

DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT 2016-004093-02

13B



This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Fort Bend County Health & Human Services (Contractor), a Governmental, (collectively, the Parties) entity.

**1. Purpose of the Contract:** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

**2. Total Amount:** The total amount of this Contract is \$199,175.00.

**3. Funding Obligation:** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

**4. Term of the Contract:** This Contract begins on 01/01/2016 and ends on 12/31/2016. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

**5. Authority:** As applicable, DSHS enters into this Contract under the authority of Texas Health and Safety Code Chapters 12 or 1001 or Texas Government Code Chapters 531, 771, 791 or 2155.

**6. Program Name:** HIV/PREVF HIV-Prevention Services-Federally funded

## **7. Statement of Work:**

### **A. SERVICES**

1. Contractor shall conduct Human Immunodeficiency Virus (HIV) Prevention activities to ensure HIV Prevention services are provided to persons at greatest risk of acquiring and/or transmitting HIV infection, as identified through the Texas HIV Plan 2014-2015 and as directed by the DSHS) in Ft. Bend County and, if feasible and approved in writing by DSHS, provide these services in counties contiguous to Ft. Bend County and as provided for in Section 8 of this Contract.

2. Contractor will, through the HIV Prevention activities described in this Contract:

#### **a. CONDOM DISTRIBUTION**

Promote the expansion of targeted condom distribution. Contractor will conduct condom promotion and distribution activities at the individual, organizational, and community levels, with a specific aim to increase condom use among people who are HIV-positive and individuals at high risk of acquiring HIV.

1.) Contractor will conduct on-going community assessments of their proposed service area to assess condom availability, accessibility, and acceptability. Should ongoing assessments identify a necessary change in service area activities, Contractor must revise their work plan and submit such revisions to DSHS for review and approval prior to implementation of new changes.

2.) Conduct activities to increase one or more of the following in their communities:

- i. Condom availability;
- ii. Condom accessibility; and
- iii. Condom acceptability.

3.) Contractor shall:

i. Provide a written report (within the semi-annual report) which gives a summary and overview of current condom distribution activities, including a list of community collaborators (e.g. civic, retail, social service, etc.) and the current number of distribution sites.

ii. Conduct condom distribution activities as approved in Contractor's condom distribution plan as noted in the final, approved work plan. The condom distribution plan as approved in the Contractor's work plan shall be implemented beginning January 1, 2016. As noted in Section I above, following on-going community assessments, any revision to the Condom Distribution Plan shall be submitted to DSHS for review and approval prior to implementation.

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

#### **b. TARGETED HIV TESTING AND LINKAGE TO MEDICAL CARE:**

Contractor will:

1.) Perform recruitment activities (e.g. street outreach, Internet recruitment, recruitment through other HIV/STD service providers, and recruitment during targeted public health events such as health fairs or screenings) within the target population(s).

2.) Provide HIV screening by collecting a blood-based specimen. Supplemental testing must be collected by venipuncture immediately, on-site, after a point of care HIV and syphilis health check preliminary positive test result. All staff operating under this Contract to implement Targeted Testing and Linkage to Medical Care must have the ability to obtain specimens via venipuncture. All staff must be permitted to provide HIV and/or syphilis screening(s) by collecting blood-based specimens, in both field and clinical settings. Staff will offer and perform these tests unless the client refuses. HIV and syphilis specimens may be submitted through the DSHS public health laboratory or another laboratory designated by the Contractor and approved in advance by DSHS. All staff conducting field work under this Contract to implement Targeted Testing and Linkage to Medical Care must be permitted to disclose the reason s/he is contacting client (ex. Follow up on a preliminary positive, linkage to HIV and/or STD testing, treatment and care activities, etc.)

3.) Obtain DSHS written pre-approval for rapid HIV testing. Once pre-approved, Contractor must adhere to DSHS program operating procedures relating to rapid testing, located at <http://www.dshs.state.tx.us/hivstd/contractor/hivprevention.shtm>. Contractor must obtain any required Clinical Laboratory Improvement Amendment (CLIA) certification or waiver of certification, in compliance with the CLIA of 1988, Public Law 100-578, amended §353 of the Public Health Service Act (42 U.S.C. 263a). Waiver is sought by submitting an application to the DSHS Health Facility Licensing and Compliance Division (HFLCD).

4.) Provide HIV testing in accordance with DSHS' HIV and STD Program Operation Procedures and Standards, including any revisions, located at <http://www.dshs.state.tx.us/hivstd/pops/default.shtm>. All staff operating under this Contract to implement Targeted Testing and Linkage to Medical Care must be permitted to deliver all HIV and/or STD results, including positive results, in both field and clinical settings. Staff will ensure the client understands the infection(s) s/he has tested positive for, is offered appropriate treatment for his/her infection(s) and is linked to other medical and social resources as appropriate (e.g., HIV testing and counseling; Pre-Exposure Prophylaxis; Harm Reduction Services; STD clinical services; partner services; HIV medical and support services; substance abuse treatment services; and mental health services).

5.) Establish and maintain mutually agreed-upon written, formal procedures with the local health and/or regional department, in each geographic area served by Contractor, responsible for public health disease intervention services. The procedures must specify processes (e.g., communication) that facilitate timely partner elicitation by the local health department following the delivery of HIV-positive test results to clients by Contractor. These procedures must be finalized and in place within thirty (30) days of the effective date of this Contract. Additionally, Contractor must establish and maintain mutually agreed-upon formal, written procedures with other HIV prevention and services providers and collaborating entities that Contractor will work with to implement any activities under this Contract. The procedures must clearly identify the roles of Contractor and such collaborating agency(ies). All of these agreements must be retained, and be made readily available to DSHS upon request.

6.) Establish and maintain mutually agreed-upon formal written procedures with local providers who provide services frequently needed by clients seeking HIV services from Contractor, including but not limited to: HIV testing and counseling; evidence based interventions, STD services; partner services; HIV medical and support services; substance abuse treatment services; and mental health services. At a minimum, such procedures should address conditions associated with making and accepting client referrals. If Contractor provides all of the services listed above in a specific geographic area, no such

agreement is necessary for that area. Contractor must maintain complete records of all referrals made.

7.) Achieve, at a minimum, the following performance measures:

i. Objective A: Contractor shall diligently follow the requirements for delivery of all HIV test results (see <http://www.dshs.state.tx.us/hivstd/pops/default.shtm>) for all HIV testing done under this Contract. Contractor shall submit client encounter data into the on-line system as described herein. If that data indicates a test result delivery rate of less than 75%, DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage. In that scenario, Contractor must follow those additional measures, and do so according to the timetable mandated by DSHS.

ii. Objective B: Contractor shall diligently follow the requirements for conducting results counseling (see <http://www.dshs.state.tx.us/hivstd/pops/default.shtm>) for all clients with positive HIV test results under this Contract. Contractor shall submit client encounter data into the on-line system as described herein. If that data indicates a results counseling delivery rate of less than 95%, DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage. In that scenario, Contractor must follow those additional measures, and do so according to the timetable mandated by DSHS.

iii. Objective C: Contractor shall diligently follow the requirements for linking all clients, with positive HIV test results, to HIV-related Medical Care (see <http://www.dshs.state.tx.us/hivstd/pops/default.shtm>) for those clients successfully notified of their test results under Objective A. Contractor shall submit client encounter data into the on-line system as described herein. If that data indicates a linkage rate of less than 85%, DSHS may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage. In that scenario, Contractor must follow those additional measures, and do so according to the timetable mandated by DSHS.

iv. Objective D: During the term of this Contract, based on the testing required herein DSHS expects that the Contractor reporting should reflect a minimum new positivity rate of 1.2% annually. If data indicates a rate of less than 1.2 % new positivity, DSHS may, at its sole discretion, required additional measures be taken by Contractor to improve that percentage. In that scenario, Contractor must follow those additional measures, and do so according to the timetable mandated by DSHS.

#### c. TARGET POPULATIONS

Contractor shall direct these services to target population(s) as specified in Contractor's performance measures, all as approved by DSHS Program. Contractor will give particular focus to the designated target population(s). Target population(s) under this Contract, are those designated and approved in writing by DSHS Program Staff. DSHS reserves the right to make alterations to the list of target population(s) at any time as needed under this Contract .

#### d. WORK PLAN

Following the effective date of the Contract, Contractor will complete a detailed assessment need for services provided under this Contract within Contractor's Service Area in accordance with DSHS guidance. Contractor will prepare a Work Plan that addresses the needs identified in the assessment and describes the method of service delivery to the target populations. Contractor will electronically submit the Work Plan to DSHS in the DSHS prescribed format no later than thirty days after the effective date of the Contract. Any deviations of the approved Work Plan must be submitted for review and approval prior to implementation of activities.

Contractor must comply with the terms of the final DSHS-approved Work Plan for this Contract.

e. MATERIALS

Contractor will ensure HIV prevention materials, supplies, and tangible reinforcements (i.e., participation incentives for target population) are appropriate for the target population(s). Contractor must implement and maintain control systems and assign internal responsibility for monitoring distribution of tangible reinforcements.

f. FEEDBACK

Contractor will solicit feedback (e.g., client surveys) from clients being served by Contractor under this Contract, and create a summary of the client feedback for each intervention at least once during the term of this Contract. This summary must be available for review during DSHS site visits.

g. TANGIBLE REINFORCEMENTS

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

- i. Tangible reinforcements must be approved in advance in writing by DSHS Program.
- ii. Contractor shall maintain a policy regarding the use of tangible reinforcements and a log for tracking the purchase and distribution of tangible reinforcements.
- iii. The policy and log are subject to review by DSHS Program during program reviews and at any other time.
- iv. The policy must limit the use of tangible reinforcements to the following types of situations for:
  - 1.) Participation in rapid assessment activities; for recruitment of clients into, prevention with positive persons, testing and linkage programs and EBIs;
  - 2.) Retention of clients in EBIs, prevention with positive persons, for clients upon completion of all sessions of an EBI;
  - 3.) Recruitment and retention of peer volunteers;
  - 4.) Clients who return for HIV testing;
  - 5.) Participation in community assessments or focus groups; and
  - 6.) Encouraging clients to return for test results.

Funds may not be used to make cash payments or cash-equivalent payments to intended recipients of services except as noted above.

2. COOPERATION WITH DSHS

- a. Contractor will facilitate DSHS Program review of all prevention activities provided by Contractor and its subcontractor(s).
- b. Contractor will submit program materials produced by Contractor for review and approval by a local Program Materials Review Panel (PMRP). Program materials include, but are not limited to pamphlets, fliers, survey instruments, websites, videos, and scripts for advertisements.

3. STAFF OVERSIGHT, MONITORING, AND TRAINING

- a. Contractor will implement an orientation plan for Contractor's new staff involved in activities funded under this Contract, which will be reviewed by DSHS staff during monitoring visits. The plan shall be consistent with all the terms of this Contract.
- b. Contractor shall authorize and require their staff to attend training, conferences, and meetings as directed by DSHS Program. Contractor must appropriately budget funds in order to meet training requirements in a timely manner, and must ensure its staff and volunteers are trained as specified in the training requirements listed at <http://www.dshs.state.tx.us/hivstd/training/default.shtm> and as otherwise specified by DSHS. Contractor must maintain records documenting such training.
- c. Contractor will ensure that monitoring and evaluation of Contractor staff performance, and its subcontractor's staff performance, if applicable, is conducted and documented according to the schedule below:
- d. Contractor staff members performing the intervention for group-level interventions, and condom distribution including the group-level component of community-level interventions, must be monitored at least as follows:
  - i. Staff performing the intervention for 3 months or less be monitored one out of every 3 sessions;
  - ii. Staff performing the intervention for 4 to 6 months will be monitored twice a month;
  - iii. Staff performing the intervention for 7 to 12 months will be monitored monthly;
  - iv. Staff performing the intervention for 1 to 2 years will be monitored quarterly; and
  - v. Staff performing the intervention for 2 years or more will be monitored every 6 months.
- e. For all other interventions, including testing and linkage to HIV-related medical care, , staff must be monitored at least as follows:
  - i. Staff performing the intervention for 3 months or less be monitored twice a month;
  - ii. Staff performing the intervention for 4 to 6 months will be monitored twice a month;
  - iii. Staff performing the intervention for 7 to 12 months will be monitored monthly;
  - iv. Staff performing the intervention for 1 to 2 years will be monitored quarterly; and
  - v. Staff performing the intervention for 2 years or more will be monitored every 6 months.

f. Before Contractor will ensure that a supervisor or experienced facilitator observes an inexperienced staff member conducting each session of an intervention or co-facilitates the session with the inexperienced staff member before the inexperienced staff member conducts a group-level session without experienced support.

g. Contractor will keep written monitoring and evaluation records of all staff and subcontractors involved in contract activities. DSHS Program may specify evaluation and monitoring tools to be used. Information related to quality assurance activities, along with any other documentation associated with activities under this Contract, are subject to review by DSHS Program at any other time.

h. Contractor shall ensure that performance of activities under this Contract is of a high quality and consistent with all the requirements of this Contract, in order to meet DSHS' high performance expectations.

i. Contractor is responsible for the performance of its subcontractors. Contractor is expected to adequately monitor the implementation of interventions and other funded activities under this contract, the efficient and effective use of resources by any subcontractor, the capacity and performance of subcontractor staff implementing interventions and other funded activities under this Contract, and ensure that subcontractors are properly collecting and reporting data.

#### 4. QUALITY ASSURANCE (QA) ACTIVITIES

a. Contractor shall perform the activities under this Contract and demonstrate cost-effectiveness, innovation, coordination, and collaboration with other community efforts.

b. QA activities (in accordance with, the DSHS Quality Assurance Standards, as revised, located at <http://www.dshs.state.tx.us/hivstd/training/qastandards.shtm#pbc>; and

c. Contractor shall conduct the following QA activities for Condom Distribution and Targeted HIV Testing and Linkage to Medical Care by:

i. Following the orientation and training schedule outlined in the DSHS Quality Assurance Standards, located at <http://www.dshs.state.tx.us/hivstd/training/default.shtm>;

ii. Auditing testing and linkage charts and retain all audit documentation as described in the DSHS Quality Assurance for Testing and Counseling Standards located at <http://www.dshs.state.tx.us/hivstd/training/pctools/standards.shtm>; and

iii. Auditing all HIV positive charts and retain all audit documentation.

#### 5. PREVENTION ACTIVITIES

Prevention activities performed by the Contractor under this Contract will include

a. Target HIV testing to high-risk priority populations;

b. Reduce undiagnosed and late-diagnosed HIV infection;

c. Ensure linkage to, and participation in, HIV medical care and, as appropriate, support services for HIV infected-persons [e.g. HOPWA (Housing Opportunities for People Living with HIV/AIDS), Ryan White case

management, counseling (mental health and/or substance abuse treatment), and community food bank/pantry;

- d. Provide health education, including education on risk reduction, to target population(s);
- e. Provide strategic risk reduction, prevention, and support services to persons living with HIV;

#### B. PERFORMANCE MEASURES:

1. In addition to the Performance Measures above, the following Performance Measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Contract, without waiving the enforceability of any of the other terms of the Contract.
2. Performance of Contractor, including compliance with DSHS Program procedures, policies and guidance, contractual conditions, attainment of performance measures, maintenance of adequate staff, and submission of required data and narrative reports will be regularly assessed. Failure to comply with stated requirements and contractual conditions may result in the immediate loss of contract funds at the discretion of DSHS.
3. Contractor shall:
  - i. Participate in DSHS Program's outcome monitoring project, as directed by DSHS Program; and
  - ii. Conduct periodic rapid assessments of the approved targeted population(s), as directed by DSHS.

#### C. PROGRAM DATA REPORTING, SECURITY AND CONFIDENTIALITY REQUIREMENTS

1. The HHS Data Use Agreement, executed by the Parties, is incorporated as part of the Contract and describes 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.
2. DSHS may make alterations to reporting systems and requirements, or require the use of new reporting systems or collection methods, at its sole discretion. In the event of such a change, Contractor will be notified at least thirty (30) days in advance of the changed requirements, except in cases where the system in use suffers some kind of technical failure. Information submitted through the DSHS systems will be considered the performance data of record in evaluating attainment of goals and programmatic performance.
3. Contractor shall provide information on each client contact/prevention counseling session via the reporting system(s) designated by DSHS. Testing and Linkage to Medical Care contact information shall be entered into the DSHS approved database no later than twenty (20) working days following the client contact.
4. Information submitted to DSHS electronically must be submitted via TxPHIN or sFTP by the Contractor.
5. The following information for all clients who receive HIV testing shall be reported to DSHS electronically in a DSHS approved format and submitted by the 20th of each month. Data for transmission to TXDSHS HIV program will include Scope, Client ID, Site name, Test date, Counselor Name, Birth date, Sex at birth,

Current gender identity, Ethnicity, Race, Client's zip code, Client asked about risk factors, Client counseled about their risks, Test technology used, and Test result.

6. Report these additional elements for each client testing HIV-positive: Client's full name, Test result delivered, Date test result delivered, Reason result not delivered, Previous HIV test history and HIV status, Month and year of last HIV test, Client's risk factors (sex with males, sex with females, uses injection drugs), Referral to medical care (where referred, reason for no referral, outcome of referral), Date of first medical appointment, Client's most severe housing status in previous 12 months, Referral to HIV prevention services (referred and outcome of referral) and Referral to partner services (referred).

7. Syphilis and Hepatitis C testing data shall be reported to DSHS electronically in a DSHS approved format along with HIV testing data. Data shall be submitted via TxPHIN or sFTP to DSHS by the 20th of each month, if applicable.

8. Condom Distribution data must be entered into the DSHS Risk Reduction Activities Microsoft Access database and submitted via TxPHIN or sFTP to DSHS by the 20th of each month.

9. Contractor is responsible for examining the quality of the information prior to submission to assure it is complete and accurate for all data reported to DSHS.

10. Contractor shall submit semi-annual activity reports of the number of contacts with clients in the designated target population(s) in which priority intervention services are provided. Such reports shall be submitted in the format provided by DSHS Program at <http://www.dshs.state.tx.us/hivstd/fieldops/PreventionReports.shtm> by electronic mail transmission to [hivstdreport.tech@dshs.state.tx.us](mailto:hivstdreport.tech@dshs.state.tx.us).

11. These semi-annual reports are due on or before July 29, 2016, and January 31, 2017.

12. Data may be included in Contractor reports to parties other than DSHS provided the information is aggregated in such a way that no individual client may be identified. Data may not be used for research purposes by Contractor or any other party without prior approval of DSHS' Institutional Review Board and pre-approval by DSHS Program. Contractor may not share electronic data sets with other parties without advance written permission of DSHS.

13. Contractor must protect the security of program reporting data and the confidentiality of client information. Contractor must:

a. Protect paper records and electronic data collected and stored at its facility from security breaches, and keep such data confidential;

b. Ensure client privacy is maintained and data is collected confidentially when data/information is elicited verbally from clients;

c. Ensure that data entry into program reporting systems will occur in a confidential environment, safeguarding against unauthorized disclosure of client information and ensure that such environments are consistently maintained;

d. Ensure data entered into program reporting systems are input only by properly authorized staff;

e. Assure data integrity is maintained and that data entered in program reporting systems is entered

accurately and is not altered;

f. Understand that users of the program data systems will require user identification and authentication (such as challenge passwords);

g. Ensure that persons entering data do not circumvent such security measures;

h. Ensure data are accessed only by authorized persons;

i. Ensure program data are used in a manner that protects client privacy and is in accordance with federal and state law and the terms of this contract;

j. Implement policies and procedures for use of data in a secure manner that protects client privacy and prevents unauthorized access to, and use of, program data;

k. Implement policies and procedures (consistent with the requirements and constraints listed herein) for publication and redistribution of data if program data are shared with other parties or providers;

l. Protect data transported within your entity or to external parties consistent with the constraints and requirements listed herein;

m. Protect data transmitted electronically within your entity or to external parties (when not using DSHS' data reporting systems) consistent with the constraints and requirements listed herein;

n. Maintain retention and disposal policies and procedures consistent with state and federal retention requirements and the requirements of this contract, and assure that program data cannot be inappropriately accessed;

o. Agree to publish, implement, and make available policies on data security and client privacy, and train staff regularly regarding those requirements (Contractor must maintain records documenting such training);

p. Require each individual member of Contractor's staff, and volunteers, to sign an agreement pledging to abide by Contractor's policies and procedures pertaining to data security and client privacy. Contractor shall maintain these written agreements and make them available upon request to DSHS in a timely manner;

q. Abide by rules of conduct/data security guidelines provided by DSHS to safeguard the program reporting data;

r. Develop a personnel sanction policy to hold Contractor staff and volunteers and subcontractor staff responsible for any violations of these policies. If Contractor uses subcontractors: Contractor accepts full responsibility and accountability for each subcontractor's performance under this contract including all provisions related to confidentiality;

s. Agree to make staff available for training on the use of program reporting systems and data security;

t. Comply with DSHS' efforts to maintain lists of staff under this contract authorized to use the program reporting systems;

u. Immediately report breaches of confidentiality involving the program data reporting systems to DSHS,

and fully assist DSHS in any investigation resulting from such breach; and

v. DSHS may inspect, or require copies of, any of the documentation referenced herein at any time, and Contractor shall comply with such requests in a timely manner. All documentation under this contract shall be readily available for inspection by DSHS staff during site visits.

#### D. LEGAL AND PROGRAMMATIC OBLIGATIONS

Contractor shall comply with all applicable state and federal laws, policies, standards and guidelines, including, but not limited to:

1. Chapters 81, 85, and 93 of the Texas Health and Safety Code and
2. Title 25 Texas Administrative Code Chapters 97 and 98;
3. DSHS' HIV and STD Program Operation Procedures and Standards, including any revisions, located at <http://www.dshs.state.tx.us/hivstd/pops/default.shtm>;
4. DSHS' Standards for Public Health Services, including any revisions, located at <http://www.dshs.state.tx.us/qmb/dshsstndrds4clincservs.pdf>;
5. DSHS' HIV/STD Confidential Information Security Policy, HIV/STD Breach of Confidentiality Response Policy, and Breach Report Form/ Breach Report Form Instructions at <http://www.dshs.state.tx.us/hivstd/policy/policies.shtm>;
6. Any letters or memos with additional directions and policies; and in accordance with the detailed budget as approved by DSHS Program (see attached Categorical Budget Detail in the below "Budget Summary";;
7. Texas HIV Plan 2014- 2015 for the area in which Contractor is providing services and can be located at <http://www.dshs.state.tx.us/hivstd/planning/default.shtm>.
8. Contractor must receive advance written approval from DSHS before varying from any of these requirements in this Contract and must update its implementation documentation within forty-eight (48) hours of making approved changes so that staff working on activities under this Contract, know of the change(s).

#### E. DSHS Guidance

Contractor agrees to read DSHS Contractor Financial Procedures Manual (CFPM) and work with DSHS staff regarding the management of funds received under this Contract at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>.

#### F. FUNDING

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

GRANT

Centers for Disease Control and Prevention (CDC), PS12-1201 Comprehensive HIV Prevention Project for Health Departments. CFDA: 93.940

BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, MC1940 Department of State Health Services 1100 West 49th Street

PO Box 149347

Austin, TX 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 776-7442. The email address is [invoices@dshs.state.tx.us](mailto:invoices@dshs.state.tx.us) and to [CMU.invoices@dshs.state.tx.us](mailto:CMU.invoices@dshs.state.tx.us).

**8. Service Area**

Fort Bend County

**9. Performance Measures:**

<b>Performance Measure Description</b>	<b>Target</b>
1 Number of tests to be performed:	1500
2 Number of newly diagnosed HIV positive persons (the state standard is attaining a 1.2% positivity rate):	18
3 Number of tests for MSM): White, Non-Hispanic, Black, Hispanic and Asian	1050
4 Number of tests for (High Risk Heterosexual): Male and Female - White, Non-Hispanic, Black, Hispanic and Asian	450
6 Number of distribution sites (including number of sites where contractor supplies free condoms):	5
7 Number of community collaborators assisting with access or distribution efforts (i.e. retail, civic, faith-based, local advocacy groups):	3
8 Number of condoms distributed:	6000

**10. Procurement method:**

Non-Competitive

RFP

GST-2016-Solicitation-00063

DCPS FY16 HIV Prevention Federal New LHD

**11. Renewals:**

Number of Renewals Remaining: 0 Date Renewals Expire: 12/31/2016

**12. Payment Method:**

Cost Reimbursement

**13. Source of Funds:**

93.940

**14. DUNS Number:**

081497075

**15. Programmatic Reporting Requirements:**

<b>Report Name</b>	<b>Frequency</b>	<b>Period Begin</b>	<b>Period End</b>	<b>Due Date</b>
Financial Status Report	Quarterly	01/01/2016	03/31/2016	04/30/2016
Financial Status Report	Quarterly	04/01/2016	06/30/2016	07/31/2016
Financial Status Report	Quarterly	07/01/2016	09/30/2016	10/31/2016
Financial Status Report	Quarterly	10/01/2016	12/31/2016	02/15/2017
HIV Transmission Report	Monthly	01/01/2016	01/31/2016	02/20/2016
HIV Transmission Report	Monthly	03/01/2016	03/31/2016	04/20/2016
HIV Transmission Report	Monthly	04/01/2016	04/30/2016	05/20/2016
HIV Transmission Report	Monthly	05/01/2016	05/31/2016	06/20/2016
HIV Transmission Report	Monthly	06/01/2016	06/30/2016	07/20/2016
HIV Transmission Report	Monthly	07/01/2016	07/31/2016	08/20/2016
HIV Transmission Report	Monthly	08/01/2016	08/31/2016	09/20/2016
HIV Transmission Report	Monthly	09/01/2016	09/30/2016	10/20/2016
HIV Transmission Report	Monthly	10/01/2016	10/31/2016	11/20/2016
HIV Transmission Report	Monthly	11/01/2016	11/30/2016	12/20/2016
HIV Transmission Report	Monthly	12/01/2016	12/31/2016	01/20/2017
HIV Transmission Report	Monthly	02/01/2016	02/29/2016	03/20/2016
Semi-Annual Report	Semi-Annually	01/01/2016	06/30/2016	07/29/2016
Semi-Annual Report	Semi-Annually	07/01/2016	12/31/2016	01/31/2017

**Submission Instructions:**

The following information for all clients who receive HIV testing shall be reported to DSHS electronically in a DSHS approved format and submitted by the 20th of each month. Data for transmission to TXDSHS HIV program will include Scope, Client ID, Site name, Test date, Counselor Name, Birth date, Sex at birth, Current gender identity, Ethnicity, Race, Client's zip code, Client asked about risk factors, Client counseled about their risks, Test technology used, and Test result.

Syphilis and Hepatitis C testing data shall be reported to DSHS electronically in a DSHS approved format along with HIV testing data. Data shall be submitted via TxPHIN or sFTP to DSHS by the 20th of each month, if applicable.

Condom Distribution data must be entered into the DSHS Risk Reduction Activities Microsoft Access database and submitted via TxPHIN or sFPT to DSHS by the 20th of each month.

Contractor is responsible for examining the quality of the information prior to submission to assure it is complete and accurate for all data reported to DSHS.

Contractor shall submit semi-annual activity reports of the number of contacts with clients in the designated target population(s) in which priority intervention services are provided. Such reports shall be submitted in the format provided by DSHS Program at

<http://www.dshs.state.tx.us/hivstd/fieldops/PreventionReports.shtm> by electronic mail transmission to [hivstdreport.tech@dshs.state.tx.us](mailto:hivstdreport.tech@dshs.state.tx.us).

These semi-annual reports are due on or before July 29, 2016, and January 31, 2017.

## 16. Special Provisions

### Special Provisions

A. General Provisions, ARTICLE III. SERVICES, Section 3.02 Disaster Services, is revised to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Contract for response efforts. DSHS shall reimburse Contractor up to 5% of this Contract funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

B. General Provisions, ARTICLE VII CONFIDENTIALITY, is revised to include the following:

Neither Contractor, nor any subcontractor, shall transfer a client or patient record through any means, including electronically, to another entity or person, or subcontractor without written consent from the client or patient, or someone authorized to act on his or her behalf; however, DSHS may require Contractor, or any subcontractor, to timely transfer a client or patient record to DSHS if the transfer is necessary to protect either the confidentiality of the record or the health and welfare of the client or patient.

DSHS will have timely access to a client or patient record in the possession of Contractor, or any subcontractor, under authority of the Texas Health and Safety Code, Chapters 81 and 85, and the Medical Practice Act, Texas Occupations Code, Chapter 159. In such cases, DSHS shall keep confidential any information obtained from the client or patient record, as required by the Texas Health and Safety Code, Chapter 81, and Texas Occupations Code, Chapter 159.

C. General Provision, ARTICLE XIV, GENERAL TERMS, Section 14.12, Amendment, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least ninety (90) days prior to the end of the term of this Contract.

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

- a. Contract (this document) 2016-004093-02
- b. General Provisions 2016 General & Grant Subrecipient Additional Provisions (LHD)
- c. Attachments Budget
- d. Declarations Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
- e. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

**18. Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

**19. Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: Fort Bend County  
Vendor Identification Number: 17460019692

**20. Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

**Department of State Health Services**

By:  
Signature of Authorized Official

Date

Name and Title  
1100 West 49th Street  
Address  
Austin, TX 78756-4204  
City, State, Zip

Telephone Number

E-mail Address

**Fort Bend County**

By:   
Signature of Authorized Official

Date: August 9, 2016

Name and Title: Robert E. Hebert

County Judge

Address: 401 Jackson St

City, State, Zip Telephone Number E-mail

Address

: Richmond, TX 77649

**Budget Summary**

Organization Name: Fort Bend County  
2016-004093-02

Program ID: HIV/PREVF

Contract Number:

**Budget Categories**

<b>Budget Categories</b>	<b>DSHS Funds Requested</b>	<b>Cash Match</b>	<b>In Kind Match Contributions</b>	<b>Category Total</b>
Personnel	\$55,300.00		\$0.00	\$55,300.00
Fringe Benefits	\$35,945.00		\$0.00	\$35,945.00
Travel	\$5,605.00		\$0.00	\$5,605.00
Equipment	\$0.00		\$0.00	\$0.00
Supplies	\$16,975.00		\$0.00	\$16,975.00
Contractual	\$66,750.00		\$0.00	\$66,750.00
Other	\$18,600.00		\$0.00	\$18,600.00
<b>Total Direct Costs</b>	<b>\$199,175.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$199,175.00</b>
Indirect Costs	\$0.00		\$0.00	\$0.00
<b>Totals</b>	<b>\$199,175.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$199,175.00</b>

**CERTIFICATION REGARDING LOBBYING**

Organization Name: Fort Bend County

Contract Number: 2016-004093-02

**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 an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, 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 federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, "Disclosure Form to Report Lobbying," 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.

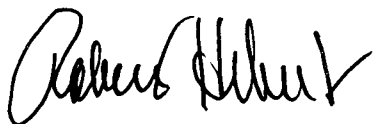
Applicable

Non- Applicable

Signature of Authorized Individual:

Date:

08/09/2016



Robert E. Hebert

## Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS 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 DSHS detailing which of the below statements it cannot certify and why.

Organization Name	Fort Bend County Health & Human Services		
Address	4520 Reading Road, Suite A-100	State	Texas
City	Rosenberg	Zip Code (9 digit)	77471
Payee Name	Fort Bend County		
Address	Fort Bend County Auditor 301 Jackson St Ste 533	State	TX
City	Richmond	Zip Code (9 digit)	77469-3108
Vendor Identification No.	17460019692	MailCode	047
Payee DUNS No.	081497075		

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

Yes       No

2. Certification Regarding % 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

3. 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

4. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the 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

If Yes, where can this information be found?

If No, you must provide the names and total compensation of the top five highly compensated officers.  
Example: John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000;Sally Tom:300000

Identify contact persons for FFATA Correspondence

FFATA Contact Person #1

Name                 Robert E. Sturdivant  
Email                 robert.sturdivant@fortbendcountytexas.gov  
Telephone            (281) 341-3760

FFATA Contact Person #2

Name                 Kaye Reynolds  
Email                 kaye.reynolds@fortbendcountytexas.gov  
Telephone            (281) 238-3519

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

E-Signature	Date
Robert Hebert	01/12/2016