

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000897700003
AMENDMENT NO. 2**

The Department of State Health Services (“DSHS” or “System Agency”) and Dallas County, Texas, a political subdivision of the State of Texas on behalf of Dallas County Health and Human Services (“Grantee”), each a “Party” and collectively the “Parties” to DSHS Contract No. HHS000897700003 (the “Contract”), effective November 18, 2020, now desire to amend the Contract further.

Whereas, the Parties have chosen to exercise their option to amend the Contract in accordance Attachment C, Section 9.1 of the Contract;

Whereas, the Parties desire to extend the termination date of the Contract to July 31, 2023;

Whereas, the Parties desire to increase the Contract amount to support services delivered from August 1, 2022 through July 31, 2023 (the “Extension Period”); and

Whereas, the Parties desire to amend the Statement of Work.

Now, therefore, the Parties agree as follows:

1. Article III, Duration, of the Contract is amended to extend the termination date to July 31, 2023.
2. Article IV, Budget, of the Contract is amended to increase the Contract amount by \$2,534,427.00. The funding increase must be used to support services delivered during the Extension Period, and all expenses incurred within that period must be in accordance with Attachment B-2, Revised Budget.
3. Attachment A, Statement of Work, is amended and restated as shown in Attachment A-1, Statement of Work (Component C).
4. Attachment B-1, Budget is amended and restated as shown in Attachment B-2, Revised Budget.
5. This Amendment shall be effective on August 1, 2022.
6. Except as modified by this Amendment, all terms and conditions of the Contract, as amended, shall remain in effect.
7. Any further revision to the Contract shall be by written agreement of the Parties.

Signature Page to follow

SIGNATURE PAGE FOR AMENDMENT NO. 2

DSHS CONTRACT NO. HHS000897700003

DEPARTMENT OF STATE HEALTH SERVICES

**DALLAS COUNTY, TEXAS, A POLITICAL
SUBDIVISION OF THE STATE OF TEXAS, ON
BEHALF OF DALLAS COUNTY HEALTH AND
HUMAN SERVICES**

By:

DocuSigned by:
Kirk Cole
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Signature of Authorized Representative

Printed Name Kirk Cole
Title Deputy Commissioner

June 13, 2022

Date

By:

DocuSigned by:
Clay Lewis Jenkins
C8E5ABD918A443D...

Signature of Authorized Representative

Printed Name Clay Lewis Jenkins
Title Dallas County Judge

June 10, 2022

Date

APPROVED AS TO FORM*:

JOHN CREUZOT
DALLAS COUNTY DISTRICT ATTORNEY

Russell Roden, Chief Civil Division

DocuSigned by:
Russell Roden
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By:

*BY LAW, THE DISTRICT ATTORNEY'S OFFICE MAY ONLY ADVISE OR APPROVE CONTRACTS OR LEGAL DOCUMENTS ON BEHALF OF ITS CLIENTS, IT MAY NOT ADVISE OR APPROVE A LEASE, CONTRACT, OR LEGAL DOCUMENT ON BEHALF OF OTHER PARTIES. OUR REVIEW OF THIS DOCUMENT WAS CONDUCTED SOLELY FROM THE LEGAL PERSPECTIVE OF OUR CLIENT. OUR APPROVAL OF THIS DOCUMENT WAS OFFERED SOLELY FOR THE BENEFIT OF OUR CLIENT. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE ATTORNEY(S).

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

- ATTACHMENT A-1 Statement of Work (Component C)**
- ATTACHMENT B-2 Revised Budget**

ATTACHMENTS FOLLOW

ATTACHMENT A-1

COMPONENT C STATEMENT OF WORK

I. INTRODUCTION

The goals of the Texas HIV Plan are to:

- A.** Increase HIV awareness among members of the general public, community leaders, and policymakers;
- B.** Increase access to HIV prevention efforts for communities and groups at highest risk;
- C.** Successfully diagnose all people living with HIV;
- D.** Increase timely linkage to HIV-related treatment for those newly diagnosed with HIV;
- E.** Increase continuous participation in systems of treatment among people living with HIV; and
- F.** Increase viral suppression among people living with HIV.

II. GRANTEE RESPONSIBILITIES

All activities conducted under this Contract must support the goals and objectives of the National Ending the HIV Epidemic Initiative, National HIV/STD Strategy and the Texas HIV Plan. Grantee, therefore, must:

- A.** Perform the following five (5) core activities:
 - 1. Conduct assessment of the clinic infrastructure to document HIV and STD prevention services, identify gaps, and assess service quality;
 - 2. Implement evidence-based approaches to scale up capacity, sexual risk assessments, self-collected STD testing and treatment, and HIV testing and viral load assessment;
 - 3. Expand the capacity of STD clinics to offer Pre-Exposure Prophylaxis (PrEP) and Non-Occupational Post-Exposure Prophylaxis (nPEP), and strengthen clinic and laboratory capacity for recommended follow-up visits for individuals;
 - 4. Optimize linkage to, retention in, and re-engagement with HIV medical care; and
 - 5. Facilitate the development of partnerships with other community HIV clinical providers and health departments and community-based organizations providing HIV prevention services and collaborating in the implementation of the EHE.
- B.** Perform the activities required under this Contract in the service area designated in this Contract. Service area will include the following county(ies):

Dallas

- C. Designate one of its staff to be a Local Responsible Party (LRP), who will be responsible overall for ensuring the security of the confidential HIV/STD information the Grantee maintains pursuant to this Contract.
- D. 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) at: <http://www.dshs.texas.gov/hivstd/pops/default.shtm>;
 2. DSHS TB/HIV/STD and Viral Hepatitis Unit Security Policies and Procedures at: <http://www.dshs.texas.gov/hivstd/policy/security.shtm>;
 3. DSHS Policy Guidelines for Home Self-Collection and Testing Kits including any revisions at <https://www.dshs.texas.gov/hivstd/>;
 4. CDC STD Treatment Guidelines at: <http://www.cdc.gov/std/treatment/>;
 5. DSHS HIV and STD Program Policy Reporting Suspected Abuse and Neglect of Children at: <http://www.dshs.texas.gov/hivstd/policy/policies/530-001.shtm>; and
 6. Any letters or memos with additional directions and policies issued by DSHS.
- E. Comply with all applicable federal and state regulations and statutes, as amended, including, but not limited to:
1. Chapters 81 and 85 of the Texas Health and Safety Code (**Note:** See, for example, Section 85.085 of the Texas Health and Safety Code [Physician Supervision of Medical Care], which requires that a licensed physician supervise any medical care or procedure provided under a testing program as required by law);
 2. Chapter 94 of the Texas Health and Safety Code (relating to Education and Prevention Programs for Hepatitis C);
 3. Chapter 98 of the Texas Health and Safety Code (relating to the reporting of Sexually Transmitted Diseases including Human Immunodeficiency Virus);
 4. Title 25 Texas Administrative Code (TAC), Chapter 97; and
 5. Act of June 15, 2021, 87th Leg., R.S., 2021 Tex. Sess. Law Serv. Ch. 624 (H.B. 4) (Vernon) (to be codified at Tex. Govt. Code § 531.02161) (relating to the provision and delivery of certain health care services, including services under Medicaid and other public benefits programs, using telecommunications or information technology and to reimbursement for some of those services).
- F. Perform all activities in accordance with the terms of this Contract (including detailed budget) and any subsequent DSHS Program instructions given to Grantee pursuant to it. All of the above-referenced documents are incorporated into this Contract by

reference. Grantee must receive written approval from DSHS before varying from applicable policies, procedures, and protocols.

III. PERFORMANCE MEASURES

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

A. Grantee must:

1. 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, and infection control nurses).
2. Ensure that a complaint process is maintained and posted in the areas where services are provided, in accordance with DSHS HIV/STD Program POPS, Chapter 12, STI Clinical Standards.
3. Maintain a staff retention policy.
4. Participate in targeted evaluation activities and other projects as required by DSHS or CDC.
5. 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.
6. Establish and maintain mutually agreed-upon formal written procedures with local providers to ensure the provision of partner services in accordance with DSHS HIV/STD Program POPS. The procedures must specify processes (e.g., communication) to facilitate timely partner elicitation by the local health department following the delivery of HIV-positive test results to clients by Grantee.
7. Establish and maintain mutually agreed-upon formal written procedures with local agencies who provide services frequently needed by clients seeking HIV/STD services from Grantee in accordance with DSHS HIV/STD Program POPS. The procedures must specify processes (e.g., communication) to facilitate timely partner elicitation by the local health department following the delivery of HIV-positive test results to clients by Grantee, including but not limited to:
 - a. HIV testing and counseling;
 - b. STD clinical services;
 - c. Partner services;
 - d. HIV medical and support services;

- e. Substance abuse treatment services;
- f. Harm Reduction Services; and
- g. Mental health services.

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

8. Ensure that performance of activities under this Contract is of a high quality and consistent with all the requirements of this Contract, in order to meet DSHS high performance expectations.
9. 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.
10. Ensure that all staff operating under this Statement of Work are permitted to provide HIV and/or syphilis screening(s) by collecting blood-based specimens, in both field and clinical settings. Supplemental testing must be collected by venipuncture immediately, on site, after a point-of-care preliminary positive test result. Staff will offer and perform these tests unless the client refuses. HIV and syphilis specimens may be submitted through the DSHS public health laboratory or another laboratory designated by the Grantee and approved in advance by DSHS.
11. Ensure that all staff operating under this Statement of Work are permitted to deliver all HIV and/or STD results, including positive results, in both field and clinical settings.
12. Ensure that staff who operate under this Statement of Work deliver all positive test results within the designated timeframes referenced in the DSHS HIV/STD Program POPS. Staff will ensure the client understands the infection(s) s/he has tested positive for, is offered appropriate treatment for his/her infection(s) and is linked to other medical and social resources as appropriate (e.g., HIV testing and counseling; PrEP; Harm Reduction Services; STD clinical services; partner services; HIV medical and support services; substance abuse treatment services; and mental health services.

B. The following STD clinical services shall be provided, consistent with the DSHS HIV/STD Program POPS Chapter 12: STI Clinical Standards. Grantee must:

1. Follow the requirements for examining, testing, and treating individuals served in public STD clinics. If data indicates that less than 90% of individuals served

were examined, tested and/or treated for STD(s) as medically appropriate, within twenty-four (24) hours of seeking services, DSHS may (at its sole discretion) require additional measures be taken by the Grantee to improve that percentage. In that scenario, Grantee must follow those additional measures, and do so according to the timetable mandated by DSHS.

2. Ensure that individuals, who are seeking STD diagnostic and/or treatment services in public STD clinics, are medically managed according to Grantee's written protocols in compliance with DSHS HIV/STD Program POPS, and with CDC STD Treatment Guidelines 2015 (as revised).
3. Ensure that individuals seeking STD diagnostic and/or treatment services in public STD clinics will be referred for 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.
4. Ensure that individuals seeking STD diagnostic and/or treatment services in public STD clinics who have been previously diagnosed with HIV and who have been out of care for more than six (6) months, will be referred to a Disease Intervention Specialist (DIS) or other linkage worker to ensure they are re-engaged into HIV medical care.
5. Explore mechanisms to expand testing and awareness of STDs via home testing and home self-collection kits and self-collection.
6. Explore mechanisms to use telemedicine/telehealth for individuals seeking STD diagnostic and treatment services and/or PrEP/nPEP services.

IV. TRAINING REQUIREMENTS

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

- A. Authorize and require their staff to attend training, conferences, and meetings as directed by DSHS Program.
 1. Recommended trainings and topics for all program staff are as follows:
 - a. Health Insurance Portability and Accountability Act (HIPAA);
 - b. Ethics;
 - c. Health Equities;
 - d. Cultural Humility;
 - e. CPR/First Aid;
 - f. Automated External Defibrillators (AED);
 - g. Approaches in Harm Reduction;

- h. Non-Violent Crisis Intervention;
- i. Status Neutral Biomedical Approaches to HIV Prevention (Early Intervention, PrEP, nPEP);
- j. Motivational Interviewing;
- k. Technical Writing;
- l. Computer Skills;
- m. Linkage to Care;
- n. Gender and Sexual Diversity;
- o. HIV Care and Treatment;
- p. Human Trafficking;
- q. Substance Use; and
- r. Mental Health.

B. Notify DSHS of completed trainings in the semi-annual reports referenced in the Reporting Requirements section.

V. CONFIDENTIALITY

Grantee shall:

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

4. Maintain a list of authorized Grantee staff persons who have been granted permission to view and work with TB/HIV/STD confidential information.
 5. Review the authorized user list ten (10) days from the effective date of this Contract to ensure it is current.
 6. Ensure that all Grantee staff with access to confidential information have a signed copy of a confidentiality agreement on file; it must be updated once during the term of this Contract.
 7. Ensure that all Grantee staff with access to confidential information are trained on TB/HIV/STD security policies and procedures before access to confidential information is granted; this training will be renewed once during the term of this Contract.
 8. Ensure that all Grantee staff with access to confidential information are trained on federal and state privacy laws and policies before access to confidential information is granted; this training will be renewed once during the term of this Contract.
 9. Investigate, thoroughly and quickly, all suspected breaches of confidentiality in consultation with the DSHS LRP to ensure compliance with the DSHS Program Policy, TB/HIV/STD and Viral Hepatitis Breach of Confidentiality Response Policy, located at: <http://www.dshs.texas.gov/hivstd/policy/security.shtm>.
 10. Ensure that all required quarterly reports are submitted on time.
- C.** Ensure that its security procedures require that all of its computers and networks meet DSHS security standards, as certified by DSHS IT staff.
- D.** Provide a list to DSHS of personnel with access to secured areas and of all identified personnel who have received security training.
- E.** Provide a list to DSHS of personnel with access to all network drives where confidential information is stored and of all identified personnel who have received security training.
- F.** Ensure that requests for TB/HIV/STD system user account terminations are sent to DSHS within one business day of the identification of need for account termination.
- G.** Transfer secure data electronically using the Public Health Information Network.
- H.** Maintain a visitors' log for individuals entering the secured areas; this must be reviewed quarterly by the LRP.
- I.** Verify TB/HIV/STD system user passwords are changed at least every ninety (90) days; this must be verified by the LRP.

J. Ensure that portable devices used to store confidential data are approved by the LRP and encrypted.

K. Ensure that confidential data/documents are:

1. Maintained in a secured area;
2. Locked when not in use;
3. Not left in plain sight; and
4. Shredded before disposal.

VI. PRE-EXPOSURE PROPHYLAXIS (PrEP)/NON-OCCUPATIONAL POST-EXPOSURE PROPHYLAXIS (nPEP)

A. Grantee shall:

1. Deliver each of the program components listed below:
 - a. Promotion of PrEP/nPEP through community education and awareness activities;
 - b. Promotion of adoption of PrEP/nPEP by local clinical providers; and
 - c. Delivery of PrEP/nPEP clinical and client support services.
2. Tailor education and awareness efforts to the priority population(s) in the community, to include but not be limited to MSM, persons who inject drugs, and persons with partners who are HIV-positive. Assess awareness of PrEP/nPEP and barriers to use in each priority population. Provide education and activities to increase awareness of PrEP/nPEP and address barriers to these services in the priority population(s).
3. Create or expand existing partnerships with community-based organizations (CBOs), LGBTQ organizations, private health care providers, clinics, DIS and community health centers to increase access to PrEP/nPEP.
4. Provide consultation to other STD clinics and local/county health departments who are initiating PrEP/nPEP services in their practices and who prescribe PrEP/nPEP, as needed.
5. Develop patient care protocols, policies, and procedures for PrEP/nPEP clinical and support services and share these with other stakeholders and providers.
6. Implement PrEP/nPEP clinical and support services using patient flows and staff roles that best serve clients and best fit their organizational structure and staffing. Ensure client supportive activities wrap around PrEP and nPEP clinical services and increase the likelihood that clients will use PrEP and/or nPEP effectively and safely.
7. Ensure that 90% of clients accessing clinic services are screened for eligibility for PrEP/nPEP clinical services and receive basic education on PrEP/nPEP as a component of combination HIV prevention.

8. Refer 90% of PrEP/nPEP-eligible clients to PrEP/nPEP services.
9. Ensure that 90% of PrEP/nPEP-eligible clients have access to same-day services for PrEP/nPEP in the Grantee's clinic.
10. Ensure that at least 80% of all individuals referred to an in-house PrEP provider receive a prescription for PrEP by the end of the Contract term.
11. Provide PrEP and nPEP services in accordance with the most current U.S. Public Health Service/CDC Practice Guidelines for PrEP and Antiretroviral Post-Exposure Prophylaxis, respectively.
12. Track clients who have completed their nPEP regimen and link them to PrEP services. Ensure that at least 50% of all individuals who complete an nPEP regimen are referred to and receive a prescription for PrEP by the end of the Contract term.
13. Ensure that staff will work with clients to promote adherence to treatment instructions.
14. Ensure that staff assist with obtaining treatment medications. This includes understanding how pharmacy benefits are typically structured in public and private insurance plans and being able to assist clients with accessing these benefits. For uninsured clients, staff must aid with applying to local medical assistance programs or patient assistance programs offered by drug manufacturers and should screen for eligibility for public insurance.
15. Assess client needs for HIV prevention, medical services, and social services by examining social and ecological factors that increase vulnerability to HIV.
16. Maintain documentation of the following in the client's health record for each PrEP prescription: HIV risk assessment, medical history, laboratory testing, clinical eligibility, PrEP prescription, referrals (when indicated), client education and counseling, and client support and PrEP navigation services.
17. Provide clinical services staff appropriate supervision.
18. **Not** use DSHS funds to pay for PrEP or nPEP medications although funds may be used to pay for clinical staff time (through salary or contract) and medical testing.
19. Conduct annual quality assurance activities using DSHS Public Health Follow-Up (PHFU) audit tools for these PrEP/nPEP program components: PrEP/nPEP administrative and clinical policies/procedures, PrEP clinical and support services documentation, and PrEP clinical observations. Submit all policies/procedures, completed audit tools and a report summarizing results, findings, and recommendations/corrective actions to DSHS PHFU annually.
20. Submit a work plan, for up to three (3) years, that demonstrates the ability to generate sufficient program income to sustain provision of PrEP/nPEP services in the clinic(s) without funding support through DSHS.

21. Ensure that data for clients who are referred into PrEP services is documented and submitted monthly through the designated web-based reporting system, including: date of referral session, date of birth, race, ethnicity, gender/gender identification, risk group, risk behavior, HIV testing results, STD testing results, hepatitis results, insurance status and payer source, date of first PrEP prescription, PrEP referral status, and navigation and linkage services (e.g., transportation, benefit, follow-up reminders, adherence support and counseling). Grantee will ensure data submission and coordination of data evaluation activities with the DSHS TB/HIV/STD Epidemiology and Surveillance Branch.
22. Submit semi-annual reports to TXHIVPlanning@dshs.texas.gov and other DSHS staff as specified by DSHS.

B. Grantee will be monitored on its ability to achieve program performance standards of numbers of clients to be served as outlined below, which will be reported semi-annually through the report that Grantee is required to submit.

VII. INVOICE AND PAYMENT

A. Grantee must request payment monthly using the State of Texas Purchase Voucher (Form B-13), located at <http://www.texas.gov/grants/forms/b13form.doc>, and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, MC1940
Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347
Fax No.: (512) 776-7442

Email invoices must be sent to the following addresses: invoices@dshs.texas.gov and cmsinvoices@dshs.texas.gov.

B. DSHS reserves the right, where legal authority allows, to redirect funds in the event of financial shortfalls. DSHS Program will monitor Grantee's expenditures on a quarterly basis. If expenditures are below the total Contract amount, Grantee's budget may be subject to a decrease for the remainder of the Contract term. Positions that remain vacant for 90 days may subject the Contract to a decrease in funding.

ATTACHMENT B-2
REVISED BUDGET

BUDGET CATEGORY	Nov. 18, 2020 through July 31, 2021	Aug. 1, 2021 through July 31, 2022	Aug. 1, 2022 through July 31, 2023	TOTAL BY CATEGORY
PERSONNEL	\$292,476.00	\$587,808.00	\$828,001.00	\$1,708,285.00
FRINGE BENEFITS	\$103,842.00	\$213,738.00	\$313,105.00	\$630,685.00
TRAVEL	\$1,725.00	\$8,400.00	\$8,775.00	\$18,900.00
EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00
SUPPLIES	\$196,805.00	\$176,220.00	\$93,756.00	\$466,781.00
CONTRACTUAL	\$419,548.00	\$988,495.00	\$1,102,000.00	\$0.00
OTHER	\$207,566.00	\$149,766.00	\$92,057.00	\$449,389.00
TOTAL DIRECT COSTS	\$1,221,962.00	\$2,124,427.00	\$2,437,694.00	\$5,784,083.00
INDIRECT COSTS	\$0.00	\$0.00	\$96,733.00	\$96,733.00
TOTAL	\$1,221,962.00	\$2,124,427.00	\$2,534,427.00	\$5,880,816.00