



**TEXAS**  
Health and Human  
Services

**Texas Department of State Health Services**

Jennifer A. Shuford, M.D., M.P.H.  
*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. 4  
Contract Amount: \$1,105,053.00

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 \$298,887.00 for the 2024 Calendar Year, extends the Contract term through December 31, 2024, and updates the Statement of Work to align with project needs.

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

Sincerely,

Martha Jasse, CTCD, CTCM  
Contract Manager  
(512) 776-6551  
[martha.jasse@dshs.texas.gov](mailto:martha.jasse@dshs.texas.gov)

**DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT NO. HHS001120300010  
AMENDMENT NO. 4**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“System Agency” or “DSHS”) a pass-through entity, and **FORT BEND COUNTY** (“Grantee”), each a “Party” and collectively the “Parties” to that certain grant contract to control and prevent the spread of Sexually Transmitted Diseases (STDs), including Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS) and viral hepatitis under the STD/HIV-DIS Prevention Services Program, effective March 23, 2022, and denominated DSHS Contract No HHS001120300010 (“Contract”), as amended, now desire to further amend the Contract.

**WHEREAS**, the Parties desire to extend the Contract term;

**WHEREAS**, DSHS desires to add funds to the Contract for services provided in Calendar Year 2024; and

**WHEREAS**, DSHS desires to update the project requirements in the Statement of Work to align with project goals.

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

- 1. ARTICLE III, DURATION**, of the Contract is amended to reflect a revised termination date of December 31, 2024.
- 2. ARTICLE IV, BUDGET**, of the Contract is revised to increase the Contract amount by \$298,887.00 for the 2024 Calendar Year, resulting in a revised total not-to-exceed Contract amount of \$1,105,053.00. All expenditures for the 2024 Calendar Year will be in accordance with **ATTACHMENT B-4, BUDGET FOR 2024 CALENDAR YEAR**.
- 3. ATTACHMENT A-1, REVISED STATEMENT OF WORK**, is deleted in its entirety and replaced with **ATTACHMENT A-2, REVISED STATEMENT OF WORK (SEPTEMBER 2023)**, which is attached to this Amendment and incorporated into and made part of the Contract for all purposes.
- 4. ATTACHMENT B-4, BUDGET FOR 2024 CALENDAR YEAR**, is attached to this Amendment and incorporated into and made part of the Contract for all purposes.
- 5.** This Amendment is effective as of January 1, 2024.
- 6.** Except as modified by this Amendment, all terms and conditions of the Contract, as previously amended, shall remain in full force and effect.
- 7.** Any further revisions to the Contract shall be by written agreement of the Parties.

8. Each Party represents and warrants that the person executing this Amendment on its behalf has full power and authority to enter into this Amendment.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR AMENDMENT NO. 4  
DSHS CONTRACT NO. HHS001120300010**

**DEPARTMENT OF STATE HEALTH SERVICES**

**FORT BEND COUNTY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

## ATTACHMENT A-2

### REVISED STATEMENT OF WORK (SEPTEMBER 2023)

#### I. GRANTEE RESPONSIBILITIES

- A. Grantee shall 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 (CDC) STD Program Operations Guidelines, located at: <http://www.cdc.gov/std/program/gl-2001.htm>.
- B. Grantee shall perform the following seven (7) 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;
  6. Training and Professional Development; and
  7. Program Evaluation.
- C. Grantee shall maintain written program procedures covering the seven (7) core activities. All procedures must be consistent with the requirements of this Contract.
- D. Grantee shall perform the activities required under this Contract in the service area designated in this Contract. Service area includes the following county(ies): Fort Bend
- E. Grantee shall designate one staff member 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. Grantee shall 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/childabuserreporting/default.shtm>.
- G. Grantee shall comply with all applicable federal and state regulations and statutes, as amended, which are incorporated by reference, including, but not limited to:

1. Chapters 81 and 85 of the Texas Health and Safety Code, especially 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; and
  5. Section 531.02161 of the Texas Government Code, 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 by telecommunications or through the use of information technology.
- H. Grantee shall perform all activities in accordance with the terms of this Contract and any subsequent instructions from DSHS. Grantee shall request DSHS written approval before diverting from applicable policies, procedures, and protocols and must update its implementation documentation within forty-eight (48) hours of making approved change(s). Changes must not be implemented unless DSHS written approval is provided to Grantee.
- I. 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.
- J. Grantee shall provide clinical services in accordance with Chapter 12 of DSHS HIV/STD Program POPS 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.
- K. Grantee shall ensure that individuals seeking STD diagnostic and/or treatment services in public STD clinics are medically managed according to Grantee written protocols and in compliance with DSHS HIV/STD Program POPS, and with CDC STD Treatment Guidelines 2021, as revised.
- L. 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.

- M. 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, be referred to a DIS or other linkage worker to ensure they are re-engaged into HIV medical care.
- N. Grantee shall explore mechanisms to expand testing and awareness of STDs via home testing and home self-collection kits and self-collection.
- O. Grantee shall explore mechanisms to use telemedicine or telehealth for individuals seeking STD diagnostic and treatment services and/or PrEP/nPEP services.
- P. Grantee shall ensure that a complaint process is maintained and posted in the areas where services are provided, in accordance with Chapter 12 (STI Clinical Standards) of the DSHS HIV/STD Program POPS.
- Q. Grantee shall maintain a staff retention policy.
- R. Grantee shall provide routine staffing updates for vacant positions, in accordance with DSHS required format and schedule for reporting.
- S. Grantee shall participate in targeted evaluation activities and other projects as required by DSHS or CDC.
- T. Grantee shall 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.
- U. Grantee shall establish and maintain mutually agreed upon 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.
- V. Grantee shall establish and maintain mutually agreed upon 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, the following services:
  - 1. HIV testing and counseling;
  - 2. STD clinical services;
  - 3. Partner services;
  - 4. HIV medical and support services;
  - 5. Substance use treatment services;
  - 6. Harm reduction services; and
  - 7. Mental health services.

At a minimum, such procedures must address conditions associated with making and accepting client referrals. If Grantee provides all of the services in Subsections I(V)(1-7) herein in a specific geographic area, no such agreement is necessary for

that area. Grantee shall maintain complete records of all referrals made. These procedures must be finalized and in place within thirty (30) days from the effective date of this Contract.

- W. Grantee shall ensure that performance of activities under this Contract is of a high quality and consistent with all the requirements of this Contract.
- X. Grantee shall 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.
- Y. Grantee shall ensure that all staff designated to provide HIV and/or syphilis screening(s) by collecting blood-based specimens, in both field and clinical settings, complete DSHS-approved training prior to providing such services. Supplemental testing must be collected by venipuncture immediately, on site, after a point-of-care preliminary positive test result. Grantee staff shall 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.
- Z. Grantee shall ensure that all staff designated to deliver all HIV and/or STD results including positive results, in both field and clinical settings, complete DSHS-approved training prior to providing such services.
- AA. Grantee shall ensure that all staff conducting field work and designated to disclose the reason s/he is contacting persons (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.) complete DSHS-approved training prior to provided such services.
- BB. Grantee shall ensure that staff performing under this Contract deliver all reactive test results within the designated timeframes referenced in the DSHS HIV/STD Program POPS. Grantee staff shall ensure the client understands the infection(s) s/he has tested reactive 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).
- CC. Grantee staff operating under this Contract may be reassigned by DSHS or Grantee to respond to Grantee's rapid response efforts or another PHFU program's response to address and intervene in the transmission of reportable STDs, HIV and/or other infections.
- DD. Grantee shall ensure that staff attend training identified by DSHS to respond to activities. The training will include planning, implementation and evaluation of rapid response activities.
- EE. Grantee shall maintain training records and ensure that staff complete and continue training as required by DSHS.



## II. PERFORMANCE MEASURES

A. **Overview.** Grantee shall follow the requirements for each of the STD Program Objectives in DSHS HIV and STD POPS, 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 and Grantee must implement these measures according to a timetable directed by DSHS.

### B. Public Health Follow-Up (PHFU) Program Objectives

#### 1. For Syphilis Objectives:

- a. Grantee shall 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. "Early syphilis" means all syphilis cases that are determined to be primary, secondary, or early non-primary/non-secondary syphilis. The CDC definition of syphilis is located at: <https://ndc.services.cdc.gov/case-definitions/syphilis-2018/>.
- b. Grantee shall 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. Grantee shall 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) of the DSHS HIV/STD Program POPS 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. Grantee shall 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. Grantee shall ensure that a treatment index of at least 0.75 is achieved for all interviews conducted on individuals newly diagnosed with early syphilis. If data indicates less than 0.75 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.
- f. Grantee shall ensure that 80% of pregnant women with syphilis are identified and treated appropriately and timely to prevent congenital syphilis.
- g. Grantee shall ensure that all infants born to a woman with a history of syphilis in their jurisdiction are investigated and reported within 30 days of receiving report of birth as outlined by DSHS HIV/STI Program POPS, Chapter 23.
- h. For people of childbearing capacity, Grantee shall maintain a procedure to provide technical assistance and guidance for providers and systems of care that ensures testing for syphilis is conducted, at a minimum, at the first prenatal visit, during third trimester, and at delivery as required by Chapter 81, Texas Health and Safety Code, Section 81.090.
- i. Grantee shall ensure that all people of childbearing capacity have a documented pregnancy status. If data suggests that less than 90% of people of childbearing capacity with reactive syphilis labs and less than 80% of notified partners, suspects and contacts of childbearing capacity have a documented pregnancy status, 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. For HIV Objectives:

- a. Grantee shall 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. Grantee shall ensure that all individuals interviewed who have been newly diagnosed with HIV complete their first HIV medical appointment. If data indicates less than 85% of new HIV-positive clients interviewed 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. Grantee shall 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. Grantee shall 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 0.75 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. Grantee shall 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. Grantee shall 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).

### **C. STD Surveillance Objectives**

- 1. Grantee shall ensure 95% of the values for age, sex, county, facility type, and specimen collection date are collected for syphilis reporting.
- 2. Grantee shall ensure 95% of the values for age, sex, county, facility type, specimen collection date, race/ethnicity, gender identity, sexual orientation, sex of sex partners, pregnancy status, clinical signs/symptoms, HIV status, substance use, treatment received, and date of treatment are collected for primary and secondary syphilis reporting.
- 3. Grantee shall ensure 75% of syphilis cases have a documented adverse outcome status (possible, likely, verified, no) for neurological, ocular and otic manifestations.

### **III. TRAINING REQUIREMENTS**

- A. Grantee shall ensure that staff comply with minimum training requirements of personnel operating under this Contract. Compliance will be monitored by DSHS.
- B. Grantee shall notify DSHS of completed trainings in the Semiannual reports referenced in Section IV, Reporting Requirements, herein.
- C. Grantee shall require their staff to attend and ensure attendance of training, conferences, and meetings as directed by DSHS and described in this Section.
- D. DIS staff members must:
  - 1. Read and acknowledge Chapters 3 (HIV/STI Partner Services and Seropositive Notification) and 9 (Disease Intervention Specialists Performance Standards) of the DSHS HIV/STD Program POPS;
  - 2. Complete DSHS-approved Fundamentals of STD Intervention (FSTDI), including all prerequisites, within six (6) months of employment;
  - 3. Complete DSHS-approved Fundamentals of Counseling and Testing (FCT) or equivalent within six (6) months of employment;
  - 4. Complete training in, and demonstrate knowledge of, the designated database management system;
  - 5. Participate in the HIV Navigation in Texas (HNT) within one (1) year of employment;
  - 6. Complete field specimen collection and phlebotomy training that has been approved by the local health authority or clinical designee within sixty (60) days of employment;
  - 7. Demonstrate phlebotomy and specimen collection skills and competency before field specimen collection and annually thereafter. The Grantee shall maintain records of the completed training(s) and skills competency evaluations;
  - 8. Complete training for all locally sanctioned testing technologies used for specimen collection and processing;
  - 9. If having more than one (1) year of experience, complete additional courses as required by DSHS; and
  - 10. If assigned to complete Congenital Syphilis (CS) Investigations, complete CS trainings as directed by the CS Coordinator.
- E. First-Line Supervisors (FLS) staff must:
  - 1. Read and acknowledge Chapters 10 (First-Line Supervisors Performance Standards) and 11 (Regional and Local Health Department HIV/STD Program Manager Performance Standards);
  - 2. Complete all training activities which are required for DIS under this Contract, and FLS must also take the next available Texas First-Line Supervisor (TXFLS) training;
  - 3. If new to the jurisdiction, participate in the HIV Navigation in Texas within one (1) year of employment;
  - 4. Attend the DSHS FLS Summit;

5. Attend quarterly DSHS FLS calls;
6. Attend any other required DSHS trainings, as scheduled; and
7. If assigned to review and approve Congenital Syphilis (CS) Investigations, complete CS trainings as directed by the CS Coordinator.

F. Program Manager (PM) staff members must:

1. Read and demonstrate understanding of the following DSHS HIV/STD Program POPS chapters: Chapter 3 (HIV/STI Partner Services and Seropositive Notification), Chapter 9 (Disease Intervention Specialists Performance Standards), Chapter 10 (First-Line Supervisors Performance Standards), and Chapter 11 (Regional and Local Health Department HIV/ Program Manager Performance Standards);
2. Complete all training requirements of DIS and FLS;
3. Attend DSHS Leadership Meeting; and
4. Attend monthly DSHS Leadership calls.

G. STD Surveillance staff members must:

1. Read and acknowledge Chapter 8 (HIV/STI Surveillance) of DSHS HIV/STD Program POPS;
2. Attend STD Surveillance training, as scheduled by DSHS;
3. Attend STD Surveillance monthly meetings, as scheduled by DSHS; and
4. Attend any other DSHS-required trainings.

H. Additional recommended trainings and topics for all program staff include:

1. Health Insurance Portability and Accountability Act (HIPAA);
2. Ethics;
3. Field Safety;
4. Health Disparities;
5. Cultural Humility;
6. CPR/First Aid;
7. Automated External Defibrillators (AED);
8. Defensive Driving;
9. Approaches in Harm Reduction;
10. Self-Defense;
11. Non-Violent Crisis Intervention;
12. Status Neutral Biomedical Approaches to HIV Prevention (Early Intervention, PrEP, nPEP);
13. Motivational Interviewing;
14. Technical Writing;
15. Computer Skills;
16. Linkage to Care;
17. Gender and Sexual Diversity;
18. HIV Care and Treatment;
19. Human Trafficking;
20. Substance Use;
21. Mental Health; and
22. Case Notes Documentation.

#### **IV. CONFIDENTIALITY**

- A. Grantee shall 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. Grantee shall ensure that its security procedures require that all of its computers and networks meet DSHS security standards, as certified by DSHS IT staff.
- C. Grantee shall provide a list to DSHS of personnel with access to secured areas and of all identified personnel who have received security training.
- D. Grantee shall 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.
- E. Grantee shall ensure that requests for HIV/STD system user account terminations are sent to DSHS within one business day of the identification of need for account termination.
- F. Grantee shall transfer secure data electronically using the Public Health Information Network.
- G. Grantee shall maintain a visitors' log for individuals entering the secured areas; this must be reviewed quarterly by the LRP.
- H. Grantee shall verify HIV/STD system user passwords are changed at least every ninety (90) days; this must be verified by the LRP.
- I. Grantee shall ensure that portable devices used to store confidential data are approved by the LRP and encrypted.
- J. Grantee shall ensure that confidential data and 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**

- A. DSHS will review the proposed Rapid Response Plan and provide guidance to the Grantee.
- B. Grantee shall develop, update, and submit a local HIV/STD Rapid Response Plan, and submit by February 1 of each year of the Contract to the designated DSHS staff. The plan must include how the Grantee will:
  - 1. Identify responsible parties for planned activities including, but not limited to, response coordinator, activity team lead, collaborative lead, and 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 to allow staff to work alternate hours or extended hours during response.
- C. Grantee shall 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.
- D. Grantee shall continue to enhance their current HIV/STD surveillance system, including, but not limited to, improving reporting of providers and laboratories; and increasing the number of sites that report electronically.
- E. Grantee shall make all DSHS-directed revisions to the Rapid Response Plan and submit a revised version to the DSHS designated program consultant by the directed deadline.
- F. Grantee shall notify local leadership and key stakeholders of the finalized plan and maintain a copy within the Program.
- G. Grantee shall comply with the final, DSHS-approved version of the Rapid Response Plan when an outbreak is identified.
- H. Grantee shall designate program DIS persons 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 STD Rapid Response Plan.
- I. Grantee shall participate in, follow guidelines for, and complete HIV cluster response activities for preventing and managing HIV outbreaks according to the Texas Cluster Detection and Response Plan. Grantee will designate staff members to respond to cluster assignments as directed by the Texas Cluster Detection Response Team.

## VI. REPORTING REQUIREMENTS

A. Grantee shall submit reports to DSHS in accordance with the schedule outlined in this section for the corresponding calendar year.

### B. CALENDAR YEAR 2022 REPORTING:

REPORT NAME	FREQUENCY	PERIOD STARTS	PERIOD ENDS	DUE DATE
Semiannual Report	First six (6) months	03/01/2022	08/31/2022	09/30/2022
Semiannual Report	Remaining five (5) months	09/01/2022	01/31/2023	02/28/2023
Congenital Syphilis Case Investigation and Infant Syphilis Control Records	Monthly	03/01/2022	01/31/2023	Due thirty (30) calendar days after period being reported.  <b>Note:</b> 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
Final LRP Report	Remaining five (5) months	09/01/2022	01/31/2023	02/28/2023
Financial Status Report (FSR)	Biannually	03/01/2022	08/31/2022	09/30/2022
Final FSR	Remaining five (5) months	09/01/2022	01/31/2023	03/15/2023

### C. CALENDAR YEAR 2023 REPORTING:

REPORT NAME	FREQUENCY	PERIOD STARTS	PERIOD ENDS	DUE DATE
Semiannual Report	First five (5) months	02/01/2023	06/30/2023	07/31/2023
Semiannual Report	Remaining six (6) months	07/01/2023	12/31/2023	01/31/2024



Congenital Syphilis Case Investigation and Infant Syphilis Control Records	Monthly	02/01/2023	12/31/2023	Due thirty (30) calendar days after period being reported.  <b>Note:</b> This Report is submitted through THISIS and is subject to HIPAA and PHI data requirements.
Local Responsible Party (LRP) Report	First five (5) months	02/01/2023	06/30/2023	07/31/2023
Final LRP Report	Remaining six (6) months	07/01/2023	12/31/2023	01/31/2024
Financial Status Report (FSR)	Biannually	02/01/2023	06/30/2023	07/31/2023
Final FSR	Remaining six (6) months	07/01/2023	12/31/2023	02/15/2024

**D. CALENDAR YEAR 2024 REPORTING:**

REPORT NAME	FREQUENCY	PERIOD BEGIN	PERIOD END	DUE DATE
Semiannual Report	First six (6) months	01/01/2024	06/30/2024	07/31/2024
Semiannual Report	Remaining six (6) months	07/01/2024	12/31/2024	01/31/2025
Congenital Syphilis Case Investigation and Infant Syphilis Control Records	Monthly	01/01/2024	12/31/2024	Due thirty (30) calendar days after period being reported.  <b>Note:</b> This Report is submitted electronically and is subject to HIPAA and PHI data requirements.
Local Responsible Party Biannual Security Assessment (LRP) Report	First six (6) months	01/01/2024	06/30/2024	07/31/2024

Local Responsible Party Biannual Security Assessment (LRP) Report	Remaining six (6) months	07/01/2024	12/31/2024	01/31/2025
Financial Status Report (FSR)	First six (6) months	01/01/2024	06/30/2024	07/31/2024
Final FSR	Remaining six (6) months	07/01/2024	12/31/2024	02/15/2025

## VII. INVOICE AND BUDGET

- A. Invoices must be submitted monthly. Grantee shall submit timely “zero dollar” invoices if Grantee does not incur expenses during the month. Invoices and all supporting documentation must be emailed to [invoices@dshs.texas.gov](mailto:invoices@dshs.texas.gov) and [cmsinvoices@dshs.texas.gov](mailto:cmsinvoices@dshs.texas.gov) simultaneously. Grantee shall submit a final close-out invoice and final financial status report no later than 45 calendar days following the end of each Contract period. Invoices received more than 45 calendar days past the end of the Contract term are subject to denial of payment.
- B. DSHS will monitor Grantee’s expenditures on a biannual basis. If expenditures are below the Contract amount of the budget year, then, System Agency, in its sole discretion, may reduce the Grantee’s budget for the remainder of the Contract term. System Agency also may reduce Grantee’s budget if Grantee has vacant positions existing for more than ninety (90) consecutive calendar days.
- C. Grantee shall maintain an inventory of equipment, supplies, and real property. Grantee shall submit an annual cumulative report on DSHS Grantee’s Property Inventory Report to the DSHS Contract Representative and [FSOequip@dshs.texas.gov](mailto:FSOequip@dshs.texas.gov) 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 \$500.00 or more, but less than \$5,000.00: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets do not include a capitalized asset, real property, an improvement to real property, or infrastructure.
- D. DSHS-approved budget may be revised by Grantee in accordance with the following requirements:
  1. For any transfer between budget categories, Grantee shall provide notification of transfer between budget categories by submission of a request for budget change in DSHS-directed format (hereafter the “Budget Change Form”) to the DSHS Contract Representative, highlighting the areas affected by the budget transfer and

written justification for the transfer request. After DSHS review, the designated DSHS Contract Representative will provide notification of acceptance or rejection to Grantee by email.

2. For transfer of funds between budget categories, other than the 'Equipment' and 'Indirect Cost' categories, for less than or equal to cumulative twenty-five (25) percent of the total value of the respective Contract budget period, Grantee shall timely submit the Budget Change Form for DSHS approval. If approved, the revised budget will be incorporated into the Contract.
3. For transfer of funds between budget categories, other than the 'Equipment' and 'Indirect Cost' categories, that cumulatively exceeds twenty-five (25) percent of the total value of the respective Contract budget period, Grantee shall submit timely written notification to DSHS Contract Representative using the Budget Change Form and request DSHS approval. If the revision is approved, then the budget revision is not authorized and the funds cannot be utilized until an amendment incorporating the change(s) is executed by the Parties.
4. Any transfer between budget categories that includes 'Equipment' and/or 'Indirect Cost' categories must be incorporated by amendment. Grantee shall submit timely written notification to DSHS Contract Representative using the Budget Change Form and request DSHS approval. If the revision is approved, then budget revision is not authorized and the funds cannot be utilized until an amendment incorporating the change(s) is executed by the Parties.

**ATTACHMENT B-4**  
**BUDGET FOR 2024 CALENDAR YEAR**

<b>Budget Category</b>	<b>2024 Calendar Year (January 1, 2024 through December 31, 2024)</b>
PERSONNEL	\$168,321.00
FRINGE BENEFITS	\$91,316.00
TRAVEL	\$8,865.00
EQUIPMENT	\$0.00
SUPPLIES	\$9,033.00
CONTRACTUAL	\$18,402.00
OTHER	\$2,950.00
TOTAL DIRECT CHARGES	\$298,887.00
INDIRECT CHARGES	\$0.00
<b>TOTAL</b>	<b>\$298,887.00</b>

**Certificate Of Completion**

Envelope Id: 42CC39086CBC415CBFFF9928E2F0C92A

Status: Sent

Subject: Please DocuSign: HHS001120300010, Amendment No. 4,\$1,105,053.00, Fort Bend

Source Envelope:

Document Pages: 20

Signatures: 0

Envelope Originator:

Certificate Pages: 2

Initials: 0

CMS Internal Routing Mailbox

AutoNav: Enabled

11493 Sunset Hills Road

Envelopeld Stamping: Enabled

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

Reston, VA 20190

CMS.InternalRouting@dshs.texas.gov

IP Address: 167.137.1.9

**Record Tracking**

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

The Honorable KP George

Sent: 10/19/2023 1:58:30 PM

County.Judge@fortbendcountytexas.gov

Fort Bend County

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

Not Offered via DocuSign

Helen Whittington

helen.whittington@dshs.texas.gov

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

Not Offered via DocuSign

Patty Melchior

Patty.Melchior@dshs.texas.gov

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

Not Offered via DocuSign

Kirk Cole

Kirk.Cole@dshs.texas.gov

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

Not Offered via DocuSign

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
Barbarah Martinez barbarah.martinez@fortbendcountytexas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign  CMS Internal Routing Mailbox CMS.InternalRouting@dshs.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign  Martha Jasse Martha.Jasse@dshs.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div>COPIED</div>	Sent: 10/19/2023 1:58:30 PM Viewed: 10/19/2023 2:01:06 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/19/2023 1:58:30 PM
Payment Events	Status	Timestamps