

CONTRACT NO. 2013-041393
PROGRAM ATTACHMENT NO. 002
PURCHASE ORDER NO. 0000385736

~~CONTRACTOR: CORPUS CHRISTI-NUECES COUNTY PUBLIC HEALTH DISTRICT
(COUNTY)~~

DSHS PROGRAM: STD - HIV

TERM: 09/01/2012

THRU: 08/31/2013

SECTION I. 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/>, Contractor shall perform the following 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 core activities. All procedures shall be consistent with the requirements of this Renewal Program Attachment.

Contractor shall designate, from its staff, a Local Responsible Party (LRP) who has the overall responsibility for ensuring the security of the HIV/STD confidential information maintained by Contractor as part of activities under this Renewal 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 Renewal 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 Confidential Information Security Policy No. 2011.01, 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/>;
- CDC STD Treatment Guidelines, located at <http://www.cdc.gov/std/treatment/>;

- DSHS HIV/STD Public Health Follow Up (PHFU) Confidential Information Security Procedures No. 322.001 located at <http://www.dshs.state.tx.us/hivstd/policy/security.shtm>; and,
- DSHS Program Policy No. 303.001 "HIV/STD Breach of Confidentiality Response Policy" located at <http://www.dshs.state.tx.us/hivstd/policy/security.shtm>.

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;
- Chapter 93 of the Texas Health and Safety Code (relating to Education and Prevention Programs for Hepatitis C); and
- Title 25 Texas Administrative Code (TAC), Chapter 97.

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.

Contractor shall provide the following technical assistance and support services, when directed by DSHS staff and/or STD Program staff in local health departments, in accordance with CDC STD Program Operations Guidelines:

- Telephone consultation regarding issues of HIV/STD Program management and disease intervention;
- Traveling to provide on-site technical assistance regarding issues of HIV/STD Program management and disease intervention;
- Peer training to DSHS HIV/STD staff as directed and/or local health department staff who travel to Contractor's region;
- Participating with DSHS HIV/STD Program staff on programmatic on-site reviews of local and regional HIV/STD Programs; and
- Assisting DSHS Program with designated special HIV/STD projects and/or workgroups that require local programmatic expertise (e.g. syphilis elimination planning; the Texas Infertility Prevention Project).

When DSHS Program determines (at its sole discretion) that requests for technical assistance and support services from DSHS HIV/STD Programs and all local and regional STD Programs exceed the capacity of this Program Attachment, DSHS Program will prioritize these services to be delivered by Contractor.

Contractor shall perform all activities in accordance with the terms of this Renewal 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 Renewal 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 that staff working on activities under this Renewal 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 Renewal Program Attachment term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

SECTION II. PERFORMANCE MEASURES:

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

STD PROGRAM OBJECTIVES:

Contractor shall diligently 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 that 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 Contractor to improve performance. Contractor must implement these measures according to a timetable mandated by DSHS.

Syphilis Objectives

- Contractor shall diligently work to ensure that all clients are interviewed in accordance with DSHS POPS. If data indicates that less than 90% of the clients covered by the scope of this Renewal Program Attachment are interviewed as described, 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 diligently work to ensure that 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 that 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 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 diligently work to ensure syphilis case management activities result in disease intervention. If data indicates that less than 60% of 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 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 diligently work to achieve a partner index of at least 2.0 for early syphilis cases interviewed by the Disease Intervention Specialist (DIS). 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 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 diligently work to achieve a cluster index of at least 1.0 for early syphilis cases interviewed by the DIS. If data indicates less than a 1.0 cluster index for early syphilis cases interviewed by DIS, 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 diligently work to achieve a treatment index of at least .75 for early syphilis cases interviewed by the DIS. If data indicates less than .75 treatment index for early syphilis cases interviewed by DIS, 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 diligently work to ensure that 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 that 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 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 diligently work to ensure that 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 that less than 65% 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 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 diligently work to ensure that all initiated and examined neonatal and prenatal reactive serologic tests for syphilis (STS) are dispositioned within seven (7) calendar days. If data indicates that 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 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 diligently work to ensure that 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 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 diligently work to ensure that all eligible STD clinic clients are tested for HIV. If data indicates that less than 95% of all eligible STD clinic clients are tested for HIV, 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 diligently work to ensure that all new HIV cases will be interviewed for partners, suspects, and associates. If data indicates that 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 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 diligently work to ensure that all new HIV-positive clients interviewed successfully complete their first early intervention appointment. If data indicates that less than 90% of new HIV-positive clients interviewed successfully complete their first early intervention appointment, 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 diligently work to 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 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 diligently work to achieve a cluster index of at least 1.0 for newly diagnosed HIV-positive cases interviewed by DIS. If data indicates a cluster index less than 1.0 for newly diagnosed HIV-positive cases interviewed by DIS, 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 diligently work to ensure that all located new partners, suspects, and associates of HIV-positive clients receive an HIV test. If data indicates that less than 85% 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 diligently work to ensure that all new partners to HIV-positive persons interviewed are examined. If data indicates that less than 70% of new partners to HIV are examined, 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; and,
- Contractor shall diligently work to ensure that all located partners to HIV-positive persons interviewed are closed to final disposition within seven (7) calendar days of initiation. If data indicates that less than 65% 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 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 that 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 continue to operate under the DSHS formal written Partner Services procedures with each DSHS-funded HIV Prevention contractor that provides Protocol-Based Counseling or Evidence-Based Interventions with an HIV testing component within Contractor's jurisdiction. The procedures should ensure effective, coordinated Partner Services and public health follow-up.

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

- Contractor will diligently 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 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 2010 (as revised).

REPORTING REQUIREMENTS

1. Narratives and Objectives- Complete and accurate semi-annual reports, detailing how Contractor met all its requirements under this Program Attachment during each reporting period, are due semi-annually on or before January 31, 2013, and July 31, 2013 in a manner

and in a format provided by DSHS Program. The January report will include data gathered during the period July 1-December 31, 2012 to facilitate accurate reporting by DSHS to Federal funding sources. Program activity in July and August 2012 was funded by DSHS under a previous contract attachment. The July report will include data gathered during the period January 1-June 30, 2013.

2. STD Management Information System (STD*MIS) data - Due weekly on Friday by 5:00 p.m., Central Time. Contractor shall submit confidential reports of diagnosed STD cases as required by 25 TAC, Chapter 97 to DSHS Program in a manner and in a format provided by DSHS Program.
3. In accordance with DSHS HIV and STD POPS, Congenital Syphilis Case Investigation and Infant Syphilis Control Records are due to DSHS Program, thirty (30) calendar days after being reported to the local health department.
4. Contractor clinics that submit data using Texas Infertility Prevention Project Data Collection forms shall submit them 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.
5. The LRP will submit complete and accurate quarterly reports, detailing that the LRP met all his/her requirements under this Program Attachment during each reporting period in a manner and in a format provided by the DSHS Program. The quarterly reports will be due on or before December 15, 2012, March 15, 2013, June 15, 2013 and September 15, 2013. The reports should be sent to: hivstdreport.tech@dshs.state.tx.us and TBHIVSTDSurv@dshs.state.tx.us.

All reporting requirements shall be accurate, completed to the satisfaction of DSHS, and submitted within the required time frames. Failure to meet these requirements will constitute a breach of contract.

TRAINING REQUIREMENTS

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

1. Each Disease Intervention Specialist (DIS) shall successfully complete the DSHS-approved Introduction to STD Intervention (ISTDI) course within six (6) months of employment.
2. Each DIS shall successfully complete venipuncture training that has been approved by the local health authority, within sixty (60) days of employment.
3. Each DIS with more than one (1) year of experience shall successfully complete the Advanced STD Intervention (ASTDI) course at the earliest time it is offered by the CDC.

4. First-line supervisors working on activities under this Renewal Program Attachment must have already completed all training requirements of a DIS and must take the next available offering of the following CDC-approved STD Supervisor's courses:
 - a. The STD Intervention for Supervisor's course; and,
 - b. The Principles of Supervision in STD Control course.
5. Program managers working on activities under this Renewal Program Attachment must have already completed all training requirements of a DIS and must take the next available offering of the CDC-approved STD Supervisor's courses above.

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

CONFIDENTIALITY

Contractor shall designate, from its staff, a Local Responsible Party (LRP) who has the overall responsibility for ensuring the security of the HIV/STD confidential information maintained by Contractor as part of activities under this program attachment.

The LRP must:

- Ensure that appropriate policies/procedures are in place for: handling confidential information, releasing confidential HIV/STD data, and responding promptly to suspected breaches of protocol and/or confidentiality. These policies and procedures must comply with DSHS policies and procedures (Contractor may choose to adopt those DSHS policies and procedures as their own).
- Ensure that 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 that the program's data remain as secure as possible.
- Approve any Contractor staff needing access to HIV/STD confidential information. The LRP will grant authorization to Contractor staff who have a work-related need (i.e. work under this Program Attachment) to view HIV/STD confidential information.
- Maintain a list of authorized Contractor staff persons who have been granted permission to view and work with HIV/STD confidential information. The LRP will review the authorized user list at least quarterly to ensure it is current. All Contractor staff with access to confidential information will have a signed copy of a confidentiality agreement on file and it must be updated once during the term of this program attachment.
- Ensure that all Contractor staff with access to confidential information will be trained on security policies and procedures before access to confidential information is granted and that 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 Overall Responsible Party (ORP) all in compliance with the DSHS Program Policy "TB/HIV/STD and Viral Hepatitis No. 303.001 "HIV/STD Breach of Confidentiality Response Policy," <http://www.dshs.state.tx.us/hivstd/policy/security.shtm>.

SYPHILIS ELIMINATION

In accordance with DSHS HIV and STD POPS, Contractor shall comply with the DSHS-approved (approved by the agency under an earlier program attachment in this contract cycle) Syphilis Elimination Plan (SEP) for Contractor's jurisdiction under this Renewal Program Attachment (will be provided by DSHS by the effective date of this Renewal Program Attachment).

Contractor shall establish and maintain collaborative relationships with local businesses, community clinics, and community-based organizations who serve populations most affected by syphilis, 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 Syphilis Elimination Plan. Contractor shall continue to enhance the current syphilis surveillance system, including (but not limited to) syphilis screenings in correctional facilities.

Contractor shall update the SEP, and shall submit this update to DSHS by 1/31/2012. This is also an opportunity for Contractor to request any revisions to the SEP. Any requested revisions must meet certain criteria in order to be considered by DSHS. The SEP shall be in compliance with CDC's National Plan to Eliminate Syphilis from the United States, May 2006 (as revised), which is located at <http://www.cdc.gov/stopsyphilis/plan.htm>. The response plan should identify responsible parties for response activities, for example response coordinator, activity team lead, collaborative lead, medical lead, etc. Activities in this plan should include activities and action steps such as increasing active surveillance, examining outbreak characteristics, increase community awareness of syphilis including signs/symptoms and testing options, targeted screening, enhancing partner testing services and testing in correctional settings (as appropriate), expanding treatment including prophylactic treatment and educating health care providers about syphilis including statistics and local morbidity. DSHS will review the proposed revisions to the SEP and provide comments and revisions. The Contractor will make all directed revisions to the SEP, and shall submit a revised version to DSHS by the directed deadline. Contractor must immediately begin complying with the final, approved version of the amended SEP.

Contractor shall provide staff pre-qualified by DSHS as syphilis rapid response team members. The number of staff will be as directed by the DSHS Rapid Response Team leader. The syphilis rapid response team members must be available for deployment anywhere in the state within seventy-two (72) hours of identified need, as directed by DSHS, to conduct disease intervention activities as prescribed in the Contractor's final, approved syphilis rapid response plan. Contractor's personnel shall travel to other Texas jurisdictions that may not be included in Contractor's service area, as directed by DSHS. When such travel is directed by DSHS, reimbursement arrangements for Contractor's travel expenditures must be submitted to DSHS for approval in advance.

SECTION III. SOLICITATION DOCUMENT:

Exempt – Governmental Entity

SECTION IV. RENEWALS:

N/A

SECTION V. PAYMENT METHOD:

Cost Reimbursement

Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List.

SECTION VI. 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) 458-7442. The email address is invoices@dshs.state.tx.us.

SECTION VII. BUDGET:

Source of Funds: 93.940.000; State

DUNS #: 078495025

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, ~~ARTICLE IV. PAYMENT METHODS AND RESTRICTIONS~~, Section 4.05 **Financial Status Reports (FSRs)**, is amended to include the following:

Contractor shall submit FSRs to Accounts Payable by the last business day of the month following the end of each term reported. The FSR period will be reported as follows: Quarter One shall include September 1, 2012 through December 31, 2012. Quarter two shall include January 1, 2013 through March 31, 2013. Quarter three shall include April 1, 2013 through June 30, 2013. Quarter four shall include July 1, 2013 through August 31, 2013. Contractor shall submit the final FSR no later than sixty (60) calendar days following the end of the applicable term.

Due to the sensitive and highly personal nature of STD HIV/AIDS-related information, strict adherence to the General Provisions, **ARTICLE VII CONFIDENTIALITY**, is required.

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 XIII. GENERAL TERMS**, Section 13.15 **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.

Categorical Budget:

PERSONNEL	\$56,610.00
FRINGE BENEFITS	\$16,035.00
TRAVEL	\$500.00
EQUIPMENT	\$0.00
SUPPLIES	\$0.00
CONTRACTUAL	\$0.00
OTHER	\$0.00
TOTAL DIRECT CHARGES	\$73,145.00
INDIRECT CHARGES	\$0.00
TOTAL	\$73,145.00
DSHS SHARE	\$73,145.00
CONTRACTOR SHARE	\$0.00
OTHER MATCH	\$0.00

Total reimbursements will not exceed \$73,145.00

Financial status reports are due: 01/31/2013, 04/30/2013, 07/31/2013, 10/31/2013