MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PROGRAM SERVICES CONTRACT

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A which is attached hereto and is incorporated by reference as if fully set forth herein.

Tracking #	**Contract Title:**	
48050	HIV PREVENTION	
Contract Start:	**Contract End:**	**Questions/Please Contact:**
1/1/2020	12/31/2020	PROCUREMENT UNIT @ (573)751-6471
Contract #:		**Amend #:** 00

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor)		
COLUMBIA/BOONE COUNTY HEALTH DEPARTMENT		
DOING BUSINESS AS (DBA) NAME		
MAILING ADDRESS		
1005 WEST WORLEY		P O BOX 6015
CITY, STATE, and ZIP CODE		
COLUMBIA	MO	65205-6015
REMIT TO (PAYMENT) ADDRESS (if different from above)		
CITY, STATE, and ZIP CODE		

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN) *****0810	DUNS NUMBER 071989024
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

Approved as to form:

City Counselor

HIV PREVENTION

1. GENERAL

1.1. The contract amount shall not exceed $114,911 for the period of January 1, 2020 through December 31, 2020.

1.2. The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.

1.3. The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:

1.3.1 Registration of business name (if applicable) with the Secretary of State at http://sos.mo.gov/business/startBusiness.asp

1.3.2 Certificate of authority to transact business/certificate of good standing (if applicable)

1.3.3 Taxes (e.g., city/county/state/federal)

1.3.4 State and local certifications (e.g., professions/occupations/activities)

1.3.5 Licenses and permits (e.g., city/county license, sales permits)

1.3.6 Insurance (e.g., worker's compensation/unemployment compensation)

1.4. Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Bureau of HIV, STD, and Hepatitis
Program Contact: Craig Highfill
Address: 930 Wildwood, Jefferson City, MO 65109
Phone: (573) 751-6439
Email: Craig.Highfill@health.mo.gov

2. PURPOSE

2.1 The contractor shall provide comprehensive Human Immunodeficiency Virus (HIV) prevention services (which may also include sexually transmitted infections [STIs] and Viral Hepatitis [VH]) within the Central Missouri Region (hereinafter referred to as "region") for the Department of Health and Senior Services, Section for Disease Prevention (hereinafter referred to as "Department/state agency").

a. The Central Missouri Region shall include the counties of Adair, Audrain, Boone, Callaway, Camden, Chariton, Clark, Cole, Cooper, Gasconade, Howard, Knox, Lewis, Linn, Macon, Maries, Marion, Miller, Moniteau, Monroe, Montgomery, Morgan, Osage, Pettis, Pike, Putnam, Ralls, Randolph, Saline, Schuyler, Scotland, Shelby, and Sullivan.

3. DELIVERABLES AND OUTCOMES

3.1 Phase I Requirements:

3.1.1 Initial Meeting – By no later than thirty (30) calendar days after the date the Department authorizes the Contractor to proceed with services, the Contractor shall schedule and meet with the Department personnel and other designees, as determined by the Department, in Jefferson City, Missouri to discuss and plan for implementation of the prevention services in the Current Regional HIV/STI Prevention Plan, Attachment C, which is attached hereto and is incorporated by reference as if fully set forth herein. In addition, the Contractor's meeting with the Department shall include the following discussions:

a. Instructions from the Department regarding the format, goals, and directions of the Department related to the services desired,

b. Discussions regarding Attachment C and

c. Sharing of information, including timelines, data, and instructions necessary to finalize the services desired.

3.1.2 Within sixty (60) calendar days from the date the state agency authorizes the Contractor to proceed with services, the Contractor shall begin providing HIV/STI prevention services in accordance with Attachment C until the expiration of Attachment C on December 31, 2020. Services performed under Attachment C shall include providing the required personnel, completion of all necessary functions, actions, set-up, etc. necessary for successful business operation, and full implementation of all required services pursuant to Attachment C.

3.2 Phase II Requirements: The Contractor shall develop a new Regional HIV/STI Prevention Plan, hereinafter referred to as the Contractor's Regional HIV/STI Prevention Plan, to be utilized in subsequent years.

3.2.1 Planning Phase – The Contractor shall conduct the following planning phase requirements, within the time frame specified below, for the development of the Contractor's Regional HIV/STI Prevention Plan.

a. Within thirty (30) calendar days from the date the Department authorizes the Contractor to proceed with services, the Contractor shall meet with the Department to discuss the development of the Contractor's Regional HIV/STI Prevention Plan. The Department will provide the Contractor with training on how to create the Contractor's Regional HIV/STI Prevention Plan for the region. The Department training will include the basics of needs assessment, prioritization of interventions, intervention implementation, and how to interpret epidemiological data.

b. By no later than sixty (60) calendar days after the Contractor has completed the Department specified training stated above, the Department will provide the Contractor with epidemiological data for the region. The Contractor shall analyze the epidemiological data and determine the population most at risk for HIV in the region and report the findings in writing to the Department, within thirty (30) calendar days after the Contractor analyzes the data.

c. By no later than sixty (60) calendar days after the analysis of the epidemiological data for the region, the Contractor shall conduct and complete a needs assessment based on the Contractor's findings from the analysis of the epidemiological data and report the findings from the needs assessment, in writing, to the Department, within thirty (30) calendar days after the Contractor completes the needs assessment.

d. By no later than July 15th, the Contractor shall develop and prioritize interventions for the region based on the findings from the Contractor's analysis of the Department epidemiological data and the needs assessments. The Contractor's HIV Prevention interventions shall be based upon the Statewide Plan Format, Attachment D, which was developed by the Department and which is attached hereto and is incorporated by reference as if fully set forth herein. The Contractor's process to develop and prioritize interventions shall apply to the development of the Contractor's Regional HIV/STI Prevention Plan and/or enhancements to Attachment C each year.

1) The Contractor's Regional HIV/STI Prevention Plan interventions must be (1) grounded in behavioral theory (diffusion theory, social marketing, holistic harm reduction, social cognitive learning theory, theory of reasoned action, client centered prevention theory, health belief model, stages of behavior change) and noted for each intervention in the Contractor's Regional HIV/STI Prevention Plan; and (2) prioritized, according to Centers for Disease Control and Prevention (CDC) guidelines for priority populations, by Regional Prevention Advisory Group based on the regional assessments, HIV/STI epidemiologic data, behavioral theory innovation, cost analysis, input from people living with HIV, and community values (such as cultural competency, parity and inclusion in the planning process).

2) In addition, interventions included in the Contractor's Regional HIV/STI Prevention Plan must give priority to unmet needs within the region and the programs that are supported by research as effective and meet the CDC's characteristics of effective interventions as outlined in the CDC Diffusion of Effective Behavioral Interventions (DEBI) program (www.effectiveinterventions.org) or publication titled "Compendium of HIV Prevention Interventions With Evidence of Effectiveness."

   a. In the event the Contractor develops a program in lieu of using a DEBI program, the Contractor's program shall be based on behavioral theory (diffusion theory, social marketing, holistic harm reduction, social cognitive learning theory, theory of reasoned action, client centered prevention theory, health belief model, stages of behavior change) targeted to priority populations, with consideration of community values (such as cultural competency, parity and inclusion in the planning process) and input from people living with HIV. The Contractor developed program shall be approved by the Department before utilization.

3.2.2 Draft of Plan - By no later than July 29, 2020 the Contractor shall submit to the Department a draft of the Contractor's Regional HIV/STI Prevention Plan.

   a. The Department will review the draft Regional HIV/STI Prevention Plan and have the right to modify, require changes, additions, and/or require additional elaboration to the draft Regional HIV/STI Prevention Plan as deemed necessary.

1) The Contractor shall continue to provide the Department with additional drafts of the draft Regional HIV/STI Prevention Plan until the Department is satisfied with the final draft. The Contractor must provide the Department with each new draft within 10 calendar days of receipt of the Department's revisions to the previous draft.

3.2.3 Final Plan - By no later than August 9, 2020, the Contractor must provide the Department with the final version of the Contractor's Regional HIV/STI Prevention Plan.

a. After final approval of the Contractor's Regional HIV/STI Prevention Plan by the Department, the Contractor must provide the HIV/STI prevention services in accordance with the Department approved final of the Contractor's Regional HIV/STI Prevention Plan.

1) The Contractor shall manage and perform the requirements assigned to the Contractor and the Contractor's personnel and shall oversee and manage all subcontracted activities and other requirements of the Contractor's Regional HIV/STI Prevention Plan to insure all requirements of the Contractor's Regional HIV/STI Prevention Plan, as approved by the Department, are performed and successfully accomplished.

2) In addition, as a result of changes in the environment or needs of the Department, the Contractor may be required to modify the Contractor's Regional HIV/STI Prevention Plan or to develop and submit a new or revised Contractor's Regional HIV/STI Prevention Plan at any time during the effective period of the contract. The Contractor must submit any such new/revised Contractor's Regional HIV/STI Prevention Plan within the time frame stipulated by the Department.

3.3 Specific Requirements: The Contractor shall provide HIV/STI prevention services for Phase I and Phase II Requirements as stated herein, that must include, but not be limited to the following activities and services.

3.3.1 Community-Based Regional Planning for HIV/Sexually Transmitted Infection Prevention Activities Requirements:

a. The Contractor shall appoint a local health department co-chair (a member of the Contractor's personnel or a regional planner) and an elected community (non-health department) co-chair to facilitate the Regional Prevention Advisory Group (RPAG) meeting. The Contractor shall ensure the co-chairs attend quarterly

Comprehensive Prevention Planning Group (CPPG) meetings. Two meetings will be held in Jefferson City, Missouri and two will be held in Columbia Missouri.

b. The Contractor shall appoint two (2) elected regional representatives to serve on the CPPG and attend quarterly CPPG meetings.

c. The Contractor shall ensure all elected members from the region attend quarterly statewide CPPG meetings.

d. The Contractor shall ensure attendance at all CPPG meetings, including attendance of the strategic planning, task force, and structure workgroups and trainings held during the two-day CPPG meetings.

e. The Contractor shall ensure that RPAG meetings are convened at least quarterly in the Southeast Region. The Contractor shall be responsible for providing the meeting room and meals for the meetings.

f. The Contractor shall ensure participation on the RPAG by individuals who are representatives of the priority populations identified in the Regional HIV/STI prevention plan. The Contractor's RPAG members must be representative of the populations most impacted by HIV, STI, and VH in the St. Louis Region as outlined in the most recently published Missouri Epidemiological Profile, available at http://health.mo.gov/data/hivstdaids/pdf/MOGIVSTD2014.pdf. The Contractor's RPAG representatives should have at least ten percent (10%) participation from individuals living with or affected by HIV and is not employed by the Contractor or the Contractor's subcontracted agencies.

g. The contractor shall demonstrate community participation and general parity by having all RPAG members complete quarterly RPAG Member Characteristics surveys, Attachment E, which is attached hereto and is incorporated by reference as if fully set forth herein and by forwarding the completed surveys to the Department no later than March 31st, June 30th, September 30th, and December 31st of each contract year.

3.3.2 Intervention and Social Marketing Campaign Requirements:

a. The Contractor must develop and prioritize HIV prevention interventions based upon findings from the Department's community assessment and annual Epidemiological Profile available at http://health.mo.gov/data/hivstdaids/pdf/MOHIVSTD2014.pdf. Prior to

implementation, the Contractor's HIV prevention interventions must be submitted to the Department for review and approval. The Contractor's HIV prevention interventions must be developed for the eight (8) statewide prioritized target populations (1) African American Positive Females (AAF^+), (2) African American Positive Men who have Sex with Men ($AAMSM^+$), (3) Latino Positive Men who sex with men ($LMSM^+$), (4) White Positive Men who have Sex with Men ($WMSM^+$); (5) high risk African American Females (AAF^-), (6) African American Men who have Sex with Men ($AAMSM^-$), (7) Latino Men who have Sex with Men ($LSMS^-$), and (8) White Men who have Sex with Men ($WMSM^-$). The Contractor may provide additional HIV prevention interventions to two (2) regional populations that have been justified and approved by the Department. The Contractor shall agree and understand that at least 80% of the Contractor's resources must be devoted to the statewide prioritized target populations and no more than 20% of the Contractor's resources may be devoted to the two (2) additional regional populations.

b. The Contractor shall follow Attachment D and the Statewide Plan Layout Draft template, Attachment F, which is attached hereto and is incorporated by reference as if fully set forth herein, to ensure that interventions throughout the state are both effective and appropriate for specific, targeted populations in the region. The Contractor shall ensure that HIV prevention interventions include medically accurate information on STIs and VH. The Contractor shall ensure that educational handouts include STI and VH brochures and other educational materials, as appropriate.

c. The Contractor's HIV prevention interventions included within the Contractor's Regional HIV/STI Prevention Plan shall be developed in accordance with High Impact Prevention, with Prevention for Positives Interventions given priority. The Contractor shall include a minimum of one (1) Biomedical Intervention. In addition, the Contractor shall give priority to Community Level Diffusion of Effective Behavioral Interventions (DEBIs) as the core of the prevention plans for each target population. The Contractor shall agree and understand that DEBIs no longer prioritized by the CDC, with the exception of Respect, may be used as long as the HIV prevention interventions no longer prioritized by the CDC, are not the majority of interventions for any prioritized target population. Additional information regarding the CDC approved DEBIs (including High Impact Prevention and Prevention for Positives Interventions) and Biomedical Interventions can be found at www.effectiveinterventions.org.

d. The Contractor must include elements of successful interventions (as listed in the Compendium for Effective HIV Prevention Interventions located on the CDC website www.cdc.gov.) for interventions that are not DEBI and do not include evaluation components.

e. The Contractor shall conduct social marketing campaigns that include media messages and mobilization strategies. The Contractor's social marketing campaigns shall be outlined in the Regional HIV/STI Prevention Plan and subsequent enhancements shall include information on messages, target audience, and methods of promotion. In addition, the Contractor's social marketing campaigns shall give preference to the National Days of Awareness for the statewide prioritized target populations, as outlined above. Additional information regarding National Days of Awareness can be found at http://www.mocppg.org/calendar.html?view=scheduler#date=2016-03-22,mode=month.

1) The Contractor shall submit information about any social marketing campaign events planned by the Contractor for National Days of Awareness to the Department for review and approval by no later than thirty (30) calendar days prior to implementation of the social marketing campaign events.

f. The Contractor shall ensure that all HIV prevention interventions and social marketing campaign materials meet community standards, are appropriate for the prioritized population, understandable, culturally competent, and are in accordance with the protocols identified below:

1) All programmatic materials must be submitted to the Department by no later than fourteen (14) calendar days prior to release. However, the Department prefers the Contractor to submit all programmatic materials to the Department thirty (30) calendar days prior to release.

2) The Contractor's materials must be written on a fourth to sixth grade level of comprehension, when possible.

3.3.3 Requirements for Prevention Activities with HIV^+ Individuals:

a. The Contractor's Regional HIV/STI Prevention Plan shall provide an array of interventions for each of the four (4) statewide HIV^+ priority populations: AAF^+ $AAMSM^+$, $LSMS^+$, and $WMSM^+$.

b. The Contractor's prevention activities shall include Comprehensive Risk Counseling and Services (CRCS) in accordance with CDC guidance, found at www.cdc.gov/hiv.

c. The Contractor must offer referral to linkage to HIV care, treatment and prevention services for individuals who test HIV positive, or who are found to be currently living with HIV/AIDS through participation in interventions.

3.3.4 HIV, VH, and STI Testing Requirements:

a. The Contractor shall provide regional HIV testing activities for the Central Missouri Region. The Contractor's HIV Testing activities shall be based upon Attachment C and must be in compliance with Missouri Law and the Department's *HIV Testing Program Procedure Manual,* Attachment G, which is attached hereto and is incorporated by reference as if fully set forth herein.

b. The Contractor shall ensure confidential HIV testing activities are allocated to organizations that participate in the RPAG process and must target HIV testing to at-risk (priority) populations as defined in Attachment C.

c. The Contractor shall provide a licensed physician to authorize and provide oversight to regional HIV testing activities.

d. The Contractor shall electronically submit HIV testing data to the Department using the current *HIV Test Form,* Attachment H, which is attached hereto and is incorporated by reference as if fully set forth herein, on the 15th day of the month following the completion of the HIV test. If the 15th day of the month falls on a weekend or holiday, the Contractor shall submit the data on the next business day.

e. The Contractor shall ensure the appropriate use of the Department provided rapid HIV and Hepatitis C test kits and controls including submission of specimens for laboratory testing in accordance with Attachment G. The Contractor shall manage the HIV and Hepatitis C test kit allotments to avoid expiration or depletion of supply. The Contractor shall not be reimbursed for additional HIV or Hepatitis C test kits and/or laboratory services in excess of the allowance provided by the Department.

f. The Contractor shall discuss appropriate spousal notification (marital partners) for the individuals testing positive for HIV with the appropriate Department Disease

Intervention Specialist (DIS) as outlined in Attachment G. Regional DIS contacts may be found on the STI/HIV Program Jurisdiction map, Attachment I, which is attached hereto and is incorporated by reference as if fully set forth herein.

g. The Contractor shall maintain written policies and procedures to refer individuals identified as HIV positive in the region to HIV care, treatment, HIV Case Management Services, and testing for Tuberculosis (TB), syphilis, and Hepatitis B & C.

h. The Contractor shall target one hundred 100% of all HIV testing activities to high risk individuals.

i. The Contractor shall offer Hepatitis C rapid testing in conjunction with HIV rapid testing outreach for those individuals at risk per CDC guidance: http://www.cdc.gov/hepatitis/hcv/guidelinesc.htm, and as Department resources allow.

j. The Contractor shall ensure that at least 85% of individuals who test positive for HIV receive their test results.

k. By no later than forty-five (45) calendar day from the date the Department authorizes the Contractor to proceed with services, the Contractor shall submit a draft of a plan outlining how the test results for 100% of the individuals testing for HIV will be provided to the Department for review and approval. The Contractor's plan shall comply with Attachment G.

    1) Plan Approval – The Contractor shall agree and understand that the Department shall have complete and total approval authority of the Contractor's plan and shall have the right to request the Contractor to modify and/or provide additional elaboration to the plan in order to accomplish the objectives and goals of the Department. The Contractor's plan must be approved by the Department prior to implementation.

l. The Contractor shall report all individuals who test positive or are preliminarily positive for HIV to the appropriate DIS within one (1) business day of the positive or preliminarily positive test result. The Contractor's report to the DIS shall include the client's name, contact information, testing information, and marital status. Regional DIS contact information can be found in Attachment I.

m. The Contractor shall maintain a minimum of a 1.0% positivity rate of newly identified HIV positive tests from all outreach settings.

n. The Contractor shall ensure representation at the Department facilitated annual statewide HIV Testing Program meeting, typically held in Jefferson City, Missouri.

o. The Contractor shall obtain prior approval from the Department's HIV Testing Coordinator, identified in Attachment G, for all planned testing events. By no later than fourteen (14) calendar days prior to an outreach event (e.g. Gay Pride event), the Contractor must receive approval by the Department of the event.

p. The Contractor shall ensure that the Contractor's personnel who will be performing testing activities complete appropriate training, in accordance with Attachment G, prior to conducting HIV testing.

q. The Contractor shall offer condoms to individuals during all HIV testing activities.

r. The Contractor shall ensure that all individuals involved in conducting HIV testing activities sign a confidentiality statement each year as provided in the *Reportable Diseases Security and Confidentiality Manual*, Attachment J, which is attached hereto and is incorporated by reference as if fully set forth herein. Once signed, the Contractor shall provide a copy to the individual and place a copy in the individual's personnel file. Upon request by the Department, the Contractor shall provide the Department with copies of the individuals' signed confidentiality statements.

3.3.5 Condom Distribution Activities Requirements:

a. The Contractor shall establish a condom distribution program, contained in the Regional HIV/STI Prevention Plan, that meets the CDC criteria for condom distribution as described at the following website: https://effectiveinterventions.cdc.gov/en/HighImpactPrevention/StructuralInterventions/CondomDistribution.aspx.

b. The Contractor shall distribute condoms during all HIV prevention interventions as outlined in the Contractor's Regional HIV/STI Prevention Plan.

c. The Contractor shall ensure that all of the Contractor's personnel are trained annually on the *Condom Distribution Toolkit* sheet, Attachment K, which is attached hereto and is incorporated by reference as if fully set forth herein. The Contractor must include a projected condom distribution plan and general description of how the Contractor intends to market sites in the Contractor's Regional HIV/STI Prevention Plan.

3.3.6 Evaluation Activities Requirements:

a. The Contractor shall enter all client level and aggregate level data, as directed by the Department, into Evaluation Web, www.evaluationweb.com, the required online data base system sponsored by the CDC. Immediately following the date the Department authorizes the Contractor to proceed with services, the Department will provide the Contractor with information on how to obtain a username and password to gain access to the online data base system.

b. The Contractor shall use evaluation instruments that are either provided by, or approved by the Department. The Department will provide or approve the evaluation instruments prior to use or implementation by the Contractor.

4. REPORTS

4.1 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment L, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve (12) months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve (12) months, the Contractor shall submit this report annually and at the time the final invoice is due.

5. BUDGET AND ALLOWABLE COSTS

5.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the budget categories stated in Attachment M, which is attached hereto and incorporated by reference as if fully set forth herein.

5.2 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation

5.3 If the Contractor identifies specific needs within the Scope of Work, the Contractor may rebudget up to 10% of the total budget between object class categories of the budget

without obtaining prior written approval of the Department. The Contractor and the Department must agree to a written contract amendment for any other rebudgeting.

5.4 Indirect Costs

5.4.1 Indirect costs are those associated with the management and oversight of any organization's activities and are a result of all activities of the contractor. Indirect costs may include such things as utilities, rent, administrative salaries, financial staff salaries, and building maintenance.

5.4.2 The Contractor shall not bill the Department for indirect costs that exceed 8% of the modified total direct costs as defined in 2 CFR § 200.68.

a. Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

5.4.3 It is the Contractor's responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.

5.4.4 The Contractor's invoice shall separately account for costs billed using the modified total direct cost method and the Contractor's negotiated rate.

5.5 The Contractor shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.

5.6 The Contractor shall invoice and be reimbursed for actual and reasonable travel expenses either at the Contiguous US Per Diem Rates (CONUS) or the travel reimbursement rates set by the Contractor's internal policy, whichever is lower.

5.6.1 The Contractor must have the prior written approval of the Department for any travel related expenses which may exceed the CONUS rates.

5.6.2 The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for

5.7 The Contractor shall follow competitive procurement practices.

5.8 The Department shall in all cases be utilized as "payor of last resort" which means that payment under this contract may be available only after the Contractor has demonstrated that all other payment sources, including but not limited to insurance coverage and/or government assistance programs, have been exhausted. Documentation of such shall be maintained in client files to be available for contract monitoring purposes

6. INVOICING AND PAYMENT

6.1 If the Contractor has not already submitted a properly completed Vendor Input/Automated Clearing House Electronic Funds Transfer (ACH-EFT) Application, the Contractor shall complete and submit this Application. The Department will make payments electronically to the Contractor's bank account. The Department may delay payment until the Vendor Input/ACH-EFT Application is received from the Contractor and validated by the Department.

6.1.1 A copy of the Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at: https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx.

6.1.2 The Contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.

6.2 The Contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at https://MissouriBUYS.mo.gov.

6.3 The Contractor shall submit invoices monthly. Invoices shall be due by the last day of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.

6.4 The Department will pay the Contractor monthly upon the receipt and approval of an invoice and report(s) prepared according to the terms of this contract.

6.5 The Contractor shall submit invoices and reports to:

Missouri Department of Health and Senior Services
Division of HIV, STD, and Hepatitis
P.O. Box 570
Jefferson City, MO 65102-0570

6.6 The Contractor shall submit the final invoice within thirty (30) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.

6.7 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.

6.8 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception and the Department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.

6.9 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.

6.10 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.

6.10.1 For payment by check, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" and mail the check to:

Missouri Department of Health and Senior Services
Division of Administration, Fee Receipts
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

6.11 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx. The CFDA name is available at https://beta.sam.gov/.

6.12 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

7. AMENDMENTS

7.1 Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

8. RENEWALS

8.1 The parties may renew the agreement for two (2) additional one-year periods if mutually agreed to by both parties. Such renewal shall be accomplished in writing and

9. MONITORING

9.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.

9.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

10. DOCUMENT RETENTION

10.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.

10.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.

10.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

10.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.

10.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

11. CONFIDENTIALITY

11.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.82. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's

11.2 The Contractor shall comply with provisions of Attachment M, which is attached hereto and is incorporated by reference as if fully set forth herein, in regards to the Health Insurance Portability and Accountability Act of 1996, as amended.

12. LIABILITY

12.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.

12.2 The relationship of the Contractor to the Department shall be that of an independent Contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

12.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not

intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

13. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS

13.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to

13.2 In accordance with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following

13.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and

13.2.2 The percentage of the total costs of the program or project which will be financed by

13.3 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

14. AUTHORIZED PERSONNEL

14.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.

14.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the state. The state may

also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

14.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a "business entity" (http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530), the Contractor must affirm the Contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, as attached hereto and is incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

14.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:

14.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

14.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND

14.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

14.5 In accordance with subsection 2 of section 285.530 RSMo, the Contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

15. TERMINATION

15.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:

15.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or

15.1.2 A change in federal or state law relevant to this contract occurs; or

15.1.3 A material change of the parties to the contract occurs; or

15.1.4 By request of the Contractor.

15.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice.

15.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.

15.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.

15.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

CERTIFICATIONS AND SPECIAL PROVISIONS

1. GENERAL

1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.

2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.

2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:

2.3.1 Checking the System of Award Management (SAM) https://www.sam.gov; or

2.3.2 Collecting a certification from that person; or

2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.

3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

CERTIFICATIONS AND SPECIAL PROVISIONS

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to $1,000 per day.

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

6.1 The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));

6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;

6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;

6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;

6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;

6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);

6.1.9 Missouri Governor's E.O. #10-24; and

6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

7.1 The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

7.2 The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

7.3 The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.

1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at http://health.mo.gov/contractorresources/nga for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.

1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments.

1.3 The Contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year. If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.

1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth.
http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf

1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within ninety days of notification by the Department to return such funds.

SUBRECIPIENT SPECIAL CONDITIONS

1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.

1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.338 Remedies for Noncompliance.

1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:

1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or

1.8.3 Use forced labor in the performance of the award or subawards under the award.

1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.

1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.

1.10 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.

1.11 The Contractor shall provide its Data Universal Numbering System (DUNS) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its DUNS number. The

SUBRECIPIENT SPECIAL CONDITIONS

Department shall withhold the award of this contract until the Contractor submits the DUNS number to the Department and the Department has verified the DUNS.

1.12 Equipment

1.12.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than $1,000. The repair and maintenance of purchased equipment will be the responsibility of the Contractor. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Contractor is less than $5,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than $5,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.

1.12.2 Equipment purchased by the Department and placed in the custody of the Contractor shall remain the property of the Department. The Contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.

North Central 2018 Updated Regional Plan

SECTION IV: PRIORITIZED INTERVENTIONS

All interventions are to be conducted by 12.31.2018

For year 2018, the following Interventions for Black MSM are planned.

Target Population: Black MSM

Intervention Type: Individual Level Intervention

Intervention Name: RESPECT

Goal: Provide information and resources to identify specific transmission risks of MSM through risk reduction/assessment conversations, specifically negative partners of HIV infected MSM, as well as HIV infected MSM as they relate to HIV/STD transmission and infection.

Objective: Provide 10 MSM individual level intervention sessions in order to increase risk reduction techniques and practices. Respect will be offered on a weekly basis through December 31, 2018.

Outcome Objective: 75% of participants will assess their risk of HIV infection and be able to develop a risk reduction plan. 50% of participants will report increased comfort levels in practicing and discussing safer sex techniques.

Activities: Identify stakeholders and influencers within local Black MSM communities. Initiate and maintain conversations with stakeholders and other influential people. Create promotional items for intervention, using feedback from stakeholders group in design process and in selection of advertising sites to effectively reach Black MSMs. This advertising campaign will run in conjunction with an HIV testing campaign targeting heterosexual Black women. Distribute condoms in accordance with the regional condom distribution plan.

Science Base: Theory of Reasoned Action, Stages of Behavior Change Model, Client Centered Prevention Counseling.

Evaluation: Participants will be interviewed to confirm risk reduction plan/gauge comfort level via a risk identification/reduction plan sheet.

Target Population: Black MSM.

Intervention Type: Outreach and Condom Distribution
Total to be conducted: 5

Goal: To provide HIV Prevention active outreach and safer sex materials to Black MSMs at local venues by December 31, 2018.

Objective: By the end of December, 2018, the program will have conducted active outreach and condom/safer sex materials to at least 50 Black MSMs. Outreach and distribution will initially occur through local LGBT bars and clubs where facilitators will offer HIV testing and risk reduction education. Additional program locations will be identified through conversation with target population.

Activities: Prepare information to be disseminated. Establish connections with stakeholders. Maintain agreements with local bars participating in the program, expand locations. Distribute condoms in accordance with the regional condom distribution plan.

Science Base: Holistic Harm Reduction, Social Network Theory.

For 2018, the following Interventions for White MSM are planned.

Target Population: White MSM.

Intervention Type: Individual Level Intervention- RESPECT.

Goal: Provide information and resources to address the concerns and risk behaviors of MSM, especially negative partners of HIV infected MSM, as well as HIV infected MSM as they relate to HIV/STD transmission and infection.

Objective: Provide 25 MSM individual level intervention sessions in order to increase risk reduction techniques and practices. Respect will be offered on a weekly basis through December 31, 2018.

Outcome Objective: 75% of participants will assess their risk of HIV infection and be able to develop a risk reduction plan. 50% of participants will report increased comfort levels in practicing and discussing safer sex techniques.

Activities: Identify and evaluate referral processes for RESPECT. Create informational materials with contact information to distribute throughout region at popular venues, LPHAs, and with DIS. Secure resources and incentives required for intervention. Seek out and attend RESPECT training for additional staff. Distribute condoms in accordance with the regional condom distribution plan.

Science Base: Theory of Reasoned Action, Stages of Behavior Change Model, Client Centered Prevention Counseling.

Evaluation: Participants will complete a risk identification/reduction plan sheet.

Target Population: White MSM

Intervention Type: GLI

Intervention Name: MPowerment M-Groups

Goal: Continue implementation of community building and HIV risk reduction education for young (18-30 years old), self-identified gay and bisexual men (MSM)

Objective: Provide a minimum of 2 group-level Mpowerment M-Group interventions to a total of 16 white MSM by December 31, 2018.

Outcome Objective: At least 75% of intervention participants will demonstrate ability to communicate risk-reduction strategies as part of pre- and post-testing and role-play during sessions.

Activities: Continue to recruit and maintain involvement of core group of 10-15 young gay or bisexual men from Columbia/Mid-Missouri to work in conjunction with paid staff. Plan and complete outreach at locations frequented by young MSM to provide risk reduction education, normalize and promote safer sex, create and disseminate appealing informational materials on HIV risk reduction, and distribute condoms and other risk reduction materials. Create social events to engage young MSMs which also promote safer sex. Hold Mgroups – meetings of 8-10 young gay men – to discuss factors contributing to unsafe sex among the men. Have Mgroups practice safer sex negotiation and condom use skills. Provide safer sex kits and other prevention materials. Distribute condoms in accordance with the regional condom distribution plan.

Science Base: Diffusion of Innovation, Social Network Theory

Evaluation Mechanism: All participants will complete surveys before and after Mgroup sessions in order to identify changes in skills, attitudes and intentions toward safer sex caused by participation.

Target Population: White MSM.

Intervention Type: Outreach.

Total to be conducted: 6

Goal: Conduct outreach intervention to White MSMs in the North Central Region to encourage increased knowledge about HIV, increased risk perception and risk-reduction behaviors and to recruit for other interventions for this population.

Objective: To conduct 6 outreach interventions consisting of bar outreach or other community outreach that includes distribution of safe sex kits and HE/RR information exchange to 250 White MSM in the North Central Region by December 31, 2018.

Activities: Prepare information to be disseminated. Maintain agreements with local bars participating in the program. Prepare safer sex kits. Distribute condoms in accordance with the regional condom distribution plan.

Science Base: Holistic Harm Reduction, Social Network Theory, Diffusion of Innovation

Target Population: White MSM.

Intervention Type: HC/PI.

Goal: To promote HIV risk reduction education and confidential and anonymous HIV testing to WhiteMSMs in North Central Missouri.

Objective: Distribute at least 300 informational brochures at four appropriate locations on a quarterly basis by December 31, 2018.

Activities: Prepare or acquire literature to be disseminated. Maintain and establish relationships with partnering locations. Continue outreach to local gay bars, as well as other locations regarding STD/HIV counseling and testing services available from the local health department.

Science Base: Diffusion Theory.

Target Population: White MSM

Intervention Type: Other, Community-Wide Event

Total "Other" Interventions to Be Conducted: 2

Goal: To provide White MSM with social opportunities where they may increase their awareness of risk and prevention strategies.

Objective: To establish a presence at least 2 community-wide events to reach a minimum of 300 White MSM. Event will provide health education and risk-reduction messages and will serve as distribution points for information and safer sex materials. Events will be held by December 31, 2018.

Activities: Establish relationships with community venues where events may be held. Provide educational materials and safer sex kits. Distribute educational materials. Recruit for other interventions for white MSM.

Science Base: Diffusion of Innovation Theory

Target Population: White MSM.

Intervention Type: Other (Condom Distribution)

Goal: Distribute condoms and prevention resources such as condoms and lube at locations throughout the North Central Region where MSM gather.

Objective: Distribute 15,000 condoms to at least 1000 MSM in the North Central Region at a minimum of eight locations on a quarterly basis. Locations to include, but not be limited to, community and campus based LGBT organizations, adult book stores, parks, and bars/nightclubs throughout the region by December 31, 2018.

Activities: Maintain relationships with local businesses and schools, as well as community gate keepers, establish new linkages within different communities throughout the region. Develop and create Internet-accessible listing/map of condom distribution sites and smartphone app. Widely publish and advertise these location tools. Distribute condoms in accordance with the regional condom distribution plan.

Science Base: Diffusion Theory, Health Belief Model.

For 2018, the following Interventions for Latino MSMs are planned.

Target Population: Latino MSM.

Intervention Type: HC/PI.

Goal: Provide information specific to counseling and testing services, including the option to test anonymously, to Latino MSM quarterly basis.

Objective: Distribute at least 100 informational brochures to a minimum of three locations on a quarterly basis by December 31, 2018.

Activities: Prepare literature to be disseminated. Identify and recruit stakeholders from the community to guide creation/acquisition of risk reduction materials and venues in which to advertise. Maintain and establish relationships with partnering locations. Continue outreach to local gay bars, as well as other locations regarding STD/HIV counseling and testing services available from the local health department

Science Base: Diffusion Theory.

Target Population: Latino MSM.

Intervention Type: Condom Distribution

Goal: Distribute condoms and prevention resources at locations throughout the North Central Region frequented by Latino MSMs.

Objective: Distribute 200 condoms to at least 25 Hispanic MSM in the North Central Region at a minimum of three locations on a quarterly basis. Locations to include, but not be limited to, community and campus based LGBT organizations, adult book stores, parks, and bars/nightclubs throughout the region by December 31, 2018.

Activities: Create and maintain relationships with local businesses and schools, as well as community gate keepers, establish new linkages within different communities throughout the region. Distribute condoms in accordance with the regional condom distribution plan.

Science Base: Diffusion Theory, Health Belief Model.

For 2015 the following Interventions for Black Female HRH are planned.

Target Population: Black Female HRH, all ages.

Intervention Type: GLI

Intervention Name: VOICES/VOCES

Goal: To provide a single session video-based prevention program to incarcerated women in order to educate participants about their HIV/STD risks and teach risk reduction, condom negotion and partner communication skills.

Objective: Provide 6 Voices interventions to a total of at least 120 incarcerated women by December 31, 2018.

Outcome Objective: 75% of participants will assess their risk of HIV infection and be able to develop a risk reduction plan.

Activities: Maintain and/or establish new relationships with host sites for the intervention, determine and secure needed resources, as well as individuals to conduct the interventions.

Science Base: Theory of Reasoned Action and Theory of Stages of Behavior Change.

Evaluation: Participants will complete a risk identification/reduction plan sheet.

Justification: Epidemiological data indicates the incarcerated/corrections population in Missouri is disproportionately affected by HIV infection. In addition, a disproportionate percentage of those women incarcerated are African American women.

Target Population: African American Female HRH.

Intervention Type: ILI

Intervention Name: RESPECT

Goal: Provide information and resources to address the concerns and risk behaviors of prioritized population, especially negative partners of HIV infected individuals, and those living with HIV as they relate to HIV/STD transmission and infection.

Objective: Provide individual level interventions to at least 20 Black, heterosexual women at high risk for HIV in effort to increase self-perception of risk for HIV/STD, knowledge of risk reduction techniques and utilization of these techniques by December 31, 2018. RESPECT will be offered on a weekly basis.

Outcome Objective: 75% of participants will assess their risk of HIV infection and be able to develop a risk reduction plan.

Activities: Maintain and/or establish new relationships within the population. Identify and secure needed resources including. Develop and implement advertising campaigns and referral procedures for participants.

Science Base: Theory of Reasoned Action, Stages of Behavior Change Model, Client Centered Prevention Counseling.

Evaluation: Participants will complete a risk identification/reduction plan sheet.

Target Population: African American Female HRH

Intervention Type: GLI

Goal: Provide health education and risk reduction education, including correct use of male condoms with practice of skill to African American women that have a high risk for HIV infection.

Objective: By December 31, 2018, conduct at least 1 group level interventions to a total of 10 African American Women with increased risk for HIV acquisition. Interventions will be advertised and held in locations familiar to participants, including local salons, beauty shops, churches, and community centers.

Outcome Objective: 75% of participants will be able to demonstrate the correct steps in discussing their HIV status and risk and how to use a condom with their male partner.

Activities: Identify and recruit stakeholders from the prioritized population. Scout locations to distribute materials and in which to facilitate interventions. Prepare condom packets and information to be disseminated. Scout locations to distribute

Science Base: Holistic Harm Reduction, Social Network Theory.

Target Population: African American Female HRH.

Intervention Type: Other, condom distribution

Goal: Provide risk reduction materials to African American Heterosexual Women.

Objective: Distribute 500 condoms to at least 100 African American High Risk Heterosexual in the North Central Region at a minimum of five locations on a quarterly basis. Locations to include, but not be limited to, community and campus based organizations, adult book stores, parks, and bars/nightclubs throughout the region by December 31, 2018.

Activities: Maintain relationships with local businesses and schools, as well as community gate keepers, establish new linkages within different communities throughout the region. Develop and create Internet-accessible listing/map of condom distribution sites and smartphone app. Widely publish and advertise these location tools. Distribute condoms in accordance with the regional condom distribution plan.

2018 Interventions for Individuals who use/abuse substances (Substance Users)

Target Population: Female Substance Users, all race/ethnicities

Intervention Type: GLI (Group level intervention)

Intervention Name: VOICES/VOCES

Goal: To provide a single session video-based prevention program to women participating in a substance abuse treatment program in order to educate participants about their HIV/STD risks and teach risk reduction, condom negotiation and partner communication skills.

Objective: Provide 12 Voices interventions to a total of at least 250 women enrolled in substance abuse treatment programs by December 31, 2018.

Outcome Objective: 75% of participants will assess their risk of HIV infection and be able to develop a risk reduction plan.

Activities: Maintain and/or establish new relationships with host sites for the intervention, determine and secure needed resources, as well as individuals to conduct the interventions.

Science Base: Theory of Reasoned Action and Theory of Stages of Behavior Change.

Evaluation: Participants will complete a risk identification/reduction plan sheet.

Justification: People who inject drugs are a relatively small share of the U.S. population, but they are disproportionately represented in the HIV epidemic. It is estimated that there are about 1 million injection drug users (IDUs), but injection drug use accounts for approximately 16 percent of new HIV infections in the United States. If current rates continue, 1 in 23 women who inject drugs and 1 in 36 men who inject drugs will be diagnosed with HIV in their lifetime. Many individuals in these groups may not engage in greater risk behaviors than others, but they still can be more likely to become infected with HIV. Research has shown that the higher risk for these groups is associated with the sheer number of HIV-positive persons in the communities where they live. As a result, any instance of risk behavior carries a far greater likelihood of infection than other communities with fewer cases of HIV.

Target Population: Substance Users/Abusers

Intervention Type: Other, condom distribution

Goal: Provide risk reduction materials to individuals who use and/or abuse substances, including alcohol. .

Objective: Distribute 1,000 condoms to at least 150 individuals who use and/or abuse substances in the North Central Region at a minimum of five locations on a quarterly basis. Locations to include, but not be limited to, community rehab facilities, adult book stores, parks, and bars/nightclubs throughout the region by December 31, 2018.

Activities: Maintain relationships with local businesses and schools, as well as community gate keepers, establish new linkages within different communities throughout the region. Continue Internet-accessible listing/map of condom distribution sites. Widely publish and advertise these location tools. Distribute condoms in accordance with the regional condom distribution plan.

The following Interventions for People Living with HIV are planned for 2018

Target Population: People living with HIV/AIDS (L.I.F.E.)

Intervention Type: GLI: HIV 101 Self-Management Workshop

Goal: To provide a one-session workshop to people living with HIV/AIDS that helps them connect Biological, Social, and Psychological "co-factors" to health, while providing education about management of HIV disease that empowers participants to take steps toward better health outcomes.

Objective: To provide two, one-session, HIV 101 Self-Management Workshops, with 8 participants that are living with HIV per workshop, total of 16 individuals, by December 31, 2018.

Outcome Objective: After completion of workshop, participants will:

- Increase engagement in healthcare by seeing an Infectious Disease or HIV Specialist at least twice per year
- Improve treatment adherence, by taking HIV specific medications correctly and on time 95% of the time
- Reduce risk behavior through a decrease in number of partners and increase in use of condoms

Activities: Attend workshop training provided by Shanti, and train other facilitators in region. Collaborate with Rain case managers to recruit HIV+ clients. Recruit non-case managed HIV + clients at Pride and community health clinics. . Facilitate meeting space acquisition and purchase incentive items for the participants.

Science Base: Psychoneuroimmunology (PNI), Social Learning Theory.

Evaluation Mechanism: Pre and Post survey evaluations.

Target Population: People living with HIV/AIDS.

Intervention Type: Other, Condom Distribution

Goal: Provide safer sex packets to people living with HIV

Objective: Provide local ASO and two local Infectious Disease Health Clinics with 250 condoms to be distributed monthly to at least 100 people living with HIV through December 31, 2018.

Activities: Prepare condoms to be distributed. Secure locations for distribution. Distribute condoms in accordance with regional condom distribution plan.

Science Base: Health Belief Model, Social Cognitive Learning Theory.

Target Population: White MSM+

Intervention Type: GLI

Intervention Name: MPowerment M-Groups

Goal: Continue implementation of community building and HIV risk reduction education for young (18-30 years old), self-identified gay and bisexual men (MSM) living with HIV.

Objective: Provide a minimum of 1 group-level Mpowerment M-Group interventions to a total of 4 white MSM+ by December 31, 2018.

Outcome Objective: At least 75% of intervention participants will demonstrate ability to communicate risk-reduction strategies as part of pre- and post-testing and role-play during sessions.

Activities: Continue to recruit and maintain involvement of core group of 10-15 young gay or bisexual men from Columbia/Mid-Missouri to work in conjunction with paid staff. Plan and complete outreach at locations frequented by young MSM+ to provide risk reduction education, normalize and promote safer sex, create and disseminate appealing informational materials on HIV risk reduction, and distribute condoms and other risk reduction materials. Create social events to engage young MSM+s which also promote safer sex. Hold Mgroups – meetings of 8-10 young gay men – to discuss factors contributing to unsafe sex among the men. Have Mgroups practice safer sex negotiation and condom use skills. Provide safer sex kits and other prevention materials. Distribute condoms in accordance with the regional condom distribution plan.

Science Base: Diffusion of Innovation, Social Network Theory

Evaluation Mechanism: All participants will complete surveys before and after Mgroup sessions in order to identify changes in skills, attitudes and intentions toward safer sex caused by participation.

Variances: For 2018

Target Population: People with history of STD infection and/or multiple partners

Intervention Type: GLI

Intervention Name: VOICES

Goal: To provide a single session video-based prevention program to women with a history of STD infection and multiple partners in order to educate participants about their HIV/STD risks and teach risk reduction and partner communication skills.

Objective: Provide 3 Voices interventions to a total of at least 60 people by December 31, 2018.

Outcome Objective: 75% of participants will assess their risk of HIV infection and be able to develop a risk reduction plan.

Activities: Maintain and/or establish new relationships with host sites for the intervention, determine and secure needed resources, as well as individuals to conduct the interventions.

Science Base: Theory of Reasoned Action and Theory of Stages of Behavior Change.

Evaluation: Participants will complete a risk identification/reduction plan sheet.

Justification: Epidemiological data indicates those with a history of STD's and additional risk factors are at greater risk for HIV infection.

Target Population: People with a history of STD infection and/or multiple partners

Intervention Type: Other/Condom Distribution

Goal: Provide safer sex packets to people living with high risk for HIV infection.

Objective: Provide at least 6 local businesses and organizations with 200 safer sex kits, consisting of condoms, lubricants, testing information and informational pamphlets, on a monthly basis to be made available to individuals with history of STD infection or multiple partners, to reach 75 individuals per month by December 31, 2018.

Activities: Prepare packets to be distributed. Secure locations for distribution. Distribute condoms in accordance with regional condom distribution plan.

Science Base: Health Belief Model, Social Cognitive Learning Theory.

Target Population: AA HRH Males

Intervention Type: Other.

Goal: Provide safer sex packets to AA HRH Males.

Objective: Provide local at least 2 local businesses and organizations with 200 safer sex kits on a monthly basis to reach 30 individuals per month by December 31, 2018.

Activities: Prepare packets to be distributed. Secure locations for distribution. Distribute condoms in accordance with regional condom distribution plan.

Science Base: Health Belief Model, Social Cognitive Learning Theory.

Statewide Plan Format Template

Target Population: *(Should include estimated age range, gender, and race as well)*

Intervention Type: *(DEBI, ILI, GLI, Outreach only. HC/PI will look a little different because we don't have to be as specific) (For Outreach Interventions, please estimate how many condoms, safer sex kits, brochures, supplies, etc... you are planning to use in your intervention and* ***remember in order for it to be classified as outreach, you must ensure at the minimum, some kind of verbal, educational exchange with the target population)***

Goal: *(Broad)*

Objective: *(Must be measurable, time-phased, and specific)*

Outcome Objective: *(For Individual and Group Level Interventions Only) (What are the expected outcomes of the intervention. The projection must be measurable. Ex: At least 60% of participants involved in the workshop will be able to demonstrate through role-play condom negotiation skills)*

Activities/Strategies: *(What are you going to do to implement this intervention)*

Science Base: *(Use taxonomy provided)*

Evaluation Mechanism: *(Only for individual and group level interventions. How you are going to measure the effectiveness of your intervention i.e. pre and post tests, HIV testing numbers, surveys...)*

List what finding in the needs assessment corresponds to the intervention you are planning for this population. This is a new requirement.

Here is an example of what this might look like:

Target Population: African American Heterosexual Men

Intervention Type: DEBI

Goal: To provide a series of group level interventions through various gathering places to young, African American Heterosexual Men in order to focus on reduction of risk for HIV/STDs.

Objective: To provide a total of three **Many Men Many Voices** interventions to a total of 50 African American Heterosexual Men in places where they gather that focus on safer sex negotiation skills building in the Kansas City region by December 2010.

Outcome Objective: At least 60% of participants who attend these interventions will be able to effectively demonstrate through role-play safer sex negotiation skills as a result of this intervention.

Activities: Prepare safer sex kits and information to be disseminated. Arrange location for interventions and provide role-play for participants to practice negotiation skill learned in these trainings

Science Base: Empowerment Theory

Evaluation Mechanism: All participants will be asked to complete both pre and post test surveys to assess knowledge and skills gained through this intervention.

Needs Assessment Correspondence: This intervention corresponds to key finding number____ in the 2010 Missouri Needs Assessment.

For Outreach Level Interventions, the format should be as follows:

Targeted Population: White MSM

Intervention Type: Outreach Level

Total Outreach Interventions to Be Conducted:

Goal: (*Broad)*

Objective: (*Specific, time-phased and measurable including the number of individuals within a population you want to reach as well as the age groups with this intervention. Remember, in order for an intervention to be classified as an outreach, you must ensure educational interaction between the target population and the person conducting the outreach. Condom drop offs are not outreach and should go under the "other" category)*

Activities/Strategies: *(What do you need to do to implement the intervention)*

Science Base: *(Use Taxonomy Provided)*

The following is an example of what this might look like:

Target Population: White MSM

Intervention Type: Outreach Level

Total Outreach Interventions to Be Conducted: 22

Goal: To conduct outreach level interventions to white MSM in the Kansas City Region that will ensure a decrease in HIV risk-taking behavior.

Objective: To conduct 22 outreach interventions consisting of street outreach that includes distribution of safe sex kits and HE/RR information exchange to 100 white MSM in the Kansas City Region by December 31, 2011.

Activities/Strategies: Work with KCRPAG volunteers to gather materials for safer sex kits and put them together. Prepare to demonstrate the importance of the items in the kit and explain their proper usage.

Science Base: Diffusion of Innovation Theory

Needs Assessment Correspondence: This intervention corresponds to key finding number____ in the 2010 Missouri Needs Assessment.

For HC/PI and Community Level Interventions, the format should be as follows:

Targeted Population:

Intervention Type: *HC/PI or General Community*

Total HC/PI Interventions to Be Conducted:

Goal: *(Broad)*

Objective: *(Specific, time-phased and measurable including the number of individuals within a population you want to reach as well as the ages groups with this intervention)*

Activities/Strategies: *(What do you need to do to implement the intervention)*

Science Base: *(Use Taxonomy Provided)*

Here is an example of what this might look like:

Target Population: African American Women

Intervention Type: Health Communication/Public Information

Total Number of HC/PI to be Conducted: 32

Goal: To provide African American Women with HC/PI level interventions to increase awareness of risk and prevention strategies.

Objective: To conduct one presentation at a beauty shop to approximately 10 AA Women to raise awareness of HIV risk and stress the importance of empowerment.

Activities: Collaborate with MDOH to gather educational information for the presentation.

Science Base: Theory of Reasoned Action

Needs Assessment Correspondence: This intervention corresponds to key finding number____ in the 2010 Missouri Needs Assessment.

For "Other" Interventions, the format should be as follows:

Targeted Population:

Intervention Type: *"Other"*

Total: "Other" Interventions to Be Conducted:

Goal: *(Broad)*

Objective: *(Specific, time-phased and measurable including the number of individuals within a population you want to reach as well as the ages groups with this intervention)*

Activities/Strategies: *(What do you need to do to implement the intervention)*

Science Base: *(Use Taxonomy Provided)*

Here is a sample objective:

Target Population: Heterosexual African American Women at Risk Ages 20-39

Intervention Type: Other

Total "Other" Interventions to Be Conducted: 3

Goal: To provide Heterosexual African American Women with interventions to increase awareness of risk and prevention strategies.

Objective: To establish at least 1 Internet chat room to reach 350 African American Women At Risk ages 20-39 with risk reduction information and health education messages by December 31, 2003.

Activities: Work with OIS to set up chat room and gather appropriate educational materials

Science Base: Diffusion of Innovation Theory

Needs Assessment Correspondence: This intervention corresponds to key finding number____ in the 2010 Missouri Needs Assessment.

Example Member Characteristic Survey

The information on this form is used for the purpose of assessing epidemic and expertise balance on the Statewide Comprehensive Prevention Planning Group (CPPG). This information will be disseminated in an anonymous, statistical format only. This form helps us determine how well we are meeting stakeholder involvement and PIR

Member Type
___Community Co-Chair
___Health Department Co-Chair
___Regional Representative
___Regional CPG *Alternate* Representative
___General Membership (Gallery)
___At-Large Membership
___At-Large Alternate
__State HD Staff

Planning Region
___Kansas City
___Northwest
___St. Louis
___Southeast
___Southwest
___North-Central

Race
___White
___African American/Black American
___Native American/Alaskan Native
___Native Hawaiian or /Pacific Islander
___Asian
___Unknown
___More than one race - Please specify: _____

Ethnicity
___Hispanic
__Non-Hispanic
__Unknown

Date of Birth _____ **Age** ____ **Gender** Male Female
__Transgender (__MtoF FtoM) Intersex

Please check all that apply: Gay Lesbian Bisexual Heterosexual Asexual Pansexual

Please check all that apply:
___Current Substance User
___Current IDU/Needle Sharing
___Current Sex Worker
___Current High-risk Sexual Behavior
___Living with an STD (Herpes, HPV, etc.-not HIV)
___Living with HIV
___Living with AIDS

___Former IDU/Needle Sharing
___Former Substance User
___Former Sex Worker
___Former High-risk Sexual Behavior
___Had an STD (Gonorrhea, Chlamydia, etc.-not HIV)
___Living with Hepatitis (B C)
___Had Hepatitis (__A B C)

Governmental Representation
___State Health Department
___Local Health Department
___Mental Health Agency
___Corrections Agency
___HOPWA
___Do not represent an agency

___State/Local Educational Agency
___Youth Services Agency
___State/Local Substance Abuse Agency
__Community Health Care Centers
___Other Govt. Agency:_____
___Other Non-Govt. Agency: _____

Area of Expertise
___Community Organization
___Intervention/Service Provider
___Evaluation
___Epidemiologist
___Homeless Services

___Business/Labor
___Behavioral or Social Scientist
___Health Planner
___HIV Clinical Care Provider
___Other: _____

Do you participate in Care activities: __Yes __No

If your answer is yes, please indicate in what Care programs you participate: _____
_____
_____
_____

Statewide Plan Layout template

For the plan format (goals, measurable objectives, activities) will stay the same for most sections. Each region is asked to organize the layout of the plan in the same way as follows

I. Prevention with Positives

- AAHRH F+- at the end of the interventions list total # of interventions to be delivered/ Total # to be reached
- AAMSM+- at the end of the interventions list total # of interventions to be delivered/ Total # to be reached
- LMSM+- at the end of the interventions list total # of interventions to be delivered/ Total # to be reached
- WMSM +- at the end of the interventions list total # of interventions to be delivered/ Total # to be reached

II. Community Testing (non-clinic) formatted like interventions

- Outreach- at the end total # of testing events to be delivered/total# to be tested
- Social Network- at the end total# to be tested
- Couples (if applicable) at the end total number of couples to be tested

III. Condom Distribution **(new format and layout)**

Target Population	Number of sites	Number of condoms to be distributed
AAHRH F +		
AAMSM+		
LMSM+		
WMSM +		
AAHRH F		
AAMSM		
LMSM		
WMSM		
Regional Risk Populations		
General Population in high risk zip codes/areas/sites		
Totals		

Marketing plan to advertise condom distribution sites

IV. Policy

A. Use your format to describe the development of your RPAG Viral Hepatitis Committee no later than Dec 31 2016 – all regions required
B. Others as needed for your region, but not required

V. Prevention with High Risk Negatives

- AAHRH F – at the end of the interventions list total # of interventions to be delivered/ Total # to be reached
- AAMSM - at the end of the interventions list total # of interventions to be delivered/ Total # to be reached
- LMSM- at the end of the interventions list total # of interventions to be delivered/ Total # to be reached
- WMSM - at the end of the interventions list total # of interventions to be delivered/ Total # to be reached

VI. Regional Populations – should only be 2 group with qualifiers if needed (ex HRH/History of STDs)

- HRH- at the end of the interventions list total # of interventions to be delivered/ Total # to be reached
- Non prioritized MSMs

VII. TA/CBA Needs

TA Needs for intervention delivery	Capacity Building needs as relates to planning - implementation, RPAG process/membership
Ex Promise	Ex . Developing new member orientation

Attachment G

HIV TESTING PROGRAM PROCEDURE MANUAL

January 2020

The Missouri Department of Health and Senior Services is responsible for protecting and promoting the health of Missourians by assessing health status and needs, developing policies and priorities, and assuring that the state is responding appropriately.

Table of Contents

Table of Contents – Appendices

Introduction

The HIV Testing Program Procedural Manual is designed to provide general guidance to any agency that offers HIV counseling, testing, and referrals. In an effort to provide effective services to any and all clients, the HIV Testing Program has established the following program goals:

1. Diagnose all people with HIV as early as possible.
2. Prevent new HIV transmissions by using proven interventions.
3. Rapidly link newly diagnosed individuals to HIV medical care.

The Missouri Department of Health and Senior Services (DHSS) contracts with eight lead agencies to provide HIV testing services in designated regions of Missouri. The services include laboratory blood testing laboratory and rapid point of care testing in healthcare and non-healthcare settings. Services provided through the contract are offered by the agencies free of charge. Four contracted agencies (See Page 12) offer anonymous HIV testing services, as mandated by state law. Other publicly funded agencies approved by the HIV Testing Program including local public health agencies (LPHA) may submit specimens to the Missouri State Public Health Laboratory (SPHL) for HIV testing at no charge to the provider or client.

The program staff serve in a statewide capacity and should be contacted with questions and concerns regarding HIV counseling, testing, and referrals.

Craig Highfill
Director of Prevention and Field Operations
314-877-0245
Craig.Highfill@health.mo.gov

Dustin Hampton
Prevention Programs Coordinator
573-526-2610
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573-526-7304
Yelena.Friedberg@health.mo.gov

Wendy Lovelace
HIV/STD Testing Program Coordinator
573-751-6129
Wendy.Lovelace@health.mo.gov

HIV Testing Program Sites

Kansas City Region

Counties: Cass, Clay, Clinton, Jackson, Lafayette, Platte, and Ray

Non-Healthcare Testing Lead Agency:
Kansas City Health Department
2400 Troost Suite 2000
Kansas City, MO 64108
(816) 513-6119

Healthcare Testing Lead Agency:
Kansas City Care Clinic
3515 Broadway
Kansas City, MO 64111
(816) 268-1899

North Central Region

Counties: Adair, Audrain, Bates, Benton, Boone, Calloway, Camden, Chariton, Clark, Cole, Cooper, Gasconade, Henry, Howard, Johnson, Knox, Lewis, Linn, Macon, Maries, Marion, Miller, Moniteau, Monroe, Montgomery, Morgan, Osage, Pettis, Pike, Putnam, Ralls, Randolph, Saline, Schuyler, Scotland, Shelby, and Sullivan

Non-Healthcare Testing Lead Agency:
Columbia/Boone County Public Health and Human Services
1005 W. Worley
Columbia, MO 65203
(573) 874-7559

Northwest Region

Counties: Andrew, Atchison, Buchanan, Caldwell, Carroll, Davies, DeKalb, Gentry, Grundy, Harrison, Holt, Livingston, Mercer, Nodaway, and Worth

Non-Healthcare Testing Lead Agency:
City of St. Joseph Health Department
904 S. 10th
St. Joseph, MO 64503
(816) 236 1491

St. Louis Region

Counties: Franklin, Jefferson, Lincoln, St. Charles, St. Louis and Warren
City of St. Louis

Non-Healthcare Testing Lead Agency:
City of St. Louis Department of Health
1520 Market St., Room 4027
St. Louis MO 63103
(314) 657-1491

Healthcare Testing Lead Agency:
Washington University
620 S. Taylor Ave
St. Louis MO 63110
(314) 747-1244

Southeast Region

Counties: Bollinger, Butler, Cape Girardeau, Carter, Crawford, Dunklin, Iron, Madison, Mississippi, New Madrid, Pemiscot, Perry, Ripley, St. Francois, Ste. Genevieve, Scott, Stoddard, Washington, and Wayne

Non-Healthcare Testing Lead Agency:
Butler County Health Department
1619 N. Main St.
Poplar Bluff, MO 63901
(573) 785-8478

Southwest Region

Counties: Barry, Barton, Cedar, Christian, Dade, Dallas, Dent, Douglas, Greene, Hickory, Howell, Jasper, Laclede, Lawrence, McDonald, Newton, Oregon, Ozark, Phelps, Polk, Pulaski, St. Clair, Shannon, Stone, Taney, Texas, Vernon, Webster, Wright

Non-Healthcare Testing Lead Agency:
AIDS Project of the Ozarks (APO)
1636 S. Glenstone
Springfield, MO 65804
(417) 881-1900

See the Missouri HIV Testing Program Map, Appendix 1.

Responsibilities of Contractors

1. Deliver, procure, or ensure regional HIV Testing programming for those Missouri counties listed in paragraph 2.2.4 of the HIV Prevention contract, Scope of Work for each of the six regions. HIV Testing activities shall be based upon the current Regional Prevention Plan and in compliance with Missouri Law and current Missouri Department of Health and Senior Services (DHSS) policies and procedures including the HIV Testing Program Procedural Manual.

2. Ensure all HIV testing (regardless of method of specimen collection) and counseling to clients who request HIV testing is conducted according to the present DHSS HIV Testing Procedure Manual and Missouri statutes.

3. Ensure confidential HIV Testing activities are allocated to agencies who participate in the Regional Prevention Advisory Group (RPAG) process and who will target HIV testing to at-risk (priority) populations as defined in the current Regional Prevention Plan. DHSS must approve any proposed subcontracting agencies.

4. Establish a licensed physician to authorize and provide oversight to regional HIV testing.

5. Submit current HIV Test Form data electronically on the fifteenth day of the following month. If the fifteenth day of the month falls on a weekend or holiday, data shall be submitted on the next working day.

6. Disseminate and distribute all appropriate HIV prevention program information to contractors, RPAG members, and regional prevention partners.

7. Discuss appropriate spousal notification (marital partners) for individuals testing positive for HIV with the DHSS DIS Program Coordinator.

8. Maintain written policies and procedures approved by DHSS to refer individuals in the region identified as HIV positive to HIV care, treatment, HIV case management services, and testing for Tuberculosis (TB), syphilis, and Hepatitis B and C.

9. Ensure that a minimum of 85% of persons who test positive for HIV receive their test results.

10. Establish and document a plan for 100% of clients testing positive for HIV to receive test results.

11. Refer 100% of clients who test positive for HIV to the local Disease Intervention Specialist with 85% referred within one business day. Referrals shall include preliminary positives from rapid testing.

12. Ensure at least one agency representative attends the annual statewide HIV Testing Program meeting.

13. Obtain prior approval from the DHSS HIV Testing Program for all regional outreach screening plans. Approval shall be obtained two calendar weeks in advance of the event.

14. Assure 100% of all HIV testing in non-healthcare settings targets high risk individuals.

15. Offer Hepatitis C testing in conjunction with HIV rapid testing outreach for those clients at risk per CDC guidance (https://www.cdc.gov/hepatitis/hcv/guidelinesc.htm) and as DHSS resources allow.

16. Assure at least 80% of persons who receive their HIV positive test results are linked to medical care and attend their first medical appointment.

17. Maintain a minimum of a 0.8% positivity rate of newly identified HIV positive tests from non-healthcare settings.

18. Assure counselors complete DHSS-approved training prior to conducting HIV counseling and testing.

19. Provide condoms to clients who attend HIV/STD testing events.

20. Promote to health care providers the adoption of the 2006 CDC Revised Recommendations for HIV Testing of Adults, Adolescents, and Pregnant Women in Health Care Settings (https://www.cdc.gov/mmwr/preview/mmwrhtml/rr5514a1.htm).

21. Assure all staff providing contracted services through the HIV Testing Program attend DHSS-approved Security and Confidentiality Training on an annual basis.

22. Develop a security and confidentiality manual including an annual confidentiality statement that is as stringent as the Department's Security and Confidentiality manual and assure that all staff providing contracted services through the HIV Testing Program sign a confidentiality statement annually. Provide a signed copy to the employee and place a signed copy in the employee's personnel file.

23. Ensure the appropriate use of the DHSS-provided rapid HIV and Hepatitis C test kits and controls. The contractor shall manage the HIV and Hepatitis C test kit allotments to avoid expiration or depletion of supplies. The contractor shall not be reimbursed for HIV or Hepatitis C test kits and/or laboratory services in excess of the allowance provided by DHSS.

Confidentiality

Ensuring client privacy and confidentiality during counseling, testing and referral is essential. All aspects of client interaction should be protected against a possible breach of confidentiality. Additional measures should be taken in non-healthcare settings to ensure that privacy is maintained using the resources available. Establishing and maintaining a confidential environment can make the client feel more comfortable sharing personal and sensitive information with a counselor.

Points to Consider

- Use a private counseling space.
- Ensure that there are no interruptions during the counseling session and testing.
- Conduct counseling sessions with one client at a time.
- Ensure others cannot overhear counselor and client conversations.
- Do not leave the client unattended in counseling and testing area.
- Ensure that no client names are used in common areas.
- Keep all client files and records locked and secure.
- Ensure that no client files or records are visible to the public.
- Ensure test results are provided only to the client.
- Do not disclose client presence or appointment information with anyone other than the client.
- Do not discuss client information (life situation or circumstances) with anyone other than the client or providers directly involved in the patient's health care.
- Maintain secure transport of files and records.

Assessing Informed Consent

It is important to assess the client's consent capacity and take into account when performing testing. For these purposes the HIV Risk Assessment/Consent form is recommended. (See Appendix 2). When evaluating the client's understanding of issues related to HIV counseling, testing, and reporting (informed consent), professional judgment should be exercised. When a client is unable to communicate an understanding of the pertinent issues, based on the tester's assessment, testing should be deferred and the client should be encouraged to return for HIV testing at another time. The tester's assessment of the client's level of understanding is attained via a client-centered approach to counseling, whereby the client and counselor have exchanged and discussed relevant information.

HIV Specimen Collection

Blood Specimens

Whenever possible, blood specimens should be collected from clients who request HIV testing. If in a clinic setting or permanent structure (treatment center, jail, CBO office, etc.) venipuncture should be performed. Counselors should routinely offer a screening test for syphilis.

DHSS does not provide standing orders for phlebotomy procedures to program sites. Each site should arrange for a physician to sign standing orders and for staff to be trained in phlebotomy.

Submitters may send in one tube of blood for both syphilis and HIV testing. Please remember that the tube must be a FULL red top vacutainer tube. Label the specimen with the first and last name of the client, client's date of birth and date collected. Send in one completed request form with serum/blood marked under HIV and syphilis (if both tests are requested) and place in an Immunology mailer for HIV and/or syphilis specimens, which has a green label. Syphilis testing will be performed first on the specimen. Please be aware that you might receive the syphilis results before the HIV results if follow up testing for HIV is warranted.

Rapid Specimens

Rapid testing requires controlled temperature environments to store supplies and perform testing. Additionally, kit control testing is required by DHSS and the manufacturer. Adequate lighting is also necessary to assure accurate test result interpretation.

When a rapid test is preliminary positive, a blood specimen should be collected by venipuncture immediately and the individual should be referred to linkage to care (with the individual's consent) and partner services. If unable to collect the specimen immediately, make an appointment with the client to come to the facility as soon as possible. The blood specimen will be sent to a laboratory for confirmatory supplemental testing. The Preliminary Positive box under HIV Rapid Testing in the Immunology Test Request form (Appendix 3) should be checked if sending a specimen to the State Public Health Laboratory (SPHL).

Testers who will be conducting rapid testing must attend Rapid Test Method (RTM) training conducted by DHSS, which includes giving preliminary positive test results. If you or your staff is in need of RTM training, please contact the HIV/STD Testing Program Coordinator at (573) 751-6129.

Missouri Anonymous Testing

Per RSMo § 191.686
(http://revisor.mo.gov/main/OneSection.aspx?section=191.686&bid=9631&hl=)
Missouri has four anonymous test sites. Anonymous testing is offered and provided at the following sites, in the clinic setting only. These sites are:

Columbia/Boone County Public Health and Human Services
1005 W. Worley
Columbia, MO 65205
573-874-6331

Springfield-Greene County Health Department
227 E. Chestnut Expressway
Springfield, MO 65802
417-864-1323

Kansas City CARE Clinic
3515 Broadway
Kansas City, MO 64111
816-777-2753

St. Louis City Department of Health
1520 Market St. Room 4027
St. Louis, MO 63103
314-612-5188

Guidelines for Anonymous Testing Sites

Anonymous HIV testing, as mandated by the above referenced statute, is to be provided only by the four sites listed above. Minimum client information required for anonymous testing is:

- Date of birth
- County of residence
- Zip code of residence
- Date of specimen collection

In addition, a client identifier must be assigned and written on the lab slip and on the specimen when submitting the specimen to the SPHL for testing. 'Anonymous' CANNOT be used as the Patient ID or name.

Blood specimens may be submitted to the SPHL for anonymous testing. Rapid testing is not approved at this time for anonymous testing.

HIV Testing

1. All HIV counseling and testing shall be administered according to DHSS policies and the Missouri Code of State Regulations Rule 19 CSR 20-26.040 found at: https://www.sos.mo.gov/cmsimages/adrules/csr/current/19csr/19c20-26.pdf
2. Testing in non-healthcare settings should be targeted to high-risk individuals and populations, as outlined in each regional HIV/STD Prevention Plan and approved by DHSS.
3. Client demographics are required for all testing except anonymous testing at DHSS approved anonymous testing sites.
4. All tests are required to be entered into the HIV Test Form database according to DHSS policies.
5. All testing must have the authorization of a physician through standing orders.
6. Positive test results including preliminary positives shall be referred to DIS and, with individual consent, to linkage to care services.

Blood Testing Specifics

1. When collecting specimens for HIV testing, conduct opt-out syphilis testing.
2. Blood specimens should be collected according to your agency's protocol and submitted to the SPHL according to DHSS policy and procedures.

Rapid Testing Specifics

1. Rapid test technology is CLIA Complexity Waived. Each agency is required to maintain an up-to-date CLIA Certificate of Waiver.
2. Each agency is required to run controls for rapid testing according to manufacturer guidelines and upon request by DHSS for quality control evaluation.
3. Testing is to be performed in controlled environments according to product manufacturer guidelines.
4. All preliminary positive tests require supplemental (CMIA) testing and should follow the recommended algorithm (see page 22).
5. Testers will be required to follow Rapid Test Method (RTM) training requirements as outlined by the Program. See Training in this manual.

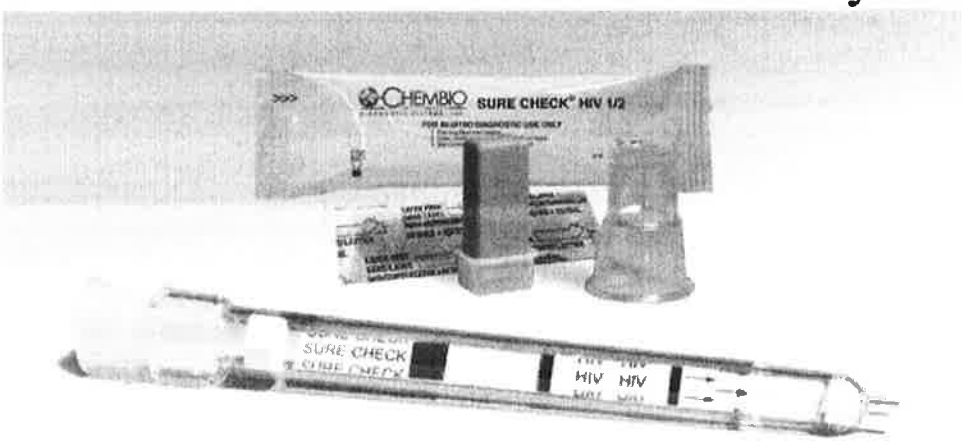
CLIA Certificate of Waiver

Each site utilizing DHSS provided rapid test kits is required to have a current CLIA Certificate of Waiver. The CMS-116 CLIA Application can be found at http://www.cms.gov/Regulations-and-Guidance/Legislation/CLIA/index.html. The completed form is submitted to:

MISSOURI CLIA LABORATORY PROGRAM
Department of Health & Senior Services
Bureau of Diagnostic Services Evaluation
920 Wildwood, PO Box 570
Jefferson City, MO 65102
(573) 751-6318
FAX: (573) 751-6158
Email: CLIA@health.mo.gov

The fee is $180 and the certificate is valid for two years.

SURE CHECK® HIV 1 / 2 Assay



The SURE CHECK® HIV ½ Assay is a single-use, closed system immunochromatographic test used to detect antibodies to Human Immunodeficiency Virus Types 1 (HIV-1) and Type 2 (HIV-2) in fingerstick whole blood, venous whole blood, and serum or plasma specimens.

Follow this link, http://chembio.com/sure-check-hiv-12-assay for product information and to view the demo for step-by-step collection procedures.

Determine® HIV-1/2 Ag/Ab Combo

The Determine® HIV-1/2 Ag/Ab Combo is an FDA approved rapid point-of-care test that detects both HIV-1/2 antibodies and free HIV-1 p24 antigen. This 4th generation test has the ability to identify HIV earlier than 2nd and 3rd generation antibody-only tests. It enables health care providers to diagnose HIV infection earlier allowing individuals to seek medical care sooner.

For more details follow this link: https://www.alere.com/en/home/product-details/determine-1-2-ag-ab-combo.html

OraQuick HCV Rapid Antibody Test

The OraQuick HCV Rapid Antibody Test is a single-use immunoassay for the qualitative detection of antibodies to the Hepatitis C virus in fingerstick whole blood specimens from individuals 15 years or older.

For more details follow this link: http://www.orasure.com/products-infectious/products-infectious-oraquick-hcv.asp

Monthly Activity Report (MAR)

The MAR is used to track the inventory of test kits and controls, the expiration dates of test kits and controls, the number of positive tests, the venues where testing is done, and the populations tested. The monthly report is submitted electronically to the Program's Data Analyst by the 15th of each month. Send the report to the DHSS Bureau of Reportable Disease Informatics (BRDI) Testing Programs Data Analyst. See Appendix 4.

State Public Health Laboratory (SPHL)
Immunology Test Request (Lab Slip)

Immunology Test Request forms must be properly completed and accompany every HIV specimen submitted. This form can be accessed electronically at: http://health.mo.gov/lab/index.php. Click on 'Test Request Form' on the right side of the page. Click on 'Test Request Form' again, then on HIV. Enter either your facility name or submitter number. Proceed with filling out and printing the form. You can also save a copy to your computer, if desired. See Appendix 3.

REMINDERS:

- Only DHSS-approved sites are able to submit specimens to the SPHL.
- Submit specimens in the appropriate shipping containers supplied by the SPHL. Use of other containers may present unnecessarily hazardous conditions for postal employees, couriers, and SPHL personnel.
- A form is needed for every specimen submitted.
- If filling out the form by hand, please write legibly. Do not use white out or corrective tape on the test request form. If a mistake is made, cross through and write 'error' and your initials. The interpretation of handwriting at the laboratory will be entered into the database. This same interpretation will print on the results report. Amended reports will not be issued after results have been returned to the submitter due to handwriting issues.
- The lab slip **and** specimen must be labeled with matching information. For HIV testing, this would be the first and last name or if anonymously tested at an approved anonymous testing site, the patient ID.
- Specimens need to be received at the SPHL within 7 days of collection. Ideally, specimens should arrive within 3 days of collection in case specimens require Nucleic Acid Testing.
- Do not send any form relative to HIV antibody testing or reporting, other than the lab slip, to the SPHL. All other forms should be sent to the Bureau of Reportable Disease Informatics, 930 Wildwood, P.O. Box 570, Jefferson City, MO, 65102.

The SPHL performs HIV testing (CMIA and Geenius). Specimens must be collected in a red-top tube and submitted in mailers, both provided by the SPHL. HIV specimen tubes and mailers can be ordered by calling (573) 751-4830 or by completing and submitting the Specimen Kit Order Form found at http://www.health.mo.gov/lab/pdf/OrderForm.pdf.

State Public Health Laboratory (SPHL)
Interpreting SPHL Results

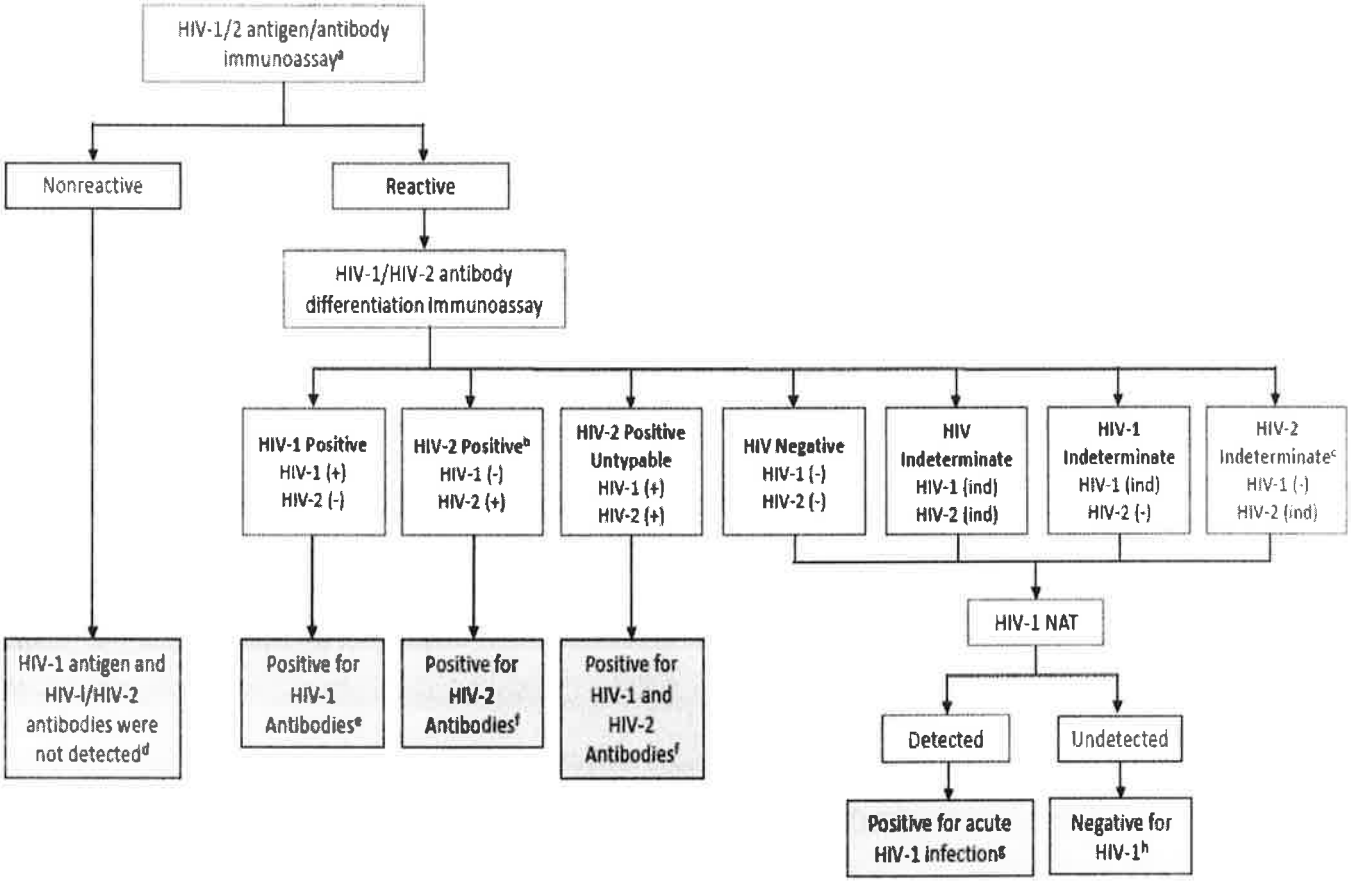
Test 1 CMIA*	Test 2 Geenius	Test 3 HIV-1 NAAT**	Interpretation	Further Action
Nonreactive	N/A	N/A	HIV Negative	If recent HIV exposure is suspected or reported, conduct HIV-1 NAT or request a new specimen and repeat the algorithm according to CDC guidance.
Reactive	HIV-1 Positive	N/A	HIV-1 Positive	Link patient to HIV medical care and provide appropriate prevention counseling.
Reactive	HIV-2 Positive	N/A	HIV-2 Positive	Link patient to HIV medical care and provide appropriate prevention counseling.
Reactive	HIV-2 Positive with HIV-1 Cross Reactivitiy	N/A	HIV-2 Positive. This result is distinct from HIV positive untypable (undifferentiated)	Link patient to HIV medical care and provide appropriate prevention counseling.
Reactive	HIV Positive untypable (undifferentiated)	N/A	HIV Positive	Link patient to HIV medical care and provide appropriate prevention counseling. Provider may consider additional testing for HIV-1 RNA or DNA and HIV-2 RNA or DNA to verify or rule out HIV-1/HIV-2 dual infection.
Reactive	HIV-1 Indeterminate, HIV-2 Indeterminate, HIV Indeterminate	Detected	**Acute** HIV-1 Positive	Link patient to HIV medical care and provide appropriate prevention counseling immediately to expedite prevention practices.
Reactive	HIV-1 Indeterminate	Not Detected	HIV Negative	If recent HIV exposure is suspected or reported, conduct HIV-1 NAT or request a new specimen and repeat the algorithm according to CDC guidance.

Test 1 CMIA*	Test 2 Geenius	Test 3 HIV-1 NAAT**	Interpretation	Further Action
Reactive	HIV-2 Indeterminate	Not Detected	HIV-1 Negative, HIV-2 Inconclusive	Refer sample for testing with a different validated supplemental HIV-2 test (antibody test or NAT) if available. Alternatively, redraw and repeat algorithm in 2-4 weeks to assess HIV-2 infection.
Reactive	HIV Indeterminate	Not Detected	HIV-1 Negative, HIV-2 Inconclusive	Refer sample for testing with a different validated supplemental HIV-2 test (antibody test or NAT) if available. Alternatively, redraw and repeat algorithm in 2-4 weeks to assess HIV-2 infection.
Reactive	Negative	Detected	**Acute** HIV-1 Positive	Link patient to HIV medical care and provide appropriate prevention counseling immediately to expedite prevention practices.
Reactive	Negative	Not Detected	HIV Negative	If recent HIV exposure is suspected or reported, conduct HIV-1 NAT or request a new specimen and repeat the algorithm according to CDC guidance.
Reactive	Negative or Indeterminate	Invalid or Not Performed	Inconclusive	Request an additional specimen and repeat the algorithm. Ensure HIV-1 NAT is performed if indicated by results of HIV-1/HIV-2 Ag/Ab IA and HIV-1/HIV-2 Ab differentiation IA.

* The 2nd and 3rd CMIAs are performed the same day following the initial reactive CMIA.
**All specimens with Geenius nonreactive or indeterminate results will be sent to Wadsworth Center for HIV Nucleic Acid Testing (NAT) if the specimen requirements are met
(Greater than 700 µl of serum present and specimen is less than 3 days old).

HIV Laboratory Testing Algorithm in Serum/Plasma (modified from 2014 algorithm figure and CDC Quick Reference Guide)

Source: Association of Public Health Laboratories. Suggested Reporting Language for HIV Laboratory Diagnostic Testing Algorithm. 2019. Available from https://www.aphl.org/aboutAPHL/publications/Documents/ID-2019Jan-HIV-Lab-Test-Suggested-Reporting-Language.pdf



a. APHL and CDC continue to recommend that laboratories use an FDA-approved instrumented HIV-1/HIV-2 antigen/antibody immunoassays as the initial assay in the laboratory HIV testing algorithm for serum or plasma due to their superior sensitivity for detecting acute HIV infection. However, the FDA-approved single-use rapid HIV-1/HIV-2 antigen/antibody immunoassay may be used as the initial assay in the laboratory HIV testing algorithm for serum or plasma in an instrumented assay is not available.
b. This includes specimens reported as HIV-2 positive with HIV-1 cross positivity
c. Per the Geenius Package Insert, specimens with this final assay interpretation should be retested with a new cartridge.
d. If recent HIV exposure is suspected or reported, conduct HIV-1 NAT or request a new specimen and repeat the algorithm according to CDC Guidance.
e. Link patient to HIV medical care and provide appropriate prevention counseling.
f. Link patient to HIV medical care and provide appropriate prevention counseling. Provider may consider additional testing.
g. Link patient to HIV medical care and provide appropriate prevention counseling immediately to expedite prevention practices.
h. A negative HIV-1 NAT result and repeatedly HIV-2 indeterminate or HIV indeterminate antibody differentiation immunoassay result should be referred for testing with a different validated supplemental HIV-2 test (antibody test or NAT) if available. Alternatively, redraw and repeat algorithm in 2-4 weeks to assess HIV-2 infection.

The SPHL will mail results back to the submitter. These results should be returned to the submitter within two weeks from the date of submission.

State Public Health Laboratory
Reporting HIV Test Results

The MO SPHL has the capability of bi-directional HL7 messaging. Please contact the LIMS Administrator at 573-751-3334 for additional questions.

Questions regarding results should be addressed in the following manner:

- The submitter needs to call the SPHL at 573-751-3334.
- The SPHL will access results and call the submitter back with information.
- Faxing results will not be done on a routine basis.

Guidelines for Running Controls
Chembio Sure Check

Run the kit controls under the following circumstances:

- Each new operator prior to performing testing on client specimens
- When opening a new test kit lot
- Whenever a new shipment of test kits is received
- If the temperature of the area where the test kits are stored falls outside of 8 – 30°C (46 – 86°F)
- If the temperature of the area where testing is performed falls outside of 18 – 30°C (64 – 86°F)
- If the temperature of the refrigerator where controls are stored falls outside of 2– 8°C (36 – 46°F)
- When performing off-site testing, running controls is required **only** if the kit storage or site temperatures are out of range as listed above. For all outreach activities, a thermometer must be kept with the test kits at all times. Record the temperature where the test kits are stored and the temperature where the test kits are used on the MAR. Temperatures must stay within the required ranges as stated above.
- At intervals not to exceed 60 days.

Documentation on the Rapid Testing Control Log is required every time controls are run on test kits. See Appendix 5. Additionally, the Rapid Testing Temperature Log is filled out to assure that the temperature where the test kits and controls are stored and where testing is performed are within acceptable range as required by the manufacturer. See Appendix 6. This log will be reviewed by the HIV Testing Coordinator as part of the quality assurance and contract monitoring site visits each year.

Guidelines for Running Controls
Determine Combo

Run the kit controls under the following circumstances:

- Each new operator prior to performing testing on client specimens
- When opening a new test kit lot
- Whenever a new shipment of test kits is received
- If the temperature of the area where the test kits are stored falls outside of 2 – 30°C (36 – 86°F)
- If the temperature of the area where testing is performed falls outside of 15 – 30°C (59 – 86°F)
- If the temperature of the refrigerator where controls are stored falls outside of 2– 8°C (36 – 46°F)
- When performing off-site testing, running controls is required **only** if the kit storage or site temperatures are out of range as listed above. For all outreach activities, a thermometer must be kept with the test kits at all times. Record the temperature where the test kits are stored and the temperature where the test kits are used on the MAR. Temperatures must stay within the required ranges as stated above.
- At intervals not to exceed 60 days.

Documentation on the Rapid Testing Control Log is required every time controls are run on test kits. See Appendix 5. Additionally, the Rapid Testing Temperature Log is filled out to assure that the temperature where the test kits and controls are stored and where testing is performed are within acceptable range as required by the manufacturer. See Appendix 6. This log will be reviewed by the HIV Testing Coordinator as part of the quality assurance and contract monitoring site visits each year.

Guidelines for Running Controls
OraQuick HCV

Run the kit controls* under the following circumstances:

- Each new operator prior to performing testing on client specimens
- When opening a new test kit lot
- Whenever a new shipment of test kits is received
- If the temperature of the area where the test kits are stored falls outside of 2– 27°C (35 – 80°F)
- If the temperature of the area where testing is performed falls outside of 15– 37°C (59 – 99°F)
- If the temperature of the refrigerator where controls are stored falls outside of 2– 8°C (35 – 46°F)
- When performing off-site testing, running controls is required ONLY if the kit storage or site temperatures are out of range as listed above. For all outreach activities, a thermometer MUST be kept with the test kits at all times. Record the temperature where the test kits are stored and the temperature where the test kits are used on the MAR. Temperatures must stay within the required ranges as stated above.
- At periodic intervals indicated by the testing facilities.
- At intervals not to exceed 60 days.

Documentation on the Rapid Testing Control Log is required every time controls are run on test kits. See Appendix 5. Additionally, the Rapid Testing Temperature Log is filled out to assure that the temperature where the test kits and controls are stored and where testing is performed are within acceptable range as required by the manufacturer. See Appendix 7. This log will be reviewed by the Program Coordinator as part of the quality assurance and contract monitoring site visits each year.

*The HCV kit controls expire 60 days after opening.

Standards for Giving HIV Test Results

The following are expectations that every counselor will work towards accomplishing when test results, including negative results, are given.

1. Assess client readiness to receive test result.
2. Allow ample time to address client's concerns, questions and response to results.
3. Give the information in a clear and direct manner.
4. Interpret result for client and ensure that he/she understands what result means.
5. Address any client concerns. This will prompt a client to share need for a risk reduction discussion.
6. Provide referrals to client as appropriate.

Guidelines for Giving Negative HIV Test Results

All clients should receive test results at the time of the test. In the event a client is unable to obtain results at time of test, negative results may be provided by one of the following methods:

1. Client calls site:
   - Obtain written consent at the time of testing allowing client to receive negative result over the phone. Please have a plan to problem solve if test results are positive and the client consented to receiving negative results by phone.
   - Utilize a system to assign a unique identifier for the client to receive results.
   - Establish a plan to provide test results if client loses or misplaces their unique identifier to assure that results are delivered to correct individual.
2. Site calls client:
   - Obtain written consent at the time of testing allowing client to receive results over the phone.
   - Instruct client to provide a phone number to be contacted for the result. The number should be recorded by the client when he/she signs consent for phone delivery of results.

     *For voice mail, the counselor should leave a message instructing who and how the client should proceed for results.
3. Client returns to site:
   - If the counselor feels that the client would benefit from a face-to-face session to deliver test results, schedule an appointment for a specific return date and time at the time of testing.

Standards for Giving Negative HIV Test Results Regardless of Method of Delivery

1. Ensure client understanding of result, "celebrate" relief, and assist with issue of retesting, if appropriate.
2. Assist with support and referral.
3. Maintain confidentiality.
4. Describe the window period and the potential need to be retested depending on last possible HIV exposure.

Guidelines for Giving Indeterminate Results

In the event that the CMIA is reactive and the Geenius is indeterminate or negative, the following guidelines should be followed:

1. Present only the facts and information that are known
   - The test result is inconclusive or uncertain
   - Additional testing is required (depending on initial specimen quantity, additional specimen may need to be collected and submitted)
   - May be unsettling for counselor and client
2. Schedule a repeat test 30 days from date of this test if another specimen is not submitted for NAAT.
3. Emphasize the need for risk reduction until test result is resolved.

Assess the client's anticipated concerns during the waiting period and make referrals if appropriate.

Standards for Giving Preliminary Positive HIV Test Results

The CDC and DHSS have identified standards for all post-test counseling. These are expectations that all counselors should strive to accomplish.

1. Always give a reactive preliminary positive test result in person, in a confidential environment. The initial notification of a positive result has to be in person. If phone notification is the only available option, please contact the appropriate regional DIS supervisor (Senior Epidemiology Specialist).
2. Assess client readiness to receive test result.
3. Interpret preliminary positive result for client and ensure that he/she understands what result means.
    a. Be specific about the test results.
    b. Assess and support immediate client needs and address client concerns.
    c. Discuss the need for further supplemental tests.
4. Obtain blood specimen for supplemental testing.
    a. Offer syphilis testing.
    b. Schedule two week appointment time, date, and place for client to return for test results.
5. Negotiate a plan to reduce all transmission risks.
    a. Advise the client to take precautions to avoid transmitting infection to others.
    b. Discuss plan to prevent getting other infections or STDs.
6. Provide referral for Ryan White HIV Case Management, including the name and contact information of the physician or clinic. If possible and with client consent, contact the Ryan White Case Management provider/Linkage to Care while client is present.
    a. Emphasize the importance of getting linked to medical care.
    b. Inform the client about benefits of starting HIV care early.
7. Assess the client's support system and discuss the client's immediate plans.
    a. Give information and referrals to support services, including social and emotional support services as needed.
8. Inform client of the role of DIS and partner services provided by DIS. Discuss risks involved in personally notifying partners including lack of confidentiality.
9. Notify local DIS and inform of preliminary positive result and plans for scheduled appointment to give results to client.
10. Offer testing for anyone the client wants to refer immediately.

Case Management Referrals

Statewide

Missouri Department of Health and Senior Services- Bureau of HIV, STD and Hepatitis
930 Wildwood Drive
Jefferson City, MO 65102
(573) 751-6439
FAX (573) 751-6447

Kansas City Region

Thrive Health Connection 5008 Prospect Avenue Kansas City, MO 64130 (816) 561-8784 FAX: (816) 753-4582	**Kansas City Health Department** 2400 Troost Ave., Ste. 1200 Kansas City, MO 64108 (816) 513-6230 FAX: (816) 513-6292 AIDS Hotline: 1-844-522-8420
Thrive Wyandotte Satellite - Linkage to Care 619 Ann Avenue Kansas City, KS 66101 (816) 503-6742	**Kansas City CARE Clinic** 3515 Broadway Kansas City, MO 64111 (816) 753-5144 FAX: (816) 753-0804 or (816)756-1081
Thrive Wyandotte Satellite - Johnson County Health Department 6000 Lamar, Ste. 140 Mission, KS 66202 (913) 826-1223 FAX: (913) 826-1202	**KCTGA Linkage to Care** (for those newly diagnosed HIV+) Pager: (816) 990-2411
The University of Kansas Hospital 3901 Rainbow Blvd. Kansas City, KS 66160 (913) 588-2160 FAX: (913) 588-2154	**Truman Medical Center - Hospital** 2301 Holmes St. Kansas City, MO 64108 (816)404-3200 FAX: (816) 404-3223

St. Louis Region

St. Louis Children's Hospital Pediatric Team #1 Children's Place Northwest Tower Room #9315 St. Louis, MO 63110 (314) 454-6210 FAX: (314) 454-2836	**Vivent** 2653 Locust St. St. Louis, MO 63103 Intake: (314) 356-0200 Phone: (314) 645-6451 FAX: (314) 645-6502
City of St. Louis Dept. of Health 1520 Market St., Room 4027 St. Louis, MO 63103 Main: (314) 657-1551 FAX: (314) 612-5876 Toll Free: (888) 291-2437	**Washington University Infectious Disease (WUID) Specialty Program** Washington University School of Medicine 4523 Clayton Ave., Campus Box 8051 St. Louis, MO 63110 (800) 858-3541 (314) 747-1206 FAX: (314) 747-1208 **Clinic Location** 620 S. Taylor St. Louis, MO 63110 Main: (314) 747-1206
Williams and Associates 3737 North Kingshighway Blvd. Suites 204-206 St. Louis, MO 63115 (314) 385-1935 FAX: (314) 385-3011	**Health and Education for Youth (HEY)** Washington University School of Medicine 4523 Clayton Ave., Campus Box 8051 St. Louis, MO 63110 (314) 747-1206 FAX: (314) 747-2668
Community Alternatives/Places for People 4130 Lindell Blvd. St. Louis, MO 63108 (314) 535-5600 FAX: (314) 535-6037	**Doorways** 4385 Maryland Ave. St. Louis, MO 63108 (314) 535-0888 or (314) 535-1919 FAX: (314) 535-0909
New Hope Case Management Saint Louis University 3691 Rutger, Suite 100 St. Louis, MO 63110 (314) 977-9050 FAX: (314) 977-9770	

Southwest Region

AIDS Project of the Ozarks (APO) 1636 S. Glenstone Ste. 100 Springfield, MO 65804 (800) 743-5767 (417) 881-1900 FAX: (417) 881-1237	**APO Joplin** Joplin City Health Department 321 E. 4th Street Joplin, MO 64801 (417) 624-5788 FAX: (417) 206-4153
APO West Plains 180 Kentucky St. PO Box 414 West Plains, MO 65775 (417) 256-4242 FAX: (417) 256-4254	**Burrell Behavioral Health** 1423 N. Jefferson, Ste. D-200 Springfield, MO 65802 (417) 761-5849 FAX: (417) 269-8212
APO Waynesville PO Box 555 Waynesville, MO 65583 (573) 774-0053 FAX: (573) 774-3053	

Central Region

Spectrum Health Care 1123 Wilkes Blvd, Ste. 250 Columbia, MO 65201 (573) 875-8687 Toll Free: (800) 785-2437 FAX: (573) 875-8659	

Northwest Region

City of St. Joseph Health Department 904 South 10th St. Joseph, MO 64503 (800) 945-4601 (816) 271-4636 FAX: (816) 271-4834	

Southeast Region

Butler County Health Department 1619 N. Main Poplar Bluff, MO 63901 (573) 785-8478 Toll Free: (866) 284-1716 FAX: (573) 727-9479	**St. Francois County Health Department** 1025 W. Main PO Box 367 Park Hills, MO 63601 (573) 431-1947 Toll Free: (877) 622-7187 FAX: (573) 431-7326
Cape Girardeau Public Health Center 1121 Linden St., PO Box 1839 Cape Girardeau, MO 63702 (573) 335-7846 Toll Free: (800) 247-9308 FAX: (573) 335-5909	

See the Missouri DHSS BHSH HIV Medical Case Management map in Appendix 8.

Client Files/Record Retention-Best Practices

The following recommendations are the best practices client file retention. This will assist you in maintaining a complete file on all clients.

For any client counseled and/or tested for HIV:

Test Consent Form (Appendix 2)

For any client testing positive for HIV:

Immunology Test Result
Disease Case Report (CD-1) (Appendix 9)
Test Consent Form (Appendix 2)

HIV Record Retention Policy

All client charts and records will be retained by the provider in a confidential and secure area for a minimum of: adult (18 years or older) records 10 years from test date and minor's (under 18 years of age) records 10 years after their 20th birthday.

HIV Test Form Database Specifications

For each HIV test, entry must be made into the HIV Test Form Access database. The database and instructions are installed by Program staff at each of the Program sites. If the required data collected in the database is modified because of CDC or state requirements, Program staff will go to each site and update the database and instructions.

Data from the HIV Test Form database should be sent via encrypted email to the Data Analyst on the 15th of each month. The data is reviewed and checked for missing information and errors. If missing information or errors are found, the site will be sent a report that specifies what data needs to be added or fixed. Corrective action should be taken and this data will be resubmitted the next month.

HIV Testing Program Required Variables

HIV Testing Data Requirements Effective January 1, 2019				
	Non-healthcare settings		Healthcare settings	
	HIV +	HIV -	HIV +	HIV -
General Agency Information				
Agency Name	X	X	X	X
Agency ID	X	X	X	X
Jurisdiction	X	X	X	X
Site Information				
Site ID	X	X	X	X
Service Delivery Site Name	X	X	X	X
Site Type	X	X	X	X
Site County	X	X	X	X
Site Zip Code	X	X	X	X
Client Information				
Local Client ID	X	X	X	X
Client Demographics				
Date of Birth, Year	X	X	X	X
Ethnicity	X	X	X	X
Race	X	X	X	X
State/Territory of Residence	X	X	X	X
Assigned Sex at Birth	X	X	X	X
Current Gender Identity	X	X	X	X
Client County	X	X	X	X
Priority Population Placement				
Sex with a Male	X	X	X	
Sex with a Female	X	X	X	
Injection Drug Use	X	X	X	
Risk				
At Risk for HIV Infection		X		

Familiarity with PrEP				
Ever Heard of PrEP	X	X		
Used PrEP in the Last 12 Months	X	X		
Currently Taking Daily PrEP	X	X		
HIV Test and Related Information				
Session Date	X	X	X	X
STI Screening and Assessment				
Tests for Co-infections	X	X		
Syphilis Test	X	X		
Result of Syphilis Test	X	X		
Gonorrhea	X	X		
Result of Gonorrhea Test	X	X		
Chlamydial Infection	X	X		
Chlamydial Infection Test Result	X	X		
Hepatitis C	X	X		
Hepatitis C Test Result	X	X		
HIV Testing				
Previous HIV Test	X	X	X	X
HIV Test Election	X	X	X	X
Specimen Collection Date	X	X	X	X
Result Provided	X	X	X	X
Test Type	X	X	X	X
HIV Test Result - Final Determination	X	X	X	X
New or Previous HIV-positive Diagnosis	X		X	
Has the Client/Patient Ever Had a Positive HIV Test	X		X	
Date of Frist Positive HIV Test	X		X	
Linkage to Medical Care				
Seen a Medical Care Provider in Past 6 months for HIV Treatment	X		X	
Attended HIV Medical Care Appointment	X		X	
Appointment Date	X		X	
Behavioral Risk-reduction, Partner Services, Housing Status				
Individualized Behavioral Risk-reduction Counseling	X		X	
Contact Information Provided for Partner Services	X		X	
Interviewed for Partner Services	X		X	
Date of Partner Services Interview	X		X	
Housing Status in Past 12 Months	X		X	
Pregnancy and Screening				
Pregnant (Only if female)	X		X	
In Prenatal Care (Only if pregnant)	X		X	
Screened for Perinatal HIV Service Coordination (Only if pregnant)	X		X	
Perinatal HIV Service Coordination Needs Identified	X		X	
Referred for HIV Perinatal Service Coordination	X		X	

PrEP Eligibility Screening				
Screened for PrEP Eligibility		X		
Eligible for PrEP Referral		X		
Referred to a PrEP Provider		X		
Assistance with Linkage to a PrEP Provider		X		
Essential Support Services				
Navigation Services for Linkage to HIV Medical Care - Screened for Need	X		X	
Navigation Services for Linkage to HIV Medical Care - Need Identified	X		X	
Provided or Referred for Navigation Services for Linkage to HIV Medical Care	X		X	
Linkage Services to HIV Medical Care - Screened for Need	X		X	
Linkage Services to HIV Medical Care - Need Identified	X		X	
Linkage Services to HIV Medical Care - Provided or Referred for Service	X		X	
Health Benefits Navigation and Enrollment - Screened for Need	X	X	X	
Health Benefits Navigation and Enrollment - Need Identified	X	X	X	
Provided or Referred to Health Benefits Navigation and Enrollment Services	X	X	X	
Client Screened for Medication Adherence Support Need	X		X	
Medication Adherence Support Need Identified	X		X	
Provided or Referred to Medication Adherence Support Service	X		X	
Client Screened for Evidence-based Risk Reduction Intervention Need	X	X	X	
Need Identified for Evidence-based Risk Reduction Intervention Service	X	X	X	
Provided or Referred to Evidence-based Risk Reduction Intervention Service	X	X	X	
Behavioral Health Services				
Client Screened for Behavioral Health Services Need	X	X	X	
Need Identified for Behavioral Health Services	X	X	X	
Provided or Referred to Behavioral Health Services	X	X	X	
Social Services				
Client Screened for Social Services Need	X	X	X	
Need Identified for Social Services	X	X	X	
Provided or Referred to Social Services	X	X	X	

Reporting HIV Infection

Confidential reporting of confirmed HIV infection became effective in Missouri on October 15, 1987 as a part of the general communicable disease-reporting rule (19 CSR 20-20.020) and by state statute on June 1, 1988. All stages of HIV are required to be reported within **three (3)** days of first knowledge or suspicion of infection to DHSS or local health authority. HIV reporting is a dual responsibility of both the attending physician and the testing laboratory. All test results conducted to confirm HIV infection, both positive and negative, are required to be reported. Additionally, all laboratory testing for HIV care including viral load and CD4 testing are reportable.

The **Disease Case Report (CD-1)** (Appendix 9) is used to report clients with confirmed HIV infection. The attending physician or his designee should fill out the form completely including patient name, address, demographic, risk factor information, etc., when known. Laboratory Data information should be sent in if available at the time of report. The CD-1 form should not be delayed if this information has not been obtained.

A blank CD-1 Form is available at:
http://health.mo.gov/living/healthcondiseases/communicable/communicabledisease/cdmanual/pdf/CD-1.pdf

HCV Test Form Database Specifications

The Department of Health and Senior Services requires Hepatitis C Virus (HCV) tests to be entered into the HCV Test Form Access database. This includes HCV test negative and positive results. A new database has been developed for participating HIV/HCV regional testing sites. This database is separate from the HIV database, but generally works the same way. Data from the HCV Test Form database should be sent via encrypted email to the BHSH Viral Hepatitis Prevention Coordinator Tara McKinney on the 15th of each month. For questions on HCV Test Form Access database installation and data submission, contact the Viral Hepatitis Prevention Coordinator at Tara.McKinney@health.mo.gov or 573-526-6640.

Training

Rapid Test Method (RTM) Training will be provided on an as-needed basis, at the request of a contracted agency's testing coordinator and according to DHSS resources. All individuals who would like to attend the RTM Training need to send their request for registration to the DHSS Testing Program Coordinator. The request should include the attendee's first and last name, email address, phone number, and the name of their agency. The DHSS Testing Program Coordinator will add this person to the registration list and inform him/her about the date and location for the next training.

After completion of the training, counselors will be eligible to receive their Tester ID. To do that, they are requested to complete several post-training components with their respective agency. These post-training components can be found in the HIV Rapid Testing Training Checklist (Appendix 10) and include:

- Review of the HIV Procedural Manual.
- Participation in screening and testing sessions with an experienced tester from the agency. This may include observing/participating in screening, testing, delivering results and/or referral sessions with a client.
- Review reports and forms that are required by the program. These include completion of the Monthly Activity Report, Rapid Test Control Log, Rapid Temperature Logs, SPHL Test Request Form, and entry into the HIV Test Form database. Testers should be familiar with completing these forms for their agency as appropriate.

When training attendees have completed the Training Checklist to the satisfaction of the contracted agency's Testing Coordinator, the coordinator will sign and submit the Training Checklist to the DHSS Testing Program Coordinator for approval. The DHSS Testing Program Coordinator will review and, if approved, assign a Tester ID number and notify the agency. DHSS may require further education and training at any time.

Advanced Counseling Services (ACS)

Missouri law requires people living with HIV to, among other things, not act in a reckless manner by exposing another person to HIV without the knowledge and consent of that person to be exposed to HIV (RSMo 191.677). In addition, the law requires HIV infected individuals to disclose their HIV status to health care professionals from whom they are receiving health care services (RSMo 191.656). ACS provides additional information to individuals who are reported to DHSS as being in violation of the laws. DIS throughout Missouri provide ACS. See the Missouri DHSS BHSH HIV STD/HIV Partner Services Program map in Appendix 11.

Referrals for ACS originate from:

- **Personal Referral:**
  - An individual can make a referral when he/she learns of an exposure to an HIV infected individual who did not disclose his/her status prior to the exposure and regardless of condom use, as defined by Missouri law.

- **Professional Referral:**
  - **Medical:** Physicians, nurses, dentists, etc., discover that a client has not revealed his/her previously known HIV positive status prior to receiving medical care if the HIV-infected individual is medically capable of conveying that information or does not as soon as he/she becomes capable of conveying that information.

  - **Other Professional Referral:** An individual operating in their professional capacity may obtain knowledge that an HIV infected person is exposing others without consent. Referrals may originate from, but are not limited to, counselors, DIS, HIV case managers, law enforcement officials, Department of Corrections, social service agencies, blood banks or donor centers.

To refer a client for ACS:

- Complete the referral form for *Advanced Counseling Services* and email to ACS Coordinator/designee Jessica Schowengerdt at jessica.showengerdt@health.mo.gov or Leslie Whitson, SES, at leslie.whitson@health.mo.gov .
- Please note that anonymous referrals will not be accepted.

If referral meets the program's criteria, the ACS Coordinator/designee will follow up.

Referral form for ACS, see Appendix 12

References and Related Links

https://www.cdc.gov/mmwr/preview/mmwrhtml/rr5019a1.htm
Revised HIV Counseling and Testing Guidelines – CDC

http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5514a1.htm
MMWR – Revised Recommendations for HIV Testing of Adults, Adolescents, and Pregnant Women in Health-Care Settings

https://www.cdc.gov/hiv/pdf/testing/CDC_HIV_Implementing_HIV_Testing_in_Nonclinical_Settings.pdf
Implementing HIV Testing in Nonclinical Settings – CDC

http://health.mo.gov/data/hivstdaids/data.php
Epidemiologic Profiles of HIV Disease and STDs in Missouri

http://health.mo.gov/living/healthcondiseases/communicable/hivaids/lawsregs.php
Missouri Statues

http://www.sos.mo.gov/cmsimages/adrules/csr/current/19csr/19c20-26.pdf
Rules of Missouri Department of Health and Senior Service Division 20 – Division of Community and Public Health Chapter 26 – Sexually Transmitted Diseases

https://www.cdc.gov/hiv/dhap/about.html
Division of HIV/AIDS Prevention – CDC

http://health.mo.gov/lab/
State Public Health Laboratory

https://www.cdc.gov/hiv/testing/laboratorytests.html
Laboratory Tests – CDC

http://chembio.com/sure-check-hiv-12-assay/
Chembio – Sure Check HIV ½ Rapid Test

https://www.alere.com/en/home/product-details/determine-1-2-ag-ab-combo.html
Determine HIV ½ Ag/Ab Combo Rapid Test

http://www.orasure.com/products-infectious/products-infectious-oraquick-hcv.asp
OraQuick HCV Rapid Antibody Test

http://health.mo.gov/living/healthcondiseases/communicable/hivaids/casemgmt.php
Facts about the Medicaid State Plan Personal Care (SPPC) & AIDS Waiver Program

APPENDICES

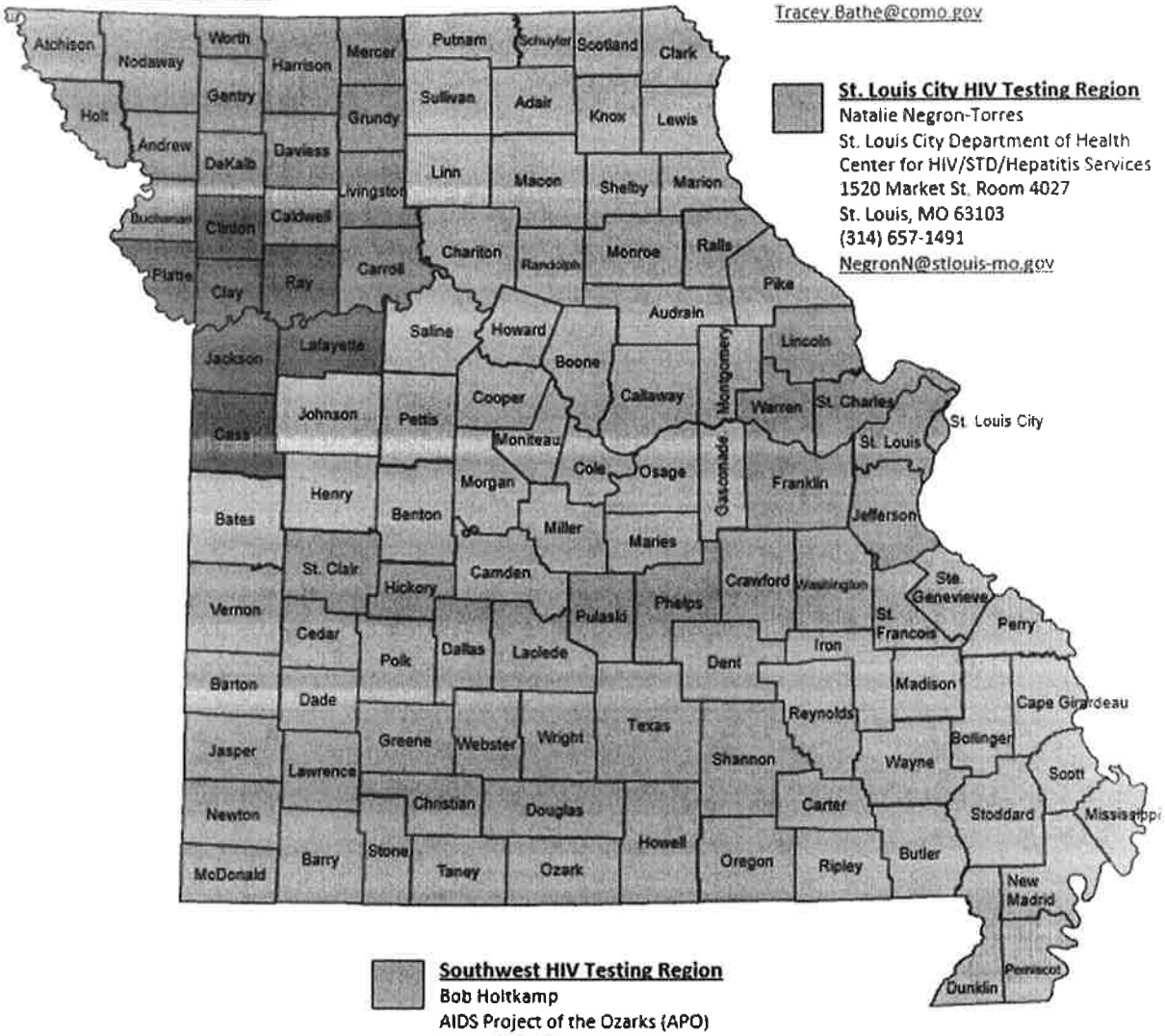
Appendix 1

Missouri Department of Health and Senior Services
Bureau of HIV, STD and Hepatitis
HIV Testing Regions

Northwest HIV Testing Region
Dana Tolbert
City of St. Joseph Health Department
904 S. 10th, St. Joseph, MO 64503
(816) 271-4729
DTolbert@stjoemo.org

Northcentral HIV Testing Region
Tracey Bathe
Columbia/Boone County Department of Public Health & Human Services
1005 W. Worley, Columbia, MO 65203
(573) 874-7559
Tracey.Bathe@como.gov

St. Louis City HIV Testing Region
Natalie Negron-Torres
St. Louis City Department of Health
Center for HIV/STD/Hepatitis Services
1520 Market St. Room 4027
St. Louis, MO 63103
(314) 657-1491
NegronN@stlouis-mo.gov



Southwest HIV Testing Region
Bob Holtkamp
AIDS Project of the Ozarks (APO)
1636 S Glenstone, Suite 100
Springfield, MO 65804
(417) 881-1900
Bob.Holtkamp@APO-Ozarks.org

Kansas City HIV Testing Region
Lesha Dennis
Kansas City Health Department
2400 Troost, Suite 2000
Kansas City, MO 64108
(816) 513-6119
Lesha.Dennis@kcmo.org

Southeast HIV Testing Region
Amanda Fitzwater
Butler County Health Department
1619 N. Main St.
Poplar Bluff, MO 64503
(573) 785-8478
Amanda.Fitwater@lpha.mo.gov

Appendix 2

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
BUREAU OF HIV, STD AND HEPATITIS

RISK ASSESSMENT

SECTION 1 - COMPLETE FOR ALL PERSONS

SESSION DATE	LOCAL CLIENT ID

CLIENT INFORMATION

LAST NAME	FIRST NAME	TELEPHONE NUMBER	DATE OF BIRTH

ADDRESS	STATE	ZIP CODE	COUNTY

CURRENT GENDER	SEX AT BIRTH	ETHNICITY	CLIENT RACE (SELECT ALL THAT APPLY)
☐ Male	☐ Male	☐ Hispanic or Latino	☐ American Indian/Alaskan Native
☐ Female	☐ Female	☐ Not Hispanic or Latino	☐ Asian
☐ Trans. Male to Female	☐ Declined	☐ Declined	☐ Black/African American
☐ Trans. Female to Male		☐ Don't Know	☐ Native Hawaiian/Pacific Islander
☐ Trans. Unspecified			☐ White
☐ Declined to Answer			☐ Not Specified
☐ Another Gender			☐ Declined ☐ Don't Know

PREP AWARENESS & USE

HAVE YOU EVER HEARD OF PREP (PRE-EXPOSURE PROPHYLAXIS)?	ARE YOU CURRENTLY TAKING DAILY PREP MEDICATION?	HAVE YOU USED PREP ANYTIME IN THE LAST 12 MONTHS?
☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

PREVIOUS HIV HISTORY

HAVE YOU EVER BEEN TESTED FOR HIV?
☐ Yes ☐ No Last date of test:

HAS ANYONE EVER TOLD YOU YOUR HIV TEST WAS POSITIVE?
☐ Yes ☐ No If yes, where/when:

LAST DATE OF SEX OR POSSIBLE HIV EXPOSURE

RISK FACTORS (SELECT ALL THAT APPLY)

HAD SEX WITH A MALE		
☐ Within past 5 years	☐ Within past 12 months	☐ Number within past 12 months:
HAD SEX WITH A FEMALE		
☐ Within past 5 years	☐ Within past 12 months	☐ Number within past 12 months:
HAD SEX WITH A TRANSGENDER PERSON		
☐ Within past 5 years	☐ Within past 12 months	☐ Number within past 12 months:
INJECTED DRUGS		
☐ Within past 5 years	☐ Within past 12 months	☐ Shared drug equipment

IN THE PAST 12 MONTHS, WHAT OF THE FOLLOWING APPLY TO YOU? (SELECT ALL THAT APPLY)

☐ Exchanged sex for drugs/money/necessities.	☐ Been diagnosed with a sexually transmitted disease.
☐ Had sex while intoxicated and/or high on drugs.	☐ Had sex with a person who injects drugs
☐ Had sex with a person(s) of unknown HIV status.	☐ Had sex with a person who is HIV positive
☐ Had sex with a person(s) who exchanged sex for drugs/money/necessities.	☐ Female who had sex with a man who had sex with other men
☐ Had sex with an anonymous partner.	

CONSENT

I understand that I am being tested for evidence of HIV, Hepatitis C, Syphilis and/or Chlamydia/Gonorrhea as discussed with the testing provider. If the rapid HIV test result is reactive, I am aware that a sample of blood needs to be drawn and submitted for confirmatory testing. I am aware that reactive results are reported to the Missouri Department of Health and Senior Services according to Missouri law. If my rapid HIV test is reactive, I will be offered case management services.

SIGNATURE OF CLIENT	DATE

FOR HD USE ONLY

SITE STATE	SITE ZIP CODE	SITE COUNTY	TEST DATE

SIGNATURE OF TESTER	WORKER/TESTER ID	DATE

AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

Services provided on a nondiscriminatory basis. Alternate forms of this publication for persons with disabilities may be obtained by contacting the Missouri Department of Health and Senior Services at (573)751-6439. Hearing- and speech-impaired citizens can dial 711.

Appendix 2 (back)

SECTION 2 - COMPLETE FOR ALL PERSONS

FINAL DETERMINATION

HIV TEST ELECTION
- ☐ Anonymous
- ☐ Confidential
- ☐ Test Not Done

RAPID TEST PERFORMED AT SITE?
☐ Yes ☐ No

- ☐ Preliminary Positive
- ☐ Positive
- ☐ Negative
- ☐ Discordant
- ☐ Invalid

- ☐ HIV-1 Positive
- ☐ HIV-1 Positive, possible acute
- ☐ HIV-2 Positive
- ☐ HIV Positive, undifferentiated
- ☐ HIV-1 Negative/HIV-2 Inconclusive
- ☐ HIV-1 Negative
- ☐ HIV Negative
- ☐ Inconclusive, further testing needed

RESULT PROVIDED TO CLIENT?
☐ Yes ☐ No
☐ Yes, obtained from other agency

ACCESSION NUMBER

INFORMATION DISTRIBUTED

WAS THE CLIENT PROVIDED ANY OF THE FOLLOWING?

Male Condoms	☐ Yes	☐ No
Female Condoms	☐ Yes	☐ No
Safe Sex Kits	☐ Yes	☐ No
Education Materials	☐ Yes	☐ No

ADDITIONAL TESTS

WAS THE CLIENT TESTED FOR CO-INFECTIONS?
☐ Yes ☐ No

TESTED FOR SYPHILLIS? ☐ Yes ☐ No	SYPHILLIS TEST RESULT ☐ Newly Identified Infection ☐ Not Infected ☐ Not Known
TESTED FOR GONORRHEA? ☐ Yes ☐ No	GONORRHEA TEST RESULT ☐ Positive ☐ Negative ☐ Not Known
TESTED FOR CHLAMYDIA? ☐ Yes ☐ No	CHLAMYDIA TEST RESULT ☐ Positive ☐ Negative ☐ Not Known
TESTED FOR HEPATITIS C? ☐ Yes ☐ No	HEPATITIS C TEST RESULT ☐ Positive ☐ Negative ☐ Not Known

ESSENTIAL SUPPORT SERVICES (ALL TESTS)

	Screened for need	Need determined	Provided or referred
Health benefits navigation and enrollment	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Evidence-based risk reduction intervention	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Behavioral health services	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Social services	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

MO 580-1706 (1-19)

LOCAL CLIENT ID

SECTION 3 - COMPLETE FOR NEGATIVE TESTS

IS THE CLIENT AT RISK FOR HIV INFECTION?
☐ Yes ☐ No ☐ Risk Not Known

WAS THE CLIENT SCREENED FOR PREP ELIGIBILITY?
☐ Yes ☐ No ☐ Not Assessed

IS THE CLIENT ELIGIBLE FOR PREP REFERRAL?
☐ Yes, by CDC criteria ☐ No ☐ Yes, by local criteria or protocol

WAS THE CLIENT GIVEN A REFERRAL TO A PREP PROVIDER?
☐ Yes ☐ No

WAS THE CLIENT PROVIDED WITH SERVICES TO ASSIST WITH LINKAGE TO A PREP PROVIDER?
☐ Yes ☐ No

SECTION 4 - COMPLETE FOR ALL POSITIVE TESTS

ESSENTIAL SUPPORT SERVICES

	Screened for need	Need determined	Provided or referred
Navigation services for linkage to HIV medical care	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Linkage services to HIV medical care	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Medication adherence support	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

DID THE CLIENT ATTEND AN HIV MEDICAL CARE APPOINTMENT AFTER THIS POSITIVE TEST?
- ☐ Yes, confirmed → DATE ATTENDED
- ☐ Yes, client/patient self-report → DATE ATTENDED
- ☐ No
- ☐ Don't Know

HAS THE CLIENT EVER HAD A POSITIVE HIV TEST?
- ☐ Yes, confirmed → DATE OF FIRST POSITIVE RESULT
- ☐ No
- ☐ Don't Know

WAS THE CLIENT PROVIDED WITH INDIVIDUALIZED BEHAVIORAL RISK-REDUCTION COUNSELING?
☐ Yes ☐ No

WAS THE CLIENT'S CONTACT INFORMATION PROVIDED TO THE HEALTH DEPARTMENT FOR PARTNER SERVICES?
☐ Yes ☐ No

WHAT WAS THE CLIENT'S MOST SEVERE HOUSING STATUS IN THE LAST 12 MONTHS?
- ☐ Literally homeless
- ☐ Unstably housed or at risk of losing housing
- ☐ Stably housed
- ☐ Declined to answer ☐ Not asked ☐ Don't know

IF THE CLIENT IS FEMALE, IS SHE PREGNANT?
☐ Yes ☐ No ☐ Declined to answer ☐ Don't know

IS THE CLIENT IN PRENATAL CARE?
☐ Yes ☐ Not asked
☐ No ☐ Declined to answer ☐ Don't know

WAS THE CLIENT SCREENED FOR NEED OF PERINATAL HIV SERVICE COORDINATION?
☐ Yes ☐ No

DOES THE CLIENT NEED PERINATAL HIV SERVICE COORDINATION?
☐ Yes ☐ No

WAS THE CLIENT REFERRED FOR PERINATAL HIV SERVICE COORDINATION?
☐ Yes ☐ No

DHSS-HIV-001

Appendix 3

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
MISSOURI STATE PUBLIC HEALTH LABORATORY
IMMUNOLOGY TEST REQUEST

101 NORTH CHESTNUT STREET, PO BOX 570
JEFFERSON CITY, MO 65101
(573) 751-3334
http://health.mo.gov/lab/index.php

SUBMITTER INFORMATION (RESULTS ARE RETURNED TO THIS ADDRESS)

SUBMITTER NUMBER	FACILITY NAME		
ADDRESS	CITY	STATE	ZIP CODE
OUTSIDE FACILITY NUMBER/NAME	SUBMITTER CONTACT NAME	SUBMITTER TELEPHONE NUMBER	

ATTENDING PHYSICIAN / CLINICIAN INFORMATION

ATTENDING PHYSICIAN/CLINICIAN		TELEPHONE NUMBER	
ADDRESS	CITY	STATE	ZIP CODE

PATIENT INFORMATION (REQUIRED)

PATIENT ID (Enter only a patient identifier here)		OUTREACH EVENT	
LAST NAME		FIRST NAME	M.I.
ADDRESS	CITY	STATE	ZIP CODE

GENDER ☐ Female ☐ Male ☐ M2F ☐ F2M | BIRTH DATE (MM/DD/YYYY) | ETHNICITY ☐ Hispanic ☐ Non Hispanic ☐ Unknown

RACE ☐ White ☐ Black/African American ☐ Asian ☐ American Indian/Alaskan Native ☐ Native Hawaiian/Pacific Islander ☐ Other ☐ Unknown

MEDICAL RECORD/CHART ID	MEDICAID NUMBER	PATIENT'S COUNTY OF RESIDENCE

TEST REQUESTED / SPECIMEN TYPE - Check appropriate specimen and fill in requested information

DATE COLLECTED (MM/DD/YYYY)	SPECIMEN ID (LOCAL USE)

SYPHILIS TESTING	HIV TESTING	CHLAMYDIA/GONORRHEA TESTING	
☐ Serum/Blood	☐ Serum/Blood	☐ Endocervical swab	☐ Vaginal swab
☐ CSF (Cerebrospinal fluid)	☐ Plasma	☐ Urethral swab	☐ Rectal swab
		☐ Urine	☐ Pharyngeal swab

PATIENT HISTORY

Syphilis	HIV Rapid Testing
☐ Suspected Latent	☐ Preliminary Positive
☐ Previous Reactive	

Insurance Information - Check only one

☐ Private ☐ Uninsured ☐ Unknown **Public Insurance:** ☐ Medicare ☐ Medicaid ☐ Military ☐ CHIP

Patient Pregnant

☐ Yes ☐ No ☐ Unknown

Chlamydia and Gonorrhea - Check all that apply

Screening Criteria (One test per 12 month period)

☐ Female age 15-24 **AND** ≥ 1 partner (last 12 months)
☐ Female age 25-44 **AND**
EITHER New partner (last 60 days) **OR** ≥ 2 partners (last 12 months)
☐ Male with ≥ 1 male sex partner (last 12 months)

Testing Criteria

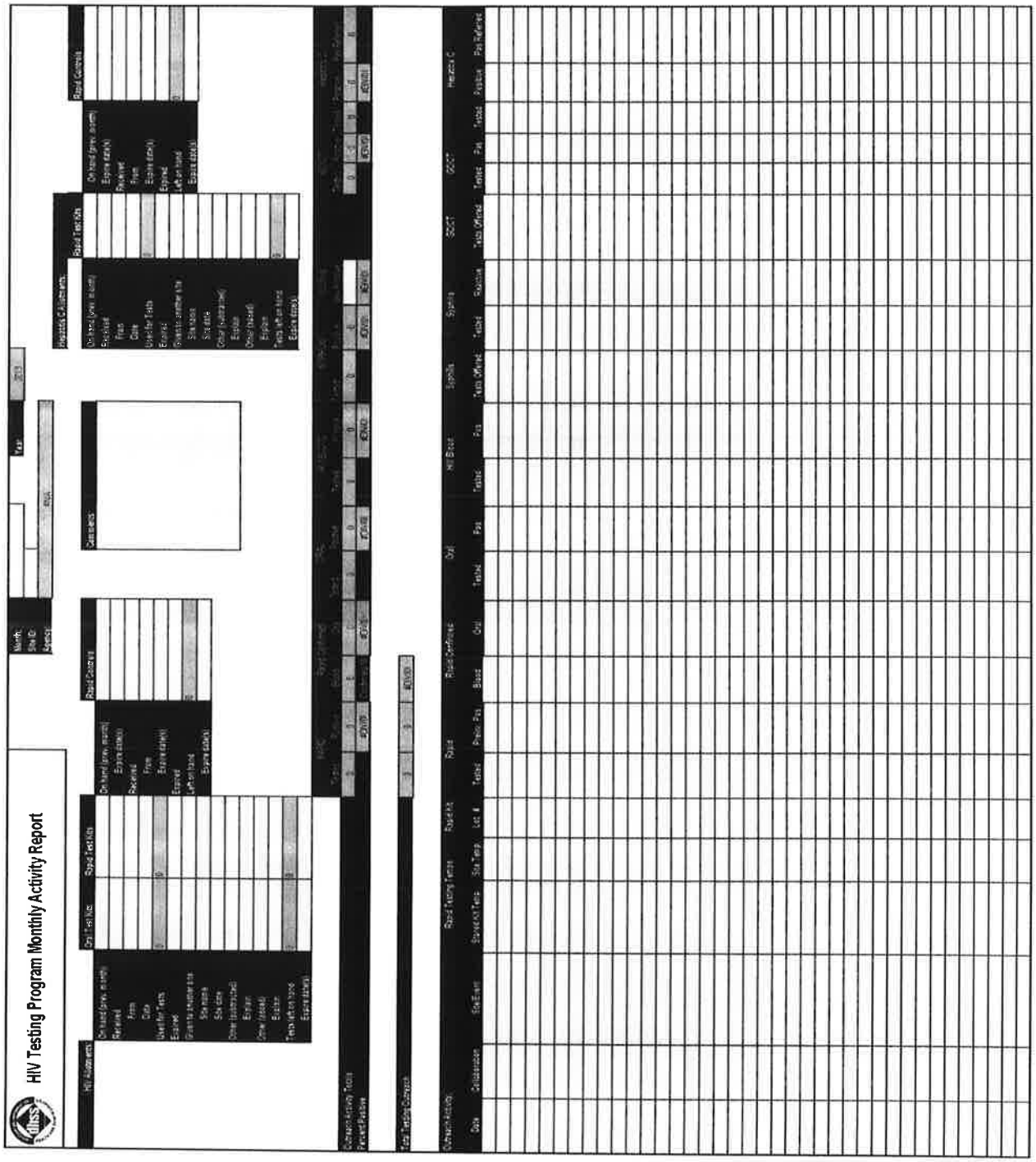
☐ Contact to a CT/GC positive case
☐ Rescreen (3-12 months post-treatment only)
☐ Signs/Symptoms*

*Defined as mucopurulent cervicitis (MPC), cervicitis, cervical friability, PID suspicion, urethritis

REMARKS

LAB 159 (05/2014)

Appendix 4



Appendix 5

Rapid Testing Control Log

Rapid Testing Control Log (to be reviewed by DHSS staff at QA visits)

Site Name: _____ **Month:** _____

Date	Time	Test Kit Lot # off pouch	Test Kit Exp. Date*	New Lot #, shipment?	Control Kit Lot #	Control Kit Exp. Date	Date Controls Opened	Negative Control Result	Positive Control Result HIV 1	Positive Control Result HIV 2	Results Acceptable?	Performed by	Reviewed by and Date

*Exp. = Expiration

Corrective Action (use reverse side, if needed)

Date	Action Taken	Initials	Reviewed by and date

Appendix 6

Chembio Sure Check/Determine HIV-1/2 Ag/Ab Combo Rapid Testing Temperature Log

Thermometer location _____ **Month/year** _____

CHEMBIO SURE CHECK

☐ **Test Kit Storage** 46-86° F / 8-30°C

☐ **Control Kit Storage** 36-46° F / 2-8° C

☐ **Testing Area** 64-86° F / 18-30°C

DETERMINE HIV-1/2 Ag/Ab COMBO

☐ **Test Kit Storage** 36-86° F / 2-30°C

☐ **Control Kit Storage** 36-46° F / 2-8° C

☐ **Testing Area** 59-86° F / 15-30°C

Day	Temperature	Initials	Day	Temperature	Initials
1			17		
2			18		
3			19		
4			20		
5			21		
6			22		
7			23		
8			24		
9			25		
10			26		
11			27		
12			28		
13			29		
14			30		
15			31		
16					

Corrective Action

Date	Action Taken	Initials

Appendix 7

ORAQUICK HCV Rapid Antibody Test
Rapid Testing Temperature Log

Thermometer location _____

Month/year _____

☐ **Test Kit Storage**
35-80° F / 2-27°C

☐ **Control Kit Storage**
35-46° F / 2-8° C

☐ **Testing Area**
59-99° F / 15-37°C

Day	Temperature	Initials	Day	Temperature	Initials
1			17		
2			18		
3			19		
4			20		
5			21		
6			22		
7			23		
8			24		
9			25		
10			26		
11			27		
12			28		
13			29		
14			30		
15			31		
16					

Corrective Action

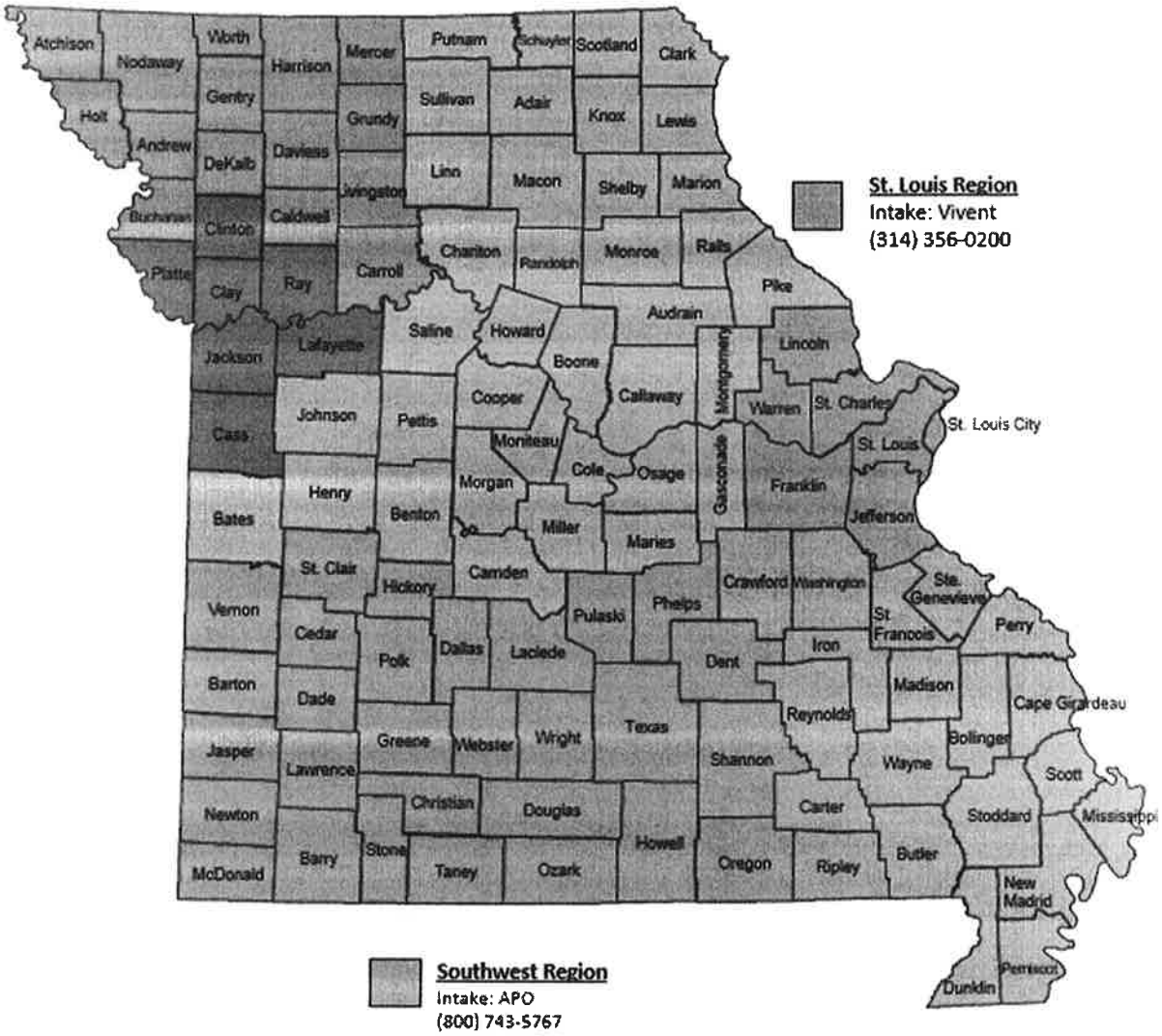
Date	Action Taken	Initials

Appendix 8

Missouri Department of Health and Senior Services
Bureau of HIV, STD and Hepatitis
HIV Care Regions

Northwest Region
Intake: City of St. Joseph Health Department
(800) 945-4601
(816) 271-4634

Central Region
Intake: Spectrum Health Care
(800) 785-2437
(573) 875-8687



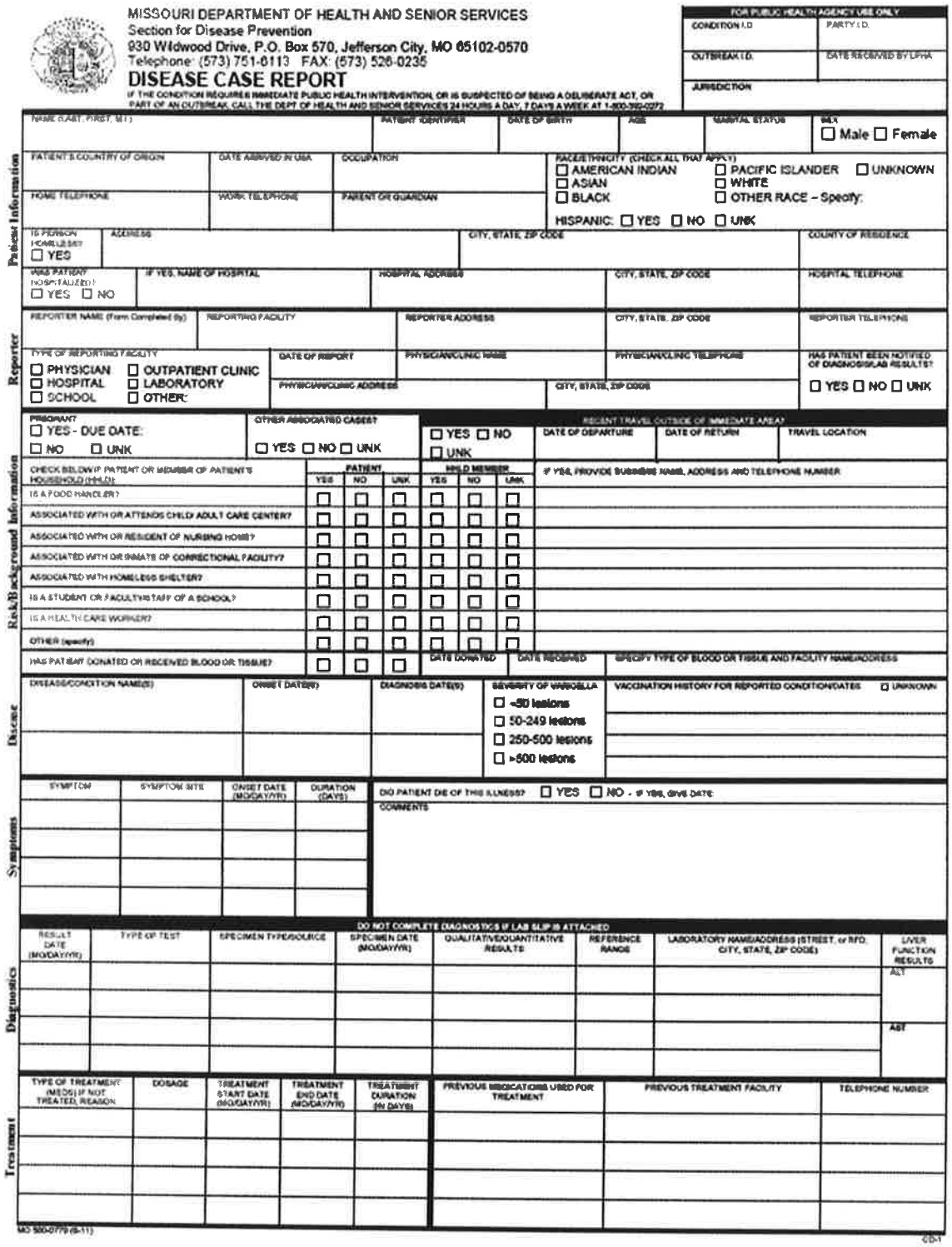
St. Louis Region
Intake: Vivent
(314) 356-0200

Southwest Region
Intake: APO
(800) 743-5767
(417) 881-1900

Kansas City Region
Intake: Kansas City Health Department
(816) 513-6230

Southeast Region
See attached list by county

Appendix 9



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
Section for Disease Prevention
930 Wildwood Drive, P.O. Box 570, Jefferson City, MO 65102-0570
Telephone: (573) 751-6113 FAX: (573) 526-0235

DISEASE CASE REPORT

IF THE CONDITION REQUIRES IMMEDIATE PUBLIC HEALTH INTERVENTION, OR IS SUSPECTED OF BEING A DELIBERATE ACT, OR PART OF AN OUTBREAK, CALL THE DEPT OF HEALTH AND SENIOR SERVICES 24 HOURS A DAY, 7 DAYS A WEEK AT 1-800-392-0272

FOR PUBLIC HEALTH AGENCY USE ONLY
CONDITION I.D | PARTY I.D.
OUTBREAK I.D. | DATE RECEIVED BY LPHA
JURISDICTION

Patient Information
NAME (LAST, FIRST, MI) | PATIENT IDENTIFIER | DATE OF BIRTH | AGE | MARITAL STATUS | SEX ☐ Male ☐ Female
PATIENT'S COUNTRY OF ORIGIN | DATE ARRIVED IN USA | OCCUPATION | RACE/ETHNICITY (CHECK ALL THAT APPLY) ☐ AMERICAN INDIAN ☐ ASIAN ☐ BLACK ☐ PACIFIC ISLANDER ☐ WHITE ☐ OTHER RACE – Specify: ☐ UNKNOWN
HOME TELEPHONE | WORK TELEPHONE | PARENT OR GUARDIAN | HISPANIC: ☐ YES ☐ NO ☐ UNK
IS PERSON HOMELESS? ☐ YES | ADDRESS | CITY, STATE, ZIP CODE | COUNTY OF RESIDENCE
WAS PATIENT HOSPITALIZED? ☐ YES ☐ NO | IF YES, NAME OF HOSPITAL | HOSPITAL ADDRESS | CITY, STATE, ZIP CODE | HOSPITAL TELEPHONE

Reporter
REPORTER NAME (Form Completed By) | REPORTING FACILITY | REPORTER ADDRESS | CITY, STATE, ZIP CODE | REPORTER TELEPHONE
TYPE OF REPORTING FACILITY ☐ PHYSICIAN ☐ HOSPITAL ☐ SCHOOL ☐ OUTPATIENT CLINIC ☐ LABORATORY ☐ OTHER: | DATE OF REPORT | PHYSICIAN/CLINIC NAME | PHYSICIAN/CLINIC TELEPHONE | HAS PATIENT BEEN NOTIFIED OF DIAGNOSIS/LAB RESULTS? ☐ YES ☐ NO ☐ UNK
PHYSICIAN/CLINIC ADDRESS | CITY, STATE, ZIP CODE

Risk/Background Information
PREGNANT ☐ YES - DUE DATE: ☐ NO ☐ UNK | OTHER ASSOCIATED CASES? ☐ YES ☐ NO ☐ UNK | RECENT TRAVEL OUTSIDE OF IMMEDIATE AREA? ☐ YES ☐ NO ☐ UNK | DATE OF DEPARTURE | DATE OF RETURN | TRAVEL LOCATION

CHECK BELOW IF PATIENT OR MEMBER OF PATIENT'S HOUSEHOLD (HHLD):	PATIENT YES	PATIENT NO	PATIENT UNK	HHLD MEMBER YES	HHLD MEMBER NO	HHLD MEMBER UNK	IF YES, PROVIDE SUBSHEET NAME, ADDRESS AND TELEPHONE NUMBER
IS A FOOD HANDLER?	☐	☐	☐	☐	☐	☐	
ASSOCIATED WITH OR ATTENDS CHILD/ ADULT CARE CENTER?	☐	☐	☐	☐	☐	☐	
ASSOCIATED WITH OR RESIDENT OF NURSING HOME?	☐	☐	☐	☐	☐	☐	
ASSOCIATED WITH OR INMATE OF CORRECTIONAL FACILITY?	☐	☐	☐	☐	☐	☐	
ASSOCIATED WITH HOMELESS SHELTER?	☐	☐	☐	☐	☐	☐	
IS A STUDENT OR FACULTY/STAFF OF A SCHOOL?	☐	☐	☐	☐	☐	☐	
IS A HEALTH CARE WORKER?	☐	☐	☐	☐	☐	☐	
OTHER (specify)	☐	☐	☐	☐	☐	☐	
HAS PATIENT DONATED OR RECEIVED BLOOD OR TISSUE?	☐	☐	☐	DATE DONATED	DATE RECEIVED	SPECIFY TYPE OF BLOOD OR TISSUE AND FACILITY NAME/ADDRESS	

Disease
DISEASE/CONDITION NAME(S) | ONSET DATE(S) | DIAGNOSIS DATE(S) | SEVERITY OF VARICELLA ☐ <50 lesions ☐ 50-249 lesions ☐ 250-500 lesions ☐ >500 lesions | VACCINATION HISTORY FOR REPORTED CONDITION/DATES ☐ UNKNOWN

Symptoms
SYMPTOM	SYMPTOM SITE	ONSET DATE (MO/DAY/YR)	DURATION (DAYS)

DID PATIENT DIE OF THIS ILLNESS? ☐ YES ☐ NO - IF YES, GIVE DATE:
COMMENTS

Diagnostics
DO NOT COMPLETE DIAGNOSTICS IF LAB SLIP IS ATTACHED

RESULT DATE (MO/DAY/YR)	TYPE OF TEST	SPECIMEN TYPE/SOURCE	SPECIMEN DATE (MO/DAY/YR)	QUALITATIVE/QUANTITATIVE RESULTS	REFERENCE RANGE	LABORATORY NAME/ADDRESS (STREET, or RFD, CITY, STATE, ZIP CODE)	LIVER FUNCTION RESULTS
							ALT
							AST

Treatment
TYPE OF TREATMENT (MEDS) IF NOT TREATED, REASON	DOSAGE	TREATMENT START DATE (MO/DAY/YR)	TREATMENT END DATE (MO/DAY/YR)	TREATMENT DURATION (IN DAYS)	PREVIOUS MEDICATIONS USED FOR TREATMENT	PREVIOUS TREATMENT FACILITY	TELEPHONE NUMBER

MO 580-0779 (8-11) CD-1

Appendix 9 Back

NOTES FOR ALL RELEVANT SECTIONS

- For cases of varicella, complete only the data fields for the patient's: Name, Date of Birth, County of Residence, Date of Report, Other Associated Cases, Disease/Condition Name(s), Onset Date, Severity of Varicella, Vaccination History for Reported Condition/Dates, and Did Patient Die Of This Illness; if diagnostic test(s) were performed - provide Lab Slip.
- Do not use this form to report weekly aggregate influenza incidence.
- Risk factors, diagnostics, treatments, and symptoms shown below are examples. To see a list of communicable disease resources available online, go to http://www.health.mo.gov/living/healthcondisease/communicable/communicabledisease/. For additional information or to report a case of a reportable disease/condition, you may also contact the Bureau of Communicable Disease Control and Prevention at 1-866-629-9891.
- All dates must be in MONTH/DAY/YEAR (01/01/2005) format.
- To be complete, all addresses should include the city, state, and zip code.
- All telephone numbers should include the area code.

PATIENT INFORMATION

- Name: Provide the patient's full name, including the full first name.
- Patient Identifier: Provide patient's SSN, medical record, inmate, DCN, or other identifying number and indicate identifier provided.
- Age: If the patient is less than one year, provide patient age in months; or if less than one month, provide patient age in days.
- Race/ethnicity: Patient race/ethnicity is determined by the self-identification of each patient.
- Date arrived in USA: Do not complete this data field for those patients who were born in the United States as an American citizen.
- Address: If homeless, check the appropriate box and provide an address where the patient can be located (i.e., shelter, etc.).
- Patient hospitalized: Indicate if the patient was hospitalized due to the reported disease/condition.

REPORTER

- Reporter name (Form completed by): Provide the name of the individual who completed this form.
- Reporting facility: Provide the name of the facility where the Reporter is employed. Facilities include hospital, physician, local public health agency, etc.
- Date of report: Provide the date the form was submitted by the Reporter.

RISK/BACKGROUND INFORMATION

- Associated cases: Indicate if other cases (individuals with similar symptoms) are associated with the patient's disease/condition.
- Other risk/background information may include environmental exposure or exposure due to animals, recreation, and occupation.

DISEASE

- Disease name(s): Specify the disease(s)/condition(s) that is reported on this form, as listed in 19 CSR 20-20.020 Reporting Communicable, Environmental and Occupational Diseases – Sections (1) and (2).
- Onset date: Indicate the date when the symptoms started.
- Diagnosis date: Indicate the date when a physician diagnosed the disease/condition.
- Severity of varicella: Indicate the estimated number of skin lesions on the patient's total body surface.
- Vaccination history: Provide the vaccination history for the disease/condition, including vaccine type and manufacturer.

SYMPTOMS

- Symptom: Indicate the symptom(s) associated with the disease/condition. Symptoms may include jaundice, fever, headache, rash, lesion, discharge, etc.
- Onset date: Indicate the date when each symptom started.
- Pertinent information: Provide any additional symptoms-related comments. Attach additional sheets if more space is needed.

DIAGNOSTICS - Please attach a copy of all lab results. Do not complete this section if lab results are attached.

- Result date: Indicate the date that each laboratory result was reported, usually to the submitting physician, clinic, etc.
- Type of test: Indicate each type of test performed. Examples of tests are carboxyhemoglobin, chest x-ray, culture, EIA, gram stain, ICP/MS, PCR, RBC/Serum Cholinesterase, RPR, serum organochlorine panel, etc.
- Specimen type/source: Indicate the specimen type/source for each test. Examples of specimen types are blood, cerebrospinal fluid (CSF), hair, nails, smear, stool, urine, etc.
- Specimen date: Indicate the collection date for each specimen.
- Qualitative/quantitative results: Indicate the result for each test.
    - Examples of qualitative results are positive, reactive, negative, equivocal, undetectable, etc.
    - Examples of quantitative results are 1:16, 2.0 mm, 2000 IU/mL, 65 mcg/dL, 1.8 IV, 10 ppb, index value, etc.
    - Examples of quantitative results for tuberculosis when administering the Mantoux test - (PPD), indicate the diameter of the induration (i.e., 2 mm, 15 mm, etc.).
- Reference range: Indicate the reference range for each quantitative result. Examples of reference ranges are: <1:10, <600 IU/mL, 1:64, <10 mcg/dL, etc.
- Liver function results: ALT = alanine aminotransferase (SGPT); AST = aspartate aminostransferase (SGOT)

TREATMENT

- Type of treatment: Indicate the medication(s) and/or therapy(ies) prescribed for treatment of the disease(s)/condition(s).
    - Reasons for not treating include – but are not limited to – 'False Positive', 'Previously Treated', and 'Age'.
- Dosage: Indicate the number of units (i.e., 50, 500, etc.), measurement (i.e., cc, mg, etc.), and number of times taken each day and/or week for each medication.

Appendix 10

HIV RAPID TESTING TRAINING CHECKLIST

New Tester Name: _____

Agency Name: _____

Tester Email: _____

Completed and Verified by (Supervisor signature): _____

---

* The following requirements must be completed prior to receiving a HIV Tester ID number.

- ☐ Reviewed HIV Testing Program Manual
- ☐ Observed routine screening session (Minimum 5)
- ☐ Observed negative results session (Minimum 5)
- ☐ Observed Rapid Testing (Minimum 5)
- ☐ Observed rapid controls being run
- ☐ Conducted routine screening session (Minimum 10)
- ☐ Delivered negative results session (Minimum 10)
- ☐ Performed Rapid Testing (Minimum 10)
- ☐ Completed Immunology Test Request Form (Lab Slip)

---

* Only testers that will perform the following tasks at your facility need to complete the following requirements. Decision to complete the following requirements and the minimum number needed for completion should be determined by your supervisor or HIV Testing Program Coordinator.

- ☐ Observed preliminary positive result session
- ☐ Delivered preliminary positive results session
- ☐ Entry into HIV Testing Database
- ☐ Completed Monthly Accountability Report
- ☐ Completed Rapid Temperature Logs
- ☐ Completed rapid control run

Appendix 11

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
Bureau of HIV, STD, and Hepatitis
STD/HIV Partner Services Program
2020

Craig Highfill,
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DIS Program Coordinator
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Tichelle.Dougan@health.mo.gov

Leslie Whitson,
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Northern District
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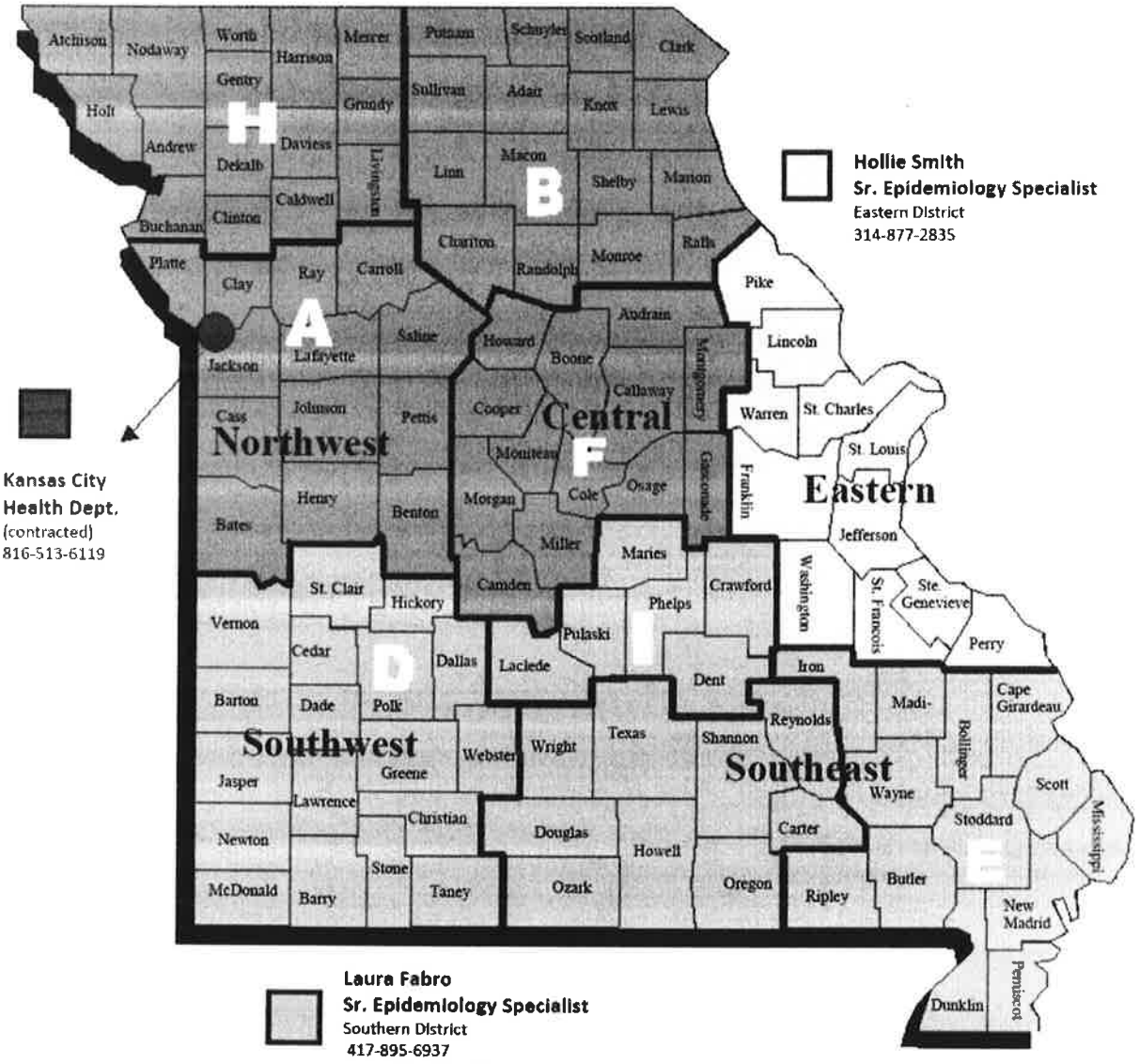
Leslie.Whitson@health.mo.gov



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314-877-2835

Kansas City Health Dept.
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816-513-6119

Laura Fabro
Sr. Epidemiology Specialist
Southern District
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Laura.Fabro@health.mo.gov

Revised December 2019

Appendix 12

Advanced Counseling Services Form

Randall W. Williams, Director — Michael L. Parson, Governor

REFERRAL FOR ADVANCED COUNSELING SERVICES

Person/Client Referr _____ Date Referred: _____
AKA/Nickname(s): _____ DOB: _____
Age: _____ Sex: _____ Race: _____ SSN: _____
Marital: _____ Pregnant: _____ Due Date: _____ Inmate # : _____
Height: _____ Build: _____ Other: _____
Stays at (Address): _____
Home Phone: _____ Emergency/Other: _____
Works at. Retired _____ Work Phone: _____

Complainant/Relationship to Client/Contact

Person Completing Form: _____
Phone: _____ Address: _____
Is Client Enrolled in Care or Case Management?
Yes (Physician and/or Case Manager Name and Phone #): _____
No (Provide Reason): _____
Describe Complaint Below:

Counseling/Testing History HARS #: _____

	Date	Where		Date	Where/Who
HIV Test:			PTC:		
HIV Test:			PTC:		
HIV Test:			PTC:		

To Be Completed By ACS Coordinator Only

Does Referral Meet ACS Criteria?
Yes (FR#) _____ **DIS Assigned/Date** _____
Date Completed/Closed: _____
No (Provide Reason): _____
Comments/Disposition/Action Taken (etc:) _____

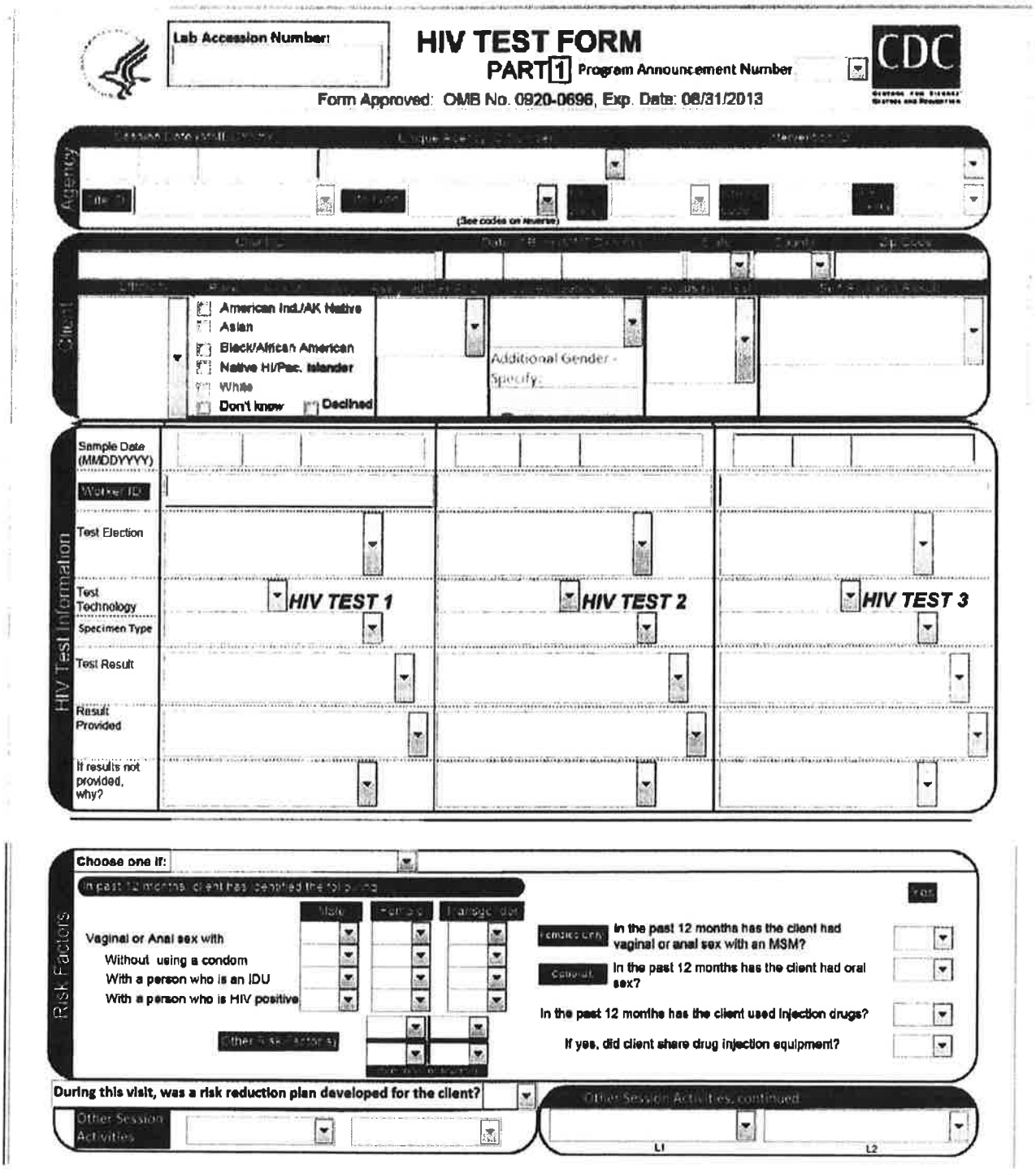
Contact Information: Jessica Schowengerdt 8800 E 63rd St Raytown, MO 64133 816-350-5448
Leslie Whitson 8800 E 63rd St Raytown MO 64133 816-350-5414
Completed Form: jessica.showengerdt@health.mo.gov
leslie.whitson@health.mo.gov
www.health.mo.gov

Healthy Missourians for life.

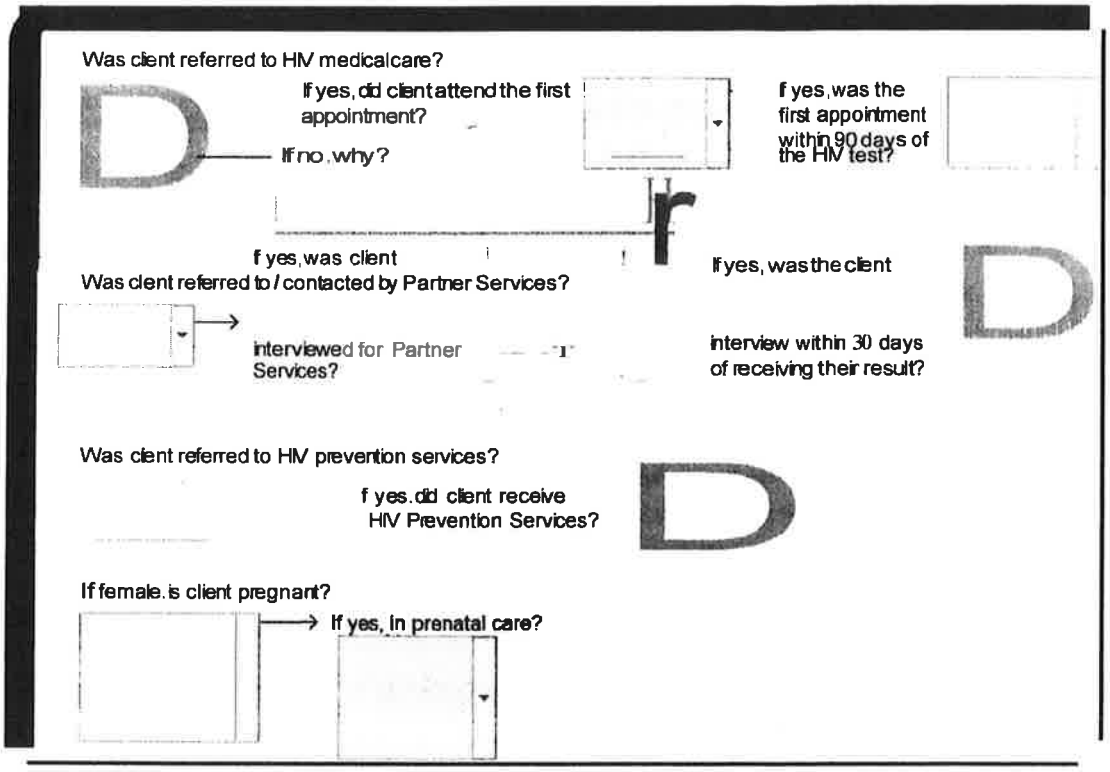
The Missouri Department of Health and Senior Services will be the leader in promoting, protecting and partnering for health.
AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER: Services provided on a nondiscriminatory basis.
Revised 9/10/2018

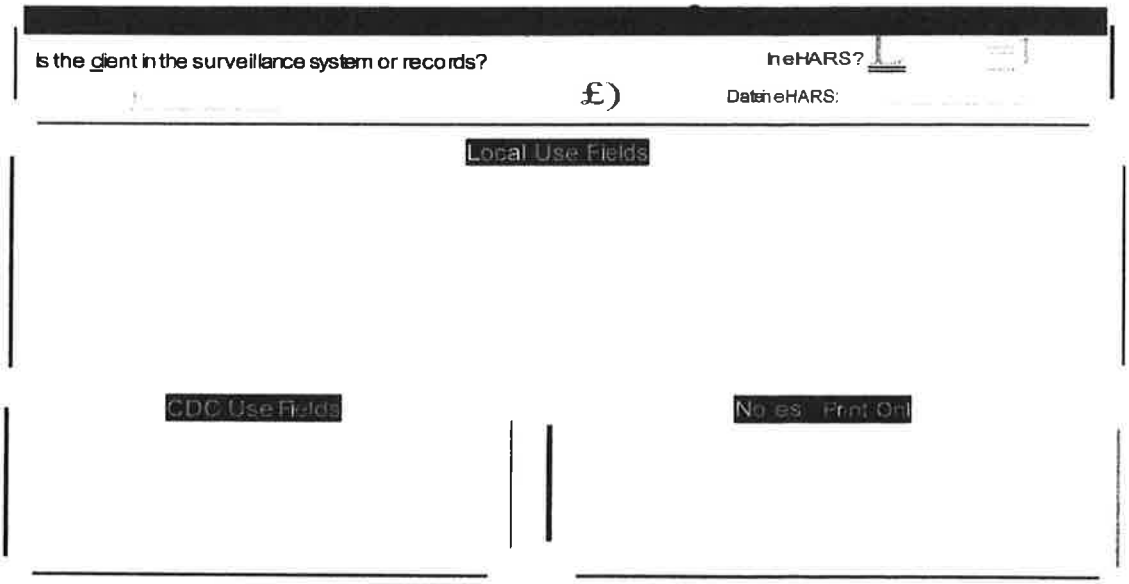
Missouri Department of Health and Senior Services HIV Testing Database

HIV Test Form (Data Entry Form)



Last updated September 29, 2015


Was client referred to HIV medical care?
If yes, did client attend the first appointment?
If no, why?
If yes, was the first appointment within 90 days of the HIV test?
If yes, was client interviewed for Partner Services?
Was client referred to / contacted by Partner Services?
If yes, was the client interview within 30 days of receiving their result?
Was client referred to HIV prevention services?
If yes, did client receive HIV Prevention Services?
If female, is client pregnant?
If yes, in prenatal care?


Is the client in the surveillance system or records?
In eHARS?
Date in eHARS:
Local Use Fields
CDC Use Fields
Notes - Print Only

Attachment I

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

Bureau of HIV, STD, and Hepatitis

STD/HIV Partner Services Program 2018

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Director of Prevention
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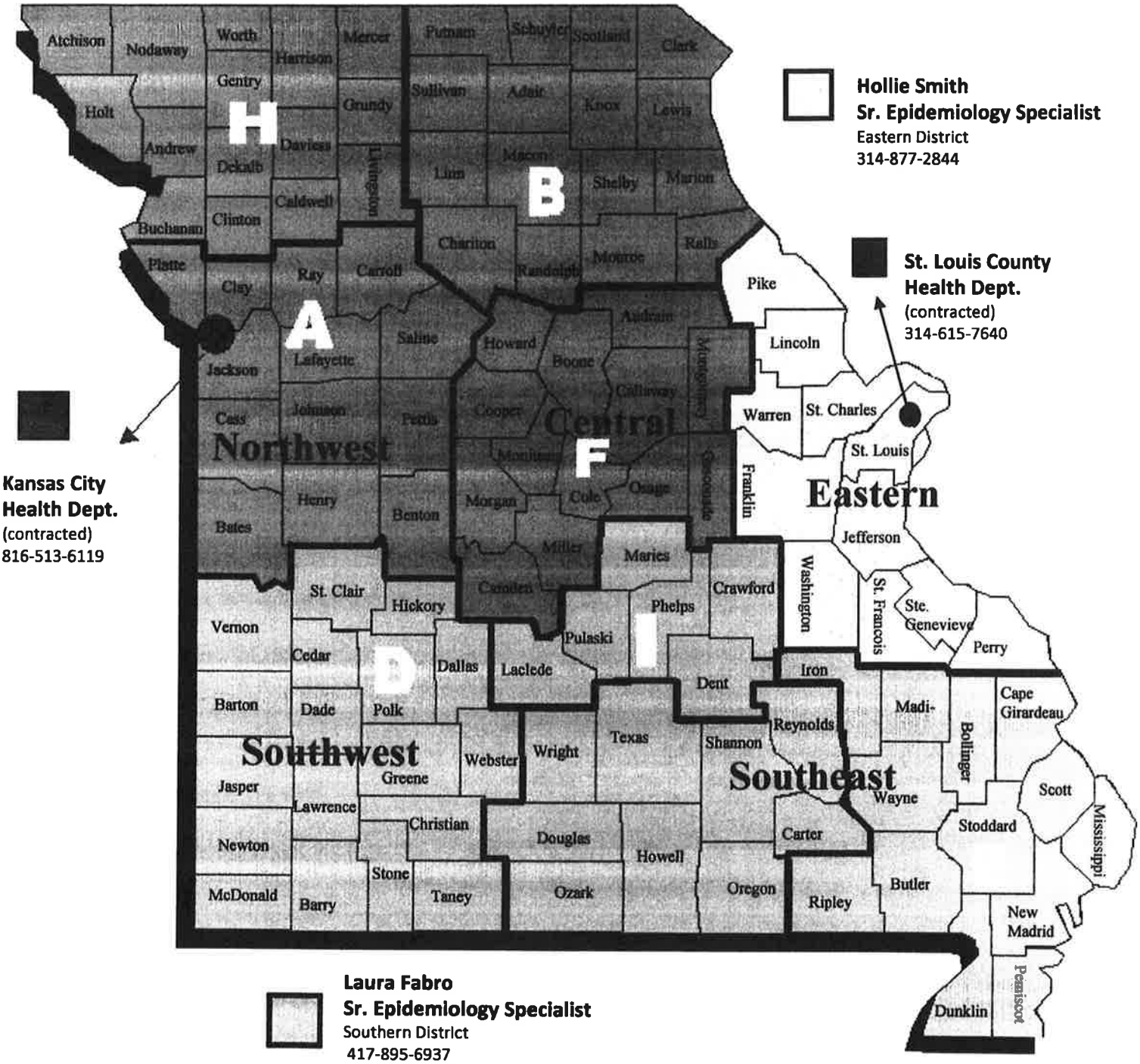

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Revised August 2018

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
DIVISION OF COMMUNITY AND PUBLIC HEALTH
SECTION FOR DISEASE PREVENTION
REPORTABLE DISEASES
SECURITY AND CONFIDENTIALTY MANUAL

VERSION HISTORY

Version Number	Implemented Date	Revision Date	Approved By	Approval Date	Description of Change
1.0	June 2, 2015				

PREFACE

Within the state of Missouri, Jefferson City is the administrative headquarters for all state disease prevention and surveillance activities. These activities fall within the oversight of the Department of Health and Senior Services (DHSS). Housed within the Division of Community and Public Health (DCPH), Section for Disease Prevention (SDP) are four bureaus and an office: Bureau of HIV, STD and Hepatitis (BHSH), Bureau of Communicable Disease Control and Prevention (BCDCP), Bureau of Reportable Disease Informatics (BRDI), Office of Veterinary Public Health (OVPH) and the Bureau of Immunization, Assessment and Assurance (BIAA). Diseases are managed with the assistance of 115 local public health agencies (LPHAs) located around the state and contractors tasked with performing specific functions to support disease prevention activities. All bureaus except for BIAA are required to comply with the policies contained in this manual. BIAA has their own set of standards related to the security and confidentiality of immunization information. The bureaus and office worked together to create this manual to provide guidelines for the management of confidential patient information to protect patient level information and to comply with state and federal statutes relating to patient confidentiality.

These policies are written to align whenever possible with requirements, recommendations, and practices contained in the Centers for Disease Control and Prevention (CDC), *Data Security and Confidentiality Guidelines for HIV, Viral Hepatitis, Sexually Transmitted Disease, and Tuberculosis Programs: Standards to Facilitate Sharing and use of Surveillance Data for Public Health Action.* These standards can be accessed at I:\CPHDivision\DP\DP Security and Confidentiality Policy\CDC Data Security Guidelines.pdf.

This manual was developed by staff (management and program) from SDP with BRDI serving as the lead. An initial assessment of current policies and procedures utilizing the guiding questions provided in the CDC Guidelines document was completed in 2014. Since guidelines for HIV, STD and Viral Hepatitis already existed, a periodic assessment of those policies and procedures took place in 2013.

This document will be reviewed annually and updated as appropriate to accommodate the adoption of new policies and procedures or updated guidance from CDC. A revision schedule can be found at the beginning of this document. A glossary of terms can be found as Appendix 1.

An electronic copy of this document can be located on the Section's shared drive at I:\CPHDivision\DP\DP Security and Confidentiality Policy. A hard copy of this document can be located in each bureau/office in SDP, except BIAA, and the Section Administrator's Office. Electronic copies are provided to Contractors for placing on their shared drives. LPHAs can access this document on the DHSS website.

Program Policies and Responsibilities (CDC Standard 1.0)

Written Policies and Procedures (CDC Standard 1.1)

Written policies and procedures addressing the following items can be found in this document:

- A list of applicable laws and regulations;
- Description of data;
- Roles and responsibilities of persons with access to the data;
- Confidentiality agreements;
- Security and Confidentiality Training
- Controls for physical and electronic security;
- Policies pertaining to other persons with access to the units;
- Provisions to limit disclosure of personally identifiable information (PII); and,
- Guidance on data sharing.

Overall Responsible Party (ORP) (CDC Standards 1.2, 1.6, 1.7, 1.9)

The statewide ORP is responsible for the security and confidentiality of all SDP data. The statewide ORP is the Chief of BRDI. Specific responsibilities of the statewide ORP, or his/her designee, include:

- Authorize access for each SDP staff person or affiliate requesting access to record-level SDP data after completion of the security and confidentiality training and signing the confidentiality statement or completing the electronic process to confirm agreement with the confidentiality statement.

- The statement can be located at I:\CPHDivision\DP\DP Security and Confidentiality Policy\Confidentiality Statement\adminmanual11_6A.doc. The training can be accessed through the DHSS website at a URL provided to the prospective user.

- Monitor the Active User Lists for all databases (Databases described in Appendix 1) on a quarterly basis. Ensure that staff members who are leaving the organization or changing positions submit the appropriate paperwork for deletion of their user rights.

- Monitor online Security and Confidentiality training lists to ensure all staff with access to record-level data complete the security and confidentiality training upon hire and on an annual basis.

- Maintain a list of information technology staff and others who may have incidental access or exposure to record-level data. Ensure that these staff sign a confidentiality statement and complete the security and confidentiality training upon hire and on an annual basis.

- Provide technical assistance and/or answer questions from SDP staff and management, DCPH management, Contractors and LPHAs regarding SDP security and confidentiality policies and procedures.

- Review requests for record-level data as a result of Sunshine Requests or other statute-mandated requests. Collaborate with Division, Section and the Office of General Counsel on the release of these records.

- Collaborate with other DHSS staff to review evolving technology to ensure that data remain secure and that policies are consistent with the technology in use.

- Review these policies and procedures annually, ensure updates are made and staff are informed of changes.

- Annually certify that all CDC program requirements are met. Annually complete CDC's certification form.

- Collaborate with SDP staff to immediately report all breaches of confidentiality to CDC and other relevant entities.

- Collaborate with DHSS staff to take appropriate disciplinary action toward SDP and contractual entities that breach the confidentiality of SDP information.

- Collaborate with DHSS staff to determine if a breach should be reported to local and state law enforcement agencies.

Roles and Access Levels (CDC Standard 1.3)
The access levels for the reportable diseases databases are role-based depending on the access the user needs to fulfill his or her job responsibilities. Current roles exist for Viewing, Updating and carrying out Administrative functions. Access is granted via an electronic system whereby the requestor submits a request to DHSS. The request is filtered to the Program Security Officer (PSO) who reviews the request to determine if the requestor has completed security and confidentiality training and that a signed confidentiality statement is on file for this person. In addition, the PSO carefully reviews the needs of the requestor to determine the best access for him or her. Once these items are verified, the PSO approves the request and it is transferred to the Lead Security Officer (LSO). Each bureau/office has an LSO. If the LSO determines that all verifications have taken place and notes the PSOs approval, they approve it. The request is then filtered to the Division of Administration's Information Services Technology Division (ITSD) to grant the access.

Once access has been granted, ITSD sends an email to the requestor with a copy to the PSO and LSO letting them know the request has been approved and provides them with their user name and level of access information. The PSO also sends a "welcome" email to the user to remind them of their level of access, informs them that they also have access to the Crystal Reports portal and to the reports that have already been created,

provides them with instructions on how to access the system, provides them with a list of individuals to contact if problems arise in logging in or in using the database and reminds them that the use of this database is intended for legitimate public health needs and that unauthorized use and sharing of passwords will result in the loss of access to the database, and a potential for termination and/or possible legal action.

Ongoing Reviews of Evolving Technologies (CDC Standard 1.4)
Standard 1.4 will be discussed in Standard 5.0.

Breaches of the Data Security Protocol (CDC Standard 1.5)
Breaches of the data security protocol are reported immediately to the ORP. Once the report has been made, the ORP reviews the DHSS policies to determine if it resulted in the release of personally identifiable information (PII). The policies referenced here are located in the DHSS Administrative Manual as policies 19 and 22.2. These policies can be located at http://dhssnet/policiesprocedures/ and are not available for viewing unless you are a DHSS employee. Once it is determined that a breach of PII took place, the ORP follows the DHSS policies to complete appropriate paperwork and make the appropriate notifications, including to CDC.

Staff Responsibilities and Requirements (CDC Standards 1.6, 1.7, 1.8)
Each staff person authorized to access record-level data shall be knowledgeable about and abide by policies and procedures outlined in this document.

Each staff person authorized to access record-level data shall review these policies, complete training and sign a confidentiality oath before being granted access and annually thereafter. Access to record-level data will be denied to persons who fail to complete the training and/or fail to sign the confidentiality oath. Access to record level data will be revoked if training and signing of the confidentiality oath is not completed on an annual basis.

Each staff person authorized to access record-level data must assume individual responsibility for challenging any unauthorized individual who is observed attempting to access record-level data and report immediately any suspected security breaches to the ORP or designee.

Each staff person authorized to access record-level data must assume individual responsibility for securing their own workstation, laptop, and other devices used for accessing record-level data. This responsibility includes protecting keys and/or passwords that would allow access to confidential information or data. On a quarterly, basis, the state Office of Cyber Security sends an email reminding all state government staff of their responsibilities in protecting the information that they have access to.

Data Collection and Use (CDC Standard 2.0)

Purpose for Which Data are Collected (CDC Standard 2.1, 3.8)
DHSS collects data to promote health among members of a community and to protect Missourians from disease. To assist in this process, DHSS partners with local and federal partners. The collection of data is critical to the success of this mission.

DHSS uses the collected data for the following purposes:

- To develop public health policy;
- To respond to public health needs and emergencies;
- To identify emerging threats and trends;
- To assess the health needs of communities and target resources appropriately; and,
- To evaluate public health programs.

Minimum Information Collected (CDC Standard 2.2, 2.3)
DHSS collects only the minimum amount of information needed to use for the above activities. The information collected varies depending on the activity. It is often necessary to collect personal identifiers to aid in halting the spread of disease such as information collected to be used for partner services or contact investigation. When PII is not needed to fulfill the mission of the organization, DHSS will collect only non-identifiable data.

Missouri has statutes and administrative rules that provide DHSS with the authority to collect PII and to safeguard the data that is collected. In addition, Missouri also has several statutes that require the release of this data in certain circumstances. The following list provides a brief description of these statutes and rules. The rules in their entirety can be located at http://www.sos.mo.gov/adrules/csr/current/19csr/19csr.asp. The statutes can be located at http://www.moga.mo.gov/mostatutes/ChaptersIndex/chaptIndex192.html.

LEGAL BACKGROUND FOR SECURITY/CONFIDENTIALITY OF REPORTABLE CONDITIONS SURVEILLANCE INFORMATION

Federal Regulations. At the national level, reportable conditions are protected by the Federal Assurance of Confidentiality of Public Health Service Act that prohibits disclosure that could be used to directly and indirectly identify patients.

State Reporting Regulations. At the state level, multiple regulations dictate reportable conditions reporting and security/confidentiality, and are described below:

Reportable Diseases and Conditions - 19 CSR 20-20.020. The diseases, conditions, and findings that are reportable to the local health authority or DHSS are listed in this rule along with the designated time frames in which reporting must occur.

Confidentiality of Information Obtained for Reporting of Communicable Diseases and Conditions - 19 CSR 20-20.075. This rule requires local public health agencies to establish confidentiality policies and procedures which are as stringent as DHSS policies and procedures for information obtained for reporting of communicable, environmental and occupational diseases. It also requires establishment of security policies and procedures for access to DHSS information systems.

Laboratory Reporting - 19 CSR 20-20.080. Laboratories are required to report any positive test or any test indicative of conditions listed in 19 CSR 20-20.020.

Contact with Communicable Diseases by First Responders, Emergency Medical Personnel and/or Mortuary Personnel – 19 CSR 20-20.090. This rule defines the procedures for notification to a first responder, emergency medical person and/or mortuary personnel who are exposed to an individual who is human immunodeficiency virus seropositive, hepatitis B infected or infected with any other reportable conditions as listed in 19 CSR 20-20.020.

Exemptions to Reporting - 19 CSR 20-26.040. Exemptions from HIV/AIDS case reporting include: (1) all research institutions obtaining Institutional Review Board approval (IRB) for a specific study with notification of the board's approval submitted to DHSS in writing prior to commencement of study; or (2) where prohibited by federal law or regulation. There are no exemptions for reporting other communicable diseases.

Mandatory Notice to Emergency Response Personnel of Possible Exposure to Communicable Diseases – 19 CSR 30-40.047. This rule established an inquiry and notice procedure to be followed by receiving medical facility personnel concerning the possibility of exposure to communicable diseases by emergency response personnel and good samaritans.

RSMo 191.656. HIV/AIDS patient information can only be released to public employees with a need-to-know in order to perform their duties or private employees entrusted with patient care.

RSMo 191.658. This revised statute may allow release of HIV information (if on file) to a health care practitioner providing treatment for a health care worker or law enforcement officer because of a medically significant exposure to blood or body fluids.

RSMo 191.677. This revised statute allows release of information upon request to police officers and prosecuting attorneys who are investigating these cases to allow for the prosecution of individuals who knowingly transmit HIV infection.

RSMo 192.067. This statute authorizes DHSS to receive information from patient medical records, address the maintenance of confidentiality of medical record information, and makes anyone knowingly releasing information which violates the provisions of this section guilty of a class A misdemeanor.

RSMo 192.802 and RSMo 192.804. These statutes allow for the notification of first responders or good samaritans if there is reason to believe that an exposure has occurred which may present a significant risk of a communicable disease as a result of attending or transporting a patient to a licensed facility.

Penalties for Unauthorized Release of Reportable Conditions Information.
Breach of security and confidentiality pertaining to reportable conditions surveillance information may result in disciplinary actions, including, but not limited to: suspension; demotion; or termination based on the severity of the offense. Severity of offense and disciplinary action for all DHSS staff with access to reportable conditions surveillance information is determined by the statewide ORP and Appointing Authority. Local health department administrators may elect to consult with DHSS administrators to determine the severity of offense and disciplinary action for employees of local contractual sites.
The basis for disciplinary actions for DHSS staff is located in the DHSS Administrative Manual, Chapter 10, Section 10.4 located at http://dhssnet/policiesprocedures/. These policies are not available for viewing to non-DHSS employees.

Penalties for contractual programs that breach confidentiality of reportable conditions surveillance information may include a reduction or loss of federal and/or state funding and/or a potential for legal action.

Data Used for Public Health Research (CDC Standard 2.4)
DHSS has policies and procedures in place for data collected and/or used as part of research projects. DHSS has an IRB that reviews all proposed projects. Information regarding the IRB process can be located at http://health.mo.gov/data/irb/index.php.

Data Sharing and Release (CDC Standard 3.0)

Data Sharing with Other Public Health Entities (CDC Standards 3.1, 3.3)
SDP staff and LPHA staff involved in the surveillance and prevention of reportable diseases have access to the communicable disease database (WebSurv) with a role and access level that depends on their job responsibilities. All roles include the ability to view PII. LPHAs are required to have security and confidentiality standards that are least as strict as those of DHSS per 19 CSR 20-20.075. Staff must sign the confidentiality statement and complete security and confidentiality training before they will be allowed to access the systems. The statement must be signed and the training must be completed on an annual basis thereafter. Access to the system will be revoked if this is not completed.

Only SDP Central Office BRDI staff and staff located in the LPHAs of the two major metropolitan areas (Kansas City and St. Louis City) have access to the eHARS database. Staff in these locations have access to view the PII contained in the system. Staff must sign the confidentiality statement and complete security and confidentiality training before they will be allowed to access the systems. The statement must be signed and the training must be completed on an annual basis thereafter. Access to the system will be revoked if this is not completed. Matching with the reportable diseases database (WebSurv) and with the death certificate files takes place within BRDI and information provided to staff involved in those activities. Access to eHARS is not permitted to other entities.

When an employee no longer needs access to the above databases, the same electronic process described in the Roles and Access Levels section of this document is followed. User lists are reviewed quarterly to determine if individuals still need access to the systems.

DCPH has developed an internal Data Sharing Agreement to be used when data are shared across programs. The form and instructions can be located at I:\CPHDivision\DCPH\DCPH Data Sharing Forms.

Data Sharing Not Covered by Existing Policies (CDC Standards 3.2, 3.5)
Requests to share aggregate and identifiable data that are not covered under the existing policy above are reviewed on a case by case basis by the ORP, and, when necessary, by Section, Division and Office of General Counsel management staff. Data are shared only for legitimate public health purposes to aid in the prevention of reportable diseases. Entities receiving data sign a confidentiality statement and meet standards for security and confidentiality.

Data Sharing Required by Law (CDC Standard 3.4)
Missouri has several statutes that allow for the release of information for non-public health purposes. These statutes are briefly described in the Data Collection and Use section. Prior to the release of data, the Office of General Counsel reviews the requests to determine if they are being used for the purposes outlined in the statutes. If their

review determines that it will be used for the appropriate purposes, the information is released to the requestor.

Data Dissemination (CDC Standards 3.6, 3.8)
Data are disseminated on various schedules depending on each reportable condition. Reports are published and made available on the DHSS website on a weekly, monthly, mid-year and annual basis according to the schedule below. The SDP Programs exercise great caution in public release of numerical, small cell data that could either directly or indirectly lead to the identification of a person infected with reportable conditions. Several independent variables (e.g., risk factor, race, age) could lead to the direct/indirect identification of a person with a reportable condition and should be carefully evaluated in view of the total population of the jurisdiction under observation including racial and risk distribution/prevalence.

General Communicable Diseases (including Vaccine Preventable Diseases and Zoonotic Diseases)	Weekly, Annually (for select conditions)
Sexually Transmitted Diseases (excluding HIV)	Monthly, Annually
HIV	Mid-Year, Annually

Data Quality Review and Data Suppression Rules (CDC Standards 3.7, 3.8)
Prior to release, the data undergo an evaluation of quality. Based on the Health and Human Services *Guidelines for Ensuring the Quality of Information Disseminated to the Public, Part D, CDC and the Agency for Toxic Substances and Disease Registry (ATSDR)* the data are evaluated for Objectivity, Utility and Integrity.

Objectivity: The level of checks performed varies by condition, but quality assurance reports are generated.
Utility: All data requests are tracked. Recurring items are evaluated to determine if these requests could be incorporated into standard reports. BRDI works with the WebSurv Advisory Group to determine if existing reports are sufficient for user needs. BRDI staff also attends Comprehensive Prevention Planning and Ryan White Consortia group meetings and solicits feedback on the *Epidemiologic Profiles* and other methods of distributing data.
Integrity: All data requests are reviewed before the information is provided to the requestor to assure that the data release standards have been adhered to.

In addition, all data requests are reviewed by another staff member before release. Any requests involving small cell sizes are also reviewed by the ORP before release.

Data Suppression Rules
All data requests are reviewed for potential small cell sizes that could inadvertently identify an individual. As a general rule, for requests on the regional level (i.e., group or counties) or above, there do not need to be any numerator or denominator suppression rules. For requests on levels lower than the region (i.e., county, zip, etc.) suppression

rules are utilized if creating a two-way (or larger) stratification. That is, no suppression is needed if generating total disease counts within a county. However, suppression is applied if generating counts by race within a county (i.e., two-way stratification). If the population size (i.e., denominator) at the lowest stratification level is less than 100 or if the numerator is less than 5, the data should not be displayed; an indicator should be used to mark that the data have been suppressed.

Physical Security (CDC Standard 4.0)

Building and Work Area Access (CDC Standards 4.1, 4.4)

The physical perimeter of the building is monitored through the use of motion sensors. The parking lots are patrolled by the Missouri Capitol Police throughout the daylight and evening hours. In addition, all windows are fixed and do not open, therefore access to the building cannot be gained by window and bypassing the electronic badge system.

Access to the building is restricted by Sonitrol Security Systems that allow access only to staff members who have been authorized access to that specific building on the DHSS campus. All visitors are required to sign in at the front desk, where they are greeted by a DHSS staff member and escorted to their area of business within the building. The general public is not permitted without escort beyond the front reception area. Normal business hours of access are from 7:30 am to 5:30 pm. Limited staff has additional access to the building outside these hours. Additional access is granted only when a need has been demonstrated due to the staff's work function and duties to have additional access. Sonitol access badges are required to be worn at all times while employees are in the building. Lost or stolen Sonitrol access badges are required to be reported immediately and are inactivated to prevent unauthorized personnel from accessing the buildings. In addition, all access cards are required to be surrendered to DHSS should a staff member leave the employment of the Department.

Confidential surveillance information is maintained within a secure physical environment within DHSS. DHSS staff has access to the general area in which confidential surveillance information is maintained, the information itself is further secured within that physical area and maintained within double locked file cabinets. Access to the confidential surveillance information outside of the surveillance unit is limited to those that demonstrate a justifiable public health need, and whose access will not compromise surveillance activities or jeopardize the confidentiality of the data, and are approved by the OPR.

Disposal of Confidential Documents (CDC Standard 4.2)

When confidential documents are no longer needed, DHSS, Contractor and LPHA staff have access to a crosscutting shredder within the work area. In addition, DHSS contracts with a shredding company, Cintas. Shredding bins are located within the work area and may be used by staff in lieu of using the crosscutting shredder if staff have large amounts of information to be destroyed. The bins are locked and only select administrative staff and shredding company employees have keys to access the bins. The shredding company picks up items from the bins every two weeks. If the bins are full or staff are aware that a large amount of confidential documents are to be destroyed, a special pickup is arranged. A DCPH staff member escorts the shredding company employee through the building, and a SDP staff member accompanies the shredding company employee to the parking lot where the documents are shredded on-site.

Mail Processes and Data Retention (CDC Standard 4.3)

Incoming mail is received and sorted by DHSS Bureau of General Services staff. Mail is distributed unopened to SDP Bureaus. Mail is opened by designated administrative staff members and distributed to SDP staff. All confidential mail is placed in folders designated for each area of responsibility and hand delivered to staff. Mail for staff members who are not available is locked up in an administrative staff members's double locked file cabinet until the staff member is able to assume responsibility for it.

Outgoing confidential mail is sealed and taped shut. "Confidential" is stamped on both the front of the envelope and the closing flap. The reports are mailed via regular mail. An additional layer of security is employed for HIV reports as they are placed inside a second envelope that is sealed, taped and marked confidential. All reports are mailed via regular mail. HIV Surveillance contractual sites transfer competed HIV case forms and other confidential information to SDP monthly via UPS. All information sent is tracked.

The DHSS current record retention schedule for communicable disease reports is 30 years. All HIV reports are kept onsite indefinitely. While the information contained in the reports is also retained in eHARS, the hard copy reports are referred to and pulled on a frequent basis. Hard copy reports for other diseases are kept onsite for the current year only. After this period has elapsed, records are boxed, sealed and transferred to the Division of Records Management which is part of the Secretary of State's Office. The Records Management Division uses a web-based system, State of Missouri Agency Records Tracking (SMART) for record retrieval. The system is role-based and only those with the appropriate roles are allowed to view the boxes belonging to their programs. All potential users must attend training prior to being granted access. Boxes are bar-coded and scanned into the SMART system once they are transported to the Records Management Center, but no information about specific programs or box contents are displayed. Access to the Records Management Center is restricted to Secretary of State employees. Employees are required to wear their badges at all times. The grounds are patrolled by the Missouri Capital Police.

Confidential Documents in the Field (CDC Standards 4.5, 4.6)
Confidential materials are kept secure when performing field activities such as disease investigations, service provision and contract monitoring. Items of a confidential nature are never left unattended even in locked vehicles. Due to the large areas that are covered by field staff, and the number of staff who don't live in the same city as they work in, it is not always possible for confidential items to be returned to the office the same day. If it is not possible for items to be returned, employees take confidential items into hotel rooms and private residences with them and return them as soon as possible to the work unit.

When possible, data elements are coded when confidential information is removed from the work unit. Only staff who are authorized to perform field work may take items out of the work unit without specific permission from the ORP. Staff who are teleworking or performing other work outside of the secure area must receive prior permission from the ORP to remove confidential materials.

Electronic Data Security (CDC Standard 5.0)

Database Security (CDC Standards 5.0, 1.4)
In 2007, information technology services were consolidated for 14 state agencies in the Office of Administration to provide a centralized and cost effective delivery of support. The State Data Center (SDC) provides application and server support, data storage, disaster recovery, updates and other services.

Two levels of access are required to gain admittance to the State Data Center (SDC). Access to the SDC requires two forms of authentication for authorized users: biometric and a security badge. All entry points to the SDC have closed circuit video surveillance in place that are monitored and logged by the Missouri Capitol Police. Any non-authorized personnel are escorted and monitored for any duties or services rendered in the SDC (i.e. cleaning crew, contracted services). The SDC provides 24x7x365 on-site operations personnel that facilitate access. All access to the SDC is logged and recorded for auditing purposes. Additionally, the building and grounds are patrolled by the Missouri Capitol Police.

The servers are located in a fire suppression site. Multiple monitors are used to determine the temperature at all times. The site is equipped with a fully functioning air conditioning and heating system. Monitoring systems are in place and procedures are documented in the event of a hardware or disk drive failure.

Backups are stored on the data domains storage appliance located in the SDC. The production backup is also replicated to a secure facility in Springfield, Missouri. These full backups are maintained for 7 days in the SDC and for 3 days in the Springfield location. This follows standard IT backup procedures. Transaction-log backups (point in time recovery) are completed hourly. Backups are only stored on the data domains storage appliance located in the SDC. These backups are maintained for 7 days. The server which houses EHARS TEST is backed up daily around 5:30 PM. Backups are stored on the data domains storage appliance located in the SDC. These backups are maintained for 7 days. No backup is replicated in Springfield. No transaction log backups are completed. Maintenance jobs run weekly including index optimization, checks of database integrity and checks of database statistics.

In the event of a disaster, IT staff would move to the Springfield location or another state building with appropriate security measures.

Storing of Analysis Data Sets (CDC Standard 5.1)
Analysis data sets are stored only when necessary. Data sets are stored on secure drives and in secure folders that can only be accessed by a limited number of individuals.
Access is requested via the electronic access request and must be approved by BRDI. Only BRDI research analyst staff have access to the data sets.

Access Outside the Protected Area
When accessing drives, folders and files from outside the protected area, staff are required to sign in through a Virtual Private Network (VPN).

Electronic Transfer of Data (CDC Standards 5.2, 5.3, 5.5)

Email
Proofpoint with password protection is used to send information from SDP to individuals outside the state firewall. PII is never used in the subject line of an email. When possible, PII is not used in the body of the email; identification numbers are used in place of identifying information. This includes emails that are being sent to any entity that does not have a @health.mo.gov address. When transferring information, no terms are used to reference specific reportable conditions. All email must have a signature that includes the DHSS Email Confidentiality Statement. This is true whether staff is sending, replying or forwarding a message. If webmail is used, ensure that the signature is sent as it does not transfer from the Outlook email account. The DHSS Email Confidentiality Statement can be located at I:\CPHDivision\DP\DP Security and Confidentiality Policy\Email Confidentiality Statement\DHSS Confidentiality Statement for E.docx.

Facsimile
Dedicated facsimile (fax) lines are used to transmit confidential information between contractors, local public health communicable disease investigators and SDP. The contractual sites, LPHAs and DHSS have dedicated facsimile lines. Only SDP staff have access to the referenced fax machines in DHSS. Providers and/or laboratories are encouraged not to use a facsimile machine to transmit confidential information. All faxes must have a cover sheet. The DHSS Confidentiality Statement is required on all cover sheets. The DHSS fax cover sheet containing the statement can be located at I:\CPHDivision\DP\DP Security and Confidentiality Policy\DHSS Fax Cover Sheet\DHSSFaxCover.doc.

Electronic Device Sanitizing (CDC Standard 5.4)
When no longer needed, all laptops, fax machines, copy machines, printers and other electronic devices capable of storing data are sanitized per Department of Defense specifications.

Receipt of Confidential Data Via Electronic Reporting
The following data standards are utilized: Public Health Information Network (PHIN) certification, Health Level 7 (HL7), National Electronic Disease Surveillance System (NEDSS). Three HL7 2.3.1/ 2.5.1 implementation guides have been developed for electronic laboratory reporting, syndromic surveillance and immunizations in preparation for receiving data due to the Center for Medicare and Medicaid Services (CMS) Meaningful Use initiative. Existing Missouri state laws and regulations provide the necessary requirements for data use, authorization, protections and other related issues for health information exchange.

Condom Toolkit Sheet

Use research and needs assessments to create baseline of distribution sites per target population

Estimate the number of condoms to distribute at each site, per population

Develop two social marketing campaigns to implement, using as many marketing strategies as possible and available in your area:

1. A campaign to alert each target population where condoms are available and endorse their use
2. Utilize the National Days to promote condom use, testing and accessing prevention programs

Develop budget annually for condom distribution, social marketing campaigns and other marketing materials

Create a calendar to check and replenish condoms at each site bi weekly (unless another more appropriate schedule is worked out with the site)

Obtain all permissions as needed from sites to distribute condoms and explain the program to vendors – insure they know how to contact your HD/agency if condoms run out before 2 weeks

Review each site and determine the best place available to set up your distribution placement and any marketing materials to draw attention to it

Bi-weekly track the numbers of condoms distributed, taken and number still available, if any. Also do the same with any marketing materials distributed at the site (business cards, flyers, etc.)

Review all prevention programs and insure participants are able to identify where and how they heard about the program, inclusive of the distribution sites and/or marketing materials associated with it.

Quarterly conduct assessments to verify

1. Target population is frequenting the site and easily accessing the condoms
2. Target population is using the condoms
3. Assess if the right amount of condoms is being distributed
4. Assess the effectiveness of the social marketing campaigns
5. Gather target population suggestions on new sites to distribute condoms

Update condom distribution per site, adding/deleting sites, adjusting social marketing materials etc. based on quarterly evaluations

Notify the Statewide Planner when new employees need training on this program at michael.stancil@health.mo.gov

Attachment L

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

Subrecipient Annual Financial Report

1. Contractor Name and Complete Address			
2. Contract Number	3. Contract Period (MM/DD/YY)		4. Contractor Identifying Number (optional)
	From:	To:	
5. DUNS Number	6. EIN	7. Report Type	
		☐ Annual	☐ Final

8. Transactions	
Contract Expenditures:	
8a. Total contract funds authorized:	
8b. Total expenditures:	
8c. Unspent balance of contract funds (line a minus b):	$0.00
Match Requirements (if required by the contract):	
8d. Total match required:	
8e. Total match expenditures:	
8f. Remaining match to be provided (line d minus e):	$0.00

9. Remarks: Attach any explanations deemed necessary.

10. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

11a. Typed or Printed Name and Title of Authorized Certifying Official of the Contractor	11b. Telephone (Including Area Code)	11c. Email Address
11d. Signature of Authorized Certifying Official of the Contractor		11e. Date Report Submitted (MM/DD/YY)

Attachment M

city of Columbia
Columbia/Boone County Public Health & Human Services

HIV PREVENTION

INVOICE #: HIVP_____

BILL TO: Missouri Department of Health and Senior Services
Bureau of HIV, STD, and Hepatitis
Attention: Joyce Hooker
930 Wildwood Dr., PO Box 570
Jefferson City, MO 65102-0570

REMIT TO: *Add your agency's name and*

CONTRACT #: _____ FOR THE MONTH OF: _____

	PERSONNEL /FRINGE	TRAVEL/ MEETINGS	SUBCONTRACTS (if applicable)	OPERATING EXPENSE	INDIRECT	TOTAL
BUDGET	$79,980.00	$4,350.00	$0.00	$22,069.07	$8,511.93	$114,911.00
CURRENT MONTH EXPENDITURE						
TOTAL PREVIOUSLY INVOICED						
EXPENDITURES TO DATE						
REMAINING BALANCE						

The attached report is a true and correct statement of expenditure under the above stated contract for the invoice period. Further, all expenditures claimed were made in accordance with the provisions set forth in the contract.

_____
FISCAL OFFICER'S SIGNATURE

EXHIBIT 1
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:
The Contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

BOX A:	To be completed by a non-business entity as defined below.
BOX B:	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
BOX C:	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under HIV Prevention and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____(Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Missouri Department of Health and Senior Services with all documentation required in Box B of this exhibit.

_____ _____
Authorized Representative's Name (Please Print) Authorized Representative's Signature

_____ _____
Company Name (if applicable) Date

EXHIBIT 1, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
Business Entity Name	Date
E-Mail Address	

As a business entity, the contractor must perform/provide each of the following. The Contactor should check each to verify completion/submission of all of the following:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND

- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT 1, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The Contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

_____	_____
Authorized Representative's Signature	Printed Name
_____	_____
Title	Date
_____	_____
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this _____ (DAY) of _____ (MONTH, YEAR). I am commissioned as a notary public within the County of _____ (NAME OF COUNTY), State of _____ (NAME OF STATE), and my commission expires on _____ (DATE).

_____	_____
Signature of Notary	*Date*

EXHIBIT 1, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that City of Columbia (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: Missouri Dept of Health & Senior Services

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: 7-15-2016

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____ (if known)

Stephanie Browning Authorized Business Entity Representative's Name (Please Print)	Stephanie K Browning Authorized Business Entity Representative's Signature
171557 E-Verify MOU Company ID Number	Stephanie.browning@como.gov E-Mail Address
City of Columbia, MO Business Entity Name Public Health & Human Services	January 10, 2020 Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer	Date

STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
b. The identification of a person designated to handle affirmative action;
c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
d. The exclusion of discrimination from all collective bargaining agreements; and
e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at https://www.vendorservices.mo.gov/. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking #	48050	**State:** 0%	$0.00	**Federal:** 100%	$114,911.00
Contract Title:	HIV PREVENTION				
Contract Start:	1/1/2020	**Contract End:**	12/31/2020	**Amend#:** 00	**Contract #:**
Vendor Name:	COLUMBIA/BOONE COUNTY HEALTH DEPARTMENT				

CFDA: N/A	**Research and Development:** *				
CFDA Name:	*				
Federal Agency:	*				
Federal Award:	*				
Federal Award Name:	*				
Federal Award Year:	*	**DHSS #:**	ZZZ-PENDING FOA	**Federal Obligation:**	$114,911.00

*** The Department will provide this information when it becomes available.**

Project Description:

To provide comprehensive Human Immunodeficiency Virus (HIV) prevention services which may also include Sexually Transmitted Infections (STIs) and Viral Hepatitis (VH).