



Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

The Honorable KP George
County Judge
Fort Bend County
301 Jackson Street
Richmond, Texas 77469-3108

Subject: Sexually Transmitted Disease/Human Immunodeficiency Virus
Disease Intervention Specialists (STD/HIV-DIS) Contract
Contract Number: HHS001120300010, Amendment No. 1
Contract Amount: \$298,887.00
Contract Term: March 23, 2022 through December 31, 2022

Dear Judge George:

Enclosed is the STD/HIV-DIS amendment between the Department of State Health Services and Fort Bend County.

The purpose of this contract is to control and prevent the spread of Sexually Transmitted Diseases (STDs), including Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS) and viral hepatitis.

This amendment increases the contract amount by \$149,444.00 and extends the contract term through December 31, 2022.

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

Sincerely,

Lillie McMillian, CTCM
Contract Manager
(512) 776-2665
lillie.mcmillian@dshs.texas.gov

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001120300010
AMENDMENT NO. 1**

The **DEPARTMENT OF STATE HEALTH SERVICES** ("DSHS" or "System Agency"), a pass-through entity, and **FORT BEND COUNTY** ("Grantee"), Parties to that certain STD/HIV-DIS Contract, that was effective March 23, 2022, and denominated DSHS Contract No. HHS001120300010 ("Contract"), now want to amend the Contract.

WHEREAS, the Parties want to extend the Contract term through December 31, 2022; and

WHEREAS, the Parties want to revise the Budget and the Statement of Work.

NOW, THEREFORE, the Parties agree as follows:

1. **ARTICLE III** of the Contract, **DURATION**, is hereby amended to extend the termination date from August 31, 2022, to December 31, 2022.
2. **ARTICLE IV** of the Contract, **BUDGET**, is amended to increase the Contract amount by \$149,444.00, resulting in a new total not-to-exceed Contract amount of \$298,887.00.
3. **ATTACHMENT A, STATEMENT OF WORK**, is deleted in its entirety and replaced with **ATTACHMENT A-1, REVISED STATEMENT OF WORK**.
4. **ATTACHMENT B, BUDGET**, is deleted in its entirety and replaced with **ATTACHMENT B-1, REVISED BUDGET**. All expenditures under this Contract will be in accordance with **ATTACHMENT B-1, REVISED BUDGET**.
5. This amendment shall be effective as of the date last signed below.
6. Except as modified by this Amendment, all terms and conditions of the Contract shall remain in full force and 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. HHS001120300010**

DEPARTMENT OF STATE HEALTH SERVICES

GRANTEE

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date of Signature: _____

Date of Signature: _____

**THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. HHS001120300010 ARE
INCORPORATED BY REFERENCE:**

ATTACHMENT A-1: REVISED STATEMENT OF WORK

ATTACHMENT B-1: REVISED BUDGET

ATTACHMENTS FOLLOW

ATTACHMENT A-1

REVISED STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee shall do the following:

- A.** Conduct programs, as described herein, to control and prevent the spread of Sexually Transmitted Infections (STIs), including human immunodeficiency virus/acquired immunodeficiency syndrome (HIV/AIDS) and viral hepatitis, in accordance with the Centers for Disease Control and Prevention's (CDC) STD Program Operations Guidelines, located at: <http://www.cdc.gov/std/program/gl-2001.htm>.
- B.** Perform the following six (6) core activities:
 - 1. Community and Individual Behavior Change Interventions;
 - 2. Medical and Laboratory Services;
 - 3. Partner Services;
 - 4. Leadership and Program Management;
 - 5. Surveillance and Data Management; and
 - 6. Training and Professional Development.
- C.** Maintain written program procedures covering these six (6) core activities. All procedures shall be consistent with the requirements of this Contract.
- D.** Perform the activities required under this Contract in the service area designated in this Contract. Service area will include the following county(ies): Fort Bend County.
- E.** Designate one of its staff to be a Local Responsible Party (LRP), who will be responsible overall for ensuring the security of the confidential HIV/STI information the Grantee maintains pursuant to this Contract.
- F.** Comply with all applicable federal and state policies, standards, and guidelines. The following documents are incorporated into this Contract by reference:
 - 1. DSHS HIV and STD Program Operating Procedures and Standards (POPS), located at: <http://www.dshs.texas.gov/hivstd/pops/default.shtm>;
 - 2. DSHS TB/HIV/STD and Viral Hepatitis Unit Security Policies and Procedures, located at: <http://www.dshs.texas.gov/hivstd/policy/security.shtm>;
 - 3. CDC STD Program Operations Guidelines, located at: <http://www.cdc.gov/std/program/gl-2001.htm>;

4. CDC STD Treatment Guidelines, located at: <http://www.cdc.gov/std/treatment/>; and
 5. DSHS HIV and STD Program Policy Reporting Suspected Abuse and Neglect of Children, located at: <https://www.dshs.texas.gov/childabusereporting/default.shtm>.
- G.** Comply with all applicable federal and state regulations and statutes, as amended, including, but not limited to:
1. Chapters 81 and 85 of the Texas Health and Safety Code (**Note:** See, for example, Section 85.085 of the Texas Health and Safety Code [Physician Supervision of Medical Care], which requires that a licensed physician supervise any medical care or procedure provided under a testing program as required by law);
 2. Chapter 94 of the Texas Health and Safety Code (relating to Education and Prevention Programs for Hepatitis C);
 3. Chapter 98 of the Texas Health and Safety Code (relating to the reporting of Sexually Transmitted Diseases including Human Immunodeficiency Virus);
 4. Title 25 Texas Administrative Code (TAC), Chapter 97;
 5. Texas Government Code Section 531.02161, as an update to provision of services, where there is delivery of an in-person service, there must also be an option of that service via telecommunications or through the use of information technology; and
 6. Misuse of Funds and Performance Malfeasance, which states:
 - a. Report to the contract manager assigned to the Contract, any knowledge of debarment, suspected fraud, program abuse, possible illegal expenditures, unlawful activity, or violation of financial laws, rules, policies, and procedures related to performance under this Contract;
 - b. Make such report no later than three (3) working days from the date the Grantee has knowledge or reason to believe such activity has taken place;
 - c. If this Contract is federally funded by the Department of Health and Human Services (HHS):
 - i. Report any credible evidence that a principal, employee, subgrantee or agent of Grantee, or any other person, has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds; and
 - ii. Make this report to the SAO at <http://sao.fraud.texas.gov>, and to the HHS Office of Inspector General at <http://www.oig.hhs.gov/fraud/hotline/> no later than three (3) working days from the date the Grantee has knowledge or reason to believe such activity has taken place.

- H.** Perform all activities in accordance with the terms of this Contract (including detailed budget) and any subsequent DSHS Program instructions given to Grantee pursuant to it. All of the above-referenced documents are incorporated into this Contract by reference. Grantee must receive written approval from DSHS before varying from applicable policies, procedures, and protocols and must update its implementation documentation within 48 hours of making approved change(s).
- I.** DSHS reserves the right, where legal authority allows, to redirect funds in the event of financial shortfalls. DSHS Program will monitor Grantee's expenditures on a quarterly basis. If expenditures are below the total Contract amount, Grantee's budget may be subject to a decrease for the remainder of the Contract term. Positions that remain vacant for 90 days may subject the Contract to a decrease in funding.

II. PERFORMANCE MEASURES

The following performance measures will be used to assess, in part, Grantee's effectiveness in providing the services described in this Contract, without waiving the enforceability of any of the other terms of the Contract.

A. Public Health Follow-Up (PHFU) Program Objectives

Grantee shall follow the requirements for each of the STD Program Objectives, in accordance with the DSHS HIV/STD Program POPS, [Chapter 9: Disease Intervention Specialist Performance Standards](#), with special emphasis on outcomes excerpted below. If the data submitted by Grantee (or otherwise obtained by DSHS) indicates the Grantee's performance does not meet the standards stated in one (1) or more of the objectives, DSHS may (at its sole discretion) require additional measures be taken by the Grantee to improve performance. Grantee must implement these measures according to a timetable mandated by DSHS. Grantee shall:

1. Syphilis Objectives

- a. Ensure that all individuals newly diagnosed with early syphilis are interviewed within three (3) days of assignment. If data indicates less than 80% of individuals newly diagnosed with early syphilis covered by the scope of this Contract are interviewed as described, DSHS may (at its sole discretion) require additional measures be taken by the Grantee to improve that percentage. In that scenario, Grantee must follow those additional measures, and do so according to the timetable mandated by DSHS. Note: Early syphilis is defined as all syphilis cases that are determined to be primary, secondary, or early non-primary/non-secondary syphilis. See CDC definition at: <https://wwwn.cdc.gov/nndss/conditions/syphilis/case-definition/2018/>.
- b. Achieve a partner index of at least 2.0 for all interviews conducted on individuals newly diagnosed with early syphilis. If data indicates less than a 2.0 partner index for all interviews conducted for early syphilis by Disease Intervention Specialists (DIS), DSHS may (at its sole discretion) require

additional measures be taken by the Grantee to improve that percentage. In that scenario, Grantee must follow those additional measures, and do so according to the timetable mandated by DSHS.

- c. Ensure that all partners initiated (partners obtained from the interview/case management process with locating information as outlined by [Chapter 9: Disease Intervention Specialist Performance Standards](#) to attempt notification on early syphilis interviews) are notified of the disease exposure. If data indicates less than .75 partner notification index for all initiated partners, DSHS may (at its sole discretion) require additional measures be taken by the Grantee to improve that percentage. In that scenario, Grantee must follow those additional measures, and do so according to the timetable mandated by DSHS.
- d. Ensure that all partners notified of syphilis exposure are tested and treated for syphilis, including incubating syphilis (disease intervention index). If data indicates less than 60% of notified partners are tested and treated as described, DSHS may (at its sole discretion) require additional measures be taken by the Grantee to improve that percentage. In that scenario, Grantee must follow those additional measures, and do so according to the timetable mandated by DSHS.
- e. Ensure that a treatment index of at least .75 is achieved for all interviews conducted on individuals newly diagnosed with early syphilis. If data indicates less than .75 treatment index, DSHS may (at its sole discretion) require additional measures be taken by the Grantee to improve that percentage. In that scenario, Grantee must follow those additional measures, and do so according to the timetable mandated by DSHS.

2. HIV Objectives

- a. Ensure that all individuals newly diagnosed with HIV will be interviewed within seven (7) days in accordance with DSHS HIV/STD Program POPS. If data indicates less than 80% of individuals newly diagnosed with HIV are interviewed as described, DSHS may (at its sole discretion) require additional measures be taken by the Grantee to improve that percentage. In that scenario, Grantee must follow those additional measures, and do so according to the timetable mandated by DSHS.
- b. Ensure that all individuals interviewed who have been newly diagnosed with HIV successfully complete their first HIV medical appointment. If data indicates less than 85% of new HIV-positive clients interviewed successfully complete their first HIV medical appointment, DSHS may (at its sole discretion) require additional measures be taken by the Grantee to improve that percentage. In that scenario, Grantee must follow those additional measures, and do so according to the timetable mandated by DSHS.
- c. Achieve a partner index of at least 2.0 for interviews conducted on individuals newly diagnosed with HIV. If data indicates a partner index of less than 2.0 for individuals interviewed by DIS, DSHS may (at its sole discretion) require

additional measures be taken by the Grantee to improve that percentage. In that scenario, Grantee must follow those additional measures, and do so according to the timetable mandated by DSHS.

- d. Ensure that all partners initiated (partners obtained from the interview/case management process with enough locating information to attempt notification) on a new HIV interview are notified of the disease exposure. If data indicates less than .75 partner notification index, DSHS may (at its sole discretion) require additional measures be taken by the Grantee to improve that percentage. In that scenario, Grantee must follow those additional measures, and do so according to the timetable mandated by DSHS.
- e. Ensure that all partners notified for HIV exposure are tested for HIV. If data indicates less than 60% of the notified partners are tested for HIV, DSHS may (at its sole discretion) require additional measures be taken by Grantee to improve that percentage. In that scenario, Grantee must follow those additional measures, and do so according to the timetable mandated by DSHS.
- f. Ensure that all persons receiving PHFU (initiated partners, those co-infected with a bacterial STD such as syphilis, gonorrhea, and/or chlamydia, and/or individuals in the social-sexual network of an identified HIV genotype cluster) who have been previously diagnosed with HIV and have no evidence of care for more than 12 months are re-engaged to establish HIV medical services. The activities taken to locate the person must be documented in the designated data system. This includes confirmation that the client attended his/her HIV medical care appointment. All the tasks described in this provision must be completed by a Disease Intervention Specialist (DIS).

3. Other Objectives

- a. Ensure that a complaint process is maintained and posted in the areas where services are provided, in accordance with [DSHS HIV/STD Program POPS, Chapter 12, STI Clinical Standards](#).
- b. Maintain a staff retention policy.
- c. Provide routine staffing updates for vacant positions, in accordance with DSHS required format and schedule for reporting.
- d. Participate in targeted evaluation activities and other projects as required by DSHS or CDC.
- e. Ensure that the client survey is conducted at a minimum of two (2) times per year for a total of thirty (30) days. The summary of the feedback must be available for review and identified concerns must be addressed within thirty (30) days of the feedback period.
- f. Establish and maintain mutually agreed-upon formal written procedures with local providers to ensure the provision of partner services in accordance with DSHS HIV/STD Program POPS. The procedures must specify processes (e.g., communication) to facilitate timely partner elicitation by the local health

department following the delivery of HIV-positive test results to clients by Grantee.

- g.** Establish and maintain mutually agreed-upon formal written procedures with local agencies who provide services frequently needed by clients seeking HIV/STD services from Grantee in accordance with DSHS HIV/STD Program POPS. The procedures must specify processes (e.g., communication) to facilitate timely partner elicitation by the local health department following the delivery of HIV-positive test results to clients by Grantee, including but not limited to:
 - i.** HIV testing and counseling;
 - ii.** STD clinical services;
 - iii.** Partner services;
 - iv.** HIV medical and support services;
 - v.** Substance use treatment services;
 - vi.** Harm reduction services; and
 - vii.** Mental health services.

At a minimum, such procedures should address conditions associated with making and accepting client referrals. If Grantee provides all of the services listed above in a specific geographic area, no such agreement is necessary for that area. Grantee must maintain complete records of all referrals made. These procedures must be finalized and in place within thirty (30) days of the effective date of this Contract.

- h.** Ensure that performance of activities under this Contract is of a high quality and consistent with all the requirements of this Contract, in order to meet DSHS' high performance expectations.
- i.** Conduct regular assessments of Grantee's performance, including compliance with DSHS Program procedures, policies and guidance, contractual conditions, attainment of performance measures, maintenance of adequate staff, and submission of required data and narrative reports. Failure to comply with stated requirements and contractual conditions may result in the immediate loss of Contract funds at the discretion of DSHS.
- j.** Ensure that all staff operating under this Statement of Work are permitted to provide HIV and/or syphilis screening(s) by collecting blood-based specimens, in both field and clinical settings. Supplemental testing must be collected by venipuncture immediately, on site, after a point-of-care preliminary positive test result. Staff will offer and perform these tests unless the client refuses. HIV and syphilis specimens may be submitted through the DSHS public health laboratory or another laboratory designated by the Grantee and approved in advance by DSHS.

- k.** Ensure that all staff operating under this Statement of Work are permitted to deliver all HIV and/or STD results, including positive results, in both field and clinical settings.
 - l.** Ensure that all staff operating under this Statement of Work, when conducting field work, are permitted to disclose the reason s/he is contacting them (e.g., exposure to someone who tested positive for HIV and wanted to ensure s/he had the ability to be tested, positive test results were received from a provider, laboratory, life insurance company, etc.)
 - m.** Ensure that staff who operate under this Statement of Work deliver all positive test results within the designated timeframes referenced in the DSHS HIV/STD Program POPS. Staff will ensure the client understands the infection(s) s/he has tested positive for, is offered appropriate treatment for his/her infection(s) and is linked to other medical and social resources as appropriate (e.g., HIV testing and counseling; Pre-Exposure Prophylaxis [PrEP]; Harm Reduction Services; STD clinical services; partner services; HIV medical and support services; substance use treatment services; and mental health services).
 - n.** Staff operating under this Statement of Work may be identified by DSHS or local programs to respond to rapid response efforts to address and intervene in the transmission of reportable STDs, HIV and/or other infections staff have received disease information training to respond to, as needed.
- 4.** The following STD clinical services shall be provided, consistent with the DSHS HIV/STD Program POPS Chapter 12: STI Clinical Standards:
- a.** Grantee shall follow the requirements for examining, testing, and treating individuals served in public STD clinics. If data indicates that less than 90% of individuals served were examined, tested and/or treated for STD(s) as medically appropriate, within twenty-four (24) hours of seeking services, DSHS may (at its sole discretion) require additional measures be taken by the Grantee to improve that percentage. In that scenario, Grantee must follow those additional measures, and do so according to the timetable mandated by DSHS.
 - b.** Individuals seeking STD diagnostic and/or treatment services in public STD clinics shall be medically managed according to Grantee written protocols in compliance with DSHS HIV/STD Program POPS, and with CDC STD Treatment Guidelines 2021 (as revised).
 - c.** Grantee shall ensure that individuals seeking STD diagnostic and/or treatment services in public STD clinics will be referred for Pre-Exposure Prophylaxis/Non-Occupational Post-Exposure Prophylaxis (PrEP/nPEP) services if at increased risk for HIV but currently HIV negative. Individuals to be prioritized for PrEP referrals include: Men who have Sex with Men (MSM) with rectal GC and/or syphilis, individuals who have an HIV+ partner, individuals in the social-sexual network of an identified HIV

genotype cluster, and others at increased risk for HIV who could benefit from PrEP.

- d. Grantee shall ensure that individuals seeking STD diagnostic and/or treatment services in public STD clinics, who have been previously diagnosed with HIV and have no evidence of care for more than 12 months, will be referred to a DIS or other linkage worker to ensure they are re-engaged into HIV medical care.
- e. Grantee shall explore mechanisms to expand testing and awareness of STDs via home testing and home self-collection kits and self-collection.
- f. Grantee shall explore mechanisms to use telemedicine/telehealth for individuals seeking STD diagnostic and treatment services and/or PrEP/nPEP services.

III. TRAINING REQUIREMENTS

Due to the specialization and job knowledge required for effective STD control programs, the following minimum training is required of personnel operating under this Contract. Compliance will be monitored by DSHS Program staff. Grantee shall:

- A. Authorize and require their staff to attend training, conferences, and meetings as directed by DSHS Program.
 - 1. Training Requirements for Disease Intervention Specialist staff (DIS) are as follows:
 - a. The following DSHS HIV/STD Program POPS chapters must be read and acknowledged:
 - i. Chapter 3: HIV/STI Partner Services and Seropositive Notification; and
 - ii. Chapter 9: Disease Intervention Specialists Performance Standards.
 - b. The DSHS-approved Fundamentals of STD Intervention (FSTDI), including all prerequisites, within six (6) months of employment, must be completed successfully.
 - c. The DSHS-approved Fundamentals of Counseling and Testing (FCT) or equivalent within six (6) months of employment must be completed successfully.
 - d. DIS must complete training successfully in, and demonstrate knowledge of, the TB/HIV/STD Information System (THISIS).
 - e. DIS must be able to participate in the HIV Navigation in Texas (HNT) within one (1) year of employment.
 - f. DIS must successfully complete venipuncture training that has been approved by the local health authority within 60 days of employment.
 - g. DIS must successfully complete training for all locally sanctioned testing technologies used for specimen collection and processing.

- h.** DIS with more than one (1) year of experience shall successfully complete additional courses as required by DSHS.

2. Training Requirements for First-Line Supervisors staff (FLS) are as follows:

- a. The following DSHS HIV/STD Program POPS chapters must be read and acknowledged:**

- i. Chapter 10: First-Line Supervisors Performance Standards; and
- ii. Chapter 11: Regional and Local Health Department HIV/STD Program Manager Performance Standards, in addition to what is required of the DIS.

- b.** FLS must successfully complete all training activities which are required for DIS under this Contract, and also must take the next available Texas First-Line Supervisor (TXFLS) training.

- c. If new to the jurisdiction, FLS must participate in the HIV Navigation in Texas within one (1) year of employment.

- d. FLS must attend and participate in the DSHS FLS Summit, as scheduled.**

- e. FLS must participate in the quarterly DSHS FLS calls.

- f. FLS must attend and participate in any other required DSHS trainings, as scheduled.**

3. Training Requirements for Program Manager staff (PM) are as follows:

- a.** PM must read and demonstrate understanding of the following DSHS HIV/STD Program POPS chapters: Chapter 11, Regional and Local Health Department HIV/ Program Manager Performance Standards, in addition to what is required of the FLS and DIS.

- b.** PM operating under this Contract must complete all training requirements of DIS and FLS.

- c. PM must participate in the DSHS Leadership Meeting, as scheduled.**

- d.** PM must participate in the monthly DSHS Leadership calls.

4. Recommended trainings and topics for all program staff are as follows:

- a. Health Insurance Portability and Accountability Act (HIPAA)**

- ## b. Ethics

- ### c. Field Safety

- #### d. Health Disparities

- ### e. Cultural Humility

- f. CPR/First Aid**

- g. Automated External Defibrillators (AED)**

- ### h. Defensive Driving

- ### i. Approaches in Harm Reduction

- j.** Self-Defense
- k.** Non-Violent Crisis Intervention
- l.** Status Neutral Biomedical Approaches to HIV Prevention (Early Intervention, PrEP, nPEP)
- m.** Motivational Interviewing
- n.** Technical Writing
- o.** Computer Skills
- p.** Linkage to Care
- q.** Gender and Sexual Diversity
- r.** HIV Care and Treatment
- s.** Human Trafficking
- t.** Substance Use
- u.** Mental Health
- v.** Case Notes Documentation

B. Notify DSHS of completed trainings in the semiannual reports referenced in the Reporting Requirements section.

IV. CONFIDENTIALITY

Grantee shall:

- A.** Designate and identify a HIPAA Privacy Officer, who is authorized to act on behalf of Grantee and is responsible for the development and implementation of the privacy and security requirements of federal and state privacy laws.
- B.** Designate, from its staff, a Local Responsible Party (LRP) who has the overall responsibility for ensuring the security of the TB/HIV/STD confidential information maintained by Grantee as part of activities under this Contract. The LRP will:
 - 1.** Ensure that appropriate policies/procedures are in place for handling confidential information, for the release of confidential TB/HIV/STD data, and for the rapid response to suspected breaches of protocol and/or confidentiality. These policies and procedures must comply with DSHS policies and procedures (Grantee may choose to adopt those DSHS policies and procedures as its own).
 - 2.** Ensure that security policies are reviewed periodically for efficacy, and that the Grantee monitors evolving technology (e.g., new methods hackers are using to illegally access confidential data; new technologies for keeping confidential data protected from hacking) on an ongoing basis to ensure the program's data remain as secure as possible.
 - 3.** Approve any Grantee staff requiring access to TB/HIV/STD confidential information. LRP will grant authorization to Grantee staff who have a work-

related need (i.e., work under this Contract) to view TB/HIV/STD confidential information.

- 4.** Maintain a list of authorized Grantee staff persons who have been granted permission to view and work with TB/HIV/STD confidential information.
 - 5.** Review the authorized user list ten (10) days from the effective date of this Contract to ensure it is current.
 - 6.** Ensure that all Grantee staff with access to confidential information have a signed copy of a confidentiality agreement on file; it must be updated once during the term of this Contract.
 - 7.** Ensure that all Grantee staff with access to confidential information are trained on TB/HIV/STD security policies and procedures before access to confidential information is granted; this training will be renewed once during the term of this Contract.
 - 8.** Ensure that all Grantee staff with access to confidential information are trained on federal and state privacy laws and policies before access to confidential information is granted; this training will be renewed once during the term of this Contract.
 - 9.** Thoroughly and quickly investigate all suspected breaches of confidentiality in consultation with the DSHS LRP to ensure compliance with the DSHS Program policy, TB/HIV/STD and Viral Hepatitis Breach of Confidentiality Response Policy, located at: <http://www.dshs.texas.gov/hivstd/policy/security.shtm>.
 - 10.** Ensure that all required quarterly reports are submitted on time.
- C.** Ensure that its security procedures require that all of its computers and networks meet DSHS security standards, as certified by DSHS IT staff.
- D.** Provide a list to DSHS of personnel with access to secured areas and of all identified personnel who have received security training.
- E.** Provide a list to DSHS of personnel with access to all network drives where confidential information is stored and of all identified personnel who have received security training.
- F.** Ensure that requests for TB/HIV/STD system user account terminations are sent to DSHS within one business day of the identification of need for account termination.
- G.** Transfer secure data electronically using the Public Health Information Network.
- H.** Maintain a visitors' log for individuals entering the secured areas; this must be reviewed quarterly by the LRP.

- I.** Verify TB/HIV/STD system user passwords are changed at least every ninety (90) days; this must be verified by the LRP.
- J.** Ensure that portable devices used to store confidential data are approved by the LRP and encrypted.
- K.** Ensure that confidential data/documents are:
 - 1.** Maintained in a secured area;
 - 2.** Locked when not in use;
 - 3.** Not left in plain sight; and
 - 4.** Shredded before disposal.

V. HIV/STD RAPID RESPONSE PLAN

DSHS will review the proposed Rapid Response Plan and provide guidance to the Grantee. Grantee shall:

- A.** Develop, update, and submit a local HIV/STD Rapid Response Plan, and submit this by February 1 each year of the Contract to the designated DSHS staff. The plan shall include how the program will:
 - 1.** Identify responsible parties for planned activities, including but not limited to:
 - a.** response coordinator,
 - b.** activity team lead,
 - c.** collaborative lead, and
 - d.** medical lead;
 - 2.** Identify increases in disease or outbreaks;
 - 3.** Increase active surveillance;
 - 4.** Examine outbreak characteristics;
 - 5.** Educate health care providers and the community of disease outbreak (e.g., including signs/symptoms, available resources, disease trends, reporting requirements, testing algorithms, and testing/treatment options);
 - 6.** Inform media outlets, as appropriate;
 - 7.** Conduct targeted screening efforts including testing in correctional settings (as appropriate);
 - 8.** Enhance partner services;
 - 9.** Expand clinical access and services (e.g., increase clinical hours or days of services, employ rapid testing, enhance prophylactic treatment protocols); and

- 10.** Adjust work hours for employees involved in the response (i.e., allow staff to work alternate hours or extended hours during response).
- B.** Establish and maintain collaborative relationships with local businesses, community clinics, and community-based organizations who serve populations most affected by HIV or other STDs, as well as with appropriate local and institutional individuals and groups (e.g., providers, hospitals, mental health and intellectually disabled facilities, infection control nurses), in order to implement the local Rapid Response Plan.
- C.** Continue to enhance their current HIV/STD surveillance system, including, but not limited to:
 - 1.** Improving reporting of providers and laboratories; and
 - 2.** Increasing the number of sites that report electronically.
- D.** Make all directed revisions to the Rapid Response Plan and submit a revised version to the DSHS designated program consultant by the directed deadline.
- E.** Notify local leadership and key stakeholders of the finalized plan and maintain a copy within the Program.
- F.** Comply with the final, approved version of the Rapid Response Plan when an outbreak is identified.
- G.** Identify program Disease Intervention Specialists to respond to local and statewide rapid response activities when necessary. The identified staff must complete DSHS identified trainings prior to assignment. The number of staff will be as directed by the DSHS Rapid Response Team leader, to conduct disease intervention activities as prescribed in the Grantee's final, approved Rapid Response Plan or statewide Cluster Detection Response Plan.

VI. REPORTING REQUIREMENTS

REPORT NAME	FREQUENCY	PERIOD BEGIN	PERIOD END	DUE DATE
Semiannual Report	First six (6) months	03/01/2022	08/31/2022	09/30/2022
Semiannual Report	Remaining four (4) months	09/01/2022	12/31/2022	01/31/2023
Congenital Syphilis Case Investigation and Infant Syphilis Control Records	Monthly	03/01/22	12/31/2022	Due thirty (30) calendar days after period being reported. Note: This Report is submitted through THISIS and is subject to HIPAA and PHI data requirements.
Local Responsible Party (LRP) Report	First six (6) months	03/01/2022	08/31/2022	09/30/2022
LRP Report	Remaining four (4) months	09/01/2022	12/31/2022	01/31/2023
Financial Status Report (FSR)	Biannual	03/01/2022	08/31/2022	09/30/2022
FSR	Remaining four (4) months	09/01/2022	12/31/2022	02/15/2023

VII. INVOICE AND PAYMENT

- A.** Invoices must be submitted monthly to prevent delays in subsequent months. Grantees that do not incur expenses for a month are required to submit timely “zero” dollar invoices. Invoices and all supporting documentation must be emailed to invoices@dshs.texas.gov and cmsinvoices@dshs.texas.gov simultaneously. Grantee must submit a final close out invoice and final status report no later than 45 days following the end of the contract term. Invoices received more than 45 days past the contract term are subject to denial of payment.
- B.** DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS Program will monitor Grantee’s expenditures on a quarterly basis. If expenditures are below the amount in Grantee’s total Contract, Grantee’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.

ATTACHMENT B-1

REVISED BUDGET

CATEGORICAL EXPENDITURES	
PERSONNEL	\$186,131.00
FRINGE BENEFITS	\$94,647.00
TRAVEL	\$1,094.00
EQUIPMENT	\$0.00
SUPPLIES	\$7,505.00
CONTRACTUAL	\$0.00
OTHER	\$9,510.00
TOTAL DIRECT CHARGES	\$298,887.00
INDIRECT CHARGES	\$0.00
TOTAL	\$298,887.00

Certificate Of Completion

Envelope Id: BE72871134DF4ECAAECECF232CC8DA514B

Status: Sent

Subject: \$298,887.00; HHS001120300010 Fort Bend County A1 STD/HIV-DIS

Source Envelope:

Document Pages: 18

Signatures: 0

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Envelope Originator:

CMS Internal Routing Mailbox

11493 Sunset Hills Road

#100

Reston, VA 20190

CMS.InternalRouting@dshs.texas.gov

IP Address: 167.137.1.13

Record Tracking

Status: Original

4/1/2022 1:05:30 PM

Holder: CMS Internal Routing Mailbox

CMS.InternalRouting@dshs.texas.gov

Location: DocuSign

Signer Events**Signature****Timestamp**

The Honorable KP George

County.Judge@fortbendcountytexas.gov

County Judge

Fort Bend County

Security Level: Email, Account Authentication
(None)

Sent: 4/1/2022 1:24:00 PM

Electronic Record and Signature Disclosure:

Accepted: 8/2/2021 3:59:58 PM

ID: 474773d2-9ba5-441a-b77e-59bd9f48590f

Helen Whittington

helen.whittington@dshs.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 4/1/2022 11:06:12 AM

ID: ba14c20c-d863-44c8-adeb-4bd7a7c3d408

Patty Melchior

Patty.Melchior@dshs.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 3/31/2022 4:48:37 PM

ID: 4ea4339b-6320-4446-82b8-f176351ed359

Kirk Cole

Kirk.Cole@dshs.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 3/31/2022 1:13:03 PM

ID: de8b4c8c-5356-4ff2-a76f-abfb376ffaac

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		
Amber Vasche amber.vasche@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/1/2022 1:23:59 PM
Lillie McMillian lillie.mcmillian@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/1/2022 1:24:00 PM
Barbarah Martinez barbarah.martinez@fortbendcountytexas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/1/2022 1:24:00 PM Viewed: 4/1/2022 1:29:19 PM
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	4/1/2022 1:24:01 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.