

**DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT 2016-001346-00**



This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and City of Austin Health and Human Services (Contractor), a Governmental, (collectively, the Parties) entity.

**1. Purpose of the Contract:** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

**2. Total Amount:** The total amount of this Contract is \$440,260.00.

**3. Funding Obligation:** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

**4. Term of the Contract:** This Contract begins on 01/01/2016 and ends on 12/31/2016. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

**5. Authority:** As applicable, DSHS enters into this Contract under the authority of Texas Health and Safety Code Chapters 12 or 1001 or Texas Government Code Chapters 531, 771, 791 or 2155.

**6. Program Name:** STD/HIV STD-HIV prevention services

## 7. Statement of Work:

Contractor shall 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>

Contractor shall perform the following six (6) core activities:

- Community and Individual Behavior Change Interventions;
- Medical and Laboratory Services;
- Partner Services;
- Leadership and Program Management;
- Surveillance and Data Management; and
- Training and Professional Development.

Contractor shall maintain written program procedures covering these six (6) core activities. All procedures shall be consistent with the requirements of this Program Attachment.

Contractor shall perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

Contractor shall 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 Contractor as part of the activities under this Program Attachment.

Contractor shall 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 Program Attachment:

- DSHS HIV and STD Program Operation Procedures and Standards (POPS), located at <http://www.dshs.state.tx.us/hivstd/pops/default.shtm>;
- DSHS TB/HIV/STD and Viral Hepatitis Unit Security Policies and Procedures, located at <http://www.dshs.state.tx.us/hivstd/policy/security.shtm> ;
- CDC STD Program Operations Guidelines, located at <http://www.cdc.gov/std/program/gl-2001.htm>; and
- CDC STD Treatment Guidelines, located at <http://www.cdc.gov/std/treatment/>

Contractor shall comply with all applicable federal and state regulations and statutes, including, but not limited to:

- Chapters 81 and 85 of the Texas Health and Safety Code;

Contractor shall 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.

- Chapter 93 of the Texas Health and Safety Code (relating to Education and Prevention Programs for Hepatitis C);
- Title 25 Texas Administrative Code (TAC), Chapter 97; and Article X. Notice Requirements of the General Provisions of this Contract: §10.06. Misuse of Funds and Performance Malfeasance which states:

Contractor shall report to the contract manager assigned to the Program Attachment, 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. Contractor shall make such report no later than three (3) working days from the date the Contractor has knowledge or reason to believe such activity has taken place. Additionally, if this Contract is federally funded by the Department of Health and Human Services (HHS), Contractor shall report any credible evidence that a principal, employee, subcontractor or agent of Contractor, 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. Contractor shall make this report to the SAO at <http://sao.fraud.state.tx.us>, 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 Contractor has knowledge or reason to believe such activity has taken place.

Contractor shall perform all activities in accordance with the terms of this Program Attachment (including detailed budget) and any subsequent DSHS Program instructions given to Contractor pursuant to it. All of the above named documents are incorporated herein by reference and made a part of this Program Attachment. Contractor 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 Program Attachment knows of the change(s).

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

Contractor agrees to read DSHS Contractor Financial Procedures Manual (CFPM) and work with DSHS staff regarding the management of funds received under this Contract.  
<http://www.dshs.state.tx.us/contracts/cfpm.shtm>.

#### Use of Funds:

Contractor is allocated \$440,260 from January 1, 2016 – December 31, 2016.

#### PERFORMANCE MEASURES:

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

#### STD PROGRAM OBJECTIVES:

Contractor shall follow the requirements for each of the STD Program objectives, as excerpted below. If the

data submitted by Contractor (or otherwise obtained by DSHS) indicates the Contractor'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 Contractor to improve performance. Contractor must implement these measures according to a timetable mandated by DSHS.

### Syphilis Objectives

- Contractor shall ensure all clients are interviewed in accordance with DSHS POPS. If data indicates less than 90% of the early syphilis cases covered by the scope of this Program Attachment are interviewed as described, DSHS may (at its sole discretion) require additional measures be taken by the Contractor to improve that percentage. In that scenario, Contractor must follow those additional measures, and do so according to the timetable mandated by DSHS;
- Contractor shall ensure all clients with an identified early case of syphilis are interviewed for sex partners, suspects, and associates within three (3) days of confirmation of the case report. If data indicates less than 85% of early syphilis cases are interviewed as described within three (3) days of confirmation of the case report, DSHS may (at its sole discretion) require additional measures be taken by the Contractor to improve that percentage. In that scenario, Contractor must follow those additional measures, and do so according to the timetable mandated by DSHS;
- Contractor shall ensure syphilis case management activities result in disease intervention. If data indicates less than 60% of early syphilis cases interviewed did not receive case management activities resulting in disease intervention, DSHS may (at its sole discretion) require additional measures be taken by the Contractor to improve that percentage. In that scenario, Contractor must follow those additional measures, and do so according to the timetable mandated by DSHS;
- Contractor shall ensure all early syphilis cases have documented HIV status. If data indicates less than 95% of early syphilis cases have HIV status, DSHS may (at its sole discretion) require additional measures be taken by the Contractor to improve that percentage. In that scenario, Contractor must follow those additional measures, and do so according to the timetable mandated by DSHS;
- Contractor shall achieve a partner index of at least 2.0 for early syphilis cases interviewed. If data indicates less than a 2.0 partner index for early syphilis cases interviewed by DIS, DSHS may (at its sole discretion) require additional measures be taken by the Contractor to improve that percentage. In that scenario, Contractor must follow those additional measures, and do so according to the timetable mandated by DSHS;
- Contractor shall work to achieve a cluster index of at least 1.5 for early syphilis cases interviewed. If data indicates less than a 1.5 cluster index for early syphilis cases interviewed by DIS, DSHS may (at its sole discretion) require additional measures be taken by the Contractor to improve that percentage. In that scenario, Contractor must follow those additional measures, and do so according to the timetable mandated by DSHS;
- Contractor shall ensure a treatment index of at least .75 for early syphilis cases interviewed. If data indicates less than .75 treatment index for early syphilis cases interviewed, DSHS may (at its sole discretion) require additional measures be taken by the Contractor to improve that percentage. In that scenario, Contractor must follow those additional measures, and do so according to the timetable mandated by DSHS;
- Contractor shall ensure all initiated early syphilis sex partners (partners obtained from the

interview/case management process with enough locating information to attempt notification – see POPS) are examined for syphilis. If data indicates less than 70% of initiated partners to early syphilis are examined as described, DSHS may (at its sole discretion) require additional measures be taken by the Contractor to improve that percentage. In that scenario, Contractor must follow those additional measures, and do so according to the timetable mandated by DSHS;

- Contractor shall ensure all initiated and examined sex partners to early syphilis are closed to final disposition in accordance with POPS within seven (7) calendar days of initiation. If data indicates less than 70% of initiated and examined partners to early syphilis are closed to final disposition within seven (7) calendar days of initiation, DSHS may (at its sole discretion) require additional measures be taken by the Contractor to improve that percentage. In that scenario, Contractor must follow those additional measures, and do so according to the timetable mandated by DSHS;

- Contractor shall ensure all initiated and examined neonatal and prenatal reactive serologic tests for syphilis (STS) are dispositioned within seven (7) calendar days. If data indicates less than 85% of initiated and examined in-jurisdiction neonatal and prenatal reactive STS are dispositioned within seven (7) calendar days, DSHS may (at its sole discretion) require additional measures be taken by the Contractor to improve that percentage. In that scenario, Contractor must follow those additional measures, and do so according to the timetable mandated by DSHS; and,

- Contractor shall ensure all initiated and examined reactive STS are closed to final disposition within seven (7) calendar days of initiation. If data indicates that less than 75% of initiated and examined reactive STS are closed to final disposition within seven (7) calendar days of initiation, DSHS may (at its sole discretion) require additional measures be taken by the Contractor to improve that percentage. In that scenario, Contractor must follow those additional measures, and do so according to the timetable mandated by DSHS.

#### HIV Objectives

- Contractor shall ensure all new HIV cases will be interviewed for partners, suspects, and associates. If data indicates less than 85% of new HIV cases are interviewed for partners, suspects, and associates, DSHS may (at its sole discretion) require additional measures be taken by the Contractor to improve that percentage. In that scenario, Contractor must follow those additional measures, and do so according to the timetable mandated by DSHS;

- Contractor shall ensure all new HIV cases interviewed will be interviewed within 7 days. If data indicates less than 85% of new HIV cases are interviewed within 7 days, DSHS may (at its sole discretion) require additional measures be taken by the Contractor to improve that percentage. In that scenario, Contractor must follow those additional measures, and do so according to the timetable mandated by DSHS;

- Contractor shall ensure all new HIV positive clients interviewed successfully complete their first HIV medical appointment. If data indicates less than 85% of new HIV-positive clients interviewed successfully complete their first HIV medical appointment, DSHS may (at its sole discretion) require additional measures be taken by the Contractor to improve that percentage. In that scenario, Contractor must follow those additional measures, and do so according to the timetable mandated by DSHS;

- Contractor shall achieve a partner index of at least 2.0 for newly diagnosed HIV-positive cases interviewed by DIS. If data indicates a partner index of less than 2.0 for newly diagnosed HIV-positive cases interviewed by DIS, DSHS may (at its sole discretion) require additional measures be taken by the

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

- Contractor shall achieve a cluster index of at least 1.5 for newly diagnosed HIV-positive cases interviewed by DIS. If data indicates a cluster index less than 1.5 for newly diagnosed HIV-positive cases interviewed by DIS, DSHS may (at its sole discretion) require additional measures be taken by the Contractor to improve that percentage. In that scenario, Contractor must follow those additional measures, and do so according to the timetable mandated by DSHS;
- Contractor shall ensure all located new partners, suspects, and associates of HIV-positive clients receive an HIV test. If data indicates less than 90% of the located new partners, suspects, and associates of HIV-positive clients receive an HIV test, DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage. In that scenario, Contractor must follow those additional measures, and do so according to the timetable mandated by DSHS;
- Contractor shall ensure all new partners to HIV-positive persons interviewed are examined. If data indicates less than 70% of new partners to HIV are examined, DSHS may (at its sole discretion) require additional measures be taken by the Contractor to improve that percentage. In that scenario, Contractor must follow those additional measures, and do so according to the timetable mandated by DSHS; and,
- Contractor shall ensure all located partners to HIV-positive persons interviewed are closed to final disposition within seven (7) calendar days of initiation. If data indicates less than 70% of all located partners to HIV are closed to final disposition within seven (7) calendar days of initiation, DSHS may (at its sole discretion) require additional measures be taken by the Contractor to improve that percentage. In that scenario, Contractor must follow those additional measures, and do so according to the timetable mandated by DSHS.

#### Data to Care Objectives

- Contractor shall ensure all HIV positive clients who 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 Disease Intervention Specialist (DIS).
- Contractor shall ensure persons who have been out of medical care for more than six (6) months receive public health follow up 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. All the tasks described in this provision must be completed by a Disease Intervention Specialist (DIS).
- Contractor shall establish a schedule with DSHS for when line lists of clients will be sent to them for public health follow up and Contractor shall notify DSHS if the schedule or public health follow-up work load needs to be adjusted.
- Contractor shall inform the local HIV Ryan White Planning Council of activities and outcomes of data to care efforts, at least semi-annually.

#### Other

- Contractor shall ensure a complaint process is maintained and posted in the areas where services are provided, in accordance with the DSHS HIV and STD POPS.

- In accordance with DSHS HIV and STD POPS, Contractor shall establish and maintain mutually agreed-upon formal written procedures with local providers to ensure the provision of partner services. The procedures must specify processes (e.g., communication) to facilitate timely partner elicitation by the local health department.

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 Contractor. In accordance with DSHS HIV and STD POPS, Contractor shall establish and maintain mutually agreed upon formal written procedures with local agencies who provide services frequently needed by clients seeking HIV/STD services from Contractor, including but not limited to: HIV testing and counseling; STD clinical services; partner services; HIV medical and support services; substance abuse treatment services; harm reduction services; and mental health services. At a minimum, such procedures should address conditions associated with making and accepting client referrals. If Contractor provides all of the services listed above in a specific geographic area, no such agreement is necessary for that area. Contractor 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 Renewal Program Attachment.

- Contractor shall ensure performance of activities under this Renewal Program Attachment is of a high quality and consistent with all the requirements of this contract, in order to meet DSHS' high performance expectations.
- Performance of Contractor, 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.
- All staff\* conducting activities directly related to this scope 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 Contractor and approved in advance by DSHS.
- All staff\* conducting activities directly related to this scope of work must be permitted to deliver all HIV and/or STD results, including positive results, in both field and clinical settings.
- All staff\* conducting field work directly related to this scope 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.).
- Staff\* conducting activities directly related to this scope of work will deliver all positive test results within the designated timeframes. 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).

\*Staff refers to: Disease Intervention Specialists (DIS), First Liner Supervisors (FLS), Program Manager, TB nurses and other investigators and HIV Prevention staff

The following STD clinical services shall be provided, consistent with the DSHS HIV and STD POPS:

- Contractor will follow the requirements for examining, testing, and treating STD clinic clients. If data indicates that less than 90% of clinic clients 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 Contractor to improve that percentage. In that scenario, Contractor must follow those additional measures, and do so according to the timetable mandated by DSHS.
- Clients seeking STD diagnostic and/or treatment services in public STD clinics shall be medically managed according to Contractor written protocols in compliance with DSHS HIV and STD POPS, and with CDC STD Treatment Guidelines 2015 (as revised).

## REPORTING REQUIREMENTS

1. Narratives and Objectives- Contractor shall submit complete and accurate semi-annual reports, detailing how the program met all of its requirements under this Program Attachment. Reports are due semi-annually to [HIVSTDReport.Tech@dshs.state.tx.us](mailto:HIVSTDReport.Tech@dshs.state.tx.us) and other designated staff, in a format provided by the DSHS Program. Reporting time frames and due dates are as follows:

- a. Reporting time frame January 1, 2016 – June 30, 2016, due July 31, 2016
- b. Reporting time frame July 1 – December 31, 2016 – due January 31, 2017

Note: Contractor will be required to report on Data to Care activities during semi-annual reports in a format provided by the DSHS Program.

2. In accordance with DSHS HIV and STD POPS, Congenital Syphilis Case Investigation and Infant Syphilis Control Records (ISCR) are due to the DSHS Program by confidential mail or fax, and Fudail Ballard cases are due via the TX PHIN, within thirty (30) calendar days after being reported to the local health department.

3. Contractor clinics that submit data using Texas Infertility Prevention Project Data Collection forms shall submit them to [jcourtiss@cardeaservices.org](mailto:jcourtiss@cardeaservices.org) no later than thirty (30) calendar days after provision of sentinel site services. If Contractor uses comparable data collection systems, Contractor shall establish a schedule with DSHS Program prior to data submission and shall adhere to that schedule.

4. The LRP will submit quarterly and annual checklists to [Stanley.see@dshs.state.tx.us](mailto:Stanley.see@dshs.state.tx.us). The forms can be completed electronically and can be submitted with an electronic signature. A list of those who are authorized to access the program's secured area/s and the data/documents for TB/HIV/STD and Viral Hepatitis should be included with the quarterly and annual checklists. The quarterly reports will be due on or before March 31, 2016, June 30, 2016, and December 31, 2016. The annual checklist will be due on or before September 30, 2016. Any breach reports that have been submitted to the DSHS central office during the quarter do not need to be resubmitted with the quarterly or annual checklists.

5. Contractor shall meet monthly with the DSHS Linkage to Care Coordinator to discuss the status of the linkage to care activities including successes and areas for improvement.

## TRAINING REQUIREMENTS

Contractor shall authorize and require their staff to attend training, conferences, and meetings as directed by DSHS Program.

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

Disease Intervention Specialist (DIS) Training Requirements:

1. Each DIS shall read and demonstrate understanding of the POPS chapters: HIV/STI Partner Services and Sero-Positive Notification and Disease Intervention Specialists Performance Standards.
2. Each DIS shall successfully complete the DSHS-approved Fundamentals of STD Intervention (FSTDI), including all pre-requisites, within six (6) months of employment.
3. Each DIS shall successfully complete training and demonstrate knowledge of the STD management information system.
4. Each DIS shall successfully complete venipuncture training that has been approved by the local health authority, within sixty (60) days of employment.
5. Each DIS shall successfully complete training for all locally sanctioned testing technologies used for specimen collection and processing.
6. Each DIS with more than one (1) year of experience shall successfully complete additional courses as required by DSHS.

First-Line Supervisors (FLS)/Team Leads (TL) Training Requirements:

1. Each FLS/TL shall read and demonstrate understanding of the POPS chapters: First-Line Supervisors Performance Standards, in addition to what is required of the DIS.
2. Each FLS/TL shall successfully complete training activities as required for DIS under this Program Attachment and must take the next available Texas First-Line Supervisor (TXFLS) training.
3. Each FLS/TL shall attend and participate in the DSHS FLS Summit, as scheduled.
4. Each FLS/TL shall participate in the quarterly DSHS FLS calls.
5. Each FLS/TL shall attend and participate in any other required DSHS trainings, as scheduled.

Program Managers (PM) Training Requirements:

1. Each PM shall read and demonstrate understanding of the POPS chapters: Regional and Local Health Department HIV/STD Program Manager Performance Standards, in addition to what is required of the FLS/TL and DIS.
2. Each PM operating under this Program Attachment must complete all training requirements of a DIS and FLS/TL.

3. Each PM shall participate in the DSHS Leadership Meeting, as scheduled.
4. Each PM shall participate in the monthly DSHS Leadership calls.

Recommended Trainings:

1. Health Insurance Portability and Accountability Act (HIPAA)
2. Ethics
3. Field Safety
4. CPR/First Aid
5. Automated External Defibrillators (AED)
6. Defensive Driving
7. Harm Reduction
8. Self-Defense
9. Non-Violent Crisis Intervention
10. Pre-exposure Prophylaxis (PrEP)
11. Motivation Interviewing
12. Technical Writing
13. Computer Skills

Contractor shall notify DSHS of completed trainings in the semi-annual reports referenced in the Reporting Requirements section above.

CONFIDENTIALITY

Contractor will designate and identify a HIPAA Privacy Officer, who is authorized to act on behalf of Contractor and is responsible for the development and implementation of the privacy and security requirements of federal and state privacy laws.

Contractor shall 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 Contractor as part of activities under this Program Attachment. The LRP must:

- 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 procedure (Contractor may choose to adopt those DSHS policies and procedures as its own).
- Ensure security policies are reviewed periodically for efficacy, and that the Contractor 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 on-going basis to ensure the program's data remain as secure as possible.
- Approve any Contractor staff requiring access to TB/HIV/STD confidential information. LRP will grant authorization to Contractor staff who have a work-related need (i.e. work under this Program Attachment) to view TB/HIV/STD confidential information.
- Maintain a list of authorized Contractor staff persons who have been granted permission to view and work with TB/HIV/STD confidential information.

- Review the authorized user list ten (10) days from the effective date of this Program Attachment to ensure it is current.
- Ensure all Contractor 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 Program Attachment.
- Ensure all Contractor 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 Program Attachment.
- Ensure all Contractor 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 Program Attachment.
- 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 <http://www.dshs.state.tx.us/hivstd/policy/security.shtm>.
- Ensure all required quarterly and annual checklists are submitted on time.

Contractor shall:

- Include the following in their security procedures: Computers and networks meet DSHS security standards, as certified by DSHS IT staff.
- Provide a list to DSHS of personnel with access to secured areas and of all identified personnel who have received security training.
- Provide a list to DSHS of personnel with access to all network drives where confidential information is stored and all identified personnel received security training.
- 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.
- Transfer secure data electronically using the Public Health Information Network.
- Maintain a visitors log for individuals entering the secured areas; this must be reviewed quarterly by the LRP.
- Verify TB/HIV/STD system user passwords are changed at least every 90 days; this must be verified by the LRP.
- Ensure portable devices used to store confidential data are approved by the LRP and encrypted.
- Ensure confidential data/documents are:
  - o Maintained in a secured area;
  - o Locked when not in use;
  - o Not left in plain sight; and
  - o Shredded before disposal.

## HIV/STD RAPID RESPONSE PLAN

Contractor shall develop, update, and submit a local HIV/STD Rapid Response Plan, and submit this by February 1, 2016 to the designated DSHS staff. The plan shall include how the program will:

- Identify responsible parties for planned activities, including but not limited to: response coordinator, activity team lead, collaborative lead, and medical lead;
- Identify increases in disease or outbreaks;
- Increase active surveillance;
- Examine outbreak characteristics;
- 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);
- Inform media outlets, as appropriate;
- Conduct targeted screening efforts including testing in correctional settings (as appropriate);
- Enhance partner services;
- Expand clinical access and services (e.g. –increase clinical hours or days of services, employ rapid testing, enhance prophylactic treatment protocols); and
- Adjust work hours for employees involved in the response (i.e. – allow staff to work alternate hours or extended hours during response).

Contractor 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. Contractor 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.

DSHS will review the proposed Rapid Response Plan and provide guidance to the Contractor. The Contractor shall 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. Contractor shall notify local leadership and key stakeholders of the finalized plan and maintain a copy within the Program. Contractor shall comply with the final, approved version of the Rapid Response Plan when an outbreak is identified.

## BILLING INSTRUCTIONS

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) 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.state.tx.us](mailto:invoices@dshs.state.tx.us) and [CMUinvoices@dshs.state.tx.us](mailto:CMUinvoices@dshs.state.tx.us).

## 8. Service Area

Travis County

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**10. Procurement method:**

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00084

DCPS GO LIVE STD/AUSTIN PROPOSAL

**11. Renewals:**

Number of Renewals Remaining: 2 Date Renewals Expire: 12/31/2018

**12. Payment Method:**

Cost Reimbursement

**13. Source of Funds:**

93.940, 93.977

**14. DUNS Number:**

945607265

**15. Programmatic Reporting Requirements:**

<b>Report Name</b>	<b>Frequency</b>	<b>Period Begin</b>	<b>Period End</b>	<b>Due Date</b>
Semi-Annual Report	Semi-Annually	01/01/2016	06/30/2016	07/31/2016
Semi-Annual Report	Semi-Annually	07/01/2016	12/31/2016	01/31/2017
Annual Checklist	Annually	01/01/2016	12/31/2016	09/30/2016
Congenital Syphilis Case Investigation and Infant Syphilis Control Records	Monthly	01/01/2016	12/31/2016	Due thirty (30) days
Texas Infertility Prevention Project Data Collection forms	Monthly	01/01/2016	12/31/2016	Submit them no later than
Quarterly Report	Quarterly	01/01/2016	03/31/2016	03/31/2016
Quarterly Report	Quarterly	04/01/2016	06/30/2016	06/30/2016
Quarterly Report	Quarterly	07/01/2016	09/30/2016	09/30/2016
Quarterly Report	Quarterly	10/01/2016	12/31/2016	12/31/2016
Financial Status Quarterly Report (FSR)	Quarterly	01/01/2016	03/31/2016	04/30/2016
FSR	Quarterly	04/01/2016	06/30/2016	07/31/2016
FSR	Quarterly	07/01/2016	09/30/2016	10/31/2016
FSR	Quarterly	10/01/2016	12/31/2016	02/14/2017

**Submission Instructions:**

Submit semi-annual reports to [HIVSTDReportTech@dshs.state.tx.us](mailto:HIVSTDReportTech@dshs.state.tx.us)

Submit Congenital Syphilis Case Investigation and Infant Syphilis Control Records via TX PHIN, via mail or fax.

Submit Texas Infertility Prevention Project Data Collection forms to [jcurtiss@cardeaservices.org](mailto:jcurtiss@cardeaservices.org).

Submit Quarterly and Annual Checklist to [stanley.see@dshs.state.tx.us](mailto:stanley.see@dshs.state.tx.us)

Submit FSRs to Accounts Payable

## 16. Special Provisions

General Provisions, ARTICLE III, SERVICES, Section 3.02 Disaster Services, is revised to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts. DSHS shall reimburse Contractor up to 5% of this Program Attachment funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

General Provisions ARTICLE VII CONFIDENTIALITY, Section 7.03 Exchange of Client-Identifying Information, is revised to include the following:

Neither Contractor, nor any subcontractor, shall transfer a client or patient record through any means, including electronically, to another entity or person, or subcontractor without written consent from the client or patient, or someone authorized to act on his or her behalf; however, DSHS may require Contractor, or any subcontractor, to timely transfer a client or patient record to DSHS if the transfer is necessary to protect either the confidentiality of the record or the health and welfare of the client or patient.

DSHS shall have timely access to a client or patient record in the possession of Contractor, or any subcontractor, under authority of the Texas Health and Safety Code, Chapters 81 and 85, and the Medical Practice Act, Texas Occupations Code, Chapter 159. In such cases, DSHS shall keep confidential any information obtained from the client or patient record, as required by the Texas Health and Safety Code, Chapter 81, and Texas Occupations Code, Chapter 159.

General Provisions ARTICLE XIV. GENERAL TERMS, Section 14.12 Amendment, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least ninety (90) days prior to the end of the term of this Program Attachment.

**17. Documents Forming Contract.** The Contract consists of the following:

- a. Contract (this document)      2016-001346-00
- b. General Provisions              Subrecipient General Provisions
- c. Attachments                      Budget
- d. Declarations                      Certification Regarding Lobbying, Fiscal Federal Funding  
Accountability and Transparency Act (FFATA) Certification
- e. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

**18. Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

**19. Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name:                                      City of Austin  
Vendor Identification Number:      17460000858

**20. Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

**Department of State Health Services**

**City of Austin Health and Human Services**

By:  
Signature of Authorized Official

By:  
Signature of Authorized Official

Date

Date

Name and Title  
1100 West 49th Street  
Address  
Austin, TX 78756-4204  
City, State, Zip

Name and Title  
Address  
City, State, Zip

Telephone Number

Telephone Number

E-mail Address

E-mail Address

### Budget Summary

Organization Name: City of Austin Health and Human Services

Program ID: STD/HIV

Contract Number: 2016-001346-00

#### Budget Categories

<b>Budget Categories</b>	<b>DSHS Funds Requested</b>	<b>Cash Match</b>	<b>In Kind Match Contributions</b>	<b>Category Total</b>
Personnel	\$260,176.00	\$0.00	\$0.00	\$260,176.00
Fringe Benefits	\$144,456.00	\$0.00	\$0.00	\$144,456.00
Travel	\$8,865.00	\$0.00	\$0.00	\$8,865.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$17,913.00	\$0.00	\$0.00	\$17,913.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$8,850.00	\$0.00	\$0.00	\$8,850.00
Total Direct Costs	\$440,260.00	\$0.00	\$0.00	\$440,260.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00
<b>Totals</b>	<b>\$440,260.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$440,260.00</b>