

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2015-001347-00**



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 Nueces County Public Health District (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 \$77,371.00.
- 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 09/01/2014 and ends on 08/31/2015. 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:** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.
- 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/>, 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 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 for ensuring the security of the HIV/STD confidential information maintained by Contractor as part of 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 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;
- o 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:
 - o 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 that 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 that 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 that 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.

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 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 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 HIV testing and linkage to care 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 to HIVSTDReport.Tech@dshs.state.tx.us on or before January 31, 2015, and July 31, 2015 in a manner and in a format provided by DSHS Program in the Master Instructions. The January report will include data gathered during the period July 1-December 31, 2014 to facilitate accurate reporting by DSHS to Federal funding sources. Program activity in July and August 2014 was funded by DSHS under a previous program attachment. The July report will include data gathered during the period January 1-June 30, 2015.
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, Alan Heninzke via the TX PHIN, mail or fax 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 to jcrtiss@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.

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 31, 2014, March 31, 2015, June 30, 2015 and September 30, 2015. The reports should be sent to: hivstdreport.tech@dshs.state.tx.us and stanley.see@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 Program Attachment. Compliance will be monitored by DSHS Program Staff.

1. Each Disease Intervention Specialist (DIS) shall successfully complete the DSHS-approved Fundamentals of STD Intervention (FSTDI) or Passport to Partner Services, Track D 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 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. STD Intervention for Supervisor's course; and,
 - b. Principles of Supervision in STD Control course.
5. Program managers working on activities under this 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

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.
- Ensure that the DSHS HIV/STD program is notified within 24 hours of any employee who quits or was terminated so DSHS can remove access from any applications including PHIN access. The DSHS HIV/STD program should also be notified when an employee has submitted his/her resignation so DSHS can remove access from any applications including PHIN access the day following his/her last day.
- 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 Breach of Confidentiality Response Policy," <http://www.dshs.state.tx.us/hivstd/policy/security.shtm>.
- Submit quarterly and annual reports to Stanley.see@dshs.state.tx.us within thirty days after the end of the quarter. The report will list all employees who have access to the secure area and all employees whose access has been removed.

SYPHILIS ELIMINATION

In accordance with DSHS HIV and STD POPS, Contractor shall maintain a Rapid Response Plan for Contractor's jurisdiction under this Program Attachment, as approved by DSHS Program. The Rapid Response Plan 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>.

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 Rapid Response Plan. Contractor shall continue to enhance the current syphilis surveillance system, including (but not limited to) improving reporting of providers and laboratories, and increasing the number of sites that report electronically.

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.

8. Service Area

Aransas County, Bee County, Brooks County, Jim Wells County, Kleberg County, Live Oak County, Nueces County, Refugio County, San Patricio County

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10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00081

DCPS GO LIVE STD/GAL-CC-EP PROPOSAL

11. Renewals:

Number of Renewals Remaining: 3 Date Renewals Expire: 08/31/2018

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.940, 93.940, State

14. DUNS Number:

078495025

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Semi Annual Reports	Semi-Annually	07/01/2014	12/31/2014	01/31/2015
Semi Annual Reports	Semi-Annually	01/01/2015	07/31/2015	06/30/2015
STD Management In	Weekly	09/01/2014	08/31/2015	Friday by 5:00 P.M
Congenital Syphilis C	Monthly	09/01/2014	08/31/2015	Thirty (30) calenda
Texas Infertility Prev	Monthly	09/01/2014	08/31/2015	Thirty (30) calenda
Quarterly Report	Quarterly	09/01/2014	11/30/2014	12/15/2014
Quarterly Report	Quarterly	12/01/2014	02/28/2015	03/15/2015
Quarterly Report	Quarterly	03/01/2015	05/31/2015	06/15/2015
Quarterly Report	Quarterly	06/01/2015	08/31/2015	09/15/2015
Financial Status Rep	Quarterly	09/01/2014	12/31/2014	01/30/2015
FSR	Quarterly	01/01/2015	02/28/2015	03/30/2015
FSR	Quarterly	03/01/2015	05/31/2015	06/30/2015
FSR	Quarterly	06/01/2015	08/31/2015	10/15/2015

Submission Instructions:

Submit semi-annual reports to HIVSTDReportTech@dshs.state.tx.us

Submit STD Management Information System (STD*MIS) data in manner and format prescribed by DSHS program.

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.

Submit Quarterly Reports to hivstdreport.tech@dshs.state.tx.us and TBHIVSTDSurv@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 V, PAYMENT METHODS AND RESTRICTIONS, is revised to include the following:

Section 5.02 Billing Submission

Contractor shall submit requests for reimbursement or payment, or revisions to previous reimbursement request(s), no later than January 30, 2015 for costs incurred between the services dates of September 1, 2014 and December 31, 2014. Total costs incurred shall not exceed budgetary allowances for this time period.

Section 5.05, Financial Status Reports (FSRs)

Financial Status Reports (FSRs) are due as follows:

Period	Due Date
September 1, 2014 – December 31, 2014	January 30, 2015
January 1, 2015 – February 28, 2015	March 30, 2015
March 1, 2015 – May 31, 2015	June 30, 2015
June 1, 2015 – August 31, 2015	October 15, 2015

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

General Provisions ARTICLE VIII CONFIDENTIALITY, Section 8.03 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 XV. GENERAL TERMS, Section 15.15 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.

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

- a. Contract (this document) 2015-001347-00
- b. General Provisions Subrecipient General Provisions
- c. Attachments Budgets
- 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: Nueces County
Vendor Identification Number: 17460005857

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

Nueces County Public Health District

By:
Signature of Authorized Official

By:
Signature of Authorized Official

Date

Date

Name and Title
1100 West 49th Street
Address
Austin, TX 787-4204
City, State, Zip

Name and Title
Address
City, State, Zip

Telephone Number

Telephone Number

E-mail Address

E-mail Address

Budget Summary

Organization Name: Nueces County Public Health District Program ID: STD/HIV
Contract Number: 2015-001347-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	\$60,101.00	\$0.00	\$0.00	\$60,101.00
Fringe Benefits	\$17,270.00	\$0.00	\$0.00	\$17,270.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Total Direct Costs	\$77,371.00	\$0.00	\$0.00	\$77,371.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$77,371.00	\$0.00	\$0.00	\$77,371.00