



**TEXAS**  
**Health and Human Services**

**Dr. Courtney N. Phillips, Executive Commissioner**

**Request for Applications (RFA)  
For**

**HIV Prevention Services**

**RFA No. HHS0000778**

**Date of Release: February 7, 2019  
Responses Due: April 8, 2019 at 2:00 p.m. CST**

**Class/Item:  
948/34 - Disease Prevention and Control Services, Contagious**

## Table of Contents

<b>ARTICLE I. EXECUTIVE SUMMARY, DEFINITIONS, AND AUTHORITY</b> .....	<b>4</b>
1.1 Executive Summary.....	4
1.2 Definitions .....	4
1.3 Authority .....	8
<b>ARTICLE II. SCOPE OF GRANT AWARD</b> .....	<b>9</b>
2.1 Program Background and Funding Opportunities.....	9
2.1.1 Program Background .....	9
2.1.2 Funding Opportunities .....	10
2.2 Eligible Service Areas and Populations.....	12
2.2.1 Eligible Service Areas.....	12
2.2.2 Eligible Populations .....	13
2.3 Grant Award and Term .....	18
2.3.1 Available Funding.....	18
2.3.2 Grant Term.....	19
2.4 Eligible Applicants .....	19
2.5 Program Requirements.....	21
2.5.1 Funding Opportunity 1 - Routine HIV Screening in Health Care .....	22
Settings.....	22
2.5.2 Funding Opportunity 2 - Core HIV Prevention .....	26
2.5.3 Funding Opportunity 3 - PrEP and nPEP .....	31
2.5.4 Funding Opportunity 4: Client-Level Interventions .....	34
2.5.5 Funding Opportunity 5: Structural Interventions.....	35
2.6 Allowable Costs and Prohibited Use of Funds .....	37
2.7 Optional Letter of Intent .....	39
2.8 Standards.....	40
2.9 Data Use Agreement.....	40
2.10 No Guarantee of Volume, Usage or Compensation .....	40
<b>Article III. ADMINISTRATIVE INFORMATION</b> .....	<b>41</b>
3.1 Schedule of Events .....	41
3.2 Changes, Amendment or Modification to Solicitation .....	41
3.3 Irregularities.....	41
3.4 Inquiries.....	42
3.4.1 Point of Contact .....	42
3.4.2 Prohibited Communications.....	42
3.4.3 Questions.....	42
3.4.4 Clarification request made by Applicant .....	43
3.4.5 Responses.....	43
3.5 Solicitation Response Composition.....	43
3.5.1 General Information.....	43
3.5.2 Submission in Separate Parts .....	43
3.6 Solicitation Response Submission and Delivery .....	44
3.6.1 Deadline .....	44
3.6.2 Labeling .....	44
3.6.3 Delivery.....	44
3.6.4 Alterations, Modifications, and Withdrawals .....	45

<b>Article IV. SOLICITATION RESPONSE, EVALUATION AND AWARD PROCESS.....</b>	<b>46</b>
4.1 Eligibility Screening .....	46
4.2 Evaluation .....	46
4.3 Final Selection .....	47
4.4 Negotiation and Award .....	47
4.5 Questions or Requests for Clarification by the System Agency.....	48
<b>Article V. NARRATIVE APPLICATION .....</b>	<b>49</b>
5.1 Narrative Application .....	49
5.1.1 Abstracts for Funding Opportunities and Assessment Narrative.....	49
5.1.2 Project Work Plan .....	49
<b>Article VI. REQUIRED APPLICANT INFORMATION.....</b>	<b>50</b>
6.1 Administrative Entity Information .....	50
6.2 Litigation and Contract History .....	50
6.3 Conflicts .....	50
6.4 Affirmations and Certifications .....	51
<b>Article VII. EXPENDITURE APPLICATION .....</b>	<b>52</b>
7.1 Expenditure Application .....	52
<b>Article VIII. GENERAL TERMS AND CONDITIONS .....</b>	<b>53</b>
8.1 General Conditions .....	53
8.1.1 Costs Incurred .....	53
8.1.2 Contract Responsibility.....	53
8.1.3 Public Information Act .....	53
8.1.4 News Releases .....	53
8.1.5 Additional Information .....	53
<b>Article IX. SUBMISSION CHECKLIST .....</b>	<b>54</b>
<b>Article X. FORMS AND EXHIBITS .....</b>	<b>55</b>

# ARTICLE I. EXECUTIVE SUMMARY, DEFINITIONS, AND AUTHORITY

## **1.1 EXECUTIVE SUMMARY**

The State of Texas by and through the Texas Department of State Health Services (**DSHS** or **System Agency**) announces the expected availability of state and federal funding for grants to provide human immunodeficiency virus (**HIV**) prevention services as set forth in this Request for Applications (**RFA**). The projects supported through this RFA reflect the priorities and strategies in the Texas HIV Plan (**Plan**) and the National HIV/AIDS Strategy.

This RFA includes the following five (5) funding opportunities:

- A. Routine HIV screening in health care settings;
- B. Core HIV prevention programs that include community engagement, condom distribution and focused testing and linkage/re-engagement activities;
- C. Pre-exposure HIV Prophylaxis (**PrEP**) and non-occupational post exposure prophylaxis (**nPEP**) programs;
- D. Client-level behavioral interventions; and
- E. Structural Interventions that address social determinants of health.

Eligible Applicants may apply for more than one of the funding opportunities.

To be considered for award, Applicants must execute **Exhibit A, Applicant Affirmations and Acceptance, v 1.3**, and provide all other required information and documentation as set forth in this Solicitation. This RFA contains the requirements that all Applicants must meet to be considered for award. Failure to comply with these requirements may result in disqualification of the Applicant without further consideration. Each Applicant is solely responsible for the preparation and submission of an Application in accordance with instructions contained in this RFA.

## **1.2 DEFINITIONS**

Refer to **Exhibit B, HHSC Uniform Terms and Conditions – Grant, v 2.16** for additional definitions. Unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Acute HIV Infection” means the early stage of HIV infection that extends approximately 1 to 4 weeks from initial infection until the body produces enough HIV antibodies to be detected by an HIV antibody test.

“Addendum” means a written clarification or revision to this Solicitation issued by the System Agency.

“Acquired Immune Deficiency Syndrome” or “AIDS” means a person who is living with HIV and has a CD4 (T-cell) count below 200 or more OR one or more opportunistic infections.

“Apparent Awardee” means an organization that has been selected to receive a grant award through response to this RFA but has not yet executed a grant agreement or contract. May also be referred to as "Apparent Grant Recipient" or "Apparent Grantee."

"Applicant" means the entity responding to this Solicitation.

“CDC” means the Centers for Disease Control and Prevention, a federal agency that is charged with working with state and local governments on public health program.

"Client" means a member of the eligible population to be served by the Applicant's organization. For the routine HIV screening funding opportunity, “Client” means any individual seeking medical services at a designated healthcare organization who meets the organization’s DSHS-approved definition of patients eligible for routine screening.

“Community Level Interventions” means interventions designed to change community norms and behaviors to better support HIV prevention and health rather than changing the behavior of an individual to reduce personal risk.

“Core HIV Prevention Programs” means programs designed to offer community engagement services, condom distributions and focused HIV testing and linkage/engagement services to groups with higher numbers of people living with HIV infections.

“Department of State Health Services” or “DSHS” means the administrative agency established under Chapter 12 of the Texas Health and Safety Code.

“Engagement in Care” means programs that provide testing and screening services to assist previously diagnosed clients who are not currently in care with entering HIV related medical care and, at a minimum, consists of referral and offer of assistance with making an initial medical appointment and addressing barriers to keeping that appointment.

“ESBD” means the Electronic State Business Daily, the electronic marketplace where State of Texas bid opportunities over \$25,000 are posted. The ESBD may currently be accessed at <http://www.txsmartbuy.com/sp>.

“Focused HIV Testing” means programs that are designed to promote testing to priority populations (formerly known as Targeted HIV testing).

"Grantee" means the organization(s) awarded a contract to provide one or more of the five HIV prevention services in this RFA.

“Health and Human Services Commission” or “HHSC” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“Human Immunodeficiency Virus” or “HIV” means either of two retroviruses, HIV-1 and HIV-2, that infect and destroy helper T cells of the immune system causing the marked reduction in their numbers that is diagnostic of AIDS.

“HIV Morbidity” means a measure of the frequency of occurrence of HIV among a defined population during a specified time.

“HIV-Related Medical Care” means the monitoring and treatment of a person living with HIV infection.

“HIV Screening” means testing members of a population for HIV without regard to personal risk.

“HIV Service Delivery Area” or “HSDA” means a set of Texas counties that defines a HIV prevention and services delivery area. See Appendix 1.

“Jail Medical Services Programs” means programs that provide health services for inmates, including health assessments, health screenings, chronic disease management, dental services, mental health and other professional healthcare services.

“Key Personnel” means an Applicant organization's project contact, fiscal contact, and Executive Director or any other key stakeholders for the proposed project(s).

“Linkage to Care” means a programs effort to successfully link a person newly diagnosed with HIV to HIV related medical care on a timely basis and, at a minimum, consists of referral and offer of assistance with making an initial medical appointment and addressing barriers to keeping that appointment.

“Linkage Rate” means a rate that is calculated by dividing the proportion of newly diagnosed clients who have confirmed linkage to medical care within three months of their test by the total number of newly diagnosed clients.

“Navigators” means volunteers or paid staff who help clients obtain timely access to HIV prevention, medical, and social services.

“New Positivity Rate” means a rate that is calculated by the dividing the number of positive HIV tests for newly diagnosed clients by the total number of HIV tests for the Core HIV Prevention programs.

“Non-Occupational Post-Exposure Prophylaxis” or “nPEP” means the use of antiretroviral drugs as soon as possible after a high-risk exposure to HIV to reduce the possibility of HIV infection.

“Opt-Out HIV Screening” means HIV tests that are performed after providing verbal or written notice and opportunity to opt-out.

“Person living with HIV” or “PLWH” means a person living with a diagnosis of HIV.

“Program Operating Procedures and Standards” or “POPS” means a DSHS policy document that describes required actions and best practice recommendations for contractors for HIV, STD, and viral hepatitis services. It can be found at <https://www.dshs.texas.gov/hivstd/pops/>.

“Positivity Rate” means a rate that is calculated by dividing the number of positive HIV tests by the total number of tests conducted by the program.

“Pre-exposure HIV Prophylaxis” or “PrEP” means a preventive treatment for HIV infection in which antiretroviral drugs are taken by a person who is HIV and is at a high risk of contracting HIV.

“Priority Population(s)” means groups of people that are the primary client population for an intervention or program.

“Project” means the work and activities for which grant funding is awarded and information is provided as part of the response to this Solicitation. During the open application period and before selection of grant recipients are made, the Project will be known as the Proposed Project.

"Public Health Follow-Up" or "PHFU" means a set of disease intervention activities conducted by local or regional health departments to limit further spread of communicable disease, including HIV infection, through elicitation and notification of partners of persons with newly-diagnosed infections and delivery of testing and counseling to these partners.

"Referral" means directing clients to relevant and available resources to address their healthcare and social needs.

"Respondent" means the entity responding to this Solicitation.

"Routine HIV Screening in Healthcare Settings" means HIV screening that is integrated into health care services for all clients of a facility.

"Solicitation" means this Request for Applications including any Exhibits and Addenda, if any.

"State" means the State of Texas and its instrumentalities, including HHSC, the System Agency and any other state agency, its officers, employees, or authorized agents.

"Sexually Transmitted Disease" or "STD" means any of various diseases or infections that can be transmitted by direct sexual contact including some (such as HIV, syphilis, gonorrhea, chlamydia, and genital herpes) chiefly spread by sexual means and others (such as hepatitis B) often contracted by nonsexual means.

"Structural Interventions" means community-level interventions that are focused on changing community norms and behaviors and systems interventions that focus on changing policy, organizational structure, service systems, and power structures.

"Successful Applicant" means an organization that receives a grant award because of this RFA. May also be referred to as "Grantee," "Awarded Applicant," "Sub-recipient" or "Grant Recipient."

"Supplant" (verb) means to replace or substitute one source of funding for another source of funding. A recipient of contract funds under this RFA must not use the funds to pay any costs the recipient is already obligated to pay. If a grantee, prior to responding to an RFA, had committed to provide funding for activities defined in the contract's statement of work, then the grantee must provide the amount of funding previously committed in addition to the amount requested under this RFA.

"System Agency" means the Texas Health and Human Services Commission, its officers, employees or authorized agents.

"Texas HSC" means the Texas Health and Safety Code.

"TAC" means the Texas Administrative Code, which is a listing of rules that are created by state agencies to carry out laws.

"Viral Load" means the amount of HIV circulating in the blood of a person living with HIV.

"Work Plan" A written plan describing how services will be delivered to the eligible population. Details from the work plan must be approved by DSHS and will be incorporated in the contract.

### **1.3 AUTHORITY**

The System Agency is requesting applications under Chapter 81 of the Health and Safety Code. The CDC Integrated HIV Surveillance and Prevention Programs for Health Departments is authorized under 307, 317(k)(2) of the Public Health Service Act.

**The remainder of this page is intentionally left blank.**

## ARTICLE II. SCOPE OF GRANT AWARD

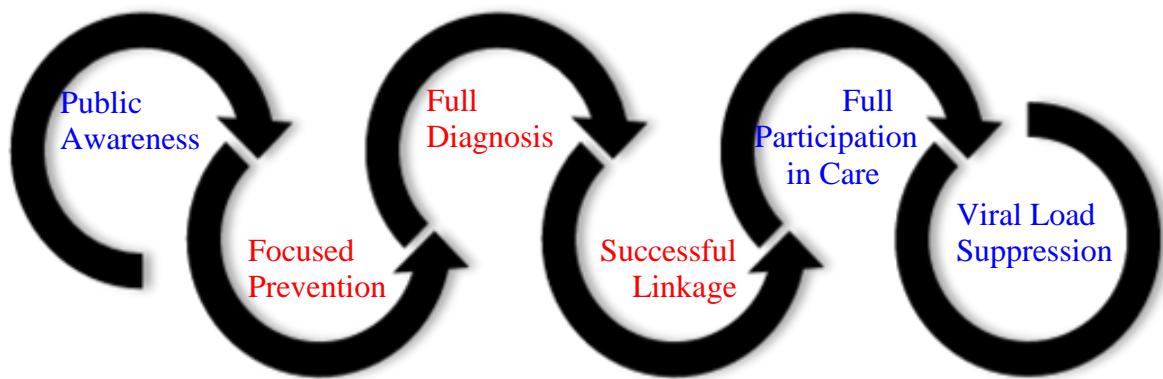
### 2.1 PROGRAM BACKGROUND AND FUNDING OPPORTUNITIES

#### 2.1.1 Program Background

In Texas, HIV prevention and treatment services are provided according to the [Texas HIV Plan \(Plan\)](#). The Plan, is a public health blueprint for preventing new HIV infections in Texas and ensuring that individuals living with HIV have access to systems of care. The Plan also offers a comprehensive approach to reducing HIV based on public health principles, advances in science and research, and the continuum of HIV care.

The goals and accompanying strategies in the Plan are the basis for the funding opportunities in this RFA. They were developed to prioritize actions and coordinate the use of resources across communities and groups affected by HIV. The Plan has six domains, shown below in Figure 1.

**Figure 1: Domains in the Texas HIV Plan**



This RFA provides five funding opportunities in three of the Plan domains: Focused Prevention, Full Diagnosis and Successful Linkage. The Focused Prevention domain includes strategies and actions to prevent the acquisition of HIV in populations with the greatest vulnerability to HIV. The Full Diagnosis and Successful Linkage domains call for actions to reduce the number of Texans with undiagnosed HIV infections and to shorten the time between diagnosis and treatment for people with HIV infections, respectively.

Persons with undiagnosed infections cannot benefit from treatment to extend and improve the quality of their lives and are more likely to transmit HIV to others. DSHS estimates that 13% - 22% percent of all Texans with HIV are unaware of their infections. The Plan calls for this number to be lowered to no more than 10%.

Treatment for HIV infection helps people with HIV live healthier and longer lives. Current guidelines call for treatment to start soon after the diagnosis is made.<sup>1 2</sup> Linkage refers to the length of time between diagnosis and evidence of receiving HIV-related medical care. The Plan's goal is for 90% of newly diagnosed Texans to be linked with HIV-related medical care within three months of diagnosis. In 2016, about 81% of all Texans with a new HIV diagnosis were linked to care within three months. One in ten were not linked to HIV care within one year of their diagnosis. Black men who have sex with men (MSM) and youth aged 15-24 are the most likely to have late linkage or no care at all in the first year after diagnoses.

To reduce the number of undiagnosed Texans and improve timely linkage to HIV care, DSHS funds routine HIV Screening programs in healthcare settings and programs that use Focused HIV Testing and linkage approaches to serve persons in populations with high numbers of persons living with HIV (PLWH). Across 2015 and 2016, Focused HIV Testing programs funded by DSHS made almost 1,200 new diagnoses, with 80 percent of these clients linked to HIV care within three months. During this period, DSHS routine HIV Screening programs made 564 new diagnoses, with 89 percent of these clients having timely linkage.

### **2.1.2 Funding Opportunities**

The five funding opportunities available through this RFA are:

1. Routine HIV Screening in Healthcare Settings

Routine HIV Screening in Healthcare Settings aims to increase the number of opt-out HIV screening tests in hospital emergency centers, community health centers that serve under- and uninsured populations, and jail medical services. These screening programs have requirements for minimum HIV positivity rates and rates of timely linkage of newly-diagnosed clients to HIV-related medical care. Screening programs must also assist their clients who were previously diagnosed but who are not in HIV-related care to enter such care. This funding opportunity falls under the *Full Diagnosis* and *Successful Linkage* domains of the Plan.

2. Core HIV Prevention Programs

Core HIV Prevention Programs provide four (4) services: community engagement; condom distribution, focused HIV testing; and linkage/engagement to HIV-related treatment. These programs must collaborate and coordinate their services with other HIV prevention and treatment providers and with organizations that provide other services that are critical to their clients. Core HIV Prevention Programs have requirements for minimum new positivity rates and rates of timely linkage of newly-diagnosed clients to HIV-related care and treatment. This funding opportunity also falls under the *Full Diagnosis* and *Successful Linkage* domains of the Plan.

3. Pre-Exposure Prophylaxis and Non-Occupational Post Exposure Prophylaxis Programs

The third funding opportunity falls under the *Focused Prevention* domain of the Plan. This domain calls for actions to reduce the number of Texans who acquire HIV infections each year. A scientific consensus has emerged that certain HIV treatment drugs can be used by

---

<sup>1</sup> Hall HI, Tang T, Westfall AO, and Mugavero MJ. HIV Care Visits and Time to Viral Suppression, 19 U.S. Jurisdictions, and Implications for Treatment, Prevention and the National HIV/AIDS Strategy. *PLoS ONE* 2013 8(12): e84318.

<sup>2</sup> Kazak M, Zinski A, Leeper C Et al. Late diagnosis, delayed presentation and late presentation in HIV. *Antiviral Therapy* 2013; 17-23.

persons without HIV infection to prevent acquisition of HIV. This is known as pre-exposure prophylaxis (“**PrEP**”). This intervention joins the more established practice of providing HIV treatment drugs immediately following direct exposure to HIV to reduce the chances of HIV acquisition (post-exposure prophylaxis, or “**PEP**”). This RFA limits use of PEP to persons with non-occupational exposures to HIV (“**nPEP**”).

For PrEP and nPEP programs to be cost-effective, these programs must be focused on persons with substantial risk for acquiring HIV infection. However, many who might benefit are not aware of PrEP or nPEP or have limited access to clinicians to prescribe the needed medications or to the supportive services that aid clients in obtaining medications, adhering to instructions for their use, and further reducing personal risk.

PrEP and nPEP programs funded under this RFA have three required components:

- (1) community-based PrEP and nPEP education and promotion activities;
- (2) promoting PrEP and nPEP with clinical providers who are not currently prescribing PrEP and/or nPEP; and
- (3) delivery of PrEP and/or nPEP clinical and client support services (e.g., help getting medication, prevention and adherence counseling, etc.).

Grantees funded for this funding opportunity must collaborate and coordinate with other organizations promoting or providing PrEP and/or nPEP and with regional Core HIV Prevention Programs.

#### 4. Client Level Interventions

The fourth funding opportunity, which also falls under the Focused Prevention domain of the Plan, funds group and individual-level behavioral interventions. The interventions may be focused on clients with diagnosed HIV infections as well as clients who are not living with HIV. The interventions must be evidence-based or evidence-informed (home grown) as described in this RFA. Grantees must tailor interventions to meet the needs of their priority populations and must collaborate and coordinate services with other HIV/STD service providers and medical and social services providers. Programs tailor outreach, recruitment, and program features and contents based on the needs and concerns of the priority population. Grantees must maintain close collaboration and coordination with area providers of Core HIV Prevention Programs.

#### 5. Structural Interventions

The fifth and final funding opportunity, also under the *Focused Prevention* domain, funds community-level and system-level interventions to change the social and environmental factors and organizational structures that increase vulnerability to HIV or create barriers to prevention. These interventions have a variety of desired outcomes, such as increasing social support for persons in key affected populations, reducing stigma, addressing needs for social services in key affected populations, or changing policies or organizational structures that are barriers to HIV services. Applicants should propose innovative programs that may include elements of traditional community level interventions, such as Mpowerment and Popular Opinion Leader (“POL”), community mobilization, and system-focused interventions that focus on changes to institutions, policies, and service systems. Applicants must maintain close collaboration and coordination with area providers of core HIV prevention programs, and communication with the priority population(s) included in the application.

## 2.2 ELIGIBLE SERVICE AREAS AND POPULATIONS

### 2.2.1 Eligible Service Areas

For the Routine HIV Screening in Healthcare Settings funding opportunity, eligible service areas are located in the 15 Texas counties with the highest number of PLWH in 2016 (Appendix 5): Bell, Bexar, Cameron, Collin, Dallas, Denton, El Paso, Fort Bend, Galveston, Harris, Hidalgo, Jefferson, Montgomery, Travis, and Tarrant counties.

For funding opportunities 2 through 5, this RFA uses HSDAs to specify eligible areas.<sup>3</sup> Each HSDA has locally-relevant priority populations, and at least one of these populations must be included as an intended recipient of the program. Most HSDAs have additional priority populations that may be included as intended clients of a program/intervention.

DSHS divided the HSDAs into areas based on the numbers and rates of HSDA residents with diagnosed HIV infections, with area labeled as area 1 has the highest levels of HIV morbidity and area 4 having the lowest.<sup>4</sup>

The HSDAs in area 4 are ineligible for funded prevention services under this RFA and applications may not include services for these HSDAs.

**Table 1: HSDAs in Each Area**

Area	
1A	Austin
1B	Dallas
1C	Houston
1D	San Antonio
1E	Fort Worth
2	Beaumont-Port Arthur; Brownsville; El Paso; Galveston; Tyler-Longview
3	Amarillo; Bryan-College Station; Corpus Christi; Laredo; Lubbock; Lufkin; Midland-Odessa, Temple-Killeen; Texarkana, Waco
4	Abilene; San Angelo; Sherman-Denison; Uvalde; Victoria; Wichita Falls

The services that may be delivered in eligible areas are shown below.

**Table 2: Eligible Programs by Area**

Area	Core HIV Prevention Programs	PrEP and nPEP Programs	Client Level Interventions	Structural and Community Level Interventions
1A	X	X	X	X
1B	X	X	X	X
1C	X	X	X	X
1D	X	X	X	X
1E	X	X	X	X

<sup>3</sup> The counties in each HSDA are shown in Appendix 1.

<sup>4</sup> Appendix 2 provides more information on how HSDA scores were calculated.

2	X	X	X	X
3	X			X

Applicants may propose to serve all counties in an HSDA, or they may propose to serve a limited number of counties in an HSDA. Applicants may apply to provide services in more than one eligible HSDA.

### 2.2.2 Eligible Populations

The eligible priority populations for funding opportunities 2 through 5 are based on the epidemic profile of each HSDA and are listed in Tables 3 – 6 below.<sup>5</sup>

Column 1 in the tables lists the HSDA where services will be delivered. Column 2 shows the core priority populations. Core priority populations are the locally relevant priority populations from the Texas HIV Plan. At least one of the core priority populations in the second column must be included as a priority population in applications. Column 3 shows other populations that may be included as additional priority populations in applications. Naming a group as a priority population for a program means that the services are primarily marketed to and tailored for that group. It does not mean that services must be delivered only to the priority populations, but that recruitment and outreach will be directed to priority populations.

If an Applicant proposes to provide client level services to PLWH or proposes structural interventions focused on PLWH, it is sufficient to identify PLWH as the intended priority population. Applicants are encouraged to further describe their intended service population if it is necessary to clarify their program descriptions. For example, an Applicant could propose a group level intervention for PLWH without further description of the intended participation, but if the intervention will focus on specific populations, such as Black MSM or youth living with HIV, applicants should provide that description.

If the applicant applies to deliver a program in an ineligible HSDA or if the Application includes an ineligible population, the application for that funding opportunity will not be scored.

---

<sup>5</sup> The methods for determining locally-relevant eligible populations are described in Appendix 3

**Table 3: Eligible populations for the Core HIV Prevention Funding Opportunity**

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>HSDA</b>	<b>Core Priority Populations</b>	<b>Optional Additional Populations</b>
<b>Area 1</b>		
1A - Austin	Hispanic MSM, Black MSM, White MSM, transgender persons	
1B - Dallas	Hispanic MSM, Black MSM, White MSM, Black heterosexual women, transgender persons	Black heterosexual men, Hispanic heterosexual women, people who inject drugs (PWID); MSM who inject drugs (MSM/PWID)
1E - Fort Worth	Hispanic MSM, Black MSM, White MSM, Black heterosexual women, transgender persons	
1C - Houston	Hispanic MSM, Black MSM, White MSM, Black heterosexual women, transgender persons	
1D - San Antonio	Hispanic MSM, Black MSM, White MSM, transgender persons	PWID
<b>Area 2</b>		
Beaumont – Port Arthur	Black MSM, Black heterosexual women, transgender persons	PWID
Brownsville	Hispanic MSM, transgender persons	Hispanic heterosexual men and women
El Paso	Hispanic MSM, transgender persons	
Galveston	Hispanic MSM, Black MSM, White MSM, transgender persons	
Tyler-Longview	Black MSM, White MSM, Black heterosexual women, transgender persons	
<b>Area 3</b>		
Amarillo	Hispanic MSM, White MSM, transgender persons	
Bryan-College Station	Hispanic MSM, Black MSM, White MSM, transgender persons	
Corpus Christi	Hispanic MSM, White MSM, transgender persons	
Laredo	Hispanic MSM, transgender persons	Hispanic heterosexual women
Lubbock	Hispanic MSM, White MSM, transgender persons	
Lufkin	Black MSM, Black heterosexual women, transgender persons	PWID
Midland-Odessa	Hispanic MSM, White MSM, transgender persons	
Temple-Killeen	Black MSM, White MSM, transgender persons	
Waco	Black MSM, White MSM, Black heterosexual women, transgender persons	

**Table 4: Eligible populations for the PrEP and nPEP Funding Opportunity**

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>HSDA</b>	<b>Core Priority Populations</b>	<b>Optional Additional Populations</b>
<b>Area 1</b>		
1A - Austin	Hispanic MSM, Black MSM, White MSM, transgender persons	
1B - Dallas	Hispanic MSM, Black MSM, White MSM, Black heterosexual women, transgender persons	Black heterosexual men, Hispanic heterosexual women, people who inject drugs (PWID); MSM who inject drugs (MSM/PWID)
1E - Fort Worth	Hispanic MSM, Black MSM, White MSM, Black heterosexual women, transgender persons	
1C - Houston	Hispanic MSM, Black MSM, White MSM, Black heterosexual women, transgender persons	
1D - San Antonio	Hispanic MSM, Black MSM, White MSM, transgender persons	PWID
<b>Area 2</b>		
Beaumont – Port Arthur	Black MSM, Black heterosexual women, transgender persons	PWID
Brownsville	Hispanic MSM, transgender persons	Hispanic heterosexual men and women
El Paso	Hispanic MSM, transgender persons	
Galveston	Hispanic MSM, Black MSM, White MSM, transgender persons	
Tyler-Longview	Black MSM, White MSM, Black heterosexual women, transgender persons	

**Table 5: Eligible populations for the Client-Level Interventions Funding Opportunity**

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>HSDA</b>	<b>Core Priority Populations</b>	<b>Optional Additional Populations</b>
<b>Area 1</b>		
1A - Austin	Hispanic MSM, Black MSM, White MSM, transgender persons, PLWH	
1B - Dallas	Hispanic MSM, Black MSM, White MSM, Black heterosexual women, transgender persons, PLWH	Black heterosexual men, Hispanic heterosexual women, people who inject drugs (PWID); MSM who inject drugs (MSM/PWID)
1E - Fort Worth	Hispanic MSM, Black MSM, White MSM, Black heterosexual women, transgender persons, PLWH	
1C - Houston	Hispanic MSM, Black MSM, White MSM, Black heterosexual women, transgender persons, PLWH	
1D - San Antonio	Hispanic MSM, Black MSM, White MSM, transgender persons, PLWH	PWID
<b>Area 2</b>		
Beaumont – Port Arthur	Black MSM, Black heterosexual women, transgender persons, PLWH	PWID
Brownsville	Hispanic MSM, transgender persons, PLWH	Hispanic heterosexual men and women
El Paso	Hispanic MSM, transgender persons, PLWH	
Galveston	Hispanic MSM, Black MSM, White MSM, transgender persons, PLWH	
Tyler-Longview	Black MSM, White MSM, Black heterosexual women, transgender persons, PLWH	

**Table 6: Eligible Populations for the Structural Intervention Funding Opportunity**

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>HSDA</b>	<b>Core Priority Populations</b>	<b>Optional Additional Populations</b>
<b>Area 1</b>		
1A - Austin	Hispanic MSM, Black MSM, White MSM, transgender persons, PLWH	
1B - Dallas	Hispanic MSM, Black MSM, White MSM, Black heterosexual women, transgender persons, PLWH	Black heterosexual men, Hispanic heterosexual women, people who inject drugs (PWID); MSM who inject drugs (MSM/PWID)
1E - Fort Worth	Hispanic MSM, Black MSM, White MSM, Black heterosexual women, transgender persons, PLWH	
1C - Houston	Hispanic MSM, Black MSM, White MSM, Black heterosexual women, transgender persons, PLWH	
1D - San Antonio	Hispanic MSM, Black MSM, White MSM, transgender persons, PLWH	PWID
<b>Area 2</b>		
Beaumont – Port Arthur	Black MSM, Black heterosexual women, transgender persons, PLWH	PWID
Brownsville	Hispanic MSM, transgender persons, PLWH	Hispanic heterosexual men and women
El Paso	Hispanic MSM, transgender persons, PLWH	
Galveston	Hispanic MSM, Black MSM, White MSM, transgender persons, PLWH	
Tyler-Longview	Black MSM, White MSM, Black heterosexual women, transgender persons, PLWH	
<b>Area 3</b>		
Amarillo	Hispanic MSM, White MSM, transgender persons, PLWH	
Bryan-College Station	Hispanic MSM, Black MSM, White MSM, transgender persons, PLWH	
Corpus Christi	Hispanic MSM, White MSM, transgender persons, PLWH	
Laredo	Hispanic MSM, transgender persons, PLWH	Hispanic heterosexual women
Lubbock	Hispanic MSM, White MSM, transgender persons, PLWH	
Lufkin	Black MSM, Black heterosexual women, transgender persons, PLWH	PWID
Midland-Odessa	Hispanic MSM, White MSM, transgender persons, PLWH	
Temple-Killeen	Black MSM, White MSM, transgender persons, PLWH	
Waco	Black MSM, White MSM, Black heterosexual women, transgender persons, PLWH	

## 2.3 GRANT AWARD AND TERM

### 2.3.1 Available Funding

The anticipated funding available through this RFA for a twelve (12) month grant funding year is **NINETEEN MILLION DOLLARS (\$19,000,000.00)** for state and federal grant funds and it is HHSC’s intention to make multiple awards. Applications for each funding opportunity for the twelve (12) month period must be submitted. Funding will be divided across the five funding opportunities as shown in Table 7 below. For each funding opportunity, DSHS has estimated the number of awards to be made in each eligible area and has set award caps. The typical awards noted below should not be considered minimum awards. Applicants must make reasonable estimates of the costs of their proposed programs when creating their budgets. DSHS reserves the right to change the funding allocations based on the quality and number of applications for each opportunity or the availability of funds.

*Table 7: Anticipated Levels of Funding for twelve (12) months for the RFA*

Funding Opportunity	Anticipated Funding	Typical Award	Award Cap
<b>1: Routine HIV Screening in Healthcare Settings</b>	\$3,000,000	\$200,000	\$300,000
<b>2: Core HIV Prevention Programs</b>	Area 1A Austin: \$1,153,460	\$450,000	\$700,000
	Area 1B Dallas \$3,295,600		
	Area 1C Houston \$1,153,460		
	Area 1D San Antonio \$1,483,020		
	Area 1E Fort Worth \$1,153,460		
	Area 2: Beaumont- Port Arthur; Brownsville; El Paso; Galveston; Tyler- Longview \$1,661,000	\$240,000	\$290,000
	Area 3: Amarillo; Bryan-College Station; Corpus Christi; Laredo; Lubbock; Lufkin; Midland- Odessa; Temple-Killeen; Texarkana, Waco \$1,100,000	\$235,000	\$250,000
<b>3: PrEP and nPEP Programs</b>	Area 1A, 1B, 1C, 1D, 1E and 2: \$2,200,000	\$150,000	\$200,000

<b>4: Client-Level Interventions</b>	Area 1A, 1B, 1C, 1D, 1E: \$1,248,000	\$182,000	\$250,000
	Area 2: \$252,000	\$108,000	\$110,000
<b>5: Structural Interventions</b>	Area 1: \$973,700	\$115,000	\$400,000
	Area 2: \$196,300	\$115,000	\$120,000
	Area 3: \$130,000	\$61,000	\$75,000

Applicants must apply for a minimum of one funding opportunity available through this RFA but may apply for more than one. Awards for providers in the City of Houston will be limited.

Funding awarded will be based on the merit and scope of the application and other considerations and is at the sole discretion of DSHS. No pre-award spending is allowed.

### **2.3.2 Grant Term**

It is anticipated that the initial grant funding period for this five-year grant will begin January 1, 2020 through December 31, 2020, with up to four (4) renewals on an annual basis subject to available funding that will reflect the twelve (12) month budget. Reimbursement will only be made for those allowable expenses that occur within the term of the grant.

## **2.4 ELIGIBLE APPLICANTS**

To be awarded a contract under this RFA, an Applicant must meet the following minimum qualifications:

- A. Applicant must be governmental entities, non-governmental entities, not-for-profit organizations, for-profit entities or association. Individuals are not eligible to apply.
- B. Applicant must be able to provide services in the eligible counties or HSDAs that they propose to serve and must have a physical location in one of the HSDAs.
- C. Applicant must be established as an appropriate legal entity under applicable state statutes and must have the authority and be in good standing to do business in Texas and to conduct the activities described in this RFA.
- D. For funding opportunity: HIV Screening in Healthcare Setting, eligible Applicants are hospital emergency departments in healthcare systems/health networks, primary care offices within community health centers that serve under- and uninsured populations, and jail medical services. Applicants should note that DSHS' priority is to establish screening in emergency departments before

expanding to other settings. Furthermore, eligible applicants must operate a facility in one of the following counties: Bell, Bexar, Cameron, Collin, Dallas, Denton, El Paso, Fort Bend, Galveston, Harris, Hidalgo, Jefferson, Montgomery, Tarrant, or Travis Counties.

- E. Applicant must be on the following list if they are Professional Corporations, Professional Associations, Texas Corporations, and/or Texas Limited Partnership Companies. Secretary of State (SOS) at <https://direct.sos.state.tx.us/acct/acct-login.asp>.
- F. Applicant must have a DUN and Bradstreet (D&B) Data Universal Numbering System (DUNS) number as the Universal Identifier.
- G. Applicant may not apply for funds under this RFA if currently debarred, suspended, or otherwise excluded or ineligible for participation in Federal or State assistance programs.
- H. Applicant may not be eligible for contract award if audit reports or financial statements submitted with the application, if any, identify concerns regarding the future viability of the Applicant, material non-compliance, or material weaknesses that are not satisfactorily addressed, as determined by DSHS.
- I. Applicant's staff members, including the executive director, must not serve as voting members on their employer's governing board.
- J. In compliance with Comptroller of Public Accounts and Statewide Procurement Division rules, a name search will be conducted using the websites listed in this section prior to the development of a contract. Applicant is ineligible to contract with DSHS if a name match with a negative report is found on any of the following lists:

The [System for Award Management](https://www.sam.gov/SAM/) (SAM) – Federal at <https://www.sam.gov/SAM/>

The Office of Inspector General (OIG) List of Excluded Individuals/Entities Search– State <https://oig.hhsc.state.tx.us/Exclusions/search.aspx>; and

Texas Comptroller of Public Accounts (CPA) Debarment List located at <https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php> If this web link does not open, copy and paste to your internet browser window.

Except as expressly provided above, Applicant is not considered eligible to apply unless the Applicant meets the eligibility conditions to the stated criteria listed above at the time the application is submitted. Applicant must continue to meet these conditions throughout the selection and funding process. DSHS expressly reserves the right to review and analyze the documentation submitted and to request

additional documentation and determine the applicant's eligibility to compete for the contract award.

## **2.5 PROGRAM REQUIREMENTS**

Successful Applicants (Grantees) will receive awards for at least one of the five funding opportunities available through this RFA:

- (1) Routine HIV Screening in Healthcare Settings;
- (2) Core HIV Prevention Programs;
- (3) PrEP and nPEP Programs;
- (4) Client-Level Interventions; and
- (5) Structural Interventions.

Grantees shall comply with the following program requirements:

- A. Grantee must develop a strategic implementation plan that outlines key actions and milestones for integrated implementation of services included in the award. This plan must address how the Grantee will integrate activities and goals for all activities funded under this RFA with any other HIV-related services the Grantee delivers. In addition, the plan must describe how all of Grantees activities are integrated into local service systems to promote comprehensive and integrated approaches to HIV prevention and treatment. DSHS will provide tools and guidance on development of the strategic implementation plan to Grantee.
- B. Grantee must comply with all applicable regulations, standards and guidelines applicable to the awarded funding opportunity. Grantee must comply with all relevant HIV/STD Program and TB/HIV/STD Unit policies and procedures, including but not limited to [Policy 530.002](#) prohibiting discrimination in program services. Before writing an application, Applicants are advised to review the [Program Operating Procedures and Standards](#) and the [HIV Prevention Program Reports and Forms](#), applicable state law and rules, and program policies and any reporting requirements associated with all funding opportunities.
- C. Grantee must submit data on program activities and client contacts using systems and formats specified by DSHS. More specific information on reporting requirements may be outlined in the descriptions of the funding opportunities and may change based on needs of DSHS for information to be used in program monitoring and evaluation.
- D. Grantee must submit written interim and annual reports to DSHS that summarize the activities and services delivered and discuss the barriers and facilitators of the effective delivery of their funded activities. DSHS will provide report formats and specify the due dates.
- E. Grantee must participate in local HIV planning and evaluation activities and must participate in local efforts to coordinate HIV prevention and treatment services.

- F. Grantee must maintain active collaboration and coordination with providers of services that are relevant to the needs of their client populations.
- G. Grantee must participate in DSHS-identified trainings and coaching sessions. Waiver of any training requirement is at the sole discretion of DSHS.
- H. When requested, Grantee must cooperate with any DSHS-funded activities to raise awareness of HIV, promote prevention services, or encourage testing and use of PrEP and nPEP.
- I. Grantee must participate in *Data to Care* activities as requested by local health departments and DSHS.
- J. Grantee must deliver all services in a culturally competent and sensitive manner, taking low health literacy into account, using the [National Standards for Culturally and Linguistically Appropriate Services \(CLAS\) in Health and Health Care](#). Grantee must implement strategies to ensure that the program is culturally, linguistically and educationally appropriate to meet the needs of the priority population(s), and ensure that program staff have strong socio-cultural identification with the priority population(s).
- K. Grantee must make free condoms readily available to its clients. Grantee can request condoms from DSHS.
- L. Grantee must submit literature/materials to be used in prevention activities funded by DSHS for review and approval by a locally constituted review panel that meets [DSHS requirements](#).
- M. Grantee shall perform other activities as may be reasonably requested by DSHS to meet the goals of the Texas HIV Plan and this RFA.
- N. Grantees who deliver client services under this RFA, must maintain referral agreements with providers of services that their clients typically need; required referral partners are listed in the descriptions of the funding opportunities in Article II of this RFA. Standards for referrals can be found in the [POPS](#).

### **2.5.1 Funding Opportunity 1 - Routine HIV Screening in Health Care Settings Program Requirements**

- A. Grantee should review routine screening program recommendations from the [CDC](#) and the [US Preventive Services Task Force](#) before writing their response.
- B. Grantee must implement routine HIV screening in hospital emergency centers in healthcare systems/health network; primary care offices in community health centers that serve under- and uninsured populations; and/or jail medical services.

- C. Grantee must operate a facility in one of the following counties: Bell, Bexar, Cameron, Collin, Dallas, Denton, El Paso, Fort Bend, Galveston, Harris, Hidalgo, Jefferson, Montgomery, Tarrant, or Travis Counties.
- D. Grantee must ensure management of the funding and implementation of the program must be directed by the administration and medical staff of the healthcare organization.
- E. Grantee must ensure funds from this opportunity are not be used to conduct the legally-required screening for HIV, hepatitis B, and syphilis during prenatal care and at labor and delivery.
- F. Grantee must ensure Testing programs operate under standing delegation orders of a physician (see [Texas HSC §85.085](#)).
- G. Grantee must ensure funds are used for the three core components of an HIV screening program:
  - 1. Routine HIV screening and notification of HIV-positive test results;
  - 2. Linkage to and engagement in HIV-related medical care for patients with HIV positive test results; and
  - 3. Program management to develop policy and infrastructure to assure sustainable screening and quality improvement of screening activities
- H. Grantee must ensure personnel are assigned to:
  - (1) coordinate all grant activities including the management and oversight of screening activities, training, quality assurance and improvement, and all reporting requirements; and
  - (2) notify patients who screen positive of their test results and refer and confirm linkage to medical care and other services.
- I. Grantee must submit data on program activities and client contacts using systems and formats specified by DSHS. DSHS may change the program reporting requirements or formats during the project period based on program evaluation or reporting needs.
- J. Grantee must provide a non-identified, client level electronic data set to DSHS that includes at least the following information on all patients tested for HIV: birth date; gender; race/ethnicity; test sample date; testing technology used and specimen type; and test result.
- K. For all patients with HIV positive test results, additional information Grantee must include, for all patients with HIV positive test results, the following additional information in the monthly data submission to DSHS: name of patient; confirmation that positive test results were delivered to the patient; and status of referrals/confirmation to HIV-related medical care. Grantees are responsible for

updating information on the status of referrals/confirmation to HIV-medical care monthly until they have evidence that the client attended an HIV-medical appointment or until three attempts have been made to contact the client.

- L. Grantee must obtain DSHS written approval for the policies, protocols, procedures, consent forms, or other materials developed by the Grantee to carry out screening in their facility, and DSHS must approve the written agreements with referral partners and local or regional public health authorities required in this RFA before screening supported by funds from this RFA can begin. Screening must begin no later than 90 days following the Contract start date. The written agreements with HIV-related medical care providers and local or regional public health authorities required by this RFA must be in place within 30 days of the Contract start date.
- M. Grantee must develop and execute policies and procedures to assure that routine HIV screening is integrated into patient care processes. Grantees must develop policies that define the eligible patient populations to be screened, and procedures and protocols to assure that screening as described in the recommendations from the [CDC](#) and the [US Preventive Services Task Force](#) is carried out. This may include actions such as integrating HIV testing into standing orders or laboratory order sets or into intake procedures. Grantees must assure that consent for HIV screening is obtained in accordance with Texas Health and Safety Code [§81.105](#) and [§81.106](#), as amended.
- N. Grantees must use DSHS-approved testing technologies and laboratory approaches. Grantees must follow CDC recommendations for [diagnostic testing algorithms](#). At present, DSHS requires an algorithm that uses Ag/Ab Combo screening and supplemental testing via Genius, HIV-1/2 antibodies, and HIV-1 RNA NAT if required to confirm acute diagnosis. DSHS will notify Grantees if these recommendations change.
- O. Grantees must enact policies and procedures to assure the timely delivery of positive HIV test results to patients, including situations when the patient leaves the premises. Grantees must assure that positive test results are delivered to patients as directed in [Texas Health and Safety Code §81.109](#), as amended. Grantees must enact policies and procedures to assure that HIV positive test results are reported to the local public health authority as directed in [Texas Administration Code 97.132-134](#), as amended.
- P. Grantees are encouraged to work with medical providers and other clinical staff to develop coordinated responses to positive HIV test results into their clinical flow; the interaction for delivering a positive HIV test result be treated similarly to test results for other chronic conditions. Program management will develop policy and infrastructure to assure sustainable screening and quality improvement of screening activities.

- Q. Grantees must facilitate initial linkage to care for newly diagnosed clients and facilitate engagement in care for previously-diagnosed clients who are not currently in care for their HIV-infections. Linkage is the process of assisting persons with *new* diagnoses of HIV infection with entering HIV-related medical care. Engagement in HIV-related medical care means helping persons with previously-diagnosed HIV infections who are not currently getting HIV-related medical care to enter such care. The term engagement is used both for people who have never been in HIV-related care and for people with a history of treatment who have not been in care for the past year. While the activities and partners for linkage and engagement may be very similar, for the purposes of outcome monitoring and evaluation, linkage and engagement outcomes are considered separately. It is likely that the support needed by clients to enter care will differ based on their diagnosis and history of treatment. To determine whether linkage or engagement services are needed, Grantees must follow DSHS procedures for verifying testing history and participation in HIV-related medical care with disease surveillance staff. If clients refuse permission for such verification, then client self-report of diagnosis history and participation in care should be used to guide linkage/engagement activities.
- R. Grantee must enact policies and procedures that create strong referral pathways to care and address the common barriers to linkage and entry into care. Grantees must establish formal written referral agreements and protocols with at least one (1) local provider of HIV-related medical services; the agreement must include a process to confirm successful linkage/engagement in medical care. The referral agreement(s) and other linkage/engagement policies and procedures must be approved by DSHS and in place within thirty (30) days of the effective date of the contract.
- S. Grantee must maintain relationships with the local or regional public health authority for public health follow-up (i.e. partner elicitation and notification) in order to assure that patients are notified of their diagnosis. A formal written agreement must be in place thirty (30) days after the effective date of the resulting Contract. DSHS must approve this written agreement.
- T. Grantees may propose enhanced linkage and engagement interventions. These programs go beyond active referral activities and use formal, structured activities to assure secure linkage or engagement. Grantees are encouraged to adopt the evidence-based and best practice interventions listed in the [Compendium of Evidence Based Interventions and Best Practices for HIV Prevention](#). Most of these activities use brief case management activities to facilitate secure linkage; the most well-known of these is ARTAS (Anti-Retroviral Treatment and Access to Services). Enhancement programs must not involve long-term support for maintenance in care and must not duplicate or supplant existing programs for supporting entry in HIV-related care. Enhanced linkage and engagement programs must be coordinated with or integrated into local systems for HIV-related care.

Program management will develop policy and infrastructure to assure sustainable screening and quality improvement of screening activities

- U. Grantee must develop or enhance electronic health records and supplemental data collection systems as necessary to collect and report required patient data to be submitted to DSHS monthly; track patients identified through screening to ensure successful linkage to or engagement in HIV-related medical care; provide ongoing feedback to organization's routine screening staff regarding progress to meeting project goals; and inform quality improvement actions related to routine screening activities.
- V. Grantee must engage with medical and organizational leadership to put policies in place and act to ensure that HIV screening is fully integrated into patient care and to build the sustainability of screening in the absence of DSHS-financial support. Grantees must report on such efforts on interim and final reports to DSHS.
- W. Grantee must implement an opt-out basis, as defined in Article I, Section 1.2. Descriptions of routine screening can be found in the [Revised Recommendations for HIV Testing of Adults, Adolescents, and Pregnant Women in Health Care Settings](#) from the CDC and in [recommendations from the U. S. Preventive Services Task Force](#).
- X. Grantee must develop a formal, written quality improvement plan based on the [DSHS QM Core tool](#) to evaluate the routine testing processes on an annual basis.

#### **2.5.2 Funding Opportunity 2 - Core HIV Prevention Programs Program Requirements**

- A. Grantee shall implement core HIV prevention programs in Area 1A, 1B, 1C, 1D, 1E, 2, and 3 HSDAs as described in this RFA. Grantee must focus on at least one of the locally-relevant priority populations in the eligible HSDA. In addition to the selected priority populations(s), Grantee may provide services to one or more of the additional populations listed for the eligible HSDA. Grantee may provide services to more than one HSDA but must be physically located in in one of those HSDAs.
- B. Grantee must use funds for the four components of a core HIV prevention program and other required activities enumerated below. The components are:
  1. Engagement of groups and communities to be served;
  2. Condom distribution;
  3. Focused HIV and syphilis testing and tailored health education, with the option to provide testing for other STIs and HCV; and
  4. Linkage/enrollment in medical care for clients who are living with an HIV infection, and referral to PrEP and nPEP and other needed services for clients with a negative HIV test result who are at higher risk for acquiring an HIV infection. Applicants may propose optional enhanced interventions to improve linkage to medical services.
- C. Grantee should review DSHS requirements for these activities in the POPS and review [guidance from the CDC on HIV testing in non-clinical settings](#).

- D. Grantee will submit data on program activities and client contacts using systems and formats on a monthly basis as specified by DSHS. Applicants funded under this scope must provide program and individual-level information on each client served by their program, including but not limited to:
1. Information on community engagement activities;
  2. Number of condom distribution sites and number of condoms distributed;
  3. Client-level information on the characteristics of each client receiving focused testing services and, on the tests, performed and results of such tests;
  4. Information on clients who have positive test results, including client names, to allow DSHS to verify diagnosis history;
  5. Information on the HIV-care status of all clients with positive test results, including information on confirmed referrals to HIV care; and
  6. Information on PrEP/nPEP education and referrals for clients with negative HIV test results.
- E. Grantee must ensure client services begin no later than 90 days following the contract start date.
- F. Grantee will deliver community engagement activities that include all the elements described within this RFA. Grantee must provide outreach and education to the priority populations named in their Application to build trust and rapport and to provide age-appropriate and clear sexual harm reduction information. Grantee must include outreach to community gatekeepers and formal and informal leaders in the program's service populations.
- G. Grantee must engage in active recruitment and outreach strategies that include traditional outreach, social network activities, and use of social media platforms in the specific venues/locations and media platforms that will be included in their strategies.
- H. Grantee must encourage referrals from Disease Intervention Specialist (DIS) and other agencies, and may use formal [social networking strategies](#) to increase referrals from clients to the testing program. Grantees may use tangible reinforcements to encourage testing or as a part of a linkage program. Funds may not be used to make cash payments to intended recipients. Any use of tangible reinforcements must be pre-approved by DSHS.
- I. Grantee must participate in local HIV-related events relevant to their service populations (e.g., testing days, Pride activities) and participate in local efforts to plan for or coordinate delivery of HIV prevention services.
- J. Grantee must maintain a Community Advisory Board to assist with programmatic decision making.

- K. Grantee must use community assessments to evaluate and improve recruitment and outreach strategies. More information on [community assessments and tools](#) is available on the DSHS website.
- L. Grantee must have a condom distribution program with the essential elements described in [DSHS POPS](#). These elements include community assessments to determine condom availability, accessibility and acceptability; establishing condom distribution sites; maintaining adequate supplies of condoms and other prevention materials; and collaborating with community members, venues, and organizations to increase condom distribution and promotion. Grantee must also ensure the provision of condoms and other harm reduction materials to persons during testing encounters. Grantees are encouraged to adopt the recommended best practice activities in the POPS and may propose enhanced activities or interventions to increase condom availability, accessibility and acceptability in their service population(s).
- M. Grantee must have focused HIV testing programs that expands the availability of HIV testing to their proposed priority populations. Grantee must use a combination of strategies to encourage testing, such as offering testing in a variety of settings, providing testing to couples, using tangible reinforcements; and using text messages or other electronic communication to provide testing reminders. Grantee should use innovative activities and partnerships to increase opportunities to test in their community.
- N. Grantee must ensure that syphilis testing is provided to all individuals testing for HIV unless the client refuses. Grantee must collect specimens for syphilis and other Sexually Transmitted Infection (STI) testing concurrent with HIV testing, if appropriate. This includes collecting specimen for extra genital screening for chlamydia and gonorrhea and for hepatitis C antibody testing for at-risk populations.
- O. Grantees must ensure testing programs operate under standing delegation orders of a physician ([Texas HSC §85.085](#)).
- P. Grantee will note that DSHS policy does not require every test conducted by focused testing programs to include individualized risk reduction counseling. The decision to offer individualized risk reduction counseling in a testing session should consider level of client risk, the client's desire for counseling, and the appropriateness of counseling in the testing venue.
- Q. Grantee must ensure that clients who do not receive individualized risk reduction counseling receive a health education message tailored to the assessed needs of the priority population. The work plan section of the application requires Applicants to describe the testing settings proposed and the counseling or tailored health education messages that they will offer.

- R. Grantee must ensure their testing programs include all the required components of a testing program as described in the [Program Operating Procedures and Standards](#), Chapters 1 and 2, including:
1. Obtaining informed consent from client;
  2. Gathering required demographic information;
  3. Offering both anonymous and confidential HIV testing;
  4. Conducting a brief risk assessment as described in the POPS;
  5. Ensuring delivery of HIV test results to clients;
  6. Providing basic information about HIV infection and HIV testing as described in the POPS;
  7. Providing population-specific, age appropriate, culturally affirming health messages and materials that address the client's risk level and prevention needs, which may include risk reduction counseling if appropriate for client needs and demands of the setting;
  8. Providing HIV test results to clients;
  9. Reporting all positive test results, including preliminary positive results, in accordance with [disease reporting rules](#); and
  10. Maintaining documentation as required [in the POPS](#).
- S. Grantee must ensure clients receive their HIV test results in a timely and appropriate manner. Reliable processes for assuring client confidentiality and verifying client identity before delivering a test result must be in place before testing under this award can begin. Negative HIV test results may be delivered in person, by telephone, or through other communication technology. Requirements for results delivery via telephone or other communication technology are outlined in Chapter 1 of the POPS in section 1.1.1 of the POPS.
- T. Grantee must ensure that clients with negative HIV test results receive information on PrEP and nPEP and referral to these services and other needed health and social services as appropriate. PrEP and nPEP information must be supported with materials approved by DSHS. If clients are interested and appear to be eligible for PrEP and/or nPEP, they must be referred to appropriate health care providers.
- U. Grantee must ensure clients also be referred to medical and social services providers to address needs that emerge during the testing session. For example, if a client says that unstable housing or substance use are contributing to their chances of acquiring HIV infection, the client should be offered a referral to address these needs. Grantees must have written referral agreements with PrEP and/or nPEP providers and with other providers who deliver services that are most commonly needed by program clients.
- V. Grantee will note that [Texas Health and Safety Code §81.109](#) requires positive HIV test results to be given in person. Additional service requirements for clients with HIV-positive tests are described in the section on required activities for linkage and enrollment in HIV-related medical care.

- W. Grantee must use testing processes that follow the requirements in [DSHS Policy 2013.02](#). HIV transmission is more likely when people have acute (very recently acquired) HIV infections. Additionally, in order to assure detection of acute infections, Grantees must be able to conduct venipuncture in both field and clinical settings. Point of care (rapid) tests are permissible, but Grantee must be prepared to perform immediate, on-site venipuncture to collect specimen for supplemental testing if the client has a preliminary positive test result.
- X. Grantee will note that because acute infections are highest in MSM, DSHS encourages programs that are using point of care testing to also collect and submit specimen for lab-based antigen-antibody testing at the time the point of care test is done. This assures acute infections will be detected.
- Y. Grantee will have procedures and collaborative partnerships for successful service referrals for services needed by clients. These include PrEP and nPEP services; general health services and health access services (e.g., benefits coordination, assistance with applying for local medical assistance programs); substance abuse and mental health treatment; housing services; transportation assistance; employment services; domestic violence/sexual assault services; STI testing and treatment; and HIV care and treatment. Applicants are encouraged to work towards integration of services for viral hepatitis, STI, and other services desired by the population being served.
- Z. Grantee must provide the minimum required components for counseling and linkage to care for people living with HIV as outlined in [Section 1.1.2 of the POPS](#). Grantee will conduct the required activities for persons whose HIV infections are identified through the Grantee's testing program as well as persons referred to the Grantee for linkage/enrollment support.
- AA. Grantee must ensure that clients who receive a positive HIV result, including preliminary positive results, are provided in person, and that counseling and emotional support at the time the result is provided. The counseling should focus on helping the client understand the meaning of the test result; identify who in their social network may provide emotional support; and the benefit of immediate HIV-related medical care. Risk reduction messages should be provided when results are given to the client or at a subsequent follow up session, depending on the client's needs.
- BB. Grantee providing focused HIV testing must facilitate initial linkage to care for newly diagnosed clients and facilitate engagement in care for previously-diagnosed clients who are not currently in care for their HIV-infections. It is likely that the support needed by clients to enter care will differ based on their diagnosis and history of treatment. To determine whether linkage or engagement services are needed, testing Grantee must follow DSHS procedures for verifying testing history and participation in HIV-related medical care with disease surveillance

staff. If clients refuse permission for such verification, then client self-report of diagnosis history and participation in care should be used to guide linkage/engagement activities.

- CC. Grantee must include linkage and engagement in HIV-related medical care activities and descriptions of systems to monitor linkage and engagement in their work plan. Grantee must maintain active referral partnerships with area HIV-medical care and supportive services. Grantee must provide active referrals as described in the [POPS](#). Grantee is encouraged to provide navigation services. In navigation, staff or peer volunteers act as coordinators and coaches to help clients make use of available resources, develop effective communication with providers, and navigate complex care systems. Grantee must address barriers to successful linkage to HIV medical care, and coordinate with area providers that offer services to facilitate access to HIV-related care.
- DD. Grantee will use enhanced linkage and engagement programs. These programs use formal, structured activities to assure linkage or engagement, and evidence-based and best practice interventions are listed in the [Compendium of Evidence-Based Interventions and Best Practices for HIV Prevention](#). Most of these activities use brief case management activities to facilitate linkage; the most well know of these is ARTAS (Anti-Retroviral Treatment and Access to Services). Enhancement programs must not involve long-term support for maintenance in care and they must not duplicate or supplant existing programs for supporting entry in HIV-related care. Enhanced linkage and engagement programs must be coordinated with or integrated into local systems for HIV-related care.

### **2.5.3 Funding Opportunity 3 - PrEP and nPEP Program Requirements**

- A. Grantee must implement PrEP/nPEP services in HSDAs in Areas 1A, 1B, 1C, 1D, 1E and/or 2. Grantee must tailor engagement and recruitment services for at least one core priority populations in the eligible-HSDA and may include one or more of the additional populations listed for the HSDA. Grantees may provide services to more than one HSDA but must be physically located in one of those HSDAs. Grantee must provide PrEP services. nPEP services are optional.
- B. Grantee must deliver each of the program components listed below:
  - 1. Promotion of PrEP/nPEP through community education and awareness activities;
  - 2. Promotion of adoption of PrEP/nPEP by local clinical providers; and
  - 3. Delivery of PrEP/nPEP clinical and client support services.
- C. Grantee must submit data on program activities and client contacts using systems and formats specified by DSHS. The required data elements and formats are currently under development and will be released by summer 2019 for

incorporation into contracts funded under this RFA. Grantee must use program data, along with data from community assessments, and information from clients and their CAB, to improve services and evaluate progress towards program goals.

- D. Grantee must tailor education and recruitment efforts to the priority populations identified in the Application. Grantee must assess awareness of PrEP/nPEP and barriers to use in their priority population(s), including other life circumstances or structural issues that might block use of PrEP/nPEP, and incorporate their findings into the planned education and awareness activities.
- E. Grantee must raise awareness of PrEP and nPEP and address barriers to these services, and engage in active client outreach and recruitment, which must include online and social media activities. Grantee will submit web analytics describing service-related posts on different media platforms used.
- F. Grantee must create or expand existing partnerships with CBOs, LGBT organizations, private health care providers, clinics and community health centers to increase access to PrEP and nPEP. Grantees must also encourage referrals from DIS, and may use formal social networking strategies to increase referrals from clients to the program.
- G. Grantee must use continuous community assessments to evaluate and improve recruitment and outreach strategies<sup>6</sup> and maintain a Community Advisory Board to assist with programmatic decision making. Grantees are encouraged, but not required, to maintain a CAB specifically for the PrEP/nPEP program in addition to any other advisory groups that may be maintained by the Applicant.
- H. Grantee will ensure that client services begin no later than 90 days following the Contract start date.
- I. Grantee must undertake activities to increase the number of clinical providers in the community who prescribe PrEP or nPEP. This includes assessing the availability of PrEP and nPEP from the local medical community, identifying and addressing barriers to prescribing PrEP and nPEP, and providing education and materials to support PrEP and nPEP use to the medical community. Grantee must coordinate their outreach and education to clinical providers with other providers of PrEP and nPEP services and with other organizations conducting clinical education on these interventions.
- J. Grantee will implement supportive services and activities using patient flows and staff roles that best serve clients and best fit their organizational structure and staffing.

---

<sup>6</sup> More information on [community assessments and tools](#) is available on the DSHS website.

- K. Grantee must provide PrEP and nPEP services in accordance with the most current CDC guidelines for PrEP and nPEP. Grantee must develop patient care protocols, policies, and procedures, and must be willing to share these with other stakeholders and providers. Program staff must track clients who have completed their nPEP regimen and how they will be linked to PrEP services, as appropriate.
- L. Grantees must ensure that Clinical PrEP and nPEP services include formal intake and eligibility determination processes. Applicants must describe how current HIV status and risk for HIV will be determined for clients, and how client eligibility will be determined. Grantee will ensure clients receive basic education on PrEP and nPEP, including the pros and cons of PrEP/nPEP; side effects and long-term safety; and other HIV prevention options. Intake will be supported by educational materials and handouts approved by DSHS. Note that DSHS does not require that intake processes be conducted by clinical staff.
- M. Grantee must conduct initial and follow-up laboratory testing as recommended in treatment guideline, with more frequent STI testing as needed. Grantee must prescribe medications following treatment guidelines. The staff providing clinical services must be appropriately supervised.
- N. Grantee will not use funds from this RFA to pay for PrEP or nPEP medications, although funds from this RFA may be used to pay for clinical staff time (through salary or contract) and medical testing.
- O. Grantee will ensure client supportive activities wrap around PrEP and nPEP clinical services and increase the likelihood that clients will use PrEP and/or nPEP effectively and safely. Support services include client intake and education; helping clients access medications and making referrals for needed health and social services; working with clients to boost adherence to treatment instructions; and providing prevention counseling and access to condoms, as outlined in federal guidelines referenced above.
- P. Grantee must ensure that Staff aid with obtaining treatment medications. Staff must understand how pharmacy benefits are typically structured in public and private insurance plans, and able to assist clients with accessing these benefits. If clients are uninsured, staff must aid with applying for local medical assistance programs or patient assistance programs offered by drug manufacturers. Staff may assist clients in accessing medications for other acute or chronic conditions, but this is not required. Staff should screen uninsured clients for eligibility for public insurance, or if uninsured clients present during insurance marketplace enrollment periods, clients must be referred to qualified organizations that can assist them in eligibility determination and plan selection or be assisted by program staff who are appropriately trained to do so. Note that funds from this grant may not be used to purchase or make pharmaceutical co-pays/co-insurance payments.

- Q. Grantee must assess client needs for HIV prevention, medical services, and social services by examining social and ecological factors that increase vulnerability to HIV, including but not limited to stability of housing, substance abuse issues, and mental health issues such as depression and trauma. Grantee must maintain referral agreements with providers of the services that are most likely to be needed by the priority population, including but not limited to unmet medical or prevention needs.
- R. Grantee must ensure staff will work with clients to promote adherence to treatment instructions. Grantee should consult federal guidelines referenced above for recommendations on adherence counseling, and consider use of the adherence interventions listed in the CDC's Compendium of Effective Interventions or on the Effective Interventions website. Grantee must ensure clients are reminded of service appointments and how the program will follow up with clients who have missed appointments. This follow-up may occur through telephone calls, emails, or SMS text messages. Grantee must have written policy and procedures for client notification.

#### **2.5.4 Funding Opportunity 4: Client-Level Interventions**

- A. Grantee must propose evidence-based interventions or 'home grown' interventions that are delivered to individuals or groups (one client-level intervention, although this program may serve more than one priority population described below) within eligible service areas, HSDAs in Area 1A, 1B, 1C, 1D, 1E and 2.
- B. Grantee must not propose client level interventions to support and enhance linkage to care; linkage interventions must be proposed as a part of a Core HIV Prevention program.
- C. Grantee must serve at least one of the core eligible populations with their intervention and may serve one or more of the additional eligible populations that are listed for the HSDA(s). Eligible populations are listed in Table 5.
- D. Grantee must supplement and not duplicate existing prevention activities in their community.
- E. Grantee may provide services for clients living with HIV as well as for clients who are not living with HIV with the goal to provide the best available HIV prevention services to persons at greatest risk for acquiring or transmitting HIV, including persons living with HIV who are at risk of dropping out of HIV-related medical care. Grantee must not duplicate or displace existing programs operated within HIV-related medical care systems and must collaborate with providers of medical care to assure that the proposed services are well integrated into community systems of care.
- F. Grantees may propose interventions that are listed on the CDC's [Effective Interventions](#) or the [Compendium of Evidence Based Interventions and Best](#)

[Practices for HIV Prevention](#) websites. Grantee may propose adaptations to these EBIs to meet the needs of the populations included in the Application. We also encourage Applicants to propose “homegrown” and innovative interventions. If homegrown programs are proposed, they should be based on theory, justified need, and/or observation. Applicants are encouraged to provide results of local evaluations of effectiveness if such information is available. Proposed activities must have clearly identified outcomes and be approved by DSHS prior to award of a contract.

- G. Grantee must, whether proposing an established EBI or a home-grown intervention, increase the “reach” of the program in the populations to be served, such as training volunteer community educators to increase the number of sessions offered or to bring the intervention to new community networks. Grantee’s staff will be responsible for training and supporting volunteers.
- H. Grantee must submit to DSHS data on program activities and client contacts using systems and formats specified by DSHS. Grantee must demonstrate that they are using such information, together with input from clients and stakeholders, to improve the intervention and assure it meets emerging needs of the priority population and is achieving its intended outcomes. Grantee must use continuous community assessments to evaluate and improve recruitment and outreach strategies<sup>7</sup> and maintain a Community Advisory Board to assist with programmatic decision making
- I. Grantee must ensure client services begin no later than 90 days following the contract start date.

### **2.5.5 Funding Opportunity 5: Structural Interventions**

- A. Grantee must implement projects to reduce HIV acquisition and transmission that act at the community level and/or systems level. Grantee must work to reduce health inequities and new HIV infections by directly addressing the social determinants of health such as stigma, lack of social support, or policies or organizational practices that create barriers to prevention and treatment. Grantee must implement community-level interventions that aim to improve health by changing community norms and attitudes, community awareness, and community behavior of priority populations and/or system interventions that aim to improve health by changing policies, health system/organizational practices, and power structures.
- B. Grantee must focus interventions and activities on one or more of the outcomes below:

---

<sup>7</sup> More information on [community assessments and tools](#) is available on the DSHS website.

1. Strengthening community involvement in HIV prevention efforts by increasing a sense of community ownership, participation, and collaboration in HIV prevention activities;
  2. Increasing local coordination and collaboration among community members, groups, organizations, and sectors (e.g., private business, public institutions);
  3. Increasing community support, education, and dialogue;
  4. Creating an environment in which people of color, LGBTQ individuals, youth, and other marginalized populations are empowered to reduce the risk of HIV acquisition and barriers to accessing HIV prevention are reduced/eliminated;
  5. Elimination of structural, social, and economic barriers related to healthcare;
  6. Improved health outcomes for LGBTQ communities and people of color; and
  7. Increased participation in HIV-related care and PrEP/PEP.
- C. Grantee must ensure that proposed activities are focused on or designed to primarily benefit the eligible populations for the service HSDA listed in Article II of the RFA. At least one core priority population must be included in the Application.
- D. Grantee must submit data on program activities and client contacts using systems and formats specified by DSHS. Grantee must demonstrate that they are using such information, together with input from clients and stakeholders, to improve activities and assure they meet the emerging needs of the priority population, and to assure they are achieving the program's intended outcomes.
- E. Grantee may use 'traditional' community-level interventions for specific, eligible priority populations as part of their structural intervention. Grantee will use interventions that are listed on the CDC's [Effective Interventions](#) or the [Compendium of Evidence Based Interventions and Best Practices for HIV Prevention](#) websites, or other interventions as approved by DSHS. Grantee may implement adaptations to the evidence-based programs to meet the needs of the Grantees populations. Grantee may use "homegrown" and innovative community-level interventions. If homegrown programs are used, they should be based on theory, justified need, and/or observation. Grantee must provide DSHS with results of local evaluations of effectiveness if such information is available. Grantee's activities must have clearly identified outcomes. Grantee must increase the "reach" of the program in the populations to be served, such as training volunteers to lead the intervention. Grantee's staff will be responsible for training and supporting volunteers.
- F. Grantee must establish the networks and collaborations necessary to mount a community-wide response to the HIV epidemic in their local area. Community mobilization engages individuals, groups, organizations, and the public and private sectors of the community to increase awareness and act to reduce the number of new HIV infections in the community.
- G. Grantee must ensure system-level interventions are designed to change policies, social or organizational structures, or standard operating procedures to increase

access and relevance of services, and remove barriers to prevention, testing, and treatment services. Example of such interventions include removing barriers to substance abuse treatment or behavioral health services for a priority population, work with local providers of medical care to make changes to their operations to increase participation of a priority population; working with organizations to change practices that contribute to health inequities and disparities; working with community health providers to decrease barriers to delivery of opt out HIV screening; and working with area testing and HIV treatment providers to eliminate organizational and structural barriers to immediate initiation of HIV treatment for people with newly diagnosed HIV infections.

- H. Grantees must assess needs, resources and/or practices prior to implementation of the proposed interventions. The assessment design and implementation must be guided by stakeholders and persons with experience in formal assessment. If the program has conducted a recent assessment or such information from their current work with community-level interventions, mobilization, or systems interventions is available, this may satisfy requirements, but the decision to require a new or supplemental assessment from Grantee is at the sole discretion of DSHS.
- I. Grantee must develop a plan that summarizes major activities with milestones and goals and are responsible for monitoring and reporting on progress. Grantee may adapt their plan after notice of funding award with DSHS pre-approval and as dictated by new information about community needs and resources.
- J. Grantee must maintain mechanisms for community or stakeholder engagement, such as community advisory boards.
- K. Grantee must carry out their planned activities as indicated in their project plan and must conduct periodic assessments of progress that follows a formal evaluation plan. The evaluation plan should include measures, data collection protocols, data analysis, and a process for program modification based on monitoring results.
- L. Grantee must ensure that Client services or planned activities begin no later than 90 days following the contract start date.

## **2.6 ALLOWABLE COSTS AND PROHIBITED USES OF FUNDS**

- A. Funds are awarded for the purpose specifically defined in this RFA and must not be used for any other purpose. All grant funds may be used only as payment of last resort. Funds may be used for personnel, fringe benefits, staff travel, contractual services, other direct costs, and administrative/indirect costs, as allowed in Grantee's approved budget.
- B. Proposed budgets should reflect reasonable estimates of costs of the activities in the application, which could be higher or lower than the estimated typical award.

Large requests may not be fully funded to ensure that funds are available for the broadest possible array of communities and programs.

- C. Administrative/indirect costs must be limited to limited to 10% of the total contract amount.
- D. In addition, a minimum of 10% of the total contract amount must be dedicated to planning, reporting, and evaluation of the proposed activities. This includes expenditures for needs assessment and consultation with community members to design or revise program design and implementation; collection and reporting of required program data; evaluation of progress towards program goals; and assessment of client satisfaction.
- E. All grant funds may be used only as payment of last resort.
- F. This RFA is not limited to this source of funding if other sources become available for this Project.
- G. Grantees must ensure that funds, supplies, or in-kind activities are provided only to eligible HIV Prevention entities. A facility providing women's health services enrolled in HIV Prevention must certify they meet eligibility requirements as defined in [Texas Administrative Code Title 1, Part 15, Chapter 382](#), Healthy Texas Women; specifically, Section 382.17(b)-(d).
- H. Note that direct supervision of staff conducting the activities proposed in the application are considered direct costs, as are costs associated with development of policy and procedure and quality assurance and improvement activities. Program planning, reporting, and evaluation activities are also direct costs. Examples of such activities include conducting needs assessments and other types of consultation with members of priority populations; equipment and personnel costs associated with the collection and reporting of program data, including changes or updates to electronic health record systems or laboratory systems or charge capture systems; and costs associated with conducting evaluations of the program's progress towards goals and desired outcomes. At least 10% of the total costs proposed in the budget must be dedicated to planning, program reporting, and evaluation activities.
- I. Allowable administrative costs include usual and recognized overhead, including indirect rates for all organizations. Total administrative charges for all projects included in this application must not be greater than 10% of the applicant's proposed costs for the application.
- J. Grant funds may not be used to purchase PrEP or nPEP treatment drugs. Funds from this RFA may be used to pay for clinical staff time (through salary or contract) and medical testing for grantees funded under the PrEP and nPEP funding opportunity.

K. Grant funds also may not be used to support the following services, activities, and costs:

1. Inherently religious activities such as prayer, worship, religious instruction, or proselytization, including the mention of religious themes during DSHS-funded activities;
2. Lobbying or political education;
3. Any portion of the salary of, or any other compensation for, an elected or appointed government official;
4. Vehicles or equipment for government agencies that are for general agency use and/or do not have a clear nexus to terrorism prevention, interdiction, and disruption (i.e. mobile data terminals, body cameras, in-car video systems, or radar units, etc. for officers assigned to routine patrol);
5. Weapons, ammunition, tracked armored vehicles, weaponized vehicles or explosives (exceptions may be granted when explosives are used for bomb squad training);
6. Admission fees or tickets to any amusement park, recreational activity or sporting event;
7. Promotional gifts;
8. Food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel or when pre-approved for training and community engagement events;
9. Membership dues for individuals;
10. Any expense or service that is readily available at no cost to the grant project;
11. Any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources, or to supplant ongoing or usual activities of any organization involved in the project, or to supplant other local, state, or federal funds or private funding;
12. Fundraising;
13. Statewide projects;
14. To purchase or improve land, or to purchase, construct, or make permanent improvements to any building;
15. Decoration of space needed to implement the program;
16. To reimburse pre-award costs;
17. Advertising of an organization (program advertising is allowable); and
18. Staff salaries not directly related or necessary to the implementation of the program; or any other prohibition imposed by federal, state, or local law.

## **2.7 OPTIONAL LETTER OF INTENT**

Grantees are encouraged to submit a letter of intent in the format provided in Appendix 4 by March 15, 2019 4:00 p.m., Central Standard Time.

## 2.8 STANDARDS

Grantees must comply with the requirements applicable to this funding source cited in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements* for Federal Awards (2 CFR 200); the *Uniform Grant Management Standards (UGMS)*, and all statutes, requirements, and guidelines applicable to this funding.

Grantees are required to conduct Project activities in accordance with federal and state laws prohibiting discrimination. Guidance for adhering to non-discrimination requirements can be found on the Health and Human Services Commission (HHSC) Civil Rights Office website at <http://www.hhs.state.tx.us/aboutHHS/CivilRights.shtml>.

Upon request, a Grantee must provide the HHSC Civil Rights Office with copies of all the Grantee's civil rights policies and procedures. Grantees must notify HHSC's Civil Rights Office of any civil rights complaints received relating to performance under the contract no more than 10 calendar days after receipt of the complaint.

A Grantee must ensure that its policies do not have the effect of excluding or limiting the participation of persons in the Grantee's programs, benefits or activities on the basis of national origin, and must take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

Grantees must comply with Executive Order 13279, and its implementing regulations at 45 CFR Part 87 or 7 CFR Part 16, which provide that any organization that participates in programs funded by direct financial assistance from the U.S. Dept. of Agriculture or U.S. Dept. of Health and Human Services must not, in providing services, discriminate against a program beneficiary or prospective program beneficiary because of religion or religious belief.

## 2.9 DATA USE AGREEMENT

To receive funding under this grant, Applicants must agree to be bound by the terms of the Data Use Agreement attached as **Exhibit C**.

## 2.10 NO GUARANTEE OF VOLUME, USAGE OR COMPENSATION

The System Agency makes no guarantee of volume, usage, or total compensation to be paid to any Applicant under any awarded Grant, if any, resulting from this Solicitation. Any awarded Grant is subject to appropriations and the continuing availability of funds.

The System Agency reserves the right to cancel, make partial award, or decline to award a Grant under this Solicitation at any time at its sole discretion.

There should be no expectation of additional or continued funding on the part of the Grant Recipient. Any additional funding or future funding may require submission of an application through a subsequent RFA.

**The remainder of this page is intentionally left blank.**

## ARTICLE III. ADMINISTRATIVE INFORMATION

### 3.1 SCHEDULE OF EVENTS

EVENT	DATE/TIME
Solicitation Release Date	February 7, 2019
Deadline for Submitting Questions	March 1, 2019
Answers to Questions Posted	March 11, 2019
Deadline for Optional Letter of Intent	March 15, 2019 @ 4:00 PM CST
<b>Deadline for submission of Solicitation Responses [NOTE: Responses must be RECEIVED by HHSC by the deadline.]</b>	April 8, 2019 @ 2:00 PM CST
Anticipated Contract Start Date	January 1, 2020

**Note:** These dates are a tentative schedule of events. The System Agency reserves the right to modify these dates at any time upon notice posted to the [ESBD, Texas eGrants](#) and [HHSC Grants Request for Application Website](#). Any dates listed after the Solicitation Response deadline will occur at the discretion of the System Agency and may occur earlier or later than scheduled without notification on the HHSC Grants Request for Application Website.

**Note:** You must use Google Chrome when navigating CPA Websites, if applicable.

### 3.2 CHANGES, AMENDMENT OR MODIFICATION TO SOLICITATION

The System Agency reserves the right to change, amend or modify any provision of this Solicitation, or to withdraw this Solicitation, at any time prior to award, if it is in the best interest of the System Agency and will post such on the [ESBD, Texas eGrants](#) and [HHSC Grants Request for Application Website](#). It is the responsibility of Applicant to periodically check the HHSC Grants Request for Application Website to ensure full compliance with the requirements of this Solicitation.

### 3.3 IRREGULARITIES

Any irregularities or lack of clarity in this Solicitation should be brought to the attention of the Point of Contact listed in **Section 3.4.1** as soon as possible so corrective addenda may be furnished to prospective Applicants.

## 3.4 INQUIRIES

### 3.4.1 Point of Contact

All requests, questions or other communication about this Solicitation shall be made in writing to the System Agency's Point of Contact addressed to the person listed below. All communications between Applicants and other System Agency staff members concerning the Solicitation are strictly prohibited, unless noted elsewhere in this RFA. **Failure to comply with these requirements may result in disqualification of Applicant's Solicitation Response.**

Name: Valerie Griffin, CTCD, CTCM  
Title: Contract Specialist  
Address: 1100 W 49<sup>th</sup> Street, Austin, TX 78756  
Phone: 512-406-2458  
Email: Valerie.griffin@hhsc.state.tx.us

### 3.4.2 Prohibited Communications

All communications between Applicants and other System Agency staff members concerning the Solicitation may not be relied upon and responded should send all questions or other communications to the point-of contact. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this Solicitation. **Failure to comply with these requirements may result in disqualification of Applicant's Solicitation Response.**

### 3.4.3 Questions

The System Agency will allow written questions and requests for clarification of this Solicitation. Questions must be submitted in writing and sent by U.S. First class mail or email to the Point of Contact listed in **Section 3.4.1** above. Applicants' names will be removed from questions in any responses released. Questions shall be submitted in the following format. Submissions that deviate from this format may not be accepted:

Identifying Solicitation number HHS0000778  
Section Number  
Paragraph Number  
Page Number  
Text of passage being questioned  
Question

**Note:** Questions or other written requests for clarification must be received by the Point of Contact by the deadline set forth in Section 3.4.1 above. Please provide entity name, address, phone number; fax number, e-mail address, and name of contact person when submitting questions.

### **3.4.4 Clarification request made by Applicant**

Applicants must notify the Point of Contact of any ambiguity, conflict, discrepancy, exclusionary specifications, omission or other error in the Solicitation in the manner and by the deadline for submitting questions.

### **3.4.5 Responses**

Responses to questions or other written requests for clarification may be posted on the [ESBD](#) and the [HHSC Grants Request for Application Website](#). The System Agency reserves the right to amend answers prior to the deadline of Solicitation Responses. Amended answers may be posted on the HHSC Grants Request for Application Website. It is Applicant's responsibility to check the HHSC Grants Request for Application Website or contact the Point of Contact for updated responses. The System Agency also reserves the right to provide a single consolidated response of similar questions they choose to answer at the System Agencies sole discretion.

## **3.5 SOLICITATION RESPONSE COMPOSTION**

### **3.5.1 General Information**

All Applications must be:

- A. Clearly legible;
- B. Sequentially page-numbered and include the Applicants name at the top of each page;
- C. Organized in the sequence outlined in **Article IX** - Submission Checklist;
- D. In Arial or Times New Roman font, size 12 or larger for normal text, no less than size 10 for tables, graphs, and appendices;
- E. Blank forms provided in the Attachments must be used (electronic reproduction of the forms is acceptable; however, all forms must be identical to the original form(s) provided); do not change the font used on forms provided;
- F. Correctly identified with the RFA number and submittal deadline;
- G. Responsive to all RFA requirements; and
- H. Signed by an authorized official in each place a signature is needed (copies must be signed but need not bear an original signature).

### **3.5.2 Submission in Separate Parts**

Grantee must submit documents in separate parts as follows:

- A. Background Information, including all forms;
- B. Narrative Application, including all forms;
- C. Performance Measures, including all forms;
- D. Work Plan, including all forms;
- E. Applicable Exhibits and Required Forms.

Paper documents (i.e. the original and all hard copies) must be separated by parts. Electronic submissions must be separated by electronic medium used for submission (i.e. flash drive).

The entire Solicitation Response – all separated paper documents and electronic copies – must then be submitted in one package to HHSC at the address listed in **Section 3.6.3**. The number of copies and directions for submitting an "Original" and "Copies" are outlined in **Article IX**.

## **3.6 SOLICITATION RESPONSE SUBMISSION AND DELIVERY**

### **3.6.1 Deadline**

Solicitation Responses must be received at the address in **Section 3.6.3** time-stamped by the System Agency no later than the date and time specified in **Section 3.1**.

### **3.6.2 Labeling**

Solicitation Responses shall be placed in a sealed box and clearly labeled as follows:

SOLICITATION NO.: HHS0000778

SOLICITATION NAME: HIV Prevention Activities

SOLICITATION RESPONSE DEADLINE: April 8, 2019 @ 2:00 PM CST

PURCHASER: Valerie Griffin, CTCD, CTCM

The System Agency will not be held responsible for any Solicitation Response that is mishandled prior to receipt by the System Agency. It is Applicant's responsibility to mark appropriately and deliver the Solicitation Response to the System Agency by the specified date and time.

### **3.6.3 Delivery**

Applicant must submit one (1) hard copy and one (1) electronic copy of all required documents as scanned versions (.pdf) and one (1) flash drive. The device must be compatible with Microsoft Office 2010. Applicants must ensure there are no encryptions on these files, to prevent HHSC from opening the documents. The electronic application submission must be organized as directed in Section 3.5.1 and 3.5.2 of this RFA. If applicant is having difficulty providing an electronic application submission, contact the point of contact identified in Section 3.4.1 of this RFA for hard copy submittal accommodations.

Applicant must deliver Solicitation Responses by one of the methods below to the address noted. Solicitation Responses submitted by any other method (e.g. facsimile, telephone, email) will NOT be considered.

To be delivered by U.S. Postal Service, overnight or express mail, or hand delivery to:  
HHSC Procurement and Contracting Services (PCS)  
Bid Room

Attn: Valerie Griffin  
1100 W. 49<sup>th</sup> Street, MC 2020  
Service Building (Building S)  
Austin, Texas 78756

**Note: All Solicitation Responses become the property of HHSC after submission and will not be returned to Applicant.**

### **3.6.4 Alterations, Modifications, and Withdrawals**

Prior to the Solicitation submission deadline, an Applicant may:

- (1) withdraw its Solicitation Response by submitting a written request to the Point of Contact identified in **Section 3.4.1**; or
- (2) modify its Solicitation Response by submitting a written amendment to the Point of Contact identified in **Section 3.4.1**.

The System Agency may request Solicitation Response Modifications at any time.

**The remainder of this page is intentionally left blank.**

## **ARTICLE IV. SOLICITATION RESPONSE EVALUATION AND AWARD PROCESS**

### **4.1 ELIGIBILITY SCREENING**

Applications will be reviewed for minimum qualifications and completeness. All complete applications meeting the minimum qualifications will then receive a technical review to assure that applications include only eligible activities and service populations, and proposed budgets do not exceed caps outlined in Section 2.3.1 of this RFA stage. Applications will then move to the Evaluation stage.

### **4.2 EVALUATION**

Applications will be evaluated and scored based on application components outlined below and other factors deemed relevant by HHSC/DSHS, including but not limited to best value factors in accordance with the Texas Administrative Code Title 1, Part 15, Chapter 391 Subchapter B, 391.207, and in the best interest of the State of Texas. Each application will be evaluated on four components described below.

- A. The **Applicant Background, Form E**, is worth 25% of the score, and requests information on the Applicants' organization and experience delivering the activities proposed in the application and experience serving the priority populations described in the application. The Applicant will write one Applicant Background response that will address all the funding opportunities for which they are applying.
- B. The **Assessment Narrative, Form F**, is worth 15% of the score, and requests information on the general population of the HSDAs/counties they propose to serve as well as the characteristics of the priority population(s) they propose to serve, the prevention resources currently available in the area, and how their application fills gaps without duplicating existing services. The Applicant will write one Assessment Narrative response that will address all the funding opportunities for which they are applying.
- C. The **Performance Measures and Standards, Form G**, is worth 10% of the score. There is a separate Performance Measures and Standards section for each funding opportunity. Applicants must provide proposed performance measures in this section. Applicants will submit this section for only those funding opportunities for which that they are applying.
- D. The **Work Plan, Form H**, is worth 50% of the score, and there is a separate Work Plan for each funding opportunity. This section requires a general overview of the proposed activities as well as specific responses for items requesting information on issues such as client recruitment, supervision, and quality assurance and improvement of services.

The reviewers will use a standard tool and approach to rate the responses provided by the Applicants in the areas outlined below. Each element will be scored based on the quality

and completeness of information provided, as it pertains to the requirements of the RFA. Applicants will receive a separate score for each funding opportunity included in their application, with a maximum score of 100 for each opportunity. To clarify how scoring works, here are two examples. Agency A submits an application for one funding opportunity: Core HIV Prevention. Agency A will receive one score ranging from 0 to 100 points: the sum of their scores for Applicant Background (maximum 25 points), Assessment Narrative (maximum 15 points), Performance Measures and Standards (maximum 10 points) and the Work Plan (maximum 50 points). Agency B submits an application for two funding opportunities: Core HIV Prevention and Structural Interventions. Agency B will receive two scores, one for each funding opportunity application. The Applicant Background and Assessment Narratives scores will be the same for both funding opportunities Agency B applied for, while the Performance Measures and Standards and Work Plan scores will be specific to each of the funding opportunities. Decisions for award are at the sole discretion of HHSC/DSHS. See **Exhibit G**, Evaluation Tool.

### **4.3 FINAL SELECTION**

HHSC intends to make multiple awards. After initial screening for eligibility, application completeness, and initial scoring of the elements listed above in Section 4.2, a selection committee of DSHS HIV program staff will look at all eligible applicants to determine which applications should be awarded to most effectively accomplish state priorities.

The selection committee will recommend grant awards to be made to the HHSC Executive Commissioner, who will make the final award approval.

HHSC will make all final funding decisions based on eligibility, geographic distribution across the state, state priorities, reasonableness, availability of funding, and cost-effectiveness.

### **4.4 NEGOTIATION AND AWARD**

The specific dollar amount awarded to each successful Applicant will depend upon the merit and scope of the Application, the recommendation of the selection committee, and the decision of the Executive Commissioner. Not all Applicants who are deemed eligible to receive funds are assured of receiving an award.

The negotiation phase will involve direct contact between the successful Applicant and HHSC representatives via phone and/or email. During negotiations, successful Applicants may expect:

- A. An in-depth discussion of the submitted application and budget; and
- B. Requests from HHSC for clarification or additional detail regarding submitted Application.

The final funding amount and the provisions of the contract will be determined at the sole discretion of HHSC staff.

HHSC may announce tentative or apparent grant recipients once the Executive Commissioner has given approval to initiate negotiation and execute contracts.

**Any exceptions to the requirements, terms, conditions, or certifications in the RFA or attachments, addendums, or revisions to the RFA or Uniform Terms and Conditions sought by the Applicant must be specifically detailed in writing by the Applicant on Exhibit E: Exception Form in this application and submitted to HHSC for consideration. HHSC will accept or reject each proposed exception. HHSC will not consider exceptions submitted separately from the Applicant's application or at a later date.**

HHSC will post to the [HHSC Grants Request for Applications Website](#) and may publicly announce a list of Applicants whose Applications are selected for final award. This posting does not constitute HHSC's agreement with all the terms of any Applicant's application and does not bind HHSC to enter into a contract with any Applicant whose award is posted.

#### **4.5 QUESTIONS OR REQUESTS FOR CLARIFICATION BY THE SYSTEM AGENCY**

The System Agency reserves the right to ask questions or request clarification from any Applicant at any time during the application process.

**The remainder of this page is intentionally left blank.**

## ARTICLE V. NARRATIVE APPLICATION

### 5.1 NARRATIVE APPLICATION

#### 5.1.1 Abstracts for Funding Opportunities and Assessment Narrative

Using **Form D, Abstracts for Funding Opportunities**, provide a high-level overview of the Applicant's approach to meeting the RFA's requirements. The summary must demonstrate an understanding of the goals and objectives of the grant. Using **Form F, Assessment Narrative**, provide information on the characteristics of the population in the service area and the characteristics and needs of the priority populations you propose to serve.

#### 5.1.2 Project Work Plan

Using **Form H** attached to this RFA, Applicants will describe the proposed services, processes, and methodologies for meeting all components described in **Article II**, including the Applicant's approach to meeting the timeline and associated milestones. Applicant should identify all tasks to be performed, including all project activities, to take place during the grant funding period. Applicant will also include all documents requested as part of completing Forms to demonstrate fulfilling **Article II** requirements.

**The remainder of this page is intentionally left blank.**

## **ARTICLE VI. REQUIRED APPLICANT INFORMATION**

### **6.1 ADMINISTRATIVE ENTITY INFORMATION**

Applicant must provide satisfactory evidence of its ability to manage and coordinate the types of activities described in this Solicitation. As a part of the Application Package requested in **Article IX**, Applicant must provide the following information:

### **6.2 LITIGATION AND CONTRACT HISTORY**

Using **Form B, Entity Information and Contract and Litigation History**, Applicant must include in its Application Package a complete disclosure of any alleged or significant contractual failures as requested.

In addition, Applicant must disclose any civil or criminal litigation or investigation pending over the last five (5) years that involves Applicant or in which Applicant has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify Applicant.

Solicitation Response may be rejected based upon Applicant's prior history with the State of Texas or with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual obligations.

### **6.3 CONFLICTS**

Using **Form B, Entity Information and Contract and Litigation History**, Applicant must certify that it does not have any personal or business interests that present a conflict of interest with respect to the RFA and any resulting contract. Additionally, if applicable, the Applicant must disclose all potential conflicts of interest. The Applicant must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence and objectivity will be maintained. The System Agency will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. Failure to identify actual and potential conflicts of interest may result in disqualification of a Solicitation Response or termination of a contract.

Please include any activities of affiliated or parent organizations and individuals who may be assigned to this Contract, if any.

Additionally, pursuant to Section 2252.908 of the Texas Government Code, a successful Applicant awarded a contract greater than \$1 million dollars, or that requires an action or vote of the governing body, must submit a disclosure of interested parties to the state agency at the time the business entity submits the signed contract. Rules and filing instructions may be found on the Texas Ethics Commissions public website and additional instructions will be given by HHSC to successful Applicants.

## **6.4 AFFIRMATIONS AND CERTIFICATIONS**

Applicant must complete and return all the following listed forms and exhibits. Exhibits are listed following **Article IX**.

- A. Exhibit A: Affirmations and Solicitation Acceptance
- B. Exhibit C: Data Use Agreement and SPI
- C. Exhibit D: Assurances - Non-Construction Programs
- D. Exhibit E: Exceptions Form (if applicable)
- E. Exhibit H: Certification regarding Lobbying

**The remainder of this page is intentionally left blank.**

## ARTICLE VII. EXPENDITURE APPLICATION

### **7.1 EXPENDITURE APPLICATION**

Attached spreadsheets, **Form I, Expenditure Application and Form I-1, Budget Summary**, of this RFA include the template for submitting the Expenditure Application and Budget Summary. Applicants must complete these form and place in a separate, sealed package, clearly marked with the Applicant's name, the RFA number, and the RFA submission date.

Applicants must base their Expenditure Application and Budget Summary on the Scope of Work described in **Article II**. This section should include any business, economic, legal, programmatic, or practical assumptions that underlie the Expenditure Application. HHSC reserves the right to accept or reject any assumptions. All assumptions not expressly identified and incorporated into the contract resulting from this RFA are deemed rejected by HHSC.

Applicants must demonstrate that project costs outlined in the Expenditure Application and Budget Summary are reasonable, allowable, allocable, and developed in accordance with applicable state and federal grant requirements.

Applicant must utilize the HHSC templates provided and identify costs to be requested from HHSC and costs to be matched, if applicable. Costs must be broken out to a degree that is sufficient to determine if costs are reasonable, allowable, and necessary for the successful performance of the project.

Costs will be reviewed for compliance with UGMS and federal grant guidance found in 2 CFR Part 200, as modified by UGMS, with effective given to whichever provision imposes the more stringent requirement in the event of a conflict.

Costs included in the Expenditure Application and Budget Summary will be entered into budget tables and supported by narrative descriptions describing how each cost supports grant activities and meeting grant project goals and objectives and a calculation demonstrating how the cost was derived.

## ARTICLE VIII. GENERAL TERMS AND CONDITIONS

### **8.1 GENERAL CONDITIONS**

#### **8.1.1 Costs Incurred**

Applicants understand that issuance of this Solicitation in no way constitutes a commitment by any System Agency to award a contract or to pay any costs incurred by an Applicant in the preparation of a response to this Solicitation. The System Agency is not liable for any costs incurred by an Applicant prior to issuance of or entering into a formal agreement, contract, or purchase order. Costs of developing Solicitation Responses, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by an Applicant are entirely the responsibility of the Applicant, and will not be reimbursed in any manner by the State of Texas.

#### **8.1.2 Contract Responsibility**

The System agency will look solely to Applicant for the performance of all contractual obligations that may result from an award based on this Solicitation. Applicant shall not be relieved of its obligations for any nonperformance by its contractors.

#### **8.1.3 Public Information Act**

Solicitation Responses are subject to the Texas Public Information Act (PIA), Texas Government Code Chapter 552, and may be disclosed to the public upon request. Subject to the PIA, certain information may be protected from public release. Applicants who wish to protect portions of the Solicitation Response from public disclosure should familiarize themselves with this law. Information pertaining to the Solicitation will be withheld or released only in accordance with the PIA.

#### **8.1.4 News Releases**

Prior to final award, an Applicant may not issue a press release or provide any information for public consumption regarding its participation in the procurement. Requests should be directed to the HHSC Point of Contact Identified in Article III.

#### **8.1.5 Additional Information**

By submitting an application, the Applicant grants HHSC the right to obtain information from any lawful source regarding the Applicant's and its directors', officers', and employees':

- (1) past business history, practices, and conduct;
- (2) ability to supply the goods and services; and
- (3) ability to comply with contract requirements.

By submitting an application, an Applicant generally releases from liability and waives all claims against any party providing HHSC information about the Applicant. HHSC may take such information into consideration in evaluating applications.

**ARTICLE IX. SUBMISSION CHECKLIST**

This checklist is provided for Applicant's convenience only and identifies documents that must be submitted with this Solicitation to be considered responsive. Any Solicitation Response received without these requisite documents may be deemed nonresponsive and may not be considered for contract award.

**Original Application Package**












The Application Package must include the "Original" Application Package in **hard-copy** consisting of the forms described in detail below, each separately but packaged together and clearly labeled "Original" on each.














- 1. Submission Checklist (this page)** \_\_\_\_\_
- 2. Background Information**
  - a. Form A: Respondent Information Page \_\_\_\_\_
  - b. Form B: Entity Information and Contract History \_\_\_\_\_
    - B1: Governmental Entity (if applicable) \_\_\_\_\_
    - B2: Non-Profit or For-Profit Entity (if applicable) \_\_\_\_\_
  - c. Form C: Application Summaries \_\_\_\_\_
  - d. Form D: Abstracts for Funding Opportunities \_\_\_\_\_
- 3. Assessment Narrative**
  - a. Form E: Applicant Background \_\_\_\_\_
  - b. Form F: Assessment Narrative \_\_\_\_\_
- 4. Performance Measures and Standards**
  - a. Form G: Performance Measures and Standards \_\_\_\_\_
- 5. Work Plan**
  - a. Form H: Work Plan \_\_\_\_\_
- 6. Expenditure Application (template included)**
  - a. Form I: Expenditure Application Template \_\_\_\_\_
  - b. Form II: Budget Summary \_\_\_\_\_
- 7. Applicable Exhibits and Forms:**
  - a. Exhibit A, Affirmations and Solicitation Acceptance \_\_\_\_\_
  - b. Exhibit C, Data Use Agreement and SPI \_\_\_\_\_
  - c. Exhibit D, Assurances - Non-Construction Programs \_\_\_\_\_
  - d. Exhibit E, Exceptions Form \_\_\_\_\_
  - e. Exhibit F, FFATA Form \_\_\_\_\_
  - f. Exhibit H, Certification regarding Lobbying \_\_\_\_\_



**Copies of Application Package**

Applicant will provide one **electronic** copy (all clearly labeled as "copy") in addition to the hard-copy "Original" Application Package. Electronic copy must be submitted on a USB Drive and separated by folders.

## **ARTICLE X. FORMS AND EXHIBITS**

<b>FORM A: RESPONDENT INFORMATION PAGE</b>	 Form A.doc
<b>FORM B: ENTITY INFORMATION, CONTRACT AND LITIGATION HISTORY</b>	 FORM B.doc
<b>FORM B1: GOVERNMENTAL ENTITY</b>	 Form B1.doc
<b>FORM B2: NON-PROFIT OR FOR-PROFIT ENTITY</b>	 Form B2.doc
<b>FORM C: APPLICATION SUMMARIES</b>	 FORM C.doc
<b>FORM D: ABSTRACTS FOR FUNDING OPPORTUNITIES</b>	 FORM D.doc
<b>FORM E: APPLICANT BACKGROUND</b>	 Form E.doc
<b>FORM F: ASSESSMENT NARRATIVE</b>	 Form F.doc
<b>FORM G: PERFORMANCE MEASURES AND STANDARDS</b>	 Form G .doc
<b>FORM H: WORK PLAN</b>	 Form H .doc
<b>FORM I: EXPENDITURE APPLICATION TEMPLATE</b>	 Form I.xls

<b>FORM I-1: BUDGET SUMMARY</b>	 Form I 1 .xlsx
<b>EXHIBIT A: AFFIRMATIONS AND SOLICITATION ACCEPTANCE, VERSION 1.3</b>	 Exhibit A .docx
<b>EXHIBIT B: HHSC UNIFORM TERMS AND CONDITIONS – GRANT, VERSION 2.16</b>	 <b>Exhibit B.pdf</b>
<b>EXHIBIT C: DATA USE AGREEMENT/ SECURITY AND PRIVACY</b>	 <b>Exhibit C Data Use Agreement.pdf</b>   <b>Exhibit C SPL.pdf</b>
<b>EXHIBIT D: ASSURANCES - NON-CONSTRUCTION PROGRAMS</b>	 <b>Exhibit D.pdf</b>
<b>EXHIBIT E: EXCEPTIONS</b>	 Exhibit E .doc
<b>EXHIBIT F: FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT FORM (FFATA FORM)</b>	 Exhibit F .docx
<b>EXHIBIT G: EVALUATION TOOL</b>	 <b>Exhibit G .pdf</b>
<b>EXHIBIT H: CERTIFICATION REGARDING LOBBYING</b>	 Exhibit H.doc
<b>APPENDIX 1: TEXAS COUNTIES IN HIV SERVICE DELIVERY AREA</b>	 Appendix 1 .doc
<b>APPENDIX 2: SETTING HIV MORBIDITY AREAS</b>	 Appendix 2 .doc
<b>APPENDIX 3: SELECTING LOCALLY-RELEVANT FOCUS POPULATIONS</b>	 Appendix 3 .doc

<b>APPENDIX 4: LETTER OF INTENT</b>	 Appendix 4.doc
<b>APPENDIX 5: 15 TEXAS COUNTIES WITH THE HIGHEST NUMBER OF PLWH IN 2016</b>	 <b>Appendix 5 .pdf</b>

**ARTICLE IX. SUBMISSION CHECKLIST**

This checklist is provided for Applicant's convenience only and identifies documents that must be submitted with this Solicitation to be considered responsive. Any Solicitation Response received without these requisite documents may be deemed nonresponsive and may not be considered for contract award.

**Original Application Package**

The Application Package must include the "Original" Application Package in **hard-copy** consisting of the forms described in detail below, each separately but packaged together and clearly labeled "Original" on each.

- 1. Submission Checklist (this page)** \_\_\_\_\_
- 2. Background Information**
  - a. Form A: Respondent Information Page \_\_\_\_\_
  - b. Form B: Entity Information and Contract History \_\_\_\_\_
    - B1: Governmental Entity (if applicable) \_\_\_\_\_
    - B2: Non-Profit or For-Profit Entity (if applicable) \_\_\_\_\_
  - c. Form C: Application Summaries \_\_\_\_\_
  - d. Form D: Abstracts for Funding Opportunities \_\_\_\_\_
- 3. Assessment Narrative**
  - a. Form E: Applicant Background \_\_\_\_\_
  - b. Form F: Assessment Narrative \_\_\_\_\_
- 4. Performance Measures and Standards**
  - a. Form G: Performance Measures and Standards \_\_\_\_\_
- 5. Work Plan**
  - a. Form H: Work Plan \_\_\_\_\_
- 6. Expenditure Application (template included)**
  - a. Form I: Expenditure Application Template \_\_\_\_\_
  - b. Form II: Budget Summary \_\_\_\_\_
- 7. Applicable Exhibits and Forms:**
  - a. Exhibit A, Affirmations and Solicitation Acceptance \_\_\_\_\_
  - b. Exhibit C, Data Use Agreement and SPI \_\_\_\_\_
  - c. Exhibit D, Assurances - Non-Construction Programs \_\_\_\_\_
  - d. Exhibit E, Exceptions Form \_\_\_\_\_
  - e. Exhibit F, FFATA Form \_\_\_\_\_
  - f. Exhibit H, Certification regarding Lobbying \_\_\_\_\_

**Copies of Application Package**

Applicant will provide one **electronic** copy (all clearly labeled as "copy") in addition to the hard-copy "Original" Application Package. Electronic copy must be submitted on a USB Drive and separated by folders.

**FORM A – Respondent Information Page**  
**Application for HIV Prevention Services [RFA HHS0000778]**

*This form requests basic information about the respondent and project, including the signature of the authorized representative. The face page is the cover page of the proposal and must be completed in its entirety.*

<b>RESPONDENT INFORMATION</b>																			
1) LEGAL BUSINESS NAME: Fort Bend County																			
2) MAILING Address Information (include mailing address, street, city, county, state and 9-digit zip code): <span style="float: right;">Check if address change <input type="checkbox"/></span> 4520 Reading Road, Suite 200, Rosenberg, Fort Bend, Texas 77471																			
3) PAYEE Name and Mailing Address, including 9-digit zip code (if different from above): <span style="float: right;">Check if address change <input type="checkbox"/></span> Fort Bend County Auditor, 301 Jackson Street, Richmond, Fort Bend, Texas 77469																			
4) DUNS Number (9-digit) required if receiving federal funds: 081497075																			
5) Federal Tax ID No. (9-digit), State of Texas Comptroller Vendor ID Number (14-digit) or Social Security Number (9-digit): 746001969 <i>*The respondent acknowledges, understands and agrees that the respondent's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.</i>																			
6) TYPE OF ENTITY (check all that apply): <table style="width:100%; border: none;"> <tr> <td><input type="checkbox"/> City</td> <td><input type="checkbox"/> Nonprofit Organization*</td> <td><input type="checkbox"/> Individual</td> </tr> <tr> <td><input checked="" type="checkbox"/> County</td> <td><input type="checkbox"/> For Profit Organization*</td> <td><input type="checkbox"/> Federally Qualified Health Centers</td> </tr> <tr> <td><input type="checkbox"/> Other Political Subdivision</td> <td><input type="checkbox"/> HUB Certified</td> <td><input type="checkbox"/> State Controlled Institution of Higher Learning</td> </tr> <tr> <td><input type="checkbox"/> State Agency</td> <td><input type="checkbox"/> Community-Based Organization</td> <td><input type="checkbox"/> Hospital</td> </tr> <tr> <td><input type="checkbox"/> Indian Tribe</td> <td><input type="checkbox"/> Minority Organization</td> <td><input type="checkbox"/> Private</td> </tr> <tr> <td></td> <td><input type="checkbox"/> Faith Based (Nonprofit Org)</td> <td><input type="checkbox"/> Other (specify): _____</td> </tr> </table> <i>*If incorporated, provide 10-digit charter number assigned by Secretary of State:</i> _____		<input type="checkbox"/> City	<input type="checkbox"/> Nonprofit Organization*	<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> County	<input type="checkbox"/> For Profit Organization*	<input type="checkbox"/> Federally Qualified Health Centers	<input type="checkbox"/> Other Political Subdivision	<input type="checkbox"/> HUB Certified	<input type="checkbox"/> State Controlled Institution of Higher Learning	<input type="checkbox"/> State Agency	<input type="checkbox"/> Community-Based Organization	<input type="checkbox"/> Hospital	<input type="checkbox"/> Indian Tribe	<input type="checkbox"/> Minority Organization	<input type="checkbox"/> Private		<input type="checkbox"/> Faith Based (Nonprofit Org)	<input type="checkbox"/> Other (specify): _____
<input type="checkbox"/> City	<input type="checkbox"/> Nonprofit Organization*	<input type="checkbox"/> Individual																	
<input checked="" type="checkbox"/> County	<input type="checkbox"/> For Profit Organization*	<input type="checkbox"/> Federally Qualified Health Centers																	
<input type="checkbox"/> Other Political Subdivision	<input type="checkbox"/> HUB Certified	<input type="checkbox"/> State Controlled Institution of Higher Learning																	
<input type="checkbox"/> State Agency	<input type="checkbox"/> Community-Based Organization	<input type="checkbox"/> Hospital																	
<input type="checkbox"/> Indian Tribe	<input type="checkbox"/> Minority Organization	<input type="checkbox"/> Private																	
	<input type="checkbox"/> Faith Based (Nonprofit Org)	<input type="checkbox"/> Other (specify): _____																	
7) PROPOSED BUDGET PERIOD: Start Date: <b>01/01/2020</b> End Date: <b>12/31/2020</b>																			
8) REGION/COUNTIES SERVED BY PROJECT: Region 6/ Fort Bend and Harris Counties																			
8a) IDENTIFY HIV SERVICE DELIVERY AREA(S) SERVED: Houston HSDA																			
9) TOTAL AMOUNT OF FUNDING REQUESTED: \$489,969	11) PROJECT CONTACT PERSON Name: Ngombe Bitendelo, RN, BSN, MPH Phone: 281-238-3548 Fax: 832-471-1808 Email: <a href="mailto:Ngombe.Bitendelo@fortbendcountytx.gov">Ngombe.Bitendelo@fortbendcountytx.gov</a>																		
10) PROJECTED EXPENDITURES Does the respondent's projected federal expenditures exceed \$750,000, or its projected state expenditures exceed \$750,000, for respondent's <u>current fiscal year</u> (excluding amount requested in line 9 above)? **  Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>  <i>**Projected expenditures should include anticipated expenditures under all federal grants including "pass through" federal funds from all state agencies, or all anticipated expenditures under state grants, as applicable.</i>	12) FINANCIAL OFFICER Name: Ed Sturdivant Phone: 281-341-3760 Fax: 281-342-7371 Email: Ed.Sturdivant@fortbendcountytx.gov																		
The facts affirmed by me in this proposal are truthful and I warrant the respondent is in compliance with the RFA terms and conditions, including HHSC's Uniform Contract Terms and Conditions, and other RFA requirements unless specifically noted on the Respondent Information and Disclosure Form. I understand the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award of a contract. This document has been duly authorized by the governing body of the respondent and I (the person signing below) am authorized to represent the respondent.																			
13) AUTHORIZED REPRESENTATIVE <span style="float: right;">Check if change <input checked="" type="checkbox"/></span> Name: KP George Title: County Judge Phone: 281-341-8608 Fax: 281-341-8609 Email: County.Judge@fortbendcountytx.gov	14) SIGNATURE OF AUTHORIZED REPRESENTATIVE    15) DATE																		

## FORM C: APPLICATION SUMMARIES

Please complete this form to provide a summary of your application activities. This form will be used to orient reviewers to your applications, and to conduct a technical review to assure that you are applying only for eligible activities and populations, and your budget requests do not exceed the caps listed in the RFA. You may attach one additional page if needed.

**Name of Respondent:** Fort Bend County

**1. Opportunity 1: Routine HIV Screening in Healthcare Settings**

a. Applying for funding?    **No**

**2. Opportunity 2: Core HIV Prevention Services**

a. Applying for funding                    **Yes**

b. If yes, total funding request for this opportunity: \$341,331

c. If yes, list HSDAs and counties to be served: **Houston HSDA: Fort Bend and Harris Counties**

d. If yes, list the priority populations in each HSDA/set of counties included in the application: **Hispanic MSM and Black MSM**

**3. Opportunity 3: PrEP/nPEP Programs**

a. Applying for funding                    **Yes**

b. If yes, total request:                    \$148,638

c. If yes, list HSDAs and counties to be served: **Houston HSDA: Fort Bend and Harris Counties**

d. If yes, list the priority populations in each HSDA included in the application: **Hispanic MSM and Black MSM**

**4. Opportunity 4: Client-Level Interventions**

a. Applying for funding                    **No**

**5. Opportunity 5: Structural and Community Level Interventions**

a. Applying for funding:                    **No**

## FORM B: ENTITY INFORMATION, CONTRACT AND LITIGATION HISTORY

*This form provides information regarding identification and contract history of the Applicant, executive management, project management, governing board members, and/or principal officers. Applicant must respond to each request for information and **provide the required supplemental document behind this form.** If responses require multiple pages, identify the supporting pages/documentation with the applicable request.*

**NOTE: Administrative Information may be used in screening and/or evaluating proposals.**

### **Identifying Information**

#### **1. The Applicant must attach the following information:**

##### **If a Governmental Entity complete Form B-1.**

Names (last, first, middle) and addresses for the officials who are authorized to enter into a contract on behalf of the Applicant.

George, KP.  
301 Jackson Street,  
Richmond, TX 77469

##### **If a Nonprofit Entity complete Form B-2.**

Full names (last, first, middle), addresses, telephone numbers, titles and occupation of members of the Board of Directors or any other principal officers. Indicate the office held by each member (e.g. chairperson, president, vice-president, treasurer, etc.).

#### **2. Is Applicant a nonprofit organization?**

YES  NO

*If YES, Applicant **must include evidence of its nonprofit status with the proposal.** Any one of the following is acceptable evidence. Check the appropriate box for the attached evidence.*

- A copy of a currently valid IRS exemption certificate.
- A statement from a State taxing body, State Attorney General, or other appropriate State official certifying that the Applicant organization has a nonprofit status and that none of the net earnings accrue to any private shareholders or individuals.

- A copy of the organization's certificate of formation or similar document if it clearly establishes the nonprofit status of the organization.
- Any of the above proof for a State or national parent organization, and a statement signed by the parent organization that the Applicant organization is a local nonprofit affiliate.

**FORM B: ENTITY INFORMATION AND CONTRACT AND LITIGATION HISTORY *continued***

**Conflict of Interest and Contract and Litigation History**

The Applicant must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFA.

Examples of potential conflicts include an existing or potential business or personal relationship between the Applicant, its principal, or any affiliate or subcontractor, with the Health and Human Services Commission, the Program Administrator, or any other entity or person involved in any way in any project that is the subject of this RFA.

Similarly, any existing or potential personal or business relationship between the Applicant, the principals, or any affiliate or subcontractor, with any employee of the Health and Human Services Commission or the Program Administrator must be disclosed.

Any such relationship that might be perceived, or represented as a conflict, must be disclosed. Failure to disclose any such relationship may be cause for contract termination or disqualification of the proposal. If, following a review of this information, it is determined by HHSC that a conflict of interest exists, the Applicant may be disqualified from further consideration for the award of a contract.

Pursuant to Texas Government Code Section 2155.004, an Applicant is ineligible to receive an award under this RFA if the bid includes financial participation with the Applicant by a person who received compensation from HHSC to participate in preparing the specifications or the RFA on which the bid is based.

**3. Does anyone in the Applicant organization have an existing or potential conflict of interest relative to the performance of the requirements of this RFA?**

- YES     NO

*If YES, detail any such relationship(s) that might be perceived or represented as a conflict. (Attach no more than one additional page.)*

4. Will any person who received compensation from Health and Human Services Commission (HHSC) for participating in the preparation of the specifications or documentation for this RFA participate financially with Applicant as a result of an award under this RFA?

YES  NO

*If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.*

5. Will any provision of services or other performance under any contract that may result from this RFA constitute an actual or potential conflict of interest or create the appearance of impropriety?

YES  NO

*If YES, detail any such actual or potential conflict of interest that might be perceived or represented as a conflict. (Attach no more than one additional page.)*

6. Are any current or former employees of the Applicant current or former employees of HHSC (within the last 24 months)?

YES  NO

*If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.*

7. Are any proposed personnel related to any current or former employees of HHSC?

YES  NO

*If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.*

8. Has any member of Applicant's executive management, project management, governing board or principal officers been employed by HHSC 24 months prior to the proposal due date?

YES  NO

*If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.*

9. If the Applicant is a private nonprofit organization, does the executive director or other staff serve as voting members on the organization's governing board?

YES  NO

**10. Is Applicant or any member of Applicant's executive management, project management, board members or principal officers:**

- Delinquent on any state, federal or other debt;
- Affiliated with an organization which is delinquent on any state, federal or other debt; or
- In default on an agreed repayment schedule with any funding organization?

YES  NO

*If YES, please explain. (Attach no more than one additional page.)*

**11. Has the Applicant had a contract suspended or terminated prior to expiration of contract or not been renewed under an optional renewal by any local, state, or federal department or agency or non-profit entity?**

YES  NO

*If YES, indicate the reason for such action that includes the name and contact information of the local, state, or federal department or agency, the date of the contract and a contract reference number, and provide copies of any and all decisions or orders related to the suspension, termination, or non-renewal by the contracting entity.*

**12. Does this proposal include financial participation by a person or entity that has been convicted of violating federal law, or been assessed a penalty in a federal civil administrative enforcement action, in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or any other disaster occurring after September 24, 2005, under Government Code 2261.053?**

YES  NO

*If YES, please explain. (Attach no more than one additional page.)*

**13. Has Applicant had a grant/contract with HHSC within the past 24 months?**

YES  NO

*If YES, list the HHSC contract and attachment number(s):*

HHSC Contract Number(s)

2016-004093	HIV Prevention
IDCUSURFY18&FY19	Disease surveillance
HHS000036000004	TB Program Federal
537-18-0056-00001	Immunization Program

**14. Applicant must disclose any civil or criminal litigation or investigation pending over the last five (5) years that involves Applicant or in which Applicant has been judged guilty or liable. Failure to comply with the terms of this may disqualify the Applicant.**

None

**15. At its discretion, HHSC may require the Applicant to disclose information regarding the application for or award of state, federal, and/or local grant funding by the Applicant or Community Collaborative member organization within the past two (2) years to provide mental health care services and treatment to veterans and their families. Applicant may elect to disclose this information as part of the application.**

None

**ALL ADDITIONAL PAGES REQUIRED BY RESPONSES TO FORM B SHOULD BE INSERTED HERE.**

## FORM D: ABSTRACTS FOR FUNDING OPPORTUNITIES

### **Funding Opportunity 2: Core HIV Prevention Programs:**

FBC's HIV/STD Targeted Community Based Prevention Program, referred to as The Program, proposes to provide community engagement, focused testing with counseling and linkage to care and condom distribution to two priority populations in the Houston HSDA—Hispanic MSM and Black MSM. Activities will take place primarily in Fort Bend County (FBC), but also in Harris County as MSM from FBC socialize there. Core HIV Prevention activities for the priority populations will be largely through social media, particularly the use of geo-social apps that MSM use to find sexual partners. The Program will use social networking, the FBC website, and other social media platforms as well. The Program will recruit, test and distribute condoms in a few traditional brick and mortar settings as well as at events for MSM. Tests will routinely include HIV and syphilis; testing for Hepatitis C, gonorrhea and Chlamydia will be performed for clients according to recommended guidelines. HIV testing will be done using a rapid test with blood drawn and submitted to the DSHS laboratory for detection of early infections. Clients will be educated about PrEP, screened for eligibility for referral to PrEP services. Clients are assessed and counseled for risks, and assessed for other needs that contribute to HIV risk. The Program maintains relationships with agencies providing HIV medical and related services to which clients are referred. Condoms will be distributed to those tested, to those who contact staff through geo-social apps whether tested or not, and to designated venues. The Program will link those testing positive for HIV to medical care by keeping in contact by phone, Facebook, Snapchat and addressing barriers to accessing care as they arise. A Community Advisory Board will be established to advise The Program regarding programmatic issues. The Program will test a total of 1000 people; 440 of these will be Hispanic MSM, 160 Black MSM with the remainder from the other priority populations for the Houston HSDA—White MSM, Black Heterosexual Women and transgender persons. 75,000 condoms will be distributed.

### **Funding Opportunity 3: PrEP and nPEP:**

The Program proposes to establish a PrEP and nPEP program to incorporate the three elements required under the grant and to serve the priority populations of Hispanic and Black MSM and others who may need PrEP/nPEP in Fort Bend and Harris Counties. Each individual that Program staff encounters through the HIV Core Prevention Program will be made aware of and educated about PrEP/nPEP, and screened if indicated by risks. Additional promotion to the community will be through handouts included in condom packets, education to The Program's collaborators in distributing condoms, on the FBC website and through the social media platforms used by The Program. The Program will collaborate with the Gilead representative in promoting adoption of PrEP/nPEP by clinical providers. The Program will send materials and make visits to clinical providers who are identified as not currently prescribing PrEP/nPEP to encourage adoption of PrEP/nPEP. The Program will prescribe PrEP/nPEP to clients who are eligible at the Missouri City Annex Clinic and conduct required follow-up visits. A Nurse Practitioner will be hired, and staff from the HIV Core Prevention Program will be cross-trained to work with PrEP/nPEP clients. Laboratory tests will be sent to FBC's contracted lab, Clinical Pathology Laboratories. The Program will contract with a pharmacy, which will assist in client applications for medication and/or co-pays as appropriate for insured and uninsured clients, and will fill the medication prescriptions. The Program will follow current CDC guidelines for both PrEP and nPEP. The Program will educate 600 people about PrEP/nPEP, screen 300 for eligibility, link 100 to the PrEP/nPEP program, prescribe PrEP to 50 and nPEP to 5, and transition 2 clients from nPEP to PrEP. At least five clinical providers will be reached to promote adoption of PrEP/nPEP.

## FORM E: APPLICANT BACKGROUND

1. Respondent's legal name is Fort Bend County. The HIV/STD Targeted Community Based Prevention Program (The Program) is one program in Clinical Health Services (CHS), which is a sub department in the department of Health & Human Services (HHS). The mission of HHS is to promote the health and wellbeing of the residents of Fort Bend County through education, disease prevention and intervention, emergency preparedness and response, and helping to assure the provision of basic human needs. The department's vision is "A public empowered to take control of its health and well-being." The Mission of Clinical Health Services is to prevent, control and eliminate communicable diseases among the residents of Fort Bend County.

The Program proposes to conduct the Core HIV Prevention Program activities of Community engagement, condom distribution, focused HIV/syphilis testing and tailored health education, linkage to care with appropriate referrals as well as providing the elements of a PrEP/nPEP: promotion through community education and awareness, promotion of adoption of PrEP/nPEP of local clinical providers, and delivery of PrEP/nPEP clinical and client support services. All these activities go directly to the mission and vision of the County, the HHS department and the sub department of CHS. The activities promote the health and well-being, prevent disease and aid in the control and elimination of communicable diseases in Fort Bend County residents. These goals are reached through HIV/STD/PrEP/nPEP education and awareness, intervention in risky behaviors leading to increased susceptibility to HIV/STDs, testing and treatment—both intervene in acquisition and transmission of disease, and prevention through condom distribution and provision of PrEP/nPEP.

Fort Bend County, of course, has accomplished innumerable things since its creation in 1837. Of note is the county's response to the impact of Hurricane Harvey in 2017. To address Health & Human Services responsibility to assist impacted individuals with medical needs, the Public Health Emergency Preparedness Program (PHEP) established a medical shelter—in addition to placing people with partnering agencies—by activating a contingency staffing contract that resulted in providing FBC with an additional 24 medical professionals to support medical sheltering operations and needed care for county residents. Partnerships with Austin Pets Alive! and San Antonio Pets Alive! also allowed transfer of pets in FBC's animal shelter to make room for animals displaced by the Hurricane. Indigent Health Care (IHC) aided residents in many areas: applying for FEMA funds, Disaster Medical Assistance Team prescription vouchers, shelter placement and referrals to other available programs such as those through the Red Cross. IHC even assisted clients remotely when offices were closed. Please see #4 in this section for The Program's accomplishments.

2. Fort Bend County is governed by the Fort Bend County Commissioner's Court, with the County Judge, currently Judge KP George, as the presiding officer. The business of Fort

Bend County is conducted by and between the Commissioner's Court and county staff, elected officials, department heads, consultants, experts and/or members of the public. Fort Bend County has some 54 established departments/sub departments that conduct the county's business, ranging from Animal Control to Environmental concerns, to Public Safety and the Veteran Service Office—literally everything from A-Z. The HIV/STD Program is a program within Clinical Health Services which falls under the Department of Health & Human Services (HHS). HHS is Fort Bend County's principal agency for protecting the health of county residents and providing essential human services, especially for those who are least able to help themselves. Clinical Health Services (CHS) provides clinical services in the core public health areas of STD treatment; tuberculosis prevention, diagnosis and treatment; and provision of childhood and adult immunizations.

3. Fort Bend County, as mentioned above, has 54 departments serving the diverse people of the County. The Program is located in the Department of Health & Human Services (HHS), which includes these services: Animal, Emergency Medical, Environmental Health, Clinical Health, Indigent Health Care, and Social Services. In addition to the HIV/STD Targeted Community Prevention Program (The Program), Clinical Health Services includes Health Screenings, STD Treatment, Tuberculosis Control, Chronic Diseases and Epidemiology.

The Program's current scopes of work are Targeted Testing & Linkage to Care and Condom Distribution. Staff test for HIV, syphilis, gonorrhea, Chlamydia and Hepatitis C. Clients are linked to medical care for HIV by The Program supervisor and referred to local clinics for treatment of syphilis, gonorrhea, Chlamydia and Hepatitis C. Staff distribute condoms to bars, apartments, and other venues where they test as well as to the individuals tested.

Data from the DSHS Quarterly Report, January-September 2018 show that of the individuals tested 86% were male, 14% female; Hispanics constituted 44%, Blacks 32%, White 18% and 8% Other; 50% were MSM, 44% Heterosexual with a smattering of people who inject drugs (58 of 1033) and others. The under 20 group constituted 14%, 20-24 years of age: 19%, 25-29: 24%, 30-34: 14%, 35-39: 12%, 40-45: 8% and those 46-78 made up 11% (this is from January-June 2018 data). In summary, The Program tests mostly male, Hispanic & Blacks, half MSM, and over 50% individuals under the age of 30. MSM were tested largely through geo-social apps (68%). This is where new HIV diagnoses were found, so this group is clearly at risk. The Program also tested in Fort Bend Jail and the Fort Bend Regional Council, the area's substance abuse facility. These people have life circumstances and behaviors that put them at risk for HIV/STDs.

*Core HIV Prevention Programs:*

The Program, first implemented April 2016, has in its short history of not quite 3 years, developed into a smoothly operating program with increased capability of targeting at-risk people, testing, identifying new individuals with HIV and linking them to care, and distributing condoms. In the first challenging year, policies and procedures were developed and implemented, staff hired and trained, testing of HIV and syphilis implemented, and by December 31<sup>st</sup> the goal of testing 1500 individuals was met. The program added rapid Hepatitis C testing in 2017, then confirmatory testing in 2017. Gonorrhea and Chlamydia testing were implemented in October 2017. Thousands of condoms have been distributed to area agencies and to individuals.

	<b>2016</b>	<b>2017</b>	<b>2018</b>
No. condoms distributed	14,475	62,215	74,685
No. HIV tests	1602	1238	1301
No. New HIV infections	4	7	11
No. syphilis tests	1498	1198	1259
No. New syphilis cases	25 (1.7%)	16 (1.3%)	26 (2.1%)
No. gc/Ct tests	NA	93	523
No. gc/Ct positives	NA	8 (8.6%)	70 (13.4%)
No. Hepatitis C tests	NA	46	473
No. Hepatitis C positive	NA	7 (not confirmed)	17 (4.0%)

gc=gonorrhea Ct=Chlamydia

*PrEP/nPEP:*

The Program has experience with the first component of a PrEP and nPEP Program—promotion of PrEP/nPEP through community education and awareness activities. In 2018, 769 people were educated about the availability of PrEP/nPEP and referred to area providers as appropriate. The Program does not have experience with either promotion of adoption by local clinical providers or with delivery of PrEP/nPEP clinical and client support services. We do have experience with client support services for clients testing positive for HIV and other STDs. Fortunately, there are many resources in our area for PrEP/nPEP delivery and The Program is currently accessing these resources in anticipation of delivering PrEP/nPEP services

The Program’s personnel, from the HIV Prevention Specialists to the Director of Fort Bend HHS, are experienced and qualified. Dr. desVignes-Kendrick, MD, MPH, FAAP, director of FBHHS since 2011, also served as Director of the City of Houston Department of Health and Human Services (HDHHS)for 12 years. She has served in many distinguished Public Health capacities and has received several awards. Dr. Reynolds, MPH, DrPH assists the Director in overseeing the departments included under HHS. Dr. Reynolds has 29 years of public health experience in City and County health departments with direct experience in HIV as an epidemiologist for 3 years and as manager of an HIV/AIDS Surveillance program for 12 years. As an epidemiologist, Dr. Reynolds was involved with an HIV/AIDS education program and a Gay Men’s Cohort Study and implemented a longitudinal HIV/AIDS study. Ngombe Bitendelo, RN, BSN, MPH has the education and experience needed for

this public health work—he is a medical technologist, received a Bachelor’s of Science in Nursing and his MPH in epidemiology and biostatistics. He put these degrees to use, working in health care as a medical technologist, nurse, epidemiologist and biostatistician for over twenty years. Mr. Bitendelo’s management experience includes nurse manager for Kansas State Hospital and for the St. Louis County Health Department, and as Director of Clinical Health Services for Fort Bend County for four years he has directly overseen the success of The Program for the nearly 3 years of its existence. As a nurse and as Director of CHS, Mr. Bitendelo also has the clinical experience needed to assist and oversee the establishment and running of a PrEP/nPEP program. Jorge Sanchez, The Program’s supervisor, now has over 2 years’ experience with HIV prevention. One HIV Prevention Specialist has 23 years in the field and the other now has 2 years’ experience. The solid experience and knowledge of management and staff ensure that not only does the The Program have personnel qualified to successfully run and manage the current scopes of work, but also to set up the other scopes of work the organization is applying for.

4. The Program proposes to conduct focused testing to Hispanic and Black MSM as priority populations. For all three (3) years of The Program, MSM and Heterosexuals of any race and ethnicity have been targeted. Data from these years shows that all races and ethnicities were actually tested, although the proportion of each has varied. For example, in 2016 of the 362 MSM tested, 59% were Black, 19% were Hispanic and 18% were White, while in 2018 Blacks made up 18% of MSM tested, 53% were Hispanic and 20% were White. In 2016, MSM were tested mainly in traditional venues and in traditional ways—apartments, bars, the county jail, the clinic and through street outreach. In 2018, social media and geo-social apps were primarily used (72% of tests) with the rest of the testing occurred at the county jail, a gay bar, and a gay church. All MSM who were found to have new HIV infections were identified through social media.
5. As has been shown in numbers 4 and 5 above, The Program has served a population of different races, ethnicities and sexual orientation in the last nearly three years. In addition to the racial groups of Blacks and Whites, staff have provided prevention activities to a substantial number of Asians and to a much lesser extent those who identify as Pacific Islanders, Native American, multiracial and Other. During the years 2013-2017 in Fort Bend County, 27.6% of the population was estimated to be foreign born (U.S. Census 2010). While we do not collect such data, it would not be unreasonable to assume that The Program has served many clients from countries other than the United States. Since the program’s inception, one-third of those served were Hispanic. Transgender individuals served number 17, with 16 being Male to Female, 1 was Female to Male. Of these, 8 were Black and 9 White. The Program strives to serve persons with disabilities—in particular, staff can go to a place convenient to the client for our services.
6. The Program works with several other agencies in order to accomplish its goals. Of utmost importance is linking individuals testing positive for HIV to medical care and support services. The Program refers to Access Health in Fort Bend County, St. Hope

Foundation's clinics in Fort Bend and Harris Counties, and to these agencies in Harris County: Avenue 360, and Legacy Community Health. These agencies provide support services as well, including treatment for HCV, gonorrhea and Chlamydia, PrEP/nPEP, case management, dental health, behavioral health services, family planning, social services, assistance with housing, and others. The Fort Bend County Clinics treat for gonorrhea and Chlamydia, and test for tuberculosis. Other Fort Bend County services to which referrals occur include such departments as social services. The Program additionally refers clients to Fort Bend Regional Council for help with substance abuse; to Planned Parenthood Gulf Coast for PrEP, testing and treatment of oral and anal gonorrhea and or Chlamydia, and birth control. Hepatitis C initial testing and confirmation is possible through Linkage to Health, which provides testing materials and laboratory analysis. Clients with Hepatitis C are referred to Linkage to Care for treatment. The program works closely with DSHS Region 6 to determine if clients have new or previous HIV and syphilis infections, for syphilis treatment, and for partner services for both diseases. The Program collaborates with the mPact Task Force of the City of Houston for testing by providing staff to test on their mobile van when they go out to gay bars. The Program collaborates with various entities for which condoms are provided such as bars, apartments, drug treatment facilities, clinics, physician's offices, the Fort Bend Women's Shelter and clubs. Staff participate with groups that assist in promoting program activities including the Latino Task Force and the Fort Bend LGBTQ Community Group.

## FORM F: ASSESSMENT NARRATIVE

1. Fort Bend County (FBC) will conduct Core Prevention Program and PrEP/nPEP activities in the Houston HSDA, primarily to those who reside and work in FBC with some activities in Harris County, particularly for MSM. MSM from Fort Bend County socialize in Harris County due to the fact that Fort Bend County does not have any bars or specific venues catering to the MSM population. Additionally, several cities in FBC C border or are also in Harris County, for example, Stafford, Missouri City and Katy. Fort Bend County, with an estimated 2017 population of 764,828, is one of the fastest growing and most diverse counties in the nation. Since April 2010 the population has increased by 30.8%. The county is 34.1% white, 24.2% Hispanic or Latino, 21% black or African-American, and 19.9% Asian. The per capita average income in the last 12 months is \$38,382; 8% of the people live in poverty and 12% have no health insurance. (U.S. Census Bureau, Quick Facts for Fort Bend County).

Fort Bend County is included Houston HSDA, which is designated in this RFA with the highest morbidity ranking of 1 (RFA, No. HHS0000778, p.12). Among the counties in the Houston HSDA it has the 2<sup>nd</sup> highest rate for People Living with HIV (PLWH), with Harris County being number one (2016 Annual Report, Texas HIV Surveillance, p.25). Fort Bend County ranked 9<sup>th</sup> in the state for the number of HIV diagnoses in 2017, 11<sup>th</sup> for the number of AIDS cases and 8<sup>th</sup> for the number of People Living with HIV (2017 Annual Report, Texas HIV Surveillance Report, p.30). The case rate for HIV diagnoses in 2017 was 10.2/100,000 people. This rate has not varied much in the last decade: the average rate from 2008-2016 is 9.9. Thus, while the rate has not increased, it also has not decreased. (2017 Annual Report, Texas HIV Surveillance Report, p6). Other sexually transmitted diseases are also an issue in the county with gonorrhea and Chlamydia seemingly on the rise: gonorrhea rates averaged 51/100,000 people from 2010 through 2014, jumping to 72.1 in 2015, then to 88.8 in 2016 and 93.0 in 2017; Chlamydia rates averaged 220 from 2010-2015, jumping to rates of 367 in 2016 and 374 in 2017. The total syphilis rate was 19.0 in 2017 up from a low of 8.3 in 2013 in the years from 2010-2017. (2017 Annual Report, Texas STD Surveillance Report, p.25, p.30, p.35). Thus, there is need for testing for HIV and other sexually transmitted infections in Fort Bend County.

Harris County is the most populated county in Texas with an estimated population in 2017 of 4,652,980 people. It is diverse with a majority of Hispanics at 43%, followed by Whites at 29.7%; Blacks constitute 19.7% of the people and Asians 7.3%. Most people over 25 have a high-school education (80.5%), while nearly a third (30.5%) have obtained a Bachelor's degree or higher. Of note are the statistics for uninsured at 20.7% and the fact that 15.9% live in poverty. (U.S. Census, Quick Facts for Harris County)

Harris County has the most cases of HIV diagnoses, AIDS and the greatest number of People Living with HIV (2017 Annual Report, Texas HIV Surveillance Report, p.30). Rates of HIV diagnoses have been decreasing in the last decade, from 31.7/100,000 in 2008 to 23.7 in 2017; however, the rate remains high enough to rank Harris County as the

4<sup>th</sup> highest in the state in 2017. The county ranks 2<sup>nd</sup> for PLWH (2017), with a rate of 551.7/100,000. (2017 Annual Report, Texas HIV Surveillance Report, p.6, p.30)

2. Resources exist in Fort Bend County for HIV and STI testing, but most charge clients. Two agencies offer free testing for HIV: FBC's Health & Human Services Department, and St. Hope Foundation located in Sugarland. HIV prevention, including PrEP/nPEP and HIV/STI testing (for a fee), treatment, condoms, and support services are offered by Access Health and St. Hope in Sugarland. Clients also access agencies in Harris County. FBC HIV/STD Targeted Community Based Prevention Program (The Program) fills the gap by offering free HIV testing and additional free testing for syphilis, gonorrhea, Chlamydia and Hepatitis C. These agencies do not, to our knowledge, perform outreach to clients, nor do other programs test for gonorrhea and Chlamydia in the field. The Program fills this gap.
3. The Program will serve Hispanic and Black MSM as the priority populations. MSM remain the major risk category in Texas accounting for 72% of HIV infections. MSM is the only group that has seen an increase in new diagnoses over the past decade, up 30% since 2007, particularly among young MSM, Black MSM and Hispanic MSM. (dshs.texas.gov, 2016 Texas Integrated Epidemiologic Profile for HIV/AIDS, Section 2. New diagnoses, Data for Figure 2.4 and Table 2-3.) The Houston HSDA, which includes Fort Bend and Harris Counties, reflects the Texas profile with 68.2% of new diagnoses being MSM. (dshs.texas.gov, 2016 Texas Integrated Epidemiologic Profile for HIV/AIDS, Appendix A., p.178). Black MSM have the highest rate of new diagnoses in Texas at 944.1/100,000, with Hispanics following with a rate of 618.1 and Whites at 248.6. (2017 Annual Report, Texas HIV Surveillance Report) The Program identified seven new HIV cases in 2017, all of them MSM. Of these, 3 were Hispanic, 2 Black, and 2 White; in 2018, 10 of 11 clients with new HIV diagnoses were MSM, with 7 being Hispanic, 2 Black and 1 White.

Heterosexuals are the group with the second highest rate of newly diagnosed HIV in the Houston HSDA at 24.7%. Women account for the majority of heterosexual infections, 83.1%. Across all risk categories the rate among blacks is the highest, with Hispanics next; both far outstrip rates for whites: Blacks 57.1%, Hispanics 20.2% and whites 8.4%. The rates among blacks has been steadily declining—down from 68.3% in 2013, but still so much higher than their proportion in the population (21% in Fort Bend County). Rates among Hispanics and whites has remained stable, with the rate among Hispanics proportional to their population percentage and for white significantly below their representation in the population. (2016 Texas Integrated Epidemiologic Profile for HIV/AIDS; Houston HSDA statistics.)

From the success of the FBC HIV Program, we have learned that outreach and free testing are prevention needs in Fort Bend County. Outreach addresses barriers such as transportation, and provides testing at times and places when traditional testing venues are not available. The Program staff tests at times convenient for our clients, which includes evenings and weekends. Staff also test at locations convenient for clients, whether they live or work in Fort Bend County. In 2018, staff noticed that clients on

PrEP were coming to The Program for free HIV testing, indicating a need for free services for this group. Clients have asked for PrEP services as well as for condoms.

## FORM G: PERFORMANCE MEASURES AND STANDARDS

### **Funding Opportunity 2: Core Prevention Performance Standards and Objectives**

STANDARD A	At least 95% of Clients testing positive for HIV will receive results counseling.	
STANDARD B	At least 90% of Clients newly diagnosed with HIV will be linked to HIV-related medical care within 3 months.	
STANDARD C	Area 1: Grantee must achieve a new diagnosis rate of at least 1.4%.	
	Area 2: Grantee must achieve a new diagnosis rate of at least 1.2%.	
	Area 3: Grantee must achieve a new diagnosis rate of at least 0.9%.	
STANDARD D	Programs will be evaluated on a standard for referral to PrEP or nPEP for Clients with a negative test result. The standard is under development.	
<b>Projected Numbers to be Served</b>		
<b>OBJECTIVE A</b>		
	<u>Projected number</u> of tests to be performed by the end of the initial contract term	1000
<b>OBJECTIVE B</b>		
	<u>Projected number</u> of newly diagnosed HIV positive persons tested by the program by the end of the initial contract term	14
<b>OBJECTIVE C</b>		
<b>Of the total number of tests outlined in Objective B, the contractor will perform testing for the selected priority populations.</b>		
	<u>Number of tests for Hispanic MSM</u> by the end of the initial contract term	440
	<u>Number of tests for Black MSM</u> by the end of the initial contract term	160
<b>OBJECTIVE D</b>		
	<u>Projected number</u> of condoms distributed by the end of the initial contract term	75,000

**Funding Opportunity 3: HIV Pre-Exposure Prophylaxis (PrEP) and Non-Occupational Post Exposure Prophylaxis (nPEP) Objectives**

Grantees under this RFA will be monitored on their ability to achieve program performance standards and objectives of projected numbers to be served. *Please note that additional indicators may be included once contracts are awarded.*

Projected Numbers to be Served	
Objectives	
Projected number of Hispanic and Black MSM to be reached through PrEP and nPEP education and outreach activities by the end of the initial contract term.	600
Projected number of clinical providers to be reached through PrEP/n-PEP education and outreach activities by the end of the initial contract term.	5
Projected number of MSM and Black Heterosexual Women to be screened for PrEP/nPEP eligibility by the end of the initial contract term.	300
Projected number of PrEP/nPEP-eligible MSM and Black Heterosexual Women who are referred and linked to a PrEP/nPEP provider by the end of the initial contract term.	100
Projected number of PrEP/nPEP-eligible MSM and Black Heterosexual Women who are prescribed PrEP/nPEP regimen and maintain adherence by the end of the initial contract term.	50
Projected number of nPEP-eligible MSM and Black Heterosexual Women who complete their nPEP regimen by the end of the initial contract term.	5
Projected number of nPEP/PrEP-eligible MSM and Black Heterosexual Women who transition from nPEP to PrEP by the end of the initial contract term.	2

## FORM H: WORK PLAN

### **Core HIV Prevention Programs**

*NOTE: The Fort Bend County HIV Prevention Outreach Program is referred to simply as The Program*

#### Community Engagement

The Program proposes to conduct Core HIV Prevention Program activities to the priority populations of Hispanic and Black MSM. Secondly, The Program will test White MSM and Black Heterosexual Women, thus information is included on these populations.

- a. MSM will be engaged using the strategy of venue-based outreach by recruiting clients in places where they tend to gather. The Program currently engages MSM at bars in Houston—Neon Boots, Ripcord, Tony’s Corner Pocket; Fort Bend County does not have any gay bars so residents travel to Houston bars for socializing. The Program does now and will continue to engage clients regularly at Houston’s gay church, the Resurrection Metropolitan Community Church. Clients are engaged through working with mPACT (Houston’s gay task force) at their mobile unit. Staff has also recruited MSM at Fort Bend County Jail. Black Heterosexual Women will be engaged primarily through venue-based outreach at the Fort Bend County Jail, the Fort Bend County Missouri City Annex, Trend Barber College and through the Fort Bend County Women’s Center on Wilson Drive. Street outreach will be conducted outside apartment complexes where at-risk Black women may be found, and The Program will approach black churches to engage Black Heterosexual Women. The Program will reach out to the Houston’s African-American State of Emergency Task Force for guidance in identifying those most at risk in this population. The Program will engage referrals from external agencies such as Access Health, a Community Health Center with several locations in Fort Bend County, and from DSHS Region 6, HIV/STD Bureau. Within Fort Bend Health & Human Services Department, The Program will collaborate with the STD and Social Services Programs.
- b. Events that The Program will participate in include Pride Week activities, Luey Weekend, Barracuda Leather Run, Bear Watch, Gamers’ Night, AIDS Walk, National HIV Testing Day and World AIDs Day. Events will be added as identified or organized.
- c. Engagement efforts for MSM will be concentrated using Internet outreach, specifically the social apps that MSM use to find sexual partners. Staff has been successful with Grindr, Jack’d, Tindr, Craig’s List, Bear 411, Grrrr, Buddy, Growlr, Grizzly, Scruff, Ghunt, Surge and Adam4Adam using culturally competent and educationally relevant messages and discussions. Internet outreach will not be limited to these apps as staff find and utilize other popular sites. Staff also use social networking to spread the word about The Program. Social apps, such as Black People Meet, will be used to engage Black Heterosexual women as well, particularly around apartment complexes and Texas Southern University in Houston, a Historical Black University, where MSM may be engaged as well. Clients also find information about The Program on the Fort Bend County website. Included in condom packets distributed to agencies, apartment complexes and given to individuals is information about the services provided by The Program. In addition, The Program will utilize community leaders from the Fort Bend LGBTQ Community Group, the Latino Task Force

and mPact for guidance and recruitment of MSM, particularly in Fort Bend County. The Program will pursue placing ads on the most popular apps.

- d. Fort Bend County has a Social Media Policy (see Attachments) detailing employee responsibilities. A protocol will be developed specifically for internet-based communication strategies with the priority populations. The Program now requires that texts between staff and clients are saved to ensure that appropriate conversations are being conducted; however, that is not written. The Program will use AIDS Services of Austin Social Media Policy and Procedures as a starting point.

### Condom Distribution

1. The Program will conduct a survey developed from materials suggested by DSHS that were received with the initial grant. The supervisor will designate a time frame of two weeks to one month during which all staff will distribute and collect the surveys. The time frame will be flexible until the number of surveys collected is sufficient to yield an informed result. The supervisor will ensure that the surveys are analyzed, the results disseminated to staff and others who may have input (such as the Community Advisory Board), that the results are discussed and suggested actions for change are implemented. The survey is included in attachments.
2. Condoms will be distributed to each site or event where engagement and testing occurs and offered to each client with whom The Program interacts whether that is through engagement, testing, counseling, PrEP, education, geo-social apps or other social media platforms and other activities in which The Program may engage. The Program also engages community partners ranging from social services, retail, faith-based and others; sites garnered from these relationships include apartment complexes, bars, churches, treatment centers, doctors' offices, Women's Center, Barber College, and clinics. By distributing condoms directly to The Program's priority populations and to places where the populations frequent, The Program increases the availability of condoms in the community. The Program will increase accessibility by ensuring that anywhere condoms are distributed there are no barriers to clients' obtaining the condoms. They will be placed in unrestricted, accessible and convenient locations at the sites where distributed and provided free of charge. The Program currently uses plastic containers, labeled "Free Condoms" with Program information about free HIV testing, PrEP, nPEP and how to contact The Program. The Program proposes to distribute to twenty (20) sites and events.

### Focused HIV Testing

1. The Program's overall strategy to increase testing to the MSM priority populations is outreach and more outreach at times and places convenient for the clients, to include education and awareness of the prevalence of infection in their population and the information that it is well within their reach to avoid acquiring HIV as well as other STIs. From the data cited in the Assessment portion (Form F) of this RFA, it is shown that there is a need for HIV and other STI testing in the designated populations in Fort Bend and Harris Counties. Many in the targeted populations have little to no access to routine health care, lack transportation, may be unaware of their specific risk, and have more pressing priorities for their time and money. The Program's strategy of testing people at places where they will

already be, or to go to them where they are, testing them at times convenient to them (in the evenings, on weekends), and testing for free will go a long way to overcoming the barriers. It is The Program's primary strategy to reach clients through the social apps and thus test them either at home or an agreed place of convenience. The Program retains engagement by obtaining client's phone numbers, adding them to Facebook and Snapchat, and with their permission contacting them periodically. To a lesser extent the Program will test at sites; many of these places include the places where engagement occurs: bars in Houston as there are no bars in Fort Bend County; the Resurrection Metropolitan Community Church; Fort Bend County Clinics in Rosenberg and Missouri City; Fort Bend County Regional Council in Rosenberg and Stafford, Fort Bend County Jail, mPact Mobile Unit, Trend Barber College and black churches in Fort Bend County. Sites will be monitored for success in reaching the targeted groups and added or deleted accordingly. Actions to encourage testing and remove barriers include testing reminders by text or other means, couples testing, tangible reinforcements, the positive interactions through social apps and friendly, encouraging, knowledgeable, culturally appropriate, face-to-face interactions with staff.

2. It is the responsibility of the Program Supervisor to know, understand, and to ensure that the focused HIV testing services meet the minimum requirements in 2.5.2, and the responsibility of the Director of the Program to oversee the Program Supervisor. The Program will begin testing on January 2, 2020, well within the 90-day start-up period, as The Program has been conducting focused testing since its inception in 2016. Data is submitted monthly as specified by DSHS, using Evaluation Web for testing data, and the designated Access database for condom distribution data. The Program will be expanding testing to the priority populations as to our knowledge there is not a testing outreach program in Fort Bend County. The Program operates under a Standing Delegation Order that is reviewed yearly by the Fort Bend Health & Human Services Director, signed by her and all HIV Prevention staff. In addition to performing rapid HIV testing, staff draws blood for HIV and syphilis for submission to the DSHS lab. Gonorrhea, Chlamydia and Hepatitis C testing are done for eligible clients. Clients are given a health message appropriate for their population or counseling if needed and the situation permits, or offered another time. The Supervisor ensures that documentation meets the DSHS standards as set out in the POPS, to include the client's race, sex, ethnicity and date of birth, a signed consent form, copy of all test results, a brief risk assessment, that basic information about HIV, STI, HCV was provided and documentation of referrals. If a client tests positive, additional documentation is required for confirmation to HIV/STI-related medical care, public health follow-up with the appropriate health department, and that the person's name is reported to the health department as required by law. The Program Supervisor reviews chart documentation according to the DSHS schedule.
3. To screen clients to determine what services they need and want, staff converses with each client before any testing regarding their particular sexual or injection risks since their last HIV test so that together they may determine what tests or services the client needs. Discussions will be client centered while guided. This brief assessment covers why the client desires a test; the date and result of the last HIV test; when the client's last exposure occurred; a history of STI diagnosis and treatment; other services that the client might need, particularly those that effect their HIV risk. This discussion follows The Program's assessment form (either paper or electronic) to ensure all elements are covered and

documented in the client's chart. Staff is trained in Foundations of HIV Counseling and Testing and thus are knowledgeable regarding client assessment.

4. Staff will be well versed about PrEP/nPEP—who is eligible, what it does, how often it must be taken, side-effects, etc.—so that they can knowledgeably educate clients. Talking to clients about PrEP will be a routine part of a session with a client; staff may also provide handouts on PrEP/nPEP to clients. Staff will encourage clients who need PrEP to enroll in a program, whether it is with The Program's PrEP initiative or with another agency of the client's choice. Clients will be provided with a referral list, encouraged to select an agency and contact the agency during the session. Education and referrals will be documented.
5. MSM will basically be told about the burden of disease among MSM, and the fact that new diagnoses in MSM drive the epidemic in our area. For example, staff might say that more than 70% of new diagnoses in Texas are in MSM and that 3 of 5 people living with HIV in Texas are MSM. In our area White and Hispanic MSM account for 90% of new MSM HIV diagnoses, and 80% of infections in Blacks are in MSM (. Also, staff might add if the person is young, that 15-34-year-old MSM have the highest rates. For Black Heterosexual Women the message may include that while 20% of women in Harris County are Black, they comprise 69% of women living with HIV; Black women's HIV rate is 5.8 times that of Hispanics and 21 times that of White women; one in 105 Black Women are HIV positive and one in 5 are not in care; additionally, Black Women have the highest rates of gonorrhea, Chlamydia and syphilis in Texas. Staff have CDC and Texas DSHS fact sheets for MSM and Black Women (in Attachments) that they may hand out to the respective individuals. Statistics are from Houston Area Comprehensive HIV Prevention & Care Services Plan 2017-2021, p.9 and the 2017 Texas HIV Surveillance Report.
6. Staff is trained in Foundations of Counseling and Testing (FCT), which includes training for individualized counseling. Any new staff will be required to attend training for a formal individualized prevention counseling. Should staff determine that a particular client would benefit from individualized prevention counseling, they will then have the skills to use it at the time of the session with the client.
7.
  - a. The Program uses a combination of standard and rapid testing. Rapid HIV testing is done with the INSTI or Chembio Sure Check HIV 1/2 Assay tests and blood is drawn for HIV Ab/Ag and syphilis testing by the DSHS laboratory during each testing session with a client. The Program sends blood to the DSHS lab to ensure that proper algorithms are used to detect early cases of HIV. The Program has a Quality Assurance Plan for rapid testing and a current CLIA License.
  - b. Current staff is trained in phlebotomy and has several years of experience. Staff has drawn blood for HIV and syphilis testing both in the field and in the clinic since the inception of The Program in 2016. New staff will be trained, observed and checked-off before performing phlebotomy on their own.
  - c. It is program policy to test every client for syphilis. Clients are told we test for HIV and syphilis; blood is drawn before performing the rapid HIV test. As a rule, only clients who absolutely refuse to have blood drawn do not receive a syphilis test or when staff is unable to obtain blood via venipuncture. In 2018, 97% of clients tested for HIV were also tested for syphilis.
8. The INSTI rapid HIV test yields results as the client is watching; thus, they immediately receive their result. The Chembio test is set up at the beginning of the session so that results are ready and delivered during the client session. If for some reason, the client has left the

room, staff will ensure they have the correct client by verifying their identity upon return. All results will be given in a manner that is confidential and respectful of the client. In the event a client leaves and does not receive their results, staff may call and after following the protocol for identifying the client (in Attachments), give a negative result. Staff may text or email clients asking the client to call them for information about their session, but may not text a result or mention HIV testing to ensure confidentiality. Delivering positive results is discussed directly following in #1 under Linkage and Engagement in HIV-Related Medical Care.

### Linkage and Engagement in HIV-Related Medical Care

1. Clients are counseled and referred for medical care with positive HIV rapid results. Positive rapid results are immediately viewed with the INSTI HIV test. Should the client not be present during the INSTI test, staff will verify their identity before delivering the positive result. Results will be given in a respectful and confidential manner. The FCT model is used as guidance for counseling—assessing the client’s understanding, giving the client time to absorb the result, reflecting feelings, answering questions, identifying support, and when the client is ready, discussing the importance of medical care and how the client will prevent transmission of the virus to others. At a minimum staff will help the client understand what the result means, assess what social support is available to the client, stress the importance of accessing medical care and taking HIV medicines. The client is encouraged to make an appointment with a care provider during the session. Ways to avoid transmitting HIV are discussed including treatment as prevention. It is also explained that a confirmatory test will be performed. Staff gives clients their contact information and is available for clients to call after the sessions; staff follow-up with clients in the days immediately following to see how they are doing. Clients are given a copy of their results. If the rapid HIV test is negative and the blood draw is positive, staff makes at least three attempts to contact the client to have a face-to-face meeting to receive their results. The final contact attempt is a letter generically describing that staff need to discuss their recent testing session with them. Regional Disease Intervention Specialists also attempt to find and inform the client in the event The Program cannot reach the client.
2. a. The Program has formal Memoranda of Understanding with the following service providers of HIV-related medical care: Access Health, Legacy Community Health, Avenue 360 and St. Hope Foundation. Staff maintains a working relationship with the agencies to which clients are referred, calling and talking with them to verify the client’s medical care or to provide information to the agency with proper authorization to release information documentation from the client .  
b. Staff discusses medical care as soon an HIV positive result is obtained, whether by a rapid test or standard test from venipuncture blood. Staff maintains a list of agencies that provide HIV medical care and other services for clients with HIV. Staff encourages the client to choose a service agency at the results-giving session and to call for an appointment during the session; staff obtains the client’s authorization to contact the agency that the client has chosen and to share HIV results with the agency. Currently, the Program Supervisor follows all clients testing positive for HIV. The supervisor maintains regular contact with each client to ensure linkage and to identify and solve any barriers to linkage to care, utilizing the client’s strengths in overcoming obstacles. Ensuring linkage includes finding out when the

client's appointments are and sending reminders as well as asking how the appointments went. Referrals for other issues are made as appropriate. The Program will follow the DSHS standard to maintain communication with the client for a minimum of 90 days or until the first HIV medical appointment is confirmed. The Supervisor has been successful with using texts as well as calling to keep connected with clients; in addition, permission to contact through Facebook and Snapchat are obtained so that various means of keeping in touch are available. Contacts with clients are documented and become part of the medical record. Clients are offered a tangible reinforcement upon proof of successful linkage into care.

c. The Program does not propose to use an enhanced linkage intervention as staff has been very successful in linking clients to medical care. Should the need arise, however, The Program would use the ARTAS intervention and send staff for training.

d. Linkage to care is confirmed by obtaining information about appointments attended from the client and whenever possible verified by the service agency or the health department. To receive a tangible reinforcement, the client must show their viral load and/or CD4 lab results. This is the responsibility of the Program Supervisor.

3. Staff contacts the DSHS Region 6 Health Department whenever a client testing positive is identified whether by a rapid test or a blood test. This accomplishes two things: the health department is notified of the positive and they tell staff if the client has tested positive in the past or if this is a new diagnosis. The contact must be properly documented in the chart. This is also an element for review by the Supervisor. Staff completes the Texas DSHS Confidential Report of STDs and submits it to DSHS Region 6.
4. Fort Bend County has a current Partner Services Agreement with DSHS Region 6. The basic elements follow:
  - The Program will report all diseases reportable by Texas law, including HIV.
  - DSHS will inform The Program if an HIV or syphilis infection is a new diagnosis.
  - The Program will inform clients of their results and that DSHS staff will contact them.
  - If the client does not show up for a scheduled results session, The Program will notify DSHS within three days of the missed appointment.
  - DSHS is responsible for notifying partners of the client testing positive.
  - The Program will complete the DSHS surveillance report or call DSHS with the relevant information.
  - The Program and DSHS will collaborate to link clients to medical care.
  - DSHS is responsible for notification and treatment of STIs.
  - Both parties will designate a point of contact, keep all health information secure, and keep communication open.

#### For the Core HIV Prevention Program as a whole

1. The Program Supervisor is responsible for seeing that the workplan is carried out and that the policies and procedures needed to implement the workplan are developed, implemented and maintained. The Director of Clinical Health Services, which includes The Program, oversees the Program Supervisor to ensure these duties are fulfilled. The Program Supervisor will institute a Community Advisory Board to include at least two community leaders and two community members to discuss issues at least twice yearly, but more often as needed, to assist with programmatic decision making. Discussions will be at dates and times convenient

for the CAB and may be done in various ways depending on the situation. Meetings may be in person or by video conferencing or if quick input on a single issue is needed by email or phone. Documentation of the meetings and what was discussed will be maintained.

2. The Program proposes to have four (4) FTEs for Core Prevention Activities and for a PrEP/nPEP program, with staff trained to perform the duties in both areas. With this cross-training staff can fill in when other staff is absent or a position is temporarily vacant. At this time, there is no plan to have volunteers. Qualifications and skills include:
  - High School Diploma/GED. Knowledge of HIV and medical terminology.
  - 2 years of experience with HIV education and outreach activities preferred for HIV Prevention Specialists, 3 years for the HIV Prevention Supervisor.
  - Good computer and typing skill; knowledge of computer applications. Skilled in data entry; good verbal and written communication; strong interpersonal skills; ability to interact and deal effectively with the public and all levels of employees. Organizational skills; ability to complete assigned tasks within tight deadline and to prioritize own work. Ability to interpret policies and to implement procedures.
  - Uses independent judgment within established guidelines; needs assistance only for unusual, non-routine situations.
  - Additionally, staff is expected to use professional courtesy, discretion and sound judgment when engaging in any contact with co-workers, customers, vendors, visitors and/or other Fort Bend County employees. Employees must have the ability to maintain confidentiality of business knowledge and employee information, maintain professional relations while engaging in job related tasks, cooperate with others to resolve conflict and achieve goals, maintain a pleasant attitude while leaving personal business or issues/problems outside of the work place.

To reduce staff turnover The Program will carefully select candidates who understand the job and what it requires, are comfortable working with the priority populations, and who are not squeamish about blood and testing procedures. When allowed and finances permit, staff is encouraged to develop professionally. Staff will attend relevant conferences and workshops. Fort Bend County offers generous benefits which serves as an inducement to stay with the county. Job vacancies will be filled as quickly as possible.

3. Grant expenditures are processed by the Purchasing Department of the County; thus, purchases are tracked by a department outside The Program. Financial oversight is provided by the County Auditing Office, which ensures that the grant expenditures follow the applicable rules and regulations. Each grant is assigned a Grant Coordinator who is responsible for the oversight of that grant. The Auditing Office is responsible for invoicing DSHS and filing required reports. Administrative responsibilities such as programmatic reporting fall to The Program Supervisor. The Clinical Health Director is responsible for the overall fulfillment of the grant requirements.
4. The Program currently uses a form designed to capture all the needed client information and the staff/client interaction during a test session and staff carries other needed forms with them for clients to sign, such as the Consent Form. Notes are kept on all contacts and interactions related to linkage to care and referrals including those to PrEP/nPEP and are filed with the client's chart. All are kept in a paper chart for data entry into the CDC data system, Evaluation Web. Evaluation Web data is available to DSHS staff and so does not require submission. A condom log is maintained of distribution activities, data entered in the DSHS Access database and submitted monthly to DSHS. Each staff is responsible for entering their

client interactions into Evaluation Web and into the DSHS Condom database; the Supervisor is responsible for submitting the condom database to DSHS. Staff will develop a log to capture community engagement activities. Fort Bend County is transitioning to electronic medical records (EMR) and soon staff will enter client testing and linkage data directly into the EMR using a laptop or tablet in the field. All securities measures will first be in place. Information will be entered into Evaluation Web from the EMR at that point.

5. When hiring staff, The Program will consider how staff reflect and are competent in interacting with the priority populations. Currently, staff reflects Hispanic MSM and Black heterosexuals and as members of those populations are naturally culturally affirming. When needed, The Program will train staff in cultural diversity. The delivery and contents of education and messaging will be age and culturally appropriate. Thus, for the younger individuals The Program wishes to reach, social media will play a big role. For older individuals, other methods may yield better results. Through client input and assessments, needs expressed will be considered and services altered to better serve the community.
6. Community engagement and program performance data indicate whether The Program is on track to meeting its goals. If data shows that The Program is engaging and testing many people outside the priority populations or not testing sufficient numbers of individuals in the targeted community, that informs The Program to shift gears and find another way or another site to engage our populations. Progress toward program performance measures will be reviewed at least monthly to ensure The Program is headed in the right direction. This will be the Supervisor's responsibility. Monthly staff meetings will be held to discuss progress and adjustments needed.
7. The Program Supervisor will observe staff and audit client charts according to the DSHS Program Operating Procedures and Standards, sections 1.9.1 and 1.9.2 to gather information on staff skills and the quality of their interactions with clients. Information is gathered during monthly staff meetings as well and issued addressed. Assessing the number of staff engagements, tests, condoms distributed, PrEP educations and referrals may also yield information regarding staff performance. The Program sends staff to relevant conferences and trainings to learn ways to improve the quality of services and to update staff knowledge and skills.
8. The Program cannot succeed without other organizations to assist in all aspects of the program. Collaboration is particularly crucial in providing medical services for HIV and related social services as PrEP, case management, substance abuse treatment, mental health and behavioral health services, housing and other like services. The Program maintains working relationships with several agencies that serve clients with HIV or at risk of HIV and has Memoranda of Understanding with them: Access Health, Legacy Community Health, St. Hope Foundation and Avenue 360. Additionally, The Program works closely with DSHS Region 6 for following clients with HIV and syphilis as well as for partner services. Referrals to these agencies have been very effective in The Program's existence as evidenced in part by our success rate in linking clients to HIV medical care. The Program does work with other agencies as needed for engagement, testing, and condom distribution. Letters and MOUs are attached.
9. As The Program has been conducting Core Prevention Activities, staff will continue these activities from the start of the year.

<b>Task to be accomplished in 2020</b>	<b>Start Date</b>	<b>End Date</b>
Client Services: Testing, condom distribution, linkage begin	January 2	ongoing
Policy and procedure review and updates including Standing Delegation Order (SDO)	January	April 1
Hire and train one new staff	January	April 1
Select and convene members of Community Advisory Board	January	April 1
Evaluate progress to goals; implement changes	April 1	May 1
Community Assessment completed	April 1	July 1
Testing Together Training	When course is available	
Evaluate progress to goals; implement changes	July 1	August 1
Evaluate progress to goals; implement changes	October 1	November 1

10.

<b>Year</b>	<b>Major accomplishments</b>
2020	Establish Community Advisory Board (CAB). Hire and train one new staff. Conduct community assessment. Evaluate progress and implement changes. Reach testing, linkage and condom distribution goals.
2021	Maintain CAB. Review Policies, Procedures, SDO. Evaluate progress and implement changes. Reach testing, linkage and condom distribution goals.
2022	Maintain CAB. Review Policies, Procedures, SDO. Evaluate progress and implement changes. Reach testing, linkage and condom distribution goals.
2023	Maintain CAB. Review Policies, Procedures, SDO. Conduct community assessment. Evaluate progress and implement changes. Reach testing, linkage and condom distribution goals.
2024	Maintain CAB. Review Policies, Procedures, SDO. Evaluate progress and implement changes. Reach testing, linkage and condom distribution goals.

## FORM H: WORK PLAN

### **PrEP and nPEP**

*NOTE: The Fort Bend County HIV Prevention Outreach Program is referred to simply as The Program*

#### Community education and awareness activities and client recruitment

1. The Program will utilize the assessment already in place for testing. The assessment includes PrEP questions—if the client has ever heard of PrEP, if they are currently taking, or have taken PrEP in the last 12 months. This data is entered into Evaluation Web from which a report will be obtained. Additional questions regarding barriers to taking PrEP will be added to the Local use Fields and evaluated. Evaluation will be completed within the 90-day pre-implementation period, so that the findings may be incorporated with PrEP/nPEP implementation. While The Program has not done a formal assessment, staff report that current clients express the most concerns about paying for PrEP and the need for insurance.
2. The Program has found in its testing scope that the best way to reach MSM is through social media, particularly the apps MSM use to find sexual partners. Staff has been successful in the HIV testing program with Grindr, Jack'd, Tindr, Craig's List, Bear 411, Grrrr, Buddy, Growlr, Grizzly, Scruff, Ghunt, Surge and Adam4Adam. The Program includes PrEP information during the testing session. It is also helpful to have staff that are themselves members of the community or someone who has great rapport with the MSM community. Staff will tailor their education messages to convey the risks that MSM face with the burden of disease in their community and the promise of PrEP/nPEP to end the HIV epidemic. The advantage of this method is the one-on-one discussion staff has with clients, addressing their risks, specific level of awareness and barriers they may have to using PrEP/nPEP and in answering their questions and concerns. Social apps will be used to engage Black Heterosexual women as well, particularly around apartment complexes in high-risk areas and Texas Southern University in Houston, a Historical Black College. Educational messages to Black Heterosexual Women will emphasize the disproportionate impact on them as compared to Hispanic and White women and the effectiveness of PrEP/nPEP for preventing acquisition of HIV. Recruitment for both populations is also done through social networking, the HIV testing program at venues and events, using materials included in condom packets and with condom distribution, and information included on the Fort Bend County website.

In addition, The Program will utilize community leaders from the Fort Bend LGBTQ Community Group, the Latino Task Force and mPact for guidance and recruitment of MSM, particularly in Fort Bend County and will seek guidance from the African-American State of Emergency Task Force for education and recruitment of high-risk Black Heterosexual Women.

The Program supervisor will collect the PrEP/nPEP messages posted on the social media platforms, as well as the responses to determine which messages lead to client interest and uptake of PrEP.

3. The Program currently refers clients to PrEP/nPEP programs at other community health agencies (Access Health, Legacy, Avenue 360, St. Hope Foundation) and staff will continue

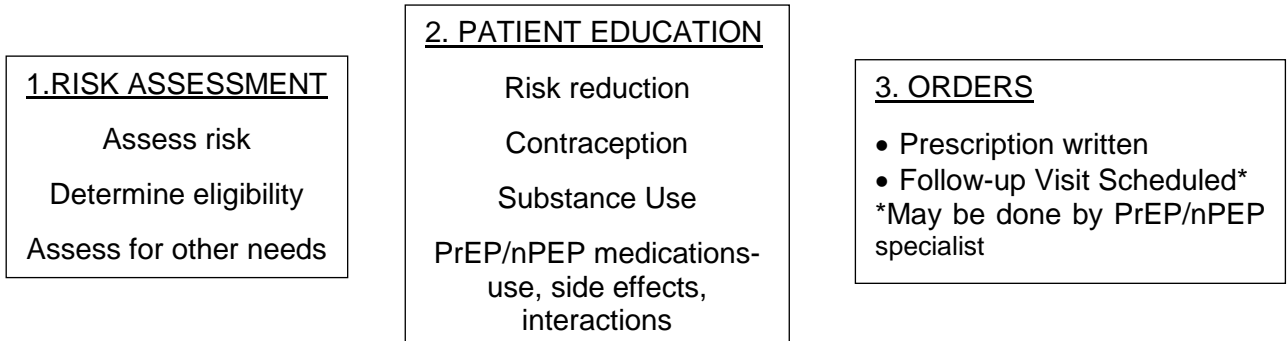
to collaborate with them to offer options to our clients. The goal is to enroll as many eligible clients no matter where they access services to reduce and end HIV in the community. The Program will collaborate with the Fort Bend LGBTQ Community Group and various task forces in the City of Houston including mPACT, the Latino Task Force and the African-American State of Emergency Task Force to promote PrEP/nPEP. Staff will work with the Fort Bend County Clinics in Rosenberg and Missouri City and will seek relationships with private providers in Fort Bend County.

Promoting adoption of PrEP and nPEP by clinical service providers

4. After identifying providers who don't currently provide PrEP/nPEP through an assessment, The Program will send a letter describing the outreach and education project, along with materials explaining the benefits of offering PrEP/nPEP, an outline describing the basics of incorporating these services into a practice, and who to contact for additional information. This will be followed by a phone call and then a visit. The Program will consult with FBC clinicians for advice on how to approach providers and will collaborate with the area Gilead representative.
5. Staff will compile a list of medical community providers starting in Fort Bend County, beginning with the larger cities and first call to determine if the group has PrEP/nPEP services. Staff will also contact the Gilead representative in our area to see if they will assist in identifying providers who prescribe PrEP/nPEP. For the ones that don't provide PrEP/nPEP, staff will conduct a brief survey to determine what barriers the provider has to incorporating these services in their practice. Answers will be documented and tabulated. Visits will be scheduled and conducted as needed if phone calls are inadequate. As described in #4, education packets will be mailed, with follow-up calls and visits.
6. The Program supervisor will contact the other providers to which The Program currently refers clients for PrEP/nPEP services and discuss coordination of outreach and education to clinical providers. The Program will reach out as well to contact other PrEP/nPEP providers in our area.

PrEP/nPEP clinical and client support services

7. The Program is not currently delivering PrEP/nPEP services and will develop complete protocols and procedures. The proposed flow for clients follows:
  - Client is screened and recruited during outreach, given basic information about PrEP or nPEP, and what documents they need for enrollment in payment assistance programs.
  - **Initial visit** is conducted by the Nurse Practitioner to include:



**4. TESTING- Labs drawn\***

HIV ag/ab (and rapid test done), Hepatitis B surface ag, Serum Creatinine, Hepatitis C, STI screening; if indicated pregnancy and other chemistries

**5. Client sent to pharmacy**

Assistance paperwork completed; prescription filled

The Pharmacy will assist client with enrolling in payment assistance programs, whether for co-pays if the client is insured or for medication payment if the client is not insured. In the event, the pharmacy does not assist, The Program staff will assist clients in enrollment in these programs.

- **Follow-up visits** every three months for PrEP; 2-weeks for nPEP; may be conducted by a PrEP Specialist from The Program or, if indicated by the nurse practitioner; the final visit for nPEP and at 12 months for PrEP will be done by the Nurse Practitioner:
  1. Assess for adherence
  2. Assess for side effects
  3. Assess for pharmacy issues
  4. Do follow-up labs for PrEP
  5. Issue prescription for PrEP and schedule next appointment
  6. Discuss transition to PrEP for nPEP clients
  
- 8. Clinical PrEP and nPEP will be provided in accordance with the CDC HIV PrEP guidelines, updated in 2017 and CDC HIV nPEP Guidelines 2016:
  - a. The initial intake and eligibility process will be conducted by the Nurse Practitioner:  
For PrEP, MSM will be assessed for their risk using the following questions:  
In the last six months:
    - How many men have you had sex with?
    - How many times did you have receptive anal sex (you were the bottom) with a man who was not wearing a condom?
    - How many of your partners were HIV positive?
    - With these HIV-positive male partners, how many times did you have insertive anal sex (you were the top) without you wearing a condom?
    - Have you used methamphetamines (crystal or speed)?

**PrEP for Black Heterosexual Women**

In the last six months:

- How many men have you had sex with?
- How many times did you have vaginal or anal sex when neither you or your partner were using a condom?
- How many of your partners were HIV positive?
- With these HIV-positive partners, how many times did you have vaginal or anal sex without a condom?

Add for nPEP

- When did the exposure occur?

In addition, the clinician may consider diagnoses of bacterial infection and alcohol and drug use that affect sexual behavior. Alcohol and drug use may also be a consideration for liver and renal health and medication adherence before a decision to prescribe PrEP/ nPEP medications.

Recommended Indications for PrEP use (Eligibility) is determined as follows:

For MSM:

- Adult man
- Without acute or established HIV infection
- Any male partners in past 6 months
- Not in a monogamous partnership with a recently tested HIV-negative man  
AND at least one of the following
- Any anal sex without condoms (receptive or insertive) in past 6 months
- A bacterial STI (syphilis, gonorrhea, or Chlamydia) diagnosed or reported in past 6 months
- Is in an ongoing sexual relationship with an HIV-positive partner

For Black Heterosexual Women:

- Adult
- Without acute or established HIV infection
- Any male partners in past 6 months
- Not in a monogamous partnership with a recently tested HIV-negative man  
AND at least one of the following
- Is a man who has sex with both women and men
- Infrequently uses condoms during sex with 1 or more partners of unknown HIV status who are known to be at substantial risk of HIV infection (PWID or bisexual male partner)
- Is in an ongoing sexual relationship with an HIV-positive partner
- A bacterial STI (syphilis, gonorrhea in women or men) diagnosed or reported in past 6 months

For nPEP

- Exposure within the last 72 hours
- The source is known to be HIV positive and the exposure presents a substantial risk for transmission

- Case-by-case evaluation when source status is unknown and exposure presents a substantial risk for transmission
- b. Assessing risk for HIV is part of the intake described in a. above. HIV status will be determined by administering a rapid test during the session, followed by an HIV antibody-antigen test sent to the lab which follows the approved algorithm to detect acute HIV infection.
  - c. During the initial visit and at follow-up if indicated, staff will educate clients all about PrEP or nPEP and their options using the CDC HIV PrEP or nPEP guidelines and Clinical Provider PrEP supplement as primary sources. Education will include the options clients have for prevention in addition to PrEP, the pros and cons of taking PrEP/nPEP, side effects of the medication, tests required, follow-up required, long-term safety, how long before it is effective, risk reduction particularly to prevent acquisition of other STIs, contraception and any other questions clients might have. Clients will be offered materials on PrEP/nPEP.
9. Initial and follow-up laboratory testing will be through the laboratory contracted with Fort Bend County, currently Clinical Pathology Laboratories. Funds for the tests will be requested in this RFA. Initial required labs are HIV ag/ab, Hepatitis B surface antigen, serum creatinine, Hepatitis C, and screening for bacterial STIs—syphilis, gonorrhea for men and women and Chlamydia for men. Pregnancy and other chemistries may be indicated. Staff will collect appropriate specimens and send to the laboratory for analysis. Follow-up labs for PrEP at 3 months are HIV and STI testing, at 6 months HIV, creatinine clearance and STIs. Rapid HIV testing will be done every 3 months as well to give immediate results. Optional tests ordered by the Nurse Practitioner will be submitted to the FBC contracted laboratory or the laboratory associated with the client’s insurance. The Nurse Practitioner will prescribe medications following treatment guidelines as quoted here from the 2017 CDC HIV PrEP Guidelines, p45:

The medication proven safe and effective, and currently approved by FDA for PrEP in healthy adults at risk of acquiring HIV infection, is the fixed-dose combination of TDF and FTC in a single daily dose (see Table 10). Therefore, TDF/FTC is the recommended medication that should be prescribed for PrEP for MSM, heterosexually active men and women, and PWID who meet recommended criteria. Because TDF alone has been proven effective in trials with PWID and heterosexually active men and women, it can be considered as an alternative regimen for these specific populations. As PrEP for MSM, TDF alone is not recommended because no trials have been done, so the efficacy of TDF alone for MSM is unknown.

For nPEP, the Nurse Practitioner will follow guidelines according to CDC HIV nPEP Guidelines. The basic regimen is Truvada and Tivicay.

10. The Program intends to contract with a pharmacy that will work with clients to bill insurance and in applying for prescription assistance for both insured and uninsured clients. Staff will be trained so that they can educate clients about what assistance is available and what the eligibility requirements are, and if needed, will be able to assist with completing

applications. For insured clients, Gilead provides a co-pay card worth \$4800 for both PrEP and nPEP to go toward deductible, co-insurance and co-pay costs. Clients on nPEP can apply for ViiV co-pay card to pay for Tivicay, the third nPEP medication. Patient Advocate Foundation serves clients with deductible, co-insurance and co-pay costs higher than \$4800. Uninsured clients apply for the Prescription Assistance Program from Gilead and nPEP clients also need the Viiv co-pay card.

11. Medical adherence is improved when anticipated barriers are addressed with clients before the problems occur. This includes discussing with clients the possible side effects of the medications and how to manage them; guiding clients to adopt a schedule for taking the medications that fits into their work and social life routines; addressing financial, substance use or mental health issues that may interfere with adherence; assessing their social support; and providing reminders. The CDC HIV PrEP guidance lists these key components:

**Establish trust and bidirectional communication Provide simple explanations and education**

- Medication dosage and schedule
- Management of common side effects
- Relationship of adherence to the efficacy of PrEP
- Signs and symptoms of acute HIV infection and recommended actions

**Support adherence**

- Tailor daily dose to patient's daily routine
- Identify reminders and devices to minimize forgetting doses
- Identify and address barriers to adherence

**Monitor medication adherence in a non-judgmental manner**

- Normalize occasional missed doses, while ensuring patient understands importance of daily dosing for optimal protection
- Reinforce success
- Identify factors interfering with adherence and plan with patient to address them
- Assess side effects and plan how to manage them

The Program will utilize the key components listed, and clients will be encouraged to contact a PrEP Specialist between appointments to discuss any issues that arise. Staff will remind clients of appointments by phone or text, and contact clients who miss appointments the same day or the next to ascertain what happened and to schedule another appointment. A policy and procedure will be written for this process.

12. Client needs for HIV Prevention, medical services and social services will be assessed during appointments through discussion with staff. The Program maintains Memoranda of Understanding with major community providers in the area: Access Health, Legacy Community Health, Avenue 360 and St. Hope Foundation. These agencies provide the services most likely needed by the priority populations.

For the PrEP/nPEP Program as a whole:

13. The Program Supervisor is responsible for seeing that the workplan is carried out and that the policies and procedures needed to implement the workplan are developed,

implemented and maintained. The Director of Clinical Health Services, which includes The Program, oversees the Program Supervisor to ensure these duties are fulfilled.

14. The Program Supervisor will institute a Community Advisory Board to include at a minimum two community leaders and two community members to discuss issues at least twice yearly, but more often as needed, to assist with programmatic decision making. Discussions will be at dates and times convenient for the CAB and may be done in various ways depending on the situation. Meetings may be in person or by video conferencing or if quick input on a single issue is needed by email or phone. Documentation of the meetings and what was discussed will be maintained. Client input will be noted in writing at appointments when issues are routinely addressed and clients are asked for improvement suggestions. Satisfaction surveys will be made available to clients during appointments. Completed surveys will be reviewed by the PrEP Specialist and issues brought to the Program Supervisor for discussion and to implement any changes. Repeated issues or particularly difficult ones brought up by clients may be discussed with the CAB.
15. Grant expenditures are processed by the Purchasing Department of the County; thus, purchases are tracked by a department outside The Program. Financial oversight is provided by the County Auditing Office, which ensures that the grant expenditures follow the applicable rules and regulations. Each grant is assigned a Grant Coordinator who is responsible for the oversight of that grant. The Auditing Office is responsible for invoicing DSHS and filing required reports. Administrative responsibilities such as programmatic reporting fall to The Program Supervisor. The Clinical Health Director is responsible for the overall fulfillment of the grant requirements.
16. The Program proposes to have a Nurse Practitioner 0.67 FTE, for the PrEP/nPEP program and four (4) FTEs combined for Core Prevention Activities and the PrEP/nPEP program; staff will be trained to perform the duties in both areas. With this cross-training, staff can fill in when other staff is absent or a position is temporarily vacant. At this time, there is no plan to have volunteers. Qualifications and skills include for the Core Prevention/PrEP Specialists:
  - High School Diploma/GED. Knowledge of HIV and medical terminology.
  - 2 years of experience with HIV education and outreach activities preferred for HIV Prevention Specialists, 3 years for the HIV Prevention Supervisor.
  - Good computer and typing skill; knowledge of computer applications. Skilled in data entry; good verbal and written communication; strong interpersonal skills; ability to interact and deal effectively with the public and all levels of employees. Organizational skills; ability to complete assigned tasks within tight deadline and to prioritize own work. Ability to interpret policies and to implement procedures.
  - Uses independent judgment within established guidelines; needs assistance only for unusual, non-routine situations.
  - Additionally, staff is expected to use professional courtesy, discretion and sound judgment when engaging in any contact with co-workers, customers, vendors, visitors and/or other Fort Bend County employees. Employees must have the ability to maintain confidentiality of business knowledge and employee information, maintain professional relations while engaging in job related tasks, cooperate with others to

resolve conflict and achieve goals, maintain a pleasant attitude while leaving personal business or issues/problems outside of the work place.

Qualifications for the Nurse Practitioner:

- Graduation from approved Family Nurse Practitioner (FNP) training program
- Must have a current license for FNP in Texas
- Preferably, at least one year of experience working in community health

17. The Program Supervisor will observe and document staff performing PrEP/nPEP activities and audit client charts to gather information on staff skills and the quality of their interactions with clients. Information will be gathered from satisfactions surveys as well. The Program sends staff to relevant conferences and trainings to learn ways to improve the quality of services and to update staff knowledge and skills. Director of Clinical Health Services will supervise the FNP and ensure their duties are performed in a competent manner.
18. According to the RFA required data elements and formats are under development to be released by summer 2019 and that The Program must submit data using DSHS designated systems. The Program will incorporate the data elements and formats into the FBC electronic medical records system that should be well into place by the beginning of the contract term. A backup paper document will be developed or adapted from DSHS formats for data collection and later entry into appropriate medical records for PrEP and nPEP clients. The data will be analyzed at least semi-annually to coincide with presentation to the CAB and used in conjunction with client and community input to improve the PrEP/nPEP program.
19. When hiring new staff, The Program will consider how staff reflect and are competent in interacting with the priority populations. Currently, staff reflects Hispanic MSM and Black heterosexuals and as members of those populations are naturally culturally affirming. When needed, The Program will train staff in cultural diversity. The delivery and contents of education and messaging will be age and culturally appropriate. Thus, for the younger individuals The Program wishes to reach, social media will play a big role. For older individuals, other methods may yield better results. Through client input and assessments, as well as the results achieved from current approaches, needs expressed will be considered and services altered to better serve the community.
20. The Program will fully integrate PrEP and nPEP services with its own Core HIV Prevention activities. Providing PrEP/nPEP is a natural continuum of services from HIV/STI testing, PrEP education and condom delivery. During testing clients will be informed about PrEP/nPEP, screened and referred as appropriate. Should either initial or follow-up testing reveal clients with HIV, other STIs or HCV, they will be referred to FBC's partners who provide these services. MOUs are attached.
- 21.

<b>Task to be accomplished in 2020</b>	<b>Start Date</b>	<b>End Date</b>
Hire Nurse Practitioner	January 2	March 1
Contract with pharmacy	January 2	March 1
Develop Policies and procedures not already in place; update SDO to include PrEP/nPEP	January	April 1
Train staff to deliver PrEP/nPEP education, etc.	January	April 1
Select and convene members of Community Advisory Board	January	April 1
Begin PrEP/nPEP services	April 1	ongoing
PrEP Assessment data evaluated	June 1	July 1
Contact other providers to coordinate outreach and education to clinical providers	June 1	June 30
Assess medical community for PrEP availability	June 30	September 30
Outreach and education to clinical providers	October 1	December 31
Evaluate progress to goals; implement changes	July 1	August 1
Evaluate progress to goals; implement changes	October 1	November 1

22.

<b>Year</b>	<b>Major accomplishments</b>
2020	Delivery of PrEP/nPEP within 90 days: hire Nurse Practitioner; contract with pharmacy; policies and procedures in place; staff trained. Services promoted in the community and to clinical providers; CAB established; required assessments done.
2021	Maintain CAB. Review Policies, Procedures, SDO. Evaluate progress and implement changes. Reach program goals. Conduct assessments as needed. Maintain collaborations and partnerships.
2022	Maintain CAB. Review Policies, Procedures, SDO. Evaluate progress and implement changes. Reach program goals. Conduct assessments as needed. Maintain collaborations and partnerships.
2023	Maintain CAB. Review Policies, Procedures, SDO. Evaluate progress and implement changes. Reach program goals. Conduct assessments as needed. Maintain collaborations and partnerships.
2024	Maintain CAB. Review Policies, Procedures, SDO. Evaluate progress and implement changes. Reach program goals. Conduct assessments as needed. Maintain collaborations and partnerships.



## **General Instructions for Completing Budget Forms DSHS Costs Only Budgeted on Detail Category Pages**

*(Examples and instructions for completing the Budget Category Detail Templates are in a separate Excel file located under Templates for Cost Reimbursement Budgets located at :*

<http://www.dshs.state.tx.us/grants/forms.shtm>

- \* Enter the legal name of your organization in the space provided for "Legal Name of Respondent" on Form I -Budget Summary; doing so will populate the budget category detail templates with your organizations name.
- \* Complete each budget category detail template. Instructions for completing each budget category detail template are in a separate document. If a primary budget category detail template does not accommodate all items in your budget, use the respective supplemental budget template at the end of this workbook. The total of each supplemental category detail budget template will automatically populate to the last line of the respective primary budget category template.
- \* After you have completed each budget category detail form, go to Form I-Budget Summary and input other sources of funding manually (if any) in Columns 3 - 6 for each budget category.
- \* Refer to the table below the budget template table to verify that the amounts distributed ("Distribution Total") in each budget category equals the "Budget Total" for each respective category. Next, verify that the overall total of all distributions ("Distribution Totals") equals the Budget Total.
- \* Enter the total amount of "Program Income" anticipated for this program in row "K" under the "Total Budget" column (1). The total program income budgeted will be automatically allocated to each funding source based on the percentage of funding of the total budget. Information on program income is available in the DSHS Contractors Financial Procedures Manual located at the following web site:  
<http://www.dshs.state.tx.us/contracts/>

**FORM I: BUDGET SUMMARY (REQUIRED)**

**Legal Name of Respondent:** **Fort Bend County**

Budget Categories	Total Budget (1)	DSHS Funds Requested (2)	Direct Federal Funds (3)	Other State Agency Funds* (4)	Local Funding Sources (5)	Other Funds (6)
A. Personnel	\$199,883	\$199,883	\$0	\$0	\$0	\$0
B. Fringe Benefits	\$87,909	\$87,909	\$0	\$0	\$0	\$0
C. Travel	\$29,000	\$29,000	\$0	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$44,600	\$44,600	\$0	\$0	\$0	\$0
F. Contractual	\$0	\$0	\$0	\$0	\$0	\$0
G. Other	\$14,159	\$14,159	\$0	\$0	\$0	\$0
H. Total Direct Costs	\$375,551	\$375,551	\$0	\$0	\$0	\$0
I. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0
J. Total (Sum of H and I)	\$375,551	\$375,551	\$0	\$0	\$0	\$0
K. Program Income - Projected Earnings	\$0	\$0				

**NOTE: The "Total Budget" amount for each Budget Category will have to be allocated (entered) manually among the funding sources. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).**

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
<b>Check Totals For:</b>	<b>Personnel</b>	<b>\$199,883</b>	<b>\$199,883</b>	<b>Fringe Benefits</b>	<b>\$87,909</b>	<b>\$87,909</b>
	<b>Travel</b>	<b>\$29,000</b>	<b>\$29,000</b>	<b>Equipment</b>	<b>\$0</b>	<b>\$0</b>
	<b>Supplies</b>	<b>\$44,600</b>	<b>\$44,600</b>	<b>Contractual</b>	<b>\$0</b>	<b>\$0</b>
	<b>Other</b>	<b>\$14,159</b>	<b>\$14,159</b>	<b>Indirect Costs</b>	<b>\$0</b>	<b>\$0</b>

<b>TOTAL FOR:</b>	<b>Distribution Totals</b>	<b>\$375,551</b>	<b>Budget Total</b>	<b>\$375,551</b>
-------------------	----------------------------	------------------	---------------------	------------------

\*Letter(s) of good standing that validate the respondent's programmatic, administrative, and financial capability must be placed after this form if respondent receives any funding from state agencies other than DSHS related to this project. If the respondent is a state agency or institution of higher education, letter(s) of good standing are not required. DO NOT include funding from other state agencies in column 4 or Federal sources in column 3 that is not related to activities being funded by this DSHS project.

FORM I-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

**Fort Bend County**

PERSONNEL	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Functional Title + Code E = Existing or P = Proposed							
Risk Reduction Supervisor	N	Manage and conduct HIV Prevention activities and testing to ensure HIV Prevention services are provided to persons at greatest risk of acquiring and/or transmitting HIV infection.	1	N/A	\$4,780.19	12	\$57,362
Risk Reduction Specialist	N	Conduct HIV Prevention activities and testing to ensure HIV Prevention services are provided to persons at greatest risk of acquiring and/or transmitting HIV infection and are conducted in a manner and at a rate to meet target populations and goals. Distribute condoms according to the Condom Distribution goals. One RRS will coordinate condom distribution activities.	1	N/A	\$4,721.91	12	\$56,663
Risk Reduction Specialist	N	Conduct HIV Prevention activities and testing to ensure HIV Prevention services are provided to persons at greatest risk of acquiring and/or transmitting HIV infection and are conducted in a manner and at a rate to meet target populations and goals. Distribute condoms according to the Condom Distribution goals. One RRS will coordinate condom distribution activities.	1	N/A	\$3,577.42	12	\$42,929

Risk Reduction Specialist	Y	Conduct HIV Prevention activities and testing to ensure HIV Prevention services are provided to persons at greatest risk of acquiring and/or transmitting HIV infection and are conducted in a manner and at a rate to meet target populations and goals. Distribute condoms according to the Condom Distribution goals. One RRS will coordinate condom distribution activities.	1	N/A	\$3,577.42	12	\$42,929
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
<b>TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS</b>							\$0

SalaryWage Total	\$199,883
------------------	-----------

**FRINGE BENEFITS**

**Itemize the elements of fringe benefits in the space below:**

Payroll Taxes 7.65 - Retirement 12.12% - Worker Comp 1%, Property and Casualty 2.8%, Insurance 10,200

Fringe Benefit Rate %	43.98%
-----------------------	--------

Fringe Benefits Total	\$87,909
-----------------------	----------

FORM I-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent:

Fort Bend County

Conference / Workshop Travel Costs																	
Description of Conference/Workshop	Justification	Location City/State	Number of:		Travel Costs												
			Days	Employees													
					<table border="1"> <tr><td>Mileage</td><td></td></tr> <tr><td>Airfare</td><td></td></tr> <tr><td>Meals</td><td></td></tr> <tr><td>Lodging</td><td></td></tr> <tr><td>Other Costs</td><td></td></tr> <tr><td><b>Total</b></td><td>\$0</td></tr> </table>	Mileage		Airfare		Meals		Lodging		Other Costs		<b>Total</b>	\$0
Mileage																	
Airfare																	
Meals																	
Lodging																	
Other Costs																	
<b>Total</b>	\$0																
					<table border="1"> <tr><td>Mileage</td><td></td></tr> <tr><td>Airfare</td><td></td></tr> <tr><td>Meals</td><td></td></tr> <tr><td>Lodging</td><td></td></tr> <tr><td>Other Costs</td><td></td></tr> <tr><td><b>Total</b></td><td>\$0</td></tr> </table>	Mileage		Airfare		Meals		Lodging		Other Costs		<b>Total</b>	\$0
Mileage																	
Airfare																	
Meals																	
Lodging																	
Other Costs																	
<b>Total</b>	\$0																
					<table border="1"> <tr><td>Mileage</td><td></td></tr> <tr><td>Airfare</td><td></td></tr> <tr><td>Meals</td><td></td></tr> <tr><td>Lodging</td><td></td></tr> <tr><td>Other Costs</td><td></td></tr> <tr><td><b>Total</b></td><td>\$0</td></tr> </table>	Mileage		Airfare		Meals		Lodging		Other Costs		<b>Total</b>	\$0
Mileage																	
Airfare																	
Meals																	
Lodging																	
Other Costs																	
<b>Total</b>	\$0																
					<table border="1"> <tr><td>Mileage</td><td></td></tr> <tr><td>Airfare</td><td></td></tr> <tr><td>Meals</td><td></td></tr> <tr><td>Lodging</td><td></td></tr> <tr><td>Other Costs</td><td></td></tr> <tr><td><b>Total</b></td><td>\$0</td></tr> </table>	Mileage		Airfare		Meals		Lodging		Other Costs		<b>Total</b>	\$0
Mileage																	
Airfare																	
Meals																	
Lodging																	
Other Costs																	
<b>Total</b>	\$0																
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					\$0												

**Total for Conference / Workshop Travel**

**Other / Local Travel Costs**

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
Travel to targeted populations and high risk areas	50000	\$0.580	\$29,000		\$29,000
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

**Total for Other / Local Travel**

Other / Local Travel Costs:

Conference / Workshop Travel Costs:

**Total Travel Costs:**

Indicate Policy Used:

Respondent's Travel Policy

State of Texas Travel Policy



## FORM I-4: SUPPLIES Budget Category Detail Form

**Legal Name of Respondent:**

**Fort Bend County**

Itemize and describe each supply item and provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) See attached example for definition of supplies and detailed instructions to complete this form.

Description of Item <small>[If applicable, provide estimated quantity and cost (i.e. # of boxes &amp; cost/box)]</small>	Purpose & Justification	Total Cost
3- MicrosoftSurface Pro 4 Tablet - 12.3 - 8GM-Intel Core i5-Core i5-6300U Dual Core, 2.40 GHz-265 GB SSD-Windows 10 Pro - 2736 X1834-Pixel Sense Silver	Use Electronic Database for tracking of outreach activities in the field	\$3,500
OptiPlex 3050 Small Form Factor, Intel Core i5-7500, Ubuntu Linux 16.04C, 8GB 1x8GB 2400MHz, DDR4 Memory, 256GB, 2.5inch SATA Class 20 Solid State Drive, DVD/RW Bezel, Tray load DVD Drive, VGA Video Port, Dell KB216 Wired Multi-Media Keyboard, Dell MS116 Wired Mouse, Advanced Exchange Service 3 years	Computer for New Employee	\$800
Dell 23" Monitor - P2317H, Advanced Exchange Service, 3 years	Use with computer	\$170
RealSpaceBradstreet U-Shaped Desk	Workspace	\$450
Serta Comfort For WorkPro 5000 Series Mid-Back Chair	Desk Chair	\$320
HON Steel Vertical File Cabinet with Lock, Letter Size, 2 Drawers, 29"H X 15"W X 26 1/2"D, Charcoal	Storing Documents	\$330
Epson Wirless Portable Scanner	For Document scanning	\$290
Microsoft Office Project Professional 2016 - License	Install in new employee computer	\$320
RealSpaceBradstreet Hutch	New Employee workspace computer desk	\$220
General Office Supplies	Paper, pens, ink toners etc	\$10,000
Biohazard Waste	Monthly Fee to dispose biohazard waste @840.00 per year x 5 years	\$6,200
Specialty Condoms & Lubricant	For outreach purpose	\$5,000

Program Advertising	Advertise outreach services	\$3,500
Medical Supplies	Testing, screening and idenfyting cases	\$8,500
Uniforms	Tshirts, Caps, Polos for program	\$5,000
TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Supplies:

<b>\$44,600</b>
-----------------

## FORM I-5: CONTRACTUAL Budget Category Detail Form

**Legal Name of Respondent:** Fort Bend County

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$0

Total Amount Requested for CONTRACTUAL: \$0

## FORM I-6: OTHER Budget Category Detail Form

**Legal Name of Respondent:**

**Fort Bend County**

Description of Item <small>(If applicable, include quantity and cost/quantity (i.e. # of units &amp; cost per unit))</small>	Purpose & Justification	Total Cost
iPhone 7 - Cell phone - new employee	Communication	\$99
Monthly Cell Phone Charge \$70 a month X 12 months	Communication @ 840.00 per year for 4 employees	\$3,360
Hotspot Data Plan for Microsoft Office Surface Pad \$70.00 a month X 60 months	Access to documents and internet communication in the field	\$3,360
Tangible Reinforcements	To increase participation for testing \$15.00 gift card X 38 tested individuals per month X 12 months (\$6840.00), \$50.00 gift cards for 10 individuals testing positive when linkage to medical care is completed (\$500)	\$7,340
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Other:

**\$14,159**

FORM I - 7 Indirect Costs

Legal Name of Respondent:

Fort Bend County

Total amount of indirect costs allocable to the project:

Amount: \$0

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)

RATE:  
BASE:

*Applies only to governmental entities.* The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.

RATE:  
TYPE:  
BASE:

Note: Governmental units with only a Central Service Cost Rate must also include the indirect cost of the governmental units department (i.e. Health Department). In this case indirect costs will be comprised of central service costs (determined by applying the rate) and the indirect costs of the governmental department. The allocation of indirect costs must be addressed in Part V - Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS.

A cost allocation plan. A cost allocation plan as specified in the DSHS Contractor's Financial Procedures Manual (CFPM), Appendix A must be submitted to DSHS within 60 days of the contract start date. The CFPM is available on the following internet web link: <http://www.dshs.state.tx.us/contracts/>

GO TO PAGE 2 (below)

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**

## **SUPPLEMENTAL FORMS INSTRUCTIONS**

The budget templates (two per budget category) that follow are intended to supplement cost reimbursement budgets when there are too many items to fit on the primary budget template. Applicants that have utilized all the lines on the primary budget template must use the supplemental templates to list detail information for the respective budget category. For example, after all the lines on the primary budget template for Personnel (tab labeled Form I - 1 Personnel) have been used, go to the supplemental template labeled "Form I - 1a Personnel Supp" and if all the lines are used on this template, go to the next template labeled "Form I - 1b Personnel". The amounts on each supplemental template will automatically total and the total from both templates will automatically be inserted on the last line of the primary budget template.

The supplemental budget templates are:

- Form I-1 Personnel Supplemental
- Form I-2 Travel Supplemental
- Form I-3 Equipment Supplemental
- Form I-4 Supplies Supplemental
- Form I-5 Contractual Supplemental
- Form I-6 Other Supplemental

FORM I-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

**Fort Bend County**

PERSONNEL	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Functional Title + Code E = Existing or P = Proposed							
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
<b>SalaryWage Total</b>							<b>\$0</b>

FORM I-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

**Fort Bend County**

PERSONNEL	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Functional Title + Code E = Existing or P = Proposed							
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
<b>SalaryWage Total</b>							<b>\$0</b>

FORM I-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Fort Bend County

**Conference / Workshop Travel Costs**

Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0

**Total for Conference / Workshop Travel**

**\$0**

**Other / Local Travel Costs**

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

**Total for Other / Local Travel**

\$0

Other / Local Travel Costs: \$0

Conference / Workshop Travel Costs: \$0

**Total Travel Costs:**

\$0

FORM I-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Fort Bend County

**Conference / Workshop Travel Costs**

Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0

**Total for Conference / Workshop Travel**

**\$0**

**Other / Local Travel Costs**

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

**Total for Other / Local Travel****\$0**Other / Local Travel Costs: **\$0**Conference / Workshop Travel Costs: **\$0****Total Travel Costs: \$0**









## FORM I-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

**Legal Name of Respondent:** Fort Bend County

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)	TOTAL
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0

Total Amount Requested for CONTRACTUAL: \$0

## FORM I-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

**Legal Name of Respondent:** Fort Bend County

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)	TOTAL
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0

Total Amount Requested for CONTRACTUAL: \$0





## **General Instructions for Completing Budget Forms DSHS Costs Only Budgeted on Detail Category Pages**

*(Examples and instructions for completing the Budget Category Detail Templates are in a separate Excel file located under Templates for Cost Reimbursement Budgets located at :*

<http://www.dshs.state.tx.us/grants/forms.shtm>

- \* Enter the legal name of your organization in the space provided for "Legal Name of Respondent" on Form I -Budget Summary; doing so will populate the budget category detail templates with your organizations name.
- \* Complete each budget category detail template. Instructions for completing each budget category detail template are in a separate document. If a primary budget category detail template does not accommodate all items in your budget, use the respective supplemental budget template at the end of this workbook. The total of each supplemental category detail budget template will automatically populate to the last line of the respective primary budget category template.
- \* After you have completed each budget category detail form, go to Form I-Budget Summary and input other sources of funding manually (if any) in Columns 3 - 6 for each budget category.
- \* Refer to the table below the budget template table to verify that the amounts distributed ("Distribution Total") in each budget category equals the "Budget Total" for each respective category. Next, verify that the overall total of all distributions ("Distribution Totals") equals the Budget Total.
- \* Enter the total amount of "Program Income" anticipated for this program in row "K" under the "Total Budget" column (1). The total program income budgeted will be automatically allocated to each funding source based on the percentage of funding of the total budget. Information on program income is available in the DSHS Contractors Financial Procedures Manual located at the following web site:  
<http://www.dshs.state.tx.us/contracts/>

**FORM I: BUDGET SUMMARY (REQUIRED)**

**Legal Name of Respondent:** **Fort Bend County**

Budget Categories	Total Budget (1)	DSHS Funds Requested (2)	Direct Federal Funds (3)	Other State Agency Funds* (4)	Local Funding Sources (5)	Other Funds (6)
A. Personnel	\$105,840	\$105,840	\$0	\$0	\$0	\$0
B. Fringe Benefits	\$45,342	\$45,342	\$0	\$0	\$0	\$0
C. Travel	\$5,800	\$5,800	\$0	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$18,700	\$18,700	\$0	\$0	\$0	\$0
F. Contractual	\$0	\$0	\$0	\$0	\$0	\$0
G. Other	\$3,558	\$3,558	\$0	\$0	\$0	\$0
H. Total Direct Costs	\$179,240	\$179,240	\$0	\$0	\$0	\$0
I. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0
J. Total (Sum of H and I)	\$179,240	\$179,240	\$0	\$0	\$0	\$0
K. Program Income - Projected Earnings	\$0	\$0				

**NOTE: The "Total Budget" amount for each Budget Category will have to be allocated (entered) manually among the funding sources. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).**

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
<b>Check Totals For:</b>	<b>Personnel</b>	<b>\$105,840</b>	<b>\$105,840</b>	<b>Fringe Benefits</b>	<b>\$45,342</b>	<b>\$45,342</b>
	<b>Travel</b>	<b>\$5,800</b>	<b>\$5,800</b>	<b>Equipment</b>	<b>\$0</b>	<b>\$0</b>
	<b>Supplies</b>	<b>\$18,700</b>	<b>\$18,700</b>	<b>Contractual</b>	<b>\$0</b>	<b>\$0</b>
	<b>Other</b>	<b>\$3,558</b>	<b>\$3,558</b>	<b>Indirect Costs</b>	<b>\$0</b>	<b>\$0</b>

<b>TOTAL FOR:</b>	<b>Distribution Totals</b>	<b>\$179,240</b>	<b>Budget Total</b>	<b>\$179,240</b>
-------------------	----------------------------	------------------	---------------------	------------------

\*Letter(s) of good standing that validate the respondent's programmatic, administrative, and financial capability must be placed after this form if respondent receives any funding from state agencies other than DSHS related to this project. If the respondent is a state agency or institution of higher education, letter(s) of good standing are not required. DO NOT include funding from other state agencies in column 4 or Federal sources in column 3 that is not related to activities being funded by this DSHS project.

FORM I-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

**Fort Bend County**

PERSONNEL	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Functional Title + Code E = Existing or P = Proposed							
Nurse Practitioner	Y	Nurse Practitioner will provide clinical oversight to staff performing pre-exposure counseling (PreP, and ensure that prep is provided for individuals who are at high risk of acquiring and transmitting HIV/STD. Will monitor routine labs for people on prep.	1	FNP License	\$7,500.00	12	\$90,000
Registered Nurse	Y	Will assist clinical oversight to staff performing pre-exposure counseling (Prep, and ensure that prep is provided for individuals who are at high risk of acquiring and transmitting HIV/STD. Will monitor routine labs for people on prep	0.5	Registered Nurse	\$2,640.00	12	\$15,840
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
<b>TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS</b>							\$0
						<b>SalaryWage Total</b>	<b>\$105,840</b>

FRINGE BENEFITS

**Itemize the elements of fringe benefits in the space below:**

Payroll Taxes 7.65 - Retirement 12.12% - Worker Comp 1%, Property and Casualty 2.8%, Insurance 10,200

	Fringe Benefit Rate %	42.84%
	Fringe Benefits Total	\$45,342

FORM I-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent:

Fort Bend County

Conference / Workshop Travel Costs						
Description of Conference/Workshop	Justification	Location City/State	Number of:		Travel Costs	
			Days	Employees		
					Mileage	
					Airfare	
					Meals	
					Lodging	
					Other Costs	
					<b>Total</b>	\$0
					Mileage	
					Airfare	
					Meals	
					Lodging	
					Other Costs	
					<b>Total</b>	\$0
					Mileage	
					Airfare	
					Meals	
					Lodging	
					Other Costs	
					<b>Total</b>	\$0
					Mileage	
					Airfare	
					Meals	
					Lodging	
					Other Costs	
					<b>Total</b>	\$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS						\$0

**Total for Conference / Workshop Travel**

**Other / Local Travel Costs**

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
Promote PrEP to providers in the community	10000	\$0.580	\$5,800		\$5,800
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

**Total for Other / Local Travel**

Other / Local Travel Costs:

Conference / Workshop Travel Costs:

**Total Travel Costs:**

Indicate Policy Used:

Respondent's Travel Policy

State of Texas Travel Policy



## FORM I-4: SUPPLIES Budget Category Detail Form

**Legal Name of Respondent:**

**Fort Bend County**

Itemize and describe each supply item and provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) See attached example for definition of supplies and detailed instructions to complete this form.

Description of Item <small>[If applicable, provide estimated quantity and cost (i.e. # of boxes &amp; cost/box)]</small>	Purpose & Justification	Total Cost
2- MicrosoftSurface Pro 4 Tablet - 12.3 - 8GM-Intel Core i5-Core i5-6300U Dual Core, 2.40 GHz-265 GB SSD-Windows 10 Pro - 2736 X1834-Pixel Sense	Use Electronic Database for tracking of outreach activities in the field	\$2,400
2 - OptiPlex 3050 Small Form Factor, Intel Core i5-7500, Ubuntu Linux 16.04C, 8GB 1x8GB 2400MHz, DDR4 Memory, 256GB, 2.5inch SATA Class 20 Solid State Drive, DVD/RW Bezel, Tray load DVD Drive, VGA Video Port, Dell KB216 Wired Multi-Media Keyboard, Dell MS116 Wired Mouse, Advanced Exchange Service 3 years	Computer for New Employee	\$1,600
2 -Dell 23" Monitor - P2317H, Advanced Exchange Service, 3 years	Use with computer	\$340
2 - RealSpaceBradstreet U-Shaped Desk	Workspace	\$900
2 -Serta Comfort For WorkPro 5000 Series Mid-Back Chair	Desk Chair	\$640
2 - HON Steel Vertical File Cabinet with Lock, Letter Size, 2 Drawers, 29"H X 15"W X 26 1/2"D, Charcoal	Storing Documents	\$660
2 - Epson Wirless Portable Scanner	For Document scanning	\$580
2- Microsoft Office Project Professional 2016 - License	Install in new employee computer	\$640
2 - RealSpaceBradstreet Hutch	New Employee workspace computer desk	\$440
General Office Supplies	Paper, pens, ink toners etc	\$5,500
Printing services for advertising of PrEP	Flyers, brochures and document	\$5,000
		\$0
		\$0
		\$0

		\$0
		\$0
	TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS	\$0

Total Amount Requested for Supplies:

<b>\$18,700</b>
-----------------

## FORM I-5: CONTRACTUAL Budget Category Detail Form

**Legal Name of Respondent:** Fort Bend County

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$0

Total Amount Requested for CONTRACTUAL: \$0

## FORM I-6: OTHER Budget Category Detail Form

**Legal Name of Respondent:**

**Fort Bend County**

Description of Item <small>(If applicable, include quantity and cost/quantity (i.e. # of units &amp; cost per unit))</small>	Purpose & Justification	Total Cost
2 - iPhone 7 - Cell phone - new employee	Communication	\$198
Monthly Cell Phone Charge \$70 a month X 12 months	Communication @ 840.00 per year for 2 employees	\$1,680
Hotspot Data Plan for Microsoft Office Surface Pad \$70.00 a month X 60 months	Access to documents and internet communication in the field for two employees	\$1,680
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
<b>TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS</b>		<b>\$0</b>

Total Amount Requested for Other:

\$3,558

FORM I - 7 Indirect Costs

Legal Name of Respondent:

Fort Bend County

Total amount of indirect costs allocable to the project:

Amount: \$0

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)

RATE:  
BASE:

*Applies only to governmental entities.* The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.

RATE:  
TYPE:  
BASE:

Note: Governmental units with only a Central Service Cost Rate must also include the indirect cost of the governmental units department (i.e. Health Department). In this case indirect costs will be comprised of central service costs (determined by applying the rate) and the indirect costs of the governmental department. The allocation of indirect costs must be addressed in Part V - Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS.

A cost allocation plan. A cost allocation plan as specified in the DSHS Contractor's Financial Procedures Manual (CFPM), Appendix A must be submitted to DSHS within 60 days of the contract start date. The CFPM is available on the following internet web link: <http://www.dshs.state.tx.us/contracts/>

GO TO PAGE 2 (below)

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**

## **SUPPLEMENTAL FORMS INSTRUCTIONS**

The budget templates (two per budget category) that follow are intended to supplement cost reimbursement budgets when there are too many items to fit on the primary budget template. Applicants that have utilized all the lines on the primary budget template must use the supplemental templates to list detail information for the respective budget category. For example, after all the lines on the primary budget template for Personnel (tab labeled Form I - 1 Personnel) have been used, go to the supplemental template labeled "Form I - 1a Personnel Supp" and if all the lines are used on this template, go to the next template labeled "Form I - 1b Personnel". The amounts on each supplemental template will automatically total and the total from both templates will automatically be inserted on the last line of the primary budget template.

The supplemental budget templates are:

- Form I-1 Personnel Supplemental
- Form I-2 Travel Supplemental
- Form I-3 Equipment Supplemental
- Form I-4 Supplies Supplemental
- Form I-5 Contractual Supplemental
- Form I-6 Other Supplemental

FORM I-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

**Fort Bend County**

PERSONNEL	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Functional Title + Code E = Existing or P = Proposed							
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
<b>SalaryWage Total</b>							<b>\$0</b>

FORM I-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

**Fort Bend County**

PERSONNEL	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Functional Title + Code E = Existing or P = Proposed							
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
<b>SalaryWage Total</b>							<b>\$0</b>

FORM I-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Fort Bend County

**Conference / Workshop Travel Costs**

Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0

**Total for Conference / Workshop Travel**

**\$0**

**Other / Local Travel Costs**

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

**Total for Other / Local Travel**

\$0

Other / Local Travel Costs: \$0

Conference / Workshop Travel Costs: \$0

**Total Travel Costs:**

\$0

FORM I-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Fort Bend County

**Conference / Workshop Travel Costs**

Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0

**Total for Conference / Workshop Travel**

**\$0**

**Other / Local Travel Costs**

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

**Total for Other / Local Travel** \$0

Other / Local Travel Costs: \$0

Conference / Workshop Travel Costs: \$0

**Total Travel Costs:** \$0









## FORM I-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

**Legal Name of Respondent:** Fort Bend County

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)	TOTAL
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0

Total Amount Requested for CONTRACTUAL: \$0

## FORM I-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

**Legal Name of Respondent:** Fort Bend County

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)	TOTAL
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0

Total Amount Requested for CONTRACTUAL: **\$0**





**Name of Contractor:**

Cost Categories	Funding Opportunity 1: Routine HIV Screening in Healthcare Settings
A. Personnel	
Risk Reduction Supervisor	
Risk Reduction Specialist	
Risk Reductoin Specialist	
Risk Reduction Specialist	
Nurse Practioner (Part-time)	
Licensed Nurse (Part-time)	
TOTAL PERSONNEL	\$0.00
B. Fringe Benefits	
FICA	
SUTA (Property & Casualty)	
Worker's Comp	
Health Insurance	
401K ( Retirement)	
TOTAL FRINGE BENEFITS	\$0
C. Travel	
Travel to targeted populations and high risk areas	
Promote PrEP to providers in the community	
TOTAL TRAVEL	\$0.00
D. Equipment	
TOTAL EQUIPMENT	\$0.00
E. Supplies	

	Supplies	
	Supplies	
	TOTAL SUPPLIES	\$0.00
F.	Contractual	
	TOTAL CONTRACTUAL	\$0.00
G.	Other	
	Cell Phone and Hotspot	
	Tangible Reinforcements	
	TOTAL OTHER	\$0.00
H.	Total Direct Costs	\$554,798.84
I.	Indirect Costs	
J.	Total	\$554,798.84

Funding Opportunity 2: Core HIV Prevention Programs	Funding Opportunity 3: PrEP and nPEP Programs	Funding Opportunity 4: Client-Level Interventions	Funding Opportunity 5: Structural Interventions
\$57,362.00			
\$56,663.00			
\$42,929.00			
\$42,929.00			
	\$90,000.00		
	\$15,840.00		
\$199,883.00	\$105,840.00	\$0.00	\$0.00
\$15,291.00	\$8,096.76		
\$5,596.72	\$12,827.80		
\$1,998.83	\$1,058.40		
\$40,800.00	\$2,963.52		
\$24,225.81	\$20,400.00		
\$87,912	\$45,346	\$0	\$0
\$29,000.00			
	\$5,800.00		
\$29,000.00	\$5,800.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00

\$44,600.00			
	\$18,700.00		
\$44,600.00	\$18,700.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00
\$6,819.00	\$3,558.00		
\$7,340.00			
\$14,159.00	\$3,558.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00

<b>Total</b>
\$57,362.00
\$56,663.00
\$42,929.00
\$42,929.00
\$90,000.00
\$15,840.00
<b>\$305,723.00</b>
\$23,387.76
\$18,424.52
\$3,057.23
\$43,763.52
\$44,625.81
<b>\$133,259</b>
\$29,000.00
\$5,800.00
\$0.00
<b>\$34,800.00</b>
\$0.00
\$0.00
<b>\$0.00</b>

\$44,600.00
\$18,700.00
<b>\$63,300.00</b>
\$0.00
\$0.00
<b>\$0.00</b>
\$10,377.00
\$7,340.00
<b>\$17,717.00</b>
\$554,798.84
\$0.00
<b>\$554,798.84</b>

## **Exhibit A. AFFIRMATIONS AND SOLICITATION ACCEPTANCE**

In this document, the terms Respondent, Contractor, Applicant, and Vendor, when referring to certifications, representations, or warranties, refer to Respondent.

Respondent affirms, without exception, as follows:

1. Respondent represents and warrants that all certifications, representations, warranties, and other provisions in this Affirmations and Solicitation Acceptance apply to Respondent and all of Respondent's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Solicitation or any contract resulting from this Solicitation.
2. Respondent represents and warrants that all statements and information provided to HHSC are current, complete, and accurate. This includes all statements and information in this Solicitation Response.
3. Respondent understands that HHSC will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Respondent is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
4. Respondent acknowledges its obligation to specifically identify information it contends to be confidential or proprietary and, if Respondent designated substantial portions of its Solicitation Response or its entire Solicitation Response as confidential or proprietary, the Solicitation Response is subject to being disqualified.
5. Respondent's Solicitation Response will remain a firm and binding offer for 240 days from the date the Solicitation Response is due.
6. Respondent accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation. Respondent agrees that all exceptions to the Solicitation are rejected unless expressly accepted by HHSC.
7. Respondent agrees that HHSC has the right to use, produce, and distribute copies of and to disclose to HHSC employees, agents, and contractors and other governmental entities all or part of Respondent's Solicitation Response as HHSC deems necessary to complete the procurement process or comply with state or federal laws.

8. Respondent generally releases from liability and waives all claims against any party providing information about the Respondent at the request of HHSC.
9. Respondent acknowledges all addenda and amendments to the Solicitation.
10. Respondent certifies that if a Texas address is shown as the address of Respondent on this Response, Respondent qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.
11. Respondent represents and warrants that it qualifies for all preferences claimed under 34 Texas Administrative Code, Section 20.306 or Chapter 2155, Subchapter H of the Texas Government Code as indicated below (check applicable boxes):
  - Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
  - Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
  - Agricultural products grown in Texas
  - Agricultural products offered by a Texas bidder
  - Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
  - Services offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
  - Texas Vegetation Native to the Region
  - USA-produced supplies, materials or equipment
  - Products of persons with mental or physical disabilities
  - Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
  - Energy efficient products
  - Rubberized asphalt paving material
  - Recycled motor oil and lubricants
  - Products produced at facilities located on formerly contaminated property
  - Products and services from economically depressed or blighted areas
  - Vendors that meet or exceed air quality standards
  - Recycled or reused computer equipment of other manufacturers
  - Foods of higher nutritional value
  - Commercial production company or advertising agency located in Texas
12. Respondent has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Solicitation Response, this Solicitation, or any contract resulting from this Solicitation.

13. Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
14. Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
15. Under Section 231.006(d) of the Texas Family Code regarding child support, Respondent certifies that the individual or business entity named in this Response is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any Respondent subject to Section 231.006 of the Texas Family Code must include in the Response the names and social security numbers (SSNs) of each person with at least 25% ownership of the business entity submitting the Response:

Name: \_\_\_\_\_ SSN: \_\_\_\_\_

Name: \_\_\_\_\_ SSN: \_\_\_\_\_

Name: \_\_\_\_\_ SSN: \_\_\_\_\_

Name: \_\_\_\_\_ SSN: \_\_\_\_\_

**FEDERAL PRIVACY ACT NOTICE:** This notice is given pursuant to the Federal Privacy Act. Disclosure of requested SSNs is required under Section 231.006(c) and Section 231.302(c)(2), Texas Family Code. The SSNs will be used to identify persons that may owe child support. The SSNs will be kept confidential to the fullest extent permitted by law.

If submitted by email, Responses containing SSNs must be encrypted. Failure by a Respondent to provide or encrypt the SSNs as required may result in disqualification of the Respondent's Response.

16. Respondent certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Respondent's subcontracts, if any, if payment in whole or in part is from federal funds.
17. Respondent certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

18. Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
19. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Respondent certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of the contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.
20. Respondent represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.
21. Respondent agrees that any payments due under any contract resulting from this Solicitation shall be applied towards any debt or delinquency that is owed to the State of Texas.
22. Respondent represents and warrants that payments to Respondent and Respondent's receipt of appropriated or other funds under any contract resulting from this Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).
23. Respondent agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.
24. Respondent agrees that upon request of HHSC, Respondent shall provide copies of its most recent business continuity and disaster recovery plans.
25. Respondent expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Respondent represents and warrants to HHSC that the technology provided to HHSC for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:
  - providing equivalent access for effective use by both visual and non-visual means;
  - presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and
  - being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

In accordance with Section 2157.005 of the Texas Government Code, the Technology Access Clause contract provision remains in effect for any contract entered into before September 1, 2006.

26. If Respondent is submitting a Response for the purchase or lease of computer equipment, then Respondent certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.
27. If Respondent is submitting a Response for the purchase or lease of covered television equipment, then Respondent certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.
28. Should Respondent be awarded a contract resulting from this solicitation, Respondent represents and warrants, during the twelve (12) month period immediately prior to the date of the execution of the contract, none of its employees including, but not limited to those will provide services under the contract, were employees of an HHS Agency.
29. Respondent acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Respondent may not accept employment from Respondent before the second anniversary of the date the contract is signed or the procurement is terminated or withdrawn.
30. Respondent represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to HHSC under this Solicitation and any resulting contract and that Respondent's provision of the requested goods and/or services under this Solicitation and any resulting contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
31. Respondent understands that HHSC does not tolerate any type of fraud. The agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. All employees or contractors who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to both the Health and Human Services Commission's Office of the Inspector General at 1-800-436-6184 and the State Auditor's Office. Respondent agrees to comply with all applicable laws, rules, regulations, and HHSC policies regarding fraud including, but not limited to, HHS Circular C-027.
32. The undersigned affirms under penalty of perjury of the laws of the State of Texas that (a) in connection with this Response, neither I nor any representative of the Respondent has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (b) in connection with this Response, neither I nor any representative of the Respondent has violated any federal antitrust law; and (c) neither I

nor any representative of the Respondent has directly or indirectly communicated any of the contents of this Response to a competitor of the Respondent or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Respondent.

33. Respondent represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Respondent or any of the individuals or entities included in numbered paragraph 1 of this Affirmations and Solicitation Acceptance within the five (5) calendar years immediately preceding the submission of this Solicitation response that would or could impair Respondent's performance under any contract resulting from this Solicitation, relate to the contracted or similar goods or services, or otherwise be relevant to HHSC's consideration of entering into a contract. If Respondent is unable to make the preceding representation and warranty, then Respondent instead represents and warrants that it has provided to HHSC a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Respondent's performance under a contract awarded as a result of this Solicitation, relate to the contracted or similar goods or services, or otherwise be relevant to HHSC's consideration of entering into a contract. In addition, Respondent acknowledges this is a continuing disclosure requirement. Respondent represents and warrants that, if awarded a contract as a result of this Solicitation, Respondent shall notify HHSC in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update HHSC shall constitute breach of contract and may result in immediate contract termination.
34. Respondent represents and warrants that, pursuant to Section 2270.002 of the Texas Government Code, Respondent does not boycott Israel and will not boycott Israel during the term of any contract resulting from this Solicitation.
35. Respondent certifies that for contracts for services, Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of:
  - (a) all persons employed by Respondent to perform duties within Texas; and
  - (b) all persons, including subcontractors, assigned by Respondent to perform work pursuant to the contract within the United States of America.
36. Respondent understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Respondent is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of any contract resulting from this Solicitation.
37. Respondent represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to any contract resulting from this Solicitation.
38. Respondent represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the

performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract.

39. By submitting this Response, Respondent represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract that may result from the submission of this Response.

**Authorized representative on behalf of Respondent must complete and sign the following:**

**Legal Name of Respondent: Fort Bend County**

<b>Signature of Authorized Representative</b>	<b>Date Signed</b>
<b>KP George, County Judge</b>	<b>281-341-8608</b>
<b>Printed Name and Title of Authorized Representative</b>	<b>Phone Number</b>
<b>746001969</b>	<b>281-341-8609</b>
<b>Federal Employer Identification Number</b>	<b>Fax Number</b>
<b>081497075</b>	<b>County.judge@fortbendcountytexas.gov</b>
<b>DUNS Number</b>	<b>Email Address</b>
<b>301 Jackson Street</b>	<b>Richmond, TX 77469</b>
<b>Physical Street Address</b>	<b>City, State, Zip Code</b>
<b>4520 Reading Road, Suite A-200</b>	<b>Rosenberg, TX 77471</b>
<b>Mailing Address, if different</b>	<b>City, State, Zip Code</b>

**DATA USE AGREEMENT  
BETWEEN THE  
TEXAS HEALTH AND HUMAN SERVICES SYSTEM  
AND  
CONTRACTOR**

This Data Use Agreement (“DUA”) is effective as of the date of the Base Contract into which it is incorporated (“Effective Date”), by and between the Texas Health and Human Services System, which includes the Texas Health and Human Services Commission and the Department of State Health Services (“HHS”) and Contractor (the "Base Contract").

**ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE**

The purpose of this DUA is to facilitate access to, creation, receipt, maintenance, use, disclosure or transmission of Confidential Information with Contractor, and describe Contractor’s rights and obligations with respect to the Confidential Information and the limited purposes for which the Contractor may create, receive, maintain, use, disclose or have access to Confidential Information. This DUA also describes HHS’s remedies in the event of Contractor’s noncompliance with its obligations under this DUA. This DUA applies to both HHS business associates, as “business associate” is defined in the Health Insurance Portability and Accountability Act (HIPAA), and contractors who are not business associates, who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract. As a best practice, HHS requires its contractors to comply with the terms of this DUA to safeguard all types of Confidential Information.

As of the Effective Date of this DUA, if any provision of the Base Contract conflicts with this DUA, this DUA controls.

**ARTICLE 2. DEFINITIONS**

For the purposes of this DUA, capitalized, underlined terms have the following meanings:

“**Authorized Purpose**” means the specific purpose or purposes described in the Base Contract for Contractor to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“**Authorized User**” means a person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom Contractor warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

“**Breach**” means an impermissible use or disclosure of electronic or non-electronic sensitive personal information by an unauthorized person or for an unauthorized purpose that compromises the security or privacy of Confidential Information such that the use or disclosure poses a risk of reputational harm, theft of financial information, identity theft, or medical identity theft. Any acquisition, access, use, disclosure or loss of Confidential Information other than as permitted by this DUA shall be presumed to be a Breach unless Contractor demonstrates, based on a risk assessment, that there is a low probability that the Confidential Information has been compromised.

**“Confidential Information”** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Education records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 C.F.R. Part 99
- (2) Federal Tax Information as defined in Internal Revenue Code §6103 and Internal Revenue Service Publication 1075;
- (3) Personal Identifying Information (PII) as defined in Texas Business and Commerce Code, Chapter 521;
- (4) Protected Health Information (PHI) in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information as defined in 45 C.F.R. §160.103;
- (5) Sensitive Personal Information (SPI) as defined in Texas Business and Commerce Code, Chapter 521;
- (6) Social Security Administration Data, including, without limitation, Medicaid information means disclosures of information made by the Social Security Administration or the Centers for Medicare and Medicaid Services from a federal system of records for administration of federally funded benefit programs under the Social Security Act, 42 U.S.C., Chapter 7;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

**“Destroy”, “Destruction”, for Confidential Information,** means:

- (1) Paper, film, or other hard copy media have been shredded or destroyed such that the Confidential Information cannot be read or otherwise cannot be reconstructed. Redaction is specifically excluded as a means of data destruction.
- (2) Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization," such that the Confidential Information cannot be retrieved.

**“Discover, Discovery”** means the first day on which a Breach becomes known to Contractor, or, by exercising reasonable diligence would have been known to Contractor.

**“Legally Authorized Representative”** of an individual, including as provided in 45 CFR 435.923 (authorized representative); 45 CFR 164.502(g)(1) (personal representative); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164 (medical power of attorney); and Texas Estates Code § 22.031 (representative).

**“Required by Law”** means a mandate contained in law that compels an entity to use or disclose Confidential Information that is enforceable in a court of law, including court orders, warrants, subpoenas or investigative demands.

**“Subcontractor”** means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

**“Workforce”** means employees, volunteers, trainees or other persons whose performance of work is under the direct control of a party, whether or not they are paid by that party.

### ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

#### **Section 3.01    Obligations of Contractor**

Contractor agrees that:

**(A)    With respect to PHI, Contractor shall:**

(1)    Make PHI available in a designated record set if requested by HHS, if Contractor maintains PHI in a designated record set, as defined in HIPAA.

(2)    Provide to HHS data aggregation services related to the healthcare operations Contractor performs for HHS pursuant to the Base Contract, if requested by HHS, if Contractor provides data aggregation services as defined in HIPAA.

(3)    Provide access to PHI to an individual who is requesting his or her own PHI, or such individual's Legally Authorized Representative, in compliance with the requirements of HIPAA.

(4)    Make PHI available to HHS for amendment, and incorporate any amendments to PHI that HHS directs, in compliance with HIPAA.

(5)    Document and make available to HHS, an accounting of disclosures in compliance with the requirements of HIPAA.

(6)    If Contractor receives a request for access, amendment or accounting of PHI by any individual, promptly forward the request to HHS or, if forwarding the request would violate HIPAA, promptly notify HHS of the request and of Contractor's response. HHS will respond to all such requests, unless Contractor is Required by Law to respond or HHS has given prior written consent for Contractor to respond to and account for all such requests.

**(B)    With respect to ALL Confidential Information, Contractor shall:**

(1)    Exercise reasonable care and no less than the same degree of care Contractor uses to protect its own confidential, proprietary and trade secret information to prevent Confidential Information from being used in a manner that is not expressly an Authorized Purpose or as Required by Law. Contractor will access, create, maintain, receive, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses.

(2)    Establish, implement and maintain appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, in accordance with applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as Contractor has such Confidential Information in its actual or constructive possession.

(3)    Implement, update as necessary, and document privacy, security and Breach notice policies and procedures and an incident response plan to address a Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Base Contract. Contractor shall produce, within three business days of a request by HHS, copies of its policies and procedures and records relating to the use or disclosure of Confidential Information.

(4)    Obtain HHS's prior written consent to disclose or allow access to any portion of the Confidential Information to any person, other than Authorized Users, Workforce or Subcontractors of

Contractor who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Breach to Contractor's management and as permitted in Section 3.01(A)(3), above. Contractor shall produce evidence of completed training to HHS upon request. HHS, at its election, may assist Contractor in training and education on specific or unique HHS processes, systems and/or requirements.

(5) Establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. Contractor shall maintain evidence of sanctions and produce it to HHS upon request.

(6) Obtain prior written approval of HHS, to disclose or provide access to any Confidential Information on the basis that such act is Required by Law, so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, Contractor shall refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief.

(7) Certify that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose and that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. Contractor and its Subcontractors shall maintain at all times an updated, complete, accurate list of Authorized Users and supply it to HHS upon request.

(8) Provide, and shall cause its Subcontractors and agents to provide, to HHS periodic written confirmation of compliance with controls and the terms and conditions of this DUA.

(9) Return to HHS or Destroy, at HHS's election and at Contractor's expense, all Confidential Information received from HHS or created or maintained by Contractor or any of Contractor's agents or Subcontractors on HHS's behalf upon the termination or expiration of this DUA, if reasonably feasible and permitted by law. Contractor shall certify in writing to HHS that all such Confidential Information has been Destroyed or returned to HHS, and that Contractor and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, Contractor acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, Contractor shall immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend the protections of this DUA to the Confidential Information for as long as Contractor maintains such Confidential Information.

(10) Complete and return with the Base Contract to HHS, attached as Attachment 2 to this DUA, the HHS Security and Privacy Initial Inquiry (SPI) at <https://hhs.texas.gov/laws-regulations/forms/miscellaneous/hhs-information-security-privacy-initial-inquiry-spi>. The SPI identifies basic privacy and security controls with which Contractor must comply to protect Confidential Information. Contractor shall comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information Contractor creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. Contractor's security controls shall be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. Contractor shall update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and shall provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements.

(11) Comply with the HHS Acceptable Use Policy (AUP) and require each Subcontractor and Workforce member who has direct access to HHS Information Resources, as defined in the AUP, to execute an HHS Acceptable Use Agreement.

(12) Only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information in motion includes secure File Transfer Protocol (SFTP) or encryption at an appropriate level as required by rule, regulation or law. Confidential Information at rest requires encryption unless there is adequate administrative, technical, and physical security as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information shall be through secure systems. Contractor shall provide proof of system, media or device security and/or encryption to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit, or the Discovery of a Breach. HHS may also request production of proof of security at other times as necessary to satisfy state and federal monitoring requirements. De-identification of Confidential Information in accordance with HIPAA de-identification standards is deemed secure.

(13) Designate and identify a person or persons, as Privacy Official and Information Security Official, each of whom is authorized to act on behalf of Contractor and is responsible for the development and implementation of the privacy and security requirements in this DUA. Contractor shall provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. Upon written notice from HHS, Contractor shall promptly remove and replace such official(s) if such official(s) is not performing the required functions.

(14) Make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, Confidential Information in accordance with applicable laws, regulations or demands of a regulatory authority relating to Confidential Information. Contractor shall provide such information in a time and manner reasonably agreed upon or as designated by the applicable law or regulatory authority.

(15) Comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 17-12;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI;
- Family Educational Rights and Privacy Act

- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that Contractor supports on behalf of HHS.

(16) Be permitted to use or disclose Confidential Information for the proper management and administration of Contractor or to carry out Contractor's legal responsibilities, except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, if:

- (a) Disclosure is Required by Law;
- (b) Contractor obtains reasonable assurances from the person to whom the information is disclosed that the person shall:
  1. Maintain the confidentiality of the Confidential Information in accordance with this DUA;
  2. Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the person; and
  3. Notify Contractor in accordance with Section 4.01 of a Breach of Confidential Information that the person Discovers or should have Discovered with the exercise of reasonable diligence.

**(C) With respect to ALL Confidential Information, Contractor shall NOT:**

- (1) Attempt to re-identify or further identify Confidential Information that has been de-identified, or attempt to contact any persons whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS.
- (2) Engage in prohibited marketing or sale of Confidential Information.
- (3) Permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of HHS without requiring that Subcontractor first execute either the Form Subcontractor Agreement, Attachment 1, or Contractor's own Subcontractor agreement that ensures that the Subcontractor shall comply with the same safeguards and restrictions contained in this DUA for Confidential Information. Contractor is directly responsible for its Subcontractors' compliance with, and enforcement of, this DUA.

#### **ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS**

##### **Section 4.01. Cooperation and Financial Responsibility.**

(A) Contractor shall, at Contractor's expense, cooperate fully with HHS in investigating, mitigating to the extent practicable, and issuing notifications as directed by HHS, for any Breach of Confidential Information.

(B) Contractor shall make Confidential Information in Contractor's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach.

(C) Contractor's obligation begins at the Discovery of a Breach and continues as long as related activity continues, until all effects of the Breach are mitigated to HHS's satisfaction (the "incident response period").

##### **Section 4.02. Initial Breach Notice.**

For federal information *obtained from a federal system of records*, including Federal Tax Information and Social Security Administration Data (which includes Medicaid and other governmental benefit program Confidential Information), Contractor shall notify HHS of the Breach within the first consecutive clock hour of Discovery. The Base Contract shall specify whether Confidential Information is obtained from a

federal system of records. For all other types of Confidential Information Contractor shall notify HHS of the Breach not more than 24 hours after Discovery, *or in a timeframe otherwise approved by HHS in writing*. Contractor shall initially report to HHS's Privacy and Security Officers via email at: [privacy@HHSC.state.tx.us](mailto:privacy@HHSC.state.tx.us) and to the HHS division responsible for the Base Contract.

Contractor shall report all information reasonably available to Contractor about the Breach.

Contractor shall provide contact information to HHS for Contractor's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

**Section 4.03 Third Business Day Notice:** No later than 5 p.m. on the third business day after Discovery, or a time within which Discovery reasonably should have been made by Contractor of a Breach of Confidential Information, Contractor shall provide written notification to HHS of all reasonably available information about the Breach, and Contractor's investigation, including, to the extent known to Contractor:

- a. The date the Breach occurred;
- b. The date of Contractor's and, if applicable, Subcontractor's Discovery;
- c. A brief description of the Breach, including how it occurred and who is responsible (or hypotheses, if not yet determined);
- d. A brief description of Contractor's investigation and the status of the investigation;
- e. A description of the types and amount of Confidential Information involved;
- f. Identification of and number of all individuals reasonably believed to be affected, including first and last name of the individual and if applicable, the Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method;
- g. Contractor's initial risk assessment of the Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;
- h. Contractor's recommendation for HHS's approval as to the steps individuals and/or Contractor on behalf of individuals, should take to protect the individuals from potential harm, including Contractor's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an individual with special capacity or circumstances;
- i. The steps Contractor has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);
- j. The steps Contractor has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Breach;
- k. Identify, describe or estimate of the persons, Workforce, Subcontractor, or individuals and any law enforcement that may be involved in the Breach;
- l. A reasonable schedule for Contractor to provide regular updates regarding response to the Breach, but no less than every three (3) business days, or as otherwise directed by HHS in writing, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and
- m. Any reasonably available, pertinent information, documents or reports related to a Breach that HHS requests following Discovery.

**Section 4.04. Investigation, Response and Mitigation.**

- (A) Contractor shall immediately conduct a full and complete investigation, respond to the Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.
- (B) Contractor shall complete or participate in a risk assessment as directed by HHS following a Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.
- (C) Contractor shall fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, persons and/or individuals about the Breach.
- (D) Contractor shall fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

**Section 4.05. Breach Notification to Individuals and Reporting to Authorities.**

- (A) HHS may direct Contractor to provide Breach notification to individuals, regulators or third-parties, as specified by HHS following a Breach.
- (B) Contractor must comply with all applicable legal and regulatory requirements in the time, manner and content of any notification to individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in Contractor's name and on Contractor's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of Contractor's representative, an email address and a toll-free telephone number, for the individual to obtain additional information.
- (C) Contractor shall provide HHS with draft notifications for HHS approval prior to distribution and copies of distributed and approved communications.
- (D) Contractor shall have the burden of demonstrating to the satisfaction of HHS that any required notification was timely made. If there are delays outside of Contractor's control, Contractor shall provide written documentation to HHS of the reasons for the delay.
- (E) If HHS directs Contractor to provide notifications, HHS shall, in the time and manner reasonably requested by Contractor, cooperate and assist with Contractor's information requests in order to make such notifications.

**ARTICLE 5. GENERAL PROVISIONS**

**Section 5.01 Ownership of Confidential Information**

Contractor acknowledges and agrees that the Confidential Information is and shall remain the property of HHS. Contractor agrees it acquires no title or rights to the Confidential Information.

**Section 5.02 HHS Commitment and Obligations**

HHS will not request Contractor to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

**Section 5.03 HHS Right to Inspection**

At any time upon reasonable notice to Contractor, or if HHS determines that Contractor has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of Contractor to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General, the Office of the Attorney General of Texas, the State Auditor's Office, outside consultants, legal counsel or other designee.

**Section 5.04 Term; Termination of DUA; Survival**

This DUA will be effective on the date on which Contractor executes the Base Contract, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended, this DUA is extended to run concurrent with the Base Contract.

(A) If HHS determines that Contractor has violated a material term of this DUA; HHS may in its sole discretion:

- (1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
- (2) Require Contractor to submit to a corrective action plan, including a plan for monitoring and plan for reporting as HHS may determine necessary to maintain compliance with this DUA; or
- (3) Provide Contractor with a reasonable period to cure the violation as determined by HHS; or
- (4) Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to Contractor describing the violation and the action it intends to take.

(B) If neither termination nor cure is feasible, HHS shall report the violation to the applicable regulatory authorities.

(C) The duties of Contractor or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

**Section 5.05 Injunctive Relief**

(A) Contractor acknowledges and agrees that HHS may suffer irreparable injury if Contractor or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) Contractor further agrees that monetary damages may be inadequate to compensate HHS for Contractor's or its Subcontractor's failure to comply. Accordingly, Contractor agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

**Section 5.06 Indemnification**

Contractor shall indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members

of HHS' Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by Contractor or its employees, directors, officers, Subcontractors, or agents or other members of Contractor's Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure. Upon demand, Contractor shall reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including costs of required notices, investigation, and mitigation of a Breach, fines or penalties imposed on an Indemnified Party by a regulatory authority, and reasonable attorneys' fees) which may be imposed upon any Indemnified Party to the extent caused by and which results from the Contractor's failure to meet any of its obligations under this DUA. Contractor's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

#### **Section 5.07 Insurance**

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require Contractor to maintain, at its expense, the special and/or custom first- and third-party insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and non-contributory status.

(B) Contractor shall provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

#### **Section 5.08 Entirety of the Contract**

This DUA is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

#### **Section 5.09 Automatic Amendment and Interpretation**

Upon the effective date of any amendment or issuance of additional regulations to any law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or Contractor remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and Contractor to comply with laws applicable to Confidential Information.

#### **Section 5.10 Notices; Requests for Approval**

All notices and requests for approval related to this DUA must be directed to the HHS Chief Privacy Officer at [privacy@hhsc.state.tx.us](mailto:privacy@hhsc.state.tx.us).

**ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM**  
**HHS CONTRACT NUMBER \_\_\_\_\_**

The DUA between HHS and Contractor establishes the permitted and required uses and disclosures of Confidential Information by Contractor.

Contractor has subcontracted with \_\_\_\_\_ (Subcontractor) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. Subcontractor acknowledges, understands and agrees to be bound by the same terms and conditions applicable to Contractor under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. Contractor and Subcontractor agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right, but not the obligation, to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

Contractor and Subcontractor assure HHS that any Breach as defined by the DUA that Subcontractor Discovers shall be reported to HHS by Contractor in the time, manner and content required by the DUA.

If Contractor knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by Subcontractor that constitutes a material breach or violation of the DUA or the Subcontractor's obligations, Contractor shall:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with Subcontractor, if feasible;
3. Notify HHS immediately upon Discovery of the pattern of activity or practice of Subcontractor that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps Contractor is taking to cure or end the violation or terminate Subcontractor's contract or arrangement.

**This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.**

**CONTRACTOR**

**SUBCONTRACTOR**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE** \_\_\_\_\_, **201** .

**DATE:** \_\_\_\_\_

HHS Contract No. \_\_\_\_\_

**Attachment 2-  
Security and Privacy Initial Inquiry  
[Attach Completed SPI Here]**

## ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) 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; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.





SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE 
APPLICANT ORGANIZATION  <b>FORT BEND COUNTY</b>	DATE SUBMITTED 

Exhibit F

**Texas Health and Human Services Commission  
Federal Funding Accountability and Transparency Act (FFATA)  
Certification**

The certifications enumerated below represent material facts upon which HHSC relies when reporting information to the federal government required under federal law. If the HHSC later determines that the Contractor knowingly rendered an erroneous certification, HHSC may pursue all available remedies in accordance with Texas and U.S. laws. Signor further agrees that it will provide immediate written notice to HHSC if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to HHSC detailing which of the below statements it cannot certify and why.**

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year?

Yes - skip questions A, B, and C and continue to section D.

No - answer questions A and B.

---

**A. Certification Regarding Percent (%) of Annual Gross from Federal Awards**

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

Yes

No – skip question C.

**B. Certification Regarding Amount of Annual Gross from Federal Awards**

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

Yes

No – skip question C.

If your answer is Yes to both questions A and B, you must answer question C.

If your answer is No to either question A or B, skip question C and continue to section D.

**C. Certification Regarding Public Access to Compensation Information.**

Does the public have access to information about the highly compensated officers/senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes

No - provide the names and total compensation of the top five highly compensated officers/senior executives using the attached FFATA Reporting Template.

**D. Signatures**

**As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete, and correct to the best of my knowledge.**

<b>Signature of Authorized Representative</b>
KP George
<b>Printed Name of Authorized Representative</b>

County Judge	
<b>Title of Authorized Representative</b>	
Fort Bend County	
<b>Legal Name of Contractor</b>	
03/25/2019	
<b>Date</b>	
081497075	2016-004093 IDCUSURFY18&FY19 HHS000036000004 537-18-0056-00001
<b>DUNS Number</b>	<b>Applicable HHSC Contract Number(s)</b> [List all contract numbers in the cell above]

## CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. 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 section 1352, title 31, U.S. Code. 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.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION		
<b>FORT BEND COUNTY</b>		
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE		
Prefix: <input style="width: 80px;" type="text"/>	* First Name: <b>KP</b>	Middle Name: <input style="width: 150px;" type="text"/>
* Last Name: <b>GEORGE</b>	Suffix: <input style="width: 80px;" type="text"/>	
* Title: <b>COUNTY JUDGE</b>		
* SIGNATURE: <input style="width: 300px; height: 30px;" type="text"/>	* DATE: <input style="width: 80px; height: 15px;" type="text"/>	

