DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000288900006
AMENDMENT NO. 1

The Department of State Health Services ("**DSHS**" or "**System Agency**") and San Antonio Metropolitan Health District ("**Grantee**"), each a "**Party**" and collectively the "**Parties**," to that certain grant contract effective January 1, 2019 and denominated DSHS Contract No. HHS000288900006 (the "**Contract**"), now desire to amend the Contract.

Whereas, the Parties want to extend the term of the Contract to allow for successful completion of the project;

Whereas, the Parties want to increase the not-to-exceed amount of the Contract; and

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

Now, **therefore**, the Parties hereby amend and modify the Contract as follows:

1. **Section III** of the Signature Document, **Duration**, is hereby amended to reflect a revised termination date of December 31, 2020.

2. **Section IV** of the Signature Document, **Budget**, is hereby amended to increase the not-to-exceed amount of the Contract to **$4,215,882.00.** The total payment to Grantee for the period from January 1, 2019, through December 31, 2019 ("the 2019 Contract year"), is increased to **$2,078,009.00.** The total payment to Grantee for the period from January 1, 2020, through December 31, 2020 ("the 2020 Contract year"), is increased to **$2,137,873.00**. All payments for the 2019 and 2020 Contract years shall be made in accordance with **Attachment B-1, Revised 2019 and 2020 Budget**, which is attached hereto and incorporated into the Contract. Funding is contingent upon the availability of sufficient and adequate funds. If funds become unavailable for any reason, DSHS in its sole discretion may restrict, reduce, or terminate funding under this Contract.

3. **Attachment A** of the Contract, **Statement of Work**, is hereby amended and replaced in its entirety with **Attachment A-1, Revised Statement of Work**.

4. **Attachment C of the Contract**, **Reporting Requirements**, is hereby supplemented with the addition of **Attachment C-1, 2020 Reporting Requirements**.

5. This Amendment shall be effective upon execution.

6. Except as amended and modified by this Amendment, all terms and conditions of the Contract shall remain in full force and effect.

7. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR AMENDMENT NO. 1
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000288900006

DEPARTMENT OF STATE HEALTH SERVICES

DocuSigned by:
Jennifer Sims
FF74006FBA6747E...

Name: Jennifer Sims

Title: Deputy Commissioner

Date of Execution: November 22, 2019

GRANTEE

DocuSigned by:
Jennifer Herriott
CCED86FA566349A...

Name: Jennifer Herriott

Title: Interim Director of Health

Date of Execution: November 20, 2019

THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. HHS000288900006 ARE HEREBY INCORPORATED BY REFERENCE:

ATTACHMENT A-1	**REVISED STATEMENT OF WORK**
ATTACHMENT B-1	**REVISED 2019 AND 2020 BUDGET**
ATTACHMENT C-1	**2020 REPORTING REQUIREMENTS**
ATTACHMENT H-1	**FFATA CERTIFICATION**

ATTACHMENTS FOLLOW

ATTACHMENT A-1
REVISED STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee will:

A. Conduct programs, as described herein, to control and prevent the spread of Sexually Transmitted Diseases (STDs), including human immunodeficiency virus/acquired immunodeficiency syndrome (HIV/AIDS) and viral hepatitis in accordance with the Centers for Disease Control and Prevention's (CDC) STD Program Operations Guidelines, located at: http://www.cdc.gov/std/program/gl-2001.htm.

B. Perform the following six (6) core activities:
   1. Community and Individual Behavior Change Interventions;
   2. Medical and Laboratory Services;
   3. Partner Services;
   4. Leadership and Program Management;
   5. Surveillance and Data Management; and
   6. Training and Professional Development.

C. Maintain written program procedures covering these six (6) core activities. All procedures shall be consistent with the requirements of this Contract.

D. Perform the activities required under this Contract in the service area designated in this Contract. Service area will include the following county(ies): Bexar County

E. Designate, from its staff, a Local Responsible Party (LRP) who has the overall responsibility to ensure the security of the HIV/STD confidential information maintained by the Grantee as part of the activities under this Contract.

F. Comply with all applicable federal and state policies, standards, and guidelines (as revised). The following documents are incorporated herein by reference and made part of this Contract:
   1. DSHS HIV and STD Program Operation 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: http://www.dshs.texas.gov/hivstd/policy/policies/530-001.shtm.

G. Comply with all applicable federal and state regulations and statutes, as amended, including, but not limited to:
   1. Chapters 81 and 85 of the Texas Health and Safety Code;
      a. Comply with the Texas Health and Safety Code, §85.085, Physician Supervision of Medical Care, to ensure a licensed physician shall 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. Misuse of Funds and Performance Malfeasance which states:
      a. Report to the contract manager assigned to the Contract, any knowledge of debarment, suspected fraud, program abuse, possible illegal expenditures, unlawful activity, or violation of financial laws, rules, policies, and procedures related to performance under this Contract;
      b. Make such report no later than three (3) working days from the date the Grantee has knowledge or reason to believe such activity has taken place;
      c. If this Contract is federally funded by the Department of Health and Human Services (HHS):
         i. Report any credible evidence that a principal, employee, subgrantee or agent of Grantee, or any other person, has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds; and
         ii. Make this report to the SAO at http://sao.fraud.texas.gov, and to the HHS Office of Inspector General at http://www.oig.hhs.gov/fraud/hotline/ no later than three (3) working days from the date the Grantee has knowledge or reason to believe such activity has taken place.

H. Perform all activities in accordance with the terms of this Contract (including detailed budget) and any subsequent DSHS Program instructions given to Grantee pursuant to it. All of the above-named documents are incorporated herein by reference and made a part of this Contract. Grantee must receive written approval from DSHS before varying from applicable policies, procedures, and protocols and must update its implementation documentation within forty-eight (48) hours of making approved changes so staff working on activities under this Contract knows of the change(s).

I. DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS Program will monitor Grantee's expenditures on a

quarterly basis. If expenditures are below the total Contract amount, Grantee's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

II. PERFORMANCE MEASURES

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

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

1. Syphilis Objectives
   a. Ensure all individuals newly diagnosed with early syphilis are interviewed within three (3) days of assignment. If data indicates less than 85% of individuals newly diagnosed with early syphilis covered by the scope of this Contract are interviewed as described, DSHS may (at its sole discretion) require additional measures be taken by the Grantee to improve that percentage. In that scenario, Grantee must follow those additional measures, and do so according to the timetable mandated by DSHS. Note: Early syphilis is defined as all syphilis cases which are determined to be primary, secondary, or early non-primary/non-secondary syphilis, as defined by the Centers for Disease Control and Prevention: https://wwwn.cdc.gov/nndss/conditions/syphilis/case-definition/2018/.
   b. Achieve a partner index of at least 2.0 for all interviews conducted on individuals newly diagnosed with early syphilis. If data indicates less than a 2.0 partner index for all interviews conducted for early syphilis by Disease Intervention Specialists (DIS), DSHS may (at its sole discretion) require additional measures be taken by the Grantee to improve that percentage. In that scenario, Grantee must follow those additional measures, and do so according to the timetable mandated by DSHS.
   c. Ensure all partners initiated (partners obtained from the interview/case management process with locating information as outlined by Chapter 9: Disease Intervention Specialist Performance Standards to attempt notification on early syphilis interviews) are notified of the disease exposure. If data indicates less than .75 partner notification index for all initiated partners, DSHS may (at its sole discretion) require additional measures be taken by the Grantee to improve that

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

d. Ensure all partners notified of syphilis exposure are tested and treated for syphilis, including incubating syphilis (disease intervention index). If data indicates less than 60% of notified partners are tested and treated as described, DSHS may (at its sole discretion) require additional measures be taken by the Grantee to improve that percentage. In that scenario, Grantee must follow those additional measures, and do so according to the timetable mandated by DSHS.

e. Ensure a treatment index of at least .75 for all interviews conducted on individuals newly diagnosed with early syphilis. If data indicates less than .75 treatment index, DSHS may (at its sole discretion) require additional measures be taken by the Grantee to improve that percentage. In that scenario, Grantee must follow those additional measures, and do so according to the timetable mandated by DSHS.

2. HIV Objectives

a. Ensure 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 85% of individuals newly diagnosed with HIV are interviewed as described, DSHS may (at its sole discretion) require additional measures be taken by the Grantee to improve that percentage. In that scenario, Grantee must follow those additional measures, and do so according to the timetable mandated by DSHS.

b. Ensure all individuals interviewed that have been newly diagnosed with HIV successfully complete their first HIV medical appointment. If data indicates less than 90% of new HIV-positive clients interviewed successfully complete their first HIV medical appointment, DSHS may (at its sole discretion) require additional measures be taken by the Grantee to improve that percentage. In that scenario, Grantee must follow those additional measures, and do so according to the timetable mandated by DSHS.

c. Achieve a partner index of at least 2.0 for interviews conducted on individuals newly diagnosed with HIV. If data indicates a partner index of less than 2.0 for individuals interviewed by DIS, DSHS may (at its sole discretion) require additional measures be taken by the Grantee to improve that percentage. In that scenario, Grantee must follow those additional measures, and do so according to the timetable mandated by DSHS.

d. Ensure all partners initiated (partners obtained from the interview/case management process with enough locating information to attempt notification) on a new HIV interview are notified of the disease exposure. If data indicates less than .75 partner notification index, DSHS may (at its sole discretion) require additional measures be taken by the Grantee to improve that percentage. In that

scenario, Grantee must follow those additional measures, and do so according to the timetable mandated by DSHS.

e. Ensure all partners notified for HIV exposure are tested for HIV. If data indicates less than 60% of the notified partners are tested for HIV, DSHS may (at its sole discretion) require additional measures be taken by Grantee to improve that percentage. In that scenario, Grantee must follow those additional measures, and do so according to the timetable mandated by DSHS.

f. Ensure 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 who have been out of care for more than six (6) months, are re-engaged to establish HIV medical services. The activities taken to locate the person must be documented in the designated data system. This includes confirmation that the client attended his/her HIV medical care appointment. All the tasks described in this provision must be completed by a Disease Intervention Specialist (DIS).

3. Congenital Syphilis Objectives

a. Establish and provide administrative support for the Bexar County Fetal Infant Mortality Review for Congenital Syphilis (FIMR-CS).

b. Provide technical assistance and guidance to create systems to ensure testing for syphilis is conducted, at a minimum, at first prenatal visit and during third trimester.

c. Ensure pregnant women with syphilis are identified and treated appropriately and timely to prevent congenital syphilis.

d. Establish a community involvement task force to provide support to the Bexar County FIMR-CS.

e. Recruit appropriate members from the community (e.g., hospital district staff) for membership on the task force and FIMR-CS, which will include DSHS staff.

f. Perform chart abstractions and compile data in a centralized database.

g. Develop and compile an FIMR-CS orientation guide, case review portfolio, and participant list.

h. Provide meeting facilitation and logistic coordination for task force and FIMR-CS meetings.

i. Provide support for three quarterly task force meetings and the implementation of FIMR-CS activities including data abstraction, case review compilation, and case review team and community action team support.

j. Report on activities related to FIMR-CS through the semiannual PHFU report.

4. Molecular HIV Surveillance (MHS) Objectives
    a. Management Analysts will assist with Molecular HIV Surveillance (MHS) activities related to clusters in Bexar County. This position will be responsible for: linking persons who are not in care to HIV medical care; offering additional HIV testing to persons identified within the MHS cluster who tested negative in the past; linking persons newly diagnosed with HIV to HIV medical care; linking persons who test negative for HIV to Pre-Exposure Prophylaxis (PrEP) services; conducting chart abstractions for assigned persons within one or more MHS clusters, as determined by DSHS; and conducting public health detailing with appropriate health care providers to ensure providers understand the importance of routine HIV testing, the HIV diagnostic algorithm, PrEP and how to prescribe or to make a referral to PrEP, and genotyping/resistance testing for persons newly diagnosed with HIV.
    b. Ensure all individuals newly diagnosed with HIV will be interviewed in accordance with DSHS HIV/STD Program POPS. If data indicates less than 85% of individuals newly diagnosed with HIV are interviewed, DSHS may (at its sole discretion) require additional measures be taken to improve that percentage according to the timetable mandated by DSHS.
    c. Ensure all partners elicited will be entered into the STD data management system, according to the DSHS HIV/STD Program POPS, Chapter 8.
    d. Ensure all persons within the social-sexual network of an identified HIV genotype cluster who have been previously diagnosed with HIV and who have been out of care for more than six (6) 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.
    e. Deliver all positive test results within the designated timeframes referenced in the DSHS HIV/STD Program POPS. Staff will ensure the client understands his/her results and is linked to other medical and social resources as appropriate (e.g., HIV testing and counseling; Pre-Exposure Prophylaxis; Harm Reduction Services; STD clinical services; partner services; HIV medical and support services; substance abuse treatment services; and mental health services).
    f. Ensure that each HIV/AIDS case reflects the following:
        i. The patient was informed of HIV status;
        ii. Partner services were discussed and offered, if appropriate; and
        iii. Referrals for appropriate additional services (e.g., HIV Services, Other Medical Services, and Substance Abuse Treatment) were made. If data indicates that this requirement is being met less that ninety percent (90%) of the time, DSHS may (at its sole discretion) require additional measures be taken to improve that percentage according to the timetable mandated by DSHS.

g. Complete the cluster abstraction form provided by DSHS. If data indicates less than eighty-five percent (85%) of cases assigned for abstraction have a completed cluster abstraction form, DSHS may (at its sole discretion) require additional measures to be taken to improve that percentage according to the timetable mandated by DSHS.
h. 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).

5. Other Objectives
   a. Ensure a complaint process is maintained and posted in the areas where services are provided, in accordance with DSHS HIV/STD Program POPS, Chapter 12 - STI Clinical Standards.
   b. Maintain a staff retention policy.
   c. Participate in targeted evaluation activities and other projects as required by DSHS or CDC.
   d. Elicit feedback from individuals served by the Grantee in the form of a client survey.
   e. Ensure the client survey is conducted at a minimum of two (2) times per year for a total of thirty (30) days. The summary of the feedback must be available for review and identified concerns must be addressed within thirty (30) days of the feedback period.
   f. Establish and maintain mutually agreed-upon formal written procedures with local providers to ensure the provision of partner services in accordance with DSHS HIV/STD Program POPS. The procedures must specify processes (e.g., communication) to facilitate timely partner elicitation by the local health department following the delivery of HIV-positive test results to clients by Grantee.
   g. Establish and maintain mutually agreed-upon formal written procedures with local agencies who provide services frequently needed by clients seeking HIV/STD services from Grantee in accordance with DSHS HIV/STD Program POPS. The procedures must specify processes (e.g., communication) to facilitate timely partner elicitation by the local health department following the delivery of HIV-positive test results to clients by Grantee, including but not limited to:
      i. HIV testing and counseling;
      ii. STD clinical services;
      iii. Partner services;
      iv. HIV medical and support services;
      v. Substance abuse treatment services;
      vi. Harm reduction services; and
      vii. Mental health services.

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

h. Ensure performance of activities under this Contract is of a high quality and consistent with all the requirements of this Contract, in order to meet DSHS' high performance expectations.

i. Performance of Grantee, 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 will be regularly assessed. Failure to comply with stated requirements and contractual conditions may result in the immediate loss of Contract funds at the discretion of DSHS.

j. All staff operating under this Statement of Work must be permitted to provide HIV and/or syphilis screening(s) by collecting blood-based specimens, in both field and clinical settings. Supplemental testing must be collected by venipuncture immediately, on site, after a point-of-care preliminary positive test result. Staff will offer and perform these tests unless the client refuses. HIV and syphilis specimens may be submitted through the DSHS public health laboratory or another laboratory designated by the Grantee and approved in advance by DSHS.

k. All staff operating under this Statement of Work must be permitted to deliver all HIV and/or STD results, including positive results, in both field and clinical settings.

l. When conducting field work, all staff operating under this Statement of Work must be permitted to disclose the reason s/he is contacting them (ex. exposure to someone who tested positive for HIV and wanted to ensure s/he had the ability to be tested, positive test results were received from a provider, laboratory, life insurance company, etc.).

m. Staff operating under this Statement of Work will deliver all positive test results within the designated timeframes referenced in the DSHS HIV/STD Program POPS. Staff will ensure the client understands the infection(s) s/he has tested positive for, is offered appropriate treatment for his/her infection(s) and is linked to other medical and social resources as appropriate (e.g., HIV testing and counseling; Pre-Exposure Prophylaxis; Harm Reduction Services; STD clinical services; partner services; HIV medical and support services; substance abuse treatment services; and mental health services).

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

   a. Follow the requirements for examining, testing, and treating individuals served in public STD clinics. If data indicates that less than 90% of individuals served were examined, tested and/or treated for STD(s) as medically appropriate, within twenty-four (24) hours of seeking services, DSHS may (at its sole discretion)

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

b. Individuals seeking STD diagnostic and/or treatment services in public STD clinics shall be medically managed according to Grantee written protocols in compliance with DSHS HIV/STD Program POPS, and with CDC STD Treatment Guidelines 2015 (as revised).
c. Ensure individuals seeking STD diagnostic and/or treatment services in public STD clinics will be referred for Pre-Exposure Prophylaxis/Non-Occupational Post-Exposure Prophylaxis (PrEP)/nPEP) services if at increased risk for HIV but currently HIV negative. Individuals to be prioritized for PrEP referrals include: Men who have Sex with Men (MSM) with rectal GC and/or syphilis, individuals who have an HIV+ partner, individuals in the social-sexual network of an identified HIV genotype cluster, and others at increased risk for HIV who could benefit from PrEP.
d. Ensure 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 DIS or other linkage worker to ensure they are re-engaged into HIV medical care.

III. TRAINING REQUIREMENTS

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

Grantee will:

A. Authorize and require their staff to attend training, conferences, and meetings as directed by DSHS Program.

1. Disease Intervention Specialist (DIS) Training Requirements
   a. Read and acknowledge the following DSHS HIV/STD Program POPS chapters:
      i. Chapter 3: HIV/STI Partner Services and Seropositive Notification; and
      ii. Chapter 9: Disease Intervention Specialists Performance Standards.
   b. Successfully complete the DSHS-approved Fundamentals of STD Intervention (FSTDI), including all prerequisites, within six (6) months of employment.
   c. Successfully complete the DSHS-approved Fundamentals of Counseling and Testing (FCT) or equivalent within six (6) months of employment.
   d. Successfully complete training and demonstrate knowledge of TB/HIV/STD Information System (THISIS).
   e. Participate in the HIV Navigation in Texas (HNT) within one (1) year of employment.

f. Successfully complete venipuncture training that has been approved by the local health authority, within sixty (60) days of employment.
g. Successfully complete training for all locally sanctioned testing technologies used for specimen collection and processing.
h. With more than one (1) year of experience, shall successfully complete additional courses as required by DSHS.

2. First-Line Supervisors (FLS) Training Requirements
   a. Read and acknowledge the following DSHS HIV/STD Program POPS chapters:
      i. Chapter 10: First-Line Supervisors Performance Standards; and
      ii. Chapter 11: Regional and Local Health Department HIV/STD Program Manager Performance Standards, in addition to what is required of the DIS.
   b. Successfully complete training activities as required for DIS under this Contract and must take the next available Texas First-Line Supervisor (TXFLS) training.
   c. If new to the jurisdiction, participate in the HIV Navigation in Texas within one (1) year of employment.
   d. Attend and participate in the DSHS FLS Summit, as scheduled.
   e. Participate in the quarterly DSHS FLS calls.
   f. Attend and participate in any other required DSHS trainings, as scheduled.

3. Program Manager (PM) Training Requirements
   a. Read and demonstrate understanding of the following DSHS HIV/STD Program POPS chapters:
      i. Chapter 11, Regional and Local Health Department HIV/ Program Manager Performance Standards, in addition to what is required of the FLS and DIS.
   b. PMs operating under this Contract must complete all training requirements of a DIS and FLS.
   c. Participate in the DSHS Leadership Meeting, as scheduled.
   d. Participate in the monthly DSHS Leadership calls.

4. Recommended trainings and topics for all program staff:
   a. Health Insurance Portability and Accountability Act (HIPAA)
   b. Ethics
   c. Field Safety
   d. Health Equities
   e. Cultural Humility
   f. CPR/First Aid
   g. Automated External Defibrillators (AED)
   h. Defensive Driving
   i. Approaches in Harm Reduction
   j. Self-Defense

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

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

IV. CONFIDENTIALITY

Grantee will:

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 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 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 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 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 all Grantee staff with access to confidential information are trained on federal and state privacy laws and policies before access to confidential information is granted; this training will be renewed once during the term of this Contract.
9. Thoroughly and quickly investigate all suspected breaches of confidentiality in consultation with the DSHS LRP to ensure compliance with the DSHS Program Policy, TB/HIV/STD and Viral Hepatitis Breach of Confidentiality Response Policy, located at: http://www.dshs.texas.gov/hivstd/policy/security.shtm.
10. Ensure all required quarterly reports are submitted on time.

C. Include the following in their security procedures:
   1. 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 requests for TB/HIV/STD systems user account terminations are sent to DSHS within 1 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 portable devices used to store confidential data are approved by the LRP and encrypted.

K. Ensure confidential data/documents are:
   1. Maintained in a secured area;
   2. Locked when not in use;
   3. Not left in plain sight; and
   4. Shredded before disposal.

V. HIV/STD RAPID RESPONSE PLAN

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

Grantee will:

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

B. Establish and maintain collaborative relationships with local businesses, community clinics, and community-based organizations who serve populations most affected by HIV or other STDs, as well as with appropriate local and institutional individuals and groups (e.g., providers, hospitals, mental health and intellectually disabled facilities, infection control nurses), in order to implement the local Rapid Response Plan.

C. Continue to enhance their current HIV/STD surveillance system, including, but not limited to:
   1. Improving reporting of providers and laboratories; and
   2. Increasing the number of sites that report electronically.

D. Make all directed revisions to the Rapid Response Plan, and shall submit a revised version to the DSHS designated program consultant by the directed deadline.

E. Notify local leadership and key stakeholders of the finalized plan and maintain a copy within the Program.

F. Comply with the final, approved version of the Rapid Response Plan when an outbreak is identified.

VI. DATA TO CARE

Grantee will:

A. Establish a schedule with DSHS for when surveillance line lists of clients will be sent to them for public health follow-up. Grantee shall notify DSHS if the schedule or public health follow-up work load needs to be adjusted.

B. Ensure 25% of eligible HIV-positive persons who are identified and appear to be without regular HIV medical services based on laboratory criteria (e.g., viral load/CD4 results) or evidence from a provider/case manager are referred to a Linkage to Care Disease Intervention Specialist (DIS). 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. If data indicates less than 25% of identified HIV-positive clients are referred to a Linkage to Care Disease Intervention Specialist (DIS), DSHS may (at its sole discretion) require additional measures be taken by the Grantee to improve that percentage. In that scenario, Grantee must follow those additional measures, and do so according to the timetable mandated by DSHS.

C. Ensure 25% of eligible persons who have been identified as out of medical care for more than six (6) months after their initial diagnosis are contacted by a Linkage to Care Disease Intervention Specialist (DIS) to re-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. If data indicates less than 25% of eligible HIV-positive clients who have been identified out of medical care for more than six (6) months after their initial diagnosis are referred to a Linkage to Care Disease Intervention Specialist (DIS) to re-establish HIV medical 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.

D. Inform the local HIV Ryan White Planning Council of activities and outcomes of Data to Care efforts, at least semiannually. The report will include, but is not limited to, the summary of outcomes for investigations initiated; the number of re-engaged individuals who are retained in HIV medical care one year after re-engagement; and viral suppression outcomes for re-engaged individuals one and two years after re-engagement

who were linked to care as a result of the intervention. DSHS will assist the Grantee in the analysis of these outcomes.

E. Share successes, failures, and best practices for Data to Care linkage/re-linkage with DSHS Central Office and other Data to Care sites. These will be shared and discussed during regularly scheduled calls with DSHS Central Office and Data to Care funded sites.

F. Establish an agreement with at least one HIV care provider in their area. The agreement will outline procedures to ensure the local health department will receive a line listing of persons who may be out medical care from that facility. The procedures may include, but should not be limited to, the following activities: conduct a data match to surveillance data to determine if an individual requires follow-up for linkage services and conduct re-linkage activities for those individuals requiring linkage services.

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

Grantee will:

A. Deliver each of the program components listed below:
   1. Promotion of PrEP/nPEP through community education and awareness activities;
   2. Promotion of adoption of PrEP/nPEP by local clinical providers; and
   3. Delivery of PrEP/nPEP clinical and client support services.

B. Tailor education and awareness efforts to the priority population(s) in the community, to include, but not be limited to, Men who have Sex with Men (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).

C. 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.

D. Provide consultation to other STD clinics and local/county health departments who are initiating PrEP/nPEP services in their practice and who prescribe PrEP/nPEP, as needed.

E. Develop patient care protocols, policies, and procedures for PrEP/nPEP clinical and support services, and share these with other stakeholders and providers.

F. 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.

G. Ensure that ninety percent (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.

H. Refer ninety percent (90%) of PrEP/nPEP-eligible clients to PrEP/nPEP services.

I. Ensure that ninety percent (90%) of PrEP/nPEP-eligible clients have access to same-day services for PrEP/nPEP in the Grantee's clinic.

J. Ensure that at least eighty percent (80%) of all individuals referred to an in-house PrEP provider receive a prescription for PrEP by the end of the Contract term.

K. 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.

L. Track clients who have completed their nPEP regimen and link them to PrEP services. Ensure that at least fifty percent (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.

M. Ensure staff will work with clients to promote adherence to treatment instructions.

N. Ensure 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.

O. Assess client needs for HIV prevention, medical services, and social services by examining social and ecological factors that increase vulnerability to HIV.

P. 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.

Q. Provide clinical services staff appropriate supervision.

R. 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.

S. Conduct annual quality assurance activities using DSHS 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.

T. Submit a workplan, 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.

U. Ensure 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.

V. Submit semiannual reports to HIVSTDReport.Tech@dshs.texas.gov and other DSHS staff as specified by DSHS PHFU Narrative format.

W. Grantees will be monitored on their ability to achieve program performance standards of numbers of clients to be served as outlined below, which will be reported semiannually through their required PHFU report:

Numbers to be Served	
Objectives	Reporting mechanism
Number of clinic clients screened for PrEP and nPEP eligibility by the end of the initial Contract term.	Local EHR
Number of PrEP-eligible clients who are referred to a PrEP provider by the end of the initial Contract term.	Evaluation Web
Number of PrEP-eligible clients who are referred to an in-house PrEP provider by the end of the initial Contract term.	Evaluation Web
Number of PrEP-eligible clients who are prescribed a PrEP regimen by the end of the initial Contract term.	Evaluation Web
Number of nPEP-eligible clients who are prescribed and complete an nPEP regimen by the end of the initial Contract term.	Local EHR/Semiannual Reports
Number of nPEP clients who transition from nPEP to PrEP by the end of the initial Contract term.	Local EHR/Semiannual Reports

Definitions for Performance Measures and Standards

1. Screened: individual is screened for PrEP using a validated or otherwise homegrown and community-informed tool and a determination of their eligibility/candidacy is made and documented;

2. Referred: individual is actively referred to an internal or external PrEP provider and minimally given direct contact information for scheduling an appointment;
3. Complete an nPEP regimen: individual completes the 28-day course of antiretroviral therapy and is retested for HIV to confirm effectiveness; and
4. Transition from nPEP to PrEP: individual who has completed an nPEP regimen is referred to and seen by a PrEP provider and prescribed PrEP.

VIII. STRATEGIC PARTNERSHIPS AND PLANNING TO SUPPORT ENDING THE HIV EPIDEMIC

The Grantee will conduct a community planning process and produce a plan to address ending the HIV epidemic in their service area. The plan must contain the elements below:

A. A planned community engagement strategy that describes community partners and stakeholders who will be engaged in the planning process, how community partners and stakeholders will be engaged, and a timeline of engagement activities. The community engagement strategy should include representation from local planning councils, HIV service providers, communities vulnerable to HIV, mental health providers, substance abuse providers, and other local partners.

B. A brief situational analysis that provides an overview of the strengths, challenges, and identified needs with respect to key aspects of HIV prevention and care activities. The analysis should synthesize information from the local epidemiologic profile, and from local community engagement activities.

C. A description of strategies to end the HIV epidemic in the service area. Strategies should be based on the results of the situational analysis and should be developed in consultation with community members through the community engagement process. The identified strategies should align with the focus areas of the Texas Achieving Together plan and the strategies of the national Ending the HIV Epidemic initiative.

D. An implementation plan for activities to address the identified strategies. The implementation plan should be time-delineated, addressing specific activities to occur over the first 2 years of the plan implementation and broad activities to occur in years 3-5 of the plan. The implementation plan must include a description of the activities, the time when those activities will occur, and who is responsible for each activity.

E. A letter of concurrence signed by representatives of the community, including the planning council, that indicates the community agrees with and supports the strategies and activities outlined in the plan.

IX. INVOICE AND PAYMENT

A. Grantee will request payment 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

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 776-7442. Email invoices to: invoices@dshs.texas.gov and cmsinvoices@dshs.texas.gov.

B. DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS Program will monitor Grantee's expenditures on a quarterly basis. If expenditures are below the amount in Grantee's total Contract, Grantee's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

ATTACHMENT B-1
REVISED 2019 & 2020 BUDGET
Contract No. HHS000288900006

BUDGET CATEGORIES	REVISED 2019 BUDGET January 1, 2019 – December 31, 2019	2020 BUDGET January 1, 2020 – December 31, 2020
PERSONNEL	$855,531.00	$882,286 .00
FRINGE BENEFITS	$323,981.00	$321,693.00
TRAVEL	$29,247.00	$41,285.00
EQUIPMENT	$40,350.00	$117,000.00
SUPPLIES	$360,385.00	$309,286.00
CONTRACTUAL	$0.00	$64,803.00
OTHER	$162,550.00	$184,443.00
TOTAL DIRECT CHARGES	$1,772,044.00	$1,920,796.00
INDIRECT CHARGES	$305,965.00	$217,077.00
TOTAL	**$2,078,009.00**	**$2,137,873.00**

ATTACHEMENT C-1
2020 REPORTING REQUIREMENTS

2020 Reporting Requirements				
Report Name	**Frequency**	**Period Begin**	**Period End**	**Due Date**
Semiannual Report	Semiannually	01/01/2020	06/30/2020	07/31/2020
Semiannual Report	Semiannually	07/01/2020	12/31/2020	01/31/2021
Congenital Syphilis Case Investigation and Infant Syphilis Control Records	Monthly	01/01/2020	12/31/2020	Due thirty (30) calendar days after period being reported. *This report is submitted through THISIS and is subject to HIPAA and PHI data requirements.
Local Responsible Party (LRP) Report	Semiannually	01/01/2020	06/30/2020	07/1/2020
LRP Report	Semiannually	07/01/2020	12/30/2020	12/31/2020
Financial Status Report (FSR)	Quarterly	01/01/2020	03/31/2020	04/30/2020
FSR	Quarterly	04/01/2020	06/30/2020	07/31/2020
FSR	Quarterly	07/01/2020	09/30/2020	10/31/2020
FSR	Quarterly	10/01/2020	12/31/2020	02/15/2021