# DEPARTMENT OF STATE HEALTH SERVICES CONTRACT NO. HHS000301600001 AMENDMENT NO. 1

The **DEPARTMENT OF STATE HEALTH SERVICES** (DSHS or System Agency) and **PRINTMPRO, LTD** (Contractor), Parties to that certain immunization materials storage and distribution contract, effective July 9, 2020, and denominated DSHS Contract No. HHS000301600001 (the Contract), now want to amend the Contract.

WHEREAS, DSHS wants to exercise its option to extend the Contract term for an additional two-year period ("Renewal Period");

WHEREAS, DSHS wants to add funds to the Contract to pay for services provided during the Renewal Period; and

WHEREAS, DSHS wants to revise ATTACHMENT A, STATEMENT OF WORK and ATTACHMENT B, BUDGET.

**NOW, THEREFORE**, the Parties agree as follows:

- 1. SECTION II, DURATION, of the Contract Signature Document is hereby amended to reflect a revised termination date of August 31, 2024.
- SECTION IV, BUDGET, of the Contract, is amended to increase funding in the amount of \$1,980,000.00 for the Renewal Period, and to add funding for COVID-related work in the amount of \$300,000.00 for the Renewal Period. The total not-to-exceed amount of this Contract is therefore increased to \$4,680,000.00. All expenditures of the additional funds must conform with ATTACHMENT B-1, REVISED BUDGET.
- 3. ATTACHMENT A, STATEMENT OF WORK, of the Contract, is hereby deleted and replaced in its entirety with ATTACHMENT A-1, REVISED STATEMENT OF WORK to include COVID-19 printing, distribution, and storage requests for COVID-19 vaccine-related publications and materials, pursuant to Statement of Work Section I (K).
- 4. ATTACHMENT B, BUDGET, of the Contract, is hereby deleted and replaced in its entirety with ATTACHMENT B-1, REVISED BUDGET.
- 5. This Amendment shall be effective September 1, 2022.
- 6. Except as modified by this Amendment, all terms and conditions of the Contract shall remain in effect.
- 7. Any further revisions to the Contract shall be by written agreement of the Parties.

#### SIGNATURE PAGE FOLLOWS

# SIGNATURE PAGE FOR AMENDMENT NO. 1 DSHS CONTRACT NO. HHS000301600001

| DEPARTMENT OF STATE HEALTH<br>SERVICES             | PRINTMPRO, LTD                   |  |
|--|----------------------------------|--|
| By: DocuSigned by:<br>Kirk Cole<br>04DD3FAAF50048D | By: <u>7C161232A38B429</u>       |  |
| May 5, 2022 Date of Signature:                     | May 4, 2022<br>Date of Signature |  |

THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AMENDMENT AND THEIR TERMS ARE HEREBY INCORPORATED INTO THE CONTRACT BY REFERENCE:

ATTACHMENT A-1 – REVISED STATEMENT OF WORK ATTACHMENT B-1 – REVISED BUDGET

**ATTACHMENTS FOLLOW** 

# ATTACHMENT A-1 REVISED STATEMENT OF WORK

## I. CONTRACTOR RESPONSIBILITIES

Contractor will:

- A. Provide approximately 30,000 cubic feet of climate-controlled warehouse space for initial setup to store pre-printed forms, materials, and publications, including data loggers, immunization promotional items, and other items supplied by the DSHS Immunization Unit. DSHS reserves the right to increase or decrease cubic footage needs.
- B. Store all materials in a secure, dry, climate-controlled location in Austin, Texas. Contractor will maintain adequate liability insurance that will cover all replacement costs for all materials. Contractor will also be responsible for replacing any items due to inappropriate storage, inappropriate packaging, mishandling, theft, and fire or water damage.

DSHS reserves the right to inspect the storage space and audit or inventory all materials or equipment associated with this Contract, including any subcontracts, during regular business hours (Monday-Friday 8:00 a.m.-5:00 p.m. Central Standard Time [CST]).

- C. Arrange for the pickup, delivery, or receiving of pre-printed forms, publications, products, and other materials and store them in accordance with the inventory management system defined and approved by DSHS. Materials must be picked up within three to five business days after receipt of notification that the items are ready to be picked up. If postal rates regulated by the United States Postal Service increase at any time within a valid Contract period, Contractor, in coordination with DSHS, will negotiate with postal carriers on best possible postage and shipping rates.
- D. Be responsible for the replacement of any damaged, lost, or stolen items as part of quality assurance. Notify the DSHS Immunization Unit within one business day of receiving or inspecting items that are damaged.
- E. As part of quality assurance for all printed and stored color materials, Contractor must randomly pull ten samples of the printed material and five samples of stored material upon delivery and set aside. When printing color materials, DSHS may request press checks as well as color match proofs. Collected materials will be picked up by DSHS as needed.
- F. Secure materials from the DSHS Immunization Unit, assemble materials, conduct quality assurance checks to ensure the packets are completed, and distribute materials as required to complete special projects and mailings as needed. Special projects and mailings may include the following:
  - 1. Develop and mail informational letters and packets to individuals and organizations regarding immunizations.
  - 2. Conduct notice of change of address verification services for mailings, such as the immunization registry adult consent requirement, reminder cards for the 4<sup>th</sup> DTaP dose, and other mailings as needed.
  - 3. Conduct review and finalize the mail merge of individual form letters and:

- a. Secure materials to be included in the packet;
- b. Assemble packet; and
- c. Distribute monthly immunization registry informational mailings.
- 4. Complete other special projects, printings, and mailings as requested by the DSHS Immunization Unit.
- G. Provide a secure web-based publication ordering management system that will perform online inventory, ordering, fulfillment, and reporting. This system will be hosted by the Contractor and interface with the DSHS Immunization Unit web page for the public to order publications. The ownership of the online portal and website and all right, title, and interest therein shall vest with DSHS.

Contractor will have these minimum requirements, but not be limited to the following:

- 1. Provide a link to Contractor's web-based publication ordering management system that will interface with the DSHS catalog at: <u>https://secure.immunizetexasorderform.com/default.asp</u>.
- 2. Provide web-based publication ordering system maintenance as necessary and resolve issues within two business days.
- 3. Process orders received by this web-based system and fulfill the orders.
- 4. Provide and assign unique order numbers to each inventory item.
- 5. Track and fill backorders on all materials and equipment.
- 6. Collate and ship online orders within three working days of receipt.
- 7. Provide reports as requested by DSHS. Type of reports and the frequency of reports will be determined by DSHS. A report will include but is not limited to backordered items, low stock, out of stock, and replenishment reports. All reports will be in an agreed-upon format. Reports must be consistent and must accurately reflect DSHS additions and deletions to inventory per DSHS instructions.
- 8. Accept and process returned mail and returned items to inventory.
- 9. Report and notify DSHS of low stock, out of stock, backordered items, and version control of expired items.
- 10. Meet Section 508 accessibility requirements at https://accessibility.hhs.texas.gov/policy.htm.
- 11. Receipt of goods and process returned mail.
- 12. Receive materials or equipment from third-party vendors on behalf of DSHS. Upon receipt, inspect and notify DSHS Inventory Coordinator by email within one business day to include a copy of the original shipping/packing slip(s).
- 13. Notify DSHS within one business day after inspection of any shipment where the content(s) is

damaged, incorrect items received, or if the content is below the amount shipped.

- 14. Contact DSHS Inventory Coordinator for address verification and resend the order whenever materials are returned as "undeliverable." DSHS will assist on address verification for any orders that are returned as "undeliverable."
- 15. Notify DSHS of orders returned for a second time; items(s) will be restocked and returned to inventory at no additional charge to DSHS.
- 16. Perform zip code presort to reduce mailing costs and maintain a National Change of Address (NCOA) license with the United States Postal Service.
- 17. Receive, inspect, and ship equipment to DSHS Health Service Regions, local health departments, and healthcare providers.
- 18. Receive, store and ship data loggers, thermometers, and other types of equipment as designated by DSHS. DSHS will provide Contractor with the shipping lists to ship these items.
- 19. Provide detailed invoices that include a line item and breakdown for all services and fees provided by the Contractor. Invoice must also include the current year purchase order number.
- 20. Process any size order as requested with no minimum or maximum amounts set by Contractor.
- 21. Respond to DSHS requests to inquire, research, and respond to customer service issues within one business day.
- 22. Develop an escalation process on customer service issues. Contractor will coordinate with DSHS on customer service policy and procedures.
- 23. Work with DSHS to determine the most economical shipping method for materials and equipment.
- 24. Offer bulk or freight shipping options. All in-stock orders must be shipped within three business days of order receipt unless DSHS requests an order to be expedited.
- 25. Allow DSHS-appointed designees access to pick up on-demand items during business hours, Monday-Friday between 7:00 a.m. and 6:00 p.m. CST. Contractor will provide an after-hours emergency contact and phone number at no additional charge.
- 26. Receive package, and/or assemble special items provided by DSHS. This includes gathering products to be used for packaging like shrink wrap, poly bag, or custom carton.
- 27. Accept and fulfill orders from out-of-state customers for products specifically designated and approved by DSHS and accept payment for shipping or other charges that may apply.
- 28. Environmentally friendly packaging methods are preferred when available.
- H. Email reports weekly to the DSHS Inventory Coordinator or designee for all activities from the previous week. Previous week activities are defined as Monday, 12:00 a.m. through Sunday, 11:59 p.m. Weekly

Reports will be due no later than the second business day of the week. DSHS will work with the Contractor to develop specific activity reporting requirements, and DSHS reserves the right to modify reporting requirements and activity reporting content. All reports will contain the name of the report, Contractor's name, Contract number, and the Program ID: IMM/PUB in the subject line and on the title of the reports.

- I. Submit electronic reports monthly to the DSHS Inventory Coordinator or designee for all activities from the previous month. Previous month activities are defined as complete report of all weekly activities from the previous month. DSHS will work with the Contractor to develop specific activity reporting requirements and DSHS reserves the right to modify reporting requirements and activity reporting content. DSHS reserves the right to request special reports in a time frame prescribed by DSHS. All reports will contain the name of the report, Contractor's name, Contract number, and the Program ID: IMM/PUB on the title of the reports and in the email subject line.
- J. Be available to review priorities and progress towards goals and objectives with DSHS Immunization Unit as needed, in person, by telephone, or through video conferencing when scheduled by DSHS staff in advance.
- K. Process print, distribution and storage requests for COVID-19 vaccine-related publications and materials.
- L. DSHS reserves the right to change any shipping methods at any time during the term of the Contract. DSHS will notify the Contractor of any changes and provide procedures that may occur during the term of the Contract.
- M. DSHS will provide the orders returned for a second time; items(s) will be restocked and returned to inventory at no additional charge to DSHS.
- N. DSHS may request overnight shipment or expedite the shipment of any item(s) stored by Contractor and such request may come only from DSHS. The expense for overnight shipment(s) will be paid by DSHS or by the receiver and DSHS may provide preferred carrier and account numbers. Orders may be shipped to out-of-state customers.
- O. DSHS will provide special items to the Contractor for packaging. These items will be provided by DSHS with the exception of shrink wrap. DSHS will request and approve pricing for each kitting and assembly job as requested.
- P. DSHS will approve the efficiency and cost prior to use or implementation of packaging methods.
- Q. DSHS will request special projects consisting of various items provided by DSHS to be finalized, materials secured including form letters and educational materials, packets assembled, quality assurance checks conducted, and distributed as required.

### II. <u>PERFORMANCE MEASURES</u>

The System Agency will monitor the Contractor's performance of the requirements in Attachment A-1 and compliance with the Contract's terms and conditions.

### III. INVOICE AND PAYMENT

A. Contractor will request payment monthly by preparing an invoice and submitting acceptable supporting documentation for reimbursement of the required services/deliverables. Invoices and supporting

documentation will be submitted to DSHS no later than 30 (thirty) calendar days after the last day of each month. Documentation will be submitted in a format approved by DSHS.

Invoices must be detailed and include a line item and breakdown for all services and fees provided by the Contractor. At a minimum, invoices should include:

- 1. Contractor name, address, email address, vendor identification number, and telephone number;
- 2. DSHS Contract number and current Purchase Order number;
- 3. Dates services were completed and/or products were delivered;
- 4. The total invoice amount; and
- 5. Supporting documentation must include receipts.
- B. Contractor will request monthly payments using the State of Texas Purchase Voucher (Form B-13) available at <u>http://www.dshs.texas.gov/grants/forms.shtm</u>.
- C. Voucher and supporting documentation will be mailed or submitted by fax or electronic mail to DSHS Claims Processing Unit at the address/number below, and sent via email to:

Holly Zoerner, Contract Manager, at <u>Holly.Zoerner@dshs.texas.gov</u>; Contract Management Section at <u>CMSInvoices@dshs.texas.gov</u>; and Immunization Unit at <u>DSHSImmunizationContracts@dshs.texas.gov</u>.

Department of State Health Services Claims Processing Unit, MC 1940 1100 West 49<sup>th</sup> Street P.O. Box 149347 Austin, TX 78714-9347 FAX: (512) 776-7442 EMAIL: <u>invoices@dshs.texas.gov</u>

D. Contractor will be paid on a cost reimbursement basis and in accordance with the Budget in Attachment B-1 of this Contract. The Contract will be used on an "as needed" basis; therefore, Contractor is not guaranteed a minimum number of orders.

# ATTACHMENT B-1 REVISED BUDGET

| Ongoing Project Costs                | Unit of Measure  | Cost           | Description                            |
|--------------------------------------|------------------|----------------|--|
| Inventory Management System          | Per Month        | \$943.12       |  |
| Inventory Storage                    | Per Cubic Foot   | \$0.33         |  |
| Set-Up Fee for Online Portal         | One-Time Fee     | N/A            | New portal generation for DSHS.        |
|                                      |                  |                | Includes requested report              |
|                                      |                  |                | generation, monitored inventory        |
| Online Portal Maintenance            |                  |                | levels, addition, and deletion of      |
| (Website Hosting)                    | Per Month        | \$471.56       | expired SKUs.                          |
| Inventory Check-In                   | Per Month        | \$0.00         | Included                               |
| Quality Control Check as needed      | Per SKU          | \$0.00         | Included                               |
|                                      |                  |                | Inspect materials prior to storing.    |
|                                      |                  |                | Alert DSHS within 24 hours of          |
| Receiving of Pallets from Supplier   | Per Pallet       | \$10.02        | delivery.                              |
| Assembly and packaging of in-stock r | naterials        |                |  |
| a) Order Processing Fee              | Per Order        | \$3.83         |  |
| b) Order Handling Fee                | Per SKU          | \$2.35         |  |
| c) Packaging Fee                     | Per Box          | \$0.73         |  |
| d) Bar Coding / Presort              | Per Piece        | \$0.02         |  |
| e) Postal Qualification              | Per Piece        | \$0.02         |  |
| f) Collation                         | Per Item         | \$0.11         |  |
| g) Labeling, when required           | Per Package      | \$0.11         |  |
| h) Addressing/Inkjetting, when       |                  | <b>VU</b> . 11 |  |
| required                             | Per Package      | \$0.08         |  |
|                                      | Per Envelope or  | <u> </u>       |  |
| i) Metering of Mail, when required   | Package          | \$0.08         |  |
| j) Box, when required                | Per Package      | \$0.73         |  |
|                                      | rerruckuge       | <b>\$0.70</b>  | Shrink wrapping and banding            |
|                                      |                  |                | options are available for all          |
| k) Shrink wrap, when required        | Per Pack         | \$0.23         | packages and envelopes.                |
| Surcharge for processing expedited   | I CI I UCK       | 50% of Order   | P                                      |
| orders within 24 hours               | Per Order        | Value          |  |
|                                      |                  |                |  |
| Assembly of materials for walk-up    | Per Order        |                |  |
| orders (picked-up by DSHS contact)   |                  | \$10.02        |  |
| Pickup of materials to and from      |                  |                | Pickups and Deliveries within          |
| various locations upon request       | Per Trip         | \$35.37        | Austin City Limits.                    |
| Assembly and packaging of special    |                  | <u> </u>       | ······································ |
| project items                        | Per Touch / Item | \$0.03         |  |
| Recurring reporting costs            | Monthly          | \$0.00         | Included                               |
| List Verification                    | Per List         | \$0.00         | Included                               |
|                                      | Fer List         | φ0.00          | Any freight charge on returned         |
|                                      |                  |                | package would apply. No charge         |
|                                      |                  |                | to DSHS for orders returned the        |
|                                      | D 11             | \$0.35         |  |
| Restocking Processing Fee            | Per Item         |                | 2nd time.                              |

| Ongoing Project Costs  | Unit of Measure     | Cost   | Description                                 |
|--|---------------------|--|---|
| Restocking Handling Fee  | Per SKU             | \$0.00   |   |
| Freight  | Per Order           | Pass through<br>freight for<br>shipping orders |   |
| Print on Demand (POD) letters maile                                      | d in a #10 envelope |  |   |
| a) #10 envelope <mark>(</mark> black ink)                                | Per Envelope        | \$0.76   |   |
| b) #10 envelope (color)  | Per Envelope        | \$0.11   |   |
| c) Build and Mailing Fee   | Per Letter          | \$0.53   | Includes folding, inserting and<br>sealing. |
| d) POD letter (black ink, single<br>sided)                               | Per Sheet of paper  | \$0.61   | Pricing is volume based.                    |
| e) POD letter (black ink, double sided)                                  | Per Sheet of paper  | \$0.84   | Pricing is volume based.                    |
| f) Additional packet inserts (black<br>ink, double sided)                | Per Insert          | \$0.84   | Pricing is volume based.                    |
| g) Additional packet inserts (color<br>ink, double sided)                | Per Insert          | \$0.84   | Pricing is volume based.                    |
| h) File processing and postal<br>management for USPS mailed<br>envelopes | Per Envelope        | \$0.047  | CASS/NCOA Sort and Delivery to<br>USPS.     |
| All-inclusive rate for programming                                       |                     |  |   |
| changes regarding<br>website/development                                 | Per Hour            | \$90.00  |   |
| Special Handling packing list  | Per Order           | \$.11  |   |
| Design for Printing Services   | Per Hour            | \$75.00  |   |
| Printing Services  | Per Estimate        | 20% Discount                                   |   |