Exhibit A

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:**	
44045	HIV PREVENTION	
Contract Start:	**Contract End:**	**Questions/Please Contact:**
1/1/2017	12/31/2017	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)	DUNS NUMBER
*****0810	071989024
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

HIV Prevention
Columbia/Boone County Health Department
Scope of Work

1. GENERAL

1.1 The contract amount shall not exceed $124,903 for the period of January 1, 2017 through December 31, 2017.

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: Dustin Hampton
Address: 930 Wildwood, Jefferson City, MO 65109
Phone: 573-751-6439
Email: dustin.hampton@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").

2.1.1 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, 2017. 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.efectiveinterventions.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, 2017 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, 2017, 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 three (3) 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 Central 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 Central 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 2017 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^+ $AAMSM^+$, $LSMS^+$, $WMSM^+$.

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 months or less, the Contractor shall submit this report at

the time the final invoice is due. For a contract period over twelve 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 is 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. Such rebudgeting by the Contractor shall not cause an increase in the indirect cost category. The Contractor and the Department must agree to a written contract amendment for an increase to the indirect cost category or 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 subawards and subcontracts up to the first $25,000 of each subaward or subcontract (regardless of the period of performance of the subawards and subcontracts 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 and subcontract 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.

5.5 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 "Per Diem Rates" at the following Internet address: http://www.gsa.gov.

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.aspxx.

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 invoice the Department on the Contractor's original descriptive business invoice form. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice.

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
Bureau 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://www.cfda.gov/?s=program&mode=list&tab=list.

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 must be signed by both parties.

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 subcontractors and employees.

11.2 The Contractor shall comply with provisions of Attachment N, 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 the release of such press releases or publications.

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 nongovernmental sources.

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.

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.

CERTIFICATIONS AND SPECIAL PROVISIONS

The Contractor is required to report any conviction of employees 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

CERTIFICATIONS AND SPECIAL PROVISIONS

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 (42 U.S.C. 12101 *et seq.*) which prohibit discrimination on the basis of disabilities;

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 six months 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.

NC 2017 Regional Plan

All interventions are to be conducted by 12.31.2017

I. Prevention with Positive

Intervention Name: **L.I.F.E. 101 HIV Self-Management**

Intervention Type: **GLI**

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, 2017. This will include 4 AAMSM, 8 WMSM, 1 LMSM, and 3 AAF

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:. 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.

Needs Assessment: This intervention corresponds to needs HIV+1 and HIV+2 from the 2011-2015 Needs Assessment.

Total Interventions: 2
Total Reached: 16

II. Community Testing

Outreach testing	# of times/events offered	Total # tested through outreach testing
	40	310
Social Network Testing	# to be tested through social networks	
	40	

III. Condom Distribution

Target Population	Number of sites	Number of condoms to be distributed
PLWH/A	2	6,200
AAHRH F	5	5,000
AAMSM	3	5,000
LMSM	1	1,000
WMSM	6	15,000
Heterosexuals at high risk for STI	3	8,000
Substance Users/IDU	2	5,000
General Population in high risk areas/sites	3	8,000

Condom distribution sites will be marketed through the gettestedcomo.com website, condom locator map and mobile application, sponsored social media postings, and signage at distribution sites.

IV. Policy

In an effort to develop a more comprehensive planning group incorporating HIV, STIs and Viral Hepatitis the North Central Community Advisory Group has embarked on a series of steps to expand our mission to include Viral Hepatitis. The NCCAG is working to complete a task list provided by the MO Department of Health and Senior Services. The Regional Planner has reviewed the toolkit provided by MODHSS and provided education on Viral Hepatitis and the Statewide Plan of Action and this information has been incorporated into the New Member and Refresher orientations. An initial member recruitment list has been created along with a recruitment strategy. The NCCAG bylaws and mission statement will be updated to include Viral Hepatitis. In the first half of 2017 the Lead Agency Planner and NCCAG members implement the recruitment strategy to recruit Viral Hepatitis stakeholders as members of the NCCAG.

V. Prevention with High Risk Negatives

a. African American High Risk Heterosexual Women

Intervention Type: GLI

Intervention Name:VOICES/VOCES (modified for incarcerated population)

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 negotiation and partner communication skills.

Objective: Provide 10 Voices interventions to a total of at least 200 incarcerated women by December 31, 2017.

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.

Needs Assessment: This intervention corresponds to need AAHRHW 2 from the 2011-2015 Needs Assessment.

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, 2017, conduct at least 1 group level interventions to a total of 10 African American Women with increased risk for HIV acquisition.

Outcome Objective: 75% of participants will be able to demonstrate the correct steps in condom use.

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. Create promotional materials. Intervention

will be advertised and held in locations familiar to participants, including local salons, beauty shops, churches, and community centers.

Science Base: Holistic Harm Reduction, Social Network Theory.

Evaluation: Participants will complete pre and post intervention knowledge evaluations.

Needs Assessment: This intervention corresponds to needs HIV+1 and HIV+2 from the 2011-2015 Needs Assessment.

Needs Assessment: This intervention corresponds to need AAHRHW 2 from the 2011-2015 Needs Assessment.

Total number of interventions: 11
Total number reached: 210

b. African American Men who have Sex with Men

Intervention Type: Community Level Intervention

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 1 group-level Mpowerment M-Group interventions to a total of 5 AAMSM by December 31, 2017.

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 and bisexual men from Columbia/Mid-Missouri. 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. 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. Practice safer sex negotiation and condom use skills at Mgroups. Provide safer sex kits and other prevention materials.

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.

Needs Assessment: This intervention corresponds to need AAMSM 1 from the 2011-2015 Needs Assessment.

Intervention Type: Outreach.

Total to be conducted: 4

Goal: Conduct outreach intervention to AAMSMs 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 four outreach interventions consisting of bar outreach or other community outreach that includes distribution of safe sex kits and HE/RR information exchange to a total of 125 AAMSM in the North Central Region by December 31, 2017.

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

Evaluation Mechanism: Persons providing outreach will report the number of individuals reached.

Needs Assessment: This intervention corresponds to need AAMSM 1 from the 2011-2015 Needs Assessment.

Intervention Type: Individual Level Intervention

Intervention Name: Personalized Cognitive Counseling

Total to be conducted: 15

Goal: Reduce HIV transmission via unprotected anal intercourse with HIV-positive partners and partners of unknown status.

Objective: Conduct PCC counseling sessions with 15 AAMSMs fitting the intervention criteria by December 31, 2017.

Objective Outcome: 75% of participants will have increased awareness of personal self-justifications and how thoughts, attitudes and beliefs can promote high-risk behavior. Additionally, 75% of participants should be able to state alternative ways of thinking and behaving in future potentially risky situations.

Activities: Determine days and times PCC will be offered or available for scheduling. Research and purchase incentives for participants. Educate nursing and other testing staff on intervention, eligibility criteria and referral process.

Science Base: Cognitive Behavioral Theory

Evaluation Mechanism: Participants will complete pre and post intervention survey to measure outcome objective.

Needs Assessment: This intervention corresponds to need AAMSM 1 and AAMSM 2 from the 2011-2015 Needs Assessment.

Total number of interventions delivered: 20
Total number of individuals reached:145

c. Latino Men who have Sex with Men

Intervention Type: Individual Level Intervention

Intervention Name: Personalized Cognitive Counseling

Total to be conducted: 8

Goal: Reduce HIV transmission via unprotected anal intercourse with HIV-positive partners and partners of unknown status.

Objective: Conduct PCC counseling sessions with 8 LMSMs fitting the intervention criteria by December 31, 2017.

Objective Outcome: 75% of participants will have increased awareness of personal self-justifications and how thoughts, attitudes and beliefs can promote high-risk behavior. Additionally, 75% of participants should be able to state alternative ways of thinking and behaving in future potentially risky situations.

Activities: Determine days and times PCC will be offered or available for scheduling. Research and purchase incentives for participants. Educate nursing and other testing staff on intervention, eligibility criteria and referral process.

Science Base: Cognitive Behavioral Theory

Evaluation Mechanism: Participants will complete satisfaction survey.

Needs Assessment: This intervention corresponds to need LMSM 2 from the 2011-2015 Needs Assessment.

Intervention Type: Outreach.

Total to be conducted: 1

Goal: Conduct outreach intervention to LMSMs 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 one outreach intervention consisting of bar outreach or other community 20 LMSM in the North Central Region by December 31, 2017.

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

Evaluation Mechanism: Persons providing outreach will report the number of individuals reached.

Needs Assessment: This intervention corresponds to need LMSM 2 from the 2011-2015 Needs Assessment.

Total number of interventions delivered: 9
Total number of individuals reached: 28

d. White Men who have Sex with Men

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 two group-level Mpowerment M-Group interventions to a total of 20 white MSM by December 31, 2017.

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. 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.

Needs Assessment: This intervention corresponds to needs WMSM 1 and 2 from the 2011-2015 Needs Assessment.

Intervention Type: Outreach

Total to be conducted: 9

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 nine 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, 2017.

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
Evaluation Mechanism: Persons providing outreach will report the number of individuals reached.

Needs Assessment: This intervention corresponds to need WMSM 1 from the 2011-2015 Needs Assessment.

Intervention Type: Other, Community-Wide Event

Total Interventions to Be Conducted: 1

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 one community-wide event 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. Event will be held by September 30, 2017.

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

Needs Assessment: This intervention corresponds to need WMSM 1 and WMSM 2 from the 2011-2015 Needs Assessment.

Intervention Type: Individual Level Intervention

Intervention Name: Personalized Cognitive Counseling

Total to be conducted: 25

Goal: Reduce HIV transmission via unprotected anal intercourse with HIV-positive partners and partners of unknown status.

Objective: Conduct PCC counseling sessions with 25 WMSMs fitting the intervention criteria by December 31, 2017.

Objective Outcome: 75% of participants will have increased awareness of personal self-justifications and how thoughts, attitudes and beliefs can promote high-risk behavior. Additionally, 75% of participants should be able to state alternative ways of thinking and behaving in future potentially risky situations.

Activities: Determine days and times PCC will be offered or available for scheduling. Research and purchase incentives for participants. Educate nursing and other testing staff on intervention, eligibility criteria and referral process.

Science Base: Cognitive Behavioral Theory

Evaluation Mechanism: Participants will complete satisfaction survey.

Needs Assessment: This intervention corresponds to need WMSM 1 and WMSM 2 from the 2011-2015 Needs Assessment.

Total number of interventions delivered: 37
Total number of individuals reached: 595

VI. Regional Populations

a. Heterosexuals at High Risk for Sexually Transmitted Infection

Intervention: Safe in the City

Goal:
Achieve self-efficacy in reduction of risk for infection through increased knowledge about HIV/STDs, education, personal risk assessment, and role play.

Objective:
Provide Safe in the City as an intervention once weekly at an evening STD clinic, reaching a total of 75 people.

Outcome Objective:
Documents at least 70% of participants involved in this intervention will be able to correctly order steps of condom use.

Activities:
Collaborate with nurse practitioner staff at clinic. Create post-intervention survey and ensure availability at weekly clinic. Play Safe in the City DVD during clinic hours. Collect assessments from providers.

Science Base:
Social Cognitive Theory, Theory of Planned Behavior

Evaluation Mechanism:
Post intervention client surveys will be administered. Data collected will indicate the client's perceived HIV/STI risk and readiness to make change based on the information presented in the intervention.

Total number of interventions delivered: 48
Total number of individuals reached: 75

b. Substance Users/IDU

Intervention: Group Level Intervention (Homegrown)

Goal:
To provide education and HIV/STD risk reduction training through drug rehabilitation centers for the reduction of risk for HIV/STDs.

Objective:
To provide group-level interventions that focus on safer sex skills and condom use ten times each at two sites a total of 300 IDUs by December 31, 2017

Outcome Objective:
At least 75% of the participants involved in this intervention will be able to identify HIV fluid of transmission and demonstrate correct condom use by ordering the steps correctly.

Activities:
Perform intervention at substance abuse centers in region.

Science Base:
Social Cognitive Theory; Holistic Harm Reduction Theory

Evaluation Mechanism:
All participants will be asked to complete a skills verification sheet to assess both knowledge and skills acquired through this intervention.

Total number of interventions delivered: 20
Total number of individuals reached: 300

VII. TA/CBA Needs

TA Needs for intervention delivery	Capacity Building Needs
Life 101	
PCC (Personalized Cognitive Counseling)	
Healthy Relationships	

Sample template follows:

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)*

<u>The following is an example of what this might look like:</u>

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.

RPAG Member Characteristics

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

Member Type
__Community Co-Chair
__ Health Department Co-Chair
__ Regional Representative
__ Regional CPPG *Alternate* Representative
__ General Membership
__ At-Large Membership
__State HD Staff *attending*

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 Agcy
__Community Health Care Centers
__ Other Govt. Agency:_____
__ Other Non-Govt. Agency: _____

Stakeholder Area of Expertise
__ Community Organization
__ Intervention/Service Provider
__ Evaluation
__ Epidemiologist
__ Homeless Services
__Faith Based/Spiritual Community
__ 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: _____

2017 Statewide Plan Layout Draft

For 2016 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 2017 – 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

July 2014

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.

AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER
Services provided on a nondiscriminatory basis

This page intentionally left blank.

	HIV Testing Program Procedural Manual	
		Page 3 of 57
	Table of Contents	Revised 5/18/2015

	HIV Testing Program Procedural Manual	
		Page 4 of 57
	Table of Contents - Appendices	Revised 5/18/2015

The HIV Testing Program Procedural Manual (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 (Program) has established the following program goals:

1. To increase the early detection of HIV infection for those infected
2. To prevent HIV infection for those at risk
3. To decrease the transmission of HIV from those infected

The Missouri Department of Health and Senior Services (DHSS) contracts with and provides funds for six lead agencies and their contractors to provide HIV testing services in a designated region of Missouri. These services are provided at no charge to clients. The Program includes clinic and outreach services and offers blood testing through standard and rapid testing methods. Four of the six contracted agencies offer services anonymously, as mandated by state law. Other publicly funded agencies may submit specimens to the Missouri State Public Health Laboratory (SPHL) for HIV testing at no charge to the provider or client. The SPHL also provides HIV testing to non-public agencies for a nominal shipping and handling fee.

The Program staff serves in a statewide capacity and should be contacted with questions and concerns regarding HIV counseling, testing, and referrals. Program staff work closely with regional Disease Intervention Specialists (DIS) in an effort to provide quality and timely service to all customers.

Sonya Henson
HIV Testing Program Coordinator
573-751-6292
sonya.henson@health.mo.gov

Angie McKee
Testing Programs Data Analyst
573-751-6470
angie.mckee@health.mo.gov

Kansas City Health Department

2400 Troost Suite 2000
Kansas City, MO 64108
(816)513-6119 FAX (816)513-6224
Lesha Dennis lesha.dennis@kcmo.org

Counties covered: Bates, Benton, Cass, Clay, Henry, Jackson, Johnson, Lafayette, Platte, Ray

High Risk/Priority Populations:

Black MSM White MSM Hispanic MSM
Black Females – High Risk Heterosexual/IDU
Heterosexual African Americans and Latina Women

Kansas City Care Clinic

3515 Broadway
Kansas City, MO 64111
(816)777-2753 FAX (816)777-2797
Daniel Spachek DanielS@KCCAREClinic.org

St. Louis Dept of Health
Center for HIV/STD/Hepatitis Services

1520 Market St., Room 4027
St. Louis MO 63103
(314) 612-5188 FAX (314)612-5876
Franda Thomas thomasf@stlouis-mo.gov

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

High Risk/Priority Populations:

Black MSM White MSM Hispanic MSM
Black Females – High Risk Heterosexual/IDU
Black High Risk Heterosexual Males

St. Louis Effort for AIDS

1027 S. Vandeventer, Suite 700
St. Louis, MO 63110
(314)645-6451 ext. 214 FAX (314)645-6502
Carolyn Guild cguild@stlefa.org
Cyrano Jones cjones@stlefa.org

Williams & Associates

3737 N. Kingshighway Blvd., Suite 204-206
St. Louis, MO 63115
(314)385-1935 FAX (314)385-3011
Erise Williams ewilliamsinc@sbcglobal.net

Project ARK

4169 Laclede, 2nd Floor
St. Louis, MO 63108
(314)535-7375 x203 FAX (314)535-1814
Kelly Righton righton_k@kids.wustl.edu

AIDS Project of the Ozarks (APO)

1901 E. Bennett Suite D
Springfield, MO 65804
(417)881-1900 FAX (417)881-1237
Bob Holtkamp Bob.Holtkamp@apo-ozarks.org

Counties Covered: 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

High Risk/Priority Populations:

Black MSM White MSM Hispanic MSM
Black Females – High Risk Heterosexual
IDU and Heterosexuals with an STI history

Columbia-Boone County Health & Human Services
1005 W. Worley
Columbia, MO 65203
(573)874-7285 FAX (573)874-7758
Dustin Hampton dthampto@gocolumbiamo.com

Counties covered: Adair, Audrain, Boone, Calloway, 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, Sullivan

High Risk/Priority Populations:
Black MSM White MSM Hispanic MSM
Black Females – High Risk Heterosexual
Black High Risk Heterosexual Males

RAIN

1123 Wilkes Blvd. Suite 250
Columbia, MO 65201
(573)875-8687 FAX(573)875-8659
Cale Mitchell cmitchell@missourirain.org

City of St. Joseph Health Department
904 S. 10th
St. Joseph, MO 64503
(816)271-4729 FAX (816)271-4834
Amy Babcock Ababcock@ci.st-joseph.mo.us

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

High Risk/Priority Populations:
Black MSM White MSM Hispanic MSM
Black Females – High Risk Heterosexual
White Heterosexual Males
Females at risk for STD infection

Butler County Health Department
1619 N. Main St.
Poplar Bluff, MO 63901
(573)785-8478 FAX (573)785-2825
Crystal Robinson robinc@lpha.mopublic.org

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

High Risk/Priority Populations:
Black MSM White MSM Hispanic MSM
Black Females – High Risk Heterosexual
White Heterosexual Males Females at risk for STD infection

1. Deliver, procure or assure regional HIV Testing Program services for those Missouri counties as listed in 2.2 of the HIV Prevention contract, Scope of Work for each of the six regions. (See HIV Testing Program Sites 2014 or Appendix 11)
2. HIV Testing Program activities shall be based upon the current Regional Prevention Plan, high risk/priority populations (See HIV Testing Program Sites 2014) and in compliance with the Missouri Statutes 191.650-703 found at http://health.mo.gov/living/healthcondiseases/communicable/hivaids/lawsregs.php.
3. Provide or subcontract for the provision of confidential HIV Testing Program services. Agencies providing these services shall actively participate in the Regional Prevention Advisory Group (RPAG) process and target HIV testing to high risk/priority populations as identified in the Regional Prevention Plan.
4. Disseminate appropriate HIV prevention program information to contractors, RPAG members, and regional prevention partners.
5. Assure all materials used for HIV prevention program purposes are approved by the State Program Review Panel for approval before distribution.
6. Provide one HIV testing site in the St. Louis area, one in the Kansas City area, one in the central Missouri area and one in the Springfield area where those persons not required to undergo HIV testing without the right of refusal may be tested anonymously. (See Missouri Anonymous Testing). The Contractor shall assure that anonymous testing, performed at the designated anonymous testing site, is in compliance with Missouri Statue 191.686 found at www.moga.mo.gov/statutes/c100-199/1910000686.htm.
7. Establish a medical authority (a licensed physician) to authorize and provide oversight for regional HIV testing.
8. Provide appropriate HIV prevention counseling to clients who request HIV testing, according to Basic Counseling Skills and Counseling Concepts as found in the *Rapid Test Method Training* manual.
9. Assure HIV testing, regardless of method of specimen collection, is conducted according to HIV Specimen Collection found in this manual.
10. The Department will provide the contractor with a specified allotment of rapid HIV and HCV test collection devices. The contractor shall manage the allotments to avoid expiration and will notify the Program one month prior to kit expiration.
11. Collect and report appropriate HIV/STD prevention and Program documentation. These include the Monthly Activity Report (MAR), HIV Test Form database, HIV Antibody Test Request Form (lab slip), Rapid Testing Control Log, Rapid Testing Temperature Log, Training Checklist, and Adult HIV Confidential Case Report Form.
12. The contractor shall submit to the Department the MAR and the current HIV Test Form data electronically on a monthly basis on the 15th day of the following month. If the 15th day of the month falls on a weekend, data should be submitted on the following Monday.

13. Assure that all counselors complete appropriate training prior to conducting HIV counseling or testing. (See Training)
14. Assure every client tested receives test results or is provided information at the time of testing to access their test results. Two methods to contact the client shall be documented.
15. All confirmed HIV positive test results will be reported in accordance with Missouri Department Rule: 19 CSR 20-26.040, Physician Human Immunodeficiency Virus (HIV) Test Consultation and Reporting found at: https://www.sos.mo.gov/adrules/csr/current/19csr/19c20-26.pdf
16. Maintain a minimum 1.0% positivity rate of newly identified HIV positive tests from all outreach and non-traditional settings.
17. Assure 100% of clients who test positive for HIV are referred to the state agency's local DIS within 1 working day. (See STD Program Jurisdiction Map, Appendix 12)
18. Assure at least 85% of HIV positive clients receive their test results.
    Assure at least 80% of HIV positive clients that receive their test results are linked to medical care and attend their first medical appointment
19. The contractor shall offer syphilis testing at 50% of all outreach testing in non-traditional settings targeting high risk individuals. The specimens should be packaged and handled according to the SPHL protocol for specimen submission found at http://health.mo.gov/lab/rpr.php.
20. Maintain written policies to refer HIV positive individuals to HIV care, case management services, and testing for tuberculosis (TB), syphilis, and Hepatitis B and C.
21. Assure representation at the Department facilitated annual statewide HIV Testing Program meeting, including representation by all sites and subcontractors.
22. Offer condoms to clients of the STD Clinic, outreach testing events, and those who are offered Partner Services.
23. The contractor shall prepare for the Department to make contract monitoring and/or quality assurance site visits during each contract period. Documentation and reports from the visit(s) will be mailed to the contractor. Findings noted in this report must be addressed and a corrective action plan submitted to the Department within 30 days of the contractor receiving the initial report.
24. The contractor shall assure that contract monitoring and quality assurance monitoring occur for regional subcontractors/sites (if applicable). Notification of planned site visits will be made to the DHSS Program Coordinator at least 30 days prior to the site visit. In addition, a copy of resulting documentation and reports must be submitted to the Program Coordinator at the Department within 30 days after the site visit.
25. On June 30th and December 30th, documentation of clients enrolled in a Medicaid managed care plan shall be submitted, if applicable.

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 nontraditional or outreach settings to ensure that privacy is maintained using the resources available to the counselor in that situation. 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 (*Exception: See Couple's Testing)
- 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
- Assure 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
- Maintain secure transport of files and records

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 counselor's assessment, testing should be deferred and the client should be encouraged to return for HIV counseling and testing at another time. The counselor'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.

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 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 will have a green label. Syphilis testing will be performed first on the specimen. Please be aware that you will probably receive the syphilis results before the HIV results.

Oral Specimens

As of March 30, 2014, testing of oral specimens was discontinued. DHSS will no longer purchase oral collection devices and the SPHL will no longer test oral specimens.

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. 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 (Multi-Spot and NAAT) testing.

Counselors who will be conducting rapid testing must attend Rapid Test Method (RTM) training conducted by DHSS, which includes giving preliminary positive test results.

Per RSMo 191-686, (http://www.moga.mo.gov/statutes/C100-199/1910000686.HTM) 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 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 Department of Health, Center for STD/HIV and Hepatitis Prevention Services
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. 'Anon' 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.

DIS Protocol for Couples Counseled Together (CHTC=Couples HIV Testing and Counseling):

DISs who conduct CHTC must be trained in the process through the Denver Prevention Training Center, according to Michael McLeod, Senior Training Specialist at DPTC. Because the focus of the CHTC session is future plans and behavior as they relate to each partner's HIV status, partner services and behavioral assessments must be conducted during individual appointments with each partner. Bearing this in mind, minimum standards for CHTC in Missouri should consider:

- Couple eligibility for testing. Intake forms could include "Do you want to participate in Couple's Testing today? This would include getting your HIV test and results with your partner(s) and would require signing an additional consent form."
- Consent form. An additional consent form specific to the CHTC protocol must be signed by each person in the couple. The consent form must be retained in each client's record indefinitely. **Note: A couple is not defined solely as two persons for purposes of CHTC. This definition is left up to the persons seeking CHTC.**
- The counselor should reserve the right to stop the counseling session at his/her discretion and continue with each client separately. An instance where this should take place is if one partner in the couple appears to be coercing the other partner to participate.
- Time constraints: CHTC sessions are about 45 minutes long.
- Additional/follow-up testing: Couples can come back for additional testing (4 weeks for 4^{th} gen; 3 months for 3^{rd} gen; 6 months for 2^{nd} gen), use this as a way to diffuse questions about window period and avoid blame concerning recent exposure. **Eliminate any conversation regarding accuracy of Clearview test, as its sensitivity and specificity are over 99%.**

1. All HIV counseling and testing will be administered according to DHSS Consultation Rule 19 CSR 20-26.040 found at http://www.sos.mo.gov/adrules/csr/current/19csr/19c20-26.pdf.
2. Testing in outreach settings should be targeted to high-risk individuals and populations, as outlined in each regional HIV/STD Prevention Plan.
3. Client demographics are required for all testing except anonymous testing.
4. All tests require data entry into the HIV Test Form database.
5. All testing must have the authorization of a physician through standing orders.

Blood Testing Specifics

1. When collecting specimens for HIV testing, alert client that syphilis testing will also be conducted from the same specimen.
2. Blood specimens should be collected according to your agency's protocol.
3. There is no limit on the number of blood specimens that can be submitted to the SPHL for HIV and syphilis testing.

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, Multi-Spot, NAT) testing and should following the 2014 HIV Diagnostic Testing Algorithm.
5. Counselors will be required to follow training requirements as outlined by the Program. See Training in this manual.

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
Dept. of Health & Senior Services
Bureau of Outpatient Healthcare
3418 Knipp Drive, Suite D PO Box 570
Jefferson City, MO 65102
(573) 751-6318
FAX: (573) 526-3621
Contact: Marti Thruston
Email: BOH.BOH@health.mo.gov

The fee is $150 and the certificate will be active for two years.

Clearview® COMPLETE HIV ½

The Clearview® COMPLETE HIV 1/2 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://www.alere.com/us/en/product-details/clearview-complete-hiv-1-2.html for product information and view the demo for step-by-step collection procedures.

OraSure Technologies, Inc.

OraSure® TECHNICAL INFORMATION

Oral Fluid – Fingerstick – Whole Blood

SPECIMEN COLLECTION PROCEDURE

Follow this link, http://www.orasure.com/products-infectious/products-infectious-oraquick.asp for product information and view the demo for step-by-step collection procedures.

The MAR is used to track the inventory of test kits and controls, the expirations dates of test kits and controls, the number of positives tests, and the venues and populations where testing is done. The monthly report is submitted electronically to the Program's Data Analyst by the 15th of each month. See Appendix 3.

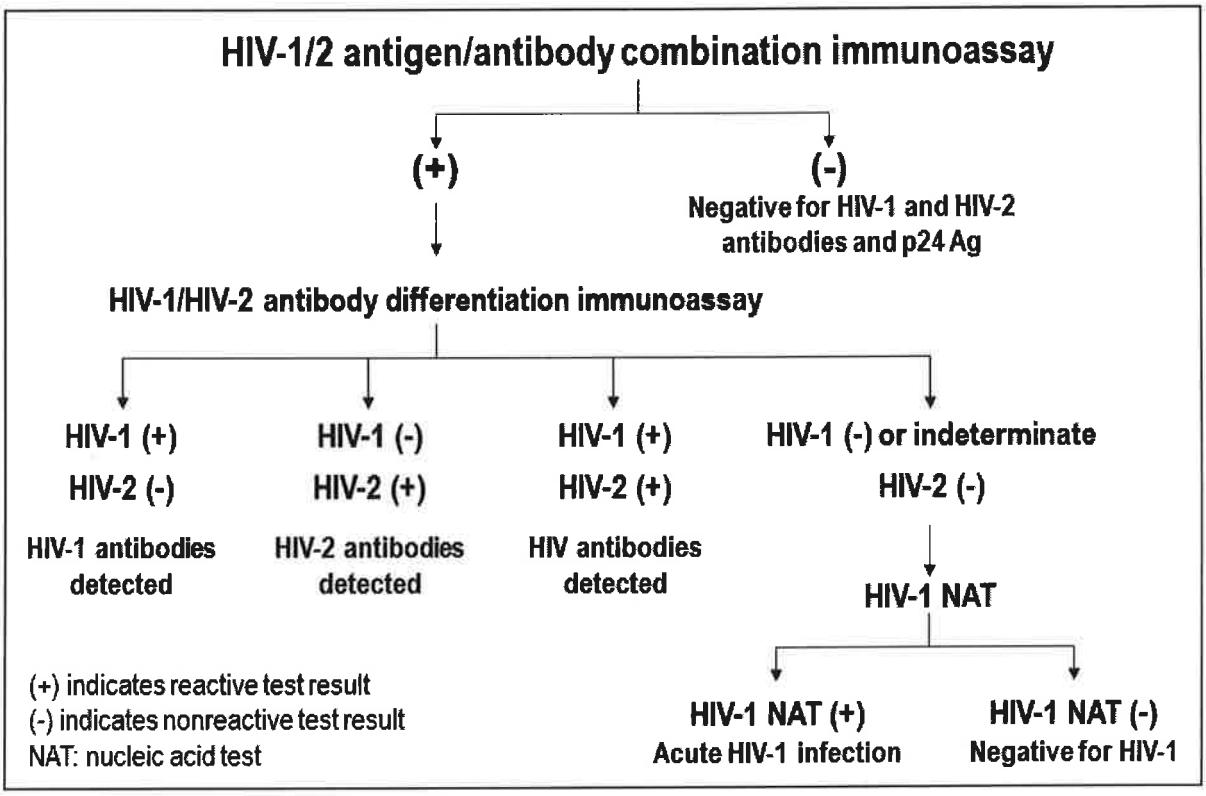
This form can be accessed electronically at: http://health.mo.gov/lab/index.php. Click on 'Test Request Form' on the right side of the page. Click on 'Test Request Form' again, then on HIV. Enter either your facility name or submitter number. Proceed with filling out and printing the form. You can also save a copy to your computer, if desired. See Appendix 4.

REMINDERS:

- Submit specimens in the 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. 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 patient name or if testing anonymously, the patient ID.
- 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.

Test 1 CMIA	Test 2 Multispot	Test 3 HIV-1 NAAT	Interpretation	Further Action
Nonreactive	N/A	N/A	HIV-1 p24 antigen and HIV-1/HIV-2 antibodies not detected.	Sample can be reported as nonreactive for HIV. If recent HIV exposure is suspected, redraw and repeat algorithm. If acute HIV infection is suspected, consider testing for HIV-1 RNA.
Reactive	HIV-1 Positive	N/A	Positive for HIV-1 antibodies. Laboratory evidence consistent with established HIV-1 infection is present.	Provide person tested with appropriate counseling and link to medical care.
Reactive	HIV-2 Positive	N/A	Positive for HIV-2 antibodies. Laboratory evidence of HIV-2 infection is present.	Provide person tested with appropriate counseling and link to medical care.
Reactive	HIV Positive (Undifferentiated)	N/A	Positive for HIV antibodies. Laboratory evidence of HIV infection is present. HIV antibodies could not be differentiated as HIV-1 or HIV-2.	Provide person tested with appropriate counseling and link to medical care and treatment. Additional testing for HIV-1 RNA and HIV-2 RNA should be performed if clinically indicated.
Reactive	Nonreactive or HIV-1 Indeterminate	Detected	Positive for HIV-1. Laboratory evidence of HIV-1 infection consistent with an acute or early HIV-1 infection.	Provide person tested with appropriate counseling and link to medical care and treatment.
Reactive	Nonreactive or HIV-1 Indeterminate	Not Detected	HIV antibodies were not confirmed and HIV-1 RNA was not detected. No laboratory evidence of HIV infection.	Consider repeat testing if clinically indicated. If there is a reason to suspect recent HIV-2 infection, additional testing for HIV-2 RNA or DNA should be considered.
Reactive	Nonreactive or HIV-1 Indeterminate	Invalid or Not Performed	HIV antibodies not confirmed and HIV-1 RNA testing was not performed.	Testing of this specimen is incomplete. Follow-up testing for HIV antibodies and HIV-1 RNA is recommended as soon as possible.

* The 2nd and 3rd CMIAs are performed the same day following the initial reactive CMIA.
**All specimens with Multispot nonreactive or HIV-1 indeterminate results will be sent to Wadsworth Center for HIV Nucleic Acid Testing (NAT) if the specimen requirements are met.


HIV-1/2 antigen/antibody combination immunoassay
(+)
(-)
Negative for HIV-1 and HIV-2 antibodies and p24 Ag
HIV-1/HIV-2 antibody differentiation immunoassay
HIV-1 (+)
HIV-2 (-)
HIV-1 antibodies detected
HIV-1 (-)
HIV-2 (+)
HIV-2 antibodies detected
HIV-1 (+)
HIV-2 (+)
HIV antibodies detected
HIV-1 (-) or indeterminate
HIV-2 (-)
HIV-1 NAT
HIV-1 NAT (+)
Acute HIV-1 infection
HIV-1 NAT (-)
Negative for HIV-1
(+) indicates reactive test result
(-) indicates nonreactive test result
NAT: nucleic acid test

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.

Questions regarding results should be addressed in the following manner:

- The submitter needs to phone the SPHL at 573-751-3334.
- The SPHL will access results and call the submitter back with information.
- If the submitter's name and address were not recorded on the Immunology Test Request form, the submitter must fax, on agency letterhead, a request for the HIV results.
- When the fax is received by the SPHL, they will update the submitter information and mail the result to the submitter.

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. This log will be reviewed by the HIV Testing Coordinator as part of the quality assurance and contract monitoring site visits each year.

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 Program Coordinator as part of the quality assurance and contract monitoring site visits each year.

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 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. This log will be reviewed periodically by the HIV Testing Coordinator as part of the quality assurance and contract monitoring site visits each year.

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 Center for Disease Control and Prevention (CDC) has identified four standards for all counseling in which test results, including negative results, are given. These are expectations that every counselor will work toward accomplishing.

1. Assess client readiness to receive test result.
2. Interpret result for client and ensure that he/she understands what result means.
   - Implies immediate and sufficient time and attention to client's emotional response and needs.
3. Address any client concerns. This will prompt a client to share need for a risk reduction discussion.
4. Provide referrals to client as appropriate.

	HIV Testing Program Procedural Manual	
	Guidelines for Giving Negative HIV Test Results	Page 27 of 57 Revised 5/18/2015

Clients who test negative may receive test results 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.
   - 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.
   - Inform client at time of testing to expect two weeks for return of test results.
   - Provide written take home material at the time of testing to the client regarding test results (this may be a brochure, pamphlet, or fact sheet). All material must be approved by the Program prior to distribution.
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 where the client should contact for results.
   - Inform client at time of testing to expect two weeks for return of test results.
   - Provide written take home material to the client at the time of testing regarding test results (this may be a brochure, pamphlet, or fact sheet). All material must be approved by the Program prior to distribution.
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.
   - Provide written take home material to the client at the time of testing regarding test results (this may be a brochure, pamphlet, or fact sheet). All material must be approved by the Program prior to distribution.
   - Inform client at time of testing to expect two weeks for return of test results.

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.

In the event that the CMIA is Reactive and the WB 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.
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.

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

1. Assess client readiness to receive test result.
2. Interpret preliminary positive result for client and ensure that he/she understands what result means.
    a. Assess and support immediate client needs and addresses client concerns
    b. Discuss need for confirmatory tests
3. Obtain blood specimen for confirmatory or supplemental testing.
    a. Offer syphilis testing
    b. Schedule two week appointment time, date, and place for client to return for test results
4. Negotiate a plan for reducing risk.
    a. Discuss current partner
    b. Provide referral for HIV Case Management
5. Notify local DIS and inform of preliminary positive result and plans for scheduled appointment to give results to client.

Kansas City

Good Samaritan Project 3030 Walnut Kansas City, MO 64108 (816) 561-8784 FAX: (816) 753-4582	**Kansas City Health Department** 2400 Troost Ave., Ste. 1000A Kansas City, MO 64108 (816) 513-6008 FAX: (816) 513-6292 AIDS Hotline: (816) 519-6000
GSP Satellite – Research Medical Center Rhonda Adams, BSW – Contact at GSP 816-561-8784 (ext. 108)	**SAVE Inc.** PO Box 45301 Kansas City, MO 64108 (816) 531-8340 FAX: (816) 53100669
GSP Satellite – Johnson County Health Department 6000 Lamar, Ste. 140 Mission, KS 66202 (913) 826-1223 FAX: (913) 826-1202	**Truman Medical Center West** Social Services 2301 Holmes St. Kansas City, MO 64108 (816)404-3200 FAX: (816) 404-6152
GSP Satellite – Family Health Care 340 Southwest Blvd. Kansas City, KS 66103 (913) 722-3100 FAX: (913) 722-2542	**The University of Kansas Hospital** 3901 Rainbow Blvd. Kansas City, KS 66160 (913) 588-2160 FAX: (913) 588-2154
Guadalupe Center 2641 Belleview Kansas City, MO 64108 (816) 561-6885 FAX: (816) 561-7009	**Hope Care Center** 115 East 83rd Street Kansas City, MO 64114 (816) 523-3988 FAX: (816) 444-2136
Kansas City CARE Clinic 3515 Broadway Kansas City, MO 64111 (816) 753-5144 FAX: (816) 753-0804 **RUSH-Link Program - Linkage to Care** (for those newly diagnosed HIV+) Pager: (816) 990-2411	

St. Louis

St. Louis Children's Hospital Project ARK #1 Children's Place St. Louis, MO 63110 (314) 454-6210 FAX: (314) 454-2836	**St. Louis Effort for AIDS** 1027 S. Vandeventer, Ste. 700 St. Louis, MO 63110 (314) 645-6451 FAX: (314) 645-6502 Linkage to Care (314)872-1431 Linkage to Care-IL (618) 874-4713 (ext. 202)
Places for People 4130 Lindell Blvd. St. Louis, MO 63108 (314) 535-5600 FAX: (314) 615-2144	**Washington University Infectious Disease (WUID) Specialty Program – Project ARK** 660 S. Euclid, WUSM Box 8051 St. Louis, MO 63110 (800) 858-3541 FAX: (314) 747-4511 HEY Youth Team FAX: (314) 747-2668
Doorways 4385 Maryland Ave. St. Louis, MO 63108 (314) 535-0888/(314) 535-1919 FAX: (314) 535-1209	**Health and Education for Youth (HEY)** Wash. Univ. School of Medicine 660 S. Euclid, WUSM Box 8051 St. Louis, MO 63110 (314) 747-1206 FAX: (314) 747-2668
Center for HIV/STD & Hepatitis Services 1520 Market St., Room 4027 St. Louis, MO 63103 (314) 612-1588 FAX: (314) 612-5876 Toll Free: (888) 291-2437	**Washington University – Project ARK** 4169 Laclede Ave. St. Louis, MO 63108 (314) 535-7275 FAX: (314) 535-1814
New Hope Comprehensive Clinic 3691 Rutger, Suite 100 St. Louis, MO 63110 (314) 977-9050 FAX: (314) 977-9770	**Williams & Associates** 3644 Natural Bridge Ave., Ste. 1 St. Louis, MO 63107 (314) 531-2284 FAX: (314) 531-9722

Southwest

AIDS Project of the Ozarks 1901 E. Bennett, Ste D Springfield, MO 65804 (800) 743-5767 (417) 881-1900 FAX: (417) 881-1237	**Burrell Behavioral Health** 1300 Bradford Parkway (South) Springfield, MO 65810 (417) 761-5000 FAX: (417) 761-5821
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 (North) Springfield, MO 65802 (417) 761-5820
APO Waynesville 121 N. Benton PO Box 555 Waynesville, MO 65583 (573) 774-0053 FAX: (573) 774-3053	**Springfield-Green County Health Department** 227 E. Chestnut Expressway Springfield, MO 65802 (417) 864-1658 FAX: (417) 864-1099
APO Joplin **Joplin City Health Department** 321 E. 4th Street Joplin, MO 64801 (417) 624-5788 FAX: (417) 206-4153	

Central

Rain of Central Missouri 1123 Wilkes Blvd, Ste. 250 Columbia, MO 65201 (573) 875-8687 Toll Free: (800) 785-2437 FAX: (573) 875-8659	

Northwest

St. Joseph/Buchanan County Health Department 904 S. 10th St. Joseph, MO 64503 (800) 945-4601 (816) 271-4636 FAX: (816) 271-4834	

Southeast

Butler County Health Department 1619 N. Main Poplar Bluff, MO 63901 (573) 785-8478 Toll Free: (866) 284-1716 FAX: (573) 785-2825	**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 PO Box 1839 Cape Girardeau, MO 63702 (573) 335-7846 Toll Free: (800) 247-9308 FAX: (573) 335-5909	

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:

Immunology Test Request (lab slip)
Form with client demographic (agency discretion)

For any client testing positive for HIV:

Immunology Test Request
A copy of the Adult HIV Confidential Case Report Form (Appendix 8) and/or CD-1
Form with client demographic (agency discretion)

HIV Record Retention Policy

All client charts and records, which may include completed HIV Risk Assessment, laboratory test results, interview records and field 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. CHTC consent must be retained by the testing agency indefinitely. This includes records for all clients, whether test results are positive, negative, indeterminate, or unprocessed.

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 a designated Program staff member in Jefferson City 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 Required Variables *Effective January 1, 2012*	
Agency-level	HIV Test Information
Session Date	Accession Number**
Agency ID	Sample date
Intervention ID	Worker ID*
Site ID	Test election
Site Type	Test technology
Site zip code	Specimen type
Site county	Test result
	Result provided
Client-level	If result not provided, why?
Client ID	
Day of birth*	Referrals**
Month of birth*	Was client referred to HIV medical care?
Year of birth	Reason client not referred to medical care
State of residence	Did client attend first appointment?
Client county of residence	Was 1st appointment within 90 days of test?
Client zip code*	Client referred to prevention services?
Ethnicity	Client receive prevention services?
Race	Client referred to or contracted by partner services?
Current gender	Was the client interviewed for partner services?
Assigned sex at birth	Was the interview w/in 30 days of receiving result?
Previous HIV test	Is female client pregnant?
Self-reported result	Is female client in prenatal care?
Risk factors	
Last name**	*Collected but not required
First name**	**For all conventional **and** preliminary positive test results.

HIV Test Form – Paper Form

The paper form must be filled out and submitted for those clients tested by rapid test method by DHSS DIS only.

	HIV Testing Program Procedural Manual	
		Page 36 of 57
	Reporting HIV Infection	Revised 5/18/2015

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. HIV reporting is a dual responsibility of both the attending physician and the testing laboratory. Clients should be reported again when they develop symptoms indicative of Acquired Immune Deficiency Syndrome (AIDS). Hence, each infected individual is reportable twice. First when diagnosed with HIV infection and again when symptoms develop which meet the AIDS case definition.

The **ADULT HIV CONFIDENTIAL CASE REPORT FORM** (CDC 50.42A) (Appendix 8) is used by physicians/clinics 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 completed if available at the time of report. This HIV report form should not be delayed until this information is obtained. The immune status information may be submitted at a later date. After completion, this report form should be mailed within three (3) days of receipt of the test results in an **envelope marked 'Confidential'** to the appropriate site based on geographic area:

Missouri Department of Health and Senior Services, Bureau of Reportable Disease Informatics P.O. Box 570 930 Wildwood Jefferson City, MO 65102 (573) 751-6463	**Kansas City Health Department Communicable Disease Prevention** 2400 Troost Avenue, Suite 2100 Kansas City, MO 64108 (816) 513-6364	**St. Louis Department of Health, Center for HIV, STD & Hepatitis Services, Surveillance Unit** 1520 Market St. Room 4027 St. Louis, MO 63103 (314) 612-5188

Blank Adult HIV Confidential Case Report Forms are available from any of the above addresses or you may call the Bureau of Reportable Disease Informatics at (573) 751-6463 to receive additional forms. Your HIV surveillance representative at one of the above sites will be happy to assist you should questions arise.

The SPHL performs HIV testing (CMIA and WB). Private providers are charged $10.00 per specimen to cover shipping and handling costs. Specimens must be collected in red-top tubes and submitted in mailers, both provided by the SPHL. HIV specimen tubes and mailers can be ordered by phoning (573) 751-4830 or by completing and submitting the Specimen Kit Order Form found at www.health.mo.gov/lab/specimentestforms.php#testrequestforms. Immunology Test Request forms must be properly completed and accompany every HIV specimen submitted. The Immunology Test Request form can be accessed at: http://www.health.mo.gov/lab/specimentestforms.php#testrequestforms.

All training attendees are requested to complete several pre-training components with their respective agency, including an internet module training, prior to attending *Rapid Test Method Training*. These pre-training components can be found on the Training Checklist (Appendix 9). After completion of the training, counselors will be eligible to receive their Counselor ID. *Rapid Test Method Training* will be provided on an as-needed basis, at the request of a contracted agency Testing Coordinator.

To be completed prior to *Rapid Test Method Training*:

- Review and complete the Program Training Checklist, including;
  - ✓ Complete disease subject review: *HIV, STD and Hepatitis Trainings* on-line module found at www.heartlandcenters.learnpublichealth.com. Bring a copy of the Certificate of Completion to the final Program training.
  - ✓ Review the Procedural Manual
  - ✓ Participate in counseling and testing with an experienced counselor from your agency. This may include observing/participating in counseling, testing, 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, HIV Antibody Test Request Form (lab slip), and entry into the HIV Test Form database. Counselors should be familiar with completing these forms for their agency, if appropriate.

When training attendees have completed the Training Checklist to the satisfaction of the contracted agency Testing Coordinator, the Coordinator will sign and submit the Training Checklist to the DHSS Program Coordinator. The DHSS Program Coordinator will assign a Counselor ID number and notify the agency.

Missouri law requires HIV infected individuals 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 behavior modification counseling for individuals who are reported to the Program as being in violation of the laws. DIS throughout Missouri provide ACS.

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 Glenda Gash, ACS Coordinator/designee, at glenda.gash@health.mo.gov.
  - If referral meets the program's criteria, the ACS Coordinator/designee will follow up.

Referral form for ACS, see Appendix 10.

http://www.cdc.gov/hiv/resources/guidelines/index.htm
Revised HIV Counseling and Testing Guidelines – CDC
HIV Partner Counseling and Referral Services Guidance – 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

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.moga.mo.gov/statutes/C400-499/4310000061.HTM
Consent for testing/treatment of a minor

https://www.sos.mo.gov/adrules/csr/current/19csr/19c20-26.pdf
Physician Human Immunodeficiency Virus (HIV) Test Consultation and Reporting

http://www.cdc.gov/hiv/dhap.htm
Divisions of HIV/AIDS Prevention – CDC

http://www.health.mo.gov/Lab/index.php
State Public Health Laboratory

http://www.orasure.com/products-infectious/products-infectious-oraquick.asp
OraQuick Advance HIV 1/2 Rapid Antibody Test

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

http://www.alere.com/us/en/product-details/clearview-complete-hiv-1-2.html
Alere - Clearview Complete HIV ½ Rapid 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

HIV RISK ASSESSMENT/CONSENT

CLIENT (SEAR NUMBER)

NAME	TELEPHONE NUMBER	DATE OF VISIT
ADDRESS	ZIP CODE	COUNTY
DATE OF BIRTH / AGE	☐ Male ☐ Female	☐ M ☐ S ☐ D ☐ W ☐ Sep ☐ SO ☐ Live-In
Race ☐ W ☐ B ☐ H ☐ API ☐ NA ☐ Undet. ☐ Other _____		

Test History

Have you been tested before?
NO _____
YES _____
Times: _____

Last Test
Where? _____
When? _____
Results
Negative _____
Positive _____
Equivocal _____
Unknown _____

Date of last sex? _____

How many sex partners have you had in the last six (6) months? _____

Is the client pregnant?
YES _____
NO _____
UNK _____

SEXUAL BEHAVIOR

Counselor: Mark date of last time

_____ Sex with male
Oral Perform _____ Receive _____
Anal Insert _____ Receive _____
Vag Insert _____
_____ Sex with female
Oral Perform _____ Receive _____
Anal Insert _____ Receive _____
Vag Insert _____ Receive _____
_____ Sex with HIV+ partner
_____ Sex with IDU
_____ Sex with high risk partner
risk _____
_____ Received drugs/money for sex
_____ Paid for sex
_____ Sexual assault/abuse

DRUG USE HISTORY / DATES

_____ Sex w/alcohol abuse
_____ Injected drugs
shared needles _____ (last time)
_____ Crack use
_____ Other drug use

COMMUNICABLE DISEASE / DATES

_____ Syphilis _____ TB
_____ Gonorrhea _____ + PPD
_____ Herpes _____ NGU
_____ Chlamydia _____ Hep __
_____ Warts _____ Other
_____ Trich

ADDITIONAL EXPOSURE

_____ Occupational exposure
_____ Tattoo / body piercing
_____ Neonatal / mother HIV +
_____ Other

BARRIER / CONDOM USAGE

☐ Always ☐ Sometimes ☐ Rarely/never

(Comment) (% of time)

CONSENT FOR THE HIV ANTIBODY TEST

By my signature on this form, I understand and give permission to be tested for evidence of HIV. If found to be HIV infected, I am aware that positive results are reported to the Missouri Department of Health and Senior Services, and that I will be offered case management services.

SIGNATURE OF CLIENT	DATE
SIGNATURE OF COUNSELOR	DATE
SITE OF TEST (IF AN OUTREACH TEST)	AGENCY

Post-test results to be given:

When _____ Where _____

Gave card to client with return information ☐ YES ☐ NO

Referrals: List agency, contact individual and date of referral.

_____ _____
_____ _____
_____ _____
_____ _____
_____ _____
_____ _____

Recommend Retest

Date _____

Post Test Session Date

_____

Counselor

_____

MO 580-1786 (4-03)

SHP-30

Attachment G

Appendix 1 Back

Pre-Test Comments

QUICK CHECK
Significant Issues:

*Condom usage _____
*Sex worker _____
*Transgender _____
*Multiple partners _____
*Anonymous sex _____
*Coming out issues _____
*Partner of HIV + _____
*Relationship issues _____
*Abuse _____
*Substance use _____
*Mental health issues _____
*Physical health issues _____
*Housing _____
*Food/clothing _____
*Employment _____

Risk Reduction Plan/Goals

Short Term:

Date _____
Counselor _____

Long Term:

Date _____
Counselor _____

MO 580-1766 (4-03)

SHP-59

Appendix 2

MISSOURI DEPARTMENT OF HEALTH
SECTION OF STD/HIV

STD MEDICAL ASSESSMENT

REGISTRATION SECTION

☐ VOLUNTEER ☐ SUSPECTED CONTACT
☐ EST. CONTACT: ☐ OTHER _____
ER ____ EPI ____

DATE | TIME

I.D. Checked ☐ YES ☐ NO

NAME | TELEPHONE NUMBER

☐ MARRIED ☐ SINGLE ☐ DIVORCED
☐ WIDOWED ☐ SEPARATED ☐ UNKNOWN
☐ SIGNIFICANT OTHER ☐ LIVE IN

ADDRESS (STREET, CITY, STATE, ZIP)

DATE OF BIRTH | AGE | SEX | RACE

☐ MALE ☐ FEMALE | ☐ WHITE ☐ BLACK ☐ HISPANIC ☐ _____

I hereby grant permission to the _____ to obtain specimens to perform tests for gonorrhea, syphilis, evidence of HIV infection (AIDS virus), and other sexually transmitted diseases. I freely accept the medical and laboratory services provided to me. I am fully aware that all positive test results will be reported to the Missouri Department of Health and, if HIV positive, I will be offered case management services.

PATIENT SIGNATURE ▶ | DATE | WITNESS ▶

MEDICAL SECTION

RISK EXPOSURE INFORMATION

NO	YES	
☐	☐	Sex with Male
☐	☐	Sex with Female
☐	☐	IV Drug User
☐	☐	Non-Injecting Drug User
☐	☐	Sex with Alcohol Abuse
☐	☐	Trade Sex for Drugs/Money
☐	☐	Sex Partner of Bisexual
☐	☐	Sex Partner of IV Drug User
☐	☐	Sex Partner of PWA/HIV+
☐	☐	Blood/Organ Recipient
☐	☐	Victim of Sexual Assault
☐	☐	Occupational Exposure
☐	☐	Other _____

History:	When/Where	
☐	☐	TB or + Skin Test _____
☐	☐	Hepatitis (type) _____
☐	☐	Hepatitis B Vaccinated _____

PATIENT HISTORY

Date of last sex exposure: _____

How many sex partners in last 6 months: _____

NO	YES	
☐	☐	**Discharge**, duration _____
☐	☐	**Dysuria**
☐	☐	Abdominal or Groin Pain
☐	☐	Lesion(s)
☐	☐	Rash(es)
☐	☐	Pruritis
☐	☐	Pharyngitis
☐	☐	Weight Loss/Diarrhea
☐	☐	Lymphadenopathy
☐	☐	Night Sweats
☐	☐	Gross Fatigue
☐	☐	Drug Allergy _____
☐	☐	Antibiotics Last 30 days: Reason: _____
☐	☐	Meds currently taking: _____
☐	☐	History of Syphilis: Where: _____ When: _____
☐	☐	History of other STDs: _____

Female

NO	YES	
☐	☐	History of PID Date _____
☐	☐	Normal Menstrual History LMP ____/____/____

Contraception:

☐ BCP ☐ Condom
☐ Diaph. ☐ IUD
☐ BTL ☐ None
☐ Foam ☐ Other _____

CLINICAL EXAMINATION

☐ PE ☐ Not Done

NO	YES	
☐	☐	Discharge _____
☐	☐	Cervical Motion Tenderness
☐	☐	Adnexal Tenderness
☐	☐	Lesion(s) _____
☐	☐	Rash(es) _____
☐	☐	Warts
☐	☐	Adenopathy
☐	☐	Other _____

LABORATORY

☐ GC Gram Stain _____ ☐ Chl. Assay _____
☐ U. GC Culture _____ ☐ RPR _____
☐ C. GC Culture _____ ☐ TP-PA _____
☐ O. GC Culture _____ ☐ Darkfield _____
☐ R. GC Culture _____ ☐ HIV _____
☐ Wet Prep _____ ☐ Other _____
☐ KOH _____ ☐ Other _____

HIV INFORMATION

Previously Tested?
☐ No ☐ Unknown
☐ Yes, Neg. ☐ Yes, Positive
☐ Yes, Incom. ☐ Yes, Unknown

☐ Date posttest counseled _____

☐ Posttest counselor _____

☐ Diagnosis _____	Confirmed? ☐ YES ☐ NO	Treatment _____
☐ Diagnosis _____	Confirmed? ☐ YES ☐ NO	Treatment _____
☐ Diagnosis _____	Confirmed? ☐ YES ☐ NO	Treatment _____

INSTRUCTIONS
☐ Call _____
☐ RTC _____

FOLLOW-UP
☐ Yes
☐ No

Examiner _____

Reviewer _____

MO 580-1788 (11-96) SEE REVERSE FOR DIAGNOSIS CHOICES, EXAM DIAGRAMS, AND COMMENTS/REFERRALS SHP-38

Attachment G

Appendix 2 Back

DIAGNOSIS CHOICES

Chlamydia
Bacterial Vaginosis
Genital Warts
Gonorrhea
Herpes Simplex
Molluscum Contagiousum
Mucopurulent Cervicitis (MPC)
Nongonococcal Urethritis (NGU)
Pelvic Inflammatory Disease (PID)
Pubic Lice
Scabies
Syphilis
Trichomoniasis
Yeast

Exposed to _____
Other _____

DIAGRAMS

MALE

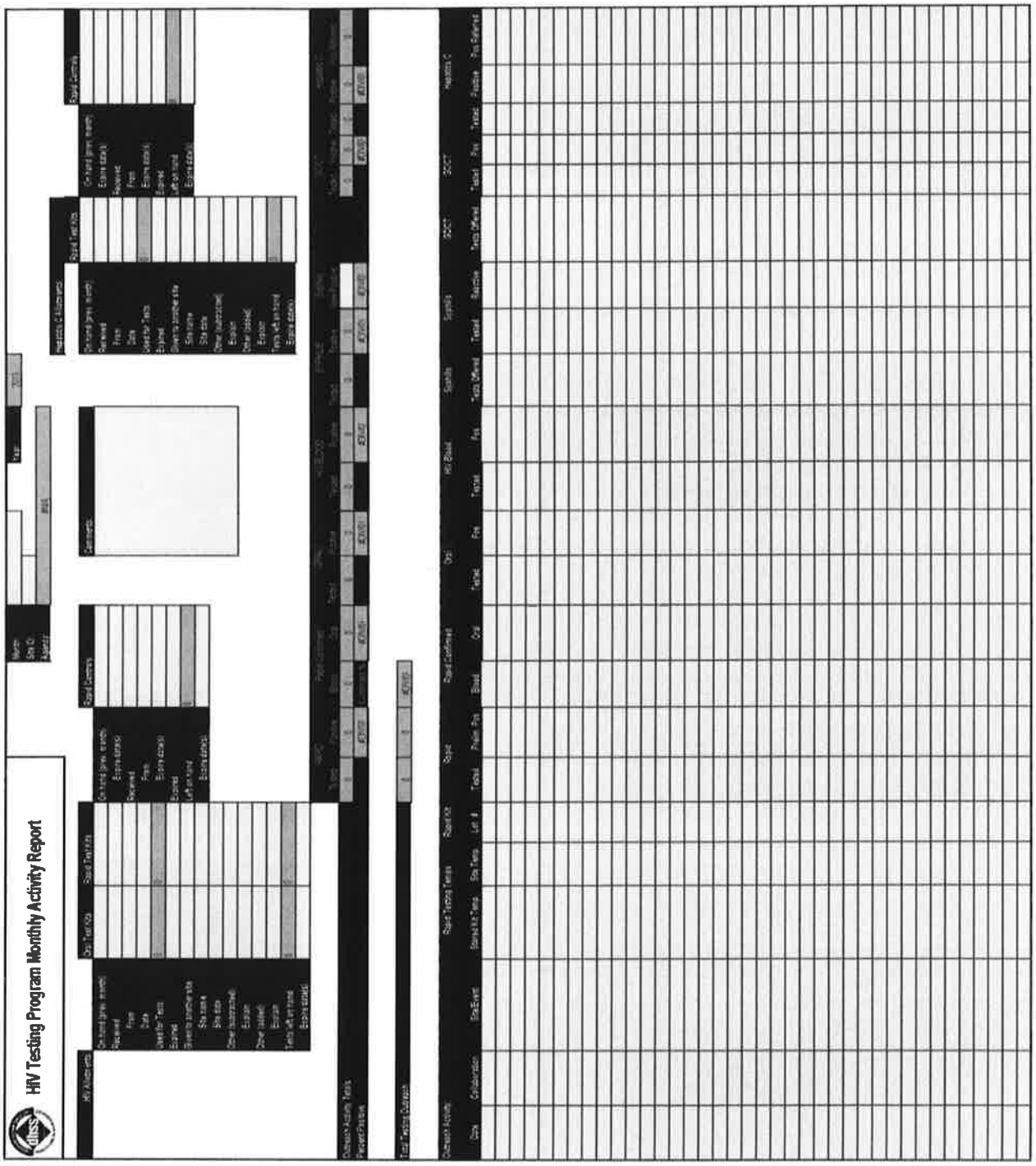
FEMALE

Cervix

COMMENTS/REFERRAL _____

MONTHLY ACTIVITY REPORT

Appendix 3



Appendix 4

Save | Print | Reset

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	MI
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 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

Revised 1/2008

Attachment G

Appendix 6

Rapid Testing Temperature Log
CLEARVIEW COMPLETE

Thermometer location _____

Month/year _____

☐ **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

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

Rapid Testing Temperature Log

ORAQUICK

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

INTERVENTION/PREVENTION SERVICES

26. [Y] [N] Patient (or Parent/Guardian) Informed of HIV Infection Status [Y] [N] Physician Requests Support/Referral Information Services

[Y] [N] Physician Has Performed Spousal Notification [Y] [N] Patient is Receiving Treatment for HIV/AIDS

[Y] [N] Physician Requests Partner Notification Assistance If Yes, ☐ Antiretroviral ☐ OI Prophylaxis

27. **PATIENT'S MEDICAL TREATMENT PRIMARILY REIMBURSED BY:**

☐ Private Insurance, HMO ☐ Medicaid Managed Care ☐ Medicare ☐ No Coverage

☐ Private Insurance, Non HMO ☐ Medicaid Fee-for-Service ☐ Self Pay ☐ Other: _____

28. **PROVIDER/PHYSICIAN NAME, ADDRESS, TELEPHONE:**

29. **PERSON COMPLETING HIV REPORT:** 30. **DATE:**

31. **COMMENTS:**

Health Department Use Only: Type of Report: V S

Initial Source: _____ Report Source: _____

NIR Y O Date ____ / ____ / ____ Initials _____

To Report Confirmed HIV/AIDS Infection (within 3 Days of Diagnosis) or Obtain Additional Report Forms, Contact the Missouri Department of Health and Senior Services or Appropriate City Health Department (Addresses Below)

SUBMIT REPORT TO:

Missouri Department of Health & Senior Serv. - BHSH
930 Wildwood, P.O. Box 570
Jefferson City, MO 65102-0570
Tel: (573) 751-6463

Kansas City Health Department
Suite 2200, Surveillance Unit
2400 Troost Ave., Kansas City, MO 64108
Tel: (816) 513-6364

St. Louis Dept. of Health and Hospitals
Surveillance Unit
634 No. Grand Blvd., St. Louis, MO 63103
Tel: (314) 612-5188

MO 580-1641 (8-07) SHP-22

PROVIDER'S CONFIDENTIAL REPORT OF HIV/AIDS INFECTION

PATIENT INFORMATION

1. PATIENT ID NUMBER *(FROM LAB SLIP)*

2. PATIENT NAME *(LAST, FIRST, MI)*

3. ADDRESS *(STREET, APT. #, P.O. BOX NO.)*

CITY, STATE, ZIP CODE

COUNTY | 4. TELEPHONE ( )

5. SS # | 6. DCN #

7. DATE OF BIRTH | 8. AGE | 9. MARITAL STATUS [S] [M] [D] [W] | 10. SEX [M] [F]

11. RACE ☐ White ☐ Black ☐ Asian/Pacific Is. ☐ Am. Indian/AK Native ☐ Other: | 12. Hispanic Ethnicity ☐ Yes ☐ No

13. VITAL STATUS ☐ Living ☐ Deceased – Date of Death: ___ / ___ / ___

14. COUNTRY OF BIRTH ☐ U.S. ☐ Other: _____ ☐ Unknown

PATIENT HISTORY

15. **AFTER 1977, THIS PATIENT HAD:** *(CHECK ALL THAT APPLY)*

Y	N	
☐	☐	Sex With Male
☐	☐	Sex With Female
☐	☐	Injected Non-Prescription Drugs
☐	☐	Received Clotting Factor ☐ VIII ☐ IX ☐ Other: _____
☐	☐	Blood Transfusion: First ____ / ____ Last ____ / ____
☐	☐	Worked In Health Care Setting: Occupation: _____
☐	☐	Recipient Of Tissue/Organs/Artificial Insemination Date: ____ / ____

HETEROSEXUAL RELATIONS WITH:

☐	☐	Injection Drug User
☐	☐	Bisexual Male (Female Only)
☐	☐	Person With Hemophilia/Coagulation Disorder
☐	☐	Transfusion/Transplant Recipient With Documented HIV Infection
☐	☐	Person With AIDS/HIV Infection Whose Risk Is Not Known

16. **FOR PEDIATRIC/PERINATAL CASES**

[Y] [N] IF < 13 YEARS OF AGE, MOTHER WITH HIV/AIDS?

If Yes, Mother's Name: _____ Mother's DOB: ____ / ____ / ____

If Newborn, Date Anti-Retroviral Therapy for HIV Prevention Began: ____ / ____ / ____

17. **FOR ADULT FEMALES** Hepatitis B: HBsAg ☐ Pos ☐ Neg

[Y] [N] Patient is Currently Pregnant EDC: ____ / ____ / ____

If Yes, Week of Pregnancy Antiretroviral Therapy Began: _____

☐ ZDV (AZT) ☐ Other: _____

Number of Live-Born Infants Delivered in the Last 18 Months: _____

Provide Birth Information for Most Recent Birth(s):

DOB: ____/____/____ Birth Hospital: _____ Breastfed [Y] [N]

DOB: ____/____/____ Birth Hospital: _____ Breastfed [Y] [N]

MO 580-1641 (8-07) *(CONTINUED)* SHP-22

LABORATORY DATA

18. CURRENT HIV TEST(s)

HIV Antibody Tests:	Pos	Neg	Incon-clusive	Not Done	TEST DATE MM/DD/YY
HIV-1 EIA	☐	☐	☐	☐	___/___/___
HIV-1 Western Blot/IFA	☐	☐	☐	☐	___/___/___
HIV-1/HIV-2 Combination EIA	☐	☐	☐	☐	___/___/___
Other: _____	☐	☐	☐	☐	___/___/___

HIV Antibody Test Specimen Was:
☐ Serum ☐ Oral Fluid ☐ Urine ☐ Other: _____

HIV Detection Tests:	Pos	Neg	Incon-clusive	Not Done	TEST DATE MM/DD/YY
PCR, DNA or RNA Probe	☐	☐	☐	☐	___/___/___
Culture	☐	☐	☐	☐	___/___/___
Antigen Test	☐	☐	☐	☐	___/___/___
Other: _____	☐	☐	☐	☐	___/___/___

HIV VIRAL LOAD TESTING: (Record most recent testing) TEST DATE MM/DD/YY
☐ Detectable ☐ Non-Detectable
Test Type* Copies/ml ___/___/___
Type 11. NASBA (Organon) 12. RT-PCR (Roche) 13. bDNA (Chiron) 16. Other 19. Unspecified

19. TESTING LABORATORY NAME(S), ADDRESS(ES), TELEPHONE NUMBER(S):

20. IF HIV TESTS ARE NOT DOCUMENTED, IS HIV DIAGNOSED BY A PHYSICIAN?
[Y] [N] **If Yes, Diagnosis Date:** ___/___/___
Provider: _____ City/State: _____

21. [Y] [N] **Patient is Past or Present HIV Vaccine Trial Participant**

22. PREVIOUS HIV TEST? [Y] [N] **If Yes,** Most Recent Result: [P] [N] [In]
Type of Test: ☐ Antibody ☐ Antigen ☐ PCR ☐ Culture
☐ Qualitative PCR ☐ Quantitative PCR (VL)
☐ Other (specify) _____ Test Date: ___/___/___
Provider: _____
City/State: _____

If Previously Tested, Reason for Retest:
☐ Case Management Eligibility ☐ Medicaid/Medicare Eligibility
☐ High Risk Negative ☐ Client Request
☐ Confirm Diagnosis ☐ Other: _____

23. CD4+ LYMPHOCYTE COUNT: TEST DATE MO/YR
Most Recent CD4+ Count [ ][ ][ ][ ] cells/µL ___/___
CD4+ Percent [ ][ ] % ___/___
First CD4+below 200µL or 14% [ ][ ][ ][ ] cells/µL ___/___
(If Known) [ ][ ] % ___/___

MO 580-1641 (8-07) SHP-22

CLINICAL STATUS

24. [Y] [N] **PATIENT MEDICALLY EVALUATED? If Yes, Check All That Apply**
☐ Asymptomatic
☐ Symptomatic, No History of AIDS-Defining Illness
☐ CD4+ is now or has been <200/14%
☐ Symptomatic, AIDS-Defining Illness Diagnosed

	Def.	Pres.	Mo/Yr
• Candidiasis, bronchi, trachea, lungs	☐	☐	___/___
• Candidiasis, esophageal	☐	☐	___/___
• Carcinoma, invasive cervical	☐	☐	___/___
• Coccidioidomycosis, disseminated or extrapulmonary	☐	☐	___/___
• Cryptococcosis, extrapulmonary	☐	☐	___/___
• Cryptosporidiosis, chronic intestinal	☐	☐	___/___
• Cytomegalovirus disease (other than liver, spleen, or nodes)	☐	☐	___/___
• Cytomegalovirus retinitis (vision loss)	☐	☐	___/___
• HIV encephalopathy	☐	☐	___/___
• Herpes simplex: chronic ulcer(s); or bronchitis, pneumonitis, esophagitis	☐	☐	___/___
• Histoplasmosis, dissem. or extrapulm.	☐	☐	___/___
• Isosporiasis, chronic intestinal (>1 mo)	☐	☐	___/___

	Def.	Pres.	Mo/Yr
• Kaposi's sarcoma	☐	☐	___/___
• Lymphoma, Burkitt's (or equivalent)	☐	☐	___/___
• Lymphoma, immunoblastic (or equiv.)	☐	☐	___/___
• Lymphoma, primary in brain	☐	☐	___/___
• *M. avium* complex or *M. kansasii*, disseminated or extrapulmonary	☐	☐	___/___
• *M. tuberculosis*, pulmonary	☐	☐	___/___
• *M. tuberculosis*, dissem. or extrapulm.	☐	☐	___/___
• *Mycobacterium*, of other or unidentified species, dissem. or extrapulm.	☐	☐	___/___
• *Pneumocystis carinii* pneumonia	☐	☐	___/___
• Pneumonia, recurrent in 12 mo period	☐	☐	___/___
• Progressive multifocal leukoencephalopathy	☐	☐	___/___
• *Salmonella* septicemia, recurrent	☐	☐	___/___
• Toxoplasmosis of brain	☐	☐	___/___
• Wasting syndrome due to HIV	☐	☐	___/___

Pediatric: *(Additional Indicator Diseases)*

• Bacterial infections, multiple or recurrent, (incl. *Salmonella* septicemia)	☐	___/___
• Lymphoid interstitial pneumonia and/or pulmonary lymphoid hyperplasia	☐	___/___

25. If AIDS, Facility of Diagnosis: _____
City/State: _____
☐ Public ☐ Private ☐ Federal

TYPE OF FACILITY WHERE AIDS WAS DIAGNOSED: *(Check One)*
☐ Hospital Inpatient ☐ Hospital Outpatient ☐ Public Clinic
☐ Physician's Office ☐ Other: _____

Def. = definitive diagnosis Pres. = presumptive diagnosis Mo/Yr = date of initial diagnosis

MO 580-1641 (8-07) *(CONTINUED ON BACK)* SHP-22

Appendix 9

HIV TESTING PROGRAM TRAINING CHECKLIST

New Counselor Name: _____

Agency Name: _____

Completed and Verified by: _____
(HIV Testing Program Coordinator signature)

---

* The following requirements must be completed prior to a new counselor receiving their counselor number. New counselors should complete as many requirements as possible prior to attending Rapid Test Method Training, Including Giving Preliminary Positive Results.

- ☐ COMPLETED HEARTLAND MODULE - HIV,STD AND HEPAITIS TRAININGS
- ☐ REVIEWED HIV TESTING PROGRAM MANUAL
- ☐ OBSERVED COUNSELING SESSIONS (HOW MANY____)
- ☐ OBSERVED ROUTINE SCREENING SESSIONS (HOW MANY_____)
- ☐ OBSERVED NEGATIVE RESULTS SESSIONS (HOW MANY_____)
- ☐ OBSERVED RAPID CONTROLS BEING RUN (HOW MANY_____)
- ☐ OBSERVED RAPID TESTING (HOW MANY_____)
- ☐ CONDUCTED A COUNSELING SESSION (HOW MANY_____)
- ☐ CONDUCTED A ROUTINE SCREENING SESSION (HOW MANY_____)
- ☐ DELIVERED NEGATIVE TEST RESULTS (HOW MANY_____)
- ☐ PERFORMED RAPID TESTING (HOW MANY_____)
- ☐ COMPLETED HIV ANTIBODY TEST REQUEST FORM (LAB SLIP)

---

* Only counselors that will perform the following tasks at your facility need to complete the following requirements:

- ☐ OBSERVED PRELIMINARY POSITIVE RESULTS SESSIONS (HOW MANY_____)
- ☐ DELIVERED PRELIMINARY POSITIVE RESULTS (HOW MANY_____)
- ☐ ENTRY INTO HIV TEST FORM DATABASE
- ☐ COMPLETED MONTHLY ACTIVITY REPORT
- ☐ COMPLETED RAPID TEMPERATURE LOGS
- ☐ RAN CONTROLS ON RAPID TEST

Advanced Counseling Services Form

Gail Vasterling Director — Jeremiah W. (Jay) Nixon, Governor

REFERRAL FOR ADVANCED COUNSELING SERVICES

Person/Client Referred: _____ 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: _____ Work Phone: _____
Complainant/Relationship to Client/Contact Info: _____
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: Glenda Gash HPR III (ACS Coordinator) (816) 521-7743
Leslie Whitson (Sr. Epi. Specialist) (816) 350-5414
Completed Form: glenda.gash@health.mo.gov

www.health.mo.gov

Healthy Missourians for life.

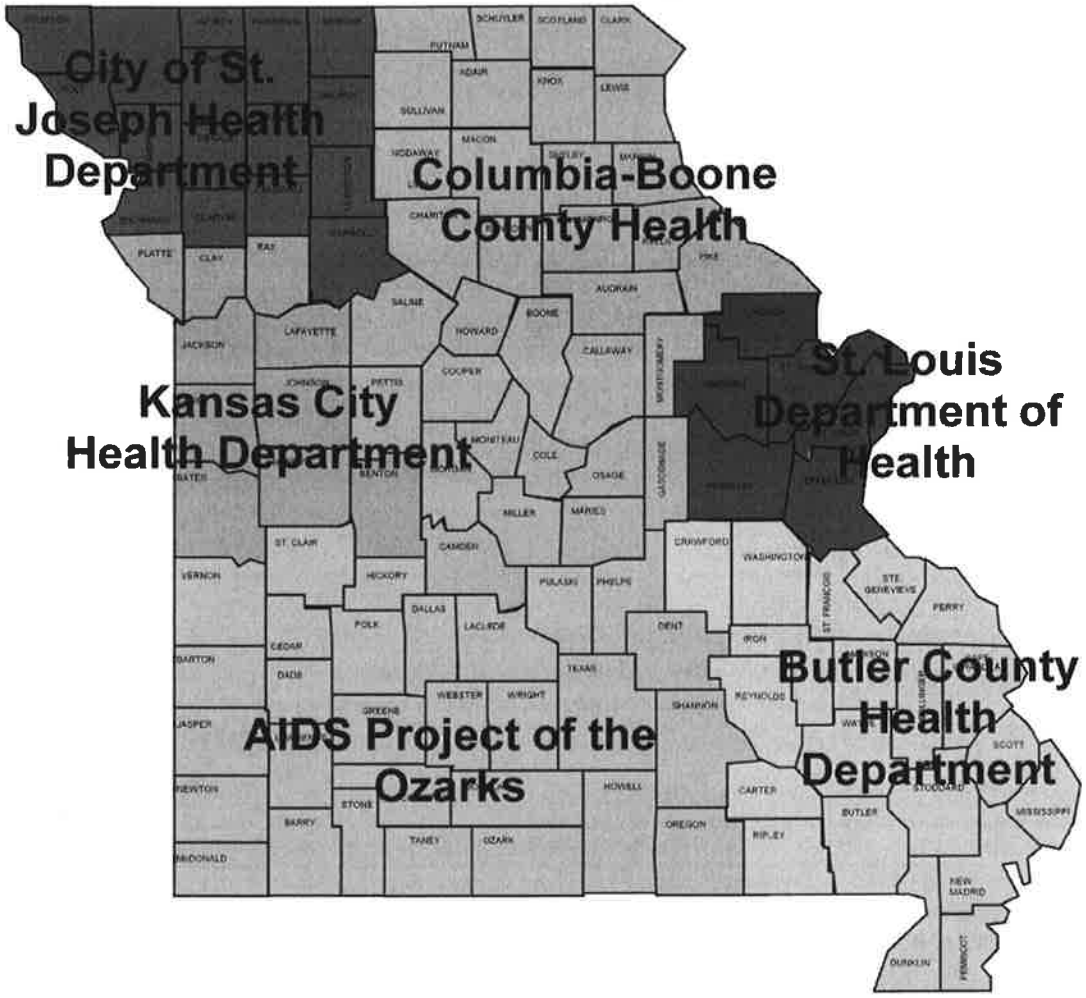
The Missouri Department of Health and Senior Services will be the leader in promoting, protecting and partnering for health.

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER: Services provided on a nondiscriminatory basis.

Revised: 2/19/2014

Appendix 11

Missouri HIV Testing Program Sites



City of St. Joseph Health Department
904 S. 10th St.
St. Joseph, MO 64503
(816)271-4729 FAX (816)271-4834
Amy Babcock ababcock@ci.st-joseph.mo.us

Columbia-Boone County Health
1005 W. Worley
Columbia, MO 65203
(573)874-6331 FAX (573)874-7758
Michelle Riefe **meriefe@gocolumbiamo.com**

Kansas City Health Department
2400 Troost Suite 2000
Kansas City, MO 64108
(816)513-6119 FAX (816)513-6224
Lesha Dennis lesha.dennis@kcmo.org

AIDS Project of the Ozarks
1901 E. Bennett Suite D
Springfield, MO 65804
(417)881-1900 FAX (417)881-1237
Bob Holtkamp rwhapo@gmail.com

St. Louis Department of Health
1520 Market Street Rm 4027
St. Louis, MO 63103
(314)612-5188 FAX (314)612-5876
Interim - Margaret Robinson
RobinsonmA@stlouis-mo.gov

Butler County Health Department
1619 North Main St.
Poplar Bluff, MO 63901
(573)785-8478 FAX (573)785.-825
Crystal Robinson robinc@lpha.mopublic.org

Appendix 12

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

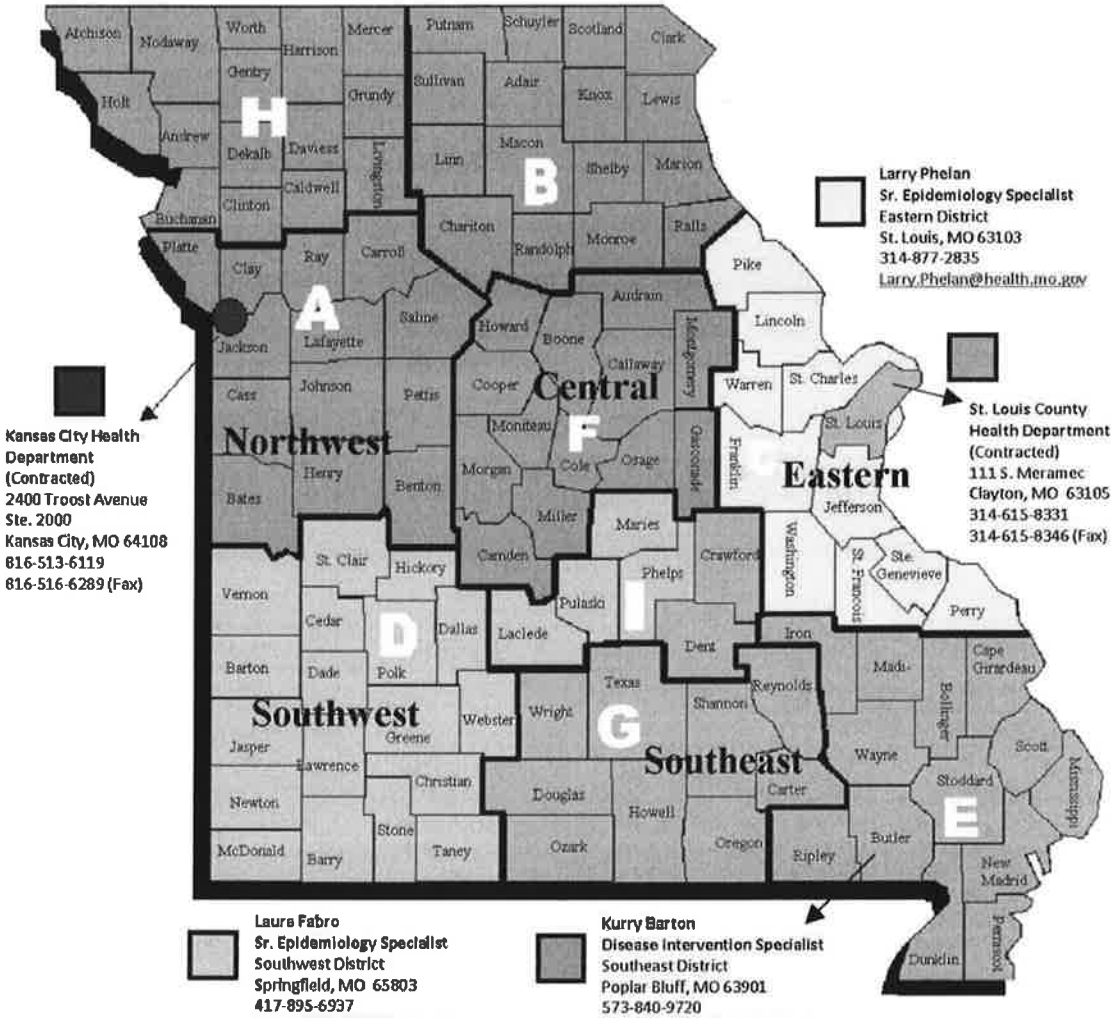
Bureau of HIV, STD, and Hepatitis
STD Program Jurisdiction
2014

Ken Palermo
Bureau Chief
573-751-6431
Ken.Palermo@health.mo.gov

Ingrid Denney
Prevention Programs Coordinator
417-895-6909
Ingrid.Denney@health.mo.gov

Craig Highfill
DIS Program Coordinator
573-751-6129
Craig.Highfill@health.mo.gov

Leslie Whitson
Sr. Epidemiology Specialist
Northern District
Independence, MO 64055
816-350-5414
Leslie.Whitson@health.mo.gov



Larry Phelan
Sr. Epidemiology Specialist
Eastern District
St. Louis, MO 63103
314-877-2835
Larry.Phelan@health.mo.gov

St. Louis County Health Department
(Contracted)
111 S. Meramec
Clayton, MO 63105
314-615-8331
314-615-8346 (Fax)

Kansas City Health Department
(Contracted)
2400 Troost Avenue
Ste. 2000
Kansas City, MO 64108
816-513-6119
816-516-6289 (Fax)

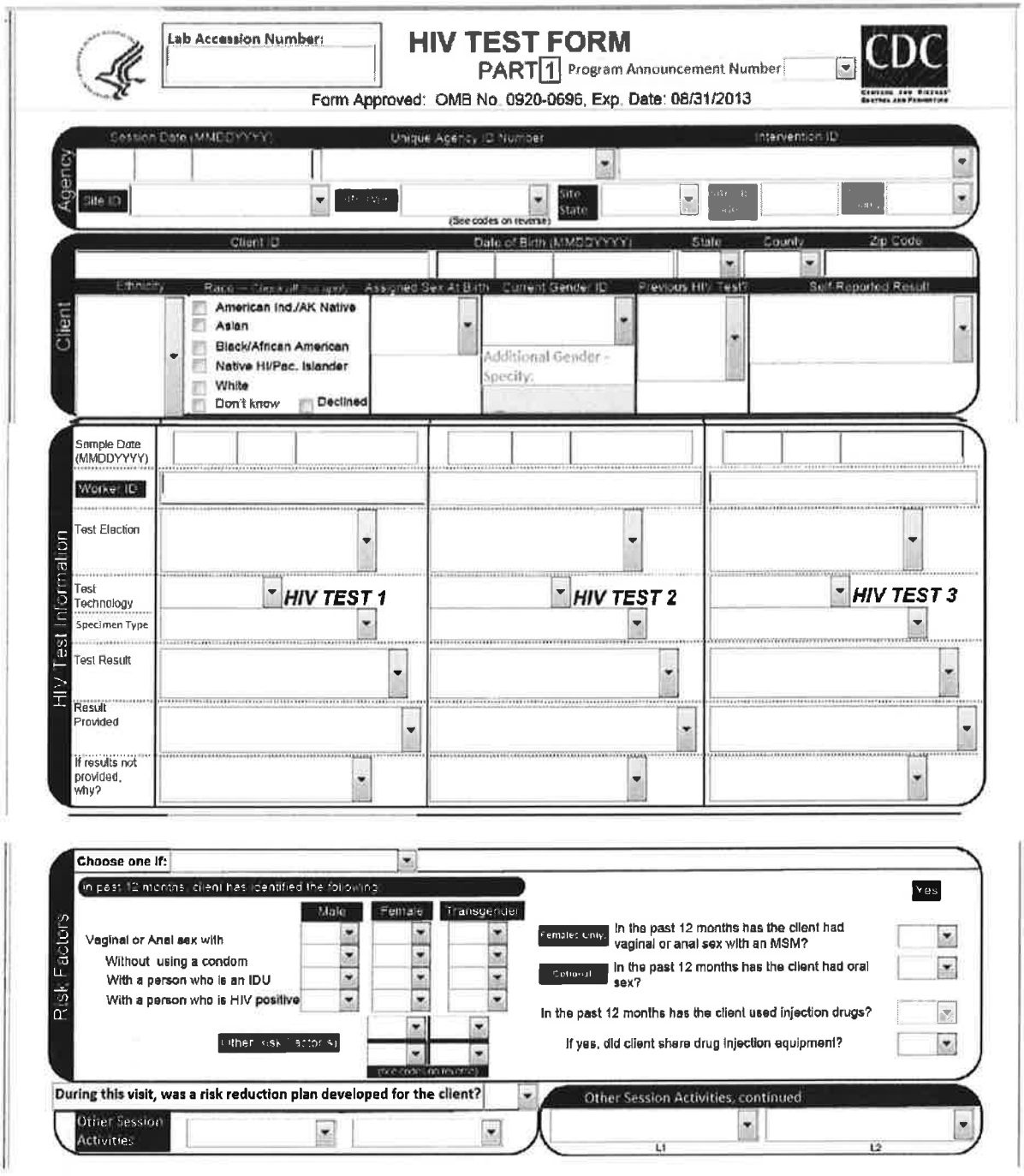
Laura Fabro
Sr. Epidemiology Specialist
Southwest District
Springfield, MO 65803
417-895-6937
Laura.Fabro@health.mo.gov

Kurry Barton
Disease Intervention Specialist
Southeast District
Poplar Bluff, MO 63901
573-840-9720
Kurry.Barton@health.mo.gov

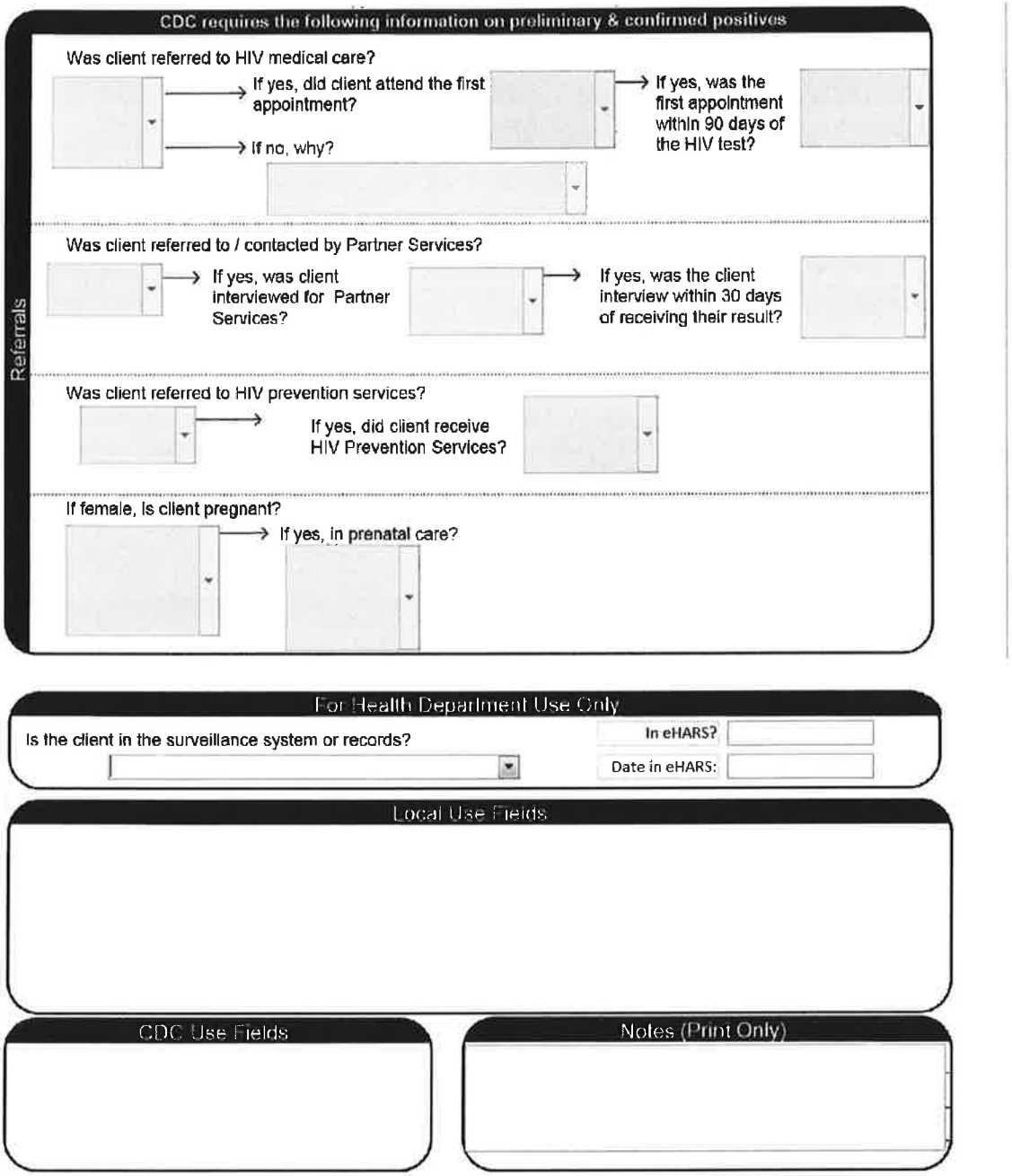
Revised March 2014

Missouri Department of Health and Senior Services HIV Testing Database

HIV Test Form (Data Entry Form)



Last updated September 29, 2015

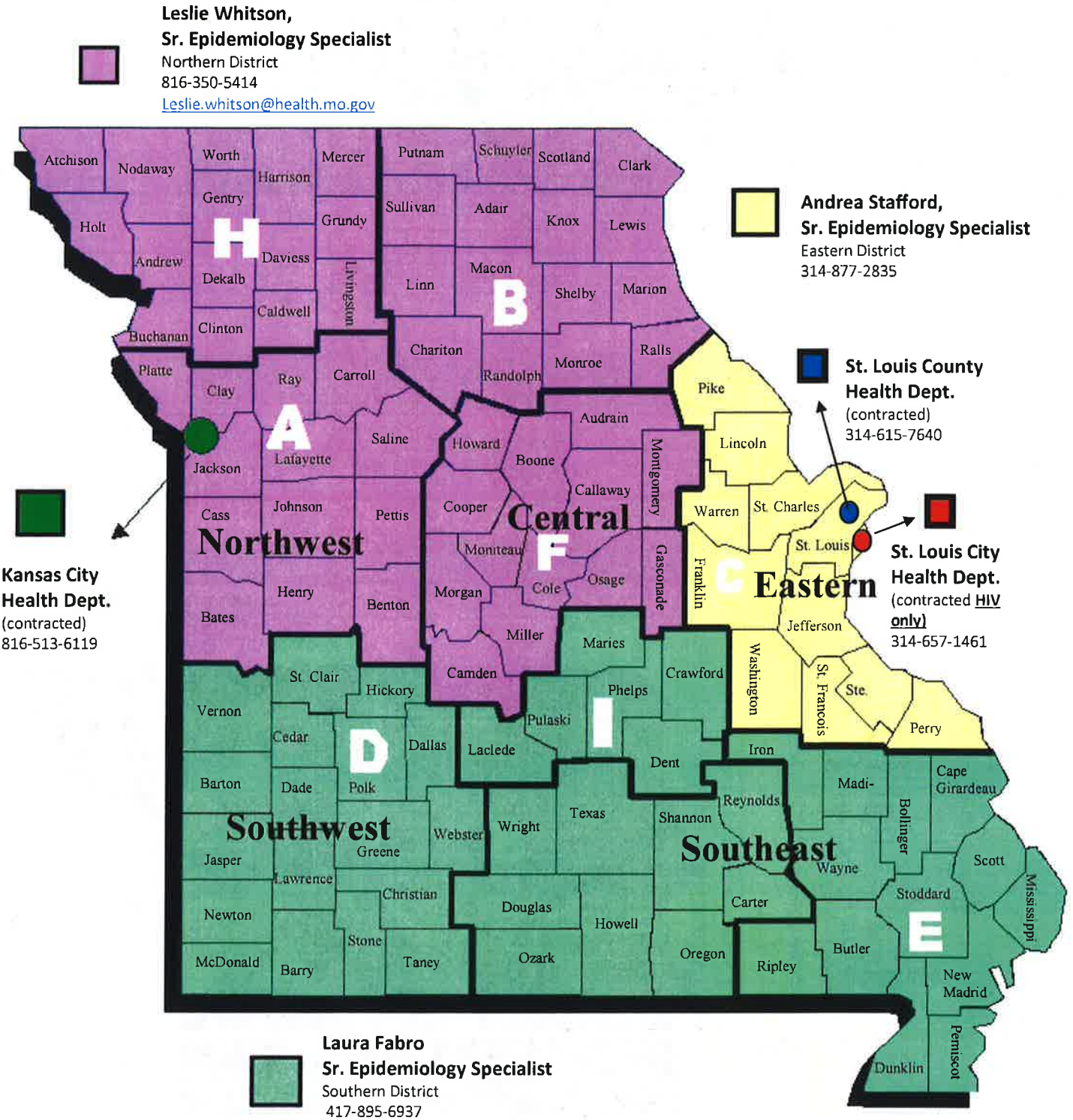

CDC requires the following information on preliminary & confirmed positives
Referrals
Was client referred to HIV medical care?
If yes, did client attend the first appointment?
If yes, was the first appointment within 90 days of the HIV test?
If no, why?
Was client referred to / contacted by Partner Services?
If yes, was client interviewed for 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?
For Health Department Use Only
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 Program Jurisdiction
2016

Nicole Massey, Bureau Chief
573-526-2610
Nicole.Massey@health.mo.gov

Craig Highfill,
DIS Program Coordinator
314-877-0245
craig.highfill@health.mo.gov



Revised January 2016

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 Distribution Tool Kit

Introduction

With the shift in emphasis in the National HIV Strategy, the role of condoms in prevention has taken a new direction. Formerly, placing condoms at bars and other locations was categorized as an "Other Intervention". It was seen more as a support to prevention efforts rather than a significant intervention in itself. As one may suspect, this is not renaming something one did previously, but involves changes in approach and aspects of such an intervention. This Toolkit is meant to assist you in developing all the aspects involved in conducting this new structural level intervention according to directives provided by the CDC.

ESSENTIAL ELEMENTS OF CONDOM DISTRIBUTION PROGRAMS

1. Provide condoms free of charge.
2. Conduct wide-scale distribution.
3. Implement a social marketing campaign to promote condom use (by increasing awareness of condom benefits and normalizing condom use within communities).
4. Conduct both promotion and distribution activities at the individual, organizational, and environmental levels.
5. Target:
   a. individuals at high risk,
   b. venues frequented by high-risk individuals,
   c. communities at greatest risk for HIV infection, especially those marginalized by social, economic, or other structural conditions, or
   d. the general population within jurisdictions with high HIV incidence.
6. Supplement the condom distribution program with more intense risk reduction interventions or other prevention or health services for individuals at highest risk. Integrate distribution program activities within other community-level intervention approaches to promote condom use and other risk reduction behaviors.
7. Establish organizational support for condom distribution and promotion activities in traditional and non-traditional venues.
8. Conduct community-wide mobilization efforts to support and encourage condom use.

Condom Distribution Guidelines

The national strategy prioritizes as a deliverable, condom distribution and access for HIV positive populations. In addition it can be done for HIV high risk populations. It is

important to review the vision the National Strategy has in mind and the ways we may want to focus our distribution. To find some places and leave condoms is NOT what the grant or strategy has in mind. It is to be a more integrated approach.

Social Marketing
You want to have a concurrent social marketing strategy to accompany your distribution. As we know funding is tight, in regards to HIV positive populations you want to at least do one or more of the following

- Advertise on your website where condoms are available through your program
- Every intervention you do with any positive populations you have condoms available and accessible
- Print business cards with location info on distribution sites. Create a plan on where you want to distribute these, and to whom, based on their contact with HIV+ persons
- Develop at a minimum a slogan for your campaign, and preferably a logo. This should become part of your marketing on your website, business cards, etc (See Washington DC HD for their condom distribution campaign).
- Educate your prevention partners and other referral sources about the condom distribution program and sites

You want to publicize a prevention message endorsing the value/usage of condoms and then immediately tell people where to find them. Think of this like a commercial that gets you excited about a product – a coffee maker, a style of clothes and then tells you where you can go today to get the product.

A mutli- media resource use is best. This combines many traditional print marketing approaches with the new media tools now available.

First off let's quickly review all the different types of social marketing available.

Print: Flyers, posters, cards, billboards, packaging etc.

Airwaves: TV, Radio

New Media - In addition to these there are tools from the new media. The CDC website on the new media can be helpful in this regard, which can be accessed at http://aids.gov/using-new-media/basics/what-is-new-media/ Here is how the site defines social media

> We define "**new media**" as interactive forms of communication that use the Internet, including podcasts, RSS feeds, social networks, text messaging, blogs, wikis, virtual worlds and more! New media makes it possible for *anyone* to create, modify, and share content and share it with others, using relatively simple tools that are often free or inexpensive. New media requires a computer or mobile device with Internet access.

Here is a list provided on the CDC's webpage on the new media, and when you access the site, it will explain any in the list below you are unfamiliar with:

- Blogs
- eCards
- Mashups
- Mobile
- Photo Sharing Sites
- Podcasts
- QR Codes
- RSS Feeds
- Social Bookmarking
- Social Network Sites
- Text Messaging
- Twitter
- Video Games
- Video Sharing Sites
- Virtual Worlds
- Webcasts/ Webinars
- Wikis
- Widgets

This means that social marketing has to be part of the program design of condom distribution. The focus of this social marketing program will be twofold: to endorse condom usage, and inform the community where condoms are available. We will also need the community's support in the sense of getting permissions to distribute condoms in areas the community frequents

As you plan your program there are some key questions you need to consider:

- What are the messages you want to endorse – i.e. what messages support condom usage and normalize it for the community you are serving?

- How frequently do you want to rotate your various messages?

Sites

Your primary focus is HIV positive populations per the statewide target populations. MO has additionally decided to extend this program to High Risk Negatives. Here are some additional ideas on how to do this

- Use your epi data especially in the two major metros, to determine where the highest concentration of HIV+ people live. If possible adopt the St. Louis model that uses a zip code map. Ideally this would be prioritized by a map of communal viral loads, but at this time we can at least begin with zip codes where HIV+ persons live in large numbers, esp in the 2 metros and possibly Springfield.
- For rural areas, doctor's offices and clinics that are primary providers to HIV+ persons and case management offices can be priority sites. Also if you have support groups, insure they are always present each week.
- Where will the community most frequently and easily access condoms?
- Based on the sites you select, what kind of permissions will you need and from whom?
- Based on the site, what is the best way to distribute condoms – as safe sex kits, condoms alone, different kinds of condoms or not, what kind of containers will you need and how many per site, etc.?
- Where is the best place to place the condoms at each site?
- How are you going to display the condoms/kits to they attract attention for your target population? How are you going to advertise that condoms are available at this site, once a person enters it?
-

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

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 evaluations per key informant interviews 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

Consider these as you DESIGN, MANAGE and MONITOR your program.

DESIGN

Your strategic planning process should consider these factors.

Policy
Identify local laws, policies, or practices that may support or hinder your program.

Resources and Partners
Develop a process for identifying and engaging appropriate community partners and agencies that plan, implement, manage, or provide resources to support your program.

Cost and Scale
Calculate the costs and determine the scale of your program

Target Audience
Successful programs should target the following:

1. individuals at high risk,
2. venues frequented by high-risk individuals,
3. communities at greatest risk for HIV infection, and
4. the general population within jurisdictions with high HIV incidence.

Obstacles
Identify challenges to reaching members of vulnerable or hard-to-reach populations as well as strategies to overcome those challenges.

Objectives
Define your programmatic objectives, key indicators for measuring performance, and how that data will be collected. Key indicators to consider are:

1. number of condoms distributed.
2. number of agencies, venues, or settings where free condoms are distributed, and
3. estimated number of audience impressions from campaign messages.

MANAGE

Your management plan should consider these factors.

Reduce administrative burden
To increase the efficacy and reach of your program, consider integrating it within your existing risk reduction interventions, prevention activities, or health services for those at risk.

Keep a high profile
Condom distribution as part of HIV testing outreach programs or individual, group, community level interventions can promote both condom use and other risk reduction behaviors.

MONITOR

Sustain and improve your efforts.

Ask these questions:

- Is the program reaching the target audience?
- Is the program increasing condom availability, accessibility, and acceptability in a way that reflects your contract's scope of work?

- Are the products being distributed appropriate for the community?
- Are your condom distribution activities taking place in the venues you intended?
- How many condoms and other products have been distributed?
- What steps have you taken to remove barriers that prevent members of your target audiences from accessing condoms?

Centers for Disease Control and Prevention, Division of HIV/AIDS Prevention. (2010). "Condom Distribution as a Structural Level Intervention," a Factsheet.

Condom Distribution Programs

Examples of Community-Based Programs

Chicago Female Condom Campaign

Sponsored by the AIDS Foundation of Chicago, the Chicago Female Condom Campaign provides resources for both women and men designed to promote use of the female condom. Along with contact information and information about the campaign, the website features clearly labeled and easy to navigate tabs, such as *Get Informed, Get Female Condoms, and Get Skills.*

Within those tabs, the website provides a variety of sexual education materials, including basic facts about the female condom, why its use is important, its application for gay men, and even instructional videos demonstrating how to properly use the female condom for vaginal or anal sex. Their website also provides a listing of organizations in the Chicago area that provide free condoms along with a downloadable spreadsheet with contact and location information for each agency.

In addition, the Chicago Female Condom Campaign has a wide variety of training materials for providers, including PowerPoint presentations, brochures and vaginal training models,

and tips for helping clients use female condoms. The Campaign even hosts trainings for case managers, prevention educators, and other health care providers.

Finally, the website's News tab features a video clip of Fox Chicago news coverage of the Campaign, along with dozens of additional stories from a variety of media sources.

Stop AIDS Project

STOP AIDS PROJECT Managed by the San Francisco AIDS Foundation, the Stop AIDS Project has given away millions of condoms and packets of lubrication since its inception in 1997. The project provides condoms to individuals, businesses, agencies and organizations in the City and County of San Francisco. Their website provides basic information about the program and information about where to get an HIV or STD test, along with contact and location information for the project. The website also has a link to an online map of locations providing free condoms.

Love the One You're With

LOVE THE ONE YOU'RE WITH Created by the AIDS Foundation of Chicago in 2008, this campaign promotes broad-based condom use, education, and awareness. Their website homepage provides basic contact information about the program, along with a brief video explaining the purpose of the program and the importance of making condoms available and acceptable in the community. The site also provides facts about condoms, information on how to get involved through donating or volunteering your time, and even an email listserv anyone can subscribe to in order to stay informed.

This campaign also has a Condom Kit designed for community-based organizations wanting to start their own condom campaign. The kit details what might go into a safer sex kit, instructions and information on proper condom use, reasons to use condoms, quizzes, and more.

The Love Condoms Campaign

According to their website, the Love Condoms Campaign, created by the AIDS Healthcare Foundation (AHF), is designed to "promote widespread access, usage and acceptance of condoms as a vital component of Global AIDS Control." In order to do so, the AHF not only provides condoms to individuals and organizations, but they actively engage communities throughout the world through social media and advocacy. For example, the AHF hosts an annual International Condom Day with events hosted worldwide where advocates and staff with the campaign give away free condoms to the public. According to their website, the campaign gave away nearly half a million condoms in 21 countries this year. Their website also features their presence in social media and current events. Outreach materials available to distribution partners, an online order form for individuals and organizations*, and educational resources pertaining to the proper use of condoms and the prevention of HIV are also available. **Note:** The Love Condoms Campaign provides condoms through their website to individuals at a cost.

Condom Distribution Programs

Examples of Health Department-Sponsored Programs

NYSCondom

NYSCondom

The New York State Condom (NYSCondom) program—managed by the New York State Department of Health—provides free male and female condoms, personal lubricant, dental dams and finger cots to eligible organizations. Their website provides information about the program, an eligibility determination form, an on-line request form, answers to frequently asked questions about the distribution program, product descriptions and links to general information about male and female condoms, HIV/AIDS and STDs.

NYC Condom

NYC Condom — a program managed by the New York City Department of Health and Mental Hygiene — targets both individuals and organizations looking for safe sex resources or basic information about STD prevention and sexual health. Among other resources, their website offers:

- Information about sexual health, STDs, birth control and how to properly (and improperly) use either a male or female condom
- A full listing of organizations (searchable by borough and zip code) providing free male condoms, female condoms, and lubricant
- Contact information, including email addresses and a 311 telephone line
- An extensive listing of additional resources with information about confidential testing, female condoms, emergency contraception, HIV and STD testing centers, and other public health organizations focusing on sexual and reproductive health
- An online order form where eligible organizations can request free condoms and lubricant online

NYC Condom also highlights the Social Marketing tools utilized for their NYC Condom Media Campaigns, including TV spots, subway ads, posters, and web banner ads available in both English and Spanish

D.C. Free Condom Distribution Program

The DC Free Condom Distribution Program—managed by the District of Columbia Department of Health: HIV/AIDS, Hepatitis, STD, and TB Administration (HAHSTA)—provides free condoms and lubricant packages to individuals and organizations. Their website provides a variety of tools designed to make it easier for the DC community to educate themselves and obtain free safe sex resources, including:

- Condom Distribution Fact Sheet highlighting the importance of condoms and the goals of the DC Condom Distribution Program
- A listing of Free Condom Locations in the DC area
- An online condom order form where individuals residing in DC can quickly order a package of 10 free condoms
- An online Condom Distribution Form where community partners can order condoms and lubricant packages to provide at their locations for free
- Condom Distribution Representatives available via email or phone, with both English and Spanish language options
- Detailed instructions surrounding the proper use of male condoms, female condoms, and dental dams

HAHSTA also manages a social media website called Rubber Revolution, where individuals and organizations can learn more about proper condom use at Condom University, the four ways to get free condoms in DC, how to get involved and connect on Facebook, and local advocacy events. The website is available in seven different languages, including English, Spanish, French and Vietnamese.

Philadelphia Department of Public Health

To ensure that condoms are available, for free, to anyone who requests them, the Philadelphia Department of Public Health (PDPH) provides condoms for distribution to over 100 unique sites across the city. Agencies can become a condom distribution site by filling out a registration form. Also, like HAHSTA (above), PDPH operates a social media website. At Take Control Philly, individuals can find information about STDs, the importance of condom use, how to have condoms sent through the mail, and how to find more information on Facebook and Twitter. The site also features maps of free condom distribution sites, and even an iPhone application. Check out these resources in action!

- Finding Free Condoms: Online mapping of Condom Distribution sites
- STD Fact Sheets: Tabbed fact sheets about Chlamydia, Gonorrhea, Syphilis, HIV/AIDS, Herpes, HPV, and Other Diseases.
- Protect Yourself!: Includes information about why using a condom is important, along with videos demonstrating how to use both a male and female condom
- Mail me condoms!: Online condom order form for individuals between ages 13 and 19 years old who live in Philadelphia
- Condom Philly: an iPhone app that allows the user to locate the nearest free condom dispenser, which is displayed on a map. Users can rate and comment on dispensers.

L.A. Sex Symbol

Funded by CDC and the county of Los Angeles Department of Public Health, the L.A. Sex Symbol initiative is a dynamic effort for residents of Los Angeles County which is intended to increase condom use, drive awareness of HIV and STD prevention, and provide information about HIV/AIDS treatment and care. The program's website invites interaction and community involvement by featuring social marketing links and events. As an example, "L.A.'s Next Sex Symbol," a condom wrapper design contest will feature designs by LA County residents with the goal of distributing one million and ONE of the winning design condoms throughout the Los Angeles area.

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) From:	To:	4. Contractor Identifying Number (optional)
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:

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)

MO 580-3091 (12-14)

Attachment M

YOUR LETTERHEAD HERE

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 address where the payment is to be sent*

CONTRACT #: _____ FOR THE MONTH OF: _____

	PERSONNEL /FRINGE	TRAVEL/ MEETINGS	SUBCONTRACTS (if applicable)	OPERATING EXPENSE	INDIRECT	TOTAL
BUDGET	$73,277	$5,350	$0	$37,024	$9,252	$124,903
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

1. BUSINESS ASSOCIATE PROVISIONS:

1.1 Health Insurance Portability and Accountability Act of 1996, as amended - The state agency and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the state agency. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."

1.1.1 The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:

a. "Access", "administrative safeguards", "confidentiality", "covered entity", "data aggregation", "designated record set", "disclosure", "hybrid entity", "information system", "physical safeguards", "required by law", "technical safeguards", "use" and "workforce" shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.

b. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term "breach of contract" as used within the contract.

c. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.

d. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the state agency.

e. "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.

f. "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.

g. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

h. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).

i. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

j. "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:

- (a) Except as provided in paragraph (b) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
- (b) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C.

1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.

k. "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.

l. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.

m. "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.

1.1.2 The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.

1.1.3 The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.

1.1.4 The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.

1.2 Permitted Uses and Disclosures of Protected Health Information by the Contractor:

1.2.1 The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the state agency, except for the specific uses and disclosures in the contract.

1.2.2 The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.

1.2.3 The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.

1.2.4 If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information, if necessary, for the proper management and administration of the contractor's business.

1.2.5 If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

1.2.6 If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).

1.2.7 The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the state agency to do so.

1.2.8 The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the state agency's minimum necessary policies and procedures.

1.3 Obligations and Activities of the Contractor:

1.3.1 The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).

1.3.2 The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:

a. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;

b. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;

c. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;

d. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and

e. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.

1.3.3 With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.

1.3.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.

1.3.5 By no later than ten (10) calendar days after receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.

1.3.6 The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.

1.3.7 In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.

1.3.8 At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.

1.3.9 The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.

1.3.10 The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.

1.3.11 The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.

1.3.12 The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):

a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;

b. The electronic address of any individual who has specified a preference of contact by electronic mail;

c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;

d. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and

e. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.

1.3.13 Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.

1.3.14 Contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.

1.3.15 If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.

1.3.16 The contractor shall indemnify the state agency from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the state agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the state agency under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.

1.4 Obligations of the State Agency:

1.4.1 The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.

1.4.2 The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.

1.4.3 The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.

1.4.4 The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

1.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.

1.5.1 In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.

1.6 Breach of Contract – In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the breach of contract to the Secretary of the Department of Health and Human Services.

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 (Contract Name) 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 contractor 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*

(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 _____ (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: _____

(*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: _____

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

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
E-Verify MOU Company ID Number	E-Mail Address
Business Entity Name	Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer	Date

STATE OF MISSOURI
DEPARMENT 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) is supplemental information the Department is required to provide the Contractor when issuing a contract or amendment that will be funded by federal sources. The document identifies the total amount of funding and the federal funding source(s) expected to be used over the life of this contract. For the specific amount for a contract period, refer to the contract and/or applicable amendments. If the funding information is not available at the time the contract is issued or the information below changes, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking #	44045	**State:** 0%	$0.00	**Federal:** 100%	$124,903.00
Contract Title:	HIV PREVENTION				
Contract Start:	1/1/2017	**Contract End:**	12/31/2017	**Amend#:** 00	**Contract #:**
Vendor Name:	COLUMBIA/BOONE COUNTY HEALTH DEPARTMENT				

CFDA:	93.940	**Research and Development:**	N		
CFDA Name:	HIV PREVENTION ACTIVITIES_HEALTH DEPARTMENT BASED				
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION				
Federal Award:	6NU62PS003676-05				
Federal Award Name:	COMPREHENSIVE HIV PREVENTION PROJECT FOR HEALTH DEPTS				
Federal Award Year:	2017	**DHSS #:**	PS00367605XA	**Federal Obligation:**	$124,903.00

*** 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]).