



**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. 5  
Contract Amount: \$1,279,404.00  
Contract Term: March 23, 2022, through July 31, 2025

Dear Judge George:

Enclosed is the STD/HIV-DIS amendment No. 5 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 by \$174,351.00, updates the Statement of Work with new reporting requirements, revises certain attachments, and extends the contract term through July 31, 2025.

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. 5**

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 2025; and

**WHEREAS**, DSHS desires to update the reporting requirements in the Statement of Work.

**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 July 31, 2025.
2. **ARTICLE IV, BUDGET**, of the Contract is revised to increase the Contract amount by \$174,351.00 for the 2025 Calendar Year, resulting in a revised total not-to-exceed Contract amount of \$1,279,404.00. All expenditures for the 2025 Calendar Year will be in accordance with **ATTACHMENT B-5, BUDGET FOR 2025 CALENDAR YEAR**.
3. **ATTACHMENT A-2, REVISED STATEMENT OF WORK (SEPTEMBER 2023)**, is deleted in its entirety and replaced with **ATTACHMENT A-3, REVISED STATEMENT OF WORK (JANUARY 2025)**, which is attached to this Amendment and incorporated into and made part of the Contract for all purposes.
4. **ATTACHMENT B-5, BUDGET FOR 2025 CALENDAR YEAR**, is attached to this Amendment and incorporated into and made part of the Contract for all purposes.
5. **ATTACHMENT D-1, HHS CONTRACT AFFIRMATIONS VERSION 2.2**, is hereby deleted in its entirety and replaced with **ATTACHMENT D-2, HHS CONTRACT AFFIRMATIONS V. 2.3**, which is attached to this Amendment and incorporated into and made part of the Contract for all purposes.
6. **ATTACHMENT H-2, FFATA CERTIFICATION FORM**, is attached to this Amendment and incorporated into and made part of the Contract for all purposes. Grantee is required to complete the certification to meet the federal requirement.
7. This Amendment No. 5 shall be effective on January 1, 2025.

8. Except as amended and modified by this Amendment No. 5, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
9. Any further revisions to the Contract shall be by written agreement of the Parties.
10. Each Party represents and warrants that the person executing this Amendment No. 5 on its behalf has the full power and authority to enter into the Amendment.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR AMENDMENT NO. 5  
DHS 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: \_\_\_\_\_

**THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE CONTRACT:**

- ATTACHMENT A-3: REVISED STATEMENT OF WORK (JANUARY 2025)**
- ATTACHMENT B-5: BUDGET FOR 2025 CALENDAR YEAR**
- ATTACHMENT D-2: HHS CONTRACT AFFIRMATIONS V. 2.3**
- ATTACHMENT H-2: FFATA CERTIFICATION FORM**

**ATTACHMENTS FOLLOW**

**ATTACHMENT A-3**  
**REVISED STATEMENT OF WORK (JANUARY 2025)**

**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: 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/childabusereporting/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 providing 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 public health follow-up (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 thirty (30) days of receiving report of birth as outlined by DSHS HIV/STI Program POPS, Chapter 23.
- h. For pregnant women, 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 women of childbearing age with syphilis have a documented pregnancy status. Grantee shall also ensure that all notified partners who are women of childbearing age have a documented pregnancy status. DSHS may (at its sole discretion) require additional measures be taken by the Grantee to improve performance if data suggest that:
  - 1) less than 90% of women of childbearing age with reactive syphilis labs have a documented pregnancy status; and
  - 2) less than 80% of notified partners who are women of childbearing age have a documented pregnancy status.

In this 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, 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 VI, Reporting Requirements, herein.
- C. Grantee shall require their staff to attend and ensure attendance at 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.
5. Upon request DSHS will provide additional recommended trainings and topics for all program staff.

#### **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.  <u>Note:</u> 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	08/16/2024
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	1/31/2025

## E. CALENDAR YEAR 2025 REPORTING:

REPORT NAME	FREQUENCY	PERIOD BEGIN	PERIOD END	DUE DATE
Closeout Report	Once	01/01/2025	07/01/2025	07/31/2025
Congenital Syphilis Case Investigation and Infant Syphilis Control Records Tracking Sheet	Monthly	01/01/2025	07/31/2025	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	01/01/2025	06/30/2025	07/16/2025
Local Responsible Party Biannual Security Assessment (LRP) Report	Remaining month	07/01/2025	07/31/2025	08/31/2025
Financial Status Report (FSR)	First six (6) months	01/01/2025	06/30/2025	07/31/2025
Final FSR	Remaining month	07/01/2025	07/31/2025	08/31/2025

## VII. INVOICE AND BUDGET

- A. Grantee shall submit invoices monthly, on the 30<sup>th</sup> day of the following month (28<sup>th</sup> or 29<sup>th</sup> day if February), or next business day if the 30<sup>th</sup> day falls on a weekend or holiday, to prevent delays in processing a subsequent month's invoicing. System Agency requires Grantee to submit, on a timely basis, a "zero dollar" invoice for a month in which it did not incur expenses. Grantee shall email invoices and support documentation to [invoices@dshs.texas.gov](mailto:invoices@dshs.texas.gov) and [cmsinvoices@dshs.texas.gov](mailto:cmsinvoices@dshs.texas.gov) simultaneously. Invoices received after the 30<sup>th</sup> of the month, or the next business day, are subject to denial of payment.
- B. Unless otherwise directed by System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice no later than thirty (30) calendar days following the end of the term of the Contract. Reimbursement or payment requests received after the deadline may not be paid.
- C. System Agency reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. 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 may also reduce Grantee's budget if Grantee has vacant positions existing for more than ninety (90) consecutive calendar days.
- D. Grantee will be paid on a cost reimbursement basis and in accordance with the budget for the corresponding year under this Contract.
- E. 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.

F. 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 a 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 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.
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 the 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-5**  
**BUDGET FOR 2025 CALENDAR YEAR**

<b>Budget Category</b>	<b>2025 Calendar Year (January 1, 2025, through July 31, 2025)</b>
PERSONNEL	\$104,775.00
FRINGE BENEFITS	\$54,335.00
TRAVEL	\$6,650.00
EQUIPMENT	\$0.00
SUPPLIES	\$6,766.00
CONTRACTUAL	\$0.00
OTHER	\$1,825.00
TOTAL DIRECT CHARGES	\$174,351.00
INDIRECT CHARGES	\$0.00
<b>TOTAL</b>	<b>\$174,351.00</b>

**HEALTH AND HUMAN SERVICES**  
**Contract Number HHS001120300010**

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**Attachment D2 CONTRACT AFFIRMATIONS**

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as "Contractor") regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

**1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.**

**2. Complete and Accurate Information**

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

**3. Public Information Act**

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

**4. Contracting Information Requirements**

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

## **5. Assignment**

- A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.
- B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

## **6. Terms and Conditions**

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

## **7. HHS Right to Use**

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

## **8. Release from Liability**

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

## **9. Dealings with Public Servants**

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

## **10. Financial Participation Prohibited**

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

## **11. Prior Disaster Relief Contract Violation**

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

## **12. Child Support Obligation**

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

## **13. Suspension and Debarment**

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

## **14. Excluded Parties**

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, “*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*,” published by the United States Department of the Treasury, Office of Foreign Assets Control.’

## **15. Foreign Terrorist Organizations**

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

## **16. Executive Head of a State Agency**

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

## **17. Human Trafficking Prohibition**

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

**18. Franchise Tax Status**

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

**19. Debts and Delinquencies**

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

**20. Lobbying Prohibition**

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

**21. Buy Texas**

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

**22. Disaster Recovery Plan**

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

**23. Computer Equipment Recycling Program**

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

**24. Television Equipment Recycling Program**

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is in compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

**25. Cybersecurity Training**

- A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

## **26. Restricted Employment for Certain State Personnel**

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

## **27. No Conflicts of Interest**

- A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

## **28. Fraud, Waste, and Abuse**

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: <http://sao.fraud.state.tx.us/>

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General  
Attn: Fraud Hotline  
MC 1300  
P.O. Box 85200  
Austin, Texas 78708-5200

## **29. Antitrust**

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

- A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and
- C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

## **30. Legal and Regulatory Actions**

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

**31. No Felony Criminal Convictions**

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

**32. Unfair Business Practices**

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

**33. Entities that Boycott Israel**

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

**34. E-Verify**

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

**35. Former Agency Employees – Certain Contracts**

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

### **36. Disclosure of Prior State Employment – Consulting Services**

If this Contract is for consulting services,

- A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:
  1. Name of individual(s) (Contractor or employee(s));
  2. Status;
  3. The nature of the previous employment with HHSC or the other State of Texas agency;
  4. The date the employment was terminated and the reason for the termination; and
  5. The annual rate of compensation for the employment at the time of its termination.
- B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

### **37. Abortion Funding Limitation**

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

### **38. Funding Eligibility**

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

**39. Gender Transitioning and Gender Reassignment Procedures and Treatments for Certain Children – Prohibited Use of Public Money; Prohibited State Health Plan Reimbursement.**

Contractor understands, acknowledges, and agrees that, pursuant to Section 161.704 of the Texas Health and Safety Code (eff. Sept. 1, 2023), public money may not directly or indirectly be used, granted, paid, or distributed to any health care provider, medical school, hospital, physician, or any other entity, organization, or individual that provides or facilitates the provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor also understands, acknowledges, and agrees that, pursuant to Section 161.705 of the Texas Health and Safety Code (eff. Sept. 1, 2023), HHSC may not provide Medicaid reimbursement and the child health plan program established under Chapter 62 may not provide reimbursement to a physician or health care provider for provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor certifies that it is not ineligible to contract with System Agency under the terms of Chapter 161, Subchapter X, of the Texas Health and Safety Code.

**40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)**

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

**41. COVID-19 Vaccine Passports**

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

**42. COVID-19 Vaccinations**

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, none of the General Revenue Funds appropriated to the Department of State Health Services (DSHS) may be used for the purpose of promoting or advertising COVID-19 vaccinations in the 2024-25 biennium. It is also the intent of the legislature that to the extent allowed by federal law, any federal funds allocated to DSHS shall be expended for activities other than promoting or advertising COVID-19 vaccinations. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

**43. Entities that Boycott Energy Companies**

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

**44. Entities that Discriminate Against Firearm and Ammunition Industries**

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

**45. Security Controls for State Agency Data**

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

**46. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)**

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

**47. Office of Inspector General Investigative Findings Expert Review**

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) (eff. Apr. 1, 2025, Section 544.0106, pursuant to House Bill 4611, Acts 2023, 88th Leg., R.S.) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

**48. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses**

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

**49. Foreign-Owned Companies in Connection with Critical Infrastructure**

If Texas Government Code, Section 2274.0102(a)(1) (eff. Sept. 1, 2023, Section 2275.0102(a)(1), pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102 (eff. Sept. 1, 2023, Section 2275.0102, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103 (eff. Sept. 1, 2023, Section 2275.0103, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), or (2) headquartered in any of those countries.

**50. Critical Infrastructure Subcontracts**

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 113.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

**51. Enforcement of Certain Federal Firearms Laws Prohibited**

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

**52. Prohibition on Abortions**

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

**53. False Representation**

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

**54. False Statements**

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

**55. Permits and License**

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

**56. Equal Employment Opportunity**

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

**57. Federal Occupational Safety and Health Law**

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

**58. Signature Authority**

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

**Signature Page Follows**

**Authorized representative on behalf of Contractor must complete and sign the following:**

---

**Legal Name of Contractor**

---

**Assumed Business Name of Contractor, if applicable (d/b/a or 'doing business as')**

---

**Texas County(s) for Assumed Business Name (d/b/a or 'doing business as')**

**Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.**

---

**Signature of Authorized Representative**

---

**Date Signed**

---

**Printed Name of Authorized Representative  
First, Middle Name or Initial, and Last Name**

---

**Title of Authorized Representative**

---

**Physical Street Address**

---

**City, State, Zip Code**

---

**Mailing Address, if different**

---

**City, State, Zip Code**

---

**Phone Number**

---

**Fax Number**

---

**Email Address**

---

**DUNS Number**

---

**Federal Employer Identification Number**

---

**Texas Identification Number (TIN)**

---

**Texas Franchise Tax Number**

---

**Texas Secretary of State Filing Number**

---

**SAM.gov Unique Entity Identifier (UEI)**



# Attachment H-2

## HHS001120300010

## Fiscal Federal Funding Accountability and Transparency Act (FFATA)

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. ***If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.***

<b>Legal Name of Contractor:</b>	<b>FFATA Contact: (Name, Email and Phone Number):</b>
<b>Primary Address of Contractor:</b>	<b>Zip Code: 9-digits required <a href="http://www.usps.com">www.usps.com</a></b>
<b>Unique Entity ID (UEI): This number replaces the DUNS <a href="http://www.sam.gov">www.sam.gov</a></b>	<b>State of Texas Comptroller Vendor Identification Number (VIN) – 14 digits:</b>

<b>Printed Name of Authorized Representative:</b>	<b>Signature of Authorized Representative</b>
<b>Title of Authorized Representative</b>	<b>Date Signed</b>

## **Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION**

**As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete, and correct to the best of my knowledge.**

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? Yes  No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification. If your answer is "No", answer questions "A" and "B".

---

**A. Certification Regarding % of Annual Gross from Federal Awards.**

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? Yes  No

**B. Certification Regarding Amount of Annual Gross from Federal Awards.**

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? Yes  No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".

If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

---

**C. Certification Regarding Public Access to Compensation Information.**

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes  No

**If your answer is "Yes" to this question, where can this information be accessed?**

**If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.**

**Provide compensation information here:**

**Certificate Of Completion**

Envelope Id: CC4287052006457BB204BB3B1B582C4F Status: Sent  
 Subject: Please DocuSign: AMENDING \$1,279,404.00; HHS001120300010; Fort Bend County A-5; STD/HIV-DIS  
 Source Envelope:  
 Document Pages: 36 Signatures: 0 Envelope Originator:  
 Certificate Pages: 2 Initials: 0 CMS Internal Routing Mailbox  
 AutoNav: Enabled 11493 Sunset Hills Road  
 EnvelopeD Stamping: Enabled #100  
 Time Zone: (UTC-06:00) Central Time (US & Canada) Reston, VA 20190  
 CMS.InternalRouting@dshs.texas.gov  
 IP Address: 167.137.1.9

**Record Tracking**

Status: Original	Holder: CMS Internal Routing Mailbox	Location: DocuSign
10/30/2024 11:41:50 AM	CMS.InternalRouting@dshs.texas.gov	

Signer Events	Signature	Timestamp
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Judge KP George county.judge@fortbendcountytx.gov Fort Bend County Security Level: Email, Account Authentication (None)		Sent: 10/30/2024 12:07:31 PM
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**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@fortbendcountytx.gov Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 10/30/2024 12:07:29 PM Viewed: 10/30/2024 12:07:46 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Letosha Gale-Lowe, M.D. letosha.gale-lowe@fortbendcountytx.gov Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 10/30/2024 12:07:28 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Nichole Brathwaite- Dingle Nichole.Brathwaite-Dingle@fortbendcountytx.gov Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 10/30/2024 12:07:28 PM Viewed: 10/30/2024 12:07:52 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Raquel Garza raquel.garza@fortbendcountytx.gov Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 10/30/2024 12:07:29 PM Viewed: 10/30/2024 12:07:50 PM
<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		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/30/2024 12:07:30 PM
Payment Events	Status	Timestamps