

DEPARTMENT OF STATE HEALTH SERVICES CONTRACT NO. 2016-004093-00
AMENDMENT NO. 04
RENEWAL

The Department of State Health Services and Fort Bend County HHS ("Contractor"), who are collectively referred to herein as the "Parties," to that certain Grantee Contract effective January 1, 2016, and denominated Contract No. 2016-004093-00 ("Contract"), as amended, now desire to further amend the Contract.

WHEREAS, the Parties desire to revise the Scope of Work, Budget, and extend the term of the Contract to allow for successful completion of the Project;

NOW, THEREFORE, the Parties hereby amend and modify the Contract as follows:

1. **SECTION 2** of the Contract, **TOTAL AMOUNT**, is hereby amended to add **TWO HUNDRED EIGHTY-EIGHT THOUSAND SEVEN HUNDRED TWENTY-TWO DOLLARS (\$288,722.00)** to the Contract for a total not to exceed of **SEVEN HUNDRED SEVENTY-SIX THOUSAND SIX HUNDRED NINETEEN DOLLARS (\$776,619.00)**. All expenditures under this Contract will be in accordance with **ATTACHMENT B, BUDGET**.
2. **SECTION 4** of the Contract, **TERM OF THE CONTRACT**, is hereby amended to reflect a revised termination date of December 31, 2018.
3. **SECTION 7** of the Contract, **STATEMENT OF WORK**, is hereby deleted in its entirety and replaced with **ATTACHMENT A, STATEMENT OF WORK**.
4. **SECTION 15** of the Contract, **PROGRAMMATIC REPORTING REQUIREMENTS**, is hereby amended to add reporting requirements in accordance with **ATTACHMENT C, PROGRAMMATIC REPORTING REQUIREMENTS**.
5. This Amendment No. 04 shall be effective as of January 1, 2018.
6. Except as amended and modified by this Amendment No. 04, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
7. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 04
DEPARTMENT OF STATE HEALTH SERVICES CONTRACT NO. 2016-004093-00**

DEPARTMENT OF STATE HEALTH SERVICES FORT BEND COUNTY HHS

_____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date of Execution: _____	Date of Execution: _____

THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE CONTRACT:

- ATTACHMENT A - STATEMENT OF WORK**
- ATTACHMENT B - BUDGET**
- ATTACHMENT C - PROGRAMMATIC REPORTING REQUIREMENTS**

**ATTACHMENT A
STATEMENT OF WORK**

I. CONTRACTOR RESPONSIBILITIES

Contractor will:

- A. Conduct Human Immunodeficiency Virus (HIV) Prevention activities to ensure HIV Prevention services are provided to persons at greatest risk of acquiring and/or transmitting HIV infection, as identified through the Texas HIV Plan 2014-2015 and as directed by the Department of State Health Services (DSHS). Contractor will give particular focus to the designated priority population(s) as designated and approved in writing by DSHS Program staff. DSHS reserves the right to make alterations to the list of priority population(s) at any time as needed under this Contract. Activities under this Contract shall demonstrate cost-effectiveness, innovation, coordination, and collaboration with other community efforts.
- B. Perform the activities required under this Contract in the Service Area designated in the most recent version of Section 8 "Service Area" of this contract.
- C. Comply with the terms of the final, approved Work Plan for this Contract and the DSHS Request for Proposals (RFP) # HIV/PREV-0519-1.
- D. Comply with all applicable state and federal policies, regulations, statutes, standards, and guidelines, including, but not limited to:
 - 1. DSHS' HIV and STD Program Operation Procedures and Standards, including any revisions, located at <http://www.dshs.texas.gov/hivstd/pops/default.shtm>;
 - 2. DSHS' Standards for Public Health Services, including any revisions, located at <http://www.dshs.texas.gov/qmb/dshsstdnrds4clinciservs.pdf>;
 - 3. DSHS' HIV/STD Confidential Information Security Policy, HIV/STD Breach of Confidentiality Response Policy, and Breach Report Form/Breach Report Form Instructions at <http://www.dshs.texas.gov/hivstd/policy/policies.shtm>;
 - 4. Comply with any letters and memos with additional directions and policies. Also comply with the Texas HIV Plan 2014-2015 for the area in which the Contractor is providing services, which is located at: <http://www.dshs.texas.gov/hivstd/planning/default.shtm>.
 - 5. Chapters 81 and 85 of the Texas Health and Safety Code; Chapter 93 Texas Health and Safety Code (relating to Education and Prevention Programs for Hepatitis C);
 - 6. Title 25 Texas Administrative Code (TAC) Chapters 97 and 98, Subchapter B; and
 - 7. Texas Health and Safety Code, §85.085, Physician Supervision of Medical Care, to ensure a licensed physician supervises any medical care or procedure provided as part of activities conducted under this Renewal Contract.

*All of the above-named applicable documents are incorporated herein by reference and made a part of this Contract. Contractor must receive advance written approval from DSHS before varying from any of these requirements, and must update its implementation documentation within forty-eight (48) hours of making approved changes so that staff working on activities under this Renewal

**ATTACHMENT A
STATEMENT OF WORK**

Contract know of the change(s). For purposes of this Contract, staff includes anyone conducting HIV and STD testing under this Contract.

QUALITY ASSURANCE ACTIVITIES

- A. Prevention activities under this Contract include Quality Assurance (QA) activities (in accordance with the RFP, and the DSHS Quality Assurance Standards, as revised, located at <http://www.dshs.texas.gov/hivstd/training/qastandards.shtm#pbc>).
- B. Prevention activities also include HIV Testing and Linkage to Medical Care, Prevention with Persons Living with HIV (PLWH), Community Mobilization, Condom Distribution, and Evidence-Based Intervention (EBI) and Risk Reduction activities. These activities must be conducted in accordance with the RFP and DSHS' HIV and STD Program Operation Procedures and Standards, including any revisions, located at <http://www.dshs.texas.gov/hivstd/pops/default.shtm>, and The Effective Interventions website located at <https://www.effectiveinterventions.org/en/Home.aspx>.
- C. Contractor shall ensure that performance of activities under this Contract is of a high quality and consistent with all the requirements of this Contract, in order to meet DSHS' high performance expectations.
- D. Contractor shall ensure that all data reports submitted to DSHS are complete and accurate. Contractor must conduct data quality assurance prior to monthly submissions. Data quality assurance activities must be documented and made available for review by DSHS staff upon request. Examples of quality assurance tools (data quality assurance template) can be found at <http://dshs.texas.gov/hivstd/fieldops/prevdata.shtm>.
- E. Contractors that enter into contracts with subcontractors are entirely responsible to DSHS for the performance of those subcontractors. If subcontractors are used, Contractor is expected to adequately monitor the implementation of interventions and other funded activities under this Contract, the efficient and effective use of resources by the subcontractor(s) and the capacity and performance of subcontractor staff implementing interventions and other funded activities under this Contract, and ensure that subcontractors are properly collecting and reporting data.
- F. Implement an orientation plan for Contractor's new staff (i.e., new hires involved in activities funded under this Contract), which will be reviewed by DSHS staff during monitoring visits. The plan shall be consistent with all the terms of this Renewal Contract.
- G. Ensure that monitoring and evaluation of Contractor staff performance, and its subcontractors' staff performance, if applicable, is conducted and documented according to the schedule below:
 - 1. Contractor staff members performing the intervention for group-level interventions, condom distribution, and community mobilization (including the group-level component of community-level interventions), must be monitored at least:
 - a. Every 3 sessions for staff performing the intervention for 3 months or less.
 - b. Twice a month for staff performing the intervention for 4 to 6 months.

**ATTACHMENT A
STATEMENT OF WORK**

- c. Monthly for staff performing the intervention for 7 to 12 months.
 - d. Quarterly for staff performing the intervention for 1 to 2 years.
 - e. Every 6 months for staff performing the intervention for 2 years or more.
2. For all other interventions (including testing and linkage to HIV-related medical care, ARTAS, CLEAR, and CRCS), staff must be monitored at least:
- a. Twice a month for staff performing the intervention for 3 months or less.
 - b. Twice a month for staff performing the intervention for 4 to 6 months.
 - c. Monthly for staff performing the intervention for 7 to 12 months.
 - d. Quarterly for staff performing the intervention for 1 to 2 years.
 - e. Every 6 months for staff performing the intervention for 2 or more years.

*Additionally, before conducting a group-level intervention session on a solo basis for the first time, a staff member should be observed conducting each session of the intervention by a supervisor (or more experienced facilitator) or co-facilitate the session with a more experienced facilitator.

- H.** Keep written monitoring and evaluation records of all staff involved in contract activities, including those of subcontractors. DSHS Program may specify evaluation and monitoring tools to be used. Information related to quality assurance activities, along with any other documentation associated with activities under this Renewal Contract, are subject to review by DSHS Program during program reviews and at any other time.
- I.** Solicit feedback (e.g., client surveys) from clients being served by Contractor under this Renewal Contract, and create a summary of the client feedback for each intervention at least once during the term of this Renewal Contract. This summary must be available for review during DSHS site visits.
- J.** Designate and train staff to be responsible for quality assurance activities, including ensuring accurate and consistent data collection and reporting.
- K.** Facilitate DSHS Program review of all prevention activities provided by Contractor and its subcontractor(s).
- L.** Submit program materials produced by Contractor for review and approval by a local Program Materials Review Panel (PMRP). Program materials include, but are not limited to: pamphlets, fliers, survey instruments, websites, videos, and scripts for advertisements.
- M.** Ensure HIV prevention materials, supplies, and tangible reinforcements (i.e., participation incentives for priority population) are appropriate for the priority population(s). Contractor must implement and maintain control systems and assign internal responsibility for monitoring distribution of tangible reinforcements.

**ATTACHMENT A
STATEMENT OF WORK**

FOCUSED HIV TESTING AND LINKAGE TO MEDICAL CARE:

- A. Follow the orientation and training schedule outlined in the DSHS Quality Assurance Standards, located at <http://www.dshs.texas.gov/hivstd/training/default.shtm> and at <http://www.dshs.texas.gov/hivstd/training/pctools/standards.shtm>.
- B. Audit Testing and Linkage charts and retain all audit documentation as described in the DSHS Quality Assurance for Testing and Counseling Standards located at <http://www.dshs.texas.gov/hivstd/training/pctools/standards.shtm>.
- C. Audit all charts for persons living with HIV and retain all audit documentation.
- D. Contractor shall direct these services to priority population(s) as specified in Contractor's objectives, all as approved by DSHS Program.
- E. Perform recruitment activities (e.g. street outreach, Internet recruitment, recruitment through other HIV/STD service providers, and recruitment during targeted public health events such as screenings) within the priority population(s). Contractor must use recruitment activities most appropriate for priority population(s) including dating applications, social media, and geo-location.
- F. Provide HIV screening by collecting a blood-based specimen. All staff operating under this Contract amendment to implement Focused Testing and Linkage to Medical Care must have the ability to obtain specimens via venipuncture. Supplemental testing must be collected by venipuncture immediately, on site, after a point-of-care HIV and syphilis health check preliminary positive test result. All staff must be permitted to provide HIV screening(s) by collecting blood-based specimens, in both field and clinical settings. Staff will perform HIV tests unless the client refuses. HIV specimens may be submitted through the DSHS public health system. All staff must be permitted to provide syphilis screening(s) by collecting blood-based specimens, in both field and clinical settings. Staff will perform syphilis tests unless the client refuses. Syphilis specimens may be submitted through the DSHS public health system.
- G. Obtain DSHS written pre-approval for rapid HIV testing. Once pre-approved, Contractor must adhere to DSHS program operating procedures relating to rapid testing, located at <http://www.dshs.texas.gov/hivstd/contractor/hivprevention.shtm>. Contractor must obtain any required Clinical Laboratory Improvement Amendment (CLIA) certification or waiver of certification, in compliance with the CLIA of 1988, Public Law 100-578, amended §353 of the Public Health Service Act (42 U.S.C. 263a). Waiver is sought by submitting an application to the DSHS Health Facility Licensing and Compliance Division (HFLCD).
- H. Provide HIV testing in accordance with the RFP, and DSHS' HIV and STD Program Operation Procedures and Standards, including any revisions, located at <http://www.dshs.texas.gov/hivstd/pops/default.shtm>. All staff operating under this Contract to implement Focused Testing and Linkage to Medical Care must be permitted to deliver all

**ATTACHMENT A
STATEMENT OF WORK**

HIV and/or STD results, including positive results, in both field and clinical settings. Staff will ensure the client understands the infection(s) s/he has tested positive for, is offered appropriate treatment for his/her infection(s) and is linked to other medical and social resources as appropriate (e.g., HIV testing and counseling; Pre-Exposure Prophylaxis; Harm Reduction Services; STD clinical services; partner services; HIV medical and support services; substance abuse treatment services; and mental health services).

- I. Establish and maintain mutually agreed-upon written, formal procedures with the local health and/or regional department, in each geographic area served by Contractor, responsible for public health disease intervention services. The procedures must specify processes (e.g., communication) that facilitate timely partner elicitation by the local health department following the delivery of HIV-positive test results to clients by Contractor. These procedures must be finalized and in place within thirty (30) days of the effective date of this Renewal Contract. Additionally, Contractor must establish and maintain mutually agreed-upon formal, written procedures with other HIV prevention and services providers and collaborating entities that Contractor will work with to implement any activities under this Renewal Contract. The procedures must clearly identify the roles of Contractor and such collaborating agency(ies). All of these agreements must be retained, and be made readily available to DSHS upon request.
- J. Establish and maintain mutually agreed-upon formal written procedures with local providers who provide services frequently needed by clients seeking HIV services from Contractor, including but not limited to: HIV testing and counseling; evidence-based interventions, STD services; partner services; HIV medical and support services; substance abuse treatment services; and mental health services. At a minimum, such procedures should address conditions associated with making and accepting client referrals. If Contractor provides all of the services listed above in a specific geographic area, no such agreement is necessary for that area. Contractor must maintain complete records of all referrals made.
- K. Achieve, at a minimum, the following performance measures:
 - 1. Objective A: Contractor shall diligently follow the requirements for delivery of all HIV test results (see <http://www.dshs.texas.gov/hivstd/pops/default.shtm>) for all HIV testing done under this Renewal Contract. Contractor shall submit client encounter data into the on-line system as described herein. If that data indicates a test result delivery rate of less than 75%, DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage. In that scenario, Contractor must follow those additional measures, and do so according to the timetable mandated by DSHS.
 - 2. Objective B: Contractor shall diligently follow the requirements for conducting results counseling (see <http://www.dshs.texas.gov/hivstd/pops/default.shtm>) for all clients with positive HIV test results under this Renewal Contract. Contractor shall submit client encounter data into the on-line system as described herein. If that data indicates a results counseling delivery rate of less than 95%, DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage. In that scenario,

**ATTACHMENT A
STATEMENT OF WORK**

Contractor must follow those additional measures, and do so according to the timetable mandated by DSHS.

3. Objective C: Contractor shall diligently follow the requirements for linking all clients with positive HIV test results to HIV-related Medical Care (<http://www.dshs.texas.gov/hivstd/pops/default.shtm>) for those clients successfully notified of their test results under Objective A. Contractor shall submit client encounter data into the on-line system as described herein. If that data indicates a linkage rate of less than 87%, DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage. In that scenario, Contractor must follow those additional measures, and do so according to the timetable mandated by DSHS.
 4. Objective D: During the term of this Renewal Contract, based on the testing required herein DSHS expects that the Contractor reporting should reflect a minimum new positivity rate of 1.2% annually. If data indicates a rate of less than 1.2 % new positivity, DSHS may, at its sole discretion, required additional measures be taken by Contractor to improve that percentage. In that scenario, Contractor must follow those additional measures, and do so according to the timetable mandated by DSHS.
- L. Follow the orientation and training schedule for CRCS, CLEAR, ARTAS, and HR located at <http://www.dshs.texas.gov/hivstd/training/default.shtm>. Other Prevention with PLWH Activities should be implemented as directed by DSHS.
- M. Audit CRCS, ARTAS, and HR charts and retain all audit documentation.
- N. Ensure CRCS, CLEAR, ARTAS, and HR staff meet minimum staff qualifications as referenced in DSHS Program Operating Procedures and Standards for CRCS, located at <http://www.dshs.texas.gov/hivstd/pops/default.shtm> and at <https://www.effectiveinterventions.org/en/home.aspx>.
- O. Adhere to the DSHS-approved procedures and protocols for Contractor's CRCS, CLEAR, ARTAS, and HR program to ensure the effective delivery of services, quality assurance activities, and minimum standards of care including developing relationships with Ryan White Treatment Modernization Act case management providers.

EVIDENCED-BASED INTERVENTION (EBI) AND HEALTH EDUCATION RISK REDUCTION (HERR)

- A. Follow the orientation and training schedule for EBI, located at <http://www.dshs.texas.gov/hivstd/training/default.shtm>.
- B. Comply with the Health Education and Risk Reduction Activities for Priority Populations section of DSHS Program's RFP, referenced herein.
- C. Provide justification to, and obtain written approval from, DSHS prior to the customization,

**ATTACHMENT A
STATEMENT OF WORK**

tailoring and/or adaptation of the curriculum, priority population(s), activities, number of sessions, etc., of an EBI.

- D. Perform recruitment activities (e.g. street outreach, Internet recruitment, recruitment through other HIV/STD service providers, and recruitment during targeted public health events such as screenings) within the appropriate priority population(s) for purposes of recruitment into the EBI.
- E. Provide EBI services to the priority population(s) in accordance with the RFP and DSHS' HIV and STD Program Operation Procedures and Standards, including any revisions, located at <http://www.dshs.texas.gov/hivstd/pops/default.shtm>, and The Effective Interventions website located at <https://www.effectiveinterventions.org/en/Home.aspx>.
- F. Maintain formal agreements with local providers of services customarily required by EBI clients, including but not limited to: HIV testing and counseling; CRCS; STD services; partner services; HIV medical and support services; substance abuse treatment services; and mental health services. At a minimum, such agreements should address conditions associated with making and accepting timely client referrals. If Contractor provides all of the services listed above in a specific geographic area, no such agreement is necessary for that area. Contractor must maintain complete records of all referrals made.

CONDOM DISTRIBUTION

- A. Conduct condom promotion and distribution activities at the individual, organizational, and community levels, with a specific aim to increase condom use among PLWH and individuals at high risk of acquiring HIV, all in accordance with the RFP and the final, approved Work Plan (including the Condom Distribution Plan) which corresponds to this Contract.
- B. Conduct ongoing community assessments of their proposed service area to assess condom availability, accessibility, and acceptability. Should ongoing assessments identify a necessary change in service area activities, Contractor must revise their work plan and submit such revisions to DSHS for review and approval prior to implementation of new changes.
- C. Conduct activities to increase one or more of the following in their communities:
 - 1. Condom availability;
 - 2. Condom accessibility; and
 - 3. Condom acceptability.
- D. Provide a written report (within the semi-annual report) which gives a summary and overview of current condom distribution activities, including a list of community collaborators (e.g. civic, retail, social service, etc.) and the current number of distribution sites.
- E. Conduct condom distribution activities as approved in Contractor's condom distribution plan as noted in the final, approved work plan. The condom distribution plan as approved in the Contractor's work plan shall be implemented beginning January 1, 2016. As noted in Section

ATTACHMENT A STATEMENT OF WORK

I above, following ongoing community assessments, any revision to the Condom Distribution Plan shall be submitted to DSHS for review and approval prior to implementation.

- F.** Conduct condom distribution activities as described in DSHS' HIV and STD Program Operation Procedures and Standards, including any revisions, located at <http://www.dshs.state.tx.us/hivstd/pops/default.shtm>

COMMUNITY MOBILIZATION

*Community Mobilization for HIV prevention is a process that engages individuals, groups, organizations, and sectors of the population (i.e. non-profit, for-profit, healthcare, education, housing, local government, and economic development) to increase awareness and reduce HIV infection in the community.

- A.** Direct community mobilization activities according to client and community needs, as well as community resources that can be incorporated into coordinated prevention activities;
- B.** Engage clients and community over an extended period of time;
- C.** Address multiple levels of HIV prevention and behavior change, including intrapersonal factors (knowledge, attitudes, self-efficacy, intentions) awareness within communities, environmental barriers and social support;
- D.** Develop agreements (e.g. memoranda of agreement) with project collaborators to create a coordinated approach to HIV prevention; and
- E.** Use process and outcome monitoring to support implementation of the program.
- F.** Conduct community assessment(s) as new priorities are identified or as community changes. Community assessments should, at minimum:
 - 1. Identify priority needs of the priority community as related to HIV prevention and community risk reduction;
 - 2. Identify existing resources that can be incorporated into coordinated prevention actions; and
 - 3. Prioritize population(s) based on local epidemiology. The community assessment can be accomplished by engaging in a "community conversations" strategy (see http://esbd.cpa.texas.gov/bid_show.cfm?bidid=100382) and/or by conducting community-based participatory research. The community assessment must include input from clients/consumers, local and/or regional leadership, stakeholders, local planning bodies, AIDS services organizations, health departments and other appropriate community entities.
- G.** Develop a community assessment tool (or use an established tool, if pre-approved by DSHS)

**ATTACHMENT A
STATEMENT OF WORK**

to identify and prioritize HIV prevention issues for the community and priority population(s). The assessment must be completed within the first quarter of the Contract term or as otherwise directed in writing by DSHS HIV Program.

(<http://www.dshs.texas.gov/hivstd/fieldops/CommAssess.shtm>)

- H. Develop a plan for mobilizing community resources to address the specific needs of the priority population(s) as indicated by the needs assessment. Contractors may adapt their community mobilization plan, with pre-approval from DSHS, in response to or as dictated by new information about community needs and resources.
- I. Include community participation beyond a single encounter. Contractor is required to extend the involvement of community members throughout the life cycle of community mobilization activities, including during implementation and assessment (examples of extended engagement include ongoing involvement of community advisory board and/or coalitions, continued training of volunteers to implement core community mobilization activities, and sustained efforts to enlist community advocates to promote HIV prevention and disseminate HIV awareness messages).
- J. Adopt or create an effective community mobilization model that appropriately matches the community's organizational resources, existing programming (i.e., HIV/STD prevention, substance abuse, mental health, criminal justice, social services) and the local prevention landscape in which they operate. This model of community mobilization for HIV prevention will focus change at multiple socio-ecological levels including individual knowledge, attitudes, beliefs, and intentions, interpersonal contexts (such as social networks), organizational settings, and public policy ("public policy" does not include lobbying prohibited in the General Provisions and the Assurances document in this Contract agreement).
- K. Develop a plan to create, enhance, or draw upon formal coalitions, collaborations and/or networks of individuals and/or organizations to respond to the HIV prevention needs of their area. Contractor must provide opportunities for these collaborators, networks and/or coalitions to actively participate in the development and implementation of the community mobilization efforts for HIV prevention. These collaborations are intended to foster local change that supports HIV prevention priorities.
- L. Create and implement an outcome monitoring plan, with pre-approval from DSHS, designed to ensure adherence to the approved community mobilization program design and to effect appropriate adjustments in response to changes in the prevention landscape (following discussion and pre-approval by DSHS). The design should include measures, data collection protocols, data analysis, and a process for program modification based on monitoring results. The plan shall have been approved and implemented beginning September 1, 2016.

TANGIBLE REINFORCEMENTS

- A. Receive approval for tangible reinforcements in advance in writing by DSHS program. Funds

**ATTACHMENT A
STATEMENT OF WORK**

may be used to purchase tangible reinforcements (bus tokens, movie gift cards, food gift cards, t-shirts, grocery store gift cards, etc.) to encourage at-risk clients to participate in prevention programs.

- B.** Maintain a policy regarding the use of tangible reinforcements and a log for tracking the purchase and distribution of tangible reinforcements. The policy and log are subject to review by DSHS Program during program reviews and at any other time. The policy must limit the use of tangible reinforcements to the following types of situations: for participation in rapid assessment activities; for recruitment of clients into prevention with PLWH, testing and linkage programs and EBIs; for retention of clients in EBIs and prevention with PLWH; for clients upon completion of all sessions of an EBI; for recruitment and retention of peer volunteers; for clients who return for HIV testing; for participation in community assessments or focus groups; and to encourage clients to return for test results. Funds may not be used to make cash payments or cash-equivalent payments to intended recipients of services except as noted above.

PREVENTION WITH PERSONS LIVING WITH HIV (PLWH)

- A.** Conduct prevention activities to support PLWH as specified herein.

*The National HIV Strategy on HIV/AIDS identifies prevention activities to support PLWH as activities and programming that consists of tightly coordinated services for clients with complex needs. Appropriate populations focused by these services are newly diagnosed PLWH, those returning to care, individuals with a history of non-adherence to treatment, and those with inconsistent participation in HIV-related medical care.

- B.** Increase the number of PLWH who are fully engaged in medical care; and 2) reduce sexual and drug risk behaviors of PLWH through individual-level and/or group-level strategies.
- C.** Have an extended engagement of services with clients (e.g. up to six months), for Prevention with PLWH programs.
- D.** Coordinate services with Ryan White case managers to avoid duplication of services. Prevention with PLWH services are not intended to replace Ryan White case management.
- E.** Focus on behavior change, including behaviors related to the following:
1. Risk reduction/harm reduction
 2. Medical adherence
 3. Reengagement into medical care
 4. Treatment preparation (i.e. counseling for anti-retroviral therapy and prescription adherence)
 5. Disclosure of status
 6. Dealing with stigma
- F.** Note for purposes of this Contract the following are funded Prevention with PLWH interventions:
1. Comprehensive Risk Counseling and Services (CRCS)

**ATTACHMENT A
STATEMENT OF WORK**

2. Choosing Life, Empowerment, Action and Results (CLEAR)
3. Anti- Retroviral Treatment and Access to Services (ARTAS)
4. Healthy Relationships (HR)

COMPREHENSIVE RISK COUNSELING SERVICES (CRCS) ACTIVITIES

- A. Audit charts according to standards in DSHS' HIV and STD Program Operation Procedures and Standards (located at <http://www.dshs.texas.gov/hivstd/pops/chap20.shtm>), and retain all audit documentation.
- B. Ensure staff meets minimum staff qualifications, as referenced in DSHS Program Operating Procedures and Standards (located at <http://www.dshs.texas.gov/hivstd/pops/default.shtm>).
- C. Comply with DSHS' CRCS Program Operating Procedures and Standards, located at <http://www.dshs.state.tx.us/hivstd/pops/default.shtm> and guidance available at <http://www.dshs.texas.gov/hivstd/fieldops/techassist.shtm>.
- D. Adhere to the DSHS-approved procedures and protocol manuals for Contractor's CRCS program to ensure the effective delivery of services, quality assurance activities, and minimum standards of care including developing relationships with Ryan White Treatment Modernization Act case management providers.
- E. Provide individual-level interventions that provide intensive, ongoing, individualized prevention counseling and referrals to other appropriate social services, as well as client-centered prevention activities that promote the adoption and maintenance of HIV/STD/Viral Hepatitis C risk-reduction behaviors by clients with multiple, complex problems and risk-reduction needs. HIV case management sessions shall include the CRCS essential components as specified in accordance with the RFP, and DSHS' HIV and STD Program Operation Procedures and Standards (as revised), located at <http://www.dshs.texas.gov/hivstd/pops/default.shtm>.

CHOOSING LIFE, EMPOWERMENT, ACTION AND RESULTS (CLEAR) ACTIVITIES

- A. Audit "CLEAR" client charts on a regular basis according to the following schedule and retain all audit documentation and make it readily available to DSHS upon request:
- B. Audit monthly for "CLEAR" staff with less than six months experience, 20% of charts or at least four per month, per "CLEAR" staff member, whichever is greater.
- C. Audit quarterly for "CLEAR" staff with six months or more experience, 20% of charts, or at least four per quarter, per "CLEAR" staff member, whichever is greater.
- D. Assure that quality assurance of staff is carried out according to standards in DSHS' HIV and STD Program Operation Procedures and Standards for CRCS (located at <http://www.dshs.texas.gov/hivstd/pops/chap20.shtm>).
- E. Ensure staff meets minimum staff qualifications, as referenced in the CLEAR

ATTACHMENT A STATEMENT OF WORK

Implementation Manual located at:

<http://www.effectiveinterventions.org/en/HighImpactPrevention/Interventions/CLEAR.aspx>.

- F. Adhere to DSHS guidance listed in the RFP and the CLEAR curriculum guidance document <http://www.effectiveinterventions.org/en/HighImpactPrevention/Interventions/CLEAR.aspx> or Contractor's Prevention with PLWH program to ensure the effective delivery of services, quality assurance activities, and minimum standards of care, including (but not limited to) developing relationships with Ryan White Treatment Modernization Act case management providers.
- G. Provide individual-level interventions that provide intensive, ongoing, individualized prevention counseling and referrals to other appropriate social services, as well as client-centered prevention activities that promote the adoption and maintenance of HIV/STD/Viral Hepatitis C risk-reduction behaviors by clients with multiple, complex problems and risk-reduction needs. HIV case management sessions shall include the CLEAR essential components as specified in accordance with curriculum guidance and CLEAR training.

ANTI-RETROVIRAL TREATMENT AND ACCESS TO SERVICES (ARTAS)

- A. Audit ATRAS client charts on a regular basis according to the following schedule and retain all audit documentation and make it readily available to DSHS upon request:
- B. Audit monthly for ARTAS staff with less than six months experience, 20% of charts or at least four per month, per ARTAS staff member, whichever is greater.
- C. Audit quarterly for ARTAS staff with six months or more experience, 20% of charts, or at least four per quarter, per ARTAS staff member, whichever is greater.
- D. Assure that quality assurance of staff is carried out according to standards in DSHS' HIV and STD Program Operation Procedures and Standards for CRCS (located at <http://www.dshs.texas.gov/hivstd/pops/chap20.shtm>).
- E. Ensure staff meets minimum staff qualifications, as referenced in ARTAS implementation manual located at: <https://effectiveinterventions.cdc.gov/docs/default-source/artas-materials/artas-implementation-manual.pdf>
- F. Adhere to DSHS guidance listed in DSHS' Request For Proposal #: HIV/PREV-0519.1 (http://esbd.cpa.state.tx.us/bid_show.cfm?bidid=100382) and the ARTAS curriculum guidance document (<http://www.effectiveinterventions.org/en/HighImpactPrevention/PublicHealthStrategies/ARTAS.aspx>) for Contractor's Prevention with PLWH program to ensure the effective delivery of services, quality assurance activities, and minimum standards of care, including (but not limited to) developing relationships with Ryan White Treatment Modernization Act case management providers.
- G. Provide individual-level interventions that provide intensive, ongoing, individualized

ATTACHMENT A STATEMENT OF WORK

prevention counseling and referrals to other appropriate social services, as well as client-centered prevention activities that promote the adoption and maintenance of HIV/STD/Viral Hepatitis C risk-reduction behaviors by clients with multiple, complex problems and risk-reduction needs. HIV case management sessions shall include the ARTAS essential components as specified in accordance with curriculum guidance and ARTAS training.

HEALTHY RELATIONSHIPS

- A. Perform recruitment activities (e.g. street outreach, Internet recruitment, recruitment through other HIV/STD services providers, and recruitment during targeted public health events such as screenings) within the appropriate priority population(s) for purposes of recruitment into the EBI.
- B. Provide services to the priority population(s) in accordance with DSHS RFP#HIV/PREV-0519.1. and DSHS' HIV and STD Program Operation Procedures and Standards, including any revisions, located at <http://www.dshs.texas.gov/hivstd/pops/default/shtm>, and The Effective Interventions website located at <https://www.effectiveinterventions.org/en/Home.aspx>.
- C. Maintain formal agreements with local providers of services customarily required by EBI clients, including but not limited to: HIV testing and counseling; CRCS; STD services; partner services; HIV medical and support services; substance abuse treatment services; and mental health services. At a minimum, such agreements should address conditions associated with making and accepting timely client referrals. If Contractor provides all of the services listed above in a specific geographic area, no such agreement is necessary for that area. Contractor must maintain complete records of all referrals made.

PROGRAM DATA REPORTING, SECURITY AND CONFIDENTIALITY REQUIREMENTS

*DSHS may make alterations to reporting systems and requirements, or require the use of new reporting systems or collection methods, at its sole discretion. In the event of such a change, Contractor will be notified at least thirty (30) days in advance of the changed requirements, except in cases where the system in use suffers some kind of technical failure. Information submitted through the DSHS systems will be considered the performance data of record in evaluating attainment of goals and programmatic performance.

- A. Provide information on each client contact/prevention counseling session via the reporting system(s) designated by DSHS. Testing and Linkage to Medical Care contact information shall be entered into the DSHS-approved database no later than twenty (20) working days following the client contact.
- B. Submit information to DSHS electronically via TxPHIN or sFTP by the Contractor.
- C. Submit to DSHS electronically in a DSHS-approved format by the 20th of each month the following information for all clients who receive HIV testing. Data for transmission to TXDSHS HIV program will include the following elements:

**ATTACHMENT A
STATEMENT OF WORK**

1. Scope , Client ID, Site name, Test date, Counselor name, Birth date, Sex at birth, Current gender identity, Ethnicity, Race, Client's zip code, Client asked about risk factors, Client counseled about their risks , Test technology used, Test result.
- D.** Report the following additional elements for each client testing HIV-positive:
1. Client's full name, Test result delivered, Date test result delivered, Reason result not delivered, Previous HIV test history and HIV status, Month and year of last HIV test, Client's risk factors (sex with males, sex with females, uses injection drugs), Referral to medical care (where referred, reason for no referral, outcome of referral), Date of first medical appointment, Client's most severe housing status in previous 12 months, Referral to HIV prevention services (referred and outcome of referral) and Referral to partner services (referred).
 2. Syphilis and Hepatitis C testing data shall be reported to DSHS electronically in a DSHS-approved format along with HIV testing data. Data shall be submitted via TxPHIN or sFTP to DSHS by the 20th of each month.
 3. Prevention with PLWH data must be entered into the DSHS Risk Reduction Activities Microsoft Access database submitted via TxPHIN or sFTP to DSHS by the 20th of each month.
 4. Group- and community-level intervention data must be entered into the DSHS Risk Reduction Activities Microsoft Access database and submitted via TxPHIN or sFTP to DSHS by the 20th of each month.
 5. Condom Distribution data must be entered into the DSHS Risk Reduction Activities Microsoft Access database and submitted via TxPHIN or sFTP to DSHS by the 20th of each month.
 6. Community Mobilization data must be entered into the DSHS Risk Reduction Activities Microsoft Access database and submitted via TxPHIN or sFTP to DSHS by the 20th of each month.
- E.** Be responsible for examining the quality of the information prior to submission to assure it is complete and accurate for all data reported to DSHS.
- F.** Submit semi-annual activity reports of the number of contacts with clients in the designated priority population(s) in which priority intervention services are provided. Such reports shall be submitted in the format provided by DSHS Program at <http://www.dshs.texas.gov/hivstd/fieldops/PreventionReports.shtm> by electronic mail transmission to hivstdreport.tech@dshs.texas.gov. These semi-annual reports are due on or before the 30th calendar day of July 2018, and the 31st calendar day of January 2019.
- G.** Submit all data accurately, within the required time frames, and to the satisfaction of DSHS.
- H.** Use data collected through the above mechanisms for program planning, evaluation, quality assurance, and monitoring, consistent with confidentiality restrictions in state and federal law. Contractor shall use evaluation, quality assurance and monitoring of data to make appropriate adjustments to program activities so that the Contractor performs quality services and meets performance standards.

**ATTACHMENT A
STATEMENT OF WORK**

- I. Include data in Contractor reports to parties other than DSHS, provided the information is aggregated in such a way that no individual client may be identified. Data may not be used for research purposes by Contractor or any other party without prior approval of DSHS' Institutional Review Board and pre-approval by DSHS Program. Contractor may not share electronic data sets with other parties without advance written permission of DSHS.
- J. Ensure documentation under this Contract is readily available for inspection by DSHS staff during site visits. DSHS may inspect, or require copies of, any of the documentation referenced herein at any time, and Contractor shall comply with such requests in a timely manner.
- K. Must protect the security of program reporting data and the confidentiality of client information.
- L. Protect paper records and electronic data collected and stored at its facility from security breaches, and keep such data confidential.
- M. Ensure client privacy is maintained and data is collected confidentially when data/information is elicited verbally from clients.
- N. Ensure that data entry into program reporting systems will occur in a confidential environment, safeguarding against unauthorized disclosure of client information and ensuring that such environments are consistently maintained.
- O. Ensure data entered into program reporting systems are input only by properly authorized staff.
- P. Assure data integrity is maintained and that information entered in program reporting systems is entered accurately and is not altered.
- Q. Understand that users of the program data systems will require user identification and authentication (such as challenge passwords).
- R. Ensure that persons entering data do not circumvent such security measures.
- S. Ensure data are accessed only by authorized persons.
- T. Ensure program data are used in a manner that protects client privacy and is in accordance with federal and state law and the terms of this Contract.
- U. Implement policies and procedures for use of data in a secure manner that protects client privacy and prevents unauthorized access to, and use of, program data.
- V. Implement policies and procedures (consistent with the requirements and constraints listed herein) for publication and redistribution of data if program data are shared with other parties or providers.
- W. Protect data transported within your entity or to external parties consistent with the constraints

**ATTACHMENT A
STATEMENT OF WORK**

and requirements listed herein.

- X.** Protect data transmitted electronically within your entity or to external parties (when not using DSHS' data reporting systems) consistent with the constraints and requirements listed herein.
- Y.** Maintain retention and disposal policies and procedures consistent with state and federal retention requirements and the requirements of this Contract, and assure that program data cannot be inappropriately accessed.
- Z.** Agree to publish, implement, and make available policies on data security and client privacy, and train staff regularly regarding those requirements (Contractor must maintain records documenting such training).
- AA.** Require each individual member of Contractor's staff, and volunteers, to sign an agreement pledging to abide by Contractor's policies and procedures pertaining to data security and client privacy. Contractor shall maintain these written agreements and make them available upon request to DSHS in a timely manner.
- BB.** Abide by rules of conduct/data security guidelines provided by DSHS to safeguard the program reporting data.
- CC.** Develop a personnel sanction policy to hold Contractor staff and volunteers and subcontractor staff responsible for any violations of these policies. If Contractor uses subcontractors, Contractor accepts full responsibility and accountability for each subcontractor's performance under this Contract including all provisions related to confidentiality.
- DD.** Agree to make staff available for training on the use of program reporting systems and data security.
- EE.** Comply with DSHS' efforts to maintain lists of staff under this contract authorized to use the program reporting systems.
- FF.** Immediately report breaches of confidentiality involving the program data reporting systems to DSHS, and fully assist DSHS in any investigation resulting from such breach.
- GG.** DSHS may inspect, or require copies of, any of the documentation referenced herein at any time, and Contractor shall comply with such requests in a timely manner. All documentation under this contract shall be readily available for inspection by DSHS staff during site visits.

TRAINING REQUIREMENTS

- A.** Authorize and require their staff to attend training, conferences, and meetings as directed by DSHS Program.
- B.** Appropriately budget funds in order to meet training requirements in a timely manner, and

ATTACHMENT A STATEMENT OF WORK

must ensure its staff and volunteers are trained as specified in the training requirements listed at <http://www.dshs.texas.gov/hivstd/training/default.shtm> and as otherwise specified by DSHS. Contractor shall document that these training requirements are met.

- C. Ensure that staff hired for HIV and syphilis testing are trained to perform blood draws within three (3) months of employment.
- D. Read the DSHS Contractor Financial Procedures Manual (CFPM) and work with DSHS staff regarding the management of funds received under this Contract.
<http://www.dshs.texas.gov/contracts/cfpm.shtm>.

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

II. PERFORMANCE MEASURES

- A. Participate in DSHS Program's outcome monitoring project, as directed by DSHS Programs.
- B. Conduct periodic rapid assessments of the approved priority population(s), as directed by DSHS Program.
- C. Accept full responsibility and accountability for each subcontractor's performance under this Contract, including proper and timely submission of the documentation required in semi-annual reports.
- D. Respond to any finding in a written narrative explaining the barriers and the plan to address those barriers if Contractor fails to meet any of the performance measures. This requirement does not excuse any violation of this Contract, nor does it limit DSHS as to any options available under the Contract regarding breach.

*DSHS will monitor the Contractors's performance of the requirements in Attachment A and compliance with the Contract's terms and conditions.

GRANT

PS12-1201 Comprehensive HIV Prevention Project for Health Departments

CFDA: 93.940

III. INVOICE AND PAYMENT

- A. Contractor will request payments using the State of Texas Purchase Voucher (Form B-13) at <http://www.dshs.texas.gov/grants/forms/b13form.doc>. Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below.

**ATTACHMENT A
STATEMENT OF WORK**

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 458-7442
EMAIL: invoices@dshs.texas.gov

- B.** Contractor will be paid on a cost reimbursement basis and in accordance with the Budget in Attachment B of this Contract.

ATTACHMENT B BUDGET

Categorical Budget:

PERSONNEL	\$126,556.00
FRINGE BENEFITS	\$88,247.00
TRAVEL	\$14,605.00
EQUIPMENT	\$0.00
SUPPLIES	\$22,175.00
CONTRACTUAL	\$24,000.00
OTHER	\$13,139.00
TOTAL DIRECT CHARGES	\$288,722.00
INDIRECT CHARGES	\$0.00
TOTAL	\$288,722.00
DSHS SHARE	\$288,722.00
CONTRACTOR SHARE	\$0.00
OTHER MATCH	\$0.00

Total reimbursements will not exceed \$288,722.00.

Financial Status reports are due: 04/30/2018, 07/31/2018, 10/31/2018, and 02/15/2019.

ATTACHMENT C
PROGRAMMATIC REPORTING REQUIREMENTS

Report Name	Period Begin	Period End	Due Date
Comprehensive Activity Report	01/01/2018	06/30/2018	07/30/2018
Comprehensive Activity Report	07/01/2018	12/31/2018	01/31/2019

Certificate Of Completion

Envelope Id: F78E4BD3B6744794A2EEF52F8B8E72F8	Status: Sent
Subject: \$288,722; 2016-004093; Fort Bend County; DSHS/CMS	
Source Envelope:	
Document Pages: 32	Signatures: 0
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Texas Health and Human Services Commission
Time Zone: (UTC-06:00) Central Time (US & Canada)	1860 Michael Faraday Dr
	Reston, VA 20190
	PCS_DocuSign@hhsc.state.tx.us
	IP Address: 108.65.114.139

Record Tracking

Status: Original	Holder: Texas Health and Human Services	Location: DocuSign
11/26/2017 1:40 PM	Commission	
	PCS_DocuSign@hhsc.state.tx.us	

Signer Events

Signature	Timestamp
Robert Hebert county.judge@fortbendcountytexas.gov Security Level: Email, Account Authentication (None)	Sent: 11/26/2017 1:45 PM Resent: 11/27/2017 1:22 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign	

John Hellerstedt
john.hellerstedt@dshs.texas.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature	Timestamp
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Editor Delivery Events

Status	Timestamp
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Agent Delivery Events

Status	Timestamp
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Intermediary Delivery Events

Status	Timestamp
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Certified Delivery Events

Status	Timestamp
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Carbon Copy Events

Status	Timestamp
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Stefanie Jackson
stefanie.jackson@hhsc.state.tx.us
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 11/26/2017 | 1:45 PM

Kris Reyes
kris.reyes@dshs.texas.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 11/26/2017 | 1:45 PM

Carbon Copy Events	Status	Timestamp
Kaye Reynolds kaye.reynolds@fortbendcountytx.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign CMU Contract Inbox cmucontracts@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue;">COPIED</div>	Sent: 11/26/2017 1:45 PM Viewed: 11/26/2017 2:01 PM

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/27/2017 1:22 PM
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Payment Events	Status	Timestamps
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