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TEXAS Health and Human Services

Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

The Honorable KP George, County Judge
Fort Bend County
4250 Reading Road, Suite 200
Rosenberg, TX 77471

Subject: HIV Prevention
Contract Number: HHS000077800023
Contract Amount: $350,000.00
Contract Term: 1/1/2020 – 12/31/2020

Dear Judge George:

Enclosed is the HIV Prevention contract between the Department of State Health Services and Fort Bend County.

The purpose of the contract is to provide funding for the HIV Prevention Services Project.

With all renewals exercised, the total amount of this contract is projected to be $1,750,000.00.

Please let me know if you have any questions or need additional information.

Sincerely,

Deanna Kinsfather, CTCM
Contract Manager
(512) 776-2317
deanna.kinsfather@dshs.texas.gov

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SIGNATURE DOCUMENT FOR
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000077800023
UNDER THE
HIV PREVENTION SERVICES GRANT

I. PURPOSE

The **DEPARTMENT OF STATE HEALTH SERVICES** ("DSHS" or "System Agency"), a pass-through entity, and **FORT BEND COUNTY** ("Grantee") (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for the HIV Prevention Services Project (the "Contract"), as described in **ATTACHMENT A, STATEMENT OF WORK**.

II. LEGAL AUTHORITY

This Contract is made in accordance with awards by the Centers for Disease Control and Prevention (CDC-PS18-1802 – Integrated HIV Surveillance and Prevention Programs for Health Departments, Funding Opportunity Number: CDC-PS18-1802), which is incorporated herein by reference, and is authorized by and in compliance with the provisions of Texas Health and Safety Code Chapter 12 or 1001 or Texas Government Code Chapter 531, 771, 791 or 2155.

III. DURATION

This Contract is effective on the signature date of the latter of the Parties to sign this agreement or January 1, 2020, whichever is later, and terminates on December 31, 2020, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. The System Agency, at its own discretion, may extend this Contract subject to terms and conditions mutually agreeable to both Parties.

IV. BUDGET

The total amount of this Contract will not exceed **THREE HUNDRED FIFTY THOUSAND DOLLARS ($350,000.00)**. All expenditures under the Contract will be in accordance with **ATTACHMENT B, BUDGET**.

V. CONTRACT REPRESENTATIVES

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency
Department of State Health Services
1100 West 49th Street, MC 1990
Austin, Texas 78756
Attn: Deanna Kinsfather
Email: deanna.kinskather@dshs.texas.gov

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Grantee
Fort Bend County
4250 Reading Road, Suite 200
Rosenberg, TX 77471
Attn: Ngombe Bitendelo
Email: ngombe.bitendelo@fortbendcoutytx.gov

Either Party may change its designated Representative by providing written notice to the other Party.

VI. LEGAL NOTICES

Any legal notice required under this Contract will be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency
Department of State Health Services
1100 West 49th Street, MC 1911
Austin, Texas 78756
Attention: General Counsel

Grantee
Fort Bend County
4250 Reading Road, Suite 200
Rosenberg, TX 77471
Attention: KP George, County Judge

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

VII. ADDITIONAL GRANT INFORMATION

Federal Award Identification Number (FAIN): **NU62PS92459**
Federal Award Date: **12/11/2018**
Name of Federal Awarding Agency: **Centers for Disease Control and Prevention**
CFDA Number: **93.940**
Awarding Official Contact Information:
Arthur C. Lusby, M.B.A
Lead Grants Management Specialist
Centers for Disease Control and Prevention
Infectious Diseases Services Branch
2920 Brandywine Road, MS E-15
Atlanta, GA 30341
Telephone: (770) 488-2685

SIGNATURE PAGE FOLLOWS

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SIGNATURE PAGE FOR
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000077800023

DSHS

DocuSigned by:
Jennifer Sims
FF74006FBA6747E...

Name: Jennifer Sims

Title: Deputy Commissioner

Date of execution: November 27, 2019

GRANTEE

DocuSigned by:
KP George
F546587DD2BD433...

Name: KP George

Title: County Judge

Date of execution: November 26, 2019

THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. HHS000077800023 ARE HEREBY INCORPORATED BY REFERENCE:

ATTACHMENT A - STATEMENT OF WORK
ATTACHMENT B - BUDGET
ATTACHMENT C - HHSC UNIFORM TERMS AND CONDITIONS – GRANT
ATTACHMENT D – SUPPLEMENTAL CONDITIONS
ATTACHMENT E - FEDERAL ASSURANCES AND LOBBYING FORM
ATTACHMENT F - FFATA CERTIFICATION
ATTACHMENT G - DATA USE AGREEMENT (DUA)

ATTACHMENTS FOLLOW

THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. HHS000077800023 ARE HEREBY INCORPORATED BY REFERENCE, AS IF PHYSICALLY ATTACHED:

ATTACHMENT G-1 – DUA SECURITY AND PRIVACY INQUIRY
ATTACHMENT H - SYSTEM AGENCY SOLICITATION NO. HHS0000778
ATTACHMENT I - GRANTEE'S SOLICITATION RESPONSE

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ATTACHMENT A
STATEMENT OF WORK

I. GENERAL REQUIREMENTS FOR ALL GRANTEES

All activities conducted under this Contract will support the goals and objectives of the National HIV/STD Strategy and the Texas HIV Plan. The goals of the Texas HIV Plan are to increase HIV awareness among members of the public, community leaders, and policy makers, increase access to HIV prevention efforts for communities and groups at highest risk, successfully diagnose all HIV infections, increase timely linkage to HIV-related treatment for those newly diagnosed with HIV, increase continuous participation in systems of treatment among people living with HIV, and increase viral suppression among people living with HIV.

Grantees for **ALL** activities funded under this award will:

A. Conduct Human Immunodeficiency Virus (HIV) Prevention activities in accordance with the Department of State Health Services (DSHS) RFA #HHS0000778 to ensure HIV Prevention services are provided to persons at greatest risk of acquiring and/or transmitting HIV infection as directed by DSHS;

B. Comply with the terms of the approved Work Plan for this Contract;

C. Comply with all applicable state and federal policies, standards and guidelines, including, but not limited to:

   1. DSHS HIV and STD Program Operating Procedures and Standards (POPS), including any revision, located at https://dshs.texas.gov/hivstd/pops/;
   2. DSHS TB/HIV/STD Confidential Information Security policy, TB/HIV/STD Breach of Confidentiality Response Policy, and Breach Report Form/Breach Report Instructions, located at: https://www.dshs.texas.gov/hivstd/policy/security.shtm;
   3. Any letters or memos with additional directions and policies issued by DSHS; and
   4. All the above-named applicable documents are incorporated herein by reference and made a part of this Contract. Grantee will receive advance written approval from DSHS before varying from any of these requirements and will 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);

D. Comply with all applicable federal and state regulations and statues, including, but not limited to:

   1. Chapters 81 and 85 of the Texas Health and Safety Code;
   2. Chapter 93 of the Texas Health and Safety Code (relating to Education and Prevention Programs for Hepatitis C); and
   3. Title 25 of the Texas Administrative Code (TAC) Chapters 97 and 98, Subchapter B;

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E. Comply with the Texas Health and Safety Code, §85.085, Physician Supervision of Medical Care, to ensure a licensed physician supervises any medical care or procedure (including HIV testing) provided as part of activities conducted under this Contract;

F. Ensure activities begin no later than 90 days following the Contract start date;

G. Submit data on program activities and client contacts using timelines, systems and formats specified by DSHS;

H. Use collected data, together with input from clients and stakeholders, to improve services and assure they meet intended outcomes and emerging needs of the priority population(s);

I. 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 services (refer to Section III. Program Data Reporting, Security and Confidentiality Requirements);

J. Participate in local HIV planning and evaluation activities and in local efforts to coordinate HIV prevention and treatment services;

K. Maintain formal agreements that include active collaboration and coordination with local providers of services that are relevant to the needs of the client;

L. Ensure staff and volunteers are appropriately and adequately trained to provide relevant services. Participate in DSHS-identified trainings and coaching sessions as directed by DSHS (refer to Section VI. Training Requirements for additional details);

M. Cooperate with any DSHS-funded activities to raise awareness of HIV, promote prevention services, and encourage testing and use of pre-exposure prophylaxis (PrEP) and non-occupational post-exposure prophylaxis (nPEP);

N. Participate in Data to Care activities as requested by local health departments and DSHS;

O. 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 will 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 populations(s);

P. Make free condoms readily available to clients;

Q. 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 found at https://www.dshs.texas.gov/hivstd/info/pmrp.shtm;

R. Perform other activities as may be reasonably requested by DSHS to meet the goals of the Texas HIV Plan; and

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S. Ensure that content in publications partially or fully funded by this award is verified by DSHS and that DSHS is acknowledged.

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

II. FUNDING OPPORTUNITY-SPECIFIC REQUIREMENTS

A. Core HIV Prevention

Grantee will:

1. Implement the following four components of a core HIV prevention program:
    a. Engagement of groups and communities to be served;
    b. Condom distribution;
    c. Focused HIV and syphilis testing and tailored health education; and
    d. Linkage/enrollment in medical care for clients who are living with HIV, and referral to PrEP and nPEP and other needed services for clients with a negative HIV test result who are at a higher risk for acquiring HIV;
2. Provide outreach and education to the priority population(s) identified in the approved Work Plan;
3. Engage in active recruitment and outreach strategies that include traditional outreach, social network activities, and the use of social media platforms;
4. Maintain a Community Advisory Board to assist with programmatic decision-making;
5. Maintain a condom distribution program with the essential elements described in the DSHS POPS https://www.dshs.texas.gov/hivstd/pops/;
6. Establish and maintain focused HIV testing programs that expand the availability of HIV testing to the proposed priority population(s). Grantee will use a combination of strategies to encourage testing, such as offering testing in a variety of settings, providing testing to couples, using tangible reinforcements, or using text messages or other electronic communication to provide testing reminders;
7. Ensure that syphilis testing is provided to all individuals testing for HIV unless the client refuses. Grantee will consider collecting specimens for:
    a. Other Sexually Transmitted Infections (STI) (including specimens for extra genital screening for chlamydia and gonorrhea); and/or
    b. Hepatitis C antibody testing for at-risk population(s);

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8. Maintain a valid Clinical Laboratory Improvement Amendment (CLIA) Certificate of Waiver if performing rapid testing;

9. Ensure that HIV testing programs include all required components of a testing session as described in the DSHS POPS, Chapters 1 and 2;

10. Implement testing processes that follow the requirements in DSHS Policy 2013.02 (https://www.dshs.texas.gov/hivstd/policy/policies/2013-02.shtm);

11. Ensure that all pregnant women who do not report being in prenatal care are actively referred to prenatal care;

12. Ensure clients receive their HIV test results in a timely and appropriate manner;

13. Ensure that clients with negative HIV test results receive information on PrEP and nPEP. Ensure referrals are made to these and other needed health and social services as appropriate;

14. Ensure positive HIV test results are given in person in accordance with Texas Health and Safety Code §81.109;

15. 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 DSHS POPS;

16. 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. Grantee is responsible for confirming clients are linked to care; and

17. Address barriers to successful linkage to HIV medical care and coordinate with area providers that offer services to facilitate access to HIV-related care.

B. PrEP and nPEP

Grantee will:

1. Deliver each of the program components listed below:
    a. Promotion of PrEP/nPEP through community education and awareness activities;
    b. Promotion of adoption of PrEP/nPEP by local clinical providers; and
    c. Delivery of PrEP/nPEP clinical and client support services;

2. Tailor education and recruitment efforts to the priority population(s) identified in the approved Work Plan;

3. Assess awareness of PrEP/nPEP and barriers to use in each priority population(s);

4. Raise awareness of PrEP and nPEP and address barriers to these services, and engage in active client outreach and recruitment, which will include online and social media

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activities;

5. Create or expand existing partnerships with Community Based Organizations (CBOs), Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ) organizations, private health care providers, clinics, DIS, and community health centers to increase access to PrEP and nPEP;

6. Maintain a Community Advisory Board to assist with programmatic decision-making;

7. Undertake activities to increase the number of clinical providers in the community who prescribe PrEP or nPEP;

8. Implement supportive services and activities using patient flows and staff roles that best serve clients and best fit their organizational structure and staffing;

9. Provide PrEP and nPEP services in accordance with the most current CDC guidelines for PrEP and nPEP;

10. Conduct initial and follow-up laboratory testing as recommended in treatment guidelines, with more frequent STI testing as needed. Grantee will prescribe medications following treatment guidelines;

11. Develop patient care protocols, policies, and procedures, and share these with other stakeholders and providers;

12. Track clients who have completed their nPEP regimen and how they will be linked to PrEP services;

13. Ensure that clinical PrEP and nPEP services include formal intake and eligibility determination processes;

14. 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;

15. Provide clinical services staff appropriate supervision;

16. Not use DSHS funds to pay for PrEP or nPEP medications, although funds may be used to pay for clinical staff time (through salary or contract) and medical testing;

17. 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;

18. Ensure staff assist with obtaining treatment medications. This includes understanding how pharmacy benefits are typically structured in public and private insurance plans and being able to assist clients with accessing these benefits. For uninsured clients, staff will aid with applying to local medical assistance programs or patient assistance programs offered by drug manufacturers and should screen for eligibility for public insurance;

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19. Assess client needs for HIV prevention, medical services, and social services by examining social and ecological factors that increase vulnerability to HIV; and

20. Ensure staff will work with clients to promote adherence to treatment instructions.

III. TANGIBLE REINFORCEMENTS

Grantee will:

A. Receive approval for tangible reinforcements in advance, in writing, by DSHS Program. Funds may be used to purchase tangible reinforcements (bus tokens, movie gift cards, food gift cards, t-shirts, grocery store gift cards, etc.) to encourage at-risk clients to participate in prevention programs; and

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

IV. PROGRAM DATA REPORTING, SECURITY AND CONFIDENTIALITY REQUIREMENTS

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

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

Grantee will:

A. Follow requirements for prevention data collection, submission and quality assurance found in the DSHS data workplan located on the DSHS data resource website page at

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https://www.dshs.texas.gov/hivstd/fieldops/prevdata.shtm;

B. Submit data on program activities and client contacts using systems, formats and submission deadlines specified by DSHS. DSHS may change the program reporting requirements or formats during the project period based on program evaluation or reporting needs;

C. Ensure that data submitted to DSHS is complete and accurate. Grantee will conduct data quality assurance prior to monthly submissions following the DSHS workplan quality assurance procedures. Data quality assurance activities will be documented and made available for review by DSHS staff upon request;

D. Protect the security of program reporting data and the confidentiality of client information;

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

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

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

H. Ensure data entered into program reporting systems is input only by properly authorized staff;

I. Assure data integrity is maintained and that data entered in program reporting systems is entered accurately;

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

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

L. Ensure data is accessed only by authorized persons;

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

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

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

P. Protect data transported within your entity or to external parties consistent with the

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constraints and requirements listed herein;

Q. 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;

R. 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;

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

T. Require each individual member of Grantee's staff, and volunteers, to sign an agreement pledging to abide by Grantee's policies and procedures pertaining to data security and client privacy. Grantee will maintain these written agreements and make them available upon request to DSHS in a timely manner;

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

V. Develop a personnel sanction policy to hold Grantee staff and volunteers and subgrantee staff responsible for any violations of these policies. If Grantee uses subgrantees: Grantee accepts full responsibility and accountability for each subgrantee's performance under this Contract including all provisions related to confidentiality;

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

X. Comply with DSHS efforts to maintain lists of staff under this Contract authorized to use the program reporting systems;

Y. Immediately report breaches of confidentiality involving the program data reporting systems to DSHS, and fully assist DSHS in any investigation resulting from such breach;

Z. Comply with all requests by DSHS to inspect, or require copies of, any of the documentation referenced herein at any time, and comply with such requests in a timely manner. All documentation under this Contract will be readily available for inspection by DSHS staff during site visits;

AA. Use data collected through the above mechanisms for program planning, evaluation, quality assurance, and monitoring, consistent with confidentiality restrictions in state and federal law. Grantee will use evaluation, quality assurance and monitoring of data to make appropriate adjustments to program activities so that the Grantee performs quality services and meets performance standards; and

BB. A minimum of 10% of the total Contract amount will be dedicated to planning, reporting,

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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.

V. PROGRAM MONITORING AND PROGESS REPORTS

Grantee will:

A. Along with each subgrantee or volunteer, if applicable, cooperate with the direct monitoring by DSHS. Monitoring will be conducted via site visits and may be announced or unannounced. This monitoring may consist of the review of records and reports, interviews of staff, required forms, educational materials, and other materials pertaining to this project, including testing documents (if applicable);

B. Submit required Interim and Annual Progress Reports in a format approved by DSHS, and by deadlines given by DSHS, that include a cumulative data summary of its compliance with the performance measures for the appropriate activities detailed in Section VIII, Performance Measures, below and a detailed response to all items listed in the report;

C. Provide the above-referenced reports to hivstdreport.tech@dshs.texas.gov with a copy to the designated DSHS HIV/STD Program Consultant and the Public Health Regional HIV/STD Program Manager/Coordinator by the following dates: July 31, 2020, and January 31, 2021;

D. Provide to the DSHS Program Consultant and appropriate Contract Management Section staff, the names of the contact person(s) responsible for programmatic concerns and all communications regarding this program, the contact person for fiscal issues, and the names of the contact persons for each of the subgrantees (if applicable);

E. Maintain expertise in any subcontracted project content, protocols and methods, and provide technical assistance to subgrantee staff as needed; and

F. Along with any relevant subgrantee(s) or volunteer(s), cooperate with DSHS policies for addressing all concerns or problems identified during the Contract period.

G. If Grantee performance is deficient, DSHS will notify the Grantee in writing. The Program Consultant will identify the corrective action required by the Grantee to address the deficiency. The Program Consultant will deliver, or coordinate the delivery of, additional technical assistance to support the Grantee in taking the corrective action. If the corrective action is successful in resolving the problem, DSHS will notify the Grantee in writing that resolution has been achieved. If the corrective action is unsuccessful in resolving the problem, DSHS has all the following options:

1. Revise deliverables (e.g., requiring Grantee to report with increased frequency);
2. Require the Grantee to provide a revised staffing plan that demonstrably supports the realization of program requirements;

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3. Progressively reduce the total Contract amount in response to repeated failures to comply with requirements;
4. Suspend payment on the Contract pending correction of the deficiency by the Grantee; or
5. Terminate the Contract.

VI. QUALITY ASSURANCE ACTIVITIES

Grantees that enter into contracts with subgrantees are entirely responsible to DSHS for the performance of those subgrantees. If subgrantees are used, Grantee is expected to adequately monitor the implementation of interventions and other funded activities under this Contract, the efficient and effective use of resources by the subgrantees(s), and the capacity and performance of subgrantee staff implementing interventions and other funded activities under this Contract and ensure that subgrantees are properly collecting and reporting data. DSHS staff may also monitor the subgrantees' activities and conduct periodic site visits, with notification to the Grantee.

Grantee will:

A. Ensure that performance of activities under this Contract is of a high quality and consistent with all the requirements of this Contract, to meet DSHS' high performance expectations;

B. Implement an orientation plan for Grantee's new staff (i.e., new hires involved in activities funded under this Contract), which will be reviewed by DSHS staff during monitoring visits. The plan will be consistent with all the terms of this Contract;

C. Solicit feedback (e.g., client surveys) from clients being served by Grantee 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 will be available for review during DSHS site visits;

D. Designate and train staff to be responsible for quality assurance activities, including ensuring accurate and consistent data collection and reporting;

E. Follow DSHS POPS Section 1.9 for quality assurance requirements for focused HIV testing;

F. Maintain written monitoring and evaluation records of all staff involved in Contract activities, including those of subgrantees. DSHS 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, is subject to review by DSHS Program during program reviews and at any other time.

VII. TRAINING REQUIREMENTS

Grantee will:

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A. Authorize and require staff to attend training, conferences, and meetings as directed by DSHS;

B. Appropriately budget funds in order to meet training requirements in a timely manner, and ensure staff and volunteers are trained as specified in the training requirements listed at https://www.dshs.texas.gov/hivstd/training/ and as otherwise specified by DSHS. Grantee will document that these training requirements are met; and

C. Ensure that staff hired for HIV and syphilis testing are trained to perform blood draws within three (3) months of employment.

VIII. PERFORMANCE MEASURES

The following performance measures will be used to assess, in part, Grantee's effectiveness in providing the services described in this Contract, without waiving the enforceability of any of the other terms of the Contract.

Performance of Grantee, including, but not limited to, compliance with Program policies and procedures referenced herein, 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 will constitute a breach of contract.

A. Core HIV Prevention

Grantee will:

1. Ensure at least 95% of clients testing positive for HIV will receive results counseling;

2. Ensure at least 90%* of clients newly diagnosed with HIV will be linked to HIV-related medical care within 3 months;
   * *While the goal is to link 100% of persons living with HIV to HIV medical care, this performance measure reflects DSHS minimum performance standards.*

3. Ensure the required new diagnoses rate is achieved:
   a. Area 1 – 1.4%;
   b. Area 2 – 1.2%; and
   c. Area 3 – 0.9%;

4. Conduct 850 tests by the end of the Contract term;

5. Identify 12 newly diagnosed people living with HIV by the end of the Contract term;

6. Conduct 650 tests for the identified priority population(s) by the end of the Contract term; and

7. Ensure 75,000 condoms are distributed by the end of the Contract term.

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B. PrEP and nPEP

Grantee will:

1. Ensure 12 planned activities are conducted to engage members of the identified priority population(s) in PrEP and nPEP outreach, education and recruitment by the end of the Contract term;

2. Ensure 8 clinical providers are reached through PrEP/nPEP education and outreach activities by the end of the Contract term; and

3. Ensure 60 members of the identified priority population(s) are prescribed a PrEP regime by the end of the Contract term.

IX. INVOICE AND PAYMENT

Grantee will:

A. Request payments monthly using the State of Texas Purchase Voucher (Form B-13) at http://www.dshs.texas.gov/grants/forms.shtm, the Voucher Support Form and acceptable supporting documentation for reimbursement of the required services/deliverables. Grantees are required to identify expenditures by budget category and funding code. Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below:

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

B. Be paid on a cost reimbursement basis and in accordance with the Budget in Attachment B of this Contract.

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ATTACHMENT B
BUDGET
Contract No. HHS000077800023

Categorical Budget:

PERSONNEL	$197,386.00
FRINGE BENEFITS	$85,547.00
TRAVEL	$29,341.00
EQUIPMENT	$0.00
SUPPLIES	$32,526.00
CONTRACTUAL	$0.00
OTHER	$5,200.00
TOTAL DIRECT CHARGES	$350,000.00
INDIRECT CHARGES	$0.00
TOTAL	**$350,000.00**

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ATTACHEMENT C
HHSC UNIFORM TERMS AND CONDITIONS – GRANT

HHSC Uniform Terms and Conditions Version 2.16
Published and Effective: March 26, 2019
Responsible Office: Chief Counsel



Health and Human Services Commission

HHSC Uniform Terms and Conditions - Grant

Version 2.16.1

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the Parties, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters.

"Attachment" means documents, terms, conditions, or information added to this Contract following the Signature Document or included by reference, and made a part of this Contract.

"Contract" means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference for all purposes.

"Deliverable" means the work product(s), including all reports and project documentation, required to be submitted by Grantee to the System Agency.

"Effective Date" means the date agreed to by the Parties as the date on which the Contract takes effect.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Contract. May also be referred to as "Contractor" in certain attachments.

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

"HUB" means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

"Intellectual Property Rights" means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
iv. domain name registrations; and
v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

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"Mentor Protégé" means the Comptroller of Public Accounts' leadership program found at: http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

"Program" means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

"Project" means specific activities of the Grantee that are supported by funds provided under this Contract.

"Public Information Act" or "PIA" means Chapter 552 of the Texas Government Code.

"Signature Document" means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

"Solicitation" or "Request for Applications (RFA)" means the document (including all amendments and attachments) issued by the System Agency under which applications for Program funds were requested, which is incorporated by reference for all purposes in its entirety.

"Solicitation Response" or "Application" means Grantee's full and complete response (including any attachments and addenda) to the Solicitation, which is incorporated by reference for all purposes in its entirety.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

"Statement of Work" means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

"System Agency" means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, authorized representatives and designees of those agencies. These agencies include: HHSC and the Department of State Health Services.

"Technical Guidance Letter" or "TGL" means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

"Work Product" means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee's performance of its duties under the Contract or through use of any funding provided under this Contract.

"Uniform Grant Management Standards" or "UGMS" means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas

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Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies.

1.2 INTERPRETIVE PROVISIONS

A. The meanings of defined terms include the singular and plural forms.
B. The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
C. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.
D. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
E. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
F. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
G. All Attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
H. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
I. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
J. Time is of the essence in this Contract.

ARTICLE II. PAYMENT METHODS AND RESTRICTIONS

2.1 PAYMENT METHODS

A. Except as otherwise provided by this Contract, the payment method will be one or more of the following:
   i. Cost Reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
   ii. Unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
   iii. Advance payment. This payment method is based on disbursal of the minimum necessary funds to carry out the Program or Project where the Grantee has

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implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law, state and federal regulations, and at the sole discretion of the System Agency.

B. Grantee shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.2 FINAL BILLING SUBMISSION

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following the end of the term of the Contract. Reimbursement or payment requests received after the deadline may not be paid.

2.3 FINANCIAL STATUS REPORTS (FSRS)

Except as otherwise provided, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to System Agency by the last business day of the month following the end of each quarter for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.4 USE OF FUNDS

Grantee shall expend funds under this Contract only for approved services and for reasonable and allowable expenses directly related to those services.

2.5 USE FOR MATCH PROHIBITED

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.6 PROGRAM INCOME

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use Program Income, as provided in UGMS Section III, Subpart C, .25(g)(2), to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Contract, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Contract term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Contract.

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2.7 NONSUPPLANTING

Grant funds may be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds in place to support current programs and related activities.

2.8 ALLOWABLE COSTS

Allowable Costs are restricted to costs that comply with the Texas Uniform Grant Management Standards (UGMS) and applicable state and federal rules and law. The Parties agree that all the requirements of the UGMS apply to this Contract, including the criteria for Allowable Costs. Additional federal requirements apply if this Contract is funded, in whole or in part, with federal funds.

2.9 INDIRECT COST RATES

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable contracts. Grantee will provide the necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and Uniform Grant Management Standards (UGMS).

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 FUNDING

This Contract is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability of state funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Grantee's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages, that are caused or associated with such termination, or cancellation, and System Agency will not be required to give prior notice.

3.2 NO DEBT AGAINST THE STATE

This Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBT AND DELINQUENCIES

Grantee agrees that any payments due under the Contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

3.4 RECAPTURE OF FUNDS

A. At its sole discretion, the System Agency may i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s), or ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice -

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any funds erroneously paid by System Agency which are not expressly authorized under the Contract.

B. "Overpayments" as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

A. System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include, but are not limited to:

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local, and Tribal Governments	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

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For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles and Procedures, or Uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

B. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 AUDITS AND FINANCIAL STATEMENTS

A. Audits
   i. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee will be subject to the sanctions and remedies for non-compliance with this Contract.
   ii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.
   iii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in state funds awarded, Grantee shall have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and UGMS.
   iv. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits.
   v. Each Grantee that is required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS.

B. Financial Statements
   Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements.

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4.3 Submission of Audits and Financial Statements

A. Audits

Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit electronically one copy of the single audit or program-specific audit to the System Agency via:

i. HHS portal at: or,
https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau

ii. Email to: single_audit_report@hhsc.state.tx.us.

B. Financial Statements

Due no later than nine months after the Grantee's fiscal year end, Grantees which are not required to submit an audit, shall submit electronically financial statements via:

i. HHS portal at:
https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau; or,

ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the Grantee has reviewed the General Affirmations and that Grantee is in compliance with all requirements.

5.2 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Grantee has reviewed the Federal Assurances and that Grantee is in compliance with all requirements.

5.3 Federal Certifications

Grantee further certifies that, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, the Grantee has reviewed the Federal Certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Contract.

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 Ownership of Work Product

All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated

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therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing. Grantee agrees to execute all papers and to perform such other property rights as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.

6.2 GRANTEE'S PRE-EXISTING WORKS

To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Contract ("**Incorporated Pre-existing Works**"), Grantee retains ownership of such Incorporated Pre-existing Works, and Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

6.3 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this **Article VI**.

6.4 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Contract or upon System Agency's request, Grantee shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Contract. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Contract without the prior written consent of System Agency.

6.5 SURVIVAL

The provisions and obligations of this **Article VI** survive any termination or expiration of the Contract.

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ARTICLE VII. RECORDS, AUDIT, AND DISCLOSURE

7.1 Books and Records

Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee shall maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the Contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.2 Access to Records, Books, and Documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee shall produce original documents related to this Contract. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.3 Response/Compliance with Audit or Inspection Findings

A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.

B. As part of the services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Contract.

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7.4 SAO AUDIT

A. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

B. Grantee shall comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

7.5 CONFIDENTIALITY

Grantee shall maintain as confidential, and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This section will survive termination or expiration of this Contract.

ARTICLE VIII. CONTRACT REMEDIES AND EARLY TERMINATION

8.1 CONTRACT REMEDIES

To ensure Grantee's full performance of the Contract and compliance with applicable law, the System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to:

i. suspending all or part of the Contract;
ii. requiring the Grantee to take specific actions in order to remain in compliance with the Contract;
iii. recouping payments made by the System Agency to the Grantee found to be in error;
iv. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
v. imposing any other remedies, sanctions or penalties authorized under this Contract or permitted by federal or state statute, law, regulation or rule.

8.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination. The System Agency's right to terminate the Contract for convenience is cumulative of all rights and remedies which exist now or in the future.

8.3 TERMINATION FOR CAUSE

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

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i. **Material Breach**
The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, in its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's Solicitation Response, if any, or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

ii. **Failure to Maintain Financial Viability**
The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

ARTICLE IX. MISCELLANEOUS PROVISIONS

9.1 AMENDMENT

The Contract may only be amended by an Amendment executed by both Parties.

9.2 INSURANCE

A. Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

B. These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.3 LEGAL OBLIGATIONS

Grantee shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee shall be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

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9.4 PERMITTING AND LICENSURE

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Contract. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Contract.

9.5 INDEMNITY

A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

B. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLEGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.

C. For the avoidance of doubt, System Agency shall not indemnify Grantee or any other entity under the Contract.

9.6 ASSIGNMENTS

A. Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

B. Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

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9.7 Independent Contractor

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Contract. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. Should Grantee subcontract any of the services required in the Contract, Grantee expressly understands and acknowledges that in entering such subcontract(s), System Agency is in no manner liable to any Subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Contract. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Contract shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

9.8 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during work performance in the form of a Technical Guidance Letter (TGL). A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference for all purposes when it is issued.

9.9 Dispute Resolution

A. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the Contract.

B. If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

9.10 Governing Law and Venue

The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

9.11 Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-

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enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

9.12 SURVIVABILITY

Expiration or termination of the Contract for any reason does not release Grantee from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

9.13 FORCE MAJEURE

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

9.14 NO WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Contract shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

9.15 PUBLICITY

A. Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

B. Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

C. Contractor is prohibited from using the Work for any Contractor or third party marketing, advertising, or promotional activities, without the prior written consent of System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Contractor's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Contractor as part of the Work.

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9.16 PROHIBITION ON NON-COMPETE RESTRICTIONS

Grantee shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.17 NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in the Contract will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract.

9.18 ENTIRE CONTRACT AND MODIFICATION

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible.

9.19 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.20 PROPER AUTHORITY

Each Party represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract.

9.21 E-VERIFY PROGRAM

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

i. all persons employed to perform duties within Texas during the term of the Contract; and
ii. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Contract within the United States of America.

9.22 CIVIL RIGHTS

A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
   ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
   iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);

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v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Contract.

B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to 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.

D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://hhscx.hhsc.texas.gov/system-support- services/civil-rights/publications

E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.

G. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Contract. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

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9.23 SYSTEM AGENCY DATA

As between the Parties, all data and information acquired, accessed, or made available to Contractor by or through System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Contractor in the course of providing data processing services in connection with Contractor's performance hereunder, (the "**System Agency Data**"), is owned solely by System Agency. Contractor has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Contractor to fulfill its obligations under the Contract or as authorized in advance in writing by System Agency. For the avoidance of doubt, Contractor is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.

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ATTACHMENT D
SUPPLEMENTAL AND SPECIAL CONDITIONS

SUPPLEMENTAL CONDITIONS

There are no Supplemental Conditions for this Contract that modifies this Contract's HHS Uniform Terms and Conditions.

SPECIAL CONDITIONS

SECTION 1.01 NOTICE OF CONTRACT ACTION

Grantee shall notify their assigned contract manager if Grantee has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within five days of becoming aware of the action and include the following:

a. Reason for such action;
b. Name and contact information of the local, state or federal department or agency or entity;
c. Date of the contract;
d. Date of suspension or termination; and
e. Contract or case reference number.

SECTION 1.02 NOTICE OF BANKRUPTCY

Grantee shall notify in writing its assigned contract manager of its plan to seek bankruptcy protection within five days of such action by Grantee.

SECTION 1.03 NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS

a. Grantee shall immediately report in writing to their contract manager when Grantee has knowledge or any reason to believe that they or any person with ownership or controlling interest in the organization/business, or their agent, employee, contractor or volunteer that is providing services under this Contract has:

    1. Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or
    2. Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.

b. Grantee shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

Section 1.04 Grantee's Notification of Change of Contact Person or Key Personnel

The Grantee shall notify in writing their contract manager assigned within ten days of any change to the Grantee's Contact Person or Key Personnel.

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SECTION 1.05 NOTICE OF IRS OR TWC INSOLVENCY

Grantee shall notify in writing their assigned contract manager their insolvency, incapacity or outstanding unpaid obligations to the Internal Revenue Service (IRS) or Texas Workforce Commission within five days of the date of becoming aware of such.

SECTION 1.06 DISASTER SERVICES

In the event of a local, state, or federal emergency, including natural, man- made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster by the appropriate federal official, Grantee may be called upon to assist the System Agency in providing the following services:

a. Community evacuation;
b. Health and medical assistance;
c. Assessment of health and medical needs;
d. Health surveillance;
e. Medical care personnel;
f. Health and medical equipment and supplies;
g. Patient evacuation;
h. In-hospital care and hospital facility status;
i. Food, drug and medical device safety;
j. Worker health and safety;
k. Mental health and substance abuse;
l. Public health information;
m. Vector control and veterinary services; and
n. Victim identification and mortuary services.

SECTION 1.07 CONSENT BY NON-PARENT OR OTHER STATE LAW TO MEDICAL CARE OF A MINOR

Unless a federal law applies, before a Grantee or its contractor can provide medical, dental, psychological or surgical treatment to a minor without parental consent, informed consent must be obtained as required by Texas Family Code Chapter 32.

SECTION 1.08 TELEMEDICINE/TELEPSYCHIATRY MEDICAL SERVICES

If Grantee or its Contractor uses telemedicine/telepsychiatry, these services shall be in accordance with the Grantee's written procedures. Grantee must use a protocol approved by Grantee's medical director and equipment that complies with the System Agency equipment standards, if applicable. Grantee's procedures for providing telemedicine service must include the following requirements:

a. Clinical oversight by Grantee's medical director or designated physician responsible for medical leadership;
b. Contraindication considerations for telemedicine use;
c. Qualified staff members to ensure the safety of the individual being served by telemedicine at the remote site;
d. Safeguards to ensure confidentiality and privacy in accordance with state and federal laws;
e. Use by credentialed licensed providers providing clinical care within the scope of their licenses;
f. Demonstrated competency in the operations of the system by all staff members who are

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involved in the operation of the system and provision of the services prior to initiating the protocol;

g. Priority in scheduling the system for clinical care of individuals;
h. Quality oversight and monitoring of satisfaction of the individuals served; and
i. Management of information and documentation for telemedicine services that ensures timely access to accurate information between the two sites. Telemedicine Medical Services does not include chemical dependency treatment services provided by electronic means under 25 Texas Administrative Code Rule § 448.911.

SECTION 1.09 SERVICES AND INFORMATION FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

a. Grantee shall take reasonable steps to provide services and information both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits and activities.
b. Grantee shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter.
c. Grantee shall make every effort to avoid use of any persons under the age of 18 or any family member or friend of the client as an interpreter for essential communications with a client with limited English proficiency, unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

SECTION 1.10 THIRD PARTY PAYORS

Except as provided in this Contract, Grantee shall screen all clients and may not bill the System Agency for services eligible for reimbursement from third party payors, who are any person or entity who has the legal responsibility for paying for all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other federal, state, local and private funding sources.

As applicable, the Grantee shall:

a. Enroll as a provider in Children's Health Insurance Program and Medicaid if providing approved services authorized under this Contract that may be covered by those programs and bill those programs for the covered services;
b. Provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs;
c. Allow clients that are otherwise eligible for System Agency services, but cannot pay a deductible required by a third-party payor, to receive services up to the amount of the deductible and to bill the System Agency for the deductible;
d. Not bill the System Agency for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted;
e. Maintain appropriate documentation from the third-party payor reflecting attempts to obtain reimbursement;

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f. Bill all third-party payors for services provided under this Contract before submitting any request for reimbursement to System Agency; and
g. Provide third party billing functions at no cost to the client**.**

SECTION 1.11 HIV/AIDS MODEL WORKPLACE GUIDELINES

Grantee shall implement System Agency's policies based on the Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS), AIDS Model Workplace Guidelines for Businesses at http://www.dshs.state.tx.us/hivstd/policy/policies.shtm, State Agencies and State Grantees Policy No. 090.021.

Grantee shall also educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Texas. Health & Safety Code §§ 85.112-114.

SECTION 1.12 MEDICAL RECORDS RETENTION

Grantee shall retain medical records in accordance with 22 TAC §165.1(b) or other applicable statutes, rules and regulations governing medical information.

SECTION 1.13 NOTICE OF A LICENSE ACTION

Grantee shall notify their contract manager of any action impacting its license to provide services under this Contract within five days of becoming aware of the action and include the following:

a. Reason for such action;
b. Name and contact information of the local, state or federal department or agency or entity;
c. Date of the license action; and
d. License or case reference number.

SECTION 1.14 INTERIM EXTENSION AMENDMENT

a. Prior to or on the expiration date of this Contract, the Parties agree that this Contract can be extended as provided under this Section.
b. The System Agency shall provide written notice of interim extension amendment to the Grantee under one of the following circumstances:

    1. Continue provision of services in response to a disaster declared by the governor; or
    2. To ensure that services are provided to clients without interruption.

c. The System Agency will provide written notice of the interim extension amendment that specifies the reason for it and period for the extension.
d. Grantee will provide and invoice for services in the same manner that is stated in the Contract.
e. An interim extension under Section (b)(1) above shall extend the term of the contract not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period.
f. An interim extension under Section (b)(2) above shall be a one-time extension for a period determined by the System Agency.

SECTION 1.15 ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY AND SECURITY STANDARDS

a. Applicability:

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The following Electronic and Information Resources (EIR) requirements apply to the Contract because the Grantee performs services that include EIR that the System Agency's employees are required or permitted to access, or members of the public are required or permitted to access.

This Section does not apply to incidental uses of EIR in the performance of the Agreement, unless the Parties agree that the EIR will become property of the State of Texas or will be used by HHSC's clients or recipients after completion of the Agreement.

Nothing in this section is intended to prescribe the use of designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a Product.

b. Definitions:

"Accessibility Standards" means accessibility standards and specifications for Texas agency and institution of higher education websites and EIR set forth in 1 TAC Chapter 206 and/or Chapter 213.

"**Electronic and Information Resources**" means information resources, including information resources technologies, and any equipment or interconnected system of equipment that is used in the creation, conversion, duplication, or delivery of data or information. The term includes telephones and other telecommunications products, information kiosks, transaction machines, Internet websites, multimedia resources, and office equipment, including copy machines and fax machines.

"Electronic and Information Resources Accessibility Standards" means the accessibility standards for electronic and information resources contained in 1 Texas Administrative Code Chapter 213.
"Product" means information resources technology that is or is related to EIR.

"Web Site Accessibility Standards/ Specifications" means standards contained in Volume 1 Tex. Admin. Code Chapter 206(c) Accessibility Requirements.
Under Tex. Gov't Code Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources, the System Agency must procure Products and services that comply with the Accessibility Standards when those Products are available in the commercial marketplace or when those Products are developed in response to a procurement solicitation. Accordingly, Grantee must provide electronic and information resources and associated Product documentation and technical support that comply with the Accessibility Standards.

c. Evaluation, Testing, and Monitoring

1. The System Agency may review, test, evaluate and monitor Grantee's Products and services, as well as associated documentation and technical support for compliance with the Accessibility Standards. Review, testing, evaluation and monitoring may be conducted before and after the award of a contract. Testing and monitoring may include user acceptance testing. Neither the review, testing (including acceptance

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testing), evaluation or monitoring of any Product or service, nor the absence of review, testing, evaluation or monitoring, will result in a waiver of the State's right to contest the Grantee's assertion of compliance with the Accessibility Standards.

2. Grantee agrees to cooperate fully and provide the System Agency and its representatives timely access to Products, records, and other items and information needed to conduct such review, evaluation, testing, and monitoring.

d. Representations and Warranties

1. Grantee represents and warrants that:

i. As of the Effective Date of the Contract, the Products and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the Agreement, unless and to the extent the Parties otherwise expressly agree in writing; and

ii. If the Products will be in the custody of the state or a System Agency's client or recipient after the Contract expiration or termination, the Products will continue to comply with Accessibility Standards after the expiration or termination of the Contract Term, unless the System Agency or its clients or recipients, as applicable, use the Products in a manner that renders it noncompliant.

2. In the event Grantee becomes aware, or is notified that the Product or service and associated documentation and technical support do not comply with the Accessibility Standards, Grantee represents and warrants that it will, in a timely manner and at no cost to the System Agency, perform all necessary steps to satisfy the Accessibility Standards, including remediation, replacement, and upgrading of the Product or service, or providing a suitable substitute.

3. Grantee acknowledges and agrees that these representations and warranties are essential inducements on which the System Agency relies in awarding this Contract.

4. Grantee's representations and warranties under this subsection will survive the termination or expiration of the Contract and will remain in full force and effect throughout the useful life of the Product.

e. Remedies

1. Under Tex. Gov't Code § 2054.465, neither the Grantee nor any other person has cause of action against the System Agency for a claim of a failure to comply with Tex. Gov't Code Chapter 2054, Subchapter M, and rules of the Department of Information Resources.

2. In the event of a breach of Grantee's representations and warranties, Grantee will be liable for direct, consequential, indirect, special, or liquidated damages and any

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other remedies to which the System Agency may be entitled under this Contract and other applicable law. This remedy is cumulative of any other remedies to which the System Agency may be entitled under this Contract and other applicable law.

SECTION 1.16 CHILD ABUSE REPORTING REQUIREMENT

a. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.
b. Grantee shall develop, implement and enforce a written policy that includes at a minimum the System Agency's Child Abuse Screening, Documenting, and Reporting Policy for Grantees/Providers and train all staff on reporting requirements.
c. Grantee shall use the System Agency's Child Abuse Reporting Form located at www.dshs.state.tx.us/childabusereporting as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

SECTION 1.17 GRANTEE'S CERTIFICATION OF MEETING OR EXCEEDING TOBACCO-FREE WORKPLACE POLICY MINIMUM STANDARDS.

Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all the following minimum standards of:

a) Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
b) Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Contract are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
c) Applying to all employees and visitors in this designated area; and
d) Providing for or referring its employees to tobacco use cessation services.

If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

SECTION 1.18 PROGRAM EQUIPMENT, PROGRAM SUPPLIES, PROPERTY MANAGEMENT AND REPORTING.

a. Grantee shall initiate the purchase of all Equipment approved in writing by the System Agency in the first quarter of the Contract term, as applicable. Failure to timely initiate the purchase of Equipment may result in the loss of availability of funds for the purchase of Equipment. Requests to purchase previously approved Equipment after the first quarter in the Contract must be submitted to the assigned System Agency contract manager.
b. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of $500 or more, but less than $5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered Supplies.

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c. Grantee shall maintain an inventory of Equipment, supplies defined as Controlled Assets, and real property and submit an annual cumulative report of the equipment and other property on HHS System Agency Grantee's Property Inventory Report to the assigned System Agency contract manager by e-mail not later than October 15 of each year.

d. System Agency funds must not be used to purchase buildings or real property without prior written approval from the System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

e. At the expiration or termination of this Contact for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to System Agency. Title may be transferred to any other party designated by System Agency. The System Agency may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.

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ATTACHMENT E
FEDERAL ASSURANCES AND LOBBYING FORM

View Burden Statement

OMB Number: 4040-0007
Expiration Date: 02/28/2022

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.

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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
DocuSigned by: kp George EC46587DD8BD433...	County Judge
APPLICANT ORGANIZATION	DATE SUBMITTED
Fort Bend County	November 26, 2019

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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: Fort Bend County

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: * First Name: KP Middle Name:

* Last Name: George Suffix:

* Title: County Judge

* SIGNATURE: DocuSigned by: KP George FS46597DD2E5493... * DATE: November 26, 2019

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ATTACHMENT F
FFATA CERTIFICATION

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.***

Legal Name of Contractor: Fort Bend County	**FFATA Contact # 1 Name, Email and Phone Number:** Humera Ansari humera.ansari@fortbendcountytx.gov 281-344-3978
Primary Address of Contractor: 301 Jackson St Richmond, Texas 77469-3108	**FFATA Contact #2 Name, Email and Phone Number:** Linda Rosenberg linda.rosenberg@fortbendcountytx.gov 281-633-7680
ZIP Code: 9-digits Required www.usps.com 77469-3108 -	**DUNS Number: 9-digits Required www.sam.gov** 081497075
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits 74600196920 31	

Printed Name of Authorized Representative KP George	**Signature of Authorized Representative** DocuSigned by: KP George F546587DD2BD433...
Title of Authorized Representative County Judge	**Date** November 26, 2019

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Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

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.

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year? ☐ Yes ☒ No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.
If your answer is "No", answer questions "A" and "B".

A. 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

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

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. 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 your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

Provide compensation information here:

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ATTACHMENT G

HHS DATA USE AGREEMENT

This Data Use Agreement ("DUA"), effective as of the date the Base Contract into which it is incorporated is signed ("Effective Date"), is entered into by and between a Texas Health and Human Services Enterprise agency ("HHS"), and the Contractor identified in the Base Contract, a political subdivision of the State of Texas ("CONTRACTOR.

ARTICLE 1.
PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR's rights and obligations with respect to the Confidential Information. ***45 CFR 164.504(e)(1)-(3)***. 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 Business Associates 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 of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2.
DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the meanings set forth in the following: Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

"Authorized Purpose" means the specific purpose or purposes described in the Statement of Work of 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;

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(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.

"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, for an Authorized Purpose, create, receive, maintain, use, disclose or have access to, that consists of or includes any or all of the following:

(1) Client Information;

(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information (herein "PHI");

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Individually Identifiable Health Information as related to HIPAA, Texas HIPAA and Personal Identifying Information under the Texas Identity Theft Enforcement and Protection Act;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(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.

"Legally Authorized Representative" of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; and Estates Code Ch. 752.

ARTICLE 3.
CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

3.01 Obligations of CONTRACTOR

CONTRACTOR agrees that:

(A) CONTRACTOR will 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 any portion of the Confidential Information from being used in

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a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. ***45 CFR 164.502(b)(1); 45 CFR 164.514(d)***

(B) Except as Required by Law, CONTRACTOR will not disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors (as defined in ***45 C.F.R. 160.103***) of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out CONTRACTOR's obligations in connection with the Authorized Purpose.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. ***45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101***

All of CONTRACTOR's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources or offered under Texas Government Code Sec. 2054.519(f).

(C) CONTRACTOR will 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 will maintain evidence of sanctions and produce it to HHS upon request.***45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)***

(D) CONTRACTOR will not, except as otherwise permitted by this DUA, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying either HHS or CONTRACTOR's own legal counsel to determine whether CONTRACTOR should object to the disclosure or access and seek appropriate relief. CONTRACTOR will maintain an accounting of all such requests for disclosure and responses and provide such accounting to HHS within 48 hours of HHS' request. ***45 CFR 164.504(e)(2)(ii)(A)***

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. ***45 CFR 164.502(d)(2)(i) and (ii)*** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. ***45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002***

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information to carry out CONTRACTOR's obligations in connection with the Authorized Purpose on behalf of CONTRACTOR, unless Subcontractor agrees to comply

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with all applicable laws, rules and regulations. ***45 CFR 164.502(e)(1)(ii); 164.504(e)(1)(i) and (2).***

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. ***45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.***

(H) If CONTRACTOR maintains PHI in a Designated Record Set which is Confidential Information and subject to this Agreement, CONTRACTOR will make PHI available to HHS in a Designated Record Set upon request. CONTRACTOR will provide PHI to an Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will release PHI in accordance with the HIPAA Privacy Regulations upon receipt of a valid written authorization. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. CONTRACTOR will maintain an accounting of all such disclosures and provide it to HHS within 48 hours of HHS' request. ***45 CFR 164.524and 164.504(e)(2)(ii)(E).***

(I) If PHI is subject to this Agreement, CONTRACTOR will make PHI as required by HIPAA available to HHS for review subsequent to CONTRACTOR's incorporation of any amendments requested pursuant to HIPAA. ***45 CFR 164.504(e)(2)(ii)(E) and (F).***

(J) If PHI is subject to this Agreement, CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. ***45 CFR 164.504(e)(2)(ii)(G) and 164.528.***

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI from an individual with a right of access to information subject to this DUA, it will respond to such request in compliance with the HIPAA Privacy Regulations. CONTRACTOR will maintain an accounting of all responses to requests for access to or amendment of PHI and provide it to HHS within 48 hours of HHS' request**.** ***45 CFR 164.504(e)(2).***

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. ***45 CFR 164.308; 164.530(c); 1 TAC 202.***

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's

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legal responsibilities. Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may disclose PHI for the proper management and administration of CONTRACTOR, or to carry out CONTRACTOR's legal responsibilities, if: ***45 CFR 164.504(e)(4)(A)***.

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D); or

(2) CONTRACTOR obtains reasonable assurances from the person or entity to which the information is disclosed that the person or entity will:

(a)Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) 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

(c)Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. ***45 CFR 164.504(e)(4)(ii)(B)***.

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if required by law and requested by HHS, use commercially reasonable efforts to use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. ***45 CFR 164.504(e)(2)(i)(B)***

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, send to HHS or Destroy, at HHS's election and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or sent to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, HHS acknowledges and agrees that CONTRACTOR is not obligated to send to HHSC and/or Destroy any Confidential Information if federal law, state law, the Texas State Library and Archives Commission records retention schedule, and/or a litigation hold notice prohibit such delivery or Destruction. If such delivery or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such delivery or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return delivery or Destruction of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. ***45 CFR 164.504(e)(2)(ii)(J)***

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(P) CONTRACTOR will create, maintain, 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. ***45 CFR 164.306; 164.530(c)***

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 1 . The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will 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 will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. ***45 CFR 164.306.***

(R) CONTRACTOR will establish, implement and maintain reasonable procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other 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. ***45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards).***

(S) CONTRACTOR will designate and identify, a Person or Persons, as Privacy Official ***45 CFR 164.530(a)(1)*** 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 will 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. If such persons fail to develop and implement the requirements of the DUA, CONTRACTOR will replace them upon HHS request. ***45 CFR 164.308(a)(2).***

(T) CONTRACTOR represents and warrants 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 pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. ***45 CFR 164.502; 164.514(d).***

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(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Statement of Work. ***45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1).***

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR for an Authorized Purpose for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. ***45 CFR 164.308; 164.514(d).***

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary of the U.S. Department of Health and Human Services, or other federal or state law. ***45 CFR 164.504(e)(2)(i)(I).***

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form, in accordance with applicable rules, regulations and laws. A secure transmission of electronic Confidential Information *in motion* includes, but is not limited to, Secure File Transfer Protocol (SFTP) or Encryption at an appropriate level. If required by rule, regulation or law, HHS Confidential Information *at rest* requires Encryption unless there is other adequate administrative, technical, and physical security. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. ***45 CFR 164.312; 164.530(d).***

(Z) For each type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses, has access to or transmits in the performance of the Statement of Work, CONTRACTOR will comply with the following laws rules and regulations, only to the extent applicable and required by law:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;

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- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- 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; and

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

(AA) Notwithstanding anything to the contrary herein, CONTRACTOR will treat any Personal Identifying Information it creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with Texas Business and Commerce Code, Chapter 521 and other applicable regulatory standards identified in Section 3.01(Z), and Individually Identifiable Health Information CONTRACTOR creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with HIPAA and other applicable regulatory standards identified in Section 3.01(Z).

ARTICLE 4.
BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

4.01 Breach or Event Notification to HHS. 45 CFR 164.400-414.

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(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's reasonable satisfaction (the "incident response period"). ***45 CFR 164.404.***

(C) Breach Notice:

(1) Initial Notice.

(a) For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.

(b) Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. ***45 CFR 164.410.***

(c) Name, and 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.

(2) Formal Notice. No later than two business days after the Initial Notice above, provide formal notification to privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available*: **For (a) - (m) below: 45 CFR 164.400-414.***

(a) The date the Event or Breach occurred;

(b) The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

(c) A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

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(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, to the extent known or can be reasonably determined by CONTRACTOR at that time;

(g) CONTRACTOR's initial risk assessment of the Event or 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 without limitation 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 Event or Breach;

(k) Identify, describe or estimate the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

(l) A reasonable schedule for CONTRACTOR to provide regular updates during normal business hours to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, 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

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(m) Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

4.02 Investigation, Response and Mitigation. 45 CFR 164.308, 310 and 312; 164.530

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the reasonable satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or 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.

4.03 Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (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 shall give HHS an opportunity to review and provide feedback to CONTRACTOR and to confirm that CONTRACTOR's notice meets all regulatory requirements regarding the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. HHS shall have ten (10) business days to provide said feedback to CONTRACTOR. 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, if required by applicable law, rule, or regulation, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

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(D) CONTRACTOR will have the burden of demonstrating to the reasonable satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, 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 and reports.

ARTICLE 5.
STATEMENT OF WORK

"Statement of Work" means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Statement of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6.
GENERAL PROVISIONS

6.01 Oversight of Confidential Information

CONTRACTOR acknowledges and agrees that HHS is entitled to oversee and monitor CONTRACTOR's access to and creation, receipt, maintenance, use, disclosure of the Confidential Information to confirm that CONTRACTOR is in compliance with this DUA.

6.02 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.

6.03 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 or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

6.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA shall be extended or amended concurrent with such extension or amendment.

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(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(C) 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 Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation, the requested corrective action CONTRACTOR may take to cure the alleged violation, and the action HHS intends to take if the alleged violated is not timely cured by CONTRACTOR.

(D) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

(E) 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.

6.05 Governing Law, Venue and Litigation

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

6.06 Injunctive Relief

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(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.

6.07 Responsibility.

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, CONTRACTOR shall be solely responsible for its own acts and omissions and the acts and omissions of its employees, directors, officers, Subcontractors and agents. HHS shall be solely responsible for its own acts and omissions.

6.08 Insurance

(A) As a governmental entity, and in accordance with the limits of the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice and Remedies Code, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA. CONTRACTOR will request that HHS be named as an additional insured. HHSC reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

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

6.08 Fees and Costs

Except as otherwise specified in this DUA or the Base Contract, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

6.09 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract as an amendment thereto 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

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enforced. If any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

6.10 Automatic Amendment and Interpretation

If there is (i) a change in any law, regulation or rule, state or federal, applicable to HIPPA and/or Confidential Information, or (ii) any change in the judicial or administrative interpretation of any such law, regulation or rule,, upon the effective date of such change, this DUA shall be deemed to have been automatically amended, interpreted and read so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such changes. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

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TEXAS Health and Human Services

Texas HHS System - Data Use Agreement - Attachment 2
SECURITY AND PRIVACY INQUIRY (SPI)

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses (except A9a) prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers (except A9a and A11) prior to performing any work on behalf of any Texas HHS agency.

For any questions answered "No" (except A9a and A11), an *Action Plan for Compliance with a Timeline* must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)

1. Does the applicant/bidder access, create, disclose, receive, transmit, maintain, or store Texas HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.)? **IF NO, STOP. THE SPI FORM IS NOT REQUIRED.**	(●) Yes ( ) No
2. Entity or Applicant/Bidder Legal Name	Legal Name: Fort Bend County Legal Entity Tax Identification Number (TIN) (Last Four Numbers Only): 1969 Procurement/Contract#: RFA# HHS0000778 Address: 301 Jackson Street City: Richmond State: TX ZIP: 77469 Telephone #: (281) 238-3558 Email Address: cynthia.smith@fortbendcountytx.gov
3. Number of Employees, at all locations, in Applicant/Bidder's Workforce "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/ Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.	Total Employees: 30
4. Number of Subcontractors (if Applicant/Bidder will not use subcontractors, enter "0")	Total Subcontractors: 0
5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder (Privacy and Security Official may be the same person.)	**A. Security Official:** Legal Name: Esteban Estrada Address: 301 Jackson Street City: Richmond State: TX ZIP: 77469 Telephone #: (281) 341-4565 Email Address: Esteban.Estrada@fortbendcountytx.gov
	B. Privacy Official: Legal Name: Alma Rangel Address: 301 Jackson Street City: Richmond State: TX ZIP: 77469 Telephone #: (281) 238-3547 Email Address: alma.rangel@fortbendcountytx.gov

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6. Type(s) of Texas HHS Confidential Information the Applicant/Bidder will create, receive, maintain, use, disclose or have access to: (Check all that apply) • *Health Insurance Portability and Accountability Act (HIPAA) data* • *Criminal Justice Information Services (CJIS) data* • *Internal Revenue Service Federal Tax Information (IRS FTI) data* • *Centers for Medicare & Medicaid Services (CMS)* • *Social Security Administration (SSA)* • *Personally Identifiable Information (PII)*	HIPAA ☑	CJIS ☐	IRS FTI ☐	CMS ☐	SSA ☐	PII ☐
	Other (Please List)					

7. Number of Storage Devices for Texas HHS Confidential Information (as defined in the Texas HHS System Data Use Agreement (DUA)) Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.	Total # (Sum a-d) 17
a. Devices. Number of personal user computers, devices or drives, including mobile devices and mobile drives.	15
b. Servers. Number of Servers that are not in a data center or using Cloud Services.	0
c. Cloud Services. Number of Cloud Services in use.	1
d. Data Centers. Number of Data Centers in use.	1
8. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle Texas HHS Confidential Information during one year:	Select Option (a-d)
a. 499 individuals or less **b.** 500 to 999 individuals **c.** 1,000 to 99,999 individuals **d.** 100,000 individuals or more	◉ a. ○ b. ○ c. ○ d.
9. HIPAA Business Associate Agreement	
a. Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered Texas HHS agency for a HIPAA-covered function?	◉ Yes ○ No
b. Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "N/A" if not applicable, such as for agencies not covered by HIPAA.)	◉ Yes ○ No ○ N/A
Action Plan for Compliance with a Timeline:	Compliance Date:
10. Subcontractors. If the Applicant/Bidder responded "0" to Question 4 (indicating no subcontractors), check "N/A" for both 'a.' and 'b.'	
a. Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?	◉ Yes ○ No ○ N/A
Action Plan for Compliance with a Timeline:	Compliance Date:

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b. Will Applicant/Bidder agree to require subcontractors who will access Confidential Information to comply with the terms of the DUA, not disclose any Confidential Information to them until they have agreed in writing to the same safeguards and to discontinue their access to the Confidential Information if they fail to comply?	(●) Yes ( ) No ( ) N/A
Action Plan for Compliance with a Timeline:	Compliance Date:
11. Does Applicant/Bidder have any **Optional Insurance** currently in place? Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.	(●) Yes ( ) No ( ) N/A

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SECTION B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)

For any questions answered "No," an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

1. Written Policies & Procedures. Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	**Yes or No**
a. Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of Texas HHS Confidential Information?	(●) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:
b. Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of Texas HHS Confidential Information on behalf of a Texas HHS agency?	(●) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:
c. Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of Texas HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?	(●) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:
d. Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of Texas HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three): i. Immediate breach notification to the Texas HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA; ii. Following a documented breach response plan, in accordance with the DUA and applicable law; & iii. Notifying Individuals and Reporting Authorities whose Texas HHS Confidential Information has been breached, as directed by the Texas HHS agency?	(●) Yes ( ) No

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Action Plan for Compliance with a Timeline:	Compliance Date:
e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?	(●) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:
f. Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?	(●) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:
g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the Texas HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by a Texas HHS agency?	(●) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:
h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed Texas HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?	(●) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:
i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of Texas HHS Confidential Information within 60 days of identification of a need for update?	(●) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:

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j. Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified Texas HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the Texas HHS Confidential Information, except for an Authorized Purpose, without express written authorization from a Texas HHS agency or as expressly permitted by the Base Contract?	(●) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:
k. If Applicant/Bidder intends to use, disclose, create, maintain, store or transmit Texas HHS Confidential Information outside of the United States, will Applicant/Bidder obtain the express prior written permission from the Texas HHS agency and comply with the Texas HHS agency conditions for safeguarding offshore Texas HHS Confidential Information?	(●) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:
l. Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with Texas HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?	(●) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:
m. Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of Texas HHS Confidential Information?	(●) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:
n. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of Texas HHS pursuant to the DUA, or to publish Texas HHS Confidential Information without express prior approval of the Texas HHS agency?	(●) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:
2. Does Applicant/Bidder have a current Workforce training program? Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle Texas HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling Texas HHS Confidential Information, (2) a requirement to complete training before access is given to Texas HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.	(●) Yes ( ) No

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Action Plan for Compliance with a Timeline:	Compliance Date:
3. Does Applicant/Bidder have Privacy Safeguards to protect Texas HHS Confidential Information in oral, paper and/or electronic form? "Privacy Safeguards" means protection of Texas HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.	(●) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:
4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to Texas HHS Confidential Information, whether oral, written or electronic?	(●) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:
5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle Texas HHS Confidential Information from the list of Authorized Users?	(●) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:

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SECTION C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)

This section is about your electronic system. If your business DOES NOT store, access, or transmit Texas HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.	**No Electronic Systems** ☐

For any questions answered "No," an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related items is 30 calendar days, PII-related items is 90 calendar days.

1. Does the Applicant/Bidder ensure that services which access, create, disclose, receive, transmit, maintain, or store Texas HHS Confidential Information are maintained **IN** the United States (no offshoring) unless **ALL** of the following requirements are met? **a.** The data is encrypted with FIPS 140-2 validated encryption **b.** The offshore provider does not have access to the encryption keys **c.** The Applicant/Bidder maintains the encryption key within the United States **d.** The Application/Bidder has obtained the express prior written permission of the Texas HHS agency *For more information regarding FIPS 140-2 encryption products, please refer to:* *http://csrc.nist.gov/publications/fips*	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
3. Does Applicant/Bidder monitor and manage access to Texas HHS Confidential Information (e.g., a formal process exists for granting access and validating the need for users to access Texas HHS Confidential Information, and access is limited to Authorized Users)?	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:
4. Does Applicant/Bidder a) have a system for changing default passwords, b) require user password changes at least every 90 calendar days, and c) prohibit the creation of weak passwords (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible) for all computer systems that access or store Texas HHS Confidential Information. **If yes, upon request must provide evidence such as a screen shot or a system report.**	◉ Yes ○ No
Action Plan for Compliance with a Timeline:	Compliance Date:

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5. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information have a unique user name (account) and private password?	(●) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:
6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store Texas HHS Confidential Information?	(●) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:
7. Does Applicant/Bidder secure, manage and encrypt remote access (including wireless access) to computer systems containing Texas HHS Confidential Information? (e.g., a formal process exists for granting access and validating the need for users to remotely access Texas HHS Confidential Information, and remote access is limited to Authorized Users). *Encryption is required for all Texas HHS Confidential Information. Additionally, **FIPS 140-2** validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.* *For more information regarding FIPS 140-2 encryption products, please refer to:* *http://csrc.nist.gov/publications/fips*	(●) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:
8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store Texas HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)	(●) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:
9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing Texas HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?	(●) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:

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10. Does Applicant/Bidder use encryption products to protect Texas HHS Confidential Information that is ***transmitted*** over a public network (e.g., the Internet, WiFi, etc.)? **If yes, upon request must provide evidence such as a screen shot or a system report.** *Encryption is required for all HHS Confidential Information. Additionally, **FIPS 140-2** validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.* *For more information regarding FIPS 140-2 encryption products, please refer to:* *http://csrc.nist.gov/publications/fips*	(●) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:
11. Does Applicant/Bidder use encryption products to protect Texas HHS Confidential Information ***stored*** on end user devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.)? **If yes, upon request must provide evidence such as a screen shot or a system report.** *Encryption is required for all Texas HHS Confidential Information. Additionally, **FIPS 140-2** validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.* *For more information regarding FIPS 140-2 encryption products, please refer to:* *http://csrc.nist.gov/publications/fips*	(●) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:
12. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting Texas HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?	(●) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:
13. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?	(●) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:
14. Does Applicant/Bidder prohibit the access, creation, disclosure, reception, transmission, maintenance, and storage of Texas HHS Confidential Information with a subcontractor (e.g., cloud services, social media, etc.) unless Texas HHS has approved the subcontractor agreement which must include compliance and liability clauses with the same requirements as the Applicant/Bidder?	(●) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:

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15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information?	(●) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:
16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information contain up-to-date anti-malware and antivirus protection?	(●) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:
17. Does the Applicant/Bidder review system security logs on computing systems that access or store Texas HHS Confidential Information for abnormal activity or security concerns on a regular basis?	(●) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:
18. Notwithstanding records retention requirements, does Applicant/Bidder's disposal processes for Texas HHS Confidential Information ensure that Texas HHS Confidential Information is destroyed so that it is unreadable or undecipherable?	(●) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:
19. Does the Applicant/Bidder ensure that all public facing websites and mobile applications containing Texas HHS Confidential Information meet security testing standards set forth within the Texas Government Code (TGC), Section 2054.516; including requirements for implementing vulnerability and penetration testing and addressing identified vulnerabilities? *For more information regarding TGC, Section 2054.516 DATA SECURITY PLAN FOR ONLINE AND MOBILE APPLICATIONS, please refer to:* https://legiscan.com/TX/text/HB8/2017	(●) Yes ( ) No
Action Plan for Compliance with a Timeline:	Compliance Date:

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SECTION D: SIGNATURE AND SUBMISSION (to be completed by Applicant/Bidder)

Please sign the form digitally, if possible. If you can't, provide a handwritten signature.

1. I certify that all of the information provided in this form is truthful and correct to the best of my knowledge. If I learn that any such information was not correct, I agree to notify Texas HHS of this immediately.

2. Signature	**3.** Title	**4.** Date:
Ngombe Bitendelo Digitally signed by Ngombe Bitendelo DN: cn=Ngombe Bitendelo, o, ou, email=nbitendelo@gmail.com, c=US Date: 2019.04.04 13:36:34 -05'00'	Director of Clinical Health Services	4/4/19

To **submit** the completed, signed form:

- Email the form as an attachment to the appropriate Texas HHS Contract Manager(s).

Section E: To Be Completed by Texas HHS Agency Staff:

Agency(s): HHSC: ☐ DFPS: ☐ DSHS: ☐	Requesting Department(s):
Legal Entity Tax Identification Number (TIN) (Last four Only): ■■■■■■■	PO/Contract(s) #:

Contract Manager:	Contract Manager Email Address:	Contract Manager Telephone #:
Contract Manager:	Contract Manager Email Address:	Contract Manager Telephone #:
Contract Manager:	Contract Manager Email Address:	Contract Manager Telephone #:
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INSTRUCTIONS FOR COMPLETING THE SECURITY AND PRIVACY INQUIRY (SPI)

Below are instructions for Applicants, Bidders and Contractors for Texas Health and Human Services requiring the Attachment 2, Security and Privacy Inquiry (SPI) to the Data Use Agreement (DUA). Instruction item numbers below correspond to sections on the SPI form.

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses (except A9a) prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers (except A9a and A11) prior to performing any work on behalf of any Texas HHS agency.

For any questions answered "No" (except A9a and A11), an *Action Plan for Compliance with a Timeline* must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

SECTION A. APPLICANT /BIDDER INFORMATION

Item #1. *Only contractors that access, transmit, store, and/or maintain Texas HHS Confidential Information will complete and email this form as an attachment to the appropriate Texas HHS Contract Manager.*

Item #2. Entity or Applicant/Bidder Legal Name. *Provide the legal name of the business (the name used for legal purposes, like filing a federal or state tax form on behalf of the business, and is not a trade or assumed named "dba"), the legal tax identification number (last four numbers only) of the entity or applicant/bidder, the address of the corporate or main branch of the business, the telephone number where the business can be contacted regarding questions related to the information on this form and the website of the business, if a website exists.*

Item #3. Number of Employees, at all locations, in Applicant/Bidder's workforce. *Provide the total number of individuals, including volunteers, subcontractors, trainees, and other persons who work for the business. If you are the only employee, please answer "1."*

Item #4. Number of Subcontractors. *Provide the total number of subcontractors working for the business. If you have none, please answer "0" zero.*

Item #5. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year. *Select the radio button that corresponds with the number of clients/consumers for whom you expect to handle Texas HHS Confidential Information during a year. Only count clients/consumers once, no matter how many direct services the client receives during a year.*

Item #5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder. *As with all other fields on the SPI, this is a required field. This may be the same person and the owner of the business if such person has the security and privacy knowledge that is required to implement the requirements of the DUA and respond to questions related to the SPI. In 4.A. provide the name, address, telephone number, and email address of the person whom you have designated to answer any security questions found in Section C and in 4.B. provide this information for the person whom you have designated as the person to answer any privacy questions found in Section B. The business may contract out for this expertise; however, designated individual(s) must have knowledge of the business's devices, systems and methods for use, disclosure, creation, receipt, transmission and maintenance of Texas HHS Confidential Information and be willing to be the point of contact for privacy and security questions.*

Item #6. Type(s) of HHS Confidential Information the Entity or Applicant/Bidder Will Create, Receive, Maintain, Use, Disclose or Have Access to: *Provide a complete listing of all Texas HHS Confidential Information that the Contractor will create, receive, maintain, use, disclose or have access to. The DUA section Article 2, Definitions, defines Texas HHS Confidential Information as:*

> *"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 Texas HHS that consists of or includes any or all of the following:*
>
> *(1) Client Information;*
> *(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;*
> *(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;*

(4) Federal Tax Information;
(5) Personally Identifiable Information;
(6) Social Security Administration Data, including, without limitation, Medicaid information;
(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.

Definitions for the following types of confidential information can be found the following sites:

- *Health Insurance Portability and Accountability Act (HIPAA) - http://www.hhs.gov/hipaa/index.html*
- *Criminal Justice Information Services (CJIS) - https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center*
- *Internal Revenue Service Federal Tax Information (IRS FTI) - https://www.irs.gov/pub/irs-pdf/p1075.pdf*
- *Centers for Medicare & Medicaid Services (CMS) - https://www.cms.gov/Regulations-and-Guidance/Regulations-and-Guidance.html*
- *Social Security Administration (SSA) - https://www.ssa.gov/regulations/*
- *Personally Identifiable Information (PII) - http://csrc.nist.gov/publications/nistpubs/800-122/sp800-122.pdf*

Item #7. Number of Storage devices for Texas HHS Confidential Information. *The total number of devices is automatically calculated by exiting the fields in lines a - d. Use the <Tab> key when exiting the field to prompt calculation, if it doesn't otherwise sum correctly.*

- ***Item 7a. Devices****. Provide the number of personal user computers, devices, and drives (including mobile devices, laptops, USB drives, and external drives) on which your business stores or will store Texas HHS Confidential Information.*
- ***Item 7b. Servers****. Provide the number of servers not housed in a data center or "in the cloud," on which Texas HHS Confidential Information is stored or will be stored. A server is a dedicated computer that provides data or services to other computers. It may provide services or data to systems on a local area network (LAN) or a wide area network (WAN) over the Internet. If none, answer "0" (zero).*
- ***Item 7c. Cloud Services****. Provide the number of cloud services to which Texas HHS Confidential Information is stored. Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than on a local server or a personal computer. If none, answer "0" (zero.)*
- ***Item 7d. Data Centers.*** *Provide the number of data centers in which you store Texas HHS Confidential Information. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business. If none, answer "0" (zero).*

Item #8. Number of unduplicated individuals for whom the Applicant/Bidder reasonably expects to handle Texas HHS Confidential Information during one year*. Select the radio button that corresponds with the number of clients/consumers for whom you expect to handle Confidential Information during a year. Only count clients/consumers once, no matter how many direct services the client receives during a year.*

Item #9. HIPAA Business Associate Agreement*.*

- ***Item #9a.*** *Answer "Yes" if your business will use, disclose, create, receive, transmit, or store information relating to a client/consumer's healthcare on behalf of the Department of State Health Services, the Department of Disability and Aging Services, or the Health and Human Services Commission for treatment, payment, or operation of Medicaid or Medicaid clients. If your contract does not include HIPAA covered information, respond "no." If "no," a compliance plan is not required.*
- ***Item #9b.*** *Answer "Yes" if your business has a notice of privacy practices (a document that explains how you protect and use a client/consumer's healthcare information) displayed either on a website (if one exists for your business) or in your place of business (if that location is open to clients/consumers or the public). If your contract does not include HIPAA covered information, respond "N/A."*

Item #10. Subcontractors*. If your business responded "0" to question 4 (number of subcontractors), Answer "N/A" to Items 10a and 10b to indicate not applicable.*

- ***Item #10a.*** *Answer "Yes" if your business requires that all subcontractors sign Attachment 1 of the DUA.*
- ***Item #10b.*** *Answer "Yes" if your business obtains Texas HHS approval before permitting subcontractors to handle Texas HHS Confidential Information on your business's behalf.*

Item #11*.* ***Optional Insurance.*** *Answer "yes" if applicant has optional insurance in place to provide coverage for a Breach or any*

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other situations listed in this question. If you are not required to have this optional coverage, answer "N/A" A compliance plan is not required.

SECTION B. PRIVACY RISK ANALYSIS AND ASSESSMENT

Reasonable and appropriate written Privacy and Security policies and procedures are required, even for sole proprietors who are the only employee, to demonstrate how your business will safeguard Texas HHS Confidential Information and respond in the event of a Breach of Texas HHS Confidential Information. To ensure that your business is prepared, all of the items below must be addressed in your written Privacy and Security policies and procedures.

Item #1. Answer "Yes" if you have written policies in place for each of the areas (a-o).

- **Item #1a.** Answer "yes" if your business has written policies and procedures that identify everyone, including subcontractors, who are authorized to use Texas HHS Confidential Information. The policies and procedures should also identify the reason why these Authorized Users need to access the Texas HHS Confidential Information and this reason must align with the Authorized Purpose described in the Scope of Work or description of services in the Base Contract with the Texas HHS agency.
- **Item #1b.** Answer "Yes" if your business has written policies and procedures that require your employees (including yourself), your volunteers, your trainees, and any other persons whose work you direct, to comply with the requirements of HIPAA, if applicable, and other confidentiality laws as they relate to your handling of Texas HHS Confidential Information. Refer to the laws and rules that apply, including those referenced in the DUA and Scope of Work or description of services in the Base Contract.
- **Item #1c.** Answer "Yes" if your business has written policies and procedures that limit the Texas HHS Confidential Information you disclose to the minimum necessary for your workforce and subcontractors (if applicable) to perform the obligations described in the Scope of Work or service description in the Base Contract. (e.g., if a client/consumer's Social Security Number is not required for a workforce member to perform the obligations described in the Scope of Work or service description in the Base Contract, then the Social Security Number will not be given to them.) If you are the only employee for your business, policies and procedures must not include a request for, or use of, Texas HHS Confidential Information that is not required for performance of the services.
- **Item #1d.** Answer "Yes" if your business has written policies and procedures that explain how your business would respond to an actual or suspected breach of Texas HHS Confidential Information. The written policies and procedures, at a minimum, must include the three items below. If any response to the three items below are no, answer "no."
  - **Item #1di.** Answer "Yes" if your business has written policies and procedures that require your business to immediately notify Texas HHS, the Texas HHS Agency, regulatory authorities, or other required Individuals or Authorities of a Breach as described in Article 4, Section 4 of the DUA.
    Refer to Article 4, Section 4.01:

    Initial Notice of Breach *must be provided in accordance with Texas HHS and DUA requirements with as much information as possible about the Event/Breach and a name and contact who will serve as the single point of contact with HHS both on and off business hours. Time frames related to Initial Notice include:*
    - *within one hour of Discovery of an Event or Breach of Federal Tax Information, Social Security Administration Data, or Medicaid Client Information*
    - *within 24 hours of all other types of Texas HHS Confidential Information* ***48-hour Formal Notice*** *must be provided no later than 48 hours after Discovery for protected health information, sensitive personal information or other non-public information and must include applicable information as referenced in Section 4.01 (C) 2. of the DUA.*
  - **Item #1dii.** Answer "Yes" if your business has written policies and procedures require you to have and follow a written breach response plan as described in Article 4 Section 4.02 of the DUA.
  - **Item #1diii.** Answer "Yes" if your business has written policies and procedures require you to notify Reporting Authorities and Individuals whose Texas HHS Confidential Information has been breached as described in Article 4 Section 4.03 of the DUA.
- **Item #1e.** Answer "Yes" if your business has written policies and procedures requiring annual training of your entire workforce on matters related to confidentiality, privacy, and security, stressing the importance of promptly reporting any Event or Breach, outlines the process that you will use to require attendance and track completion for employees who failed to complete annual training.

- **Item #1f.** Answer "Yes" if your business has written policies and procedures requiring you to allow individuals (clients/consumers) to access their individual record of Texas HHS Confidential Information, and allow them to amend or correct that information, if applicable.
- **Item #1g.** Answer "Yes" if your business has written policies and procedures restricting access to Texas HHS Confidential Information to only persons who have been authorized and trained on how to handle Texas HHS Confidential Information
- **Item #1h.** Answer "Yes" if your business has written policies and procedures requiring sanctioning of any subcontractor, employee, trainee, volunteer, or anyone whose work you direct when they have accessed Texas HHS Confidential Information but are not authorized to do so, and that you have a method of proving that you have sanctioned such an individuals. If you are the only employee, you must demonstrate how you will document the noncompliance, update policies and procedures if needed, and seek additional training or education to prevent future occurrences.
- **Item #1i.** Answer "Yes" if your business has written policies and procedures requiring you to update your policies within 60 days after you have made changes to how you use or disclose Texas HHS Confidential Information.
- **Item #1j.** Answer "Yes" if your business has written policies and procedures requiring you to restrict attempts to take de-identified data and re-identify it or restrict any subcontractor, employee, trainee, volunteer, or anyone whose work you direct, from contacting any individuals for whom you have Texas HHS Confidential Information except to perform obligations under the contract, or with written permission from Texas HHS.
- **Item #1k.** Answer "Yes" if your business has written policies and procedures prohibiting you from using, disclosing, creating, maintaining, storing or transmitting Texas HHS Confidential Information outside of the United States.
- **Item #1l.** Answer "Yes" if your business has written policies and procedures requiring your business to cooperate with HHS agencies or federal regulatory entities for inspections, audits, or investigations related to compliance with the DUA or applicable law.
- **Item #1m.** Answer "Yes" if your business has written policies and procedures requiring your business to use appropriate standards and methods to destroy or dispose of Texas HHS Confidential Information. Policies and procedures should comply with Texas HHS requirements for retention of records and methods of disposal.
- **Item #1n.** Answer "Yes" if your business has written policies and procedures prohibiting the publication of the work you created or performed on behalf of Texas HHS pursuant to the DUA, or other Texas HHS Confidential Information, without express prior written approval of the HHS agency.

Item #2. Answer "Yes" if your business has a current training program that meets the requirements specified in the SPI for you, your employees, your subcontractors, your volunteers, your trainees, and any other persons under you direct supervision.

Item #3. Answer "Yes" if your business has privacy safeguards to protect Texas HHS Confidential Information as described in the SPI.

Item #4. Answer "Yes" if your business maintains current lists of persons in your workforce, including subcontractors (if applicable), who are authorized to access Texas HHS Confidential Information. If you are the only person with access to Texas HHS Confidential Information, please answer "yes."

Item #5. Answer "Yes" if your business and subcontractors (if applicable) monitor for and remove from the list of Authorized Users, members of the workforce who are terminated or are no longer authorized to handle Texas HHS Confidential Information. If you are the only one with access to Texas HHS Confidential Information, please answer "Yes."

SECTION C. SECURITY RISK ANALYSIS AND ASSESSMENT

This section is about your electronic systems. If you DO NOT store Texas HHS Confidential Information in electronic systems (e.g., laptop, personal computer, mobile device, database, server, etc.), select the "No Electronic Systems" box and respond "Yes" for all questions in this section.

Item #1. Answer "Yes" if your business does not "offshore" or use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information outside of the United States. If you are not certain, contact your provider of technology services (application, cloud, data center, network, etc.) and request confirmation that they do not off-shore their data.

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Item #2. Answer "Yes" if your business uses a person or company who is knowledgeable in IT security to maintain or oversee the configurations of your business's computing systems and devices. You may be that person, or you may hire someone who can provide that service for you.

Item #3. Answer "Yes" if your business monitors and manages access to Texas HHS Confidential Information (i.e., reviews systems to ensure that access is limited to Authorized Users; has formal processes for granting, validating, and reviews the need for remote access to Authorized Users to Texas HHS Confidential Information, etc.). If you are the only employee, answer "Yes" if you have implemented a process to periodically evaluate the need for accessing Texas HHS Confidential Information to fulfill your Authorized Purposes.

Item #4. Answer "Yes" if your business has implemented a system for changing the password a system initially assigns to the user (also known as the default password), and requires users to change their passwords at least every 90 days, and prohibits the creation of weak passwords for all computer systems that access or store Texas HHS Confidential Information (e.g., a strong password has a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numbers, where possible). If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example:
https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/password-policy

Item #5. Answer "Yes" if your business assigns a unique user name and private password to each of your employees, your subcontractors, your volunteers, your trainees and any other persons under your direct control who will use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information.

Item #6. Answer "Yes" if your business locks the access after a certain number of failed attempts to login and after 15 minutes of user inactivity on all computing devices that access or store Texas H H S Confidential Information. If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example:
https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/account-lockout-policy

Item #7. Answer "Yes" if your business secures, manages, and encrypts remote access, such as: using Virtual Private Network (VPN) software on your home computer to access Texas HHS Confidential Information that resides on a computer system at a business location or, if you use wireless, ensuring that the wireless is secured using a password code. If you do not access systems remotely or over wireless, answer "Yes."

Item #8. Answer "Yes" if your business updates the computer security settings for all your computers and electronic systems that access or store Texas HHS Confidential Information to prevent hacking or breaches (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit opportunities for hackers or intruders to access your system). For example, Microsoft's Windows security checklist:
https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/how-to-configure-security-policy-settings

Item #9. Answer "Yes" if your business secures physical access to computer, paper, or other systems containing Texas HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.). If you are the only employee and use these practices for your business, answer "Yes."

Item #10. Answer "Yes" if your business uses encryption products to protect Texas HHS Confidential Information that is transmitted over a public network (e.g., the Internet, WIFI, etc.) or that is stored on a computer system that is physically or electronically accessible to the public (FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.) For more information regarding FIPS 140-2 encryption products, please refer to: *http://csrc.nist.gov/publications/fips*).

Item #11. Answer "Yes" if your business stores Texas HHS Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can produce evidence of the encryption, such as, a screen shot or a system report (FIPS 140-2 encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data). For more information regarding FIPS 140-2 validated encryption products, please refer to: *http://csrc.nist.gov/publications/fips*). If you do not utilize end-user electronic devices for storing Texas HHS Confidential Information, answer "Yes."

Item #12. Answer "Yes" if your business requires employees, volunteers, trainees and other workforce members to sign a document that clearly outlines their responsibilities for protecting Texas HHS Confidential Information and associated systems containing Texas HHS Confidential Information before they can obtain access. If you are the only employee answer "Yes" if you have signed or are willing to sign the DUA, acknowledging your adherence to requirements and responsibilities.

Item #13. Answer "Yes" if your business is willing to perform a criminal background check on employees, subcontractors, volunteers, or trainees who access Texas HHS Confidential Information. If you are the only employee, answer "Yes" if you are willing to submit to a background check.

Item #14. Answer "Yes" if your business prohibits the access, creation, disclosure, reception, transmission, maintenance, and storage of Texas HHS Confidential Information on Cloud Services or social media sites if you use such services or sites, and there is a Texas HHS approved subcontractor agreement that includes compliance and liability clauses with the same requirements as the Applicant/Bidder. If you do not utilize Cloud Services or media sites for storing Texas HHS Confidential Information, answer "Yes."

Item #15. Answer "Yes" if your business keeps current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:
https://portal.msrc.microsoft.com/en-us/

Item #16. Answer "Yes" if your business's computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information contain up-to-date anti-malware and antivirus protection. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:
https://docs.microsoft.com/en-us/windows/security/threat-protection/

Item #17. Answer "Yes" if your business reviews system security logs on computing systems that access or store Texas HHS Confidential Information for abnormal activity or security concerns on a regular basis. If you use a Microsoft Windows system, refer to the Microsoft website for ensuring your system is logging security events, see example:
https://docs.microsoft.com/en-us/windows/security/threat-protection/auditing/basic-security-audit-policies

Item #18. Answer "Yes" if your business disposal processes for Texas HHS Confidential Information ensures that Texas HHS Confidential Information is destroyed so that it is unreadable or undecipherable. Simply deleting data or formatting the hard drive is not enough; ensure you use products that perform a secure disk wipe. Please see NIST SP 800-88 R1, *Guidelines for Media Sanitization* and the applicable laws and regulations for the information type for further guidance.

Item #19. Answer "Yes" if your business ensures that all public facing websites and mobile applications containing HHS Confidential Information meet security testing standards set forth within the Texas Government Code (TGC), Section 2054.516

SECTION D. SIGNATURE AND SUBMISSION

Click on the signature area to digitally sign the document. Email the form as an attachment to the appropriate Texas HHS Contract Manager.

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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

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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.

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"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.

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"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.

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"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.

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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.

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ARTICLE II. SCOPE OF GRANT AWARD

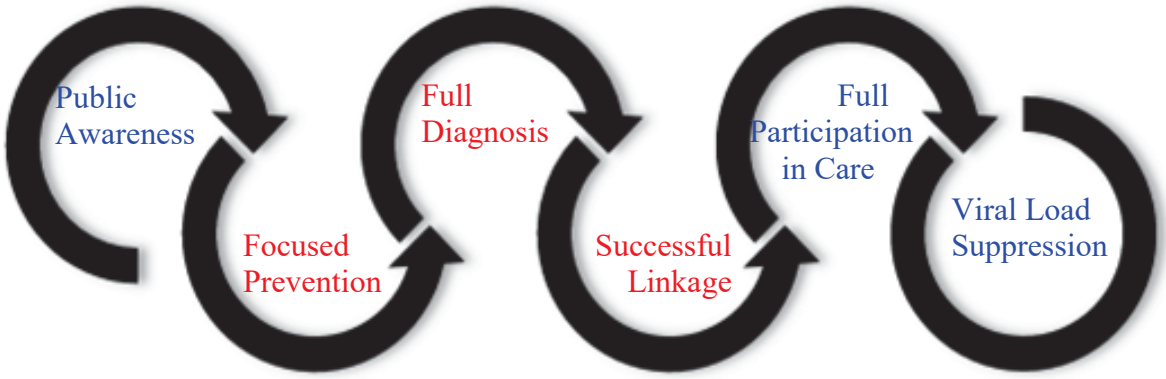
2.1 PROGRAM BACKGROUND AND FUNDING OPPORTUNITIES

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%.

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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.[1] [2] 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

[1] 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.

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

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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.

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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.[3] 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.[4]

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

[3] The counties in each HSDA are shown in Appendix 1.

[4] Appendix 2 provides more information on how HSDA scores were calculated.

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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.[5]

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.

[5] The methods for determining locally-relevant eligible populations are described in Appendix 3

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

Column 1	Column 2	Column 3
HSDA	**Core Priority Populations**	**Optional Additional Populations**
Area 1		
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
Area 2		
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	
Area 3		
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	

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

Column 1	Column 2	Column 3
HSDA	**Core Priority Populations**	**Optional Additional Populations**
Area 1		
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
Area 2		
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	

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

Column 1	Column 2	Column 3
HSDA	**Core Priority Populations**	**Optional Additional Populations**
Area 1		
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
Area 2		
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	

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Table 6: Eligible Populations for the Structural Intervention Funding Opportunity

Column 1	Column 2	Column 3
HSDA	**Core Priority Populations**	**Optional Additional Populations**
Area 1		
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
Area 2		
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	
Area 3		
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	

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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
1: Routine HIV Screening in Healthcare Settings	$3,000,000	$200,000	$300,000
2: Core HIV Prevention Programs	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
3: PrEP and nPEP Programs	Area 1A, 1B, 1C, 1D, 1E and 2: $2,200,000	$150,000	$200,000

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4: Client-Level Interventions	Area 1A, 1B, 1C, 1D, 1E: $1,248,000	$182,000	$250,000
	Area 2: $252,000	$108,000	$110,000
5: Structural Interventions	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

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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 (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

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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.

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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.

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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

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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.

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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

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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.

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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.

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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 must 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.

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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.

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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

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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

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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[6] 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.

[6] More information on community assessments and tools is available on the DSHS website.

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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.

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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

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Practices for HIV Prevention websites. Grantee may propose adaptions 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[7] 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:

[7] More information on community assessments and tools is available on the DSHS website.

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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\nPEP.

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 adaptions 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

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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 dispartities; workthing 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.

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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.

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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.

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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.

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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
Deadline for submission of Solicitation Responses [NOTE: Responses must be RECEIVED by HHSC by the deadline.]	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 SOLICTATION

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.

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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 49th 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.

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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.

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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

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Attn: Valerie Griffin
1100 W. 49th 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.

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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

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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.

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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.

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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.

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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.

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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

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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.

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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.

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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 I1: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.

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ARTICLE X. FORMS AND EXHIBITS

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

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

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

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Appendix 1: Texas Counties in HIV Service Delivery Areas (HSDA)

HSDA	Counties
Abilene	Brown, Callahan, Coleman, Comanche, Eastland, Fisher, Haskell, Jones, Kent, Knox, Mitchell, Nolan, Runnels, Scurry, Shackleford, Stephens, Stonewall, Taylor, and Throckmorton.
Amarillo	Armstrong, Briscoe, Carson, Castro, Childress, Collingsworth, Dallam, Deaf Smith, Donley, Gray, Hall, Hansford, Hartley, Hemphill, Hutchison, Lipscomb, Moore, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Sherman, Swisher, and Wheeler.
Austin	Bastrop, Blanco, Burnet, Caldwell, Payette, Hays, Lee, Llano, Travis, and Williamson.
Beaumont Port Arthur	Hardin, Jefferson, and Orange.
Brownsville	Cameron, Hidalgo, and Willacy.
Bryan-College Station	Brazos, Burleson, Grimes, Leon, Madison, Robertson, and Washington.
Concho Plateau	Coke, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Reagan, Schleicher, and Sterling.
Corpus Christi	Bee, Brooks, Duval, Him Wells, Kenedy, Kleberg, Live Oak, McMullen, Nueces, Refugio, and San Patricio.
Dallas	Collin, Dallas, Denton, Ellis, Hunt, Kaufman, Navarro, and Rockwall.
El Paso	Brewster, Culberson, El Paso, Hudspeth, Jeff Davis, and Presidio.
Fort Worth	Erath, Johnson, Palo Pinto, Parker, Somervell, Tarrant, and Wise.
Galveston	Brazoria, Galveston, and Matagorda.
Houston	Austin, Chambers, Colorado, Fort Bend, Harris, Liberty, Montgomery, Walker, Waller, and Wharton
Laredo	Jim Hogg, Starr, Webb, and Zapata.
Lubbock	Bailey, Cochran, Crosby, Dickens, Floyd, Garza, Hale, Hockley, King, Lamb, Lubbock, Lynn, Motley, Terry, and Yoakum.
Lufkin	Angelina, Houston, Jasper, Nacogdoches, Newton, Polk, Sabine, San Augustine, San Jacinto, Shelby, Trinity, and Tyler.
San Angelo	Andrews, Borden, Crane, Dawson, Ector, Gaines, Glasscock, Howard, Loving, Martin, Midland, Pecos, Reeves, Terrell, Upton, Ward, and Winkler.
San Antonio	Atascosa, Bandera, Bexar, Comal, Frio, Gillespie, Guadalupe, Karnes, Kendall, Kerr, Medina, and Wilson.
Sherman- Denison	Cooke, Fannin, and Grayson.
Temple-Killeen	Bell, Coryell, Hamilton, Lampasas, Milam, Mills, and San Saba.
Texarkana	Bowie, Cass, Delta, Franklin, Hopkins, Lamar, Morris, Red River, and Titus.
Tyler	Anderson, Camp, Cherokee, Gregg, Harrison, Henderson, Marion, Panola, Rains, Rusk, Smith, Uphur, Van Zandt, and Wood.
Uvalde	Dimmit, Edwards, Kinney, La Salle, Maverick, Real, Uvalde, Val Verde, and Zavala.

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Victoria	Calhoun, Dewitt, Goliad, Gonzales, Jackson, Lavaca, and Victoria.
Waco	Bosque, Falls, Freestone, Hill, Limestone, and McLennan.
Wichita Falls	Archer, Baylor, Clay, Cottle, Foard, Hardeman, Jack, Montague, Wichita, Wilbarger, and Young.

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Appendix 2: Setting HIV Morbidity Areas

DSHS used a formula to assign HSDAs to several morbidity areas: high morbidity (Areas 1A, 1B, 1C, 1D, 1E), moderate morbidity (Area 2), lower morbidity (Area 3), and very low morbidity (Area 4). The formula has four weighted inputs: the number of persons living with a diagnosed HIV infection in 2015 (prevalence); the 2015 prevalence rate (the number of persons living with HIV in 2015 per 100,000 members of the population in the HSDA); the number of new diagnoses made among HSDA residents from 2011-2015; and 2015 new diagnosis rate (the number of diagnoses made in 2015 per 100,000 members of the population in each HSDA).

Counts of HSDA residents with HIV and rates are on different scales, so the four input values for each HSDA were transformed into four decile scores to standardize the scales. A decile score divides the range of observed values from the 26 HSDAs into ten subgroups from lowest to highest. Since there are 26 HSDAs, each decile group contains two or three HSDAs. The group of HSDAs with the lowest values on an input were assigned a decile score of one; the group with the next lowest values are assigned a score of two, and so on, with the group of HSDAs with the highest values on the input given scores of 10.

Each input had a different weight, with the scores for the numbers of new diagnoses accounting for 60% of the score, numbers of persons living with HIV accounting for 30% of the score, and prevalence rates and diagnosis rates accounting for 5% each. The highest score possible was 1,000, the lowest score possible was 100. The formula for the total score is:

Total score = (30* the prevalence decile score) + (5* the prevalence rate decile score) + (60* the new diagnosis count decile score) + (5* the diagnosis rate decile score)

For example, the Dallas HSDA score was (30*10) + (5*10) + (60*10) + (5*10) = 1,000 and the El Paso HSDA score was (30*8) + (5*9) + (60*8) + (5*7) = 800.

The decile score for each formula input and the total score for each HSDA are shown below. The natural break points in scores determined the placement of HSDAs in areas.

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Table 1*: Morbidity area scores for Texas HSDAs*

	2016 Prevalence count decile	2016 Prevalence rate decile	2012-2016 new diagnosis count decile	2016 Diagnosis rate decile	Total score
Weight	*30*	*5*	*60*	*5*	
Dallas	10	10	10	10	1,000
San Antonio	10	9	10	9	990
Austin	9	10	9	9	905
Fort Worth	9	8	9	9	895
Houston (w.o. city)	9	5	9	5	860
Galveston	8	8	8	8	800
El Paso	8	9	8	7	800
Brownsville	8	6	8	6	780
Beaumont-Port Arthur	7	9	7	10	725
Tyler	7	8	7	6	700
Temple-Killeen	6	7	6	4	595
Corpus Christi	6	5	6	3	580
Lubbock	5	4	6	8	570
Lufkin	6	7	5	5	540
Bryan-College Sta.	5	6	5	8	520
Midland	4	2	5	6	460
Waco	5	5	4	3	430
Laredo	3	4	4	5	375
Texarkana	3	6	3	7	335
Amarillo	4	3	3	3	330
Abilene	3	3	3	1	290
Sherman-Denison	2	3	2	2	205
Victoria	2	2	2	2	200
San Angelo (ConchoPlateau)	1	1	2	4	175
Wichita Falls	2	1	1	1	130
Uvalde	1	2	1	3	115

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Appendix 3: Selecting Locally-Relevant Focus Populations

The Texas HIV Plan and this RFA call for HIV prevention programming to be focused on the groups that are most epidemiologically relevant to local communities. To determine the populations that make the largest contributions to local HIV epidemic profiles, DSHS used a formula to create population morbidly scores within each HSDA for the 11 populations shown below. We did not have data to score transgender persons, but this group will be eligible for services in each HSDA. Note that there are no age restrictions for any of the groups.

Table 1: Populations included in the analysis

Population	Description
Hispanic MSM	Hispanic gay and bisexual men and other men who have sex with men
Black MSM	Black gay and bisexual men and other men who have sex with men
White MSM	White gay and bisexual men and other men who have sex with men
Black heterosexual women	Black women who most likely acquired their infections through heterosexual sex
Black heterosexual men	Black men who most likely acquired their infections through heterosexual sex
Hispanic heterosexual women	Hispanic women who most likely acquired their infections through heterosexual sex
Hispanic heterosexual men	Hispanic men who most likely acquired their infections through heterosexual sex
White heterosexuals	White men and women who most likely acquired their infections through heterosexual sex
MSM/PWID	Gay and bisexual men and other men who have sex with who also inject drugs
PWID	People who inject drugs

For each HSDA, each population's score was calculated by multiplying the proportion of 2016 PLWH for that population in the HSDA by 35 and the proportion of new diagnoses between 2012 and 2016 for that population in the HSDA by 65 and adding those two figures together. The populations scores for each HSDA are shown in the tables below.

We used the population score along with the number of new diagnoses to identify locally relevant populations. Using both makes sure that the groups with the largest contributions to local epidemic profile are included, but it also lets groups with a higher number of new diagnoses be included even if they don't meet the score threshold.

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Table 2: Locally relevant populations in Area 1 HSDAs

Locally relevant populations in Area 1 HSDAs had a population score of at least 18 or at least 120 new diagnoses between 2012-2016

	Austin HSDA					Dallas HSDA					Fort Worth HSDA				
	PLWH 2016		New dx 2012-2016		Pop. score	PLWH 2016		New dx 2012-2016		Pop score	PLWH 2016		New dx 2012-2016		Pop score
	N	%	N	%		N	%	N	%		N	%	N	%	
Hispanic MSM	1,453	24%	513	34%	30	3,604	17%	1,059	21%	20	742	13%	224	16%	15
Black MSM	535	9%	159	10%	10	4,712	22%	1,469	30%	27	1,067	18%	390	28%	24
White MSM	1,995	33%	463	30%	31	5,371	26%	981	20%	22	1,233	21%	260	19%	19
Black Het Women	311	5%	76	5%	5	2,310	11%	518	10%	11	602	10%	157	11%	11
Black Het Men	113	2%	19	1%	1	563	3%	110	2%	2	217	4%	59	4%	4
Hispanic Het Women	181	3%	36	2%	3	555	3%	120	2%	2	162	3%	35	2%	3
Hispanic Het Men	104	2%	21	1%	1	188	1%	39	1%	1	103	2%	34	2%	2
White Heterosexuals	168	3%	26	2%	2	398	2%	94	2%	2	252	4%	71	5%	5
PWID	509	8%	75	5%	6	1,399	7%	194	4%	5	739	13%	51	4%	7
MSM/PWID	387	6%	62	4%	5	821	4%	120	2%	3	329	6%	25	2%	3

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	Houston HSDA					San Antonio HSDA				
	PLWH 2016		New dx 2012-2016		Pop score	PLWH 2016		New dx 2012-2016		Pop score
	N	%	N	%		N	%	N	%	
Hispanic MSM	873	16%	326	22%	20	2,892	44%	1,001	53%	50
Black MSM	949	17%	348	23%	21	501	8%	155	8%	8
White MSM	1,107	20%	270	18%	19	1,083	16%	278	15%	15
Black Het Women	715	13%	159	11%	11	223	3%	54	3%	3
Black Het Men	249	5%	45	3%	4	63	1%	13	1%	1
Hispanic Het Women	257	5%	61	4%	4	369	6%	79	4%	5
Hispanic Het Men	123	2%	31	2%	2	159	2%	35	2%	2
White Heterosexuals	282	5%	50	3%	4	125	2%	20	1%	1
PWID	450	8%	77	5%	6	605	9%	136	7%	8
MSM/PWID	204	4%	42	3%	3	300	5%	50	3%	3

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Table 3: Locally relevant populations in Area 2 HSDAs

Eligible populations in Area 2 HSDAs had a population score of at least 18 OR at least 45 new diagnoses

	Beaumont-Port Arthur HSDA					Brownsville HSDA					El Paso HSDA				
	PLWH 2016		New dx 2012-2016		Pop score	PLWH 2016		New dx 2012-2016		Pop score	PLWH 2016		New dx 2012-2016		Pop score
	N	%	N	%		N	%	N	%		N	%	N	%	
Hispanic MSM	55	5%	29	8%	7	1169	56%	412	63%	61	1,292	62%	388	68%	66
Black MSM	211	19%	95	27%	24	8	0%	1	0%	0	52	2%	27	5%	4
White MSM	173	16%	45	13%	14	96	5%	13	2%	3	99	5%	33	6%	5
Black Het Women	192	18%	54	15%	16	5	0%	1	0%	0	17	1%	8	1%	1
Black Het Men	56	5%	13	4%	4	3	0%	0	0%	0	12	1%	2	0%	0
Hispanic Het Women	21	2%	8	2%	2	331	16%	97	15%	15	190	9%	37	6%	7
Hispanic Het Men	10	1%	0	0%	0	218	10%	90	14%	13	126	6%	13	2%	4
White Heterosexuals	55	5%	7	2%	3	14	1%	3	0%	1	17	1%	5	1%	1
PWID	141	13%	53	15%	14	145	7%	20	3%	4	141	7%	30	5%	6
MSM/PWID	55	5%	7	2%	3	66	3%	9	1%	2	96	5%	20	4%	4

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	Galveston HSDA					Tyler HSDA				
	PLWH 2016		New dx 2012-2016		Pop score	PLWH 2016		New dx 2012-2016		Pop score
	N	%	N	%		N	%	N	%	
Hispanic MSM	193	12%	67	16%	15	94	6%	24	6%	6
Black MSM	203	13%	69	17%	15	267	17%	114	28%	24
White MSM	407	25%	83	20%	22	361	23%	97	24%	24
Black Het Women	149	9%	41	10%	10	215	14%	56	14%	14
Black Het Men	62	4%	18	4%	4	61	4%	15	4%	4
Hispanic Het Women	80	5%	28	7%	6	42	3%	9	2%	2
Hispanic Het Men	27	2%	7	2%	2	14	1%	1	0%	0
White Heterosexuals	109	7%	21	5%	6	103	7%	21	5%	6
PWID	207	13%	37	9%	10	224	14%	35	9%	11
MSM/PWID	109	7%	21	5%	6	100	6%	9	2%	4

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Table 4: Locally relevant populations in Area 3 HSDAs

Eligible populations in Area 3 HSDAs had a population score of at least 18 OR at least 20 new diagnoses

	Amarillo HSDA					Bryan-College Sta. HSDA					Corpus Christi HSDA				
	PLWH 2016		New dx 2012-2016		Pop score	PLWH 2016		New dx 2012-2016		Pop score	PLWH 2016		New dx 2012-2016		Pop score
	N	%	N	%		N	%	N	%		N	%	n	%	
Hispanic MSM	99	19%	44	34%	29	64	11%	36	19%	16	293	35%	113	52%	46
Black MSM	28	5%	14	11%	9	100	18%	44	24%	22	20	2%	3	1%	2
White MSM	137	26%	26	20%	22	99	18%	31	17%	17	136	16%	29	13%	14
Black Het Women	14	3%	3	2%	2	87	15%	20	11%	12	15	2%	2	1%	1
Black Het Men	9	2%	1	1%	1	31	6%	10	5%	5	10	1%	1	0%	1
Hispanic Het Women	30	6%	8	6%	6	23	4%	7	4%	4	95	11%	24	11%	11
Hispanic Het Men	12	2%	2	2%	2	8	1%	2	1%	1	44	5%	14	6%	6
White Het	30	6%	3	2%	4	24	4%	9	5%	5	24	3%	6	3%	3
PWID	82	16%	14	11%	13	76	13%	14	7%	10	116	14%	14	6%	9
MSM/PWID	42	8%	8	6%	7	25	4%	5	3%	3	57	7%	3	1%	3
	Laredo HSDA					Lubbock HSDA									
	PLWH 2016		New dx 2012-2016		Pop score	PLWH 2016		New dx 2012-2016		Pop score					
Hispanic MSM	N	%	N	%		N	%	N	%						
Black MSM	258	55%	107	68%	63	147	25%	77	36%	32					
White MSM	4	1%	0	0%	0	42	7%	24	11%	10					
Black Het Women	12	3%	0	0%	1	141	24%	52	25%	24					
Black Het Men	0	0%	0	0%	0	18	3%	7	3%	3					
Hispanic Het Women	0	0%	0	0%	0	4	1%	1	0%	1					
Hispanic Het Men	81	17%	23	15%	16	34	6%	14	7%	6					
White Heterosexuals	51	11%	21	13%	12	6	1%	4	2%	2					
PWID	1	0%	0	0%	0	18	3%	2	1%	2					
MSM/PWID	42	9%	4	3%	5	74	13%	14	7%	9					
	11	2%	2	1%	2	66	11%	9	4%	7					

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Eligible populations in Area 3 HSDAs had a population score of at least 18 OR at least 20 new diagnoses

	Lufkin HSDA					Midland-Odessa HSDA					Temple-Killeen HSDA				
	PLWH 2016		New dx 2012 -2016		Pop score	PLWH 2016		New dx 2012 -2016		Pop score	PLWH 2016		New dx 2012 -2016		Pop score
	N	%	N	%		N	%	N	%		N	%	N	%	
Hispanic MSM	25	4%	16	9%	7	153	28%	69	41%	37	83	10%	32	14%	13
Black MSM	96	15%	44	25%	22	31	6%	9	5%	5	167	20%	88	38%	32
White MSM	111	18%	28	16%	17	105	20%	31	18%	19	150	18%	34	15%	16
Black Het Women	103	17%	28	16%	16	16	3%	6	4%	3	96	12%	22	10%	10
Black Het Men	35	6%	5	3%	4	10	2%	2	1%	1	25	3%	5	2%	2
Hispanic Het Women	19	3%	5	3%	3	35	7%	14	8%	8	26	3%	7	3%	3
Hispanic Het Men	9	1%	1	1%	1	12	2%	4	2%	2	6	1%	2	1%	1
White Heterosexuals	48	8%	9	5%	6	27	5%	4	2%	3	41	5%	9	4%	4
PWID	95	15%	21	12%	13	63	12%	9	5%	8	121	15%	14	6%	9
MSM/PWID	32	5%	5	3%	4	57	11%	15	9%	9	39	5%	3	1%	3

	Texarkana HSDA					Waco HSDA				
	PLWH 2016		New dx 2012-2016		Pop score	PLWH 2016		New dx 2012-2016		Pop score
	N	%	N	%		N	%	N	%	
Hispanic MSM	19	4%	10	8%	6	53	10%	19	13%	
Black MSM	80	18%	37	28%	24	85	16%	25	16%	12
White MSM	93	21%	28	21%	21	97	18%	26	17%	16
Black Het Women	47	11%	14	11%	11	81	15%	25	16%	17
Black Het Men	19	4%	3	2%	3	27	5%	8	5%	16
Hispanic Het Women	9	2%	1	1%	1	10	2%	6	4%	5
Hispanic Het Men	9	2%	2	2%	2	11	2%	2	1%	3
White Heterosexuals	39	9%	6	5%	6	28	5%	9	6%	2
PWID	63	14%	14	11%	12	87	16%	15	10%	6
MSM/PWID	29	7%	2	2%	3	35	6%	6	4%	12

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Appendix 4: Letter of Intent

Respondents are required to submit a letter of intent (LOI) in the format provided by **4 P.M. CST on March 15, 2019.**

Valerie Griffin
Procurement Project Manager
HHSC Procurement & Contracting Services (PCS)
1100 W. 49th Street, M/S 2020
Austin, TX 78756

Ref: Letter of Intent for RFA: **#HHS0000778**

It is the intent of (responding legal entity name) to respond to the Department of State Health Service (DSHS) ***HIV Prevention Services*** request for applications RFA #: ***HHS0000778.***

(Responding legal entity name) intends to apply for the following:

- ☐ Funding Opportunity #1 – Routing HIV Screening in Health Care Settings
- ☐ Funding Opportunity #2 – Core HIV Prevention Programs that include:
  - ☐ Community Engagement
  - ☐ Condom Distribution
  - ☐ Focused Testing and Linkage/Re engagement Activities
- ☐ Funding Opportunity #3 – Pre-Exposure HIV Prophylaxis (PrEP) and Non-Occupational Post Exposure Prophylaxis (nPEP) programs
- ☐ Funding Opportunity #4 – Client-Level Behavioral Interventions
- ☐ Funding Opportunity #5 – Structural Interventions that address social Determinants of Health

It is understood that this LOI is not a commitment to apply.

AUTHORIZED REPRESENTATIVE	
Name:	
Title:	
Phone:	
Fax:	
Email:	
SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE

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Texas HIV Surveillance Report

2016 Annual Report

Epidemiology and Supplemental Projects Group
Prepared July 25, 2017

TEXAS Health and Human Services | Texas Department of State Health Services

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The Texas HIV Surveillance Report is an annual report generated by:

Texas Department of State Health Services
TB/HIV/STD Epidemiology and Surveillance Branch, MC 1873
P.O. Box 149347
Austin, Texas 78714
(512) 533-3000

Important Notes on the Data:

This report describes HIV infection and AIDS cases reported to the Texas Department of State Health Services Surveillance Program that were diagnosed through December 31, 2016 and reported to the system by June 30, 2017, the cut-off date for the creation of the current HIV analysis data file. Data are presented by year of diagnosis rather than year of report.

HIV Infection - Counted among HIV infection case numbers are all HIV cases regardless of disease status (HIV-only or AIDS) at diagnosis.

AIDS - The AIDS data in this report include all cases who were diagnosed with AIDS in the given time frame regardless of whether they were previously diagnosed as HIV-only or if they were a newly diagnosed and had already met the AIDS case definition.

People Living with HIV - These data represent the cumulative number of people living with HIV in Texas who are not known to be deceased. In terms of geography, cases are listed by residence at HIV or AIDS diagnosis. In early 2016, all Texas HIV cases were matched against two national death indices and many deaths not previously recorded in the surveillance system were discovered. These were not necessarily deaths due to HIV, nor were they deaths that occurred in any one time frame. Consequently, the number of people living with HIV in Texas is slightly lower than was listed in previous reports. Texas' HIV data is constantly evolving and improving, therefore the most recent report or analysis should be considered the most accurate.

Cumulative HIV Diagnoses - Cumulative data represent all cases in the Texas HIV reporting system, living or deceased, by residence at HIV or AIDS diagnosis.

A substantial number of cases of HIV infection and AIDS are reported without an identified risk factor, therefore multiple imputation is used to assign a risk factor for these cases using an algorithm provided by the Centers for Disease Control and Prevention. In this report, multiple imputation has been used in the tables showing estimated transmission categories for diagnoses among adults and adolescents.

Population numbers used to calculate rates are provided by the US Census Bureau, Population Estimates and Projections Program and are current as of July 31, 2017.

Population denominators used to calculate rates of HIV/AIDS among Men who have sex with Men (MSM) were estimated through a previously published methodology. These estimates are available through 2016. For more details, see:

> **Estimating the number of men who have sex with men by race/ethnicity at the county level in Texas.** Campagna J, Poe J, Robbins A, Rowlinson E, J Urban Health 2015 Feb; 92 (1):168-81.

Data on gender identity is not standardized in the Texas STD surveillance system. The sex of persons represented in this data may or may not reflect their current gender identity. DSHS is working to improve data collection on this highly impacted population so that data on transgender people can be included in future reports.

For accessible version of data from this report visit www.dshs.texas.gov/hivstd/reports/HIVSurveillanceReport2016Data.xls

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Reference: Terms and Resources

Definitions:

HIV infection and AIDS are defined, for surveillance purposes, by the Centers for Disease Control and Prevention of the United States Public Health Service. The publication designating the most current definition may be found at:

http://www.cdc.gov/hiv/topics/surveillance/resources/guidelines/#surveillance

Reporting Rules:

The rules and regulations for reporting sexually transmitted diseases have been adopted in the Texas Administrative Code, Chapter 97. The provisions for this chapter are issued under the Communicable Disease Prevention and Control Act, Health and Safety Code, Chapter 81, which provides the Board of Health with the authority to adopt rules concerning the reporting of communicable diseases; and §12.001, which provides the Texas Board of Health with the authority to adopt rules for the performance of every duty imposed by law on the Texas Board of Health, the Texas Department of State Health Services, and the Commissioner of Health. A copy of the rules can be obtained from the Texas Department of State Health Services at:

http://www.dshs.state.tx.us/hivstd/healthcare/reporting.shtm

The *Texas HIV Surveillance Report* and the *Texas HIV Quarterly Report* can be obtained at:

http://www.dshs.state.tx.us/hivstd/reports/default.shtm

Information on how to report HIV/AIDS and STD cases can be obtained by calling your local or regional health department, or by calling 1-800-705-8868.

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HIV Diagnoses by County of Residence, 2007-2016

	2007		2008		2009		2010		2011		2012		2013		2014		2015		2016	
County	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*
Anderson	2	3.5	4	6.9	11	18.8	8	13.7	9	15.4	12	20.7	3	5.2	4	6.9	9	15.7	4	6.9
Andrews	0	0.0	1	7.1	3	20.5	2	13.5	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	2	11.3
Angelina	4	4.7	5	5.9	9	10.5	13	15.0	14	16.0	8	9.1	7	8.0	10	11.4	7	8.0	9	10.3
Aransas	2	8.6	3	12.9	0	0.0	3	12.9	0	0.0	2	8.5	3	12.4	2	8.0	2	7.9	4	15.6
Archer	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Armstrong	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Atascosa	2	4.6	2	4.6	5	11.2	2	4.4	2	4.4	3	6.5	3	6.4	2	4.2	7	14.5	4	8.2
Austin	2	7.3	5	17.9	4	14.2	3	10.6	0	0.0	1	3.5	6	20.9	3	10.4	1	3.4	3	10.1
Bailey	0	0.0	0	0.0	1	14.2	0	0.0	1	13.9	0	0.0	1	14.0	0	0.0	0	0.0	0	0.0
Bandera	0	0.0	4	19.6	2	9.8	1	4.9	1	4.9	0	0.0	0	0.0	2	9.6	4	18.9	2	9.2
Bastrop	7	9.8	8	11.1	5	6.8	12	16.1	9	12.0	8	10.7	1	1.3	7	9.0	3	3.7	12	14.5
Baylor	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Bee	1	3.1	0	0.0	0	0.0	1	3.1	4	12.4	4	12.3	3	9.2	2	6.1	0	0.0	0	0.0
Bell	30	10.4	39	13.1	46	15.3	45	14.4	43	13.6	55	17.0	38	11.6	39	11.8	34	10.2	35	10.3
Bexar	271	16.8	290	17.6	317	18.8	300	17.4	334	19.0	325	18.2	369	20.3	324	17.4	364	19.2	360	18.7
Blanco	0	0.0	0	0.0	0	0.0	2	19.0	2	18.9	3	28.2	0	0.0	0	0.0	1	9.0	3	26.3
Borden	0	0.0	0	0.0	0	0.0	0	0.0	2	318.5	3	489.4	0	0.0	0	0.0	2	312.0	0	0.0
Bosque	1	5.5	0	0.0	0	0.0	0	0.0	1	5.5	1	5.5	1	5.6	2	11.3	5	27.9	0	0.0
Bowie	2	2.2	3	3.3	8	8.7	12	12.9	9	9.7	10	10.7	9	9.6	22	23.5	18	19.3	13	13.9
Brazoria	20	6.8	21	7.0	32	10.3	29	9.2	33	10.3	30	9.2	43	13.0	25	7.4	25	7.2	38	10.7
Brazos	27	15.0	27	14.6	18	9.4	14	7.2	35	17.7	34	17.0	22	10.8	24	11.5	22	10.2	34	15.4
Brewster	0	0.0	0	0.0	0	0.0	1	10.8	0	0.0	1	10.8	0	0.0	0	0.0	0	0.0	1	10.9
Briscoe	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	66.5	0	0.0
Brooks	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	13.8	0	0.0	0	0.0	0	0.0
Brown	0	0.0	4	10.5	1	2.6	0	0.0	1	2.6	1	2.6	1	2.6	0	0.0	4	10.5	0	0.0
Burleson	2	11.8	1	5.9	4	23.4	1	5.8	2	11.6	2	11.5	2	11.6	1	5.8	3	17.1	2	11.3
Burnet	2	4.8	2	4.7	2	4.7	2	4.7	2	4.6	1	2.3	2	4.6	0	0.0	3	6.6	1	2.2
Caldwell	3	8.1	4	10.6	4	10.6	6	15.7	5	13.0	9	23.3	4	10.2	5	12.6	5	12.4	11	26.7
Calhoun	1	4.8	1	4.7	0	0.0	4	18.8	0	0.0	0	0.0	2	9.2	0	0.0	1	4.6	2	9.1
Callahan	0	0.0	0	0.0	2	14.8	2	14.8	1	7.4	0	0.0	0	0.0	1	7.4	0	0.0	1	7.2
Cameron	44	11.4	48	12.2	43	10.7	56	13.7	46	11.1	39	9.4	47	11.3	59	14.1	61	14.5	39	9.2
Camp	0	0.0	0	0.0	1	8.1	0	0.0	1	8.1	0	0.0	1	8.0	5	39.5	1	7.9	1	7.8
Carson	0	0.0	0	0.0	0	0.0	0	0.0	2	31.9	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Cass	1	3.3	1	3.3	1	3.3	1	3.3	5	16.4	3	9.9	5	16.4	4	13.2	0	0.0	3	9.9
Castro	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	12.8	0	0.0	0	0.0
Chambers	3	9.8	0	0.0	3	8.8	1	2.8	0	0.0	0	0.0	0	0.0	2	5.3	5	12.9	2	5.0
Cherokee	7	14.1	7	14.0	6	11.9	6	11.8	4	7.8	4	7.8	4	7.8	5	9.8	9	17.5	5	9.7
Childress	0	0.0	0	0.0	0	0.0	2	28.3	0	0.0	0	0.0	0	0.0	1	14.2	0	0.0	0	0.0
Clay	0	0.0	1	9.2	0	0.0	1	9.3	2	18.7	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Cochran	2	62.6	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	34.2	0	0.0	0	0.0
Coke	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	31.3	2	61.9	0	0.0	0	0.0
Coleman	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	11.9	1	12.0	0	0.0
Collin	93	13.0	75	10.1	93	12.1	89	11.3	66	8.1	79	9.4	84	9.8	88	9.9	75	8.2	92	9.8
Collingsworth	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Colorado	3	14.5	1	4.8	3	14.4	1	4.8	1	4.8	0	0.0	1	4.8	4	19.4	0	0.0	4	19.0
Comal	5	5.0	6	5.8	7	6.6	9	8.2	6	5.4	9	7.8	9	7.6	8	6.5	2	1.5	4	3.0
Comanche	0	0.0	0	0.0	1	7.2	0	0.0	1	7.2	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Concho	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Cooke	0	0.0	0	0.0	0	0.0	1	2.6	1	2.6	2	5.2	0	0.0	1	2.6	1	2.6	2	5.1
Coryell	3	4.1	7	9.4	4	5.4	4	5.3	5	6.5	3	3.9	5	6.6	6	8.0	3	4.0	3	4.0
Cottle	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Crane	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	20.7
Crockett	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Crosby	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Culberson	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	44.2	0	0.0	0	0.0
Dallam	2	31.6	0	0.0	0	0.0	0	0.0	0	0.0	1	14.3	0	0.0	0	0.0	0	0.0	0	0.0
Dallas	814	35.5	794	34.3	861	36.7	945	39.8	846	35.1	794	32.4	789	31.8	877	34.9	791	31.1	815	31.7
Dawson	0	0.0	1	7.2	0	0.0	0	0.0	0	0.0	1	7.3	0	0.0	0	0.0	0	0.0	0	0.0
Deaf Smith	3	15.9	1	5.2	1	5.2	0	0.0	0	0.0	0	0.0	1	5.2	0	0.0	0	0.0	1	5.3
Delta	0	0.0	0	0.0	0	0.0	0	0.0	1	19.2	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Denton	60	9.9	49	7.8	55	8.5	53	7.9	72	10.5	56	7.9	53	7.3	59	7.8	79	10.1	57	7.1
DeWitt	1	5.0	0	0.0	3	15.0	1	5.0	0	0.0	0	0.0	1	4.9	1	4.8	3	14.4	4	19.2
Dickens	0	0.0	0	0.0	1	41.3	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Dimmit	0	0.0	2	20.3	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	9.1	0	0.0	0	0.0

* Rates represent cases per 100,000 population.

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HIV Diagnoses by County of Residence, 2007-2016

County	2007		2008		2009		2010		2011		2012		2013		2014		2015		2016	
	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*
Donley	0	0.0	1	27.1	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Duval	1	8.3	0	0.0	0	0.0	1	8.5	0	0.0	1	8.6	0	0.0	1	8.7	1	8.8	0	0.0
Eastland	1	5.4	0	0.0	0	0.0	0	0.0	0	0.0	2	10.9	1	5.5	1	5.5	0	0.0	0	0.0
Ector	6	4.6	14	10.5	8	5.8	11	8.0	8	5.7	11	7.6	10	6.7	10	6.5	21	13.2	23	14.6
Edwards	0	0.0	1	48.0	2	99.4	2	100.1	0	0.0	1	50.7	1	53.2	1	52.9	0	0.0	2	104.7
Ellis	9	6.4	16	11.1	8	5.4	10	6.7	11	7.2	4	2.6	10	6.4	9	5.6	12	7.3	13	7.7
El Paso	117	15.5	80	10.4	77	9.8	108	13.4	103	12.6	132	15.9	114	13.7	108	12.9	112	13.4	93	11.1
Erath	3	8.2	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	2.5	1	2.5	1	2.4	2	4.8
Falls	1	5.6	1	5.7	1	5.6	1	5.6	1	5.6	1	5.7	3	17.4	1	5.8	2	11.7	0	0.0
Fannin	0	0.0	1	3.0	0	0.0	2	5.9	0	0.0	3	8.9	3	8.9	2	5.9	2	5.9	0	0.0
Fayette	0	0.0	2	8.2	0	0.0	1	4.1	2	8.1	4	16.2	0	0.0	0	0.0	2	8.0	0	0.0
Fisher	0	0.0	1	24.6	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Floyd	0	0.0	0	0.0	1	15.4	0	0.0	1	15.6	0	0.0	1	15.9	2	33.5	1	16.9	2	33.8
Foard	0	0.0	0	0.0	1	75.7	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Fort Bend	39	7.5	51	9.4	65	11.4	44	7.5	61	10.1	67	10.7	66	10.1	73	10.7	60	8.4	68	9.2
Franklin	0	0.0	0	0.0	0	0.0	2	18.9	0	0.0	0	0.0	0	0.0	2	19.0	1	9.5	2	18.9
Freestone	2	10.4	1	5.1	2	10.1	0	0.0	0	0.0	2	10.3	2	10.2	6	30.6	1	5.1	1	5.1
Frio	1	6.0	1	5.9	2	11.7	1	5.8	0	0.0	2	11.2	3	16.4	1	5.3	0	0.0	3	15.8
Gaines	1	6.2	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	4.9
Galveston	41	14.4	38	13.2	63	21.9	49	16.8	33	11.2	37	12.3	36	11.7	49	15.6	54	16.8	45	13.7
Garza	1	16.5	0	0.0	4	62.8	0	0.0	1	15.2	0	0.0	1	15.6	0	0.0	0	0.0	1	15.5
Gillespie	1	4.2	0	0.0	2	8.1	0	0.0	0	0.0	1	4.0	0	0.0	1	3.9	1	3.8	2	7.5
Glasscock	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	75.0	2	152.2
Goliad	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	13.6	0	0.0	0	0.0	2	26.6	0	0.0
Gonzales	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	2	9.9	0	0.0	0	0.0	0	0.0
Gray	0	0.0	2	8.8	0	0.0	0	0.0	3	13.3	2	8.8	1	4.4	0	0.0	1	4.3	1	4.4
Grayson	7	5.9	3	2.5	4	3.3	6	5.0	9	7.4	8	6.6	8	6.5	11	8.9	12	9.6	6	4.7
Gregg	31	26.2	15	12.6	31	25.6	27	22.1	17	13.9	29	23.6	17	13.8	27	22.0	34	27.5	15	12.1
Grimes	3	11.5	2	7.6	6	22.7	1	3.8	0	0.0	1	3.7	1	3.7	3	11.1	3	10.9	1	3.6
Guadalupe	2	1.7	4	3.2	6	4.7	4	3.0	8	5.9	6	4.3	12	8.4	7	4.8	6	4.0	8	5.2
Hale	2	5.5	0	0.0	0	0.0	2	5.5	0	0.0	0	0.0	1	2.8	2	5.8	2	5.8	2	5.8
Hall	1	29.1	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Hamilton	0	0.0	0	0.0	0	0.0	1	11.8	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Hansford	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Hardeman	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Hardin	2	3.8	4	7.5	5	9.2	5	9.1	1	1.8	1	1.8	3	5.4	3	5.4	3	5.4	2	3.6
Harris	1,162	30.1	1,248	31.7	1,252	31.0	1,326	32.3	1,212	29.0	1,258	29.5	1,212	27.9	1,230	27.7	1,233	27.2	1,205	26.3
Harrison	9	14.1	6	9.4	9	13.8	10	15.2	6	9.0	7	10.6	6	9.1	6	9.0	2	3.0	5	7.5
Hartley	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Haskell	0	0.0	1	17.1	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	17.3	1	17.6
Hays	15	10.7	11	7.4	6	3.9	3	1.9	18	11.0	9	5.3	11	6.2	18	9.7	11	5.7	19	9.3
Hemphill	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	24.2	0	0.0	0	0.0	0	0.0
Henderson	4	5.1	6	7.7	5	6.4	4	5.1	3	3.8	6	7.6	6	7.6	4	5.1	1	1.3	5	6.3
Hidalgo	65	9.1	62	8.4	77	10.2	86	11.0	79	9.9	72	8.9	91	11.1	75	9.0	79	9.4	78	9.2
Hill	2	5.8	2	5.7	2	5.7	2	5.7	3	8.5	2	5.7	1	2.9	1	2.9	2	5.7	2	5.7
Hockley	0	0.0	0	0.0	3	13.0	1	4.4	0	0.0	2	8.7	0	0.0	0	0.0	4	17.0	2	8.6
Hood	2	4.1	4	8.0	5	9.8	2	3.9	3	5.8	3	5.8	2	3.8	2	3.7	2	3.6	2	3.5
Hopkins	1	2.9	6	17.4	4	11.5	2	5.7	2	5.7	1	2.8	3	8.5	2	5.6	1	2.8	2	5.5
Houston	6	25.4	6	25.4	6	25.4	3	12.7	6	25.7	4	17.3	10	44.0	6	26.4	5	22.1	5	22.0
Howard	4	11.8	1	2.9	1	2.9	2	5.7	2	5.7	2	5.6	3	8.3	0	0.0	1	2.7	2	5.4
Hudspeth	1	28.9	0	0.0	0	0.0	0	0.0	0	0.0	1	29.8	0	0.0	0	0.0	0	0.0	0	0.0
Hunt	6	7.1	10	11.8	6	7.0	2	2.3	6	6.9	7	8.0	4	4.6	8	9.0	6	6.7	9	9.8
Hutchinson	0	0.0	1	4.6	1	4.5	1	4.5	1	4.5	1	4.6	0	0.0	0	0.0	2	9.2	1	4.6
Irion	1	62.2	0	0.0	0	0.0	0	0.0	0	0.0	1	63.6	0	0.0	0	0.0	1	64.7	1	64.2
Jack	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Jackson	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	2	13.6	0	0.0	0	0.0
Jasper	3	8.6	4	11.4	0	0.0	3	8.4	5	13.8	3	8.4	7	19.6	1	2.8	3	8.5	0	0.0
Jeff Davis	0	0.0	1	43.2	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Jefferson	60	24.2	68	27.3	72	28.6	55	21.8	57	22.5	67	26.7	61	24.1	53	21.0	37	14.6	68	26.7
Jim Hogg	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	3	57.0	0	0.0	0	0.0
Jim Wells	2	4.9	1	2.5	1	2.5	0	0.0	1	2.4	2	4.8	1	2.4	4	9.6	0	0.0	1	2.4
Johnson	5	3.4	9	6.1	6	4.0	11	7.3	7	4.6	5	3.3	13	8.4	5	3.2	13	8.1	7	4.3
Jones	0	0.0	0	0.0	2	10.0	1	4.9	0	0.0	0	0.0	0	0.0	2	10.1	1	5.0	0	0.0
Karnes	0	0.0	2	13.5	1	6.8	2	13.5	1	6.7	0	0.0	0	0.0	1	6.7	1	6.5	1	6.6

* Rates represent cases per 100,000 population.

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HIV Diagnoses by County of Residence, 2007-2016

	2007		2008		2009		2010		2011		2012		2013		2014		2015		2016	
County	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*
Kaufman	8	8.4	10	10.1	6	5.9	12	11.5	13	12.3	7	6.6	6	5.5	13	11.7	11	9.6	6	5.1
Kendall	3	9.9	1	3.1	2	6.1	2	5.9	2	5.8	1	2.8	4	10.7	0	0.0	0	0.0	0	0.0
Kenedy	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Kent	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Kerr	1	2.1	1	2.0	3	6.1	1	2.0	1	2.0	2	4.0	2	4.0	3	5.9	0	0.0	1	1.9
Kimble	0	0.0	0	0.0	1	21.6	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	22.6
King	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Kinney	0	0.0	0	0.0	1	28.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Kleberg	6	19.1	0	0.0	1	3.1	5	15.6	0	0.0	1	3.1	1	3.1	2	6.3	3	9.5	2	6.3
Knox	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Lamar	3	6.1	0	0.0	5	10.1	4	8.0	1	2.0	1	2.0	3	6.1	2	4.0	2	4.0	5	10.0
Lamb	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	7.2	0	0.0	0	0.0	0	0.0	0	0.0
Lampasas	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	5.0	0	0.0	0	0.0	0	0.0	0	0.0
La Salle	0	0.0	1	15.0	3	44.3	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Lavaca	0	0.0	0	0.0	0	0.0	1	5.2	0	0.0	0	0.0	0	0.0	0	0.0	1	5.0	0	0.0
Lee	0	0.0	1	6.0	0	0.0	0	0.0	1	6.0	2	12.1	0	0.0	0	0.0	1	5.9	0	0.0
Leon	2	12.2	1	5.9	1	5.9	1	6.0	2	11.9	1	6.0	0	0.0	0	0.0	1	5.8	1	5.8
Liberty	3	4.0	12	16.0	5	6.7	9	11.9	4	5.3	4	5.2	7	9.1	4	5.1	6	7.5	3	3.7
Limestone	2	8.7	0	0.0	2	8.6	2	8.5	2	8.5	1	4.2	7	30.0	1	4.3	1	4.3	1	4.3
Lipscomb	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Live Oak	1	8.7	0	0.0	1	8.8	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	8.2	1	8.3
Llano	1	5.3	0	0.0	0	0.0	0	0.0	1	5.3	0	0.0	3	15.5	0	0.0	0	0.0	1	4.9
Loving	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Lubbock	13	4.9	15	5.6	27	9.8	21	7.5	24	8.5	27	9.4	30	10.3	40	13.6	43	14.4	39	12.9
Lynn	0	0.0	1	16.9	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	17.6	1	17.5
McCulloch	0	0.0	0	0.0	0	0.0	1	12.2	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	2	24.5
McLennan	22	9.7	20	8.7	38	16.4	24	10.2	27	11.4	22	9.2	25	10.4	18	7.4	22	9.0	16	6.5
McMullen	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Madison	3	22.5	0	0.0	0	0.0	6	43.7	4	29.1	0	0.0	1	7.3	0	0.0	1	7.2	3	21.4
Marion	2	18.3	1	9.3	1	9.4	4	38.1	2	19.2	0	0.0	0	0.0	1	9.9	0	0.0	1	9.9
Martin	0	0.0	0	0.0	1	21.2	0	0.0	0	0.0	0	0.0	1	18.9	0	0.0	0	0.0	0	0.0
Mason	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Matagorda	4	11.0	4	10.9	5	13.7	4	10.9	6	16.3	2	5.5	8	21.9	6	16.4	9	24.4	5	13.4
Maverick	3	5.8	3	5.7	2	3.7	7	12.8	5	9.0	8	14.4	4	7.1	3	5.3	1	1.7	5	8.7
Medina	1	2.2	1	2.2	3	6.6	2	4.3	1	2.1	0	0.0	6	12.7	4	8.4	0	0.0	2	4.1
Menard	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Midland	3	2.3	8	6.0	7	5.1	8	5.8	14	10.0	12	8.2	8	5.3	10	6.4	12	7.4	12	7.4
Milam	5	20.0	2	8.0	1	4.0	0	0.0	0	0.0	1	4.1	3	12.4	0	0.0	1	4.1	2	8.0
Mills	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Mitchell	0	0.0	1	10.8	0	0.0	0	0.0	1	10.6	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Montague	0	0.0	0	0.0	0	0.0	0	0.0	1	5.1	1	5.1	0	0.0	0	0.0	1	5.2	0	0.0
Montgomery	26	6.3	28	6.5	31	7.0	22	4.8	28	5.9	25	5.2	35	7.0	29	5.6	40	7.5	43	7.7
Moore	1	4.9	1	4.8	0	0.0	0	0.0	0	0.0	2	8.9	2	9.0	1	4.5	1	4.5	1	4.5
Morris	1	7.5	2	15.3	0	0.0	2	15.5	1	7.8	2	15.7	0	0.0	2	15.8	0	0.0	2	15.9
Motley	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	86.2
Nacogdoches	7	11.2	13	20.6	10	15.6	4	6.2	7	10.7	4	6.1	3	4.6	9	13.8	4	6.1	6	9.1
Navarro	5	10.6	10	21.1	6	12.6	6	12.5	6	12.5	6	12.5	3	6.2	7	14.6	6	12.4	2	4.1
Newton	0	0.0	1	6.9	0	0.0	2	13.9	0	0.0	2	14.0	2	14.1	1	7.1	0	0.0	0	0.0
Nolan	1	6.8	1	6.6	0	0.0	0	0.0	2	13.2	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Nueces	25	7.6	21	6.3	22	6.5	21	6.2	41	11.9	28	8.1	26	7.4	33	9.3	37	10.3	32	8.9
Ochiltree	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	9.5	0	0.0	0	0.0	0	0.0	3	29.1
Oldham	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Orange	5	6.1	6	7.3	8	9.8	8	9.8	6	7.3	10	12.1	15	18.1	9	10.8	8	9.5	5	5.9
Palo Pinto	2	7.2	2	7.2	0	0.0	0	0.0	0	0.0	1	3.6	1	3.6	2	7.1	2	7.2	0	0.0
Panola	1	4.3	0	0.0	2	8.4	2	8.4	2	8.3	1	4.2	0	0.0	0	0.0	0	0.0	3	12.8
Parker	3	2.7	6	5.3	6	5.2	6	5.1	5	4.2	4	3.3	2	1.7	3	2.4	3	2.4	7	5.4
Parmer	1	9.9	3	30.0	1	9.9	0	0.0	0	0.0	0	0.0	1	10.0	0	0.0	0	0.0	0	0.0
Pecos	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	6.4	0	0.0	2	12.5	0	0.0
Polk	4	8.7	2	4.4	7	15.4	2	4.4	4	8.8	4	8.7	5	10.9	1	2.2	9	19.2	4	8.3
Potter	12	10.0	12	10.0	15	12.5	14	11.5	17	13.9	8	6.5	10	8.2	9	7.4	25	20.6	13	10.8
Presidio	1	13.0	0	0.0	0	0.0	0	0.0	1	12.9	0	0.0	1	13.7	0	0.0	1	14.5	0	0.0
Rains	0	0.0	0	0.0	0	0.0	0	0.0	1	9.1	2	18.3	0	0.0	0	0.0	0	0.0	0	0.0
Randall	5	4.4	2	1.7	3	2.5	4	3.3	3	2.4	6	4.8	5	3.9	5	3.9	14	10.7	5	3.8
Reagan	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0

* Rates represent cases per 100,000 population.

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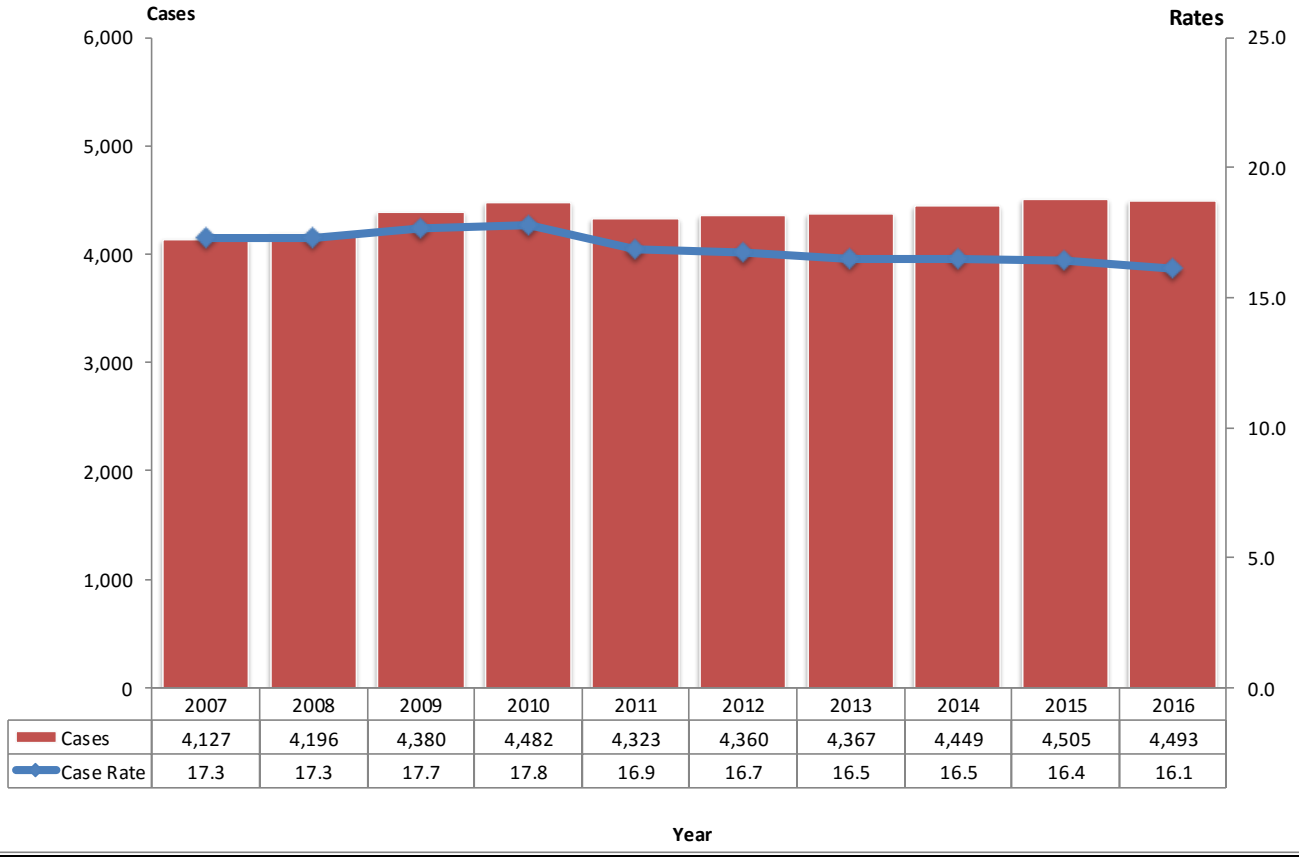
HIV Diagnoses by County of Residence, 2007-2016

	2007		2008		2009		2010		2011		2012		2013		2014		2015		2016	
County	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*
Real	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Red River	0	0.0	0	0.0	0	0.0	2	15.6	0	0.0	2	15.7	0	0.0	0	0.0	2	16.1	0	0.0
Reeves	0	0.0	1	7.6	1	7.4	0	0.0	1	7.3	1	7.2	2	14.2	1	6.9	0	0.0	4	26.8
Refugio	0	0.0	0	0.0	0	0.0	2	27.2	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Roberts	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Robertson	2	12.1	0	0.0	1	6.0	1	6.0	2	12.0	1	6.1	2	12.2	2	12.2	0	0.0	0	0.0
Rockwall	2	2.8	0	0.0	4	5.2	6	7.6	3	3.7	2	2.4	6	7.1	3	3.4	5	5.5	4	4.3
Runnels	1	9.5	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	9.5	1	9.6
Rusk	5	9.8	4	7.7	2	3.8	1	1.9	2	3.7	2	3.7	4	7.5	2	3.8	4	7.6	3	5.7
Sabine	2	19.0	0	0.0	2	18.7	1	9.2	0	0.0	2	19.1	0	0.0	0	0.0	0	0.0	1	9.7
San Augustine	0	0.0	1	11.1	1	11.2	0	0.0	1	11.3	1	11.3	0	0.0	1	11.7	0	0.0	0	0.0
San Jacinto	1	3.9	1	3.9	1	3.8	2	7.6	1	3.7	3	11.1	4	14.9	1	3.7	4	14.6	4	14.4
San Patricio	3	4.5	2	3.0	1	1.5	4	6.2	0	0.0	3	4.6	2	3.0	6	9.0	0	0.0	2	3.0
San Saba	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Schleicher	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Scurry	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	5.8
Shackelford	0	0.0	0	0.0	1	29.7	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Shelby	6	23.6	1	3.9	1	3.9	1	3.9	1	3.9	3	11.5	1	3.9	1	3.9	2	7.9	2	7.8
Sherman	0	0.0	1	32.9	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Smith	20	10.0	22	10.8	19	9.2	21	10.0	20	9.4	21	9.8	21	9.7	24	10.9	20	9.0	24	10.7
Somervell	0	0.0	1	12.1	1	11.9	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Starr	0	0.0	1	1.7	0	0.0	1	1.6	1	1.6	2	3.2	4	6.4	3	4.8	4	6.3	1	1.6
Stephens	0	0.0	1	10.5	0	0.0	0	0.0	0	0.0	0	0.0	1	10.2	0	0.0	1	10.1	0	0.0
Sterling	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Stonewall	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Sutton	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Swisher	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Tarrant	233	13.6	269	15.4	270	15.1	267	14.7	282	15.3	255	13.5	250	13.1	227	11.7	277	14.0	302	15.0
Taylor	11	8.6	6	4.7	11	8.4	9	6.8	4	3.0	5	3.7	7	5.2	5	3.7	13	9.5	8	5.9
Terrell	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Terry	0	0.0	2	16.1	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Throckmorton	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Titus	2	6.6	0	0.0	2	6.3	1	3.1	2	6.2	1	3.1	0	0.0	2	6.2	2	6.1	3	9.2
Tom Green	3	2.8	8	7.4	7	6.4	3	2.7	6	5.4	3	2.6	13	11.3	14	12.0	9	7.6	8	6.8
Travis	225	23.6	207	21.1	192	19.1	197	19.1	234	22.0	251	22.9	219	19.5	239	20.8	287	24.4	242	20.2
Trinity	3	20.8	0	0.0	1	6.9	2	13.6	0	0.0	0	0.0	0	0.0	1	7.0	1	6.9	1	6.9
Tyler	2	9.4	1	4.6	2	9.2	1	4.6	2	9.2	1	4.7	1	4.7	0	0.0	0	0.0	2	9.4
Upshur	4	10.5	1	2.6	7	17.9	2	5.1	1	2.5	2	5.0	0	0.0	3	7.4	1	2.5	4	9.8
Upton	0	0.0	0	0.0	0	0.0	1	29.9	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Uvalde	1	3.8	2	7.6	1	3.8	0	0.0	0	0.0	1	3.7	4	14.9	2	7.4	0	0.0	2	7.3
Val Verde	2	4.2	0	0.0	1	2.1	3	6.1	2	4.1	1	2.0	1	2.0	3	6.2	1	2.0	1	2.0
Van Zandt	1	1.9	4	7.6	4	7.6	3	5.7	2	3.8	2	3.8	1	1.9	4	7.6	1	1.9	3	5.5
Victoria	4	4.7	4	4.7	5	5.8	7	8.1	4	4.6	8	9.0	4	4.4	4	4.4	7	7.6	4	4.3
Walker	7	10.7	6	9.1	8	12.0	6	8.8	7	10.2	6	8.8	12	17.3	7	10.0	11	15.6	8	11.2
Waller	7	17.6	8	19.7	7	16.6	1	2.3	7	15.9	4	9.0	6	13.2	5	10.7	4	8.2	4	8.0
Ward	1	9.7	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	8.6	1	8.6	1	8.6
Washington	1	3.1	3	9.1	4	12.0	3	8.9	0	0.0	2	5.9	2	5.8	5	14.5	3	8.6	2	5.7
Webb	32	13.6	30	12.5	12	4.9	26	10.3	29	11.4	26	10.0	27	10.2	36	13.5	24	8.9	29	10.7
Wharton	3	7.3	9	22.0	6	14.6	0	0.0	7	16.9	1	2.4	0	0.0	6	14.6	5	12.0	1	2.4
Wheeler	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Wichita	6	4.6	8	6.1	11	8.4	9	6.8	2	1.5	6	4.6	4	3.0	13	9.8	3	2.3	7	5.3
Wilbarger	2	14.5	1	7.4	0	0.0	1	7.4	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	7.8
Willacy	0	0.0	2	9.2	1	4.6	2	9.0	4	18.1	1	4.5	1	4.6	3	13.7	3	13.7	1	4.6
Williamson	31	8.3	29	7.3	24	5.8	14	3.3	23	5.2	16	3.5	36	7.6	28	5.7	19	3.7	24	4.5
Wilson	2	5.0	3	7.2	1	2.4	3	7.0	2	4.6	3	6.7	0	0.0	5	10.8	0	0.0	0	0.0
Winkler	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	2	26.3	0	0.0	0	0.0	0	0.0
Wise	1	1.7	3	5.2	0	0.0	3	5.1	1	1.7	0	0.0	1	1.6	2	3.2	1	1.6	4	6.2
Wood	4	9.7	1	2.4	3	7.2	1	2.4	1	2.4	0	0.0	1	2.3	0	0.0	1	2.3	6	13.6
Yoakum	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	12.4	1	12.2	0	0.0	0	0.0	0	0.0
Young	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	2	10.9	0	0.0	0	0.0	0	0.0	0	0.0
Zapata	0	0.0	2	14.7	2	14.4	0	0.0	1	7.0	1	7.0	0	0.0	0	0.0	0	0.0	0	0.0
Zavala	3	25.7	2	17.1	0	0.0	0	0.0	1	8.5	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
ICE** Facilities	7		18		30		44		58		71		88		96		102		147	
Federal Prisons	11		6		13		22		18		37		43		39		29		36	
TDCJ ***	250		228		189		175		115		136		114		91		94		73	
Total	4,127	17.3	4,196	17.3	4,380	17.7	4,482	17.8	4,323	16.9	4,360	16.7	4,367	16.5	4,449	16.5	4,505	16.4	4,493	16.1

* Rates represent cases per 100,000 population ** Immigrations and Customs Enforcement ***Texas Department of Criminal Justice.

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Texas HIV Diagnosis and Case Rates by Year of Diagnosis, 2007-2016



HIV Diagnoses by Sex, Race/Ethnicity and Age Group, 2007-2016

	2007		2008		2009		2010		2011		2012		2013		2014		2015		2016	
	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*
Sex																				
Male	3,145	26.6	3,257	27.0	3,412	27.7	3,489	27.9	3,436	27.0	3,526	27.3	3,551	27.0	3,621	27.1	3,676	27.0	3,720	26.9
Female	982	8.2	939	7.7	968	7.7	993	7.8	887	6.9	834	6.3	816	6.1	828	6.1	829	6.0	773	5.5
Total	4,127		4,196		4,380		4,482		4,323		4,360		4,367		4,449		4,505		4,493	
Race																				
White	952	8.3	968	8.4	943	8.2	914	7.9	868	7.4	900	7.6	921	7.8	902	7.5	909	7.5	937	7.7
Black	1,613	57.3	1,693	59.1	1,731	59.2	1,755	58.8	1,590	52.3	1,583	51.0	1,620	51.1	1,633	50.4	1,632	49.2	1,623	47.8
Hispanic	1,359	15.8	1,348	15.1	1,477	16.0	1,570	16.5	1,603	16.5	1,649	16.6	1,612	15.8	1,710	16.4	1,752	16.5	1,745	16.0
Other	41	4.2	47	4.6	45	4.2	55	4.9	73	6.2	63	5.1	78	6.1	79	5.8	92	6.5	80	5.4
Unknown	162		140		184		188		189		165		136		125		120		108	
Age Group																				
0 - 9	23	0.6	17	0.5	19	0.5	15	0.4	24	0.6	16	0.4	13	0.3	13	0.3	13	0.3	8	0.2
10 - 14	5	0.3	3	0.2	6	0.3	4	0.2	6	0.3	9	0.5	6	0.3	7	0.4	4	0.2	6	0.3
15 - 19	187	10.3	198	10.7	251	13.4	256	13.6	232	12.3	239	12.7	209	11.1	216	11.3	223	11.5	218	11.1
20 - 24	563	31.9	668	37.6	727	40.4	801	43.8	803	42.8	817	42.3	835	42.4	923	46.1	885	44.0	815	40.6
25 - 29	656	37.3	679	37.5	690	37.5	669	36.0	692	36.8	741	39.0	810	42.2	856	43.5	862	42.7	989	47.8
30 - 34	575	34.5	579	34.3	626	36.3	650	36.7	565	31.1	629	33.7	637	33.3	601	30.7	688	34.6	707	35.1
35 - 39	622	36.2	597	34.1	551	31.2	532	30.2	495	28.3	463	26.4	452	25.5	486	26.9	510	27.4	457	23.9
40 - 44	557	32.9	515	30.7	520	31.0	512	30.1	464	26.6	456	25.5	417	23.1	409	22.5	367	20.1	345	19.0
45+	939	11.8	940	11.5	990	11.7	1,043	12.0	1,042	11.7	990	10.9	988	10.6	938	9.9	953	9.8	948	9.5
Unknown	0		0		0		0		0		0		0		0		0		0	
Total	4,127	17.3	4,196	17.3	4,380	17.7	4,482	17.8	4,323	16.9	4,360	16.7	4,367	16.5	4,449	16.5	4,505	16.4	4,493	16.1

* Rates represent cases per 100,000 population.

Note: Transgender persons may be included in male, female, or unknown sex categories

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HIV Diagnoses by Age Group, Race/Ethnicity and Sex, 2016

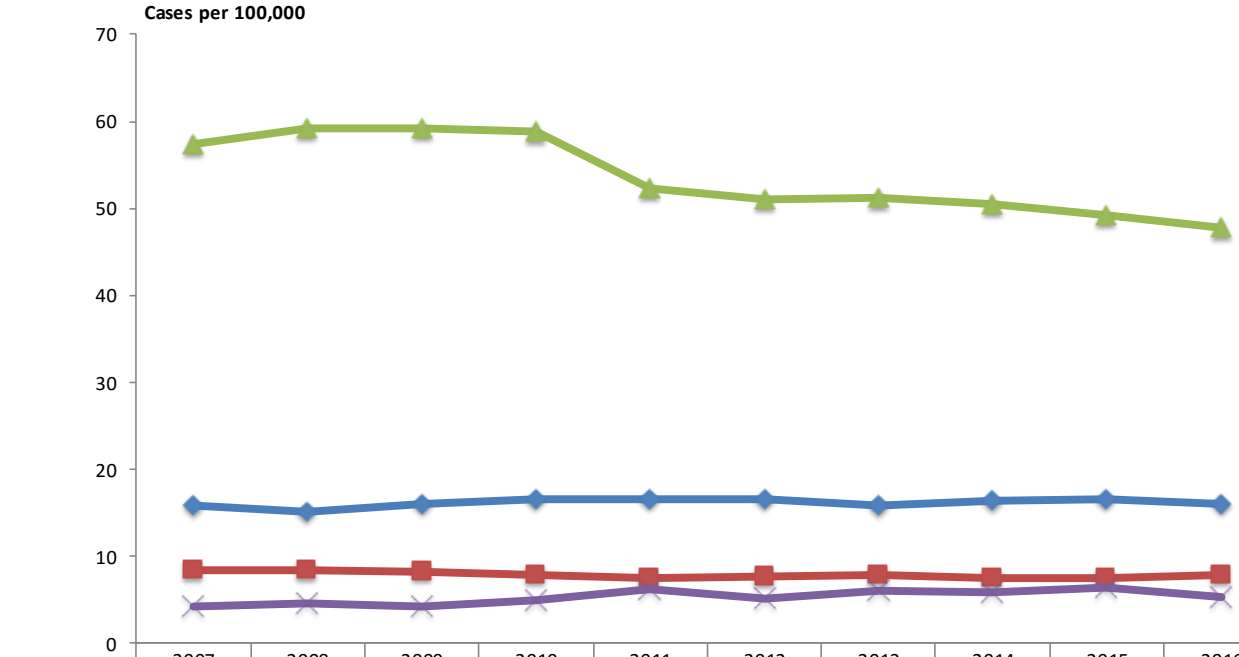
Age Group	Male						Female						Unk Sex	Total	Percent
	White	Black	Hisp.	Other	Unk	Total	White	Black	Hisp.	Other	Unk	Total			
0 - 9	0	4	1	0	0	5	0	3	0	0	0	3	0	8	0.2%
10 - 14	0	3	0	0	0	3	0	2	1	0	0	3	0	6	0.1%
15 - 19	21	90	70	2	10	193	4	17	3	0	1	25	0	218	4.9%
20 - 24	104	320	297	8	18	747	6	36	20	2	4	68	0	815	18.1%
25 - 29	165	305	366	15	22	873	17	65	33	0	1	116	0	989	22.0%
30 - 34	117	148	292	13	15	585	15	60	40	6	1	122	0	707	15.7%
35 - 39	87	84	167	8	3	349	14	68	24	0	2	108	0	457	10.2%
40 - 44	69	63	115	10	4	261	16	44	23	1	0	84	0	345	7.7%
45+	254	182	236	14	18	704	48	129	57	1	9	244	0	948	21.1%
Unk	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
Total	817	1199	1544	70	90	3,720	120	424	201	10	18	773	0	4,493	
Percent	22.0%	32.2%	41.5%	1.9%	2.4%		15.5%	54.9%	26.0%	1.3%	2.3%				
				Percent Male		82.8%				Percent Female		17.2%			

Race Totals			
	Total White	937	20.9%
	Total Black	1,623	36.1%
	Total Hispanic	1,745	38.8%
	Total Other	80	1.8%
	Total Unknown	108	2.4%
	Total	4,493	

* Age as of December 31, 2016

Note: Transgender persons may be included in male, female, or unknown sex categories

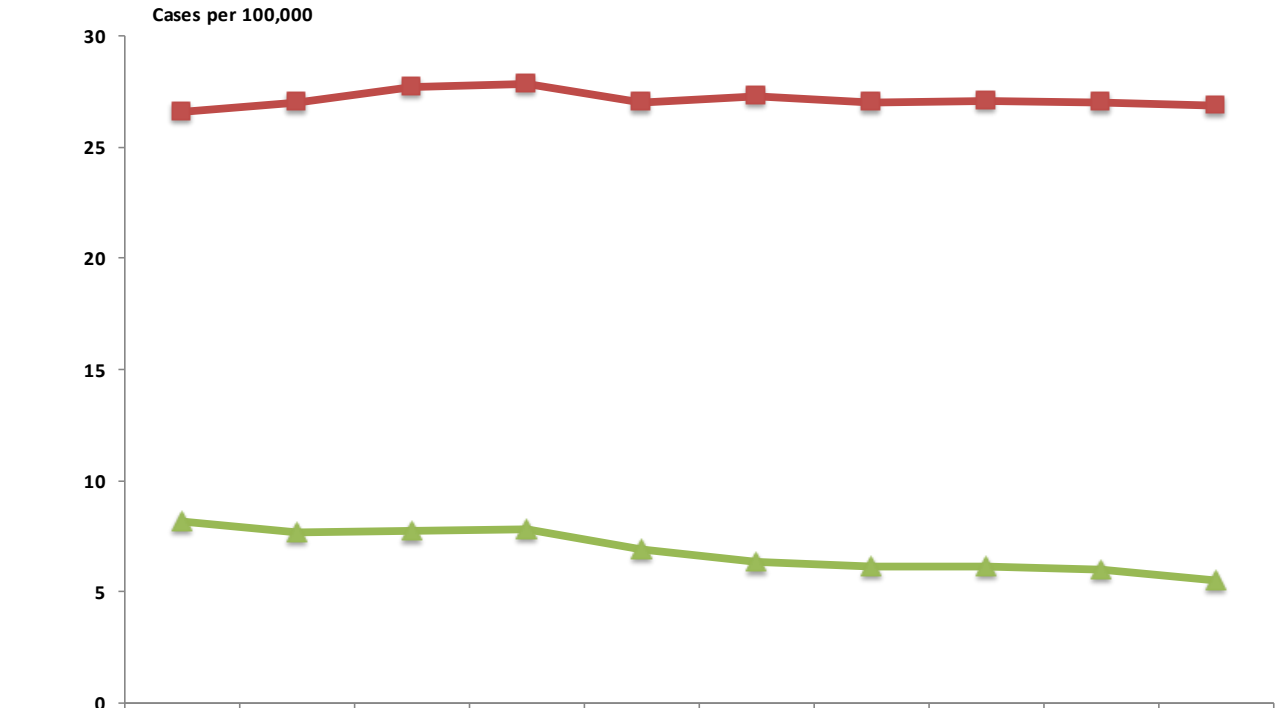
Texas HIV Diagnosis Rates by Race and Year of Diagnosis, 2007-2016



	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
White	8.3	8.4	8.2	7.9	7.4	7.6	7.8	7.5	7.5	7.7
Black	57.3	59.1	59.2	58.8	52.3	51.0	51.1	50.4	49.2	47.8
Hispanic	15.8	15.1	16.0	16.5	16.5	16.6	15.8	16.4	16.5	16.0
Other	4.2	4.6	4.2	4.9	6.2	5.1	6.1	5.8	6.5	5.4

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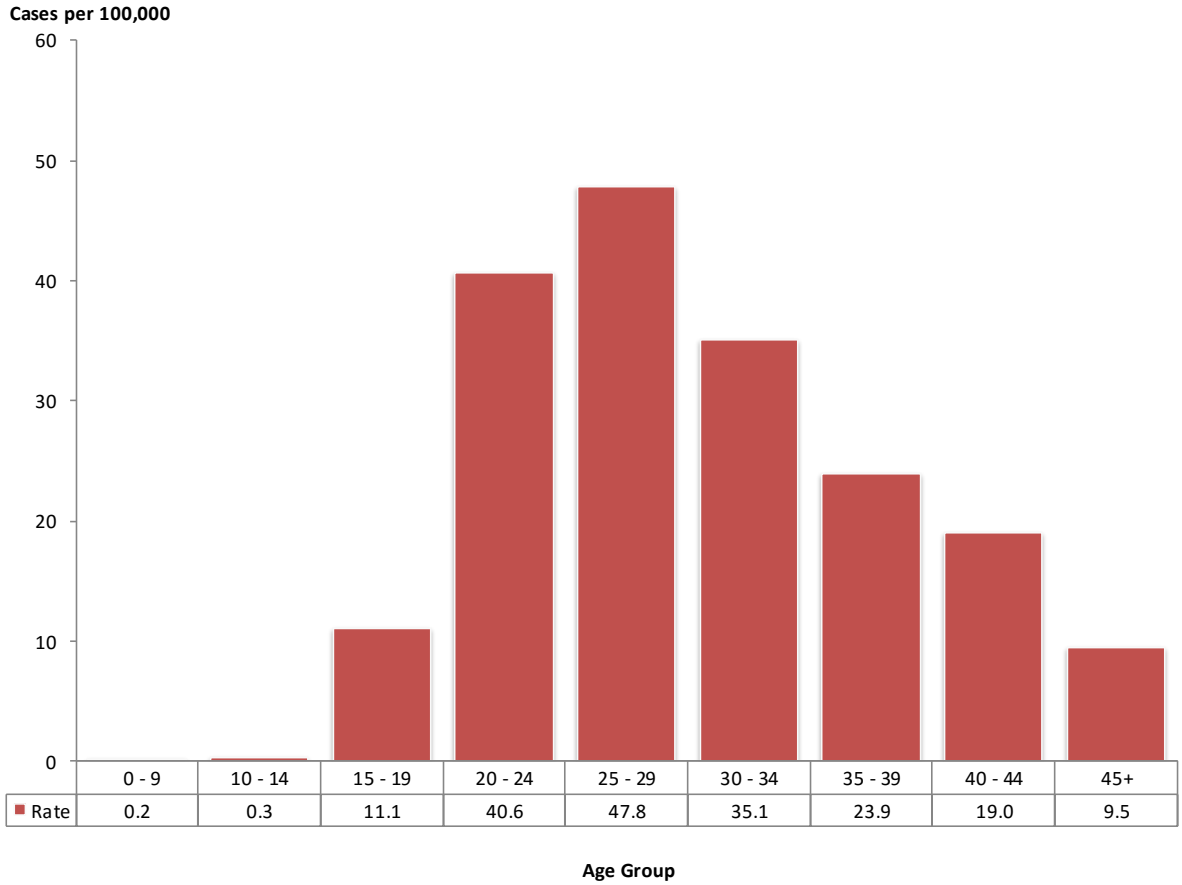
Texas HIV Diagnosis Rates by Sex and Year of Diagnosis, 2007-2016



	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Male	26.6	27.0	27.7	27.9	27.0	27.3	27.0	27.1	27.0	26.9
Female	8.2	7.7	7.7	7.8	6.9	6.3	6.1	6.1	6.0	5.5

Year

Texas HIV Diagnosis Rates by Age Group, 2016



	0 - 9	10 - 14	15 - 19	20 - 24	25 - 29	30 - 34	35 - 39	40 - 44	45+
Rate	0.2	0.3	11.1	40.6	47.8	35.1	23.9	19.0	9.5

Age Group

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AIDS Diagnoses by County of Residence, 2007-2016

	2007		2008		2009		2010		2011		2012		2013		2014		2015		2016	
County	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*
Anderson	2	3.5	5	8.6	3	5.1	8	13.7	8	13.7	4	6.9	7	12.1	5	8.7	8	13.8	9	15.6
Andrews	0	0.0	0	0.0	2	13.7	2	13.5	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Angelina	6	7.1	2	2.4	8	9.3	10	11.5	10	11.5	1	1.1	4	4.6	10	11.4	2	2.3	4	4.6
Aransas	1	4.3	2	8.6	1	4.3	2	8.6	0	0.0	1	4.2	1	4.1	3	12.1	0	0.0	1	4.0
Archer	0	0.0	1	11.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Armstrong	0	0.0	1	51.7	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Atascosa	2	4.6	2	4.6	3	6.7	1	2.2	1	2.2	1	2.2	4	8.5	1	2.1	3	6.4	3	6.3
Austin	2	7.3	4	14.3	3	10.6	4	14.1	3	10.5	1	3.5	5	17.4	2	6.9	0	0.0	1	3.5
Bailey	0	0.0	0	0.0	1	14.2	0	0.0	1	13.9	0	0.0	1	14.0	0	0.0	0	0.0	0	0.0
Bandera	0	0.0	3	14.7	0	0.0	1	4.9	2	9.7	0	0.0	1	4.9	0	0.0	2	9.7	2	9.6
Bastrop	3	4.2	7	9.7	10	13.6	6	8.1	12	16.0	5	6.7	4	5.3	2	2.6	5	6.6	5	6.4
Baylor	0	0.0	0	0.0	0	0.0	1	26.9	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Bee	0	0.0	3	9.4	1	3.1	1	3.1	4	12.4	1	3.1	6	18.3	2	6.1	3	9.2	1	3.0
Bell	6	2.1	10	3.4	15	5.0	11	3.5	20	6.3	13	4.0	21	6.4	10	3.0	16	4.9	18	5.5
Bexar	160	9.9	182	11.0	218	12.9	190	11.0	190	10.8	158	8.8	162	8.9	134	7.2	140	7.7	146	7.9
Blanco	0	0.0	0	0.0	1	9.7	1	9.5	1	9.5	0	0.0	2	18.8	1	9.2	3	28.2	3	27.7
Borden	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	4	652.5	2	314.0	0	0.0	0	0.0	0	0.0
Bosque	1	5.5	0	0.0	0	0.0	0	0.0	1	5.5	1	5.5	1	5.6	2	11.3	3	16.8	0	0.0
Bowie	7	7.7	7	7.7	8	8.7	5	5.4	7	7.5	6	6.4	7	7.5	6	6.4	8	8.6	11	11.8
Brazoria	14	4.8	16	5.3	18	5.8	21	6.7	23	7.2	19	5.9	18	5.5	23	6.8	7	2.1	25	7.4
Brazos	12	6.7	13	7.0	11	5.7	10	5.1	19	9.6	24	12.0	12	5.9	10	4.8	15	7.3	13	6.2
Brewster	0	0.0	0	0.0	1	11.0	0	0.0	0	0.0	1	10.8	0	0.0	0	0.0	0	0.0	1	11.0
Briscoe	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Brooks	0	0.0	0	0.0	1	13.7	0	0.0	0	0.0	1	13.9	0	0.0	1	13.8	0	0.0	0	0.0
Brown	1	2.6	6	15.7	2	5.3	1	2.6	1	2.6	1	2.6	0	0.0	0	0.0	2	5.3	1	2.7
Burleson	1	5.9	0	0.0	2	11.7	1	5.8	1	5.8	1	5.8	1	5.8	3	17.3	2	11.6	2	11.6
Burnet	3	7.1	2	4.7	0	0.0	2	4.7	3	6.9	1	2.3	1	2.3	0	0.0	0	0.0	1	2.3
Caldwell	3	8.1	1	2.7	3	7.9	4	10.5	6	15.6	4	10.3	2	5.1	3	7.6	2	5.1	0	0.0
Calhoun	0	0.0	1	4.7	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	4.6	2	9.2	3	13.8
Callahan	1	7.5	0	0.0	1	7.4	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	7.4
Cameron	31	8.0	31	7.9	31	7.7	29	7.1	33	8.0	26	6.3	38	9.1	30	7.2	36	8.6	19	4.5
Camp	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	8.0	2	15.8	0	0.0	0	0.0
Carson	0	0.0	0	0.0	1	16.1	1	16.2	1	16.0	1	16.4	0	0.0	0	0.0	0	0.0	0	0.0
Cass	2	6.6	1	3.3	2	6.6	0	0.0	2	6.6	2	6.6	3	9.9	1	3.3	1	3.3	1	3.3
Castro	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Chambers	2	6.5	0	0.0	1	2.9	1	2.8	0	0.0	1	2.7	0	0.0	5	13.1	5	13.4	2	5.3
Cherokee	2	4.0	9	18.0	2	4.0	2	3.9	3	5.9	5	9.8	3	5.9	5	9.8	6	11.8	5	9.8
Childress	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Clay	0	0.0	0	0.0	0	0.0	1	9.3	1	9.4	0	0.0	1	9.6	0	0.0	0	0.0	0	0.0
Cochran	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	34.2	0	0.0	0	0.0
Coke	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	30.9	0	0.0	0	0.0
Coleman	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	11.9	0	0.0	0	0.0
Collin	47	6.6	47	6.3	55	7.2	49	6.2	47	5.8	37	4.4	45	5.2	30	3.4	29	3.4	51	5.8
Collingsworth	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Colorado	2	9.7	1	4.8	3	14.4	0	0.0	1	4.8	0	0.0	0	0.0	1	4.8	0	0.0	2	9.7
Comal	4	4.0	3	2.9	4	3.8	6	5.5	3	2.7	7	6.1	2	1.7	4	3.2	5	4.2	4	3.2
Comanche	0	0.0	0	0.0	1	7.2	0	0.0	1	7.2	1	7.3	0	0.0	0	0.0	0	0.0	0	0.0
Concho	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Cooke	1	2.6	0	0.0	0	0.0	2	5.2	1	2.6	1	2.6	0	0.0	1	2.6	0	0.0	0	0.0
Coryell	1	1.4	5	6.7	0	0.0	3	4.0	2	2.6	2	2.6	5	6.6	4	5.3	1	1.3	2	2.7
Cottle	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	69.8
Crane	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Crockett	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Crosby	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Culberson	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Dallam	0	0.0	0	0.0	1	15.2	0	0.0	0	0.0	2	28.7	0	0.0	0	0.0	0	0.0	0	0.0
Dallas	482	21.0	564	24.4	532	22.7	554	23.4	513	21.3	483	19.7	470	19.0	397	15.8	397	16.0	416	16.6
Dawson	0	0.0	1	7.2	0	0.0	0	0.0	1	7.3	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Deaf Smith	0	0.0	1	5.2	0	0.0	0	0.0	0	0.0	0	0.0	1	5.2	0	0.0	0	0.0	0	0.0
Delta	0	0.0	1	19.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Denton	33	5.4	27	4.3	34	5.2	36	5.4	32	4.7	38	5.4	24	3.3	24	3.2	26	3.6	21	2.8
DeWitt	0	0.0	1	5.0	2	10.0	1	5.0	0	0.0	0	0.0	1	4.9	1	4.8	2	9.8	1	4.8
Dickens	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Dimmit	0	0.0	1	10.2	0	0.0	0	0.0	0	0.0	1	9.5	0	0.0	1	9.1	0	0.0	0	0.0

* Rates represent cases per 100,000 population.

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AIDS Diagnoses by County of Residence, 2007-2016

	2007		2008		2009		2010		2011		2012		2013		2014		2015		2016	
County	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*
Donley	0	0.0	1	27.1	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	29.4
Duval	0	0.0	0	0.0	0	0.0	0	0.0	1	8.5	1	8.6	0	0.0	0	0.0	0	0.0	0	0.0
Eastland	0	0.0	0	0.0	1	5.4	0	0.0	0	0.0	0	0.0	0	0.0	1	5.5	0	0.0	0	0.0
Ector	11	8.4	8	6.0	6	4.4	8	5.8	10	7.2	5	3.5	3	2.0	6	3.9	5	3.1	12	7.6
Edwards	0	0.0	1	48.0	1	49.7	0	0.0	2	101.4	2	101.3	0	0.0	1	52.9	0	0.0	0	0.0
Ellis	5	3.6	4	2.8	7	4.7	4	2.7	4	2.6	6	3.9	7	4.5	8	5.0	5	3.1	9	5.3
El Paso	82	10.9	57	7.4	57	7.2	61	7.6	53	6.5	73	8.8	76	9.1	45	5.4	46	5.5	38	4.5
Erath	1	2.7	1	2.7	0	0.0	0	0.0	0	0.0	1	2.5	1	2.5	0	0.0	2	4.8	0	0.0
Falls	0	0.0	0	0.0	1	5.6	0	0.0	5	28.0	2	11.4	1	5.8	0	0.0	1	5.8	0	0.0
Fannin	1	3.0	1	3.0	0	0.0	0	0.0	1	2.9	1	3.0	1	3.0	3	8.9	0	0.0	1	2.9
Fayette	0	0.0	1	4.1	0	0.0	0	0.0	1	4.0	2	8.1	0	0.0	1	4.0	2	8.0	0	0.0
Fisher	0	0.0	1	24.6	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	26.0	0	0.0	0	0.0
Floyd	0	0.0	0	0.0	1	15.4	0	0.0	0	0.0	1	15.7	1	15.9	2	33.5	0	0.0	0	0.0
Foard	0	0.0	0	0.0	0	0.0	1	74.7	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Fort Bend	37	7.2	35	6.4	47	8.3	28	4.7	49	8.1	43	6.9	30	4.6	29	4.2	29	4.1	25	3.4
Franklin	0	0.0	0	0.0	0	0.0	0	0.0	1	9.5	0	0.0	0	0.0	1	9.5	1	9.5	1	9.4
Freestone	1	5.2	1	5.1	4	20.3	0	0.0	0	0.0	0	0.0	3	15.3	2	10.2	2	10.2	1	5.1
Frio	1	6.0	1	5.9	0	0.0	1	5.8	1	5.7	0	0.0	3	16.4	0	0.0	3	15.8	2	10.6
Gaines	1	6.2	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	4.9	0	0.0
Galveston	31	10.9	23	8.0	32	11.1	36	12.3	33	11.2	31	10.3	28	9.1	20	6.4	30	9.3	19	5.8
Garza	0	0.0	0	0.0	1	15.7	0	0.0	1	15.2	0	0.0	3	46.9	0	0.0	1	15.7	0	0.0
Gillespie	1	4.2	0	0.0	3	12.2	1	4.0	0	0.0	0	0.0	0	0.0	1	3.9	1	3.8	0	0.0
Glasscock	0	0.0	0	0.0	0	0.0	2	162.5	0	0.0	0	0.0	0	0.0	0	0.0	1	75.0	0	0.0
Goliad	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	2	27.3	0	0.0	1	13.3	0	0.0	0	0.0
Gonzales	0	0.0	0	0.0	0	0.0	0	0.0	1	5.1	0	0.0	0	0.0	0	0.0	0	0.0	2	9.6
Gray	0	0.0	1	4.4	0	0.0	0	0.0	3	13.3	0	0.0	0	0.0	2	8.5	1	4.3	0	0.0
Grayson	4	3.4	5	4.2	5	4.2	6	5.0	4	3.3	7	5.8	5	4.1	6	4.9	7	5.6	5	3.9
Gregg	9	7.6	19	15.9	21	17.3	7	5.7	9	7.4	21	17.1	18	14.6	8	6.5	14	11.3	11	8.9
Grimes	3	11.5	4	15.2	1	3.8	0	0.0	0	0.0	2	7.5	1	3.7	2	7.4	1	3.6	0	0.0
Guadalupe	2	1.7	5	4.1	1	0.8	3	2.3	5	3.7	6	4.3	3	2.1	2	1.4	4	2.6	4	2.6
Hale	2	5.5	1	2.8	0	0.0	1	2.8	0	0.0	1	2.8	0	0.0	1	2.9	3	8.8	2	5.8
Hall	1	29.1	1	29.4	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Hamilton	0	0.0	0	0.0	0	0.0	1	11.8	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Hansford	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	18.0	0	0.0	0	0.0	0	0.0
Hardeman	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Hardin	1	1.9	3	5.6	2	3.7	3	5.5	2	3.6	0	0.0	0	0.0	0	0.0	1	1.8	1	1.8
Harris	867	22.4	846	21.5	922	22.9	913	22.2	767	18.4	803	18.9	706	16.2	587	13.2	539	11.9	602	13.1
Harrison	5	7.9	5	7.8	6	9.2	7	10.7	5	7.5	4	6.0	4	6.0	6	9.0	1	1.5	3	4.5
Hartley	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Haskell	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	17.6
Hays	9	6.4	4	2.7	7	4.6	7	4.4	7	4.3	7	4.2	6	3.4	5	2.7	5	2.6	4	2.0
Hemphill	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	24.2	0	0.0	0	0.0	0	0.0
Henderson	1	1.3	7	9.0	4	5.1	3	3.8	5	6.4	2	2.5	4	5.1	3	3.8	1	1.3	1	1.3
Hidalgo	50	7.0	34	4.6	37	4.9	50	6.4	54	6.8	42	5.2	59	7.2	50	6.0	49	5.8	43	5.1
Hill	2	5.8	2	5.7	1	2.9	1	2.8	1	2.8	1	2.9	0	0.0	0	0.0	1	2.9	0	0.0
Hockley	0	0.0	0	0.0	1	4.3	0	0.0	0	0.0	0	0.0	0	0.0	1	4.2	2	8.5	0	0.0
Hood	1	2.0	2	4.0	2	3.9	1	2.0	1	1.9	2	3.8	3	5.7	1	1.9	1	1.8	1	1.8
Hopkins	1	2.9	6	17.4	1	2.9	0	0.0	0	0.0	1	2.8	3	8.5	3	8.4	1	2.8	1	2.7
Houston	4	16.9	3	12.7	7	29.6	4	16.9	4	17.1	2	8.6	4	17.6	6	26.4	3	13.2	2	8.8
Howard	1	3.0	1	2.9	0	0.0	1	2.9	1	2.9	0	0.0	1	2.8	0	0.0	0	0.0	0	0.0
Hudspeth	0	0.0	0	0.0	1	29.2	0	0.0	0	0.0	1	29.8	1	30.0	0	0.0	0	0.0	0	0.0
Hunt	3	3.6	8	9.5	4	4.7	5	5.8	3	3.5	4	4.6	4	4.6	5	5.6	6	6.7	3	3.3
Hutchinson	1	4.5	1	4.6	0	0.0	0	0.0	0	0.0	2	9.1	0	0.0	0	0.0	0	0.0	1	4.6
Irion	1	62.2	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	63.8	1	64.7	0	0.0
Jack	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	11.2	0	0.0	1	11.3	1	11.4
Jackson	0	0.0	0	0.0	0	0.0	1	7.1	0	0.0	0	0.0	0	0.0	0	0.0	1	6.7	0	0.0
Jasper	3	8.6	3	8.5	0	0.0	1	2.8	4	11.0	3	8.4	6	16.8	1	2.8	2	5.6	2	5.6
Jeff Davis	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Jefferson	42	17.0	39	15.6	41	16.3	45	17.8	39	15.4	34	13.5	39	15.4	25	9.9	24	9.4	23	9.0
Jim Hogg	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	19.0	1	19.2	0	0.0
Jim Wells	0	0.0	0	0.0	1	2.5	1	2.4	0	0.0	1	2.4	0	0.0	0	0.0	2	4.8	1	2.4
Johnson	7	4.8	7	4.7	10	6.6	6	4.0	6	3.9	5	3.3	5	3.2	5	3.2	9	5.6	6	3.7
Jones	0	0.0	0	0.0	3	14.9	1	4.9	0	0.0	1	5.0	3	15.0	5	25.2	1	5.0	2	10.0
Karnes	0	0.0	1	6.7	1	6.8	2	13.5	1	6.7	0	0.0	0	0.0	0	0.0	0	0.0	1	6.6

* Rates represent cases per 100,000 population.

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AIDS Diagnoses by County of Residence, 2007-2016

	2007		2008		2009		2010		2011		2012		2013		2014		2015		2016	
County	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*
Kaufman	5	5.2	6	6.0	10	9.8	5	4.8	9	8.5	5	4.7	3	2.8	5	4.5	6	5.2	7	5.9
Kendall	1	3.3	1	3.1	2	6.1	2	5.9	0	0.0	0	0.0	1	2.7	0	0.0	0	0.0	0	0.0
Kenedy	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Kent	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Kerr	2	4.1	1	2.0	1	2.0	1	2.0	1	2.0	2	4.0	0	0.0	1	2.0	0	0.0	0	0.0
Kimble	0	0.0	0	0.0	1	21.6	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	22.6
King	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Kinney	1	28.2	0	0.0	1	28.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Kleberg	4	12.8	0	0.0	1	3.1	1	3.1	0	0.0	0	0.0	2	6.2	0	0.0	1	3.2	1	3.2
Knox	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Lamar	2	4.0	1	2.0	0	0.0	4	8.0	0	0.0	4	8.0	2	4.1	0	0.0	5	10.1	1	2.0
Lamb	1	7.0	0	0.0	0	0.0	1	7.1	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Lampasas	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
La Salle	0	0.0	1	15.0	1	14.8	0	0.0	0	0.0	0	0.0	0	0.0	1	13.4	1	13.1	1	13.1
Lavaca	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Lee	1	6.1	1	6.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	5.9	0	0.0
Leon	2	12.2	2	11.9	1	5.9	1	6.0	0	0.0	0	0.0	1	6.0	2	11.9	0	0.0	1	5.8
Liberty	2	2.7	10	13.3	4	5.3	4	5.3	9	11.8	3	3.9	7	9.1	5	6.4	2	2.5	4	4.9
Limestone	0	0.0	1	4.3	1	4.3	2	8.5	0	0.0	1	4.2	3	12.8	1	4.3	0	0.0	0	0.0
Lipscomb	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Live Oak	0	0.0	0	0.0	0	0.0	1	8.7	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Llano	1	5.3	0	0.0	2	10.4	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	4.9
Loving	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Lubbock	5	1.9	6	2.2	8	2.9	3	1.1	3	1.1	12	4.2	18	6.2	17	5.8	16	5.4	18	5.9
Lynn	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	17.6	0	0.0
McCulloch	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	2	24.5
McLennan	18	7.9	10	4.4	20	8.6	22	9.3	19	8.0	13	5.4	20	8.3	9	3.7	9	3.7	9	3.6
McMullen	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Madison	3	22.5	0	0.0	1	7.4	2	14.6	1	7.3	0	0.0	1	7.3	0	0.0	0	0.0	0	0.0
Marion	0	0.0	0	0.0	0	0.0	4	38.1	2	19.2	0	0.0	0	0.0	0	0.0	1	9.9	1	9.9
Martin	0	0.0	0	0.0	1	21.2	0	0.0	1	20.4	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Mason	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Matagorda	1	2.7	1	2.7	3	8.2	1	2.7	2	5.4	4	10.9	4	11.0	6	16.4	6	16.3	5	13.4
Maverick	3	5.8	1	1.9	0	0.0	8	14.7	1	1.8	6	10.8	0	0.0	3	5.3	0	0.0	1	1.7
Medina	1	2.2	0	0.0	2	4.4	3	6.5	0	0.0	0	0.0	1	2.1	2	4.2	0	0.0	2	4.1
Menard	1	46.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Midland	3	2.3	5	3.8	8	5.9	7	5.1	7	5.0	6	4.1	12	7.9	6	3.8	6	3.7	8	4.9
Milam	3	12.0	1	4.0	0	0.0	0	0.0	2	8.1	0	0.0	1	4.1	0	0.0	0	0.0	2	8.0
Mills	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Mitchell	0	0.0	1	10.8	0	0.0	0	0.0	1	10.6	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Montague	0	0.0	1	5.0	1	5.1	0	0.0	1	5.1	0	0.0	0	0.0	0	0.0	1	5.2	0	0.0
Montgomery	17	4.1	20	4.7	19	4.3	17	3.7	20	4.2	17	3.5	25	5.0	14	2.7	15	2.8	17	3.1
Moore	1	4.9	1	4.8	0	0.0	0	0.0	0	0.0	1	4.5	2	9.0	1	4.5	0	0.0	1	4.5
Morris	1	7.5	2	15.3	0	0.0	0	0.0	0	0.0	2	15.7	0	0.0	1	7.9	0	0.0	2	15.9
Motley	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Nacogdoches	3	4.8	11	17.5	4	6.2	8	12.4	1	1.5	4	6.1	2	3.1	3	4.6	3	4.6	1	1.5
Navarro	1	2.1	5	10.5	4	8.4	7	14.6	5	10.4	3	6.2	4	8.3	1	2.1	4	8.3	1	2.1
Newton	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	7.1	0	0.0	0	0.0
Nolan	0	0.0	4	26.5	0	0.0	2	13.1	1	6.6	1	6.7	0	0.0	1	6.6	0	0.0	0	0.0
Nueces	21	6.4	18	5.4	20	5.9	11	3.2	17	5.0	18	5.2	21	6.0	26	7.3	19	5.3	14	3.9
Ochiltree	0	0.0	0	0.0	0	0.0	0	0.0	1	9.6	1	9.5	0	0.0	0	0.0	0	0.0	2	19.4
Oldham	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Orange	5	6.1	7	8.5	9	11.0	5	6.1	5	6.1	1	1.2	3	3.6	4	4.8	4	4.7	2	2.4
Palo Pinto	2	7.2	0	0.0	0	0.0	2	7.1	0	0.0	0	0.0	1	3.6	0	0.0	2	7.2	0	0.0
Panola	0	0.0	2	8.5	1	4.2	1	4.2	2	8.3	0	0.0	0	0.0	0	0.0	0	0.0	2	8.5
Parker	1	0.9	4	3.5	4	3.5	2	1.7	1	0.8	2	1.7	5	4.2	0	0.0	3	2.4	3	2.3
Parmer	1	9.9	0	0.0	1	9.9	0	0.0	0	0.0	0	0.0	4	40.1	0	0.0	0	0.0	0	0.0
Pecos	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	2	12.5	0	0.0
Polk	4	8.7	3	6.6	5	11.0	3	6.6	2	4.4	0	0.0	2	4.4	1	2.2	4	8.5	0	0.0
Potter	8	6.7	14	11.7	13	10.8	14	11.5	18	14.7	8	6.5	6	4.9	8	6.5	7	5.8	10	8.3
Presidio	1	13.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	2	27.5	0	0.0	0	0.0	0	0.0
Rains	1	9.1	0	0.0	0	0.0	0	0.0	1	9.1	1	9.1	0	0.0	0	0.0	0	0.0	1	8.8
Randall	2	1.7	1	0.9	5	4.2	2	1.7	4	3.2	1	0.8	0	0.0	4	3.1	2	1.5	2	1.5
Reagan	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0

* Rates represent cases per 100,000 population.

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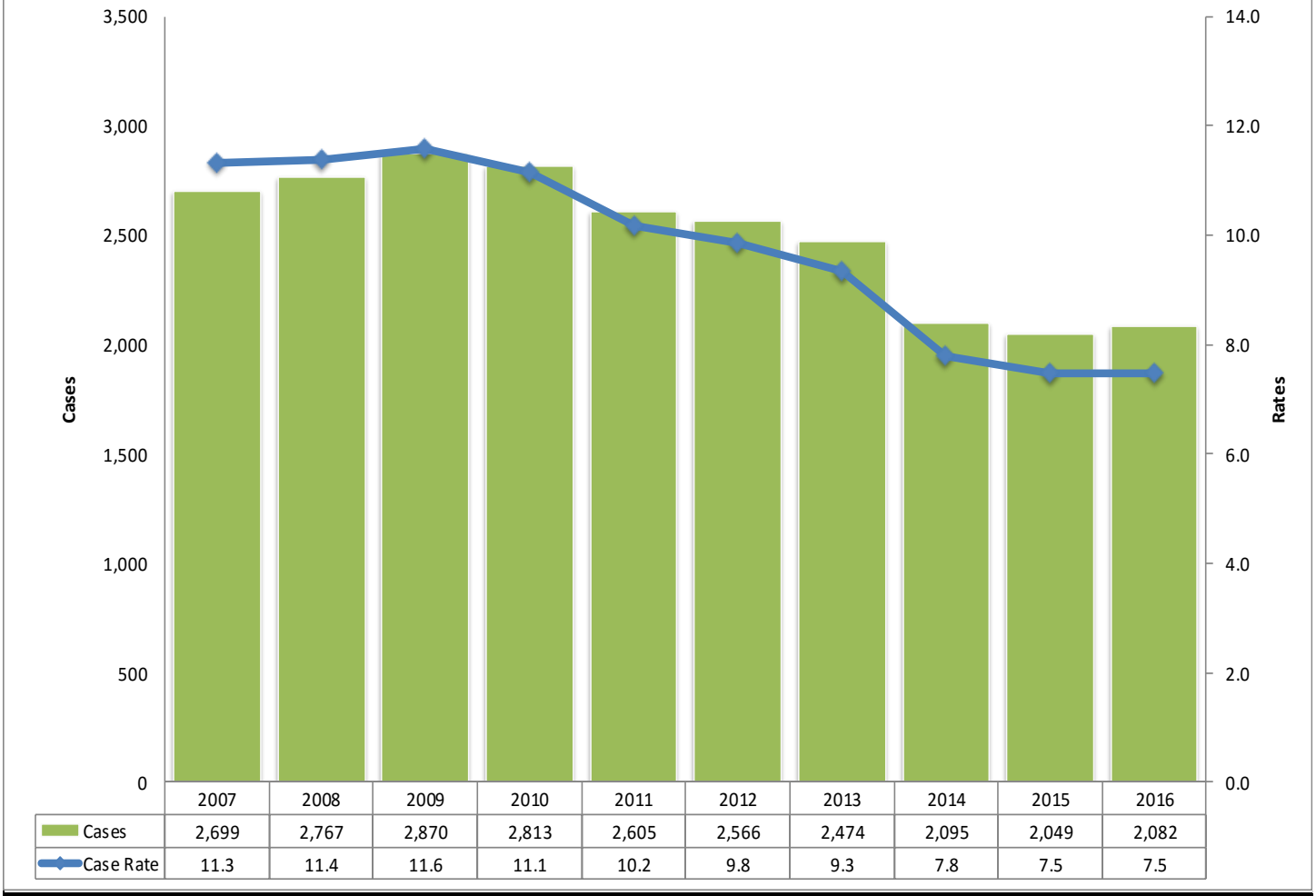
AIDS Diagnoses by County of Residence, 2007-2016

	2007		2008		2009		2010		2011		2012		2013		2014		2015		2016	
County	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*
Real	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Red River	0	0.0	0	0.0	0	0.0	2	15.6	0	0.0	2	15.7	0	0.0	0	0.0	2	16.1	0	0.0
Reeves	1	7.7	0	0.0	2	14.8	0	0.0	1	7.3	1	7.2	2	14.2	0	0.0	0	0.0	0	0.0
Refugio	0	0.0	0	0.0	0	0.0	1	13.6	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Roberts	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Robertson	3	18.1	1	6.0	0	0.0	1	6.0	0	0.0	3	18.2	1	6.1	1	6.1	0	0.0	0	0.0
Rockwall	1	1.4	2	2.7	0	0.0	2	2.5	3	3.7	2	2.4	1	1.2	2	2.3	1	1.1	1	1.1
Runnels	1	9.5	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	9.6
Rusk	1	2.0	2	3.8	3	5.7	1	1.9	2	3.7	5	9.3	1	1.9	3	5.6	4	7.6	1	1.9
Sabine	1	9.5	0	0.0	0	0.0	0	0.0	0	0.0	1	9.6	1	9.7	0	0.0	0	0.0	0	0.0
San Augustine	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	11.3	0	0.0	1	11.7	0	0.0	0	0.0
San Jacinto	1	3.9	2	7.7	0	0.0	1	3.8	0	0.0	0	0.0	2	7.5	1	3.7	1	3.7	0	0.0
San Patricio	3	4.5	1	1.5	1	1.5	1	1.6	2	3.1	1	1.5	2	3.0	1	1.5	0	0.0	0	0.0
San Saba	0	0.0	1	16.8	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	16.8
Schleicher	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	31.3	0	0.0	0	0.0	0	0.0
Scurry	0	0.0	2	12.1	0	0.0	0	0.0	0	0.0	0	0.0	1	5.8	0	0.0	0	0.0	1	5.8
Shackelford	0	0.0	0	0.0	2	59.5	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Shelby	4	15.7	2	7.9	1	3.9	0	0.0	0	0.0	2	7.7	0	0.0	0	0.0	1	3.9	1	3.9
Sherman	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Smith	12	6.0	15	7.4	11	5.3	11	5.2	13	6.1	15	7.0	9	4.2	8	3.6	11	4.9	8	3.6
Somervell	0	0.0	1	12.1	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Starr	1	1.7	0	0.0	0	0.0	0	0.0	1	1.6	2	3.2	2	3.2	1	1.6	2	3.1	1	1.6
Stephens	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	10.6	1	10.2	0	0.0	1	10.1	0	0.0
Sterling	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Stonewall	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Sutton	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Swisher	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Tarrant	152	8.9	147	8.4	156	8.7	182	10.0	139	7.5	176	9.4	148	7.7	135	6.9	126	6.4	123	6.1
Taylor	8	6.2	9	7.0	9	6.9	11	8.3	5	3.8	7	5.2	6	4.5	9	6.7	5	3.7	4	2.9
Terrell	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Terry	0	0.0	2	16.1	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	2	15.7	0	0.0
Throckmorton	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Titus	2	6.6	0	0.0	1	3.1	2	6.2	1	3.1	0	0.0	0	0.0	1	3.1	0	0.0	1	3.1
Tom Green	5	4.7	4	3.7	8	7.3	0	0.0	3	2.7	5	4.4	4	3.5	4	3.4	1	0.8	3	2.5
Travis	159	16.6	150	15.3	151	15.0	127	12.3	123	11.6	113	10.3	113	10.1	95	8.3	102	8.7	80	6.7
Trinity	1	6.9	1	7.0	0	0.0	2	13.6	0	0.0	2	14.0	0	0.0	0	0.0	2	13.9	0	0.0
Tyler	1	4.7	1	4.6	1	4.6	2	9.2	0	0.0	0	0.0	0	0.0	1	4.7	0	0.0	0	0.0
Upshur	2	5.2	1	2.6	4	10.2	2	5.1	0	0.0	1	2.5	1	2.5	1	2.5	1	2.5	0	0.0
Upton	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	30.7	0	0.0	0	0.0	0	0.0	0	0.0
Uvalde	0	0.0	2	7.6	0	0.0	0	0.0	0	0.0	0	0.0	2	7.4	1	3.7	2	7.4	1	3.7
Val Verde	5	10.5	1	2.1	0	0.0	3	6.1	1	2.0	0	0.0	1	2.0	0	0.0	0	0.0	0	0.0
Van Zandt	2	3.8	2	3.8	3	5.7	1	1.9	5	9.5	0	0.0	0	0.0	2	3.8	0	0.0	2	3.7
Victoria	3	3.5	1	1.2	1	1.2	5	5.8	3	3.4	3	3.4	3	3.3	1	1.1	3	3.3	0	0.0
Walker	7	10.7	9	13.7	7	10.5	7	10.3	6	8.8	7	10.2	11	15.9	11	15.8	7	9.9	7	9.8
Waller	4	10.0	3	7.4	3	7.1	1	2.3	3	6.8	2	4.5	3	6.6	1	2.1	1	2.1	2	4.0
Ward	1	9.7	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	2	17.2	0	0.0	0	0.0
Washington	2	6.2	0	0.0	2	6.0	1	3.0	0	0.0	1	2.9	2	5.8	2	5.8	0	0.0	1	2.9
Webb	16	6.8	15	6.2	17	6.9	20	8.0	13	5.1	21	8.1	7	2.7	11	4.1	20	7.4	12	4.4
Wharton	1	2.4	5	12.2	6	14.6	5	12.1	7	16.9	1	2.4	0	0.0	5	12.1	3	7.2	2	4.8
Wheeler	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Wichita	5	3.8	8	6.1	3	2.3	6	4.6	3	2.3	3	2.3	6	4.5	4	3.0	3	2.3	3	2.3
Wilbarger	1	7.3	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	7.8
Willacy	1	4.6	0	0.0	1	4.6	2	9.0	3	13.6	0	0.0	1	4.6	2	9.1	1	4.6	3	13.8
Williamson	17	4.5	21	5.3	15	3.7	9	2.1	14	3.2	13	2.8	10	2.1	11	2.2	6	1.2	12	2.3
Wilson	0	0.0	2	4.8	0	0.0	1	2.3	2	4.6	1	2.2	0	0.0	1	2.2	0	0.0	0	0.0
Winkler	0	0.0	1	14.2	0	0.0	0	0.0	0	0.0	0	0.0	1	13.2	0	0.0	0	0.0	0	0.0
Wise	2	3.5	2	3.4	0	0.0	1	1.7	2	3.3	1	1.7	1	1.6	2	3.2	0	0.0	1	1.6
Wood	0	0.0	3	7.2	0	0.0	2	4.8	2	4.8	0	0.0	0	0.0	1	2.3	2	4.6	4	9.0
Yoakum	0	0.0	0	0.0	0	0.0	1	12.7	0	0.0	1	12.4	0	0.0	0	0.0	0	0.0	0	0.0
Young	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	2	10.9	1	5.4	0	0.0	0	0.0	0	0.0
Zapata	0	0.0	1	7.3	1	7.2	0	0.0	1	7.0	0	0.0	0	0.0	0	0.0	0	0.0	1	7.0
Zavala	1	8.6	2	17.1	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
ICE** Facilities	4		13		19		17		30		35		27		22		44		41	
Federal Prisons	5		5		7		8		6		11		10		6		7		5	
TDCJ ***	110		81		59		50		36		30		48		47		24		27	
Total	2,699	11.3	2,767	11.4	2,870	11.6	2,813	11.1	2,605	10.2	2,566	9.8	2,474	9.3	2,095	7.8	2,049	7.5	2,082	7.5

* Rates represent cases per 100,000 population ** Immigrations and Customs Enforcement ***Texas Department of Criminal Justice.

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Texas AIDS Cases and Case Rates by Year of Diagnosis, 2007-2016



AIDS Diagnoses by Sex, Race/Ethnicity and Age Group, 2007-2016

	2007		2008		2009		2010		2011		2012		2013		2014		2015		2016	
	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*	Cases	Rate*
Sex																				
Male	2,016	17.1	2,102	17.4	2,176	17.7	2,168	17.3	1,995	15.7	1,973	15.3	1,918	14.6	1,615	12.1	1,600	11.8	1,630	11.8
Female	683	5.7	665	5.4	694	5.6	645	5.1	610	4.7	593	4.5	556	4.2	480	3.5	449	3.4	452	3.2
Total	2,699		2,767		2,870		2,813		2,605		2,566		2,474		2,095		2,049		2,082	
Race																				
White	645	5.6	664	5.8	644	5.6	579	5.0	510	4.4	523	4.4	490	4.1	415	3.5	395	3.3	390	3.2
Black	1,017	36.2	1,112	38.8	1,122	38.4	1,122	37.6	981	32.3	1,029	33.1	963	30.4	787	24.3	773	23.3	807	23.8
Hispanic	902	10.5	864	9.7	940	10.2	943	9.9	953	9.8	879	8.8	890	8.8	762	7.3	769	7.2	773	7.1
Other	21	2.1	23	2.2	41	3.8	24	2.1	36	3.1	28	2.3	23	1.8	31	2.3	21	1.5	25	1.7
Unknown	114		104		123		145		125		107		108		100		91		87	
Age Group																				
0 - 9	2	0.1	2	0.1	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	8	0.2	1	0.0	4	0.1
10 - 14	5	0.3	3	0.2	2	0.1	2	0.1	1	0.1	5	0.3	2	0.1	1	0.1	1	0.0	3	0.1
15 - 19	34	1.9	44	2.4	42	2.2	59	3.1	49	2.6	48	2.6	46	2.4	27	1.4	12	0.6	24	1.2
20 - 24	174	9.9	174	9.8	222	12.3	233	12.7	229	12.2	217	11.2	248	12.6	179	8.9	161	8.0	172	8.6
25 - 29	329	18.7	338	18.7	337	18.3	339	18.2	317	16.9	327	17.2	328	17.1	277	14.1	288	14.3	299	14.4
30 - 34	377	22.6	409	24.3	447	25.9	391	22.1	399	21.9	374	20.0	343	17.9	304	15.5	319	16.0	330	16.4
35 - 39	465	27.1	495	28.3	471	26.7	440	25.0	329	18.8	341	19.4	319	18.0	289	16.0	296	15.9	295	15.4
40 - 44	498	29.4	459	27.4	440	26.2	434	25.5	396	22.7	358	20.0	351	19.4	271	14.9	271	14.9	234	12.9
45+	815	10.2	843	10.3	909	10.8	915	10.5	885	10.0	896	9.8	837	9.0	739	7.8	700	7.2	721	7.2
Unknown	0		0		0		0		0		0		0		0		0		0	
Total	2,699	11.3	2,767	11.4	2,870	11.6	2,813	11.1	2,605	10.2	2,566	9.8	2,474	9.3	2,095	7.8	2,049	7.5	2,082	7.5

*Rates represent cases per 100,000 population.

Note: Transgender persons may be included in male, female, or unknown sex categories

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AIDS Diagnoses by Age Group, Race/Ethnicity and Sex, 2016

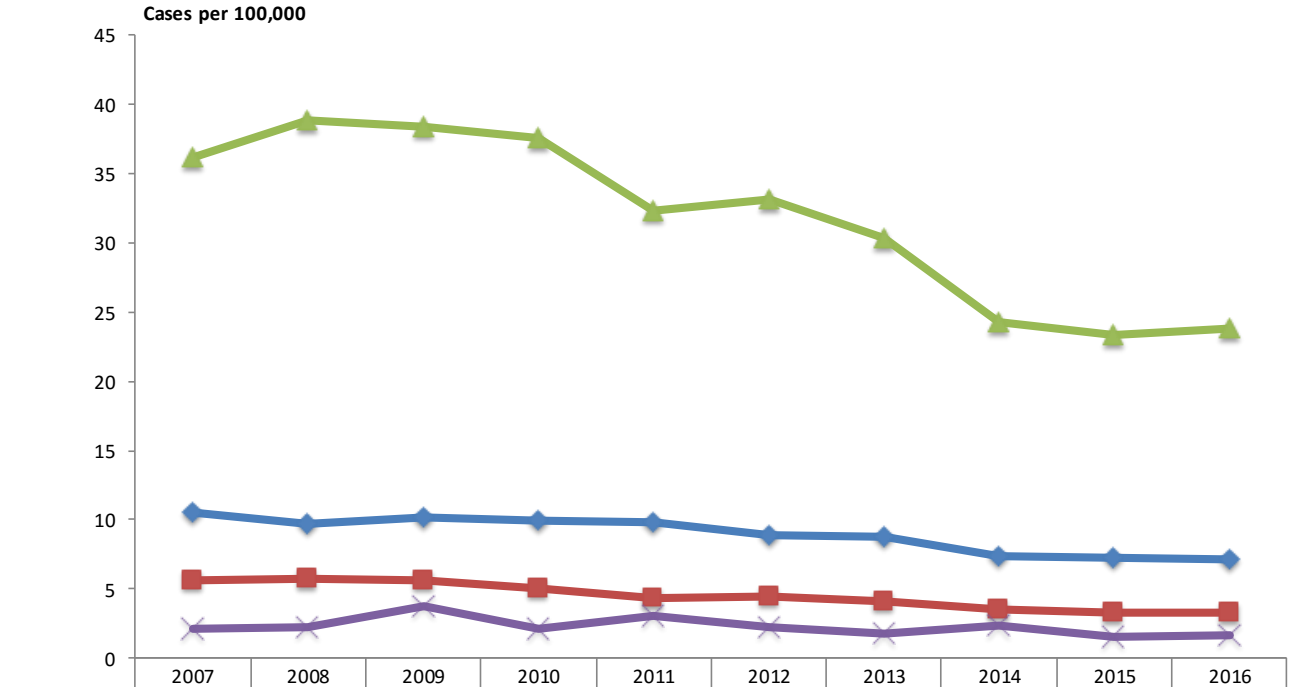
Age Group	Male						Female						Unk Sex	Total	Percent
	White	Black	Hisp.	Other	Unk	Total	White	Black	Hisp.	Other	Unk	Total			
0 - 9	0	2	0	0	1	3	0	1	0	0	0	1	0	4	0.2%
10 - 14	0	0	1	0	0	1	0	1	1	0	0	2	0	3	0.1%
15 - 19	0	11	6	0	1	18	0	6	0	0	0	6	0	24	1.2%
20 - 24	13	65	62	0	5	145	2	14	8	1	2	27	0	172	8.3%
25 - 29	27	100	115	3	11	256	5	27	10	0	1	43	0	299	14.4%
30 - 34	43	75	128	4	9	259	12	28	24	3	4	71	0	330	15.9%
35 - 39	36	73	103	3	7	222	9	49	12	0	3	73	0	295	14.2%
40 - 44	31	62	66	3	5	167	13	33	16	1	4	67	0	234	11.2%
45+	173	173	184	7	22	559	26	87	37	0	12	162	0	721	34.6%
Unk	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
Total	323	561	665	20	61	1,630	67	246	108	5	26	452	0	2,082	
Percent	19.8%	34.4%	40.8%	1.2%	3.7%		14.8%	54.4%	23.9%	1.1%	5.8%				
				Percent Male		78.3%				Percent Female		21.7%			

Race Totals			
	Total White	390	18.7%
	Total Black	807	38.8%
	Total Hispanic	773	37.1%
	Total Other	25	1.2%
	Total Unknown	87	4.2%
	Total	2,082	

* Age as of December 31, 2016

Note: Transgender persons may be included in male, female, or unknown sex categories

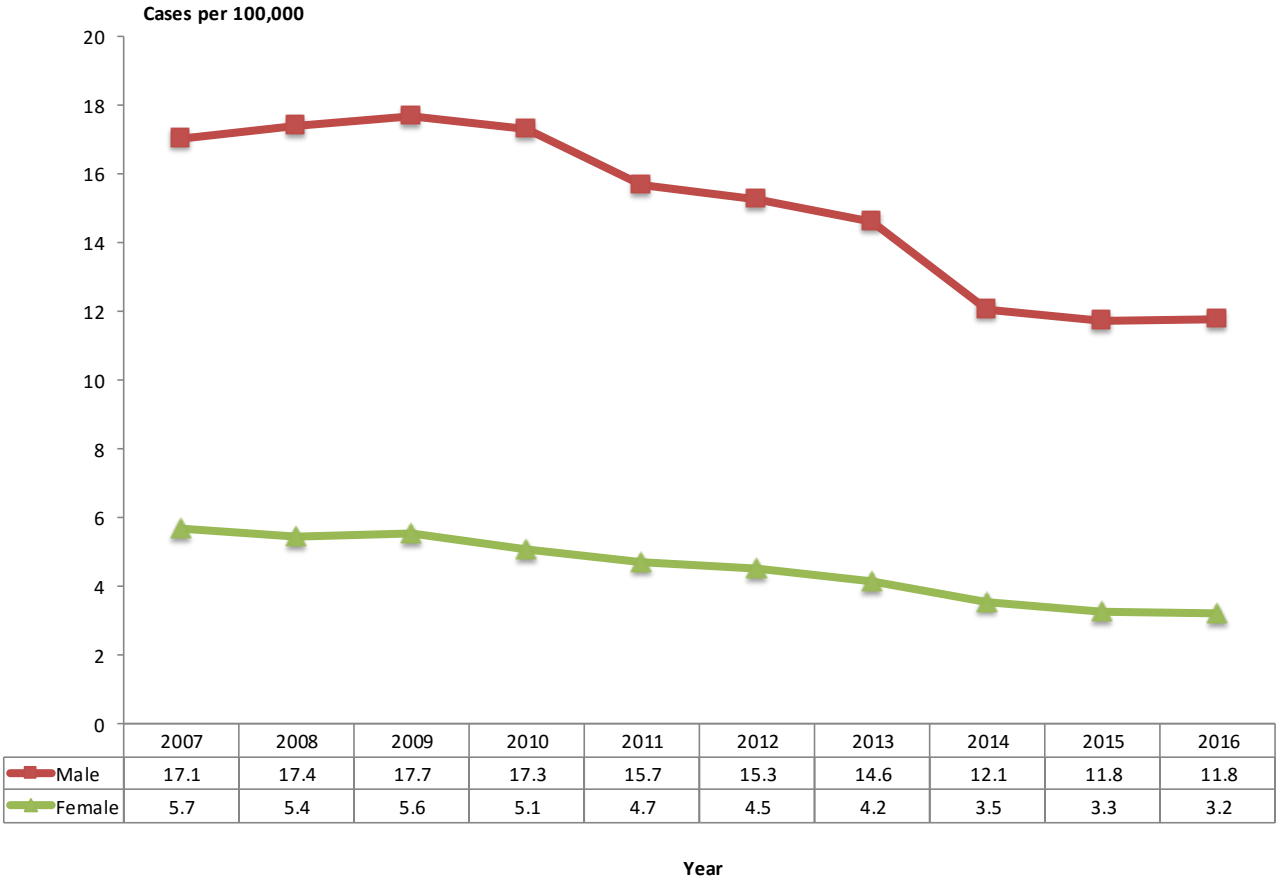
Texas AIDS Case Rates by Race and Year of Diagnosis, 2007-2016



	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
White	5.6	5.8	5.6	5.0	4.4	4.4	4.1	3.5	3.3	3.2
Black	36.2	38.8	38.4	37.6	32.3	33.1	30.4	24.3	23.3	23.8
Hispanic	10.5	9.7	10.2	9.9	9.8	8.8	8.8	7.3	7.2	7.1
Other	2.1	2.2	3.8	2.1	3.1	2.3	1.8	2.3	1.5	1.7

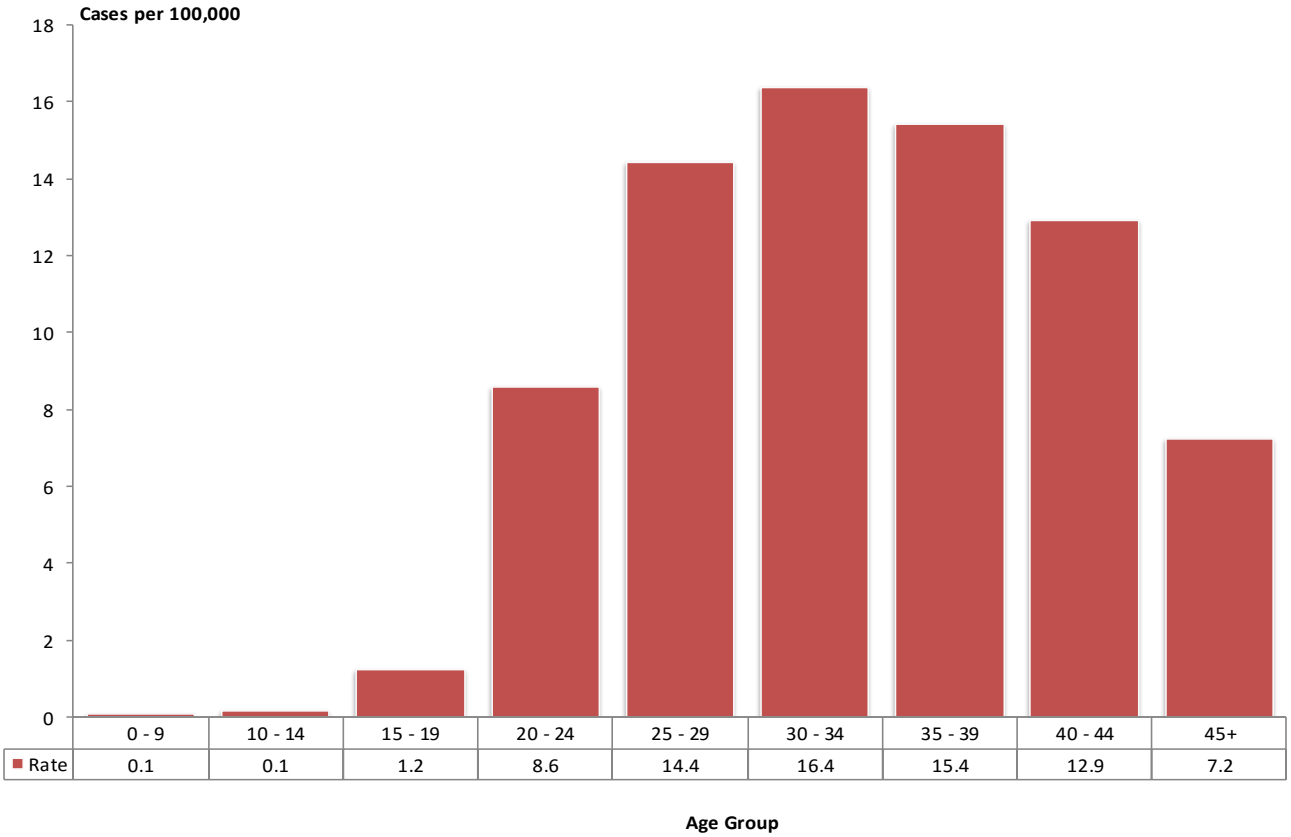
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Texas AIDS Case Rates by Sex and Year of Diagnosis, 2007-2016



	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Male	17.1	17.4	17.7	17.3	15.7	15.3	14.6	12.1	11.8	11.8
Female	5.7	5.4	5.6	5.1	4.7	4.5	4.2	3.5	3.3	3.2

Texas AIDS Case Rates by Age Group, 2016



	0 - 9	10 - 14	15 - 19	20 - 24	25 - 29	30 - 34	35 - 39	40 - 44	45+
Rate	0.1	0.1	1.2	8.6	14.4	16.4	15.4	12.9	7.2

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People Living with HIV and Cumulative Diagnoses by County of Residence
Through December 31, 2016

County	People Living with HIV		Cumulative HIV Diagnoses	County	People Living with HIV		Cumulative HIV Diagnoses
	Cases	Rate*	Cases		Cases	Rate*	Cases
Anderson	97	168.0	180	Donley	2	58.7	7
Andrews	14	78.8	16	Duval	8	70.0	13
Angelina	142	161.7	249	Eastland	12	65.7	22
Aransas	31	120.5	55	Ector	232	147.3	349
Archer	2	23.0	4	Edwards	3	157.0	14
Armstrong	0	0.0	1	Ellis	268	159.1	282
Atascosa	48	98.4	68	El Paso	2,061	246.0	3,079
Austin	53	178.1	59	Erath	18	43.2	31
Bailey	3	41.8	6	Falls	12	69.5	35
Bandera	24	110.2	30	Fannin	27	79.3	43
Bastrop	152	183.7	185	Fayette	22	87.5	28
Baylor	3	81.1	2	Fisher	3	77.8	5
Bee	45	137.4	66	Floyd	5	84.5	14
Bell	693	203.6	839	Foard	1	84.5	2
Bexar	5,987	310.4	9,528	Fort Bend	1,365	184.2	1,343
Blanco	11	96.6	15	Franklin	5	47.1	10
Borden	4	631.9	7	Freestone	25	127.4	44
Bosque	19	105.0	24	Frio	16	84.4	26
Bowie	208	221.6	345	Gaines	6	29.3	6
Brazoria	589	166.3	712	Galveston	970	294.4	1,566
Brazos	364	165.1	583	Garza	7	108.7	14
Brewster	5	54.3	8	Gillespie	15	56.6	18
Briscoe	1	67.8	3	Glasscock	2	152.2	5
Brooks	6	83.2	11	Goliad	5	66.5	5
Brown	47	122.8	61	Gonzales	17	81.4	23
Burleson	29	163.3	42	Gray	17	74.8	32
Burnet	43	93.0	56	Grayson	183	142.7	237
Caldwell	70	170.1	108	Gregg	466	376.6	643
Calhoun	16	72.8	34	Grimes	45	162.6	68
Callahan	6	43.4	15	Guadalupe	150	96.6	137
Cameron	803	190.2	1,166	Hale	23	67.1	53
Camp	22	171.0	25	Hall	1	31.9	4
Carson	1	16.5	11	Hamilton	7	84.3	11
Cass	42	138.3	64	Hansford	0	0.0	1
Castro	4	52.2	6	Hardeman	4	102.4	10
Chambers	29	72.7	37	Hardin	59	104.8	89
Cherokee	87	168.4	147	Harris	24,699	538.1	43,851
Childress	3	42.5	13	Harrison	90	135.3	174
Clay	6	58.9	11	Hartley	1	17.4	0
Cochran	3	104.1	4	Haskell	9	158.4	12
Coke	2	61.3	6	Hays	304	148.7	270
Coleman	6	71.3	11	Hemphill	1	24.2	2
Collin	1,710	182.0	1,608	Henderson	107	133.9	142
Collingsworth	1	33.2	1	Hidalgo	1,259	148.1	1,701
Colorado	32	152.2	45	Hill	33	94.1	67
Comal	165	122.4	171	Hockley	15	64.4	29
Comanche	9	66.7	14	Hood	54	95.0	78
Concho	1	23.4	5	Hopkins	41	112.6	71
Cooke	25	63.7	44	Houston	97	426.3	130
Coryell	71	95.1	100	Howard	47	128.0	70
Cottle	1	71.3	1	Hudspeth	3	74.0	2
Crane	2	41.4	2	Hunt	110	119.5	195
Crockett	1	27.2	3	Hutchinson	19	88.3	22
Crosby	2	33.4	5	Irion	4	256.9	4
Culberson	4	182.0	3	Jack	2	22.9	7
Dallam	9	127.6	13	Jackson	14	94.2	18
Dallas	17,333	673.1	28,268	Jasper	36	101.0	62
Dawson	10	76.3	12	Jeff Davis	3	136.4	2
Deaf Smith	14	74.3	20	Jefferson	900	353.4	1,667
Delta	6	115.1	4	Jim Hogg	5	97.2	7
Denton	1,256	155.8	1,366	Jim Wells	25	60.8	39
DeWitt	13	62.3	30	Johnson	220	134.7	268
Dickens	0	0.0	4	Jones	8	40.0	29
Dimmit	5	46.3	13	Karnes	11	72.1	18

* Rates represent cases per 100,000 population.

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People Living with HIV and Cumulative Diagnoses by County of Residence

Through December 31, 2016

County	People Living with HIV		Cumulative HIV Diagnoses
	Cases	Rate*	Cases
Kaufman	191	161.4	252
Kendall	47	110.5	34
Kenedy	1	247.5	0
Kent	1	130.0	0
Kerr	54	104.8	67
Kimble	0	0.0	3
King	1	346.0	0
Kinney	5	139.3	6
Kleberg	27	85.2	60
Knox	3	78.8	2
Lamar	62	124.5	97
Lamb	22	165.7	15
Lampasas	11	53.0	18
La Salle	5	65.7	10
Lavaca	17	85.8	17
Lee	20	117.3	23
Leon	27	156.1	26
Liberty	121	148.1	185
Limestone	27	115.1	46
Lipscomb	0	0.0	1
Live Oak	7	58.1	9
Llano	26	127.7	19
Loving	0	0.0	0
Lubbock	475	156.7	793
Lynn	6	105.1	9
McCulloch	9	110.1	14
McLennan	427	172.2	741
McMullen	0	0.0	0
Madison	22	157.3	46
Marion	18	177.4	29
Martin	3	52.4	7
Mason	3	73.0	2
Matagorda	65	174.8	122
Maverick	67	116.1	100
Medina	42	85.2	53
Menard	0	0.0	1
Midland	177	108.9	297
Milam	38	152.8	56
Mills	0	0.0	0
Mitchell	4	45.9	12
Montague	15	77.3	20
Montgomery	745	133.9	798
Moore	17	76.9	25
Morris	20	158.8	30
Motley	0	0.0	1
Nacogdoches	98	148.9	178
Navarro	89	183.4	148
Newton	9	64.3	17
Nolan	20	133.4	23
Nueces	642	177.7	1,175
Ochiltree	5	48.5	8
Oldham	0	0.0	0
Orange	133	156.5	228
Palo Pinto	27	96.2	29
Panola	27	114.9	42
Parker	101	78.0	143
Parmer	9	92.1	12
Pecos	7	43.8	15
Polk	100	208.7	138
Potter	266	220.1	626
Presidio	6	86.2	8
Rains	11	97.2	10
Randall	134	101.1	114
Reagan	2	55.4	0
Real	5	147.5	1
Red River	17	139.3	19
Reeves	12	80.4	28
Refugio	0	0.0	5
Roberts	0	0.0	0
Robertson	24	143.3	48
Rockwall	87	92.6	90
Runnels	8	76.6	11
Rusk	60	113.8	93
Sabine	9	87.4	22
San Augustine	8	96.2	28
San Jacinto	39	140.8	50
San Patricio	55	81.3	115
San Saba	2	33.6	5
Schleicher	1	32.7	3
Scurry	8	46.2	7
Shackelford	3	90.5	1
Shelby	37	144.6	82
Sherman	1	32.6	6
Smith	414	183.8	629
Somervell	6	68.4	6
Starr	35	54.6	63
Stephens	9	90.9	6
Sterling	0	0.0	0
Stonewall	0	0.0	1
Sutton	2	51.7	2
Swisher	6	80.4	7
Tarrant	5,370	266.3	8,034
Taylor	223	163.3	317
Terrell	1	123.2	0
Terry	12	93.8	7
Throckmorton	0	0.0	1
Titus	41	125.8	57
Tom Green	110	92.9	206
Travis	4,716	393.2	7,909
Trinity	24	166.2	43
Tyler	25	117.3	40
Upshur	38	92.8	72
Upton	3	81.7	2
Uvalde	19	69.6	32
Val Verde	34	69.6	45
Van Zandt	46	84.6	75
Victoria	118	127.6	179
Walker	106	148.3	1,946
Waller	64	127.7	125
Ward	8	69.0	16
Washington	51	145.5	55
Webb	415	153.0	682
Wharton	71	170.1	107
Wheeler	4	72.1	2
Wichita	142	107.7	327
Wilbarger	4	31.0	36
Willacy	34	155.9	53
Williamson	674	127.5	585
Wilson	41	84.6	43
Winkler	8	101.4	11
Wise	46	71.4	58
Wood	63	142.4	69
Yoakum	5	58.9	7
Young	6	33.1	17
Zapata	11	76.7	14
Zavala	8	66.5	16
ICE Facility	491		761
Federal Prisons	468		348
TDCJ **	3,238		761
Total	86,669	311.1	138,679

* Rates represent cases per 100,000 population.

** Texas Department of Criminal Justice.

** Immigrations and Customs Enforcement ***Texas Department of Cri

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People Living with HIV by Sex, Race/Ethnicity and Age Group
Through December 31, 2016

	People Living with HIV	
	Cases	Rate*
Sex		
Male	68,182	492.9
Female	18,487	131.8
Unknown	0	
Race		
White	22,697	187.6
Black	32,371	953.5
Hispanic	27,739	254.9
Other	987	66.3
Unknown	2,875	
Age Group**		
0 - 9	125	3.1
10 - 14	127	6.3
15 - 19	487	24.7
20 - 24	3,493	174.2
25 - 29	7,934	383.3
30 - 34	8,964	444.7
35 - 39	9,954	520.3
40 - 44	10,179	561.4
45+	45,406	454.6
Unknown	0	
Total	86,669	311.1

* Rates represent cases per 100,000 population.

** Age as of December 31, 2016

Note: Transgender persons may be included in male, female, or unknown sex categories

People Living with HIV by Age Group, Race/Ethnicity and Sex
Through December 31, 2016

	Male						Female								
Age Group*	White	Black	Hisp.	Other	Unk	Total	White	Black	Hisp.	Other	Unk	Total	Unk Sex	Total	Percent
0 - 9	4	42	11	3	1	61	11	27	20	3	3	64	0	125	0.1%
10 - 14	11	26	17	1	3	58	5	45	13	2	4	69	0	127	0.1%
15 - 19	35	163	125	2	17	342	18	82	39	2	4	145	0	487	0.6%
20 - 24	337	1346	1108	36	106	2,933	42	359	132	6	21	560	0	3,493	4.0%
25 - 29	1039	2909	2390	88	242	6,668	156	753	292	8	57	1266	0	7,934	9.2%
30 - 34	1237	2618	2894	84	260	7,093	202	1115	449	30	75	1871	0	8,964	10.3%
35 - 39	1606	2338	3084	104	219	7,351	324	1552	581	34	112	2603	0	9,954	11.5%
40 - 44	1792	2137	3002	141	229	7,301	328	1714	697	34	105	2878	0	10,179	11.7%
45+	13957	10216	10812	336	1054	36,375	1593	4929	2073	73	363	9031	0	45,406	52.4%
Unk	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
Total	20018	21795	23443	795	2131	68,182	2679	10576	4296	192	744	18487	0	86,669	
Percent	29.4%	32.0%	34.4%	1.2%	3.1%		14.5%	57.2%	23.2%	1.0%	4.0%				
				Percent Male		78.7%				Percent Female		21.3%			

Race Totals			
	Total White	22,697	26.2%
	Total Black	32,371	37.4%
	Total Hispanic	27,739	32.0%
	Total Other	987	1.1%
	Total Unknown	2,875	3.3%
	Total	**86,669**	

* Age as of December 31, 2016

Note: Transgender persons may be included in male, female, or unknown sex categories

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HIV Diagnoses and AIDS Diagnoses by Transmission Category, 2016

Adult/Adolescent Transmission Category*	HIV Diagnoses			AIDS		
	Male	Female	Total	Male	Female	Total
Male-to-Male Sexual Contact (MMS)	3,233	N/A	3,233	1,246	N/A	1,246
Intravenous Drug Use (IDU)	138	126	264	102	80	183
MMS & IDU	104	N/A	104	88	N/A	88
Heterosexual Contact	240	642	882	185	361	547
Other**	0	0	0	0	0	0
Adult Total	**3,715**	**768**	**4,483**	**1,621**	**441**	**2,064**
Pediatric Transmission Category Total*	**5**	**5**	**10**	**8**	**10**	**18**
Adult/Pediatric Total	**3,720**	**773**	**4,493**	**1,629**	**451**	**2,082**

* Transmission categories are estimated, column values may not sum to the column total.

** Adult Other includes received clotting factor, transfusion/transplant, other and unknown.

Note: Transgender persons may be included in male, female, or unknown sex categories

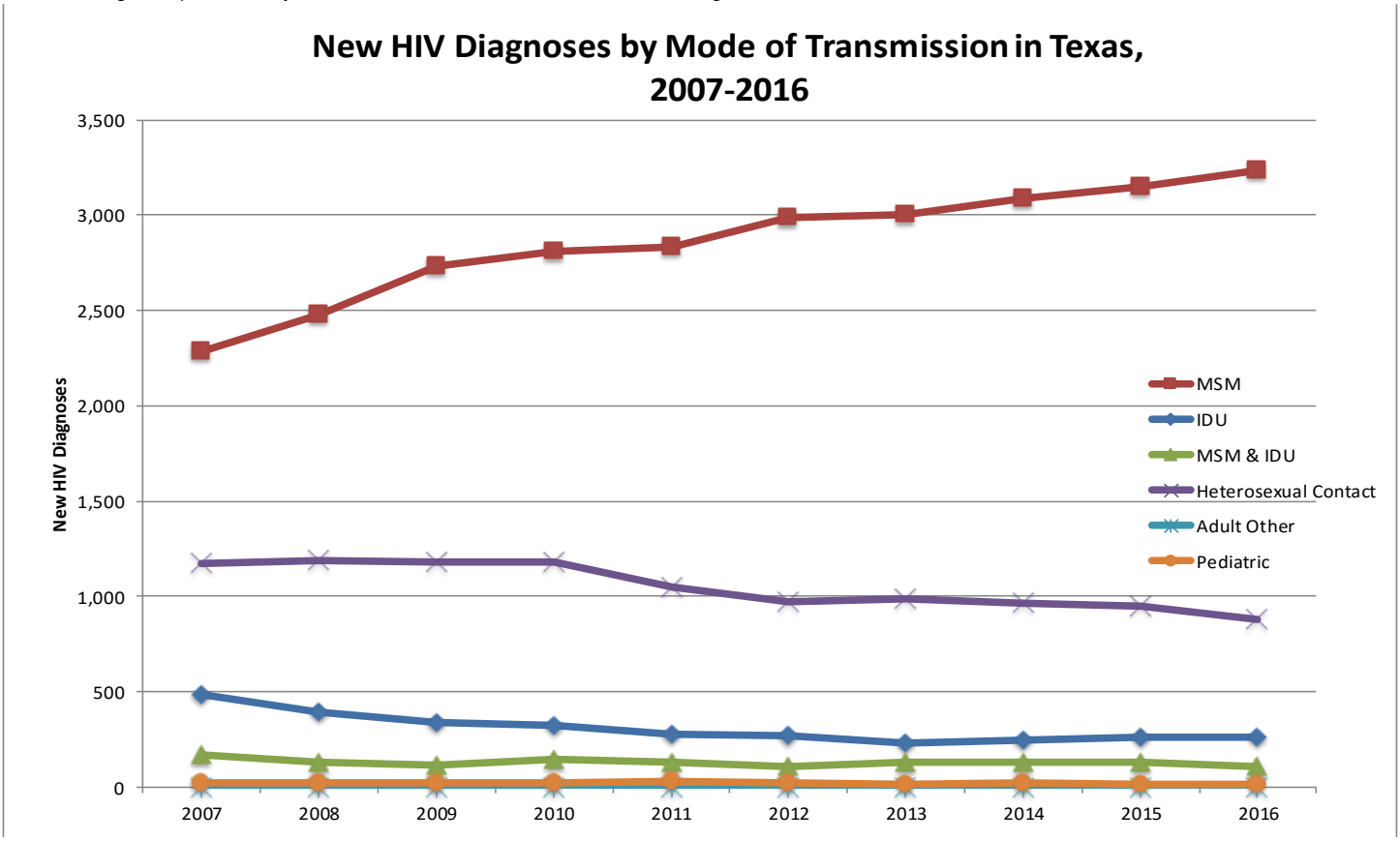
People Living with HIV and Cumulative Diagnoses by Transmission Category Through December 31, 2016

Adult/Adolescent Transmission Category*	People Living with HIV			Cumulative HIV Diagnoses		
	Male	Female	Total	Male	Female	Total
Male-to-Male Sexual Contact (MMS)	52,183	N/A	52,183	82,360	N/A	82,360
Intravenous Drug Use (IDU)	5,140	3,558	8,697	11,351	6,603	17,954
MMS & IDU	4,450	N/A	4,450	9,676	N/A	9,676
Heterosexual Contact	5,923	14,444	20,367	8,683	18,134	26,817
Other**	70	39	109	576	200	776
Adult Total	**67,766**	**18,041**	**85,807**	**112,646**	**24,937**	**137,583**
Pediatric Transmission Category Total*	**416**	**446**	**862**	**572**	**523**	**1,095**
Adult/Pediatric Total	**68,182**	**18,487**	**86,669**	**113,218**	**25,460**	**138,678**

* Transmission categories are estimated, column values may not sum to the column total.

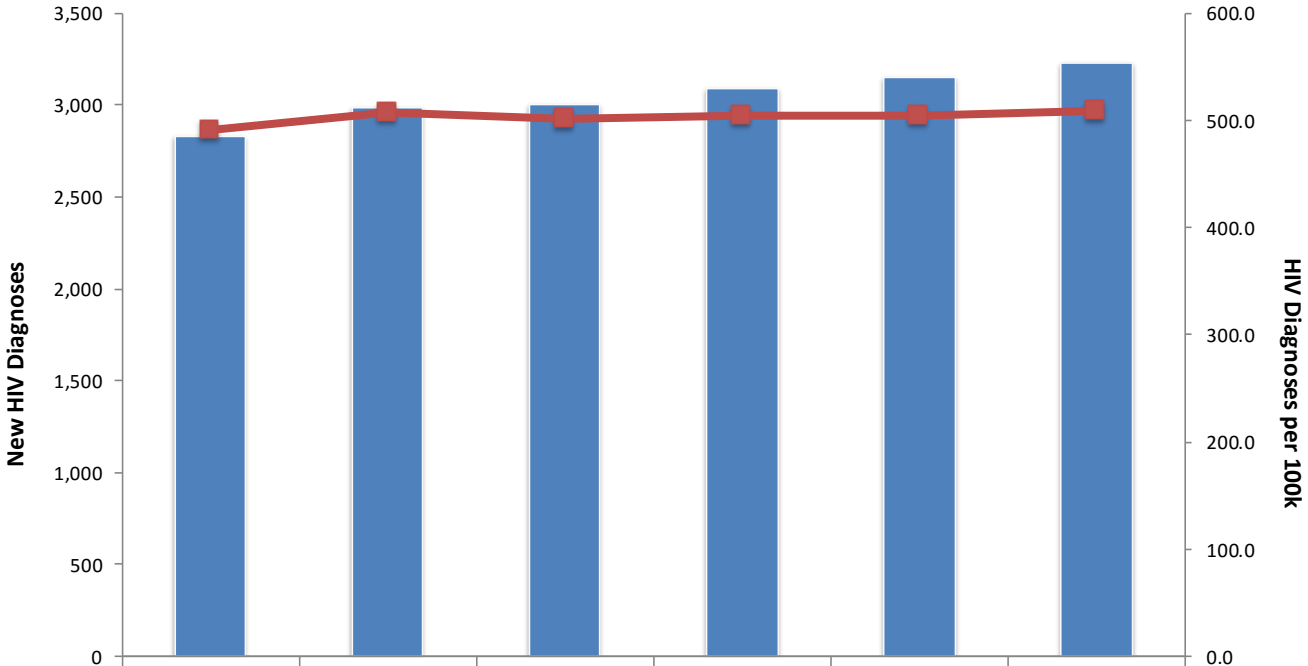
** Adult Other includes received clotting factor, transfusion/transplant, other and unknown.

Note: Transgender persons may be included in male, female, or unknown sex categories



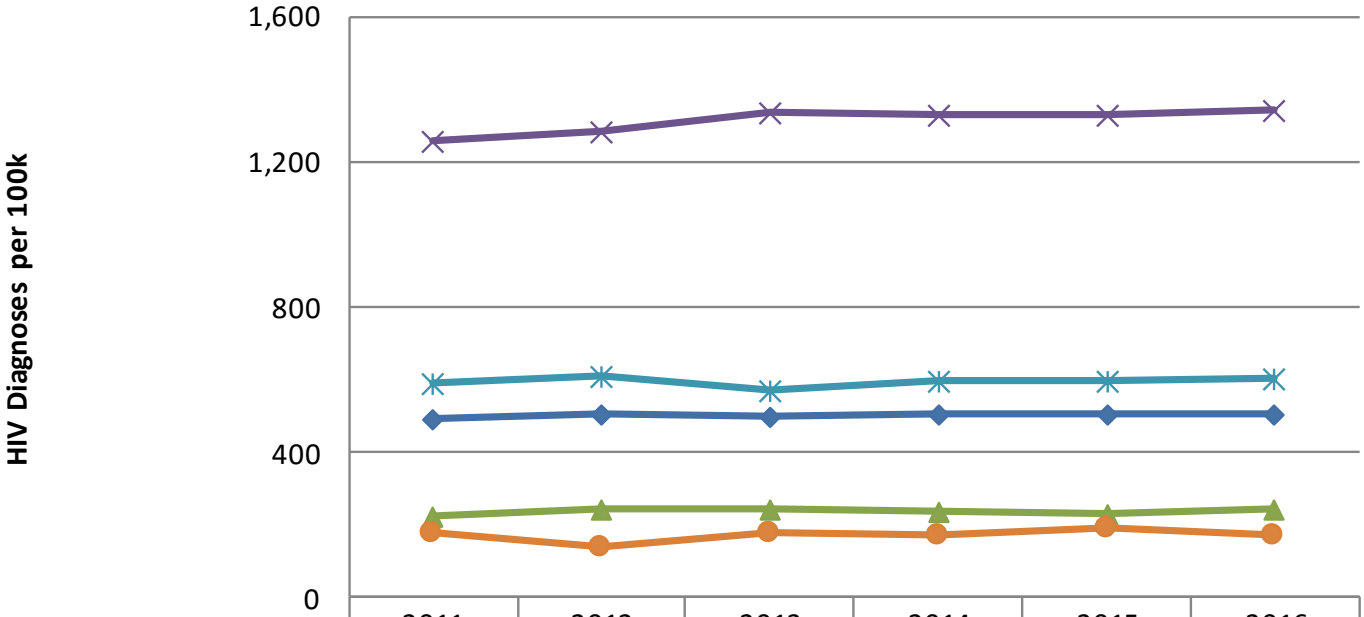
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Count and Rate of MSM HIV Diagnoses in Texas, 2011-2016



	2011	2012	2013	2014	2015	2016
New Diagnoses Count	2,834	2,988	3,004	3,088	3,148	3,233
Rate of New Diagnoses	491.6	507.7	501.0	504.8	504.1	508.7

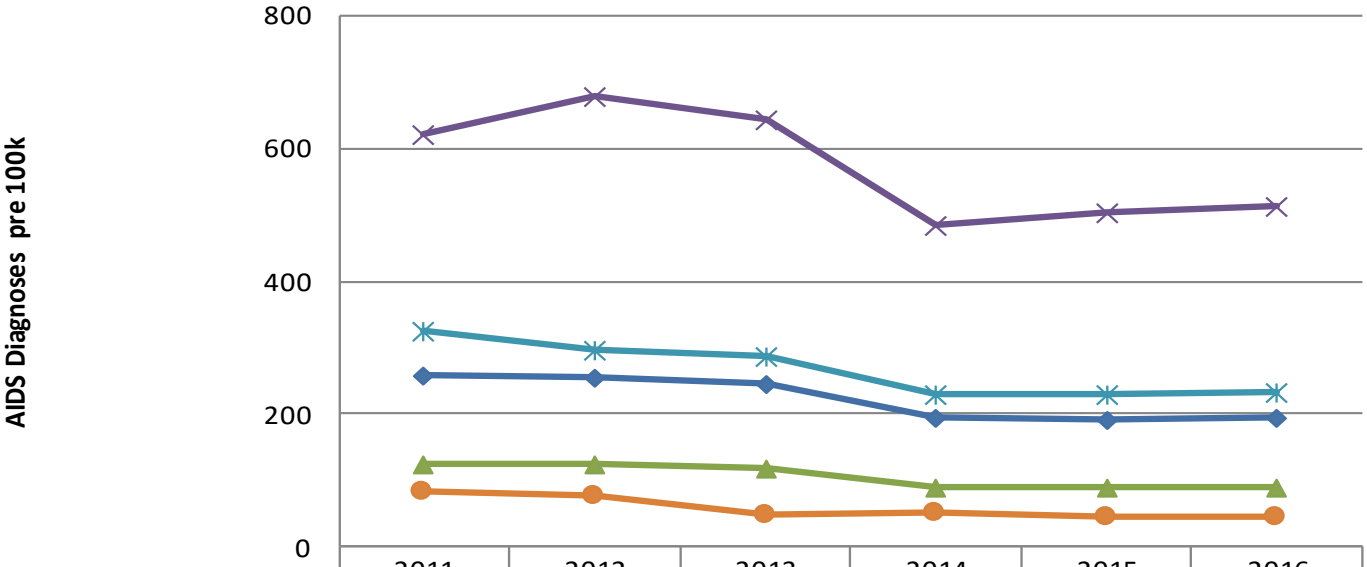
Rate of HIV Diagnoses among MSM in Texas, 2011-2016



	2011	2012	2013	2014	2015	2016
White, not Hispanic	226.0	244.3	246.3	240.9	232.0	241.9
Black, not Hispanic	1,258.8	1,285.0	1,335.0	1,326.6	1,332.3	1,339.5
Hispanic	591.0	613.9	573.0	596.6	597.2	603.1
Other	178.0	142.3	177.8	171.9	189.3	171.7
Total	491.6	507.7	501.0	504.8	504.1	508.7

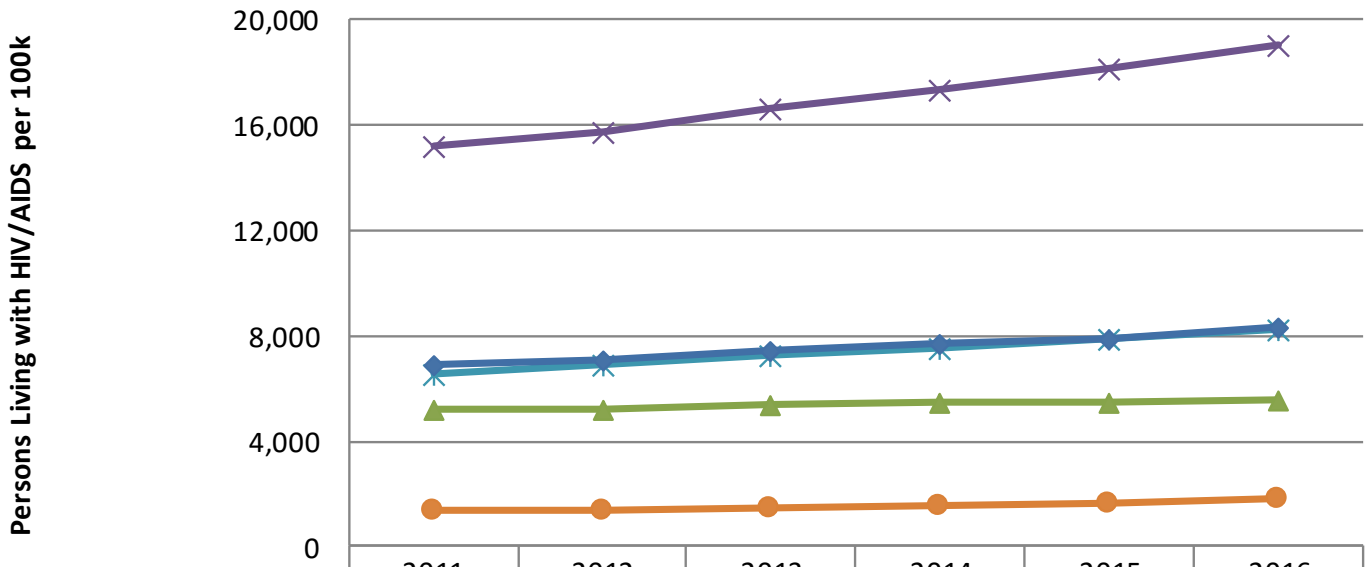
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Rate of AIDS Diagnoses among MSM in Texas, 2011-2016



	2011	2012	2013	2014	2015	2016
White, not Hispanic	125.0	123.9	120.0	90.1	90.2	89.0
Black, not Hispanic	620.6	679.5	643.5	483.1	503.1	513.0
Hispanic	324.6	296.5	286.4	228.7	229.3	233.7
Other	84.1	78.7	50.6	50.8	44.4	46.4
Total	260.2	254.0	245.0	193.6	193.1	196.1

Rate of Persons Living with HIV/AIDS among MSM in Texas, 2011-2016



	2011	2012	2013	2014	2015	2016
White, not Hispanic	5,254.3	5,251.2	5,373.0	5,450.1	5,504.5	5,612.5
Black, not Hispanic	15,189.6	15,749.0	16,628.4	17,397.4	18,172.4	19,008.9
Hispanic	6,557.6	6,916.6	7,251.8	7,580.6	7,879.2	8,221.4
Other	1,340.2	1,374.3	1,479.5	1,591.6	1,691.6	1,790.0
Total	6,896.7	7,106.0	7,412.8	7,673.9	7,914.6	8,358.1

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25 Counties with the Highest Cases Numbers, 2016

	HIV Diagnoses		AIDS		People Living with HIV	
Rank	County	Cases	County	Cases	County	Cases
1	Harris	1,205	Harris	602	Harris	24,699
2	Dallas	815	Dallas	416	Dallas	17,333
3	Bexar	360	Bexar	146	Bexar	5,987
4	Tarrant	302	Tarrant	123	Tarrant	5,370
5	Travis	242	Travis	80	Travis	4,716
6	El Paso	93	Collin	51	El Paso	2,061
7	Collin	92	Hidalgo	43	Collin	1,710
8	Hidalgo	78	El Paso	38	Fort Bend	1,365
9	Jefferson	68	Fort Bend	25	Hidalgo	1,259
10	Fort Bend	68	Brazoria	25	Denton	1,256
11	Denton	57	Jefferson	23	Galveston	970
12	Galveston	45	Denton	21	Jefferson	900
13	Montgomery	43	Galveston	19	Cameron	803
14	Lubbock	39	Cameron	19	Montgomery	745
15	Cameron	39	Lubbock	18	Bell	693
16	Brazoria	38	Bell	18	Williamson	674
17	Bell	35	Montgomery	17	Nueces	642
18	Brazos	34	Nueces	14	Brazoria	589
19	Nueces	32	Brazos	13	Lubbock	475
20	Webb	29	Williamson	12	Gregg	466
21	Williamson	24	Webb	12	McLennan	427
22	Smith	24	Ector	12	Webb	415
23	Ector	23	Gregg	11	Smith	414
24	Hays	19	Bowie	11	Brazos	364
25	McLennan	16	Potter	10	Hays	304

25 Counties with the Highest Cases Rates*, 2016

	HIV Diagnoses		AIDS		People Living with HIV	
Rank	County	Rate**	County	Rate**	County	Rate***
1	Dallas	31.7	Dallas	16.2	Dallas	673.1
2	Caldwell	26.7	Anderson	15.6	Harris	538.1
3	Jefferson	26.7	Harris	13.1	Houston	426.3
4	Harris	26.3	Bowie	11.7	Travis	393.2
5	Travis	20.2	Walker	9.8	Gregg	376.6
6	Bexar	18.7	Jefferson	9.0	Jefferson	353.4
7	Brazos	15.4	Gregg	8.9	Bexar	310.4
8	Tarrant	15.0	Potter	8.3	Galveston	294.4
9	Ector	14.6	Ector	7.6	Tarrant	266.3
10	Bastrop	14.5	Bexar	7.6	El Paso	246.0
11	Bowie	13.9	Brazoria	7.1	Bowie	221.6
12	Galveston	13.7	Travis	6.7	Potter	220.1
13	Wood	13.6	Tarrant	6.1	Polk	208.7
14	Lubbock	12.9	Lubbock	5.9	Bell	203.6
15	Gregg	12.1	Kaufman	5.9	Cameron	190.2
16	Walker	11.2	Brazos	5.9	Fort Bend	184.2
17	El Paso	11.1	Galveston	5.8	Smith	183.8
18	Potter	10.8	Collin	5.4	Bastrop	183.7
19	Brazoria	10.7	Ellis	5.3	Navarro	183.4
20	Webb	10.7	Bell	5.3	Collin	182.0
21	Smith	10.7	Hidalgo	5.1	Austin	178.1
22	Bell	10.3	Midland	4.9	Nueces	177.7
23	Angelina	10.3	El Paso	4.5	Marion	177.4
24	Collin	9.8	Cameron	4.5	Matagorda	174.8
25	Hunt	9.8	Webb	4.4	McLennan	172.2

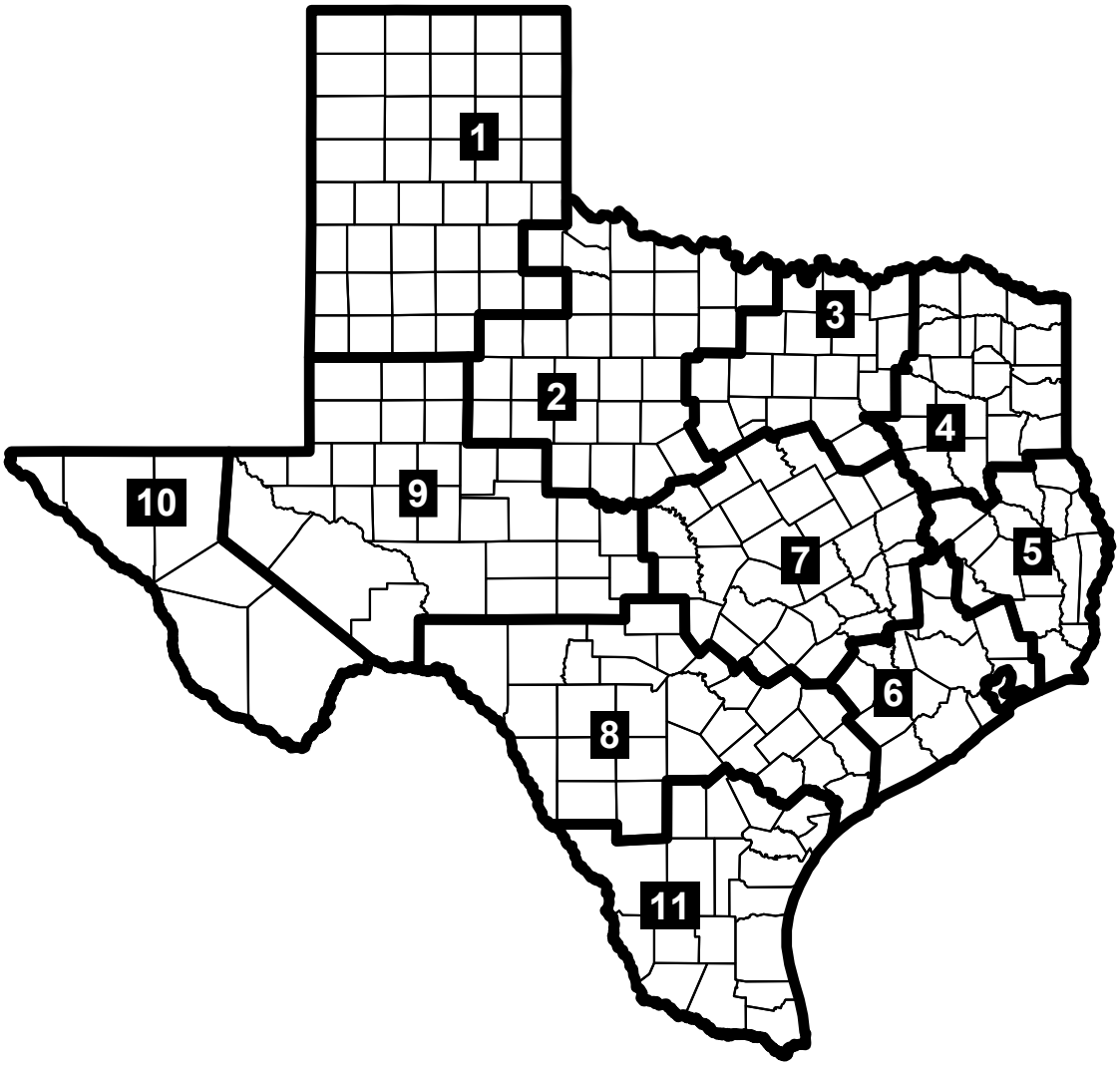
* Rates represent cases per 100,000 population.

**Rates for counties with >5 cases

***Rates for counties with >5 cases and populations >1000

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TEXAS PUBLIC HEALTH REGIONS



HIV Diagnoses and AIDS Diagnoses by Public Health Region, 2016

Public Health Region	HIV Diagnoses*		People Living with HIV**		Cumulative HIV Diagnoses**	AIDS*	
	Cases	Rate †	Cases	Rate †	Cases	Cases	Rate †
Region 1	73	8.4	1,095	125.8	1,898	37	4.3
Region 2	20	3.6	565	102.6	987	17	3.1
Region 3	1,330	17.6	27,121	359.1	41,180	649	8.6
Region 4	109	9.6	1,988	174.6	3,027	66	5.8
Region 5	109	14.0	1,716	220.7	3,023	36	4.6
Region 6	1,429	20.6	28,909	416.3	50,896	713	10.3
Region 7	416	12.4	7,965	236.6	12,052	156	4.6
Region 8	407	14.0	6,951	238.6	10,736	173	5.9
Region 9	60	9.4	671	105.3	1,092	26	4.1
Region 10	94	10.9	2,082	241.4	3,102	39	4.5
Region 11	190	8.5	3,409	151.6	5,234	97	4.3
ICE Facility	147		491		761	41	
Fed Prison	36		468		348	5	
TDCJ ‡	73		3,238		4,343	27	
State Total	**4,493**	**16.1**	**86,669**	**311.1**	**138,679**	**2,082**	**7.5**

* 2016 diagnoses.

** Through December 31, 2016.

† Rates represent cases per 100,000 population.

‡ Texas Department of Criminal Justice.

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HIV Diagnoses and AIDS Diagnoses by City of Residence*, 2016		
City of Residence	HIV	AIDS
HOUSTON	1,056	533
DALLAS	578	311
SAN ANTONIO	330	137
AUSTIN	212	76
FORT WORTH	148	72
ARLINGTON	89	25
TDCJ	84	27
EL PASO	80	37
IRVING	52	28
ICE	52	41
FED PRISON	40	5
BEAUMONT	39	13
GARLAND	39	25
LUBBOCK	36	17
HUMBLE	32	14
PLANO	29	14
CORPUS CHRISTI	29	13
SPRING	29	12
KATY	28	6
LAREDO	27	11
GRAND PRAIRIE	27	12
MESQUITE	25	9
PASADENA	23	8
CARROLLTON	22	15
ODESSA	22	12
MISSION	20	9
MISSOURI CITY	20	8
AMARILLO	19	12
KILLEEN	19	10
BRYAN	18	5
LEWISVILLE	18	4
PFLUGERVILLE	18	6
TYLER	18	6
DENTON	16	2
SAN MARCOS	16	1
PORT ARTHUR	16	7
CEDAR HILL	15	6
CYPRESS	15	5
MCALLEN	15	12
MIDLAND	15	8
GALVESTON	14	4
DESOTO	13	4
PEARLAND	13	3
BROWNSVILLE	13	8
MCKINNEY	13	15
RICHMOND	12	5
EDINBURG	11	8
LONGVIEW	11	8
SUGAR LAND	11	7
COLLEGE STATION	11	7
TEXARKANA	11	7
LANCASTER	10	2
Total	**4,493**	**2,082**

* Top cities listed by total number of HIV/AIDS cases diagnosed.

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HIV Diagnoses and AIDS Diagnoses by National Origin, 2016

National Origin	HIV Diagnoses	%	AIDS	%
U.S.	1,582	35.6%	887	42.6%
U.S. Dependency	13	0.3%	3	0.1%
Unknown	2,363	53.1%	956	45.9%
Foreign Country	491	11.0%	236	11.3%
State Total	**4,449**	100.0%	**2,082**	100.0%

Most Frequent Foreign Countries of National Origin*

Country	HIV Diagnoses	AIDS
Mexico	181	114
Honduras	54	28
El Salvador	38	22
Cuba	49	7
Nigeria	32	17
Guatemala	12	8
Ethiopia	11	2
Cameroon	10	3
Kenya	5	4
Korea, Dem People's Rep of	6	2
Colombia	8	-
Venezuela	6	1
Eritrea	4	3
Congo	7	-
Thailand	3	3
Philippines	2	3
India	3	2
Brazil	4	1
Nicaragua	2	2
Iraq	4	-
Haiti	3	1
Malaysia	3	-
Liberia	1	2
Spain	2	1
Zimbabwe	2	-
Zambia	2	-

* Foreign countries of national origin listed by total number of HIV and AIDS cases diagnosed combined.

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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.

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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.

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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.

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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.

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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

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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

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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: _____

Signature of Authorized Representative	**Date Signed**
Printed Name and Title of Authorized Representative	**Phone Number**
Federal Employer Identification Number	**Fax Number**
DUNS Number	**Email Address**
Physical Street Address	**City, State, Zip Code**
Mailing Address, if different	**City, State, Zip Code**

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HHSC Uniform Terms and Conditions Version 2.16
Published and Effective: February 1, 2019
Responsible Office: Chief Counsel

TEXAS
Health and Human Services

Health and Human Services Commission

HHSC Uniform Terms and Conditions - Grant

Version 2.16

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the Parties, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters.

"Attachment" means documents, terms, conditions, or information added to this Contract following the Signature Document or included by reference, and made a part of this Contract.

"Contract" means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference for all purposes.

"Deliverable" means the work product(s), including all reports and project documentation, required to be submitted by Grantee to the System Agency.

"Effective Date" means the date agreed to by the Parties as the date on which the Contract takes effect.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Contract. May also be referred to as "Contractor" in certain attachments.

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

"HUB" means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

"Intellectual Property Rights" means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
iv. domain name registrations; and
v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

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"Mentor Protégé" means the Comptroller of Public Accounts' leadership program found at: http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

"Program" means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

"Project" means specific activities of the Grantee that are supported by funds provided under this Contract.

"Public Information Act" or "PIA" means Chapter 552 of the Texas Government Code.

"Signature Document" means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

"Solicitation" or "Request for Applications (RFA)" means the document (including all amendments and attachments) issued by the System Agency under which applications for Program funds were requested, which is incorporated by reference for all purposes in its entirety.

"Solicitation Response" or "Application" means Grantee's full and complete response (including any attachments and addenda) to the Solicitation, which is incorporated by reference for all purposes in its entirety.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

"Statement of Work" means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

"System Agency" means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, authorized representatives and designees of those agencies. These agencies include: HHSC and the Department of State Health Services.

"Technical Guidance Letter" or "TGL" means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

"Work Product" means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee's performance of its duties under the Contract or through use of any funding provided under this Contract.

"Uniform Grant Management Standards" or "UGMS" means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas

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Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies.

1.2 INTERPRETIVE PROVISIONS

A. The meanings of defined terms include the singular and plural forms.
B. The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
C. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.
D. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
E. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
F. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
G. All Attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
H. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
I. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
J. Time is of the essence in this Contract.

ARTICLE II. PAYMENT METHODS AND RESTRICTIONS

2.1 PAYMENT METHODS

A. Except as otherwise provided by this Contract, the payment method will be one or more of the following:
    i. Cost Reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
    ii. Unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
    iii. Advance payment. This payment method is based on disbursal of the minimum necessary funds to carry out the Program or Project where the Grantee has

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implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law, state and federal regulations, and at the sole discretion of the System Agency.

B. Grantee shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.2 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following the end of the term of the Contract. Reimbursement or payment requests received after the deadline may not be paid.

2.3 Financial Status Reports (FSRs)

Except as otherwise provided, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to System Agency by the last business day of the month following the end of each quarter for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.4 Use of Funds

Grantee shall expend funds under this Contract only for approved services and for reasonable and allowable expenses directly related to those services.

2.5 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.6 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use Program Income, as provided in UGMS Section III, Subpart C, .25(g)(2), to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Contract, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Contract term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Contract.

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2.7 NONSUPPLANTING

Grant funds may be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds in place to support current programs and related activities.

2.8 ALLOWABLE COSTS

Allowable Costs are restricted to costs that comply with the Texas Uniform Grant Management Standards (UGMS) and applicable state and federal rules and law. The Parties agree that all the requirements of the UGMS apply to this Contract, including the criteria for Allowable Costs. Additional federal requirements apply if this Contract is funded, in whole or in part, with federal funds.

2.9 INDIRECT COST RATES

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable contracts. Grantee will provide the necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and Uniform Grant Management Standards (UGMS).

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 FUNDING

This Contract is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability of state funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Grantee's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages, that are caused or associated with such termination, or cancellation, and System Agency will not be required to give prior notice.

3.2 NO DEBT AGAINST THE STATE

This Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBT AND DELINQUENCIES

Grantee agrees that any payments due under the Contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

3.4 RECAPTURE OF FUNDS

A . At its sole discretion, the System Agency may i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s), or ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice -

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any funds erroneously paid by System Agency which are not expressly authorized under the Contract.

B. "Overpayments" as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

A. System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include, but are not limited to:

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local, and Tribal Governments	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

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For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles and Procedures, or Uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

B. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 AUDITS AND FINANCIAL STATEMENTS

A. Audits

i. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee will be subject to the sanctions and remedies for non-compliance with this Contract.

ii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.

iii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in state funds awarded, Grantee shall have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and UGMS.

iv. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits.

v. Each Grantee that is required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS.

B. Financial Statements

Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements.

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4.3 Submission of Audits and Financial Statements

A. Audits

Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit electronically one copy of the single audit or program-specific audit to the System Agency via:

i. HHS portal at: or,
https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau

ii. Email to: single_audit_report@hhsc.state.tx.us.

B. Financial Statements

Due no later than nine months after the Grantee's fiscal year end, Grantees which are not required to submit an audit, shall submit electronically financial statements via:

i. HHS portal at:
https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau; or,

ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the Grantee has reviewed the General Affirmations and that Grantee is in compliance with all requirements.

5.2 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Grantee has reviewed the Federal Assurances and that Grantee is in compliance with all requirements.

5.3 Federal Certifications

Grantee further certifies that, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, the Grantee has reviewed the Federal Certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Contract.

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 Ownership of Work Product

All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated

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therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing. Grantee agrees to execute all papers and to perform such other property rights as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.

6.2 GRANTEE'S PRE-EXISTING WORKS

To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Contract ("**Incorporated Pre-existing Works**"), Grantee retains ownership of such Incorporated Pre-existing Works, and Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

6.3 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this **Article VI**.

6.4 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Contract or upon System Agency's request, Grantee shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Contract. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Contract without the prior written consent of System Agency.

6.5 SURVIVAL

The provisions and obligations of this **Article VI** survive any termination or expiration of the Contract.

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ARTICLE VII. RECORDS, AUDIT, AND DISCLOSURE

7.1 BOOKS AND RECORDS

Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee shall maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the Contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.2 ACCESS TO RECORDS, BOOKS, AND DOCUMENTS

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee shall produce original documents related to this Contract. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.
B. As part of the services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Contract.

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7.4 SAO AUDIT

A. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

B. Grantee shall comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

7.5 CONFIDENTIALITY

Grantee shall maintain as confidential, and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This section will survive termination or expiration of this Contract.

ARTICLE VIII. CONTRACT REMEDIES AND EARLY TERMINATION

8.1 CONTRACT REMEDIES

To ensure Grantee's full performance of the Contract and compliance with applicable law, the System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to:

i. suspending all or part of the Contract;
ii. requiring the Grantee to take specific actions in order to remain in compliance with the Contract;
iii. recouping payments made by the System Agency to the Grantee found to be in error;
iv. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
v. imposing any other remedies, sanctions or penalties authorized under this Contract or permitted by federal or state statute, law, regulation or rule.

8.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination. The System Agency's right to terminate the Contract for convenience is cumulative of all rights and remedies which exist now or in the future.

8.3 TERMINATION FOR CAUSE

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

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i. **Material Breach**
The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, in its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's Solicitation Response, if any, or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

ii. **Failure to Maintain Financial Viability**
The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

ARTICLE IX. MISCELLANEOUS PROVISIONS

9.1 AMENDMENT

The Contract may only be amended by an Amendment executed by both Parties.

9.2 INSURANCE

A. Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

B. These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.3 LEGAL OBLIGATIONS

Grantee shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee shall be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

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9.4 PERMITTING AND LICENSURE

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Contract. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Contract.

9.5 INDEMNITY

A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

B. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLEGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.

C. For the avoidance of doubt, System Agency shall not indemnify Grantee or any other entity under the Contract.

9.6 ASSIGNMENTS

A. Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

B. Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

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9.7 INDEPENDENT CONTRACTOR

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Contract. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. Should Grantee subcontract any of the services required in the Contract, Grantee expressly understands and acknowledges that in entering such subcontract(s), System Agency is in no manner liable to any Subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Contract. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Contract shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

9.8 TECHNICAL GUIDANCE LETTERS

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during work performance in the form of a Technical Guidance Letter (TGL). A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference for all purposes when it is issued.

9.9 DISPUTE RESOLUTION

A. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the Contract.

B. If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

9.10 GOVERNING LAW AND VENUE

The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

9.11 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-

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enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

9.12 SURVIVABILITY

Expiration or termination of the Contract for any reason does not release Grantee from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

9.13 FORCE MAJEURE

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

9.14 NO WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Contract shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

9.15 PUBLICITY

A. Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.
B. Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.16 PROHIBITION ON NON-COMPETE RESTRICTIONS

Grantee shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.17 NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in the Contract will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Contract shall not constitute or be construed as a waiver of

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any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract.

9.18 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible.

9.19 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.20 Proper Authority

Each Party represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract.

9.21 E-Verify Program

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

i. all persons employed to perform duties within Texas during the term of the Contract; and
ii. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Contract within the United States of America.

9.22 Civil Rights

A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
   ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
   iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
   vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
   vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Contract.

B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from

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participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to 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.

D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://hhscx.hhsc.texas.gov/system-support- services/civil-rights/publications

E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.

G. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Contract. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

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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.

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"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.

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"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

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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.

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(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

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- 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

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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 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.

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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.

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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

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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.

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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:** _____

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

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OMB Number: 4040-0007
Expiration Date: 01/31/2019

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.

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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	DATE SUBMITTED

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EXHIBIT E: EXCEPTIONS FORM

(NOTE TO RESPONDENTS: COMPLETION OF THIS EXHIBIT IS NOT REQUIRED IF THERE ARE NO EXCEPTIONS.)

No exception -- nor any term, condition, or provision in a Solicitation Response that differs, varies from, or contradicts this Solicitation -- will be considered to be a part of any contract resulting from this Solicitation unless expressly made a part of the contract in writing by the System Agency.

Solicitation Document	Solicitation Document Section Number	Solicitation Language to which Exception is Taken (set forth language from solicitation)	Basis of Exception	Respondent's Proposed Language	Still Want to be Considered for Contract Award if Exception Denied? (State "Yes" or "No")

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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?

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☐ 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.

Signature of Authorized Representative
Printed Name of Authorized Representative

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Title of Authorized Representative	
Legal Name of Contractor	
Date	
DUNS Number	**Applicable HHSC Contract Number(s)** **[List all contract numbers in the cell above]**

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HIV Prevention Services

Performance Measures and Work Plan for Applications for Routine HIV Screening in Healthcare Settings

Criteria, Sub-criteria Sheet

RFA #HHS0000778

Evaluator	
Respondent	

#	Criteria	Weight	Score	Comments
1	**Respondent Background (25%)**			
1 and 3	To what extent does the respondent describe the proposed activities and populations that fit with the respondent's stated mission and the respondent's current services?			
2	To what extent does the respondent describe their organizational structure?			
4	To what extent does the respondent describe their experience in providing the services and activities?			
5	To what extent does the respondent describe their experience in providing the services included in their proposal to the populations(s) included in their proposals?			
6	To what extent does the respondent describe the experience in providing services to culturally diverse populations?			
7	To what extent does the respondent describe the maintained collaborations and partnerships that benefit the population(s)?			
	Sub Total			
2	**Assessment Narrative (15%)**			
1	To what extent does the respondent describe the HSDA or counties where they proposed to deliver services?			
2	To what extent does the respondent describe the current HIV-related resources in their community and explain how their proposed services will fill resource gaps?			
3	To what extent does the respondent describe the needs of the proposed focus population(s) and explain how their proposed projects will address those needs?			
	Sub Total			

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3	**Performance Measures (10%)**			
1	To what extent does the respondent describe all required information outlined in the performance measures?			
	Sub Total			
4	**Work plan for the Routine Screening in Healthcare Settings funding opportunity (50%)**			
1	To what extent does the respondent identify the type of health care settings where screening will be provided and describe the hours and locations where the screening will occur?			
2	To what extent does the respondent describe the eligibility criteria they will use in their screening program?			
3	To what extent does the respondent describe the proposed managerial and supervisory oversight to assure that will be implemented as designed?			
4	To what extent does the respondent describe how grant expenditures will be tracked and how they will assure compliance with administrative requirements of their contracts?			
5	To what extent does the respondent describe the proposed staffing plan that support the operations of the screening proposal?			
6	To what extent does the respondent describe the needed procedures and protocols are written and implemented?			
7	To what extent does the respondent describe the processes and activities described to assure that patients are informed of opt out screening and that consent will be obtained?			
8	To what extent does the respondent describe the processes and activities associated with collecting testing specimen and laboratory testing assure that the DSHS-required laboratory algorithm will be used? (DSHS-required algorithm is Ag/Ab Combo screening and supplemental testing via Geenius, HIV-1/2 antibodies, and HIV-1 RNA NAT if required to confirm acute diagnosis).			
9	To what extent does the respondent describe the processes and activities described to assure that HIV positive test results are delivered to patients?			

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10	To what extent does the respondent describe the processes and activities to assure that patients with HIV positive test results will be referred for partner services and that positive test results will be reported to public health surveillance offices?			
11	To what extent does the respondent describe the processes and activities to assure that patients with HIV positive test results will be successfully linked with HIV-related medical care and enhanced linkage/engagement intervention is proposed it is clearly defined and justified?			
12	To what extent does the respondent describe the proposed activities that address the barriers to opt-out screening mentioned in the proposal?			
13	To what extent does the respondent describe the use of electronic health record systems and other IT systems to capture required reporting information and data for service improvement?			
15	To what extent does the respondent describe the Quality Assurance/Quality Improvement processes described in the proposal to support service improvement?			
16	To what extent does the respondent identify the resources needed to ensure sustainability of the screening program, including a description of how they will pursue third-party reimbursement for screening?			
17	To what extent does the respondent provide a month-by-month timeline for the first year of the project?			
18	To what extent does the respondent provide an overview of the major tasks to be completed during each year of the 5-year project period?			
	Sub Total			
	TOTAL (%)			

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HIV Prevention Services

Performance Measures and Work Plan for Applications for Structural Interventions

Criteria, Sub-criteria Sheet

RFA #HHS0000778

Evaluator	
Respondent	

#	Criteria	Weight	Score	Comments
1	**Respondent Background (25%)**			
1 and 3	To what extent does the respondent describe the proposed activities and populations that fit with the respondent's stated mission and the respondent's current services?			
2	To what extent does the respondent describe their organizational structure?			
4	To what extent does the respondent describe their experience in providing the services and activities?			
5	To what extent does the respondent describe their experience in providing the services included in their proposal to the populations(s) included in their proposals?			
6	To what extent does the respondent describe the experience in providing services to culturally diverse populations?			
7	To what extent does the respondent describe the maintained collaborations and partnerships that benefit the population(s)?			
	Sub Total			
2	**Assessment Narrative (15%)**			
1	To what extent does the respondent describe the HSDA or counties where they proposed to deliver services?			
2	To what extent does the respondent describe the current HIV-related resources in their community and explain how their proposed services will fill resource gaps?			
3	To what extent does the respondent describe the needs of the proposed focus population(s) and explain how their proposed projects will address those needs?			
	Sub Total			

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3	**Performance Measures (10%)**			
1	To what extent does the respondent describe all required information outlined in the performance measures?			
	Sub Total			
4	**Work plan for the Structural Interventions funding opportunity (50%)**			
1 a & b	To what extent does the respondent provide a (clear) description of the populations to be addressed, the intended project outcomes, and proposed activities, and how these activities address the desired outcomes?			
2	To what extent does the respondent provide a clear description of how they will assess community needs or systems operations, including a description of stakeholder input and if such an assessment is already available, do the key findings described in the response support the proposed activities and goals described for the project?			
3	To what extent does the respondent describe the proposed evaluation plan and provide information relevant to the goals of the project?			
4	To what extent does the respondent describe their proposed activities, including how they will attract and retain participants and community partners for their project?			
5	To what extent does the respondent describe the proposed management and supervisory oversight to assure that the work plan is carried out and the intervention is implemented as proposed?			
6	To what extent does the respondent describe the proposed processes and actions to assure that the program complies with grant administrative requirements, including financial management requirements?			
7	To what extent does the respondent describe the proposed activities to assure that service quality and staff skills will be improved?			
8	To what extent does the respondent provide a month-by-month timeline for the first year of the project?			
9	To what extent does the respondent provide an overview of the major tasks to be completed during each year of the 5-year project period?			
	Sub Total			
	TOTAL (%)			

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HIV Prevention Services

Performance Measures and Work Plan for Applications for PrEP/nPEP Programs

Criteria, Sub-criteria Sheet

RFA #HHS0000778

Evaluator	
Respondent	

#	Criteria	Weight	Score	Comments
1	**Respondent Background (25%)**			
1 and 3	To what extent does the respondent describe the proposed activities and populations that fit with the respondent's stated mission and the respondent's current services?			
2	To what extent does the respondent describe their organizational structure?			
4	To what extent does the respondent describe their experience in providing the services and activities?			
5	To what extent does the respondent describe their experience in providing the services included in their proposal to the populations(s) included in their proposals?			
6	To what extent does the respondent describe the experience in providing services to culturally diverse populations?			
7	To what extent does the respondent describe the maintained collaborations and partnerships that benefit the population(s)?			
	Sub Total			
2	**Assessment Narrative (15%)**			
1	To what extent does the respondent describe the HSDA or counties where they proposed to deliver services?			
2	To what extent does the respondent describe the current HIV-related resources in their community and explain how their proposed services will fill resource gaps?			
3	To what extent does the respondent describe the needs of the proposed focus population(s) and explain how their proposed projects will address those needs?			
	Sub Total			

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3	**Performance Measures (10%)**			
1	To what extent does the respondent describe all required information outlined in the performance measures?			
	Sub Total			
4	**Work plan for PrEP/nPEP funding opportunity (50%)**			
1	To what extent does the respondent describe the planned assessment activities to provide information on PrEP/nPEP awareness and barriers to use that will be useful in guiding work with the proposed focus populations and if the results of completed assessments are described, do the key findings described in the response support the proposed activities and goals described for the project?			
2	To what extent does the respondent describe the proposed marketing and recruitment plan to reach the focus populations?			
3	To what extent does the respondent describe the proposed collaborations and partnerships that result in effective referrals to the respondent's PrEP/nPEP program?			
4	To what extent does the respondent describe the proposed outreach and education plan to reach area clinical service providers?			
5	To what extent does the respondent describe a plan to assess the availability of PrEP/nPEP and barriers to prescribing PrEP and nPEP in the local medical community?			
6	To what extent does the respondent identify other PrEP/nPEP providers and organizations that conduct clinical education on PrEP /nPEP in their service area(s) and provide a clear description of how clinical outreach will be coordinated?			
7	To what extent does the respondent describe the protocols and procedures that result in a client-centered, efficient, and effective program for delivering clinical and client support services?			
8	To what extent does the respondent describe plans to deliver services consistent with the most current CDC guidelines?			
9	To what extent does the respondent describe the proposed delivery of initial and follow up testing and prescriptions to assure that testing and treatment guidelines will be followed?			
10	To what extent does the respondent describe the proposed activities to assure that clients receive assistance in obtaining treatment medications?			

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11	To what extent does the respondent describe the proposed activities that support adherence to treatment instructions?			
12	To what extent does the respondent describe the proposed activities to assure that client needs for HIV prevention, medical services, and social services will be assessed and appropriate referrals will be made?			
13	To what extent does the respondent describe the proposed management and supervisory oversight of the program to assure that the program will be implemented as intended?			
14	To what extent does the respondent describe how they will maintain a Community Advisory Board and collect client and community input to improve the program?			
15	To what extent does the respondent describe the proposed processes and actions to assure that the program complies with grant administrative requirements, including financial management requirements?			
16	To what extent does the respondent describe the staffing plan included in the proposal to assure that the PrEP/nPEP program will enacted as proposed?			
17	To what extent does the respondent describe the proposed activities to assure that service quality and staff skills will be improved?			
18	To what extent does the respondent describe how the programmatic information will be collected and used to improve program activities?			
19	To what extent does the respondent describe the proposed processes and actions to assure that services are tailored and are culturally affirming?			
20	To what extent does the respondent describe the proposed integration of PrEP/nPEP services with other HIV, STD, or viral hepatitis services?			
21	To what extent does the respondent describe a month-by-month timeline for the first year of the project?			
22	To what extent does the respondent describe an overview of the major tasks to be completed during each year of the 5-year project period?			
	Sub Total			
	TOTAL (%)			

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HIV Prevention Services

Performance Measures and Work Plan for Applications for Client-Level Interventions

Criteria, Sub-criteria Sheet

RFA #HHS0000778

Evaluator	
Respondent	

#	Criteria	Weight	Score	Comments
1	**Respondent Background (25%)**			
1 and 3	To what extent does the respondent describe the proposed activities and populations that fit with the respondent's stated mission and the respondent's current services?			
2	To what extent does the respondent describe their organizational structure?			
4	To what extent does the respondent describe their experience in providing the services and activities?			
5	To what extent does the respondent describe their experience in providing the services included in their proposal to the populations(s) included in their proposals?			
6	To what extent does the respondent describe the experience in providing services to culturally diverse populations?			
7	To what extent does the respondent describe the maintained collaborations and partnerships that benefit the population(s)?			
	Sub Total			
2	**Assessment Narrative (15%)**			
1	To what extent does the respondent describe the HSDA or counties where they proposed to deliver services?			
2	To what extent does the respondent describe the current HIV-related resources in their community and explain how their proposed services will fill resource gaps?			
3	To what extent does the respondent describe the needs of the proposed focus population(s) and explain how their proposed projects will address those needs?			
	Sub Total			

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3	**Performance Measures for Client-Level Interventions (10%)**			
1	To what extent does the respondent describe all required information outlined in the performance measures?			
	Sub Total			
4	**Work Plan for the Client-Level Interventions funding opportunity (50%)**			
1a	To what extent does the respondent describe the proposed intervention specific needs of the focus population and remove barriers to prevention and how well do the goals and outcomes of the intervention fit with the needs of the focus population(s) included in the proposal?			
1b	To what extent does the respondent describe the source of the intervention and if the intervention is 'home grown' did the proposal provide evidence of the intervention's effectiveness?			
1c	To what extent does the respondent describe the proposed intervention activities to be tailored for the focus population?			
2	To what extent does the respondent describe the proposed marketing and recruitment plan to reach the focus populations?			
3	To what extent does the respondent describe the proposed collaborations that result in effective referrals into the respondent's program?			
4	To what extent does the respondent describe the proposed plan for referral to assure that focus population receives the needed services?			
5	To what extent does the respondent describe the proposed retention activities that increase the number of clients who complete the intervention and how well will the proposed activities to maximize the reach of interventions will increase access to the intervention?			
6	To what extent does the respondent describe the proposed management and supervisory oversight to assure that the work plan is carried out and the intervention is implemented as proposed?			

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7	To what extent does the respondent describe the proposed processes and actions to assure that the program complies with grant administrative requirements, including financial management requirements?			
8	To what extent does the respondent describe how the programmatic information will be collected and submitted to DSHS?			
9	To what extent does the respondent describe the proposed processes and actions to assure that services are tailored and are age-appropriate and culturally affirming?			
10	To what extent does the respondent describe the proposed plan to use client feedback and program performance data improve the quality of services?			
11	To what extent does the respondent describe the proposed activities to assure that service quality and staff skills will be improved?			
12	To what extent does the respondent describe a month-by-month timeline for the first year of the project?			
13	To what extent does the respondent describe an overview of the major tasks to be completed during each year of the 5-year project period?			
	Sub Total			
	TOTAL (%)			

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HIV Prevention Services

Performance Measures and Work Plan for Applications for Core HIV Prevention Programs

Criteria, Sub-criteria Sheet

RFA #HHS0000778

Evaluator	
Respondent	

#	Criteria	Weight	Score	Comments
1	**Respondent Background (25%)**			
1 and 3	To what extent does the respondent describe the proposed activities and populations that fit with the respondent's stated mission and the respondent's current services?			
2	To what extent does the respondent describe their organizational structure?			
4	To what extent does the respondent describe their experience in providing the services and activities?			
5	To what extent does the respondent describe their experience in providing the services included in their proposal to the populations(s) included in their proposals?			
6	To what extent does the respondent describe the experience in providing services to culturally diverse populations?			
7	To what extent does the respondent describe the maintained collaborations and partnerships that benefit the population(s)?			
	Sub Total			
2	**Assessment Narrative (15%)**			
1	To what extent does the respondent describe the HSDA or counties where they proposed to deliver services?			
2	To what extent does the respondent describe the current HIV-related resources in their community and explain how their proposed services will fill resource gaps?			
3	To what extent does the respondent describe the needs of the proposed focus population(s) and explain how their proposed projects will address those needs?			
	Sub Total			

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3	**Performance Measures (10%)**			
1	Does the respondent provide all required information on performance measures?			
	Sub Total			
4	**Work plan for the Core HIV Prevention Program funding opportunity (50%)**			
1	To what extent does the respondent describe the proposed community engagement activities engage the focus populations for the core HIV prevention program? Consider the variety of approaches to be used, and consider the proof of support from venues and any private media platforms included in the proposal.			
2	To what extent does the respondent describe how they will conduct a condom availability assessment or provide a summary of the results of the assessment completed in the last 12 months?			
3	To what extent does the respondent describe the condom distribution plan incorporate information on activities, community partners, and the number of distribution sites? How well will the proposed condom distribution plan address the barriers to condom availability and access described in the proposal?			
4	To what extent does the respondent describe the barriers and needs of the focus population(s) described in the Assessment section? how well will the overall testing strategies and approaches to focused testing increase testing in the focus populations?			
5	To what extent does the respondent describe the proposed procedures and activities that assure that client consent will be obtained and the required client information collected, and that documentation will be maintained according to DSHS standards?			
6	To what extent does the respondent describe the proposed processes and actions assure that testing clients receive a brief risk assessment that addresses required elements (reason for testing, date and result of last HIV test, recent possible exposures, and history of STDs)?			
7	To what extent does the respondent describe the activities and actions assure that clients with HIV negative test results will receive education and referral to PrEP or nPEP?			
8	To what extent does the respondent describe the tailored health education messages and materials fit the focused population(s)'s needs and concerns?			

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9	To what extent does the respondent describe the activities that assure that prevention counseling is available when needed?			
10	To what extent does the respondent describe the type of testing technology used; the ability to conduct venipuncture; and how syphilis testing will be assured?			
11	To what extent does the respondent describe the processes and actions that assure that negative HIV test results will be delivered to clients (including clients who do not return for results)?			
12	To what extent does the respondent describe the processes and actions that assure that positive test results will be delivered in accordance with the requirements of the RFA (including providing emotional support, ensuring clients understand their result, and providing information on the importance of medical treatment)?			
13	To what extent does the respondent describe the processes, actions, and partnerships facilitate entry into HIV-related medical care? If the Respondent proposes and enhanced linkage intervention, how well justified is the inclusion?			
14	To what extent does the respondent describe the processes, actions, and partnerships assure that positive test results (including preliminary positive results) are reported to disease surveillance offices?			
15	To what extent does the respondent describe the activities in their current or proposed partner services procedures assure that clients with positive test results receive partner services?			
16	To what extent does the respondent describe the management and supervisory oversight assure that the core prevention program as a whole is implemented as proposed?			
17	To what extent does the respondent describe the staffing plan included in the proposal to assure that the linkage and engagement activities will enacted as proposed?			

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18	To what extent does the respondent describe the proposed processes and actions assure that the program complies with grant administrative requirements, including financial management requirements?			
19	To what extent does the respondent describe how programmatic information will be collected and submitted to DSHS?			
20	To what extent does the respondent describe the processes and actions assure that services are tailored to the needs of the focus population and are age-appropriate and culturally affirming?			
21	To what extent does the respondent describe the plan to use information from engagement activities and program monitoring activities improve the quality of services?			
22	To what extent does the respondent describe the plan to monitor and improve quality of services and staff skills?			
23	To what extent does the respondent describe the collaborations result in effective referrals and implementation of the described core prevention program?			
24	To what extent does the respondent provide a month-by-month timeline for the first year of the project?			
25	To what extent does the respondent provide an overview of the major tasks to be completed during each year of the 5-year project period?			
	Sub Total			
	TOTAL (%)			

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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

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: * First Name: Middle Name:

* Last Name: Suffix:

* Title:

* SIGNATURE: * DATE:

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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/

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FORM I: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

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	$0	$0	$0	$0	$0	$0
B. Fringe Benefits	$0	$0	$0	$0	$0	$0
C. Travel	$0	$0	$0	$0	$0	$0
D. Equipment	$0	$0	$0	$0	$0	$0
E. Supplies	$0	$0	$0	$0	$0	$0
F. Contractual	$0	$0	$0	$0	$0	$0
G. Other	$0	$0	$0	$0	$0	$0
H. Total Direct Costs	$0	$0	$0	$0	$0	$0
I. Indirect Costs	$0	$0	$0	$0	$0	$0
J. Total (Sum of H and I)	$0	$0	$0	$0	$0	$0
K. Program Income - Projected Earnings	$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 Catetory	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	**Personnel**	**$0**	**$0**	**Fringe Benefits**	**$0**	**$0**
	Travel	**$0**	**$0**	**Equipment**	**$0**	**$0**
	Supplies	**$0**	**$0**	**Contractual**	**$0**	**$0**
	Other	**$0**	**$0**	**Indirect Costs**	**$0**	**$0**

TOTAL FOR:	**Distribution Totals**	**$0**	**Budget Total**	**$0**

*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.

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FORM I-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent: 0

PERSONNEL Functional Title + Code E = Existing or P = Proposed	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
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							$0
					SalaryWage Total		$0

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

	Fringe Benefit Rate %	0.00%
	Fringe Benefits Total	$0

Revised: 7/6/2009

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FORM I-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent: 0

Conference / Workshop Travel Costs

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

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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
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					$0

Total for Other / Local Travel $0

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

Indicate Policy Used: Respondent's Travel Policy State of Texas Travel Policy

DocuSign Envelope ID: F3B65FCE-39D0-4E02-91E2-2880FA0165D0

FORM I-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form

Legal Name of Respondent: 0

Itemize, describe and justify the list below. Attach complete specifications or a copy of the purchase order. See attached example for equipment definition and detailed instructions to complete this form.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS				$0

Total Amount Requested for Equipment: **$0**

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FORM I-4: SUPPLIES Budget Category Detail Form

Legal Name of Respondent: 0

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 [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost
		$0
		$0
		$0
		$0
		$0
		$0
		$0
		$0
		$0
		$0
		$0
		$0
		$0
		$0
		$0
		$0
	TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS	$0

Total Amount Requested for Supplies: **$0**

DocuSign Envelope ID: F3B65FCE-39D0-4E02-91E2-2880FA0165D0

FORM I-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: 0

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
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						$0

Total Amount Requested for CONTRACTUAL: $0

DocuSign Envelope ID: F3B65FCE-39D0-4E02-91E2-2880FA0165D0

FORM I-6: OTHER Budget Category Detail Form

Legal Name of Respondent: 0

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]	Purpose & Justification	Total Cost
		$0
		$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: **$0**

DocuSign Envelope ID: F3B65FCE-39D0-4E02-91E2-2880FA0165D0

FORM I - 7 Indirect Costs

Legal Name of Respondent: **0**

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.

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.

RATE:
TYPE:
BASE:

_____ 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)

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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:**

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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 labled Form I - 1 Personnel) have been used, go to the supplemental template labled "Form I - 1a Personnel Supp" and if all the lines are used on this template, go to the next template labled "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

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

Legal Name of Respondent: 0

PERSONNEL Functional Title + Code E = Existing or P = Proposed	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
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
					SalaryWage Total		$0

Revised: 7/6/2009

DocuSign Envelope ID: F3B65FCE-39D0-4E02-91E2-2880FA0165D0

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

Legal Name of Respondent: 0

PERSONNEL Functional Title + Code E = Existing or P = Proposed	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
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
					SalaryWage Total		$0

Revised: 7/6/2009

DocuSign Envelope ID: F3B65FCE-39D0-4E02-91E2-2880FA0165D0

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

Legal Name of Respondent: 0

Conference / Workshop Travel Costs

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

Total for Conference / Workshop Travel $0

Revised: 7/6/2009

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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

Total for Other / Local Travel $0

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

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

Legal Name of Respondent: 0

Conference / Workshop Travel Costs

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

Total for Conference / Workshop Travel $0

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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

Total for Other / Local Travel $0

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

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FORM I-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form (Supplemental)

Legal Name of Respondent: 0

Itemize, describe and justify the list below. Attach complete specifications or a copy of the purchase order. See attached example for equipment definition and detailed instructions to complete this form.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0

Total Amount Requested for Equipment: **$0**

DocuSign Envelope ID: F3B65FCE-39D0-4E02-91E2-2880FA0165D0

FORM I-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form (Supplemental)

Legal Name of Respondent: 0

Itemize, describe and justify the list below. Attach complete specifications or a copy of the purchase order. See attached example for equipment definition and detailed instructions to complete this form.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0

Total Amount Requested for Equipment: **$0**

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FORM I-4: SUPPLIES Budget Category Detail Form (Supplemental)

Legal Name of Respondent: **0**

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 (i.e., office, computer, medical, client incentives, educational, etc.)

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost

Total Amount Requested for Supplies: **$0**

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FORM I-4: SUPPLIES Budget Category Detail Form (Supplemental)

Legal Name of Respondent: **0**

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 (i.e., office, computer, medical, client incentives, educational, etc.)

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost

Total Amount Requested for Supplies: **$0**

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

Legal Name of Respondent: 0

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 Amount Requested for CONTRACTUAL: $0

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

Legal Name of Respondent: 0

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 Amount Requested for CONTRACTUAL: $0

DocuSign Envelope ID: F3B65FCE-39D0-4E02-91E2-2880FA0165D0

FORM I-6: OTHER Budget Category Detail Form (Supplemental)

Legal Name of Respondent: 0

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost

Total Amount Requested for Other: **$0**

Revised: 7/6/2009

DocuSign Envelope ID: F3B65FCE-39D0-4E02-91E2-2880FA0165D0

FORM I-6: OTHER Budget Category Detail Form (Supplemental)

Legal Name of Respondent: 0

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost

Total Amount Requested for Other: **$0**

Revised: 7/6/2009

DocuSign Envelope ID: F3B65FCE-39D0-4E02-91E2-2880FA0165D0

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.

RESPONDENT INFORMATION

1) LEGAL BUSINESS NAME:

2) MAILING Address Information (include mailing address, street, city, county, state and 9-digit zip code): Check if address change ☐

3) PAYEE Name and Mailing Address, including 9-digit zip code (if different from above): Check if address change ☐

4) DUNS Number (9-digit) required if receiving federal funds:

5) Federal Tax ID No. (9-digit), State of Texas Comptroller Vendor ID Number (14-digit) or Social Security Number (9-digit):

**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.*

6) TYPE OF ENTITY (check all that apply):

- ☐ City
- ☐ County
- ☐ Other Political Subdivision
- ☐ State Agency
- ☐ Indian Tribe
- ☐ Nonprofit Organization*
- ☐ For Profit Organization*
- ☐ HUB Certified
- ☐ Community-Based Organization
- ☐ Minority Organization
- ☐ Faith Based (Nonprofit Org)
- ☐ Individual
- ☐ Federally Qualified Health Centers
- ☐ State Controlled Institution of Higher Learning
- ☐ Hospital
- ☐ Private
- ☐ Other (specify): _____

**If incorporated, provide 10-digit charter number assigned by Secretary of State:*

7) PROPOSED BUDGET PERIOD: Start Date: End Date:

8) REGION/COUNTIES SERVED BY PROJECT:

8a) IDENTIFY HIV SERVICE DELIVERY AREA(S) SERVED:

9) TOTAL AMOUNT OF FUNDING REQUESTED:

10) PROJECTED EXPENDITURES

Does the respondent's projected federal expenditures exceed $750,000, or its projected state expenditures exceed $750,000, for respondent's current fiscal year (excluding amount requested in line 9 above)? **

Yes ☐ No ☐

***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.*

11) PROJECT CONTACT PERSON

Name:
Phone:
Fax:
Email:

12) FINANCIAL OFFICER

Name:
Phone:
Fax:
Email:

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 Check if change ☐

Name:
Title:
Phone:
Fax:
Email:

14) SIGNATURE OF AUTHORIZED REPRESENTATIVE

15) DATE

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FORM A: Respondent Information Page Instructions

This form provides basic information about the respondent and the proposed project with the Health and Human Services Commission (HHSC), including the signature of the authorized representative. It is the cover page of the proposal and is required to be completed. Signature affirms the facts contained in the respondent's response are truthful and 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 and acknowledges that continued compliance is a condition for the award of a contract. Please follow the instructions below to complete the Face Page form and return with the respondent's proposal.

1) **LEGAL BUSINESS NAME** - Enter the legal name of the respondent.
2) **MAILING ADDRESS INFORMATION** - Enter the respondent's complete physical address and mailing address, city, county, state, and 9-digit zip code.
3) **PAYEE NAME AND MAILING ADDRESS** - Payee – Entity involved in a contractual relationship with respondent to receive payment for services rendered by respondent and to maintain the accounting records for the contract; i.e., fiscal agent. Enter the PAYEE's name and mailing address, including 9-digit zip code, if PAYEE is different from the respondent. The PAYEE is the corporation, entity or vendor who will be receiving payments.
4) **DUNS Number** – 9- digit Dun and Bradstreet Data Universal Numbering System (DUNS) number. This number is required if receiving **ANY** federal funds and can be obtained at: http://fedgov.dnb.com/webform
5) **FEDERAL TAX ID or STATE OF TEXAS COMPTROLLER VENDOR ID NUMBER OR SOCIAL SECURITY NUMBER** - Enter the Federal Tax Identification Number (9-digit) or the Texas Vendor Identification Number assigned by the Texas State Comptroller (14-digit). *The respondent acknowledges, understands and agrees the respondent's choice to use a social security number as its vendor identification number for the contract, may result in the social security number being made public via state open records requests.
6) **TYPE OF ENTITY** - Check the type of entity as defined by the Secretary of State at http://www.sos.state.tx.us/corp/businessstructure.shtml and/or the Texas State Comptroller at https://fmx.cpa.state.tx.us/fmx/pubs/tins/tinsguide/2009-04/TINS_Guide_0409.pdf and check all other boxes that describe the entity.
   Historically Underutilized Business**:** A minority or women-owned business as defined by Texas Government Code, Title 10, Subtitle D, Chapter 2161. (http://www.window.state.tx.us/procurement/prog/hub/)
   State Agency**:** an agency of the State of Texas as defined in Texas Government Code §2056.001.ii
   Institutions of Higher Education as defined by §61.003 of the Education Code.
   Minority Organization is defined as an organization in which the Board of Directors is made up of 50% racial or ethnic minority members.
   If a Non-Profit Corporation or For-Profit Corporation, provide the 10-digit charter number assigned by the Secretary of State.
7) **PROPOSED BUDGET PERIOD** - The budget period for this proposal. Budget period is defined in the RFA.
8) **REGION/COUNTIES SERVED BY PROJECT** - Enter the Region and proposed target counties to be served by the project**.**

8A) IDENTIFY HIV SERVICE DELIVERY AREA(S) SERVED: Enter the HIV Service Delivery Areas that will be served.

9) **TOTAL AMOUNT OF FUNDING REQUESTED -** Enter the amount of funding requested from HHSC for proposed project activities (not including possible renewals).
10) **PROJECTED EXPENDITURES** - If respondent's projected federal expenditures exceed $750,000 or its projected state expenditures exceed $750,000 for respondent's current fiscal year, respondent must arrange for a financial compliance audit (Single Audit).
11) **PROJECT CONTACT PERSON** - Enter the name, phone, fax, and email address of the person responsible for the proposed project.
12) **FINANCIAL OFFICER** - Enter the name, phone, fax, and email address of the person responsible for the financial aspects of the proposed project.
13) **AUTHORIZED REPRESENTATIVE** - Enter the name, title, phone, fax, and email address of the person authorized to represent the respondent. Check the "Check if change" box if the authorized representative is different from previous submission to HHSC.
14) **SIGNATURE OF AUTHORIZED REPRESENTATIVE** - The person authorized to represent the respondent must sign in this blank.
15) **DATE** - Enter the date the authorized representative signed this form.

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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.

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.

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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?**

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☐ **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:**

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- 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)

Click here to enter text.
Click here to enter text.
Click here to enter text.
Click here to enter text.

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.

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Failure to comply with the terms of this may disqualify the Applicant.

Click here to enter text.

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.**

Click here to enter text.

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

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FORM B-1: GOVERNMENTAL ENTITY
Authorized Officials

Legal Business Name of Respondent:	

Include the full names (last, first, middle) and addresses for the officials who are authorized to enter into a contract on behalf of the respondent.

Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
Email:		

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FORM B-2
NON-PROFIT OR FOR-PROFIT ENTITY
Board of Directors and Principal Officers

Legal Business Name of Respondent:	

Include the full names (last, first, middle), addresses, telephone numbers, and titles of members of the Board of Directors or any other principal officers. Indicate the office/title held by each member (e.g. chairperson, president, vice-president, treasurer, etc.). In addition, if entity is a for-profit, include the full names and addresses for each person who owns five percent (5%) or more of the stock.

Name: _____ Title: _____ Phone: _____ Ext. Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip):
Name: _____ Title: _____ Phone: _____ Ext. Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip):
Name: _____ Title: _____ Phone: _____ Ext. Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip):
Name: _____ Title: _____ Phone: _____ Ext. Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip):
Name: _____ Title: _____ Phone: _____ Ext. Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip):

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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: _____

1. **Opportunity 1: Routine HIV Screening in Healthcare Settings**
    a. Applying for funding? Y N
    b. If yes, total funding request for this opportunity:
    c. If yes, list the counties to be served:

2. **Opportunity 2: Core HIV Prevention Services**
    a. Applying for funding Y N
    b. If yes, total funding request for this opportunity:
    c. If yes, list HSDAs and counties to be served:
    d. If yes, list the priority populations in each HSDA/set of counties included in the application

3. **Opportunity 3: PrEP/nPEP Programs**
    a. Applying for funding Y N
    b. If yes, total request:
    c. If yes, list HSDAs and counties to be served:
    d. If yes, list the priority populations in each HSDA included in the application:

4. **Opportunity 4: Client-Level Interventions**
    a. Applying for funding Y N
    b. If yes, total request:
    c. If yes, list HSDAs and counties to be served
    d. If yes, list the priority populations in each HSDA included in the application:
    e. If yes, list the names of the intervention(s) you are proposing:

5. **Opportunity 5: Structural and Community Level Interventions**
    a. Applying for funding Y N
    b. If yes, total request:
    c. If yes, list HSDAs and counties to be served
    d. If yes, list the priority populations for each HSDA included in the application:
    e. If yes, briefly describe your project activities and goals:

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FORM D: ABSTRACTS FOR FUNDING OPPORTUNTITIES

For each funding opportunity you are applying to, provide a brief description of your proposed intervention that is a summary of activities, settings, priority populations, and goals. These descriptions will not be scored but will be used to orient reviewers to your application. If you are awarded a contract, you will have the opportunity to revise these abstracts to reflect any changes made to your application during contract negotiations. Please clearly label each description by funding opportunity, and limit the description of your application for each funding opportunity included in your Application to no more than half a page for each funding opportunity. You may attach up to three (3) pages if necessary.

Response: Click here to enter text.

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FORM E: APPLICANT BACKGROUND

This section is worth 25% of the score for each of the funding opportunities included in your Application.

Provide a narrative that responds to the items below. Number your responses and limit your narrative to eight (8) pages. If an item does not apply to you, please indicate this in your response. *If you are applying for more than one funding opportunity, assure that your responses clearly address each of the funding opportunities included in your Application.*

1. Provide the legal name of your organization and any affiliations. Describe its overall purpose or mission statement, and how the activities included in your Application support that mission. Give a brief history of the organization's accomplishments.

2. Briefly describe your organizational structure and attach an organization chart. Describe the governance of your organization (e.g., Board of Directors, County Commissioners Court), including any advisory groups.

3. Please provide a brief overview of the services currently provided by your organization and describe your overall client population. If available, please include summary information on client characteristics such as age, race/ethnicity, gender identity and sex, sexual orientation, and life circumstances and behaviors that increase risk for acquiring or transmitting HIV.

4. For each of the funding opportunities included in your proposal, describe your organization's experience delivering such services, including the number of years of experience. Include quantitative and qualitative data as available.

5. Please describe your organization's experience in working with the priority population(s) included in your proposal. Include the number of years working with each population and describe your experience in delivering the specific services proposed in your application for that population.

6. Describe your history of providing services to culturally diverse populations including racial, ethnic, and sexual minorities, non-cis gendered individuals, transgender persons; and persons with disabilities.

7. Describe your history of collaborating and exchanging referrals with other entities involved in the prevention and treatment of HIV, STD, and/or viral hepatitis in your community and with entities that provide the social/supportive or health services most commonly needed by the priority populations included in your application. The latter group may include entities that are not strictly focused on HIV/STD/viral hepatitis, such as providers of housing or employment assistance.

Response: Click here to enter text.

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FORM F: ASSESSMENT NARRATIVE

This section is worth 15% of the score for each of the funding opportunities included in your Application.

This form provides information on the characteristics of the population in the service area and the characteristics and needs of the priority populations you propose to serve. Multiple data sources and assessments exist for many communities, including census data; disease surveillance data; needs assessments conducted by the Applicant, planning councils and other community planning groups, and information gathered from community engagement activities. The Applicant is encouraged to use these resources when completing this section. Please reference sources used to complete this section and limit your response to four (4) pages. Note that some of these data will not be available for the entire HSDA or service area you propose. If that is the case, it is permissible to include information from the county where most of the services will be delivered.

1. Please identify and describe the HSDA or counties where you propose to deliver services and give a brief description of this area, including information on issues associated with greater vulnerability to HIV and other STD (e. g, educational attainment, income levels, and poverty); and a summary of HIV morbidity, including information on health inequities and disparities for these conditions. Information on HIV morbidity may be found in the appendices of this RFA and in the Texas HIV Epidemiologic Profile.

2. Please describe the current resources available in the community for HIV testing, HIV prevention services (including PrEP/nPEP), and HIV treatment and supportive services.[1] Describe any gaps in resources and the potential barriers to accessing needed services and improving health status. Describe how your proposed projects will fill these gaps.

3. Please describe the priority population(s) you propose to serve. Please include information about the HIV prevention needs and challenges, desired services, and barriers to HIV prevention experienced by your priority population. Consider information from planning groups, advisory boards, and client feedback as well as community and needs assessments. Please identify the sources of information. Describe how your proposed projects will address these service needs and challenges.

Response: Click here to enter text.

[1] Additional information may be found on the DSHS website.

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FORM G: PERFORMANCE MEASURES AND STANDARDS

In the event a contract is awarded, these performance measures and standards will be used to assess, in part, your effectiveness in providing the services described. Address all the requirements associated with the funding opportunity included in this proposal. Performance measures have been organized by activity and listed below. *A maximum of **three (3)** additional pages may be attached if needed.*

Funding Opportunity 1: Routine HIV Screening in Healthcare Settings

Performance Standards	
STANDARD A	Grantee will conduct at least 90% of the total projected number of HIV tests by the end of the contract term.
STANDARD B	Grantee will ensure that at least 90% of all HIV infected patients receive their test results.
STANDARD C	Grantee will ensure that at least 90% of Clients newly diagnosed with HIV will be linked to HIV-related medical care within 3 months
STANDARD D	Grantee will achieve a minimum of 0.1% overall positivity rate.

Projected Numbers to Be Served	
Estimated annual number of patients who will be eligible for routine HIV screening based on your organization's eligibly criteria and your caseload volume	
Projected number of HIV tests to be performed by the end of the initial contract term	
Projected number of newly diagnosed HIV infected persons by the end of the initial contract term	

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Funding Opportunity 2: Core Prevention Performance Standards and Objectives

Performance Standards	
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.

Projected Numbers to be Served	
OBJECTIVE A	
Projected number of tests to be performed by the end of the initial contract term	
OBJECTIVE B	
Projected number of newly diagnosed HIV positive persons tested by the program by the end of the initial contract term	
OBJECTIVE C	
Of the total number of tests outlined in Objective B, the contractor will perform testing for the selected priority populations.	
Number of tests for (Insert priority population #1) by the end of the initial contract term	
Number of tests for (Insert priority population #2) by the end of the initial contract term	
OBJECTIVE D	
Projected number of condoms distributed by the end of the initial contract term	

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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 (insert locally-relevant priority population) to be reached through PrEP and nPEP education and outreach activities by the end of the initial contract term.	
Projected number of clinical providers to be reached through PrEP/n-PEP education and outreach activities by the end of the initial contract term.	
Projected number of (insert locally-relevant priority population) to be screened for PrEP/nPEP eligibility by the end of the initial contract term.	
Projected number of PrEP/nPEP-eligible (insert locally-relevant priority population) who are referred and linked to a PrEP/nPEP provider by the end of the initial contract term.	
Projected number of PrEP/nPEP-eligible (insert locally-relevant priority population) who are prescribed PrEP/nPEP regimen and maintain adherence by the end of the initial contract term.	
Projected number of nPEP-eligible (insert locally-relevant priority population) who complete their nPEP regimen by the end of the initial contract term.	
Projected number of nPEP/PrEP-eligble (insert locally-relevant priority population) who transition from nPEP to PrEP by the end of the initial contract term.	

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Funding Opportunity 4: Client Level Interventions

Client Level Interventions Performance Measures and Objectives

Title of Intervention (if applicable):	
Projected Numbers to be Served	
OBJECTIVE A	
Projected number of participants to complete intervention	
OBJECTIVE B	
Projected number of completed Group Level Intervention series	
OBJECTIVE C	
Of the total number of participants from Objective A, the Grantee will provide the intervention to at least the following numbers of selected priority populations. *	
Number of (Insert priority population #1) reached by the end of the initial contract term	

* At least one priority population must be selected; Applicants may add lines as needed.

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Funding Opportunity 5: Structural and Community Level Interventions (to address social determinants)

Projected Numbers to be Served	
OBJECTIVE A	
Projected Minimum Number of partners (i.e. organizations, agencies, individuals, etc.) involved with structural/community interventions by the end of the initial contract term:	
OBJECTIVE B	
Projected Minimum Number of planned activities to engage the community (i.e. events, coalition meetings, facilitated community conversations, etc.) by the end of the initial contract term:	
OBJECTIVE C	
Projected Minimum Number of individuals engaged/reached in community activities (community only). In the total number reached outlined in objective C, remember to include the following strategies; Face to Face interactions, Traditional Marketing /Advertising, and Social Media/Mobile/Online.	

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FORM H: WORK PLAN

Applicants must provide a work plan for each funding opportunity included in their Application. The work plan for each funding opportunity will provide a description of how they will implement their proposed activities, including describing timelines for milestones and accomplishments.

Work Plan for Funding Opportunity 1: Routine HIV Screening in Healthcare Settings

This section is worth 50% of the score for this funding opportunity.

Describe your plan to provide routine screening services, and your implementation timeline. Your narrative must address all item listed below, and responses must be numbered to match the items in the work plan. The work plan response for this funding opportunity must be no longer than six (6) pages, not counting required attachments.

If you will use in-kind resources or other grant funds to provide required activities, you should indicate this in your responses. Note: subcontracting is allowed and collaboration with community partners is encouraged.

Many of the items request that you add attachments. The attachments are for DSHS' use during contract negotiations if the Applicant is considered for an award. Reviewers will not be asked to review the contents of attachments, so Applicants must insure that their narrative responses contain required information.

In writing your work plan, note that references to 'information systems' include systems such as the electronic health record systems, financial systems, and administrative systems.

1. Identify the type of healthcare setting where routine screening will be provided (e.g., emergency department, primary care center). Describe the hours and location of the settings where screening will occur.

2. Describe the eligibility criteria you will use in your screening program (e.g., all patients between the ages 15 and 65 who receive blood work).

3. Describe the managerial and supervisory oversight of the screening program that will ensure that this work plan is carried out; that policies and procedures are developed and implemented; and that necessary changes to information systems and other infrastructure are made. Describe how medical leadership will be involved in the screening program.

4. Describe how you will assure that you will track, and report grant expenditures and comply with grant administrative requirements.

5. Describe the program's proposed staffing plan, including the number of FTEs (funded and in-kind), staff qualifications and skills, and number of volunteers (if applicable).

6. Describe how procedures and protocols such as standing delegation orders are developed. Describe how you will assure that these procedures and protocols are followed by staff.

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7. Describe how patients will be informed of routine opt-out screening at your facility and how consent for HIV screening will be obtained and documented. Attach supporting documentation such as policy/procedures.

8. Describe the test technology and laboratory approaches used to conduct screening activities. Describe the process staff will use to secure blood specimen for screening and how and where screening specimens will be processed (e.g., hospital facility laboratory, external reference laboratory). Include a statement that confirms that you will use an algorithm that uses Ag/Ab Combo screening and supplemental testing via Geenius, HIV-1/2 antibodies, and HIV-1 RNA NAT if required to confirm acute diagnosis. Attach supporting documentation such as policy/procedures.

9. Describe how HIV positive test results will be delivered to patients in a timely manner, including situations when the patient leaves the premises. Attach supporting documentation such as policy/procedures.

10. Describe how you will work with local/regional public health offices to refer patients for public health follow up and partner services. Describe how HIV positive test results will be reported to the local/regional health department disease surveillance units. Attach supporting documentation such as policy/procedures and letters of agreement with local public health offices.

11. Describe the process for facilitating linkage/entry into medical care for clients with HIV positive test results, and how you will confirm linkage/entry. If you propose to use an enhanced linkage intervention, provide a description of intervention activities, the number of clients you propose to serve with the intervention, and the expected improvement in linkage/engagement that will result from the intervention.

12. Describe potential or existing barriers to implementing routine opt-out HIV screening in your organization and how these barriers will be addressed.

13. Describe how the required data set will be collected for submission to DSHS. Identify the electronic health record system and other IT systems to collect required data and support quality assurance and quality improvement activities (QA/QI). Identify who will be responsible for data collection and submission.

14. Describe the QA/QI process used to monitor and improve the performance of the screening program. Please include the following:

    a. the role of the QA/QI Committee and the Medical Director’s involvement in the QA/QI activities;

    b. how you will track performance measures and outcomes and to identify areas of needed improvement;

    c. and the process used to follow up on corrective action/improvement plans.

15. Describe the resources needed to ensure sustainability of the screening program without DSHS funding. Describe plans to secure third-party reimbursement for screening. Use the table below to summarize the third-party payment coverage for the facilities/settings where you propose to do

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screening. Please duplicate the table as needed if more than type of setting is proposed, such as a health system proposing screening in their primary care clinics and the jail health program they administer.

Name of Healthcare Setting:	
Coverage type	Percentage of Patients with this Coverage
Medicare	
Medicaid	
Veterans	
Private Insurance	
Medical Assistance Program	
Self-Pay/No third-party assistance	
Other: _____	

16. Summarize your work plan for the first budget year of the project. At minimum, the timeline must contain milestones and significant activities that include:

    a. Pre-implementation activities such as policy/procedure changes, hiring and training staff, and training dates, date testing will begin. DSHS will allow up to 90 days for pre-implementation activities.

    b. Start of screening services. If you have staggered start dates across facilities/settings, please indicate the date that screening will start at each. Screening must begin within 90 days of the contract start date.

    c. QA/QI and evaluation activities

Task to be accomplished	Start date	End date

17. Provide a brief overview of major tasks to be completed during each year of the project period (5 years).

Year	Major accomplishments
2020	
2021	
2022	
2023	
2024	

Work Plan for Funding Opportunity 2: Core HIV Prevention Programs

This section is worth 50% of the score for this funding opportunity.

Describe your plan to provide core HIV prevention services for your priority population(s) and your implementation timeline. Your work plan must address each component of a core HIV prevention

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program: community engagement, condom distribution, focused HIV testing, and linkage to HIV-related care and other services. Your narrative must address all item listed below, and responses must be numbered to match the items in the work plan. The work plan must be no longer than ten (10) pages, not counting required attachments.

If you will use in-kind resources or other grant funds to provide required activities, you should indicate this in your description. Note: subcontracting is allowed and collaboration with community partners is encouraged.

Many of the items request that you add attachments. The attachments are for DSHS' use during contract negotiations if the Applicant is considered for an award. Reviewers will not be asked to review the contents of attachments, so Applicants must insure that their narrative responses contain required information.

Community Engagement

Describe your planned community engagement activities.
Include information about:

a. The specific locations where engagement activities will take place, along with letters/memoranda of agreement from the locations;
b. Any events that you will organize or participate in to engage your priority population(s);
c. The specific media platforms that will be used to engage your priority population(s), along with letters or memoranda of agreement from any private platforms; and
d. The protocols in place for internet-based communication strategies with the priority population(s). If no protocol exists, describe how you will develop them. If there are organizational barriers to using the internet to reach proposed client groups, please describe the barriers and how you will address them.

Condom Distribution

1. Describe how you will conduct a condom availability assessment. If an assessment was completed in the last 12 months, please include a summary of the results.

2. Describe your proposal for increasing the distribution of condoms in the community. Include descriptions of activities, community partners (e.g., civic, retail, faith-based, social service), and number of proposed distribution sites. Describe how your proposed distribution program will address barriers to greater condom availability and access in your priority populations(s).

Focused HIV Testing

1. Provide an overview of your strategy to increase HIV testing in your priority population. Include
   a. A summary of the testing needs and barriers to testing for your priority population(s); and
   b. How you will tailor your testing program to address needs and barriers by describing
      i. Places and events where testing will be offered. Attach letters/memoranda of agreement as appropriate; and
      ii. Actions you will take to encourage testing and remove barriers, such as use of electronic testing reminders, social network referral programs, couples testing, using tangible reinforcements/rewards for testing, or other innovative approaches

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2. Describe how you will assure that your focused HIV testing services meet the minimum requirements listed in this RFA in Article 2.5.2. Describe how you will assure that documentation for testing activities meets DSHS standards.

3. Describe how you will briefly screen clients for risk to determine the services most appropriate for them. Risk screening must include questions about the clients' reason for testing; the date and result of last HIV test (if known); information on recent sexual and injection drug use behaviors, focusing on activities since last HIV test and dates of last possible exposure; and a history of STD diagnosis and treatment.

4. Describe how you will provide education and referral to PrEP or nPEP for clients who have HIV-negative test results.
5. Clients must receive population-specific, tailored health education messages or materials that address the client's risk level and prevention needs. Given your understanding of your proposed priority population(s), describe the basic messages and materials that will be a part of typical sessions.

6. Formal individualized prevention counseling must be available but is not required for every client encounter. Describe how you will assure that counseling resources will be available when needed**.**

7. Describe how you will conduct HIV testing.
   a. Describe the HIV testing technology you will use. If you will use HIV rapid testing, identify the specific test to be used and attach your rapid testing QA plan and evidence of a current CLIA waiver. If you do not currently have a QA plan and/or CLIA waiver, describe your plan to meet these requirements.[1]
   b. Describe your ability to conduct venipuncture in field and clinical settings.
   c. Describe how you will ensure that all clients testing for HIV also receive a syphilis test.

8. Describe how you will deliver HIV test results. If you propose to provide negative test results over the phone, attach your policies and procedures that describe this process. If you do not have such policies and procedures, describe your plan to develop them. Describe how you will attempt to deliver results to clients that don't return or call for results.

Linkage and Engagement in HIV-Related Medical Care

1. Describe how you will assure that HIV positive test results will be delivered as required in this RFA.
2. Provide an overview of how you will facilitate linkage/entry into medical care for clients with HIV positive test results.
   a. Describe your formal referral relationships with area providers of HIV-related medical care. Attach letters/memoranda of agreement or describe your plans to develop such agreements.
   b. Describe how your program facilitates linkage and entry into care, including how staff work with clients to make medical care appointments and work with clients to assure the appointment are kept. If you provide navigation services through staff or peers, include this in your description.

[1] Information on quality assurance requirements and CLIA waivers can be found at https://www.dshs.texas.gov/hivstd/HIVHCVrapid/

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c. If you propose to use an enhanced linkage intervention, provide a description of intervention activities, the number of clients you propose to serve with the intervention, and the expected improvement in linkage/engagement that will result from the intervention. If the intervention will be focused on subgroups rather than all clients, please describe the types of client who are the focus of the intervention.
d. Describe how you will confirm referrals to care.

3. Describe how you will assure that positive test results, including preliminary positive results, are reported to disease surveillance units.

4. All grantees must work with their local /regional public health office to develop a partner services procedure (PSP) that describes how they will jointly assure that clients with positive test results receive partner services. Briefly describe your current PSP and attach a copy. If you do not have a PSP, describe how you will develop this procedure.

For the Core HIV Prevention Program as a whole

1. Describe the managerial and supervisory oversight of the program that will ensure that this work plan is carried out and that policies and procedures are developed and implemented. Describe how you will maintain a Community Advisory Board (CAB) to assist with programmatic decision making.

2. Describe your proposed staffing plan for all core prevention activities, including the number of FTEs (funded and in-kind), staff qualifications and skills, and number of volunteers (if applicable). Describe efforts to reduce staff turnover and attrition, including but not limited to professional development, and to address potential gaps in services during any period of staff vacancies.

3. Describe how you will assure that you track, and report grant expenditures and comply with grant administrative requirements.

4. Describe how you will collect and submit the data on program activities and client characteristics required in this RFA. This includes information on community engagement activities, condom distribution data, and information on testing clients, test results, and referral and linkage to HIV-related medical care and to PrEP and nPEP service.

5. Describe how you will assure your services are tailored to the needs of your priority population(s) and are age appropriate and culturally affirming.

6. Describe your plan to use information from community engagement activities and program performance data to guide program improvement.

7. Describe how you will monitor and improve the quality of services and the skills of staff and volunteers (if applicable).

8. Describe how you will collaborate with other organizations to implement your core HIV prevention program. Describe your ability to make effective referrals to other organizations that provide

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services needed by your priority population(s) (e.g. substance abuse treatment, housing assistance). Please attach letters or memoranda of agreement.

9. Use the table format below to summarize your work plan in a timeline for the first budget year of the project. At minimum, the timeline must contain milestones and significant activities that include:
   a. pre-implementation activities such as policy/procedure changes, hiring and training staff, and training dates, date testing will begin.
   b. Start of client services, which must begin within 90 days of the contract start date.
   c. QA/QI and evaluation activities

Task to be accomplished	Start date	End date
(Add rows as needed)		

10. Provide a brief overview of major tasks to be completed during each year of the project period (5 years).

Year	Major accomplishments
2020	
2021	
2022	
2023	
2024	

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Work Plan for Funding Opportunity 3: PrEP/nPEP Services

This section is worth 50% of the score for this funding opportunity.

Describe your plan to provide PrEP and nPEP services for your priority population(s), and your implementation timeline. You must provide a description of how you propose to address each component of a core HIV prevention program: community education and awareness activities and client recruitment; promoting adoption of PrEP and nPEP by clinical service providers; and PrEP and nPEP clinical and client support services. Your narrative must address all item listed below, and responses must be numbered to match the items in the work plan. The work plan response for this funding opportunity must be no longer than ten (10) pages, not counting required attachments.

If you will use in-kind resources or other grant funds to provide required activities, you should indicate this in your responses. Note: subcontracting is allowed and collaboration with community partners is encouraged.

Some of the items request that you add attachments. The attachments are for DSHS' use during contract negotiations if the Applicant is considered for an award. Reviewers will not review the contents of attachments, so you must insure that their narrative responses contain required information

Community education and awareness activities and client recruitment

1. Describe your planned activities to assess the awareness of PrEP and nPEP and barriers to use in your priority population(s), including other life circumstances or structural issue that might block use of PrEP and nPEP. If you have already completed this assessment, please summarize your findings here.

2. Describe how education and recruitment efforts will be tailored to your priority population(s). Your plans for outreach, education, and recruitment of members of the priority population(s) must include information on specific media platforms that will be used, as required by this RFA. Describe your plans to submit web analytics describing service-related posts on different media platforms used. Attach letters/memoranda of agreement with any private media platforms in your plan, or describe how you will obtain agreements.

3. Describe how you will maintain partnerships with CBOs, LGBT organizations, private health care providers, clinics and community health centers to increase access to PrEP and nPEP. Attach letters/memoranda of agreement with collaborating partners.

Promoting adoption of PrEP and nPEP by clinical service providers

4. Describe your approaches to outreach and education of area clinical service providers and plans to increase the number of clinical providers in the community who prescribe PrEP and nPEP.

5. Describe your plans to assess the availability of PrEP and nPEP from the local medical community, identify and address barriers, and provide education and resources to the medical community.

6. Describe your plans to coordinate outreach and education to clinical providers with other providers of PrEP and nPEP services and with other organizations conducting clinical education on these interventions. Attach letters/memoranda of agreement with collaborating partners.

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PrEP/nPEP clinical and client support services

7. Describe your current protocols and procedures for client support and delivery of clinical services; describe your proposed protocols and procedures if you are not currently delivering these services. You may include a simple flow diagram that shows how clients will typically move through your program.

8. Describe how you will provide clinical PrEP and nPEP in accordance with the most current CDC guidelines, including:
   a. Formal intake and eligibility determination processes.
   b. How current HIV status and risk for HIV will be determined for clients.
   c. How clients will receive basic education on PrEP/nPEP (pro and cons of PrEP/nPEP; side effects and long-term safety; and other HIV prevention options).

9. Describe how you will conduct initial and follow-up laboratory testing as recommended in treatment guidelines, and optional testing when indicated. Describe how you will prescribe medications following treatment guidelines.

10. Describe your plans to assist clients in obtaining treatment medications including staff understanding of how pharmacy benefits are typically structured in public and private insurance plans, and capacity to assist clients with accessing these benefits.

11. Describe how you will work with clients to promote adherence to treatment instructions. Applicants must describe how clients will be reminded of service appointments and how the program will follow up with clients who have missed appointments, including written policy and procedures for client notification.

12. Describe how client needs for HIV prevention, medical services, and social services will be assessed, and how the organization will maintain referral agreements with providers of the services that are most likely to be needed by the priority population of the application. Attach letters/memoranda of agreement with collaborating partners.

For the PrEP/nPEP Program as a whole:

13. Describe the managerial and supervisory oversight of the program that will ensure that this work plan is carried out and that policies and procedures are developed and implemented.

14. Describe how you will maintain a Community Advisory Board to assist with programmatic decision making and how you will collect and use client and community input to improve the program.

15. Describe how you will assure that you track, and report grant expenditures and comply with grant administrative requirements.

16. Describe your proposed staffing plan, including the number of FTEs (funded and in-kind), staff qualifications and skills, and number of volunteers (if applicable).

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17. Describe how you will monitor and improve the quality of services and the skills of staff and volunteers (if applicable).
18. Describe how you will collect and submit the data on program activities and client characteristics required in this RFA. Describe your plan to use the data to guide improvement.

19. Describe how you will assure your services are tailored to the needs of your priority populations and are age appropriate and culturally affirming.

20. Describe any planned integration of your PrEP and/or nPEP services with services for HIV prevention, HIV treatment, viral hepatitis, or STD. Please attach letters or memoranda of agreement.

21. Use the table format below to summarize your work plan in a timeline for the first budget year of the project. At minimum, the timeline must contain milestones and significant activities that include:
    a. Pre-implementation activities such as policy/procedure changes, hiring and training staff, and training dates, date testing will begin. DSHS will allow up to 60 days for pre-implementation activities.
    b. Start of client services, which must begin within 90 days of the contract start date.
    c. QA/QI and evaluation activities

Task to be accomplished	Start date	End date
(Add rows as needed)		

22. Provide a brief overview of major tasks to be completed during each year of the project period (5 years).

Year	Major accomplishments
2020	
2021	
2022	
2023	
2024	

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Work Plan for Funding Opportunity 4: Client-Level Programs

This section is worth 50% of the score for this funding opportunity.

Describe your plan to provide client-level behavioral intervention services for your priority population(s), and your implementation timeline. Your narrative must address all item listed below, and responses must be numbered to match the items in the work plan. The work plan response for this funding opportunity must be no longer than ten (10) pages, not counting required attachments.

If you will use in-kind resources or other grant funds to provide required activities, you should indicate this in your responses. Note: subcontracting is allowed and collaboration with community partners is encouraged.

Some of the items request that you add attachments. The attachments are for DSHS' use during contract negotiations if the Applicant is considered for an award. Reviewers will not review the contents of attachments, so you must insure that their narrative responses contain required information.

Interventions to facilitate and support linkage to care must be proposed under the Core HIV Prevention funding opportunity.

1. Provide an overview of your proposed intervention. Include
   a. The name of the intervention and its goals and expected outcomes. Indicate if it is for people who are living with HIV infection, people who have an HIV-negative status, or if the intervention is status neutral. Briefly justify its selection by describing how the intervention addresses specific prevention needs of your priority population(s) or explaining how it removes barriers to prevention for our priority population(s).
   b. Indicate the source of the intervention – was it selected from evidence-based interventions listed by the CDC or other organization or is it a 'homegrown' intervention. If your intervention is 'homegrown', briefly describe how the intervention was developed and provide a summary of the evidence of the effectiveness of the intervention.
   c. A description of the activities included in the intervention and how they have been tailored for your priority population.
2. Describe how you will market the program to the priority population, and how you will recruit participants. Provide letters/memoranda of agreement that support your descriptions below.
   a. Describe the venues and locations where you will recruit clients.
   b. Describe how you will use social network activities to recruit clients, such as working with participants in the program in referring new clients.
   c. Describe how you will use specific media platforms to engage, educate, and recruit participants.
   d. Describe your protocols for using internet-based recruitment and outreach to market your program. If no protocol exists, or if there are barriers to using this activity, please describe the barrier and how you propose to address these barriers.
3. Describe how you will collaborate with other organizations to promote your program to their clients. Attach letters/memoranda of agreement to promote referrals or describe how they will be developed.

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4. Describe how you will make referrals to organizations that provide services needed by your priority population(s) (e.g. substance abuse treatment, housing assistance). Attach any letters/memoranda of agreement to promote referrals or describe how they will be developed.
5. Describe how you will retain participants in the interventions.
6. Describe how will expand the 'reach' of the intervention (i.e. scale traditional interventions to impact more people and organizations).
7. Describe the managerial and supervisory oversight of the program that will ensure that this work plan is carried out and that policies and procedures are developed and implemented. Describe how you will maintain a Community Advisory Board (CAB) to assist with programmatic decision making.
8. Describe how you will assure that you track, and report grant expenditures and comply with grant administrative requirements.
9. Describe how you will collect and submit the data on program activities and client characteristics required in this RFA.
10. Describe how you will assure your services are tailored to the needs of your priority population(s) and are age appropriate and culturally affirming.
11. Describe your plan to use client feedback and program performance data to guide program improvement.
12. Describe how you will monitor and improve the quality of services and the skills of staff and volunteers (if applicable).
13. Use the table format below to summarize your work plan in a timeline for the first budget year of the project. At minimum, the timeline must contain milestones and significant activities that include:
    a. Pre-implementation activities such as policy/procedure changes, hiring and training staff, and training dates,
    b. Start of client services, which must begin within 90 days of the contract start date.
    c. QA/QI and evaluation activities

Task to be accomplished	Start date	End date
(Add rows as needed)		

14. Provide a brief overview of major tasks to be completed during each year of the project period (5 years).

Year	Major accomplishments
2020	
2021	
2022	
2023	
2024	

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Work Plan for Funding Opportunity 5: Structural Interventions

This section is worth 50% of the score for this funding opportunity.

Describe your plan to provide structural level interventions for your priority population(s), and your implementation timeline. Your narrative must address all item listed below, and responses must be numbered to match the items in the work plan. The work plan response for this funding opportunity must be no longer than ten (10) pages, not counting required attachments.

If you will use in-kind resources or other grant funds to provide required activities, you should indicate this in your responses. Note: subcontracting is allowed and collaboration with community partners is encouraged.

Some of the items request that you add attachments. The attachments are for DSHS' use during contract negotiations if the Applicant is considered for an award. Reviewers will not review the contents of attachments, so you must insure that their narrative responses contain required information.

1. Provide an overview of your proposed project. Include:
   a. The name of the project and the priority population for the project.
   b. Identify the intended project outcomes. The eligible outcomes are listed in the RFA.
   c. Identify if your project will be a 'traditional' community-level intervention for your priority population; a community mobilization; a systems-level intervention; or a combination of these approaches. Provide a high-level description of the activities you will include in your project and how they address your outcomes.

2. Describe how you will conduct a community needs assessment and/or systems assessment to guide design and implementation of your project. How will the assessment be guided by stakeholders and persons with experience in formal assessment? This information is available from a previous assessment or work, please summarize key findings relevant to your proposed project.

3. Please describe how you will use a formal evaluation plan that fits the requirements of this RFA to periodically assess progress towards goals and project outcomes. Please describe how you will use this information to modify your project based on the information from the evaluation.

4. Please provide more information about your planned activities.
   a. If you will be conducting a "traditional" community level intervention. Please provide the following information:
      i. Indicate the source of the intervention – was it selected from evidence-based interventions listed by the CDC or other organization or is it a 'homegrown' intervention. If your intervention is 'homegrown', briefly describe how the intervention was developed and provide a summary of the evidence of the effectiveness of the intervention.
      ii. A description of the activities included in the intervention and how they have been tailored for your priority population.
      iii. A description of how you will market the program to the priority population, and how you will recruit participants through venues/locations; social network activities and social media

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platforms; and internet-based outreach and recruitment. Provide letters/memoranda of agreement that support this description.

b. If you will be conducting a community mobilization, please describe the partners in your proposed mobilization, how you will recruit partners, and the activities that will be included. Provide letters/memoranda of agreement that support this description.

c. If you will be conducting a systems intervention, describe the proposed approaches and specific changes you hope to achieve. Describe any partners you will involve in your project and provide letters/memoranda of agreement that support your description of the project.

5. Describe the managerial and supervisory oversight of the project that will ensure that this work plan is carried out and that policies and procedures are developed and implemented. Describe how you will maintain a Community Advisory Board (CAB) to assist with programmatic decision making.

6. Describe how you will assure that you track, and report grant expenditures and comply with grant administrative requirements.

7. Describe how you will monitor and improve the quality of services and the skills of staff and volunteers (if applicable).

8. Use the table format below to summarize your work plan in a timeline for the first budget year of the project. At minimum, the timeline must contain milestones and significant activities that include:
   a. Pre-implementation activities such as policy/procedure changes, hiring and training staff, and training dates.
   b. Start of project services, which must begin within 90 days of the contract start date.
   c. QA/QI and evaluation activities

Task to be accomplished	Start date	End date
(Add rows as needed)		

9. Provide a brief overview of major tasks to be completed during each year of the project period (5 years).

Year	Major accomplishments
2020	
2021	
2022	
2023	
2024	

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Name of Contractor:

Cost Categories	Funding Opportunity 1: Routine HIV Screening in Healthcare Settings
A. Personnel	
TOTAL PERSONNEL	$0.00
B. Fringe Benefits	
FICA	
SUTA	
Worker's Comp	
Health Insurance	
401K	
TOTAL FRINGE BENEFITS	$0
C. Travel	
TOTAL TRAVEL	$0.00
D. Equipment	
TOTAL EQUIPMENT	$0.00
E. Supplies	

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TOTAL SUPPLIES	$0.00
F. Contractual	
TOTAL CONTRACTUAL	$0.00
G. Other	
TOTAL OTHER	$0.00
H. Total Direct Costs	$0.00
I. Indirect Costs	
J. Total	$0.00

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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
$0.00	$0.00	$0.00	$0.00
$0	$0	$0	$0
$0.00	$0.00	$0.00	$0.00
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TEXAS Health and Human Services

Form PCS 121
07/15/2016

SOLICITATION ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation Name/Title:	DSHS HIV Prevention Services	**Solicitation No:**	HHS0000778
Solicitation Due Date:	04/08/2019	**Solicitation Due Time:**	02 00 PM
Addendum No.	1	**Addendum Date:**	02/11/2019

PCS Contact Information

Purchasing Contact Phone:	512.406.2458	**Purchasing Contact Name:**	Valerie Griffin
Purchasing Contact Email:	valerie.griffin@hhsc.state.tx.us		

Description of Addendum

BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ABOVE REFERENCED SOLICITATION:

Replaced entire solicitation packet. (Table 1 - HSDA's in each area on page 12 has been modified) Exhibit H-Certification regarding Lobbying has also been added to the zipped file containing the forms and exhibits.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL SOLICITATION

RETURN ADDENDUM ACKNOWLEDGMENT FORM AS INSTRUCTED, FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION ORESPONSE.

1. If respondent has submitted response prior to addendum, respondent may email the signed addendum to pcsbids@hhsc.state.tx.us prior to the solicitation due date and time.
2. Acknowledge receipt of this addendum on the face of your response, or
3. Sign and return this addendum to HHSC-PCS with the solicitation response to Procurement and Contracting Services, 1100 W. 49th Street, Austin, TX 78756; or

Respondent Name		**Authorized Signature**
Date (MM/DD/YYYY)	**Phone**	**Email**

DocuSign Envelope ID: F3B65FCE-39D0-4E02-91E2-2880FA0165D0

TEXAS Health and Human Services

SOLICITATION ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation Name/Title:	DSHS HIV Prevention Services	**Solicitation No:**	HHS0000778
Solicitation Due Date:	04/08/2019	**Solicitation Due Time:**	02 00 PM
Addendum No.	2	**Addendum Date:**	02/27/2019

PCS Contact Information

Purchasing Contact Phone:	512.406.2458	**Purchasing Contact Name:**	Valerie Griffin
Purchasing Contact Email:	valerie.griffin@hhsc.state.tx.us		

Description of Addendum

BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ABOVE REFERENCED SOLICITATION:

Replaced entire solicitation document and zipped file containing forms and exhibits. (Two forms have been incorporated into the RFA, Form B1- Governmental Entity and Form B2- Non-Profit or For Profit form) Both forms have also been added to the zipped file containing the forms and exhibits.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL SOLICITATION

RETURN ADDENDUM ACKNOWLEDGMENT FORM AS INSTRUCTED, FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION ORESPONSE.

1. If respondent has submitted response prior to addendum, respondent may email the signed addendum to pcsbids@hhsc.state.tx.us prior to the solicitation due date and time.
2. Acknowledge receipt of this addendum on the face of your response, or
3. Sign and return this addendum to HHSC-PCS with the solicitation response to Procurement and Contracting Services, 1100 W. 49th Street, Austin, TX 78756; or

Respondent Name		**Authorized Signature**
Date (MM/DD/YYYY)	**Phone**	**Email**

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TEXAS Health and Human Services

SOLICITATION ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation Name/Title:	DSHS HIV Prevention Services	**Solicitation No:**	HHS0000778
Solicitation Due Date:	04/08/2019	**Solicitation Due Time:**	02 00 PM
Addendum No.	3	**Addendum Date:**	03/04/2019

PCS Contact Information

Purchasing Contact Phone:	512.406.2458	**Purchasing Contact Name:**	Valerie Griffin
Purchasing Contact Email:	valerie.griffin@hhsc.state.tx.us		

Description of Addendum

BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ABOVE REFERENCED SOLICITATION:

Replaced entire solicitation document and zipped file containing forms and exhibits. (One form that was previously omitted has been incorporated into the RFA, Form I-1 Budget Summary)

Section 7.1 has been revised to reflect the addition of the form.

Form I-1 has also been added to the zipped file containing the forms and exhibits.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL SOLICITATION

RETURN ADDENDUM ACKNOWLEDGMENT FORM AS INSTRUCTED, FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION ORESPONSE.

1. If respondent has submitted response prior to addendum, respondent may email the signed addendum to pcsbids@hhsc.state.tx.us prior to the solicitation due date and time.
2. Acknowledge receipt of this addendum on the face of your response, or
3. Sign and return this addendum to HHSC-PCS with the solicitation response to Procurement and Contracting Services, 1100 W. 49th Street, Austin, TX 78756; or

Respondent Name		**Authorized Signature**
Date (MM/DD/YYYY)	**Phone**	**Email**

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TEXAS
Health and Human Services

Form PCS 121
07/15/2016

SOLICITATION ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation Name/Title:	DSHS HIV Prevention Services	**Solicitation No:**	HHS0000778
Solicitation Due Date:	04/08/2019	**Solicitation Due Time:**	02 00 PM
Addendum No.	4	**Addendum Date:**	03/12/2019

PCS Contact Information

Purchasing Contact Phone:	512.406.2458	**Purchasing Contact Name:**	Valerie Griffin
Purchasing Contact Email:	valerie.griffin@hhsc.state.tx.us		

Description of Addendum

BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ABOVE REFERENCED SOLICITATION:

This addendum addresses questions that were received for the HIV Prevention RFA. The questions and answers are attached to the addendum form.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL SOLICITATION

RETURN ADDENDUM ACKNOWLEDGMENT FORM AS INSTRUCTED, FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION ORESPONSE.

1. If respondent has submitted response prior to addendum, respondent may email the signed addendum to pcsbids@hhsc.state.tx.us prior to the solicitation due date and time.
2. Acknowledge receipt of this addendum on the face of your response, or
3. Sign and return this addendum to HHSC-PCS with the solicitation response to Procurement and Contracting Services, 1100 W. 49th Street, Austin, TX 78756; or

Respondent Name		**Authorized Signature**
Date (MM/DD/YYYY)	**Phone**	**Email**

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HIV Prevention Services RFA ~ Vendor Questions & Answers
HHS0000778

No.	Page #	Section/Paragraph #	Associated Topic or Language	Response
1	N/A	N/A	A recent DSHS HIV Prevention Services RFA was released this week and we also received an email detailing an amendment that will extend our current contract until 12/2019. Do we need to apply to the RFA?	Current HIV Prevention, HIV Testlink and Routine Testing contracts expire 12/31/19. To be eligible to receive future funding, you **Must** apply to the HIV Prevention Services RFA.
2	N/A	N/A	Will Local Health Departments (LHDs) receive level funding?	Current HIV Prevention HIV Testlink and Routine Testing contracts expire 12/31/19. To be eligible to receive future funding, you **Must** apply to the HIV Prevention Services RFA.
3	N/A	N/A	Does the HIV Prevention grant come from HHSC?	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**). "System Agency" means the Texas Health and Human Services Commission, its officers, employees or authorized agents.
4	N/A	N/A	Are we eligible to apply for it?	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.
5	N/A	N/A	Is this a grant that we will have to compete for, for continued funding for next year?	To be eligible to receive future funding, you **Must** apply to the HIV Prevention Services RFA.
6	N/A	N/A	I was wondering if there was more information regarding the Routine HIV Screening in Health Care Settings. In particular, I was wondering if this category means that ASOs and CBOs partner with let us say Metro Health to perform routine HIV screenings or if this category is built to increase the capacity of clinics housed within	The intention of the Routine HIV Screening in Health Care Settings funding opportunity is for the emergency center, community health center or jail to make internal and sustainable systematic changes in their practices order to perform routine, opt-out and sustainable HIV screening as a standard of care within their patient services.

			ASOs and CBOs to increase the linkage of newly diagnosed clients to supportive services (EIS).	This funding opportunity is not intended to support an outside agency coming into an established health care setting and perform the HIV testing.
7	N/A	Work Plan for Funding Opportunity 3: PrEP/PEP Services/Paragraph 4	The text of the work plan requires applicant to detail plans to increase number of clinical providers but the Evaluation tool states: "plan to reach area clinical service providers". The Objective Table states "reached" as well. Is it the intent for the RFA for applicants to propose increasing the number of PrEP service providers?	The intention is for Applicants to plan for outreach and education to local clinical providers in an effort to increase access and availability of PrEP and nPEP in their communities. Applicants are expected to conduct these activities to reach clinical providers who are not currently prescribing PrEP or nPEP, in collaboration with providers and organizations who conduct clinical education to facilitate adoption of the intervention. RFA Requirements, p. 32: 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. 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. Workplan, p 8:

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				4. Describe your approaches to outreach and education of area clinical service providers and plans to increase the number of clinical providers in the community who prescribe PrEP and nPEP. 6. Describe your plans to coordinate outreach and education to clinical providers with other providers of PrEP and nPEP services and with other organizations conducting clinical education on these interventions. Attach letters/memoranda of agreement with collaborating partners.
8	N/A	Work Plan for Funding Opportunity 3: PrEP/PEP Services/Paragraph 5	The work plan requires applicant to address barriers but the evaluation tool only requires "assess the availability". Are applicants required to indicate how they will address or assess barriers?	Applicants are expected to describe their plans to assess/identify AND address barriers to prescribing PrEP and nPEP among local providers. Evaluation Tool, p. 7: 5.1 To what extent does the respondent describe a plan to assess the availability of PrEP/nPEP and barriers to prescribing PrEP and nPEP in the local medical community? Workplan, p 8: 5. Describe your plans to assess the availability of PrEP and nPEP from the local medical community, identify and address barriers and provide education and resources to the medical community.
9	N/A	Work Plan for Funding Opportunity 3: PrEP/PEP Services/Paragraph 8	Are applicants required to operate PrEP/PEP programs in strict adherence to CDC guidelines for prep initiation? Example: Would funded applicants be able to prescribe PrEP to an MSM who is proactively seeking PrEP because of planned risk behavior (ie: dating someone who is HIV positive), but reports not having had condomless anal sex or an STI in the past six months?	Applicants are required to follow the 2017 update to the Clinical Practice Guidelines. Clinicians, however, are not restricted in acting upon their best judgement with the intent to assist a patient so that they do not acquire HIV.
10	N/A	Work Plan for Funding Opportunity 3:	The CDC guidelines allow for the use of rapid HIV immunoassays for clinical determination of	Although, the 2017 update to the Clinical Practice Guidelines state a preference for lab-based

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		PrEP/PEP Services/Paragraph 8	HIV status at initiation (pg 41 of guidelines) and for all subsequent HIV testing (pg 38 of guidelines). Are applicants funded under this RFA permitted to use rapid HIV testing solely for determination of HIV status?	antigen/antibody testing, DSHS requires that grantees funded for PrEP and nPEP provision must include a lab based antigen/antibody test for confirming HIV negative results. If a point of care rapid test is preliminary positive then, per DSHS Policy Number 2013.02, funded programs must acquire a blood specimen via venipuncture and submit it for the full HIV diagnostic algorithm which includes lab-based antigen/antibody HIV assay and supplemental testing to confirm HIV status. Clinical Practice Guidelines, p. 40: Laboratory antigen/antibody tests (option 1) are preferred because they have the highest sensitivity for detecting acute HIV infection which is associated with high viral loads. While viral load testing is sensitive (option 2), healthcare providers should be aware that available assays might yield false positive low viral load results (e.g., <3,000 copies/mL) among persons without HIV infection. Without confirmatory tests, such false-positive results can lead to misdiagnosis of HIV infection. Repeat antibody testing (option 3) is least preferred because it delays determination of true HIV status and uninfected patients may have additional exposures and become infected without PrEP while waiting to retest. When clinicians prescribe PrEP based solely on the results of antibody-only or rapid tests ordering a laboratory antigen/antibody test at the time baseline labs are drawn is recommended. This will increase the likelihood of detecting unrecognized acute infection so that PrEP can be stopped and the patient started on antiretroviral treatment in a timely manner. DSHS Policy:

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				In accordance with **DSHS Policy Number** *2013.02* supplemental testing must be collected by venipuncture on-site immediately after a point of care (e.g., rapid) preliminary positive test result. All indeterminate and non-reactive supplemental tests must be automatically referred for Nucleic Acid Amplification Testing (NAAT) to determine if a client has an acute HIV transmission. Blood specimens allow access to the newest and most sensitive technology that can detect acute infections and also provide an opportunity to test for syphilis. Confirmatory testing using another protocol must be pre-approved by DSHS in writing.
11	38	2.6 Allowable Costs and Prohibited Uses of Funds/Paragraph D	Is the 10% amount noted above, inclusive of the 10% amount allowed for administrative costs (Section 2.6, paragraph C), or is the above in addition to the 10% administrative costs?	Paragraph C, states, "Administrative/indirect costs must be limited to 10% of the total contract amount'" Paragraph D, states, "In addition, a minimum of the total contract amount must be dedicated to planning, reporting and evaluation of the proposed activities."
12	43	Article III- "Administrative Information", Section Number 3.5.2- "Submission in Separate Parts"	(Apologies for the long text but this is the most confusing part of the RFA.) It is unclear how many applications we would need to submit depending on the number of opportunities and number of areas. Based on the explanation in the Evaluation Section 4.2, it sounds like it is one application for everything regardless of number of opportunities or locations but with a separate Work Plan for each opportunity. Yet as one read the RFA, the following questions arise: Example 1: If we are applying for opportunity B only in Area 1A and Area 1B, do we submit two separate sets of applications? Example 2: If we are applying for opportunity B and opportunity C, in Area 1B only, do we submit two separate sets of applications?	One application per HIV Service Delivery Area is required. In addition, only one budget is required regardless of Areas or Funding Opportunities; however, the Form I and Form- I-1, Budget Summary must be included. Example 1: Yes, if you are applying for two Areas within one Funding Opportunity two sets of applications are required. Example 2: One application is required if respondent is applying for multiple Funding Opportunities but the same Area; however, separate Work Plans and Performance Measures would be completed by Funding Opportunity. Example 3: Based on this example since respondent would be applying for two HIV Service Delivery Areas then two separate applications are required.

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			Example 3: If we are applying for opportunity B AND opportunity C, in Area 1A AND Area 1B, do we submit four separate applications? In essence, the answer would most likely be for one of the following questions: Is it one whole application set regardless of the number of opportunities and number of areas (with a separate Work Plan included per opportunity)? **OR** Is it one application set per opportunity which includes all the areas for the specific opportunity? **OR** Is it one application set per opportunity, per area (as in if someone was applying for all 5 opportunities in 4 areas, they would submit 20 separate application sets)?	
13	43	3.5 Solicitation Response Composition	Do you mean to say you want the RFA number and the deadline on the outside of the box (already addressed on page 44) **OR** do you want the RFA number and the deadline on each page of the proposal?	RFA number and deadline should be included in the address on the outside of the box.
14	44	3.5.2 Submission in Separate Parts	Let us assume we are submitting one application. Are you asking for ONE flash drive with the documents separated by parts/folders." instead since that's what it implies on the bottom of page 54?	Refer to Section 3.5.2 - Submission in Separate Parts
15	44	3.6 Solicitation Response Submission and Delivery	It sounds like you are asking for 3 items. Should this read: "Applicant must submit one (1) hard copy and one (1) electronic copy of all required documents as scanned versions (.pdf) on one (1) flash drive." instead since that's what it implies on the bottom of page 54?	One application per HIV Service Delivery Area is required. Applicant must submit one (1) hard copy and one (1) flash drive for each Area.
16	22	Section 2.5/Paragraph K	Condom Distribution is listed a required program component – is this a requirement of all components of the application or just the Core HIV Prevention Program component?	Page 21, 22; 2.5 PROGRAM REQUIREMENTS K. Grantee must make free condoms readily available to its clients. Grantee can request condoms from DSHS.
17	22	Section 2.5/Paragraph K	Does a Routine HIV testing applicant provide free condoms as a part of this contract	Page 21, 22; 2.5 PROGRAM REQUIREMENTS K. Grantee must make free condoms readily

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				available to its clients. Grantee can request condoms from DSHS.
18	23	Section 2.5.1/Paragraph F	Is it a programmatic requirement that routine HIV screening be conducted under a standing delegation order? Or is this something an organization can work toward?	Routine Screening does not require a standing delegation order.
19	32	Section 2.5.3/Paragraph B	What is meant by community? Could this be within a small community like outreach and education within an organization? Is community education in reference to education targeting the target populations across the HSDA or can it refer to internal community education (i.e., education within an organization or institution)?	"Community" refers to the broader community comprised of focus population(s) within the given HSDA. The expectation of applicants is that any staff or peers involved in PrEP/nPEP clinical and nonclinical services and outreach and education are equipped with a baseline knowledge of the intervention and a basic understanding of the process for initiating/reinitiating PrEP/nPEP. RFP, p. 32: 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. 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.
20	32	Section 2.5.3/Paragraph I	Does promotion of PrEP/nPEP among clinical providers be focused on one care system/organization or does it have to reach out to	Promotion for adoption of PrEP/nPEP among clinical providers is intended for the broader local medical community in the HSDA. While applicants are not

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			all clinical providers in a community as a whole (i.e., not a part of the funded organization)?	expected to reach every clinical provider in the HSDA/local community, they are expected to have a plan to increase the number of clinical providers who can prescribe PrEP/nPEP. Coordination with clinical providers and organizations who conduct clinical education in the area will help facilitate reaching as many clinical providers as possible. RFP, p. 32: 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. Workplan, p. 8: 1. Describe your approaches to outreach and education of area clinical service providers and plans to increase the number of clinical providers in the community who prescribe PrEP and nPEP. 2. Describe your plans to assess the availability of PrEP and nPEP from the local medical community, identify and address barriers and provide education and resources to the medical community.
21	32	Section 2.5.3/Paragraph G	Must the community advisory board requirement be filled by a consumer driven board (i.e., made up of people who use services)? Also, is this requirement only for Core Prevention activities?	The Community Advisory Board(s) outlined in the RFP must include consumers. Community Advisory Boards are required for PrEP/nPEP, Core Prevention, Client-Level Interventions and Structural Interventions activities. RFP, p. 27: Core Prevention

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				I. Grantee must maintain a Community Advisory Board to assist with programmatic decision making. RFP, p. 32: G. Grantee must use continuous community assessments to evaluate and improve recruitment and outreach strategies 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. RFP, p. 35: Client-Level Interventions 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 and maintain a Community Advisory Board to assist with programmatic decision making. RFP, p. 37: Structural Interventions J. 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

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				and improve recruitment and outreach strategies and maintain a Community Advisory Board to assist with programmatic decision making.
22	44	Section 3.6.3 Delivery/Paragraph 3	For submission it is noted that an applicant must submit one hard copy and one electronic copy. I would like to confirm if the electronic copy is only referring to that version saved on the flash drive and that electronic submission is not required.	One application per HIV Service Delivery Area is required. Applicant must submit one (1) hard copy and one (1) flash drive for each Area.
23	44	Section 3.6.3 Delivery/Paragraph 3	With the submission instructions it states that the flash drive should include Pdfs of documents. Can this be pdfs created on a computer (i.e., a file converted from word to pdf using Adobe) or must they be scanned pdfs?	Create the PDF however you would like; just as long as they are PDF's and compatible with Microsoft Office 2010.
24	20	Section 2.4 Eligible Applicants/Paragraph I	Does the outlined provision apply to entities organized outside of Texas given that AIDS Healthcare Foundation is not a Texas entity and there are no restrictions in California prohibiting a member, including the Executive Director, to be a voting member on the governing board? Also, does this mean that the President of a nonprofit corporation cannot be a voting member of the board of directors of that nonprofit?	Refer to Section 2.4 – Eligible Applicants: to be awarded a contract under this RFA; an Applicant must meet the following minimum qualifications.
25	41	Section 3.1/Paragraph 1 (table)	Tarrant County Public Health (TCPH) is a department of the Tarrant County Organization which is governed by a Commissioners Court. The Tarrant County Commissioners Court requires TCPH to submit all RFAs for approval TWO weeks ahead of the pending approval date. Not including a review from internal Tarrant County Contract Specialist. Example: An RFA submitted 2/5/2019 will not be considered for approval to proceed until 2/19/2019.	Refer to Section 3.1 – Schedule of Events Deadline for submitting questions is – March 1, 2019.

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			Can TCPH submit questions and receive direct feedback before the March 11, 2019 Answers to Question Posted Deadline? The March 11, 2019 date will limit our RFA preparations and TCPH internal approvals to one day as we are required to submit this RFA to the Commissioners Court for approval March 12, 2019.	
26	10	Section 2.1.2/Paragraph 1	TCPH - Adult Health Services (TCPH-AHS) as a community health organization serves the under and uninsured populations by providing STD treatment, testing and education. Does our clinic qualify for this funding opportunity? More specifically, could we do this in our current clinics or does this only apply to the locations listed (ER, Community Health Centers, etc.)? Are we allowed to partner/subcontract with a jail or ER medical services provider?	DSHS funded STD clinics are required to perform opt out routine HIV screening for all their STD patients. Please refer to the HIV/STD Program and Operating Procedures Chapter 4. https://www.dshs.texas.gov/hivstd/pops/chap04.shtm The intention of the Routine HIV Screening in Health Care Settings funding opportunity is for the emergency center, community health center or jail health programs make internal and sustainable systematic changes in their operations and practices order to perform routine, opt-out and sustainable HIV screening as a standard of care within their patient services. This funding opportunity is not intended to support an outside agency coming into an established health care setting to perform the HIV testing.
27	Form G	N/A	Should the projected numbers to be served reflect 12 month totals (the first year) or the total for five years?	Form G. All Performance Standards projected numbers to be served should reflect 12 month totals.
28	N/A	N/A	I wanted to ask if you know if extragenital testing will be a requirement for the HIV Prevention funding as this is not a requirement for CDC? I think it is a great recommendation, just wanted to ask? Let me know if you may answer this question or not? In working on this, the STD	Refer to 2.5.2 Funding Opportunity 2 - Core HIV Prevention Programs Program Requirements 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

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			Staff has advised that this is great; however, the funding may be an issue.	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.
29	N/A	N/A	In prior RFA's respondents were asked to develop a budget intervention summary as part of the application (ie testing, condom distribution, total request etc). I did not see this requirement included in the current RFA. Will a budget intervention summary not be required as part of the submission?	Addendum posted on 3/4/2019 adding Budget Summary form.
30	N/A	N/A	We received a notification of a funding opportunity from the Health Department and after reviewed it we would like to know if we should apply for the 2020 period under that? We qualify for the group on Routine HIV Screening in Healthcare Settings Routine HIV Screening in Healthcare Settings which is our current RFA funding. We would like to double check if we should apply or current funding will be extended it on 2020.	Current HIV Prevention, HIV Testlink and Routine Testing contracts expire 12/31/19. To be eligible to receive future funding, you **Must** apply to the HIV Prevention Services RFA.
31	N/A	N/A	We are P.A.L.M. Center, Project Aids Land Manor Inc. We have a serious track record in HIV/HEI Intervention/Prevention/Education/Outreach in region 5. We want to begin this Grant request immediately. Thanks for any assistance available.	To be eligible to receive future funding, you **Must** apply to the HIV Prevention Services RFA.
32	N/A	N/A	I would like to apply for this grant. We have a center and it would be grant for community outreach for this program targeting ages 13-45.	To be eligible to receive future funding, you **Must** apply to the HIV Prevention Services RFA.
33	31	2.5.2 DD	"Grantee will use enhanced linkage and engagement programs."" and Form H. Workplan Linkage and Engagement in HIV-Related Medical Care #2. c.	No. Enhanced linkage and engagement interventions are not required; however, Applicants 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.

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			pages not numbered "If you propose to use an enhanced linkage intervention..." Question: these two statements seem contradictory. Must an applicant use an enhanced linkage intervention?	
34	N/A	Form B	If a Governmental Entity Complete Form B-1 Question: Where can Form B-1 be found?	Addendum posted on 2/27/2019 adding Form B-1 & B-2.
35	18	2.3 Grant Award and Term; 2.3.1 Available Funding/Paragraph 1	Is there a total application ceiling amount that may be requested?	Review Section 2.3 – Table 7.
36	32	2.5 Program Requirements; 2.5.3 Funding Opportunity 3 - PrEP and nPEP Program Requirements; I/Paragraph 6	What are eligible and ineligible activities for educating providers?	Activities should be tailored to fit the educational needs of the participants to assist in building knowledge, capacity, and ability to assess and provide appropriate PrEP services for the community and their patients.
37	32	2.5 Program Requirements; 2.5.3 Funding Opportunity 3 - PrEP and nPEP Program Requirements; I/Paragraph 6	Is food an allowable expense as part of provider engagement?	Review page 39. Grant funds also may not be used to support the following services, activities, and costs: 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;
38	32	2.5 Program Requirements; 2.5.3 Funding Opportunity 3 - PrEP and nPEP Program Requirements; I/Paragraph 6	What if multiple organizations apply for this service category? How is coordination and collaboration addressed?	DSHS anticipates that multiple organizations will be applying for this service category. Applicants must describe their plans to collaborate and coordinate with local providers and organizations, including identification of existing entities in their HSDA/ local medical community, establishment of MOAs/MOUs and coordination for outreach to clinical providers. RFP, p. 32: I. Grantee must undertake activities to increase the number of clinical providers in the community who

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				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. Work Plan, p. 8: 1. Describe your plans to coordinate outreach and education to clinical providers with other providers of PrEP and nPEP services and with other organizations conducting clinical education on these interventions. Attach letters/memoranda of agreement with collaborating partners. Evaluation Tool, p. 7: 6. To what extent does the respondent identify other PrEP/nPEP providers and organizations that conduct clinical education on PrEP /nPEP in their service area(s) and provide a clear description of how clinical outreach will be coordinated?
39	37	2.6 Allowable Costs and Prohibited Uses Of Funds; A/Paragraph 1	What is definition of "payment of last resort?"	The program (DSHS) is the **payer of last resort**. If another insurer or program has the responsibility to pay for costs incurred by a Medicaid-eligible individual, that entity is generally required to pay all or part of the cost of the claim prior to Medicaid making any payment.
40	39	2.6 Allowable Costs and Prohibited Uses Of Funds; K; 7/Paragraph 7	What is definition of "promotional gifts?"	Promotional gifts include items that do not benefit the program and are not used for client recruitment or to increase community awareness. Promotional gifts promote the agency but not the program.

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41	54	Article IX. Submission Checklist; Copies of Application Package/Paragraph 3	Are multiple hard-copies needed? Or only 1 hard-copy and 1 electronic copy on 1 flash drive? Are we required to email the electronic copy to the point of contact?	One application per HIV Service Delivery Area is required. Applicant must submit one (1) hard copy and one (1) flash drive for each Area.
42	54	Article IX. Submission Checklist	Are references to be listed as: 1) Footnotes 2) End notes for each form 3) A separate attachment for the complete RFA	References should be listed in a footnote format.
43	19	2.3.1 Available Funding	What does that mean exactly? What is the award cap and what is the typical award for the City of Houston?	Review Section 2.3 – Table 7.
44	18	2.3.1 Available Funding/Table 7	Is Area 1C Houston referring to all of Harris County?	Area 1C Houston refers to the Houston HIV Service Delivery Area. Counties in this HSDA are listed in Appendix 1.
45	19	2.4 Eligible Applicants/Paragraph D	Does Community Health Centers refer only to Federally Qualified Community Health Centers? Can you clarify what is your definition of a Community Health Center?	See page 22; 2.5.1, paragraphs A and B. Preventive Task Force Grade A. The term does <u>not</u> refer only to Federally Qualified Community Health Centers. Community Health Centers generally refers to health facilities that provide primary care and public health services for low-income and uninsured populations. The intention for the funding is to support emergency centers, jail health centers, and **primary care offices** within Community Health Centers in implementing sustainable opt-out routine HIV screening as described in the CDC's recommendations for routine HIV screening in health care settings and the United States
46	31	2.5.3/Paragraph A	Is it a requirement to include nPEP in the RFA response, or can we exclusively write to PrEP for Funding Opportunity 3?	Review Section 2.5.3 Paragraph A. nPEP services are optional.
47	2	Exhibit C Attachment 2/Paragraphs 6-7-8	Do questions 6, 7 and 8 pertain to the overall organization or just the proposed project operation?	Overall organization.
48	54	Article IX. Submission Checklist/Paragraph 1	Does an applicant submit one proposal response inclusive of all required sections, attachments and documents for each funding opportunity or a	Yes, one proposal is submitted for multiple Funding Opportunities; however, separate Work Plans and Performance Measures would be completed by Funding Opportunity.

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			consolidated proposal with multiple funding opportunities embedded within it?	Please note separate application are only required when submitting proposals or multiple HIV Service Delivery Areas.
49	54	Article IX. Submission Checklist/Paragraph 1	Given the RFA is interactive, are responses required to be inserted into the actual RFA document by section with the final submission inclusive of the instructional RFA language or in a separate document without the instructional language of the RFA?	Responses are <u>not</u> required to be inserted into the actual RFA document. Instructional language does not need to be included in the response. Responses must be numbered to match the items being addressed.
50	N/A	Form E/Paragraph 4	Does the organizational chart attachment required in Form E count toward the 8 page limit?	No.
51	N/A	Form H – Work Plan for Funding Opportunity 2: Core HIV Prevention Programs – Linkage and Engagement in HIV-Related Medical Care	Do the letters/memoranda of agreement requested in the work plan count toward the 6 page limit? Will this be true for all work plans requesting letters/memoranda of agreements?	No. Page limits do not include attachments.
52	N/A	Form H – Work Plan for Funding Opportunity 2: Core HIV Prevention Programs – Linkage and Engagement in HIV-Related Medical Care	Are the letters/memoranda of agreement requested to be placed immediately following the work plan or as appendices at the end of the proposal? Will this be the same format for all requested letters of memoranda within the work plan sections?	Letters/memoranda of agreement should be included as appendices at the end of the proposal. Yes, the same format applies to all requested letters/memoranda of agreements within the work plan section.
53	27	2.5.2 – J/Paragraph 7	1. Does the Community Advisory Board (CAB) mentioned, need to be a new entity or can it be an already existing body? 2. Who needs to be on this CAB?	It can be an already existing body. Relevant community members, including members of the program's core priority populations, who are capable of informing programmatic decision should be on the Community Advisory Board.
54	2	Form H - Work Plan for Funding Opportunity 4: Client Level Programs	Please clarify what "reach" means. Is this reach inclusive of agency collaborations and/or with priority populations?	In this context, reach is related to impact. DSHS expects Applicants to describe how they will ensure that their efforts impact the largest number of people in the priority population. Agency collaborations is an acceptable method to increase reach.
55	4	Form H -Work Plan for Funding Opportunity 2:	Many of our memoranda of agreements contain items that cross all scope of work, thus where	Multiple copies are not necessary. A single letter/memoranda or agreement with one entity that

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		Core HIV Prevention Programs	MOAs are required to be attached, should multiple copies of MOA's be submitted for each area where MOA's are requested in the (each) work plan?	demonstrates a working relationship across multiple funding opportunities is sufficient.
56	1	From H- Work Plan for Funding Opportunity 5: Structural Interventions	Can we write to a "one time" funding for FY21 with in this section for a mobile outreach van which will support mobile PrEP services.?	Applications including one time purchases that are reasonable and related to carrying out the scope are allowable. Please note that respondents must remain within the funding caps outlined in Section 2.3 on page 18.
57	N/A	N/A	Are Local Health Departments eligible to apply for one or more of the funding opportunities?	To be eligible to receive future funding, you **Must** apply to the HIV Prevention Services RFA.
58	N/A	N/A	We do not see Wichita Falls listed at all and are a little concerned. Was this just an oversight?	Review Section 2.2.1 – Wichita Falls is listed in Area 4, which is ineligible for funded prevention services under this RFA.
59	N/A	N/A	Managed Care Center is applying for funding in two areas, Do I submit a completed RFP for each funding area or do I submit one RFP with two budgets?	Application per HIV Service Delivery Area is required. In addition, only one budget is required regardless of areas or funding opportunities; however, the Form I and Form- I-1, Budget Summary must be included.
60	N/A	N/A	Baptist Hospitals of Southeast Texas is a currently funded Routine Testing partner with DSHS. We would like to apply for funding from the enclosed RFP to extend our Routine Screening services to our external partners. Please let us know if this would cause a conflict of interest with our current Routine Screening funding.	Current HIV Prevention, HIV Testlink and Routine Testing contracts expire 12/31/19. To be eligible to receive future funding, you **Must** apply to the HIV Prevention Services RFA.
61	19	2.3.1 Available Funding/Paragraph 1	What is your definition of "providers in the City of Houston"?	Providers include those organizations that primarily provide HIV prevention services within the geographic boundaries of the City of Houston.

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62	33	2.5.3 Funding Opportunity 3 – PrEP and nPEP Program Requirements/Paragraph N	Will grantees be able to utilize the DSHS lab for any of the medical testing associated with PrEP and/or nPEP? Would DSHS' standard lab charges apply?	Testing provided by the DSHS lab includes: Creatinine; HIV; Syphilis; Hepatitis; and Urine based chlamydia and gonorrhea. As of March 11, 2019, the DSHS lab is unable to process extra-genital chlamydia and gonorrhea samples. Costs associated with submitting specimens to the DSHS lab (with the exception of shipping and specimen collection supplies) should not be included in the proposed budget.
63	N/A	Form G/ Funding Opportunity 2: Core Prevention Performance Standards and Objectives	#1- Can the number of tests for your selected priority population(s) equal less than the total number of projected tests established for Objective A? #2- Can we select more than two priority populations for testing? Example, Hispanic MSM, Black MSM and White MSM and establish number of tests for each priority population?	#1 - Yes. #2 – No. Efforts are better focused with only two priority populations. This does not mean that other populations outside of the two priority populations will not receive HIV testing. They simply will not be the priority.
64	N/A	Form H: Work Plan/ Work Plan for Funding Opportunity 2: Core HIV Prevention Programs	What is your definition of "media platform" and "private platform"?	Media platform is a general term used to describe any type of media. This can include print, radio, television, websites, blogs, dating sites/apps, social media, podcasts, etc. Disregard the term private platform.
65	N/A	Appendix 2: Setting HIV Morbidity Areas	Does the exclusion of the City of Houston from the determination of the locally relevant populations in the Houston HSDA impact an applicant's proposed activities in Harris County?	The exclusion of city of Houston information does not change the listed focus populations and optional focus populations for applicants proposing to serve the Houston HSDA or any of the counties in the HSDA.

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66	N/A	Appendix 3: Selecting Locally-Relevant Focus Populations/ Table 2	#1- For table 2, Houston HSDA, how many PLWH 2016 and new dx 2012-2016 for each population are from Harris County (excluding City of Houston)? #2- Could you provide the zip codes in Harris County included in determining the locally relevant populations in the Houston HSDA?	1 – Submit a data request to @TBHIVSTDdata@dsh.texas.gov 2 - Zip codes were not used to determine locally relevant populations in the Houston HSDA.
67	N/A	Work plan for funding opportunity 2: Core HIV Prevention Programs/Paragraph C	Is there an expectation of applicants to get letters or MOAs from Facebook, Snapchat, Instagram, Twitter, Tinder, Grindr, etc? Please explain definition of "private platform".	There is no such expectation. Disregard the term private platform.
68	54	Article IX. Submission Checklist/Paragraph 1	Are additional attachments/appendices allowed to be included, such as a poster presentation overview of clients served or other pertinent, related information not previously asked for within the work plans or RFA? If so, is there a page limitation?	Applicants should not include additional information not specifically requested in the RFA.
69	54	Article IX. Submission Checklist/Paragraph 1	If references are to be added as footnotes or end notes for each form, do they count toward the page count limitation?	Yes.

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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.

RESPONDENT INFORMATION

1) LEGAL BUSINESS NAME: Fort Bend County

2) MAILING Address Information (include mailing address, street, city, county, state and 9-digit zip code): **Check if address change** ☐

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): **Check if address change** ☐

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

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.

6) TYPE OF ENTITY (check all that apply):

☐ City	☐ Nonprofit Organization*	☐ Individual
☒ County	☐ For Profit Organization*	☐ Federally Qualified Health Centers
☐ Other Political Subdivision	☐ HUB Certified	☐ State Controlled Institution of Higher Learning
☐ State Agency	☐ Community-Based Organization	☐ Hospital
☐ Indian Tribe	☐ Minority Organization	☐ Private
	☐ Faith Based (Nonprofit Org)	☐ Other (specify): _____

**If incorporated, provide 10-digit charter number assigned by Secretary of State:*

7) PROPOSED BUDGET PERIOD: **Start Date:** ***01/01/2020*** **End Date:** ***12/31/2020***

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: $579,844

10) PROJECTED EXPENDITURES

Does the respondent's projected federal expenditures exceed $750,000, or its projected state expenditures exceed $750,000, for respondent's current fiscal year (excluding amount requested in line 9 above)? **

Yes ☒ No ☐

***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.*

11) PROJECT CONTACT PERSON

Name: Ngombe Bitendelo, RN, BSN, MPH
Phone: 281-238-3548
Fax: 832-471-1808
Email: Ngombe.Bitendelo@fortbendcountytx.gov

12) FINANCIAL OFFICER

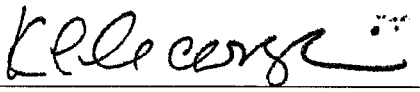
Name: Ed Sturdivant
Phone: 281-341-3760
Fax: 281-342-7371
Email: Ed.Sturdivant@fortbendcountytx.gov

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 **Check if change** ☒

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

April 5TH 2019

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FORM B-1: GOVERNMENTAL ENTITY
Authorized Officials

Legal Business Name of Respondent:	Fort Bend County

Include the full names (last, first, middle) and addresses for the officials who are authorized to enter into a contract on behalf of the respondent.

Name:	George, KP	**Mailing Address (incl. street, city, county, state, & zip):**
Title:	County Judge	301 Jackson Street, Richmond, TX 77469
Phone:	2813418608 Ext.	
Fax:	2813418609	
Email:	County.Judge@fortbendcountytx.gov	
Name:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
Email:		

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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.

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- ☐ 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.)

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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**

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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

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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.

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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: **$380,819**
   c. If yes, list HSDAs and counties to be served: **Houston HSDA: Fort Bend County and Harris County**
   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: **$199,024**
   c. If yes, list HSDAs and counties to be served: **Houston HSDA: Fort Bend County and Harris County**
   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**

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FORM D: ABSTRACTS FOR FUNDING OPPORTUNTITIES

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.

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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, to be assisted by a licensed nurse; also 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.

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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

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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:

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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 31st 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.

	2016	**2017**	**2018**
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

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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

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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.

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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 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.[1]

   Fort Bend County is included in the Houston HSDA, which is designated in this RFA with the highest morbidity ranking of one (1).[2] Among the counties in the Houston HSDA it has the 2nd highest rate for People Living with HIV (PLWH), with Harris County being number one.[3] Fort Bend County ranked 9th in the state for the number of HIV diagnoses in 2017, 11th for the number of AIDS cases and 8th for the number of People Living with HIV.[4] 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.[5] 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.[6] Thus, there is need for testing for HIV and other sexually transmitted infections in Fort Bend County.

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[1]U.S. Census. U.S. Census Bureau Quickfacts: Fort Bend County, Texas. https://www.census.gov/quickfacts/fortbendcountytexas. Accessed March 2019.
[2]Texas Health and Human Services. Request for Applications (RFA) for HIV Prevention Services, No. HHS0000778. http://www.txsmartbuy.com: ESBD_File_139818_HHS0000778 DSHS HIV Prevention Services RFA_revised_030419: p.12.
[3]Texas Department of State Health Services TB/HIV/STD Epidemiology and Surveillance Branch. Texas HIV Surveillance Report: 2016 Annual Report: p.25.
[4]Texas Department of State Health Services TB/HIV/STD Epidemiology and Surveillance Branch. Texas HIV Surveillance Report: 2017 Annual Report: p.30.
[5]Texas Department of State Health Services TB/HIV/STD Epidemiology and Surveillance Branch. Texas HIV Surveillance Report: 2017 Annual Report: p.6.
[6]Texas Department of State Health Services TB/HIV/STD Epidemiology and Surveillance Branch. Texas HIV Surveillance Report: 2017 Annual Report: p.25, p.30, p.35.

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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.[7]

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 4th highest in the state in 2017. The county ranks 2nd for PLWH (2017), with a rate of 551.7/100,000.[8]

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.[9] The Houston HSDA, which includes Fort Bend and Harris Counties, reflects the Texas profile with 68.2% of new diagnoses being MSM.[10] 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.[11] 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.

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[7] U.S. Census. U.S. Census Bureau Quickfacts: Harris County, Texas. https://www.census.gov/quickfacts/harriscountytexas. Accessed March 2019.

[8] Texas Department of State Health Services TB/HIV/STD Epidemiology and Surveillance Branch. Texas HIV Surveillance Report: 2017 Annual Report: p.6, p.30.

[9] Texas Department of State Health Services. Texas HIV Epidemiologic Profile. https://www.dshs.texas.gov/hivstd/epiprofile: Section 2. New Diagnoses: Data for Figure 2.4, Table 2-3.

[10] Texas Department of State Health Services. Texas HIV Epidemiologic Profile. https://www.dshs.texas.gov/hivstd/epiprofile: Section 2. New Diagnoses: Appendix A., p.178.

[11] Texas Department of State Health Services, TB/HIV/STD Epidemiology and Surveillance Branch. Texas HIV Surveillance Report: 2017 Annual Report: p. 28.

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From the success of the FBC HIV Program, we have learned that outreach and free testing address prevention needs and barriers in our area. The Houston Area Comprehensive HIV Prevention and Care Services Plan 2017-2021 describes several needs. Transportation is a known limitation due to the large area involved and the limited public transportation system: 30% of respondents to the needs survey reported using public transportation and 1.5% reported having no transportation.[12] The Program addresses the transportation issue by testing clients at their preferred location. 22% of survey participants said they pay for their own medical care,[13] and of those needing an HIV test, 43% said they would get one if it were free.[14] The Program provides free testing, not only for HIV, but also for syphilis, gonorrhea, Chlamydia and Hepatitis C. A significant proportion of respondents expressed concern about going to and being seen at an HIV/AIDS organization.[15] Again, outreach solves this barrier. Lastly, 35% reported having never tested and 11% did not receive their results.[16] The Program fills the gap on testing and as a rapid test is used, clients receive their results immediately.

In summary, the Fort Bend County HIV Prevention Program fills many of the needs and barriers of the community. 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, which The Program proposes to provide.

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[12]The Houston Area Ryan White Planning Council and The Houston HIV Prevention Community Planning Group. Houston Area Comprehensive HIV Prevention and Care Services Plan (2017 – 2021). September 30, 2016: p.81.
[13]Ibid: p.82.
[14]Ibid: p.97.
[15]Ibid: p.87.
[16]Ibid: p.83.

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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.

Projected Numbers to be Served	
OBJECTIVE A	
Projected number of tests to be performed by the end of the initial contract term	1000
OBJECTIVE B	
Projected number of newly diagnosed HIV positive persons tested by the program by the end of the initial contract term	14
OBJECTIVE C	
Of the total number of tests outlined in Objective B, the contractor will perform testing for the selected priority populations.	
Number of tests for Hispanic MSM by the end of the initial contract term	440
Number of tests for Black MSM by the end of the initial contract term	160
OBJECTIVE D	
Projected number of condoms distributed by the end of the initial contract term	75,000

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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

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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. Secondarily, 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) with the collaboration of the Houston Health Department 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 Centers. 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

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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 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.
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

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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, Houston Health Department Mobile Unit in collaboration with mPact, 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 another 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

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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 knowledgably 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 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

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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

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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.

<u>For the Core HIV Prevention Program as a whole</u>

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

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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

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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.

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Task to be accomplished in 2020	Start Date	End Date
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	April1	May 1
Community Assessment completed	April 1	July1
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.

Year	Major accomplishments
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.

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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

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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 and Nurse to include:

1.RISK ASSESSMENT	2. PATIENT EDUCATION	3. ORDERS
Assess risk	Risk reduction	• Prescription written
Determine eligibility	Contraception	• Follow-up Visit Scheduled*
Assess for other needs	Substance Use	*May be done by PrEP/nPEP specialist
	PrEP/nPEP medications-use, side effects, interactions	

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4. TESTING- Labs drawn*	5. Client sent to pharmacy
HIV ag/ab (and rapid test done), Hepatitis B surface ag, Serum Creatinine, Hepatitis C, STI screening; if indicated pregnancy and other chemistries	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 the nurse, staff from Core Prevention 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?

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- 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

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- 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.

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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.

<u>For the PrEP/nPEP Program as a whole:</u>

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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 0.50 FTE, and a Nurse (LVN) 0.50 FTE to assist the Nurse Practitioner. The Nurse Practitioner will make the eligibility determination, order labs and medications; the Nurse will prepare the client to see the Nurse Practitioner, which may include the assessment, education, handling the laboratory tests scheduling appointments and follow-up with the client. Staff (4FTEs) from the Core Prevention Program will be trained to assist the Nurse Practitioner in areas not requiring an LVN license. With this cross-training, staff will be available to fill-in when the LVN is absent or a position is temporarily vacant. At this time, there is no plan to have volunteers.

Qualifications for the Nurse Practitioner:

- Graduation from approved FNP training program
- Must have License to practice in Texas as an FNP
- At least one-year experience working in community health preferred

Qualifications for the Nurse:

- Graduation from LVN program
- Must have License to practice in Texas as LVN

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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.

For all staff:

- 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.

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 Nurse Practitioner 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,

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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.

Task to be accomplished in 2020	**Start Date**	**End Date**
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	April1	ongoing
PrEP Assessment data evaluated	June 1	July1
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.

Year	**Major accomplishments**
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.

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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.

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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.

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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.

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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.

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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.

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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

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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

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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

[signature]	4-2-2019
Signature of Authorized Representative	**Date Signed**
KP George, County Judge	**281-341-8608**
Printed Name and Title of Authorized Representative	**Phone Number**
746001969	**281-341-8609**
Federal Employer Identification Number	**Fax Number**
081497075	**County.judge@fortbendcountytx.gov**
DUNS Number	**Email Address**
301 Jackson Street	**Richmond, TX 77469**
Physical Street Address	**City, State, Zip Code**
4520 Reading Road, Suite A-200	**Rosenberg, TX 77471**
Mailing Address, if different	**City, State, Zip Code**

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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.

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"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.

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"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

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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.

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(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

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- 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

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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 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.

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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.

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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

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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.

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ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM

HHS CONTRACT NUMBER N/A

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

Contractor has subcontracted with N/A (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:	N/A	**BY:**	N/A
NAME:	N/A	**NAME:**	N/A
TITLE:	N/A	**TITLE:**	N/A
DATE	N/A, **201 .**	**DATE:**	N/A

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

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OMB Number: 4040-0007
Expiration Date: 01/31/2019

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.

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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
[signature]	County Judge
APPLICANT ORGANIZATION	DATE SUBMITTED
FORT BEND COUNTY	4-2-2019

Standard Form 424B (Rev. 7-97) Back

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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?

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

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☐ 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.


Signature of Authorized Representative
KP George
Printed Name of Authorized Representative

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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

FORT BEND COUNTY

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: | * First Name: KP | Middle Name:

* Last Name: GEORGE | Suffix:

* Title: COUNTY JUDGE

* SIGNATURE: KPGeorge | * DATE: 03/25/2019

4-2-2019

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THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF FORT BEND §

COLLABORATION AGREEMENT BETWEEN FORT BEND COUNTY AND ACCESS HEALTH REGARDING CONTINUUM OF CARE FOR HIV/AIDS TREATMENT AND PRE-EXPOSURE PROPHYLAXIS

This Collaboration Agreement (Agreement) is entered into between Fort Bend County ("COUNTY"), acting herein by and through its Commissioners' Court and Access Health ("AGENCY"), a non-profit governed by the laws of Texas.

RECITALS

WHEREAS, both County and Agency wish to enter into this Agreement to work together to ensure that residents in Fort Bend County have access to healthcare services; and

WHEREAS, both County and Agency wish to reduce duplication of service delivery, and maximize available resources; and

WHEREAS, this collaborative effort between County and Agency to respond to the growing health care needs of HIV positive individuals in Fort Bend County serves a public purpose;

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

I. PURPOSE

This Agreement delineates the responsibilities of the County and Agency for activities related to the health services provided by the County and the Agency for HIV positive individuals.

II. SCOPE

No provision in this Agreement limits the activities of the County in performing local and state functions.

III. DEFINITIONS and ACRONYMS

A. "PrEP"- Pre-exposure prophylaxis; measures designed to prevent the occurrence of HIV/ AIDS or its dissemination.
B. "Newly Diagnosed HIV Positive Individuals" - clients diagnosed as being HIV positive who have not received prior treatment as it relates to this Agreement by County or Agency
C. "PLWHA"- Persons Living with HIV/AIDS
D. "Out-of-care" - those HIV positive clients who have not had a primary medical care encounter within the previous six months.
E. "Appropriate Care"-level of care as determined by FBCHHS.

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IV. GENERAL RESPONSIBILITIES

COUNTY DUTIES:

A. County will make reasonable efforts to link newly diagnosed HIV positive clients and those Persons Living with HIV/AIDS (PLWHA) defined as "out-of-care" with County and Agency services to provide appropriate care.
B. County will refer to Agency those newly diagnosed or out-of-care HIV positive clients desiring services from Agency for HIV services by paper referral given to client and a follow-up connection call to Agency.
C. County will request information regarding client's attendance at HIV related medical appointments at least until determination of administration of antiretroviral medications by the Agency.
D. County will monitor the delivery of services in a manner as determined by County in order to provide coordination of services and avoid duplication of services.
E. County will provide Agency with a County point of contact to answer questions or concerns regarding the health services described in this Agreement.
F. County will assure that any information gathered during the course of this Agreement will be kept in a secure manner.
G. County will make reasonable efforts to identify high-risk clients and attempt to link those clients to Agency PrEP services as appropriate.
H. County will screen clients for HIV and will make reasonable efforts to refer HIV positive clients to PrEP services provided by Agency as appropriate.

AGENCY DUTIES:

A. Agency will provide HIV related and other medical care as appropriate to clients referred to Agency for these services.
B. Agency will monitor the delivery of services in a manner as determined by County in order to provide coordination of services and avoid duplication of services.
C. After receiving a signed client release from the client, Agency will provide to the County information regarding client's attendance at HIV related medical appointments.
D. Agency will provide County with an Agency point of contact to answer questions or concerns regarding the health services described in this Agreement.
E. Agency will assure that any information gathered during the course of this Agreement will be kept in a secure manner.
F. Agency agrees to refer and accept referrals for services as appropriate for clients.

ADDITIONAL DUTIES

A. Both will serve all eligible clients regardless of race, gender, sexual preference or religion, seeking to eliminate any discriminatory practices related to client care.
B. Both entities will establish programs that focus on the client's health outcomes.
C. Both entities will seek to provide high quality care that exceeds the standards of care set by the governing bodies.
D. Both entities will keep communication open and on-going to review strategies for improving service delivery and ensure the objectives for this agreement are fully met.

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V. COMPENSATION

Nothing in this Agreement, whether express or implied, will confer upon either party any right to compensation for services under this Agreement.

VI. INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of the County or the Agency. No provision of this Agreement or act of Agency in performance of the Agreement shall be construed as making the Agency the agent, servant or employee of County, the State of Texas or the United States Government. The Agency is solely responsible for employee payrolls and claims arising therefrom. The Agency shall notify County of the threat of lawsuit or of any actual suit filed against the Agency pertaining to this Agreement or which would adversely affect the Agency's ability to perform services under this Agreement.

VII. CONFIDENTIALITY

A. Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Agency or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information").

B. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Agency) publicly known or is contained in a publicly available document; (b) is rightfully in Agency's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Agency who can be shown to have had no access to the Confidential Information.

C. Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Agency shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Agency shall advise County immediately in the event Agency learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Agency will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Agency against any such person. Agency agrees that, except as directed by County, Agency will not at any time during or after the term of this Agreement disclose, directly

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or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Agency will promptly turn over to County all documents, papers, and other matter in Agency's possession which embody Confidential Information.

D. Agency acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Agency acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

E. Agency in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

F. Agency expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Agency shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

VIII. INSPECTION OF BOOKS AND RECORDS

Agency will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Agency for the purpose of verifying the amount of work performed under this Agreement. County's right to inspect survives the termination of this Agreement for a period of four years.

IX. TIME OF PERFORMANCE

This Agreement shall remain in effect through December 31, 2018, at which time the Agreement shall automatically renew for an additional five (5) one-year terms, ending on December 31, 2024.

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X. LIABILITY

AS PERMITTED BY LAW, AGENCY SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF AGENCY ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF AGENCY OR ANY OF AGENCY'S AGENTS, SERVANTS OR EMPLOYEES.

XI. NOTICE

A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

If to the County:

Kaye M. Reynolds, DrPH
Deputy Director, Health & Human Services
4520 Reading Rd., Ste. A100
Rosenberg, TX 77471
Office: 281-238-3519
Cell: 832-407-7385
Pager: 281-434-6394
Kaye.Reynolds@fortbendcountytx.gov

and

Ngombe Bitendelo, RN, BSN, MPH, CIC
Director of Clinical Health Services
Fort Bend County Health & Human Services
4520 Reading Road - Suite A-200
Rosenberg, TX 77471
Office: 281-238-3548
fax: 281-342-7371
email: ngombe.bitendelo@fortbendcountytx.gov

With a copy to:

Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

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If to Agency: Access Health
ATTN: Chief Executive Officer
400 Austin Street
Richmond, TX 77469

C. Notice is effective only if the party giving or making the Notice has complied with subsections C.1 and C.2 and if the addressee has received the Notice. A Notice is deemed received as follows:
    1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
    2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

XII. INSURANCE

A. Prior to commencement of the Services, Agency shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Agency shall provide certified copies of insurance endorsements and/or policies if requested by County. Agency shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Agency shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
    1. Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.
    2. Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
    3. Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
    4. Professional Liability insurance with limits not less than $1,000,000.

B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Agency shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

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C. If required coverage is written on a claims-made basis, Agency warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the Agreement is completed.

XIII. GOVERNING LAW; VENUE

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

XIV. COMPLIANCE WITH LAWS

Agency shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Agency shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

XV. PUBLICITY

Agency may not undergo publicity including contact with residents of Fort Bend County, media outlets, or other governmental agencies with regard to services rendered under this Agreement without the express written permission of County, except where required to do so by law.

XVI. CONFLICT

Any provision of this Agreement later found to be in conflict with federal law or regulation, or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this Agreement, and the remainder of the Agreement shall remain in full force and effect.

XVII. WAIVER

A waiver by either party of a breach of this Agreement by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Agreement.

XVIII. ASSIGNMENT

Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All

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assignments of rights are prohibited under this Section, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

XIX. MODIFICATION

This Agreement may be modified or amended only with the written agreement of each of the parties.

XX. ENTIRETY

This Agreement, along with any amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written.

Both parties to this Collaboration Agreement hereby agree to any and all provisions as stipulated above.

FORT BEND COUNTY:

Robert E. Hebert, County Judge

2-27-2018
Date

ACCESS HEALTH:

Michael Dotson, Chief Executive Officer

2/13/18
Date

ATTEST:

Laura Richard, County Clerk

COMMISSIONERS COURT TEXAS FORT BEND COUNTY, TEXAS

REVIEWED BY:

M. desVignes-Kendrick, MD, MPH, FAAP
Director, Fort Bend County Health & Human Services

07/15/2018
Date

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TEXAS
Health and Human Services

Form PCS 121
07/15/2016

SOLICITATION ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation Name/Title:	DSHS HIV Prevention Services	**Solicitation No:**	HHS0000778
Solicitation Due Date:	04/08/2019	**Solicitation Due Time:**	02 00 PM
Addendum No.	2	**Addendum Date:**	02/27/2019

PCS Contact Information

Purchasing Contact Phone:	512.406.2458	**Purchasing Contact Name:**	Valerie Griffin
Purchasing Contact Email:	valerie.griffin@hhsc.state.tx.us		

Description of Addendum

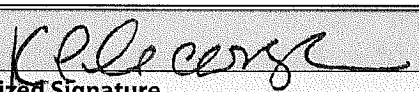
BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ABOVE REFERENCED SOLICITATION:

Replaced entire solicitation document and zipped file containing forms and exhibits. (Two forms have been incorporated into the RFA, Form B1- Governmental Entity and Form B2- Non-Profit or For Profit form) Both forms have also been added to the zipped file containing the forms and exhibits.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL SOLICITATION

RETURN ADDENDUM ACKNOWLEDGMENT FORM AS INSTRUCTED, FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION ORESPONSE.

1. If respondent has submitted response prior to addendum, respondent may email the signed addendum to pcsbids@hhsc.state.tx.us prior to the solicitation due date and time.
2. Acknowledge receipt of this addendum on the face of your response, or
3. Sign and return this addendum to HHSC-PCS with the solicitation response to Procurement and Contracting Services, 1100 W. 49th Street, Austin, TX 78756; or

FORT BEND COUNTY **Respondent Name**		 **Authorized Signature**
04/05/2019 **Date (MM/DD/YYYY)**	281-341-8608 **Phone**	County.Judge@Fortbendcountytx.gov **Email**

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TEXAS
Health and Human Services

Form PCS 121
07/15/2016

SOLICITATION ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation Name/Title:	DSHS HIV Prevention Services	**Solicitation No:**	HHS0000778
Solicitation Due Date:	04/08/2019	**Solicitation Due Time:**	02 00 PM
Addendum No.	4	**Addendum Date:**	03/12/2019

PCS Contact Information

Purchasing Contact Phone:	512.406.2458	**Purchasing Contact Name:**	Valerie Griffin
Purchasing Contact Email:	valerie.griffin@hhsc.state.tx.us		

Description of Addendum

BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ABOVE REFERENCED SOLICITATION:

This addendum addresses questions that were received for the HIV Prevention RFA. The questions and answers are attached to the addendum form.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL SOLICITATION

RETURN ADDENDUM ACKNOWLEDGMENT FORM AS INSTRUCTED, FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION ORESPONSE.

1. If respondent has submitted response prior to addendum, respondent may email the signed addendum to pcsbids@hhsc.state.tx.us prior to the solicitation due date and time.
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FORT BEND COUNTY		
Respondent Name		**Authorized Signature**
04/04/2019	281-341-8608	County.Judge@fortbendcountytx.gov
Date (MM/DD/YYYY)	**Phone**	**Email**

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HIV Prevention Services RFA ~ Vendor Questions & Answers
HHS0000778

No.	Page #	Section/Paragraph #	Associated Topic or Language	Response
1	N/A	N/A	A recent DSHS HIV Prevention Services RFA was released this week and we also received an email detailing an amendment that will extend our current contract until 12/2019. Do we need to apply to the RFA?	Current HIV Prevention, HIV Testlink and Routine Testing contracts expire 12/31/19. To be eligible to receive future funding, you **Must** apply to the HIV Prevention Services RFA.
2	N/A	N/A	Will Local Health Departments (LHDs) receive level funding?	Current HIV Prevention HIV Testlink and Routine Testing contracts expire 12/31/19. To be eligible to receive future funding, you **Must** apply to the HIV Prevention Services RFA.
3	N/A	N/A	Does the HIV Prevention grant come from HHSC?	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**). "System Agency" means the Texas Health and Human Services Commission, its officers, employees or authorized agents.
4	N/A	N/A	Are we eligible to apply for it?	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.
5	N/A	N/A	Is this a grant that we will have to compete for, for continued funding for next year?	To be eligible to receive future funding, you **Must** apply to the HIV Prevention Services RFA.
6	N/A	N/A	I was wondering if there was more information regarding the Routine HIV Screening in Health Care Settings. In particular, I was wondering if this category means that ASOs and CBOs partner with let us say Metro Health to perform routine HIV screenings or if this category is built to increase the capacity of clinics housed within	The intention of the Routine HIV Screening in Health Care Settings funding opportunity is for the emergency center, community health center or jail to make internal and sustainable systematic changes in their practices order to perform routine, opt-out and sustainable HIV screening as a standard of care within their patient services.

			ASOs and CBOs to increase the linkage of newly diagnosed clients to supportive services (EIS).	This funding opportunity is <u>not</u> intended to support an outside agency coming into an established health care setting and perform the HIV testing.
7	N/A	Work Plan for Funding Opportunity 3: PrEP/PEP Services/Paragraph 4	The text of the work plan requires applicant to detail plans to increase number of clinical providers but the Evaluation tool states: "plan to reach area clinical service providers". The Objective Table states "reached" as well. Is it the intent for the RFA for applicants to propose increasing the number of PrEP service providers?	The intention is for Applicants to plan for outreach and education to local clinical providers in an effort to increase access and availability of PrEP and nPEP in their communities. Applicants are expected to conduct these activities to reach clinical providers who are not currently prescribing PrEP or nPEP, in collaboration with providers and organizations who conduct clinical education to facilitate adoption of the intervention. RFA Requirements, p. 32: 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. 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. Workplan, p 8:

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				4. Describe your approaches to outreach and education of area clinical service providers and plans to increase the number of clinical providers in the community who prescribe PrEP and nPEP. 6. Describe your plans to coordinate outreach and education to clinical providers with other providers of PrEP and nPEP services and with other organizations conducting clinical education on these interventions. Attach letters/memoranda of agreement with collaborating partners.
8	N/A	Work Plan for Funding Opportunity 3: PrEP/PEP Services/Paragraph 5	The work plan requires applicant to address barriers but the evaluation tool only requires "assess the availability". Are applicants required to indicate how they will address or assess barriers?	Applicants are expected to describe their plans to assess/identify AND address barriers to prescribing PrEP and nPEP among local providers. Evaluation Tool, p. 7: 5.1 To what extent does the respondent describe a plan to assess the availability of PrEP/nPEP and barriers to prescribing PrEP and nPEP in the local medical community? Workplan, p 8: 5. Describe your plans to assess the availability of PrEP and nPEP from the local medical community, identify and address barriers and provide education and resources to the medical community.
9	N/A	Work Plan for Funding Opportunity 3: PrEP/PEP Services/Paragraph 8	Are applicants required to operate PrEP/PEP programs in strict adherence to CDC guidelines for prep initiation? Example: Would funded applicants be able to prescribe PrEP to an MSM who is proactively seeking PrEP because of planned risk behavior (ie: dating someone who is HIV positive), but reports not having had condomless anal sex or an STI in the past six months?	Applicants are required to follow the 2017 update to the Clinical Practice Guidelines. Clinicians, however, are not restricted in acting upon their best judgement with the intent to assist a patient so that they do not acquire HIV.
10	N/A	Work Plan for Funding Opportunity 3:	The CDC guidelines allow for the use of rapid HIV immunoassays for clinical determination of	Although, the 2017 update to the Clinical Practice Guidelines state a preference for lab-based

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		PrEP/PEP Services/Paragraph 8	HIV status at initiation (pg 41 of guidelines) and for all subsequent HIV testing (pg 38 of guidelines). Are applicants funded under this RFA permitted to use rapid HIV testing solely for determination of HIV status?	antigen/antibody testing, DSHS requires that grantees funded for PrEP and nPEP provision must include a lab based antigen/antibody test for confirming HIV negative results. If a point of care rapid test is preliminary positive then, per DSHS Policy Number 2013.02, funded programs must acquire a blood specimen via venipuncture and submit it for the full HIV diagnostic algorithm which includes lab-based antigen/antibody HIV assay and supplemental testing to confirm HIV status. Clinical Practice Guidelines, p. 40: Laboratory antigen/antibody tests (option 1) are preferred because they have the highest sensitivity for detecting acute HIV infection which is associated with high viral loads. While viral load testing is sensitive (option 2), healthcare providers should be aware that available assays might yield false positive low viral load results (e.g., <3,000 copies/mL) among persons without HIV infection. Without confirmatory tests, such false-positive results can lead to misdiagnosis of HIV infection. Repeat antibody testing (option 3) is least preferred because it delays determination of true HIV status and uninfected patients may have additional exposures and become infected without PrEP while waiting to retest. When clinicians prescribe PrEP based solely on the results of antibody-only or rapid tests ordering a laboratory antigen/antibody test at the time baseline labs are drawn is recommended. This will increase the likelihood of detecting unrecognized acute infection so that PrEP can be stopped and the patient started on antiretroviral treatment in a timely manner. DSHS Policy:

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				In accordance with **DSHS Policy Number** *2013.02* supplemental testing must be collected by venipuncture on-site immediately after a point of care (e.g., rapid) preliminary positive test result. All indeterminate and non-reactive supplemental tests must be automatically referred for Nucleic Acid Amplification Testing (NAAT) to determine if a client has an acute HIV transmission. Blood specimens allow access to the newest and most sensitive technology that can detect acute infections and also provide an opportunity to test for syphilis. Confirmatory testing using another protocol must be pre-approved by DSHS in writing.
11	38	2.6 Allowable Costs and Prohibited Uses of Funds/Paragraph D	Is the 10% amount noted above, inclusive of the 10% amount allowed for administrative costs (Section 2.6, paragraph C), or is the above in addition to the 10% administrative costs?	Paragraph C, states, "Administrative/indirect costs must be limited to 10% of the total contract amount'" Paragraph D, states, "<u>In addition</u>, a minimum of the total contract amount must be dedicated to planning, reporting and evaluation of the proposed activities."
12	43	Article III- "Administrative Information", Section Number 3.5.2- "Submission in Separate Parts"	(Apologies for the long text but this is the most confusing part of the RFA.) It is unclear how many applications we would need to submit depending on the number of opportunities and number of areas. Based on the explanation in the Evaluation Section 4.2, it sounds like it is one application for everything regardless of number of opportunities or locations but with a separate Work Plan for each opportunity. Yet as one read the RFA, the following questions arise: Example 1: If we are applying for opportunity B only in Area 1A and Area 1B, do we submit <u>two</u> separate sets of applications? Example 2: If we are applying for opportunity B and opportunity C, in Area 1B only, do we submit <u>two</u> separate sets of applications?	One application per HIV Service Delivery Area is required. In addition, only one budget is required regardless of Areas or Funding Opportunities; however, the Form I and Form- I-1, Budget Summary must be included. Example 1: Yes, if you are applying for two Areas within one Funding Opportunity two sets of applications are required. Example 2: One application is required if respondent is applying for multiple Funding Opportunities but the same Area; however, separate Work Plans and Performance Measures would be completed by Funding Opportunity. Example 3: Based on this example since respondent would be applying for two HIV Service Delivery Areas then two separate applications are required.

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			Example 3: If we are applying for opportunity B AND opportunity C, in Area 1A AND Area 1B, do we submit <u>four</u> separate applications? In essence, the answer would most likely be for one of the following questions: Is it one whole application set regardless of the number of opportunities and number of areas (with a separate Work Plan included per opportunity)? **OR** Is it one application set per opportunity which includes all the areas for the specific opportunity? **OR** Is it one application set per opportunity, per area (as in if someone was applying for all 5 opportunities in 4 areas, they would submit 20 separate application sets)?	
13	43	3.5 Solicitation Response Composition	Do you mean to say you want the RFA number and the deadline on the outside of the box (already addressed on page 44) **OR** do you want the RFA number and the deadline on each page of the proposal?	RFA number and deadline should be included in the address on the outside of the box.
14	44	3.5.2 Submission in Separate Parts	Let us assume we are submitting one application. Are you asking for ONE flash drive with the documents separated by parts/folders." instead since that's what it implies on the bottom of page 54?	Refer to Section 3.5.2 - Submission in Separate Parts
15	44	3.6 Solicitation Response Submission and Delivery	It sounds like you are asking for 3 items. Should this read: "Applicant must submit one (1) hard copy and one (1) electronic copy of all required documents as scanned versions (.pdf) on one (1) flash drive." instead since that's what it implies on the bottom of page 54?	One application per HIV Service Delivery Area is required. Applicant must submit one (1) hard copy and one (1) flash drive for each Area.
16	22	Section 2.5/Paragraph K	Condom Distribution is listed a required program component – is this a requirement of all components of the application or just the Core HIV Prevention Program component?	Page 21, 22; 2.5 PROGRAM REQUIREMENTS K. Grantee must make free condoms readily available to its clients. Grantee can request condoms from DSHS.
17	22	Section 2.5/Paragraph K	Does a Routine HIV testing applicant provide free condoms as a part of this contract	Page 21, 22; 2.5 PROGRAM REQUIREMENTS K. Grantee must make free condoms readily

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				available to its clients. Grantee can request condoms from DSHS.
18	23	Section 2.5.1/Paragraph F	Is it a programmatic requirement that routine HIV screening be conducted under a standing delegation order? Or is this something an organization can work toward?	Routine Screening does not require a standing delegation order.
19	32	Section 2.5.3/Paragraph B	What is meant by community? Could this be within a small community like outreach and education within an organization? Is community education in reference to education targeting the target populations across the HSDA or can it refer to internal community education (i.e., education within an organization or institution)?	"Community" refers to the broader community comprised of focus population(s) within the given HSDA. The expectation of applicants is that any staff or peers involved in PrEP/nPEP clinical and nonclinical services and outreach and education are equipped with a baseline knowledge of the intervention and a basic understanding of the process for initiating/reinitiating PrEP/nPEP. RFP, p. 32: 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. 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.
20	32	Section 2.5.3/Paragraph I	Does promotion of PrEP/nPEP among clinical providers be focused on one care system/organization or does it have to reach out to	Promotion for adoption of PrEP/nPEP among clinical providers is intended for the broader local medical community in the HSDA. While applicants are not

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			all clinical providers in a community as a whole (i.e., not a part of the funded organization)?	expected to reach every clinical provider in the HSDA/local community, they are expected to have a plan to increase the number of clinical providers who can prescribe PrEP/nPEP. Coordination with clinical providers and organizations who conduct clinical education in the area will help facilitate reaching as many clinical providers as possible. RFP, p. 32: 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. Workplan, p. 8: 1. Describe your approaches to outreach and education of area clinical service providers and plans to increase the number of clinical providers in the community who prescribe PrEP and nPEP. 2. Describe your plans to assess the availability of PrEP and nPEP from the local medical community, identify and address barriers and provide education and resources to the medical community.
21	32	Section 2.5.3/Paragraph G	Must the community advisory board requirement be filled by a consumer driven board (i.e., made up of people who use services)? Also, is this requirement only for Core Prevention activities?	The Community Advisory Board(s) outlined in the RFP must include consumers. Community Advisory Boards are required for PrEP/nPEP, Core Prevention, Client-Level Interventions and Structural Interventions activities. RFP, p. 27: Core Prevention

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				I. Grantee must maintain a Community Advisory Board to assist with programmatic decision making. RFP, p. 32: G. Grantee must use continuous community assessments to evaluate and improve recruitment and outreach strategies 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. RFP, p. 35: Client-Level Interventions 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 and maintain a Community Advisory Board to assist with programmatic decision making. RFP, p. 37: Structural Interventions J. 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

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				and improve recruitment and outreach strategies and maintain a Community Advisory Board to assist with programmatic decision making.
22	44	Section 3.6.3 Delivery/Paragraph 3	For submission it is noted that an applicant must submit one hard copy and one electronic copy. I would like to confirm if the electronic copy is only referring to that version saved on the flash drive and that electronic submission is not required.	One application per HIV Service Delivery Area is required. Applicant must submit one (1) hard copy and one (1) flash drive for each Area.
23	44	Section 3.6.3 Delivery/Paragraph 3	With the submission instructions it states that the flash drive should include Pdfs of documents. Can this be pdfs created on a computer (i.e., a file converted from word to pdf using Adobe) or must they be scanned pdfs?	Create the PDF however you would like; just as long as they are PDF's and compatible with Microsoft Office 2010.
24	20	Section 2.4 Eligible Applicants/Paragraph I	Does the outlined provision apply to entities organized outside of Texas given that AIDS Healthcare Foundation is not a Texas entity and there are no restrictions in California prohibiting a member, including the Executive Director, to be a voting member on the governing board? Also, does this mean that the President of a nonprofit corporation cannot be a voting member of the board of directors of that nonprofit?	Refer to Section 2.4 – Eligible Applicants: to be awarded a contract under this RFA; an Applicant must meet the following minimum qualifications.
25	41	Section 3.1/Paragraph 1 (table)	Tarrant County Public Health (TCPH) is a department of the Tarrant County Organization which is governed by a Commissioners Court. The Tarrant County Commissioners Court requires TCPH to submit all RFAs for approval TWO weeks ahead of the pending approval date. Not including a review from internal Tarrant County Contract Specialist. Example: An RFA submitted 2/5/2019 will not be considered for approval to proceed until 2/19/2019.	Refer to Section 3.1 – Schedule of Events Deadline for submitting questions is – March 1, 2019.

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			Can TCPH submit questions and receive direct feedback before the March 11, 2019 Answers to Question Posted Deadline? The March 11, 2019 date will limit our RFA preparations and TCPH internal approvals to one day as we are required to submit this RFA to the Commissioners Court for approval March 12, 2019.	
26	10	Section 2.1.2/Paragraph 1	TCPH - Adult Health Services (TCPH-AHS) as a community health organization serves the under and uninsured populations by providing STD treatment, testing and education. Does our clinic qualify for this funding opportunity? More specifically, could we do this in our current clinics or does this only apply to the locations listed (ER, Community Health Centers, etc.)? Are we allowed to partner/subcontract with a jail or ER medical services provider?	DSHS funded STD clinics are required to perform opt out routine HIV screening for all their STD patients. Please refer to the HIV/STD Program and Operating Procedures Chapter 4. https://www.dshs.texas.gov/hivstd/pops/chap04.shtm The intention of the Routine HIV Screening in Health Care Settings funding opportunity is for the emergency center, community health center or jail health programs make internal and sustainable systematic changes in their operations and practices order to perform routine, opt-out and sustainable HIV screening as a standard of care within their patient services. This funding opportunity is not intended to support an outside agency coming into an established health care setting to perform the HIV testing.
27	Form G	N/A	Should the projected numbers to be served reflect 12 month totals (the first year) or the total for five years?	Form G. All Performance Standards projected numbers to be served should reflect 12 month totals.
28	N/A	N/A	I wanted to ask if you know if extragenital testing will be a requirement for the HIV Prevention funding as this is not a requirement for CDC? I think it is a great recommendation, just wanted to ask? Let me know if you may answer this question or not? In working on this, the STD	Refer to 2.5.2 Funding Opportunity 2 - Core HIV Prevention Programs Program Requirements 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

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			Staff has advised that this is great; however, the funding may be an issue.	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.
29	N/A	N/A	In prior RFA's respondents were asked to develop a budget intervention summary as part of the application (ie testing, condom distribution, total request etc). I did not see this requirement included in the current RFA. Will a budget intervention summary not be required as part of the submission?	Addendum posted on 3/4/2019 adding Budget Summary form.
30	N/A	N/A	We received a notification of a funding opportunity from the Health Department and after reviewed it we would like to know if we should apply for the 2020 period under that? We qualify for the group on Routine HIV Screening in Healthcare Settings Routine HIV Screening in Healthcare Settings which is our current RFA funding. We would like to double check if we should apply or current funding will be extended it on 2020.	Current HIV Prevention, HIV Testlink and Routine Testing contracts expire 12/31/19. To be eligible to receive future funding, you **Must** apply to the HIV Prevention Services RFA.
31	N/A	N/A	We are P.A.L.M. Center, Project Aids Land Manor Inc. We have a serious track record in HIV/HEI Intervention/Prevention/Education/Outreach in region 5. We want to begin this Grant request immediately. Thanks for any assistance available.	To be eligible to receive future funding, you **Must** apply to the HIV Prevention Services RFA.
32	N/A	N/A	I would like to apply for this grant. We have a center and it would be grant for community outreach for this program targeting ages 13-45.	To be eligible to receive future funding, you **Must** apply to the HIV Prevention Services RFA.
33	31	2.5.2 DD	"Grantee will use enhanced linkage and engagement programs."" and Form H. Workplan Linkage and Engagement in HIV-Related Medical Care #2. c.	No. Enhanced linkage and engagement interventions are not required; however, Applicants 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.

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			pages not numbered "If you propose to use an enhanced linkage intervention..." Question: these two statements seem contradictory. Must an applicant use an enhanced linkage intervention?	
34	N/A	Form B	If a Governmental Entity Complete Form B-1 Question: Where can Form B-1 be found?	Addendum posted on 2/27/2019 adding Form B-1 & B-2.
35	18	2.3 Grant Award and Term; 2.3.1 Available Funding/Paragraph 1	Is there a total application ceiling amount that may be requested?	Review Section 2.3 – Table 7.
36	32	2.5 Program Requirements; 2.5.3 Funding Opportunity 3 - PrEP and nPEP Program Requirements; I/Paragraph 6	What are eligible and ineligible activities for educating providers?	Activities should be tailored to fit the educational needs of the participants to assist in building knowledge, capacity, and ability to assess and provide appropriate PrEP services for the community and their patients.
37	32	2.5 Program Requirements; 2.5.3 Funding Opportunity 3 - PrEP and nPEP Program Requirements; I/Paragraph 6	Is food an allowable expense as part of provider engagement?	Review page 39. Grant funds also may not be used to support the following services, activities, and costs: 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;
38	32	2.5 Program Requirements; 2.5.3 Funding Opportunity 3 - PrEP and nPEP Program Requirements; I/Paragraph 6	What if multiple organizations apply for this service category? How is coordination and collaboration addressed?	DSHS anticipates that multiple organizations will be applying for this service category. Applicants must describe their plans to collaborate and coordinate with local providers and organizations, including identification of existing entities in their HSDA/ local medical community, establishment of MOAs/MOUs and coordination for outreach to clinical providers. RFP, p. 32: I. Grantee must undertake activities to increase the number of clinical providers in the community who

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				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. Work Plan, p. 8: 1. Describe your plans to coordinate outreach and education to clinical providers with other providers of PrEP and nPEP services and with other organizations conducting clinical education on these interventions. Attach letters/memoranda of agreement with collaborating partners. Evaluation Tool, p. 7: 6. To what extent does the respondent identify other PrEP/nPEP providers and organizations that conduct clinical education on PrEP /nPEP in their service area(s) and provide a clear description of how clinical outreach will be coordinated?
39	37	2.6 Allowable Costs and Prohibited Uses Of Funds; A/Paragraph 1	What is definition of "payment of last resort?"	The program (DSHS) is the **payer of last resort**. If another insurer or program has the responsibility to pay for costs incurred by a Medicaid-eligible individual, that entity is generally required to pay all or part of the cost of the claim prior to Medicaid making any payment.
40	39	2.6 Allowable Costs and Prohibited Uses Of Funds; K; 7/Paragraph 7	What is definition of "promotional gifts?"	Promotional gifts include items that do not benefit the program and are not used for client recruitment or to increase community awareness. Promotional gifts promote the agency but not the program.

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41	54	Article IX. Submission Checklist; Copies of Application Package/Paragraph 3	Are multiple hard-copies needed? Or only 1 hard-copy and 1 electronic copy on 1 flash drive? Are we required to email the electronic copy to the point of contact?	One application per HIV Service Delivery Area is required. Applicant must submit one (1) hard copy and one (1) flash drive for each Area.
42	54	Article IX. Submission Checklist	Are references to be listed as: 1) Footnotes 2) End notes for each form 3) A separate attachment for the complete RFA	References should be listed in a footnote format.
43	19	2.3.1 Available Funding	What does that mean exactly? What is the award cap and what is the typical award for the City of Houston?	Review Section 2.3 – Table 7.
44	18	2.3.1 Available Funding/Table 7	Is Area 1C Houston referring to all of Harris County?	Area 1C Houston refers to the Houston HIV Service Delivery Area. Counties in this HSDA are listed in Appendix 1.
45	19	2.4 Eligible Applicants/Paragraph D	Does Community Health Centers refer only to Federally Qualified Community Health Centers? Can you clarify what is your definition of a Community Health Center?	See page 22; 2.5.1, paragraphs A and B. Preventive Task Force Grade A. The term does not refer only to Federally Qualified Community Health Centers. Community Health Centers generally refers to health facilities that provide primary care and public health services for low-income and uninsured populations. The intention for the funding is to support emergency centers, jail health centers, and **primary care offices** within Community Health Centers in implementing sustainable opt-out routine HIV screening as described in the CDC's recommendations for routine HIV screening in health care settings and the United States
46	31	2.5.3/Paragraph A	Is it a requirement to include nPEP in the RFA response, or can we exclusively write to PrEP for Funding Opportunity 3?	Review Section 2.5.3 Paragraph A. nPEP services are optional.
47	2	Exhibit C Attachment 2/Paragraphs 6-7-8	Do questions 6, 7 and 8 pertain to the overall organization or just the proposed project operation?	Overall organization.
48	54	Article IX. Submission Checklist/Paragraph 1	Does an applicant submit one proposal response inclusive of all required sections, attachments and documents for each funding opportunity or a	Yes, one proposal is submitted for multiple Funding Opportunities; however, separate Work Plans and Performance Measures would be completed by Funding Opportunity.

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			consolidated proposal with multiple funding opportunities embedded within it?	Please note separate application are only required when submitting proposals or multiple HIV Service Delivery Areas.
49	54	Article IX. Submission Checklist/Paragraph 1	Given the RFA is interactive, are responses required to be inserted into the actual RFA document by section with the final submission inclusive of the instructional RFA language or in a separate document without the instructional language of the RFA?	Responses are not required to be inserted into the actual RFA document. Instructional language does not need to be included in the response. Responses must be numbered to match the items being addressed.
50	N/A	Form E/Paragraph 4	Does the organizational chart attachment required in Form E count toward the 8 page limit?	No.
51	N/A	Form H – Work Plan for Funding Opportunity 2: Core HIV Prevention Programs – Linkage and Engagement in HIV-Related Medical Care	Do the letters/memoranda of agreement requested in the work plan count toward the 6 page limit? Will this be true for all work plans requesting letters/memoranda of agreements?	No. Page limits do not include attachments.
52	N/A	Form H – Work Plan for Funding Opportunity 2: Core HIV Prevention Programs – Linkage and Engagement in HIV-Related Medical Care	Are the letters/memoranda of agreement requested to be placed immediately following the work plan or as appendices at the end of the proposal? Will this be the same format for all requested letters of memoranda within the work plan sections?	Letters/memoranda of agreement should be included as appendices at the end of the proposal. Yes, the same format applies to all requested letters/memoranda of agreements within the work plan section.
53	27	2.5.2 – J/Paragraph 7	1. Does the Community Advisory Board (CAB) mentioned, need to be a new entity or can it be an already existing body? 2. Who needs to be on this CAB?	It can be an already existing body. Relevant community members, including members of the program's core priority populations, who are capable of informing programmatic decision should be on the Community Advisory Board.
54	2	Form H - Work Plan for Funding Opportunity 4: Client Level Programs	Please clarify what "reach" means. Is this reach inclusive of agency collaborations and/or with priority populations?	In this context, reach is related to impact. DSHS expects Applicants to describe how they will ensure that their efforts impact the largest number of people in the priority population. Agency collaborations is an acceptable method to increase reach.
55	4	Form H -Work Plan for Funding Opportunity 2:	Many of our memoranda of agreements contain items that cross all scope of work, thus where	Multiple copies are not necessary. A single letter/memoranda or agreement with one entity that

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		Core HIV Prevention Programs	MOAs are required to be attached, should multiple copies of MOA's be submitted for each area where MOA's are requested in the (each) work plan?	demonstrates a working relationship across multiple funding opportunities is sufficient.
56	1	From H- Work Plan for Funding Opportunity 5: Structural Interventions	Can we write to a "one time" funding for FY21 with in this section for a mobile outreach van which will support mobile PrEP services.?	Applications including one time purchases that are reasonable and related to carrying out the scope are allowable. Please note that respondents must remain within the funding caps outlined in Section 2.3 on page 18.
57	N/A	N/A	Are Local Health Departments eligible to apply for one or more of the funding opportunities?	To be eligible to receive future funding, you **Must** apply to the HIV Prevention Services RFA.
58	N/A	N/A	We do not see Wichita Falls listed at all and are a little concerned. Was this just an oversight?	Review Section 2.2.1 – Wichita Falls is listed in Area 4, which is ineligible for funded prevention services under this RFA.
59	N/A	N/A	Managed Care Center is applying for funding in two areas, Do I submit a completed RFP for each funding area or do I submit one RFP with two budgets?	Application per HIV Service Delivery Area is required. In addition, only one budget is required regardless of areas or funding opportunities; however, the Form I and Form- I-1, Budget Summary must be included.
60	N/A	N/A	Baptist Hospitals of Southeast Texas is a currently funded Routine Testing partner with DSHS. We would like to apply for funding from the enclosed RFP to extend our Routine Screening services to our external partners. Please let us know if this would cause a conflict of interest with our current Routine Screening funding.	Current HIV Prevention, HIV Testlink and Routine Testing contracts expire 12/31/19. To be eligible to receive future funding, you **Must** apply to the HIV Prevention Services RFA.
61	19	2.3.1 Available Funding/Paragraph 1	What is your definition of "providers in the City of Houston"?	Providers include those organizations that primarily provide HIV prevention services within the geographic boundaries of the City of Houston.

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62	33	2.5.3 Funding Opportunity 3 – PrEP and nPEP Program Requirements/Paragraph N	Will grantees be able to utilize the DSHS lab for any of the medical testing associated with PrEP and/or nPEP? Would DSHS' standard lab charges apply?	Testing provided by the DSHS lab includes: Creatinine; HIV; Syphilis; Hepatitis; and Urine based chlamydia and gonorrhea. As of March 11, 2019, the DSHS lab is unable to process extra-genital chlamydia and gonorrhea samples. Costs associated with submitting specimens to the DSHS lab (with the exception of shipping and specimen collection supplies) should not be included in the proposed budget.
63	N/A	Form G/ Funding Opportunity 2: Core Prevention Performance Standards and Objectives	#1- Can the number of tests for your selected priority population(s) equal less than the total number of projected tests established for Objective A? #2- Can we select more than two priority populations for testing? Example, Hispanic MSM, Black MSM and White MSM and establish number of tests for each priority population?	#1 - Yes. #2 – No. Efforts are better focused with only two priority populations. This does not mean that other populations outside of the two priority populations will not receive HIV testing. They simply will not be the priority.
64	N/A	Form H: Work Plan/ Work Plan for Funding Opportunity 2: Core HIV Prevention Programs	What is your definition of "media platform" and "private platform"?	Media platform is a general term used to describe any type of media. This can include print, radio, television, websites, blogs, dating sites/apps, social media, podcasts, etc. Disregard the term private platform.
65	N/A	Appendix 2: Setting HIV Morbidity Areas	Does the exclusion of the City of Houston from the determination of the locally relevant populations in the Houston HSDA impact an applicant's proposed activities in Harris County?	The exclusion of city of Houston information does not change the listed focus populations and optional focus populations for applicants proposing to serve the Houston HSDA or any of the counties in the HSDA.

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66	N/A	Appendix 3: Selecting Locally-Relevant Focus Populations/ Table 2	#1- For table 2, Houston HSDA, how many PLWH 2016 and new dx 2012-2016 for each population are from Harris County (excluding City of Houston)? #2- Could you provide the zip codes in Harris County included in determining the locally relevant populations in the Houston HSDA?	1 – Submit a data request to @TBHIVSTDdata@dsh.texas.gov 2 - Zip codes were not used to determine locally relevant populations in the Houston HSDA.
67	N/A	Work plan for funding opportunity 2: Core HIV Prevention Programs/Paragraph C	Is there an expectation of applicants to get letters or MOAs from Facebook, Snapchat, Instagram, Twitter, Tinder, Grindr, etc? Please explain definition of "private platform".	There is no such expectation. Disregard the term private platform.
68	54	Article IX. Submission Checklist/Paragraph 1	Are additional attachments/appendices allowed to be included, such as a poster presentation overview of clients served or other pertinent, related information not previously asked for within the work plans or RFA? If so, is there a page limitation?	Applicants should not include additional information not specifically requested in the RFA.
69	54	Article IX. Submission Checklist/Paragraph 1	If references are to be added as footnotes or end notes for each form, do they count toward the page count limitation?	Yes.

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TEXAS
Health and Human Services

Form PCS 121
07/15/2016

SOLICITATION ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation Name/Title:	DSHS HIV Prevention Services	**Solicitation No:**	HHS0000778
Solicitation Due Date:	04/08/2019	**Solicitation Due Time:**	02 00 PM
Addendum No.	3	**Addendum Date:**	03/04/2019

PCS Contact Information

Purchasing Contact Phone:	512.406.2458	**Purchasing Contact Name:**	Valerie Griffin
Purchasing Contact Email:	valerie.griffin@hhsc.state.tx.us		

Description of Addendum

BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ABOVE REFERENCED SOLICITATION:

Replaced entire solicitation document and zipped file containing forms and exhibits. (One form that was previously omitted has been incorporated into the RFA, Form I-1 Budget Summary)

Section 7.1 has been revised to reflect the addition of the form.

Form I-1 has also been added to the zipped file containing the forms and exhibits.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL SOLICITATION

RETURN ADDENDUM ACKNOWLEDGMENT FORM AS INSTRUCTED, FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION ORESPONSE.

1. If respondent has submitted response prior to addendum, respondent may email the signed addendum to pcsbids@hhsc.state.tx.us prior to the solicitation due date and time.
2. Acknowledge receipt of this addendum on the face of your response, or
3. Sign and return this addendum to HHSC-PCS with the solicitation response to Procurement and Contracting Services, 1100 W. 49th Street, Austin, TX 78756; or

FORT BEND COUNTY		
Respondent Name		**Authorized Signature**
04/05/2019	281-341-8608	County.Judge@fortbendcountytx.gov
Date (MM/DD/YYYY)	**Phone**	**Email**

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TEXAS Health and Human Services

Form PCS 121
07/15/2016

SOLICITATION ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation Name/Title:	DSHS HIV Prevention Services	**Solicitation No:**	HHS0000778
Solicitation Due Date:	04/08/2019	**Solicitation Due Time:**	02 00 PM
Addendum No.	1	**Addendum Date:**	02/11/2019

PCS Contact Information

Purchasing Contact Phone:	512.406.2458	**Purchasing Contact Name:**	Valerie Griffin
Purchasing Contact Email:	valerie.griffin@hhsc.state.tx.us		

Description of Addendum

BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ABOVE REFERENCED SOLICITATION:

Replaced entire solicitation packet. (Table 1 - HSDA's in each area on page 12 has been modified) Exhibit H-Certification regarding Lobbying has also been added to the zipped file containing the forms and exhibits.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL SOLICITATION

RETURN ADDENDUM ACKNOWLEDGMENT FORM AS INSTRUCTED, FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION ORESPONSE.

1. If respondent has submitted response prior to addendum, respondent may email the signed addendum to pcsbids@hhsc.state.tx.us prior to the solicitation due date and time.
2. Acknowledge receipt of this addendum on the face of your response, or
3. Sign and return this addendum to HHSC-PCS with the solicitation response to Procurement and Contracting Services, 1100 W. 49th Street, Austin, TX 78756; or

Fort Bend County **Respondent Name**		 **Authorized Signature**
04/02/2019 **Date (MM/DD/YYYY)**	281-341-8608 **Phone**	County.Judge@fortbendcountytx.gov **Email**

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AIDS FOUNDATION HOUSTON

Preventing HIV in the community,
serving the HIV community.

AIDS Foundation Houston
6260 Westpark Dr.
Houston, TX 77057
RE: Request for Applications for HIV Prevention Services, RFA No. HHS0000778

March 21, 2019

To the HIV Prevention Program of Fort Bend County:

In order to end HIV in Texas, AIDS Foundation Houston wishes to collaborate with Fort Bend County to utilize each organization's services to their full potential. The parties therefore agree to work together in one or more of the following areas and refer clients and accept client referrals as needed and appropriate for the populations at risk for acquiring and transmitting HIV, designated in this RFA as Hispanic MSM, Black MSM, White MSM, transgender persons and Black Heterosexual Women:

- Provide space in their location or at their event for engagement of the targeted populations, to include HIV/STD/PrEP/nPEP education and recruitment for testing or provision of PrEP/nPEP and other support services.
- Provide space for testing for HIV/STDs and distribution of condoms
- Serve as a condom distribution partner and/or site
- Collaborate with County to implement engagement, testing, linkage to care, and condom distribution
- Coordinate efforts for outreach and education to clinical providers to encourage adoption of PrEP/nPEP
- Collaborate in the integration of PrEP/nPEP with services for HIV prevention, treatment, viral hepatitis or STD

The parties will seek to keep communications open and to continue to review strategies for improving service delivery in the effort to end HIV in our communities.

Sincerely,

FOR Mike Buse, Interim Chief Executive Officer

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THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF FORT BEND §

COLLABORATION AGREEMENT BETWEEN FORT BEND COUNTY AND AVENUE 360 HEALTH & WELLNESS REGARDING CONTINUUM OF CARE FOR HIV/AIDS TREATMENT AND PRE-EXPOSURE PROPHYLAXIS

This Collaboration Agreement (Agreement) is entered into between Fort Bend County ("COUNTY"), acting herein by and through its Commissioners' Court and Avenue 360 Health & Wellness (formerly known as Houston Area Community Services) ("AGENCY"), a non-profit governed by the laws of Texas.

RECITALS

WHEREAS, both County and Agency wish to enter into this Agreement to work together to ensure that residents in Fort Bend County have access to healthcare services; and

WHEREAS, both County and Agency wish to reduce duplication of service delivery, and maximize available resources; and

WHEREAS, this collaborative effort between County and Agency to respond to the growing health care needs of HIV positive individuals in Fort Bend County serves a public purpose;

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

I. PURPOSE

This Agreement delineates the responsibilities of the County and Agency for activities related to the health services provided by the County and the Agency for HIV positive individuals.

II. SCOPE

No provision in this Agreement limits the activities of the County in performing local and state functions.

III. DEFINITIONS and ACRONYMS

A. "PrEP"- Pre-exposure prophylaxis; measures designed to prevent the occurrence of HIV/AIDS or its dissemination.
B. "Newly Diagnosed HIV Positive Individuals" - clients diagnosed as being HIV positive who have not received prior treatment as it relates to this Agreement by County or Agency.
C. "PLWHA"- Persons Living with HIV/AIDS.

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D. "Out-of-care" - those HIV positive clients who have not had a primary medical care encounter within the previous six (6) months.
E. "Appropriate Care"-level of care as determined by FBCHHS.

IV. GENERAL RESPONSIBILITIES

COUNTY DUTIES:

A. County will make reasonable efforts to link newly diagnosed HIV positive clients and those Persons Living with HIV/AIDS (PLWHA) defined as "out-of-care" with County and Agency services to provide appropriate care.
B. County will refer to Agency those newly diagnosed or out-of-care HIV positive clients desiring services from Agency for HIV services by paper referral given to client and a follow-up connection call to Agency.
C. County will request information regarding client's attendance at HIV related medical appointments at least until determination of administration of antiretroviral medications by the Agency.
D. County will monitor the delivery of services in a manner as determined by County in order to provide coordination of services and avoid duplication of services.
E. County will provide Agency with a County point of contact to answer questions or concerns regarding the health services described in this Agreement.
F. County will assure that any information gathered during the course of this Agreement will be kept in a secure manner.
G. County will make reasonable efforts to identify high-risk clients and attempt to link those clients to Agency PrEP services as appropriate.

AGENCY DUTIES:

A. Agency will provide HIV related and other medical care as appropriate to clients referred to Agency for these services.
B. Agency will monitor the delivery of services in a manner as determined by County in order to provide coordination of services and avoid duplication of services.
C. After receiving a signed client release from the client, Agency will provide to the County information regarding client's attendance at HIV related medical appointments.
D. Agency will provide County with an Agency point of contact to answer questions or concerns regarding the health services described in this Agreement.
E. Agency will assure that any information gathered during the course of this Agreement will be kept in a secure manner.
F. Agency agrees to refer and accept referrals for services as appropriate for clients.

ADDITIONAL DUTIES:

A. Both will serve all eligible clients regardless of race, gender, sexual preference or religion, seeking to eliminate any discriminatory practices related to client care.
B. Both entities will establish programs that focus on the client's health outcomes.

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C. Both entities will seek to provide high quality care that exceeds the standards of care set by the governing bodies.
D. Both entities will keep communication open and on-going to review strategies for improving service delivery and ensure the objectives for this agreement are fully met.

V. COMPENSATION

Nothing in this Agreement, whether express or implied, will confer upon either party any right to compensation for services under this Agreement.

VI. INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of the County or the Agency. No provision of this Agreement or act of Agency in performance of the Agreement shall be construed as making the Agency the agent, servant or employee of County, the State of Texas or the United States Government. The Agency is solely responsible for employee payrolls and claims arising therefrom. The Agency shall notify County of the threat of lawsuit or of any actual suit filed against the Agency pertaining to this Agreement or which would adversely affect the Agency's ability to perform services under this Agreement.

VII. CONFIDENTIALITY

A. Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Agency or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information").

B. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Agency) publicly known or is contained in a publicly available document; (b) is rightfully in Agency's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Agency who can be shown to have had no access to the Confidential Information.

C. Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Agency shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Agency shall advise County immediately in the event Agency learns or has reason to believe that any person

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who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Agency will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Agency against any such person. Agency agrees that, except as directed by County, Agency will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Agency will promptly turn over to County all documents, papers, and other matter in Agency's possession which embody Confidential Information.

D. Agency acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Agency acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

E. Agency in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

F. Agency expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Agency shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

VIII. INSPECTION OF BOOKS AND RECORDS

Agency will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Agency for the purpose of verifying the amount of work performed under this Agreement. County's right to inspect survives the termination of this Agreement for a period of four years.

IX. TIME OF PERFORMANCE

This Agreement shall remain in effect through December 31, 2018, at which time the Agreement shall automatically renew for an additional five (5) one-year terms, ending December 31, 2024.

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X. LIABILITY

AS PERMITTED BY LAW, AGENCY SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF AGENCY ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF AGENCY OR ANY OF AGENCY'S AGENTS, SERVANTS OR EMPLOYEES.

XI. NOTICE

A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County:

Kaye M. Reynolds, DrPH
Deputy Director, Health & Human Services
Fort Bend County Health & Human Services
4520 Reading Rd., Suite A100
Rosenberg, Texas 77471
Office: 281-238-3519
Cell: 832-407-7385
Pager: 281-434-6394
Kaye.Reynolds@fortbendcountytx.gov

AND

Ngombe Bitendelo, RN, BSN, MPH, CIC
Director of Clinical Health Services
Fort Bend County Health & Human Services
4520 Reading Rd., Suite A100
Rosenberg, Texas 77471
Office: 281-238-3548
Fax: 281-342-7371
Ngombe.Bitendelo@fortbendcountytx.gov

With a copy to:

Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

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Agency: Avenue 360 Health & Wellness
Attn: Chief Executive Officer
2150 W. 18th St., Suite 300
Houston, Texas 77008

C. Notice is effective only if the party giving or making the Notice has complied with subsections C.1 and C.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

XII. INSURANCE

A. Prior to commencement of the Services, Agency shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Agency shall provide certified copies of insurance endorsements and/or policies if requested by County. Agency shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Agency shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

1. Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.
2. Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
3. Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
4. Professional Liability insurance with limits not less than $1,000,000.

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B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Agency shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

C. If required coverage is written on a claims-made basis, Agency warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the Agreement is completed.

XIII. GOVERNING LAW; VENUE

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

XIV. COMPLIANCE WITH LAWS

Agency shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Agency shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

XV. PUBLICITY

Agency may not undergo publicity including contact with residents of Fort Bend County, media outlets, or other governmental agencies with regard to services rendered under this Agreement without the express written permission of County, except where required to do so by law.

XVI. CONFLICT

Any provision of this Agreement later found to be in conflict with federal law or regulation, or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this Agreement, and the remainder of the Agreement shall remain in full force and effect.

XVII. WAIVER

A waiver by either party of a breach of this Agreement by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Agreement.

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XVIII. ASSIGNMENT

Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this Section, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

XIX. MODIFICATION

This Agreement may be modified or amended only with the written agreement of each of the parties.

XX. ENTIRETY

This Agreement, along with any amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written.

Both parties to this Collaboration Agreement hereby agree to any and all provisions as stipulated above.

{Execution Page Follows}

{Remainder Intentionally Left Blank}

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IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY:

Robert E. Hebert, County Judge

6-26-2018
Date

AVENUE 360 HEALTH & WELLNESS:

Joe C. Fuentes, Jr., MBA
Chief Executive Officer

5/23/2018
Date

ATTEST:

Laura Richard, County Clerk

COMMISSIONERS COURT
TEXAS
FORT BEND COUNTY, TEXAS

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Policy

To: Staff

From: Ngombe Bitendelo, RN, BSN, MPH, Director of Clinical Health Services

Date: March 19, 2019

Re: Health Information by Phone

I. Policy

It is the policy of the FBCCHS to ensure that staff properly identify clients before giving them health information by phone in order to protect the confidentiality of the client's health information.

II. Procedure

To properly identify clients three items must be verified:

1. Client's name
2. Client's date of birth
3. Something unique to the client that was discussed when face-to-face with the client

To accomplish this, staff will ask the client to give staff their name and date of birth, and to answer a specific question related to their visit with staff. Staff will not say, for example, "Is your name Mary Jones? or "Is your date of birth January 1, 2000?". Staff will say: "Tell me your name and date of birth." Or, for example, "What was your main concern during your last visit?" This affords the client the opportunity to give staff the information directly.

After properly identifying the client, staff may give health information by phone as otherwise allowed. Please note that HIV positive results may not be given by phone according to Texas state law.

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CENTERS FOR MEDICARE & MEDICAID SERVICES

CLINICAL LABORATORY IMPROVEMENT AMENDMENTS

CERTIFICATE OF WAIVER

LABORATORY NAME AND ADDRESS

FORT BEND COUNTY CLINICAL HEALTH SERVI
4520 READING RD, STE A
ROSENBERG, TX 77471

CLIA ID NUMBER

[redacted]

EFFECTIVE DATE

08/16/2018

LABORATORY DIRECTOR

NGOMBE BITENDELO R.N.

EXPIRATION DATE

08/15/2020

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.

CMS
CENTERS FOR MEDICARE & MEDICAID SERVICES

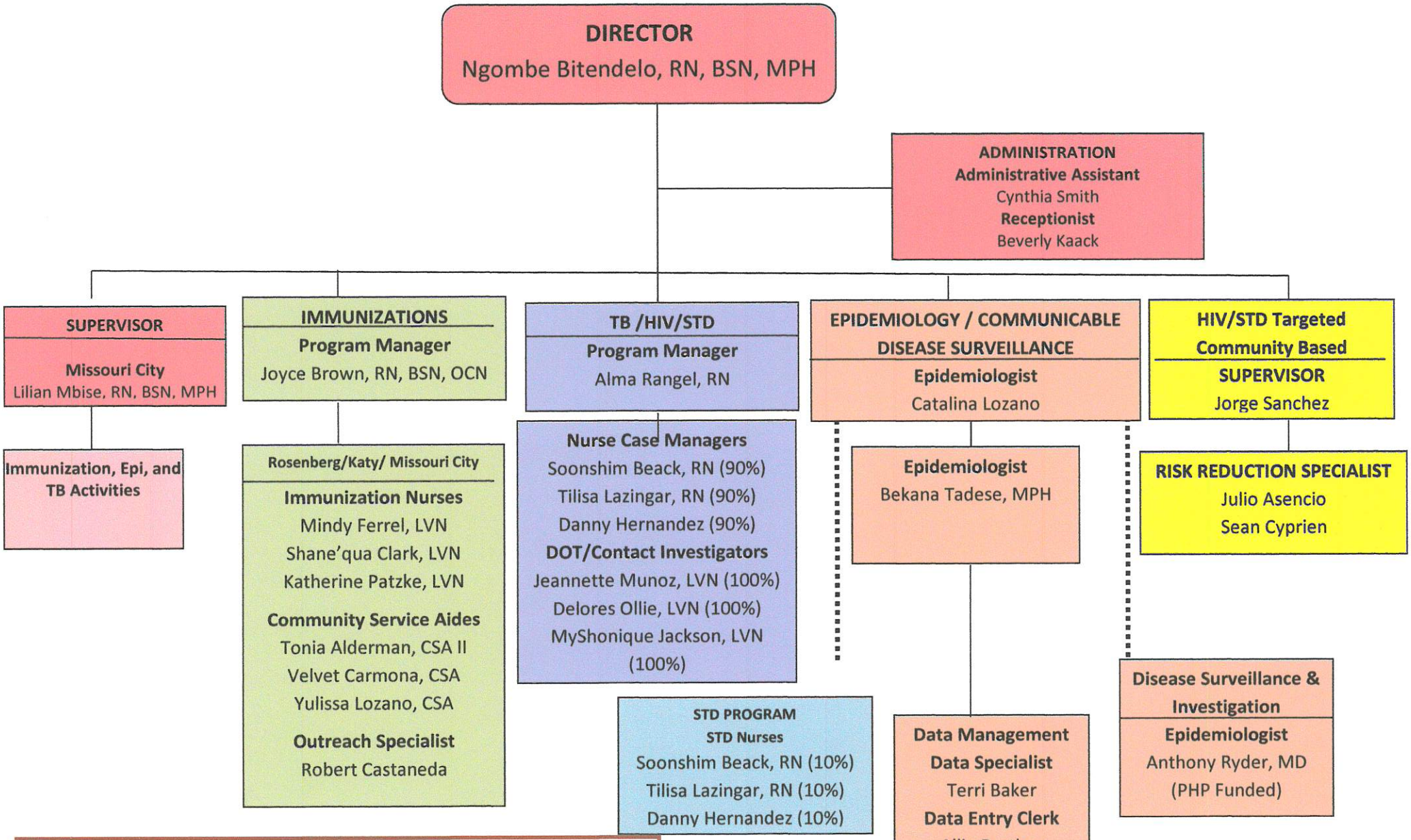
Karen W. Dyer

Karen W. Dyer, Director
Division of Laboratory Services
Survey and Certification Group
Center for Clinical Standards and Quality

1844 certs1_071718

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CLINICAL HEALTH SERVICES



Medical Direction and Standing Orders for Immunization, STD and Communicable Disease practice fall under Mary desVignes-Kendrick, MD through the Director, Ngombe Bitendelo, RN, BSN, MPH

Medical Direction and Standing Orders for TB practice fall under the contracted TB physician, Jacquelyn-Johnson Minter. MD through the Director, Ngombe Bitendelo, RN

Revised 03/13/2019

DocuSign Envelope ID: F3B65FCE-39D0-4E02-91E2-2880FA0165D0

Fort Bend Women's Center in Richmond
2010 Preston St.
Richmond, TX 77469
RE: Request for Applications for HIV Prevention Services, RFA No. HHS0000778

March 22, 2019

To the HIV Prevention Program of Fort Bend County:

In order to end HIV in Texas, Fort Bend Women's Center in Richmond wishes to collaborate with Fort Bend County to utilize each organization's services to their full potential. The parties therefore agree to work together in one or more of the following areas and refer clients and accept client referrals as needed and appropriate for the populations at risk for acquiring and transmitting HIV, designated in this RFA as Hispanic MSM, Black MSM, White MSM, transgender persons and Black Heterosexual Women:

- ☑ Provide space in their location or at their event for engagement of the targeted populations, to include HIV/STD/PrEP/nPEP education and recruitment for testing or provision of PrEP/nPEP and other support services.
- ☑ Provide space for testing for HIV/STDs and distribution of condoms
- ☑ Serve as a condom distribution partner and/or site
- ☐ Collaborate with County to implement engagement, testing, linkage to care, and condom distribution
- ☑ Coordinate efforts for outreach and education to clinical providers to encourage adoption of PrEP/nPEP
- ☑ Collaborate in the integration of PrEP/nPEP with services for HIV prevention, treatment, viral hepatitis or STD

The parties will seek to keep communications open and to continue to review strategies for improving service delivery in the effort to end HIV in our communities.

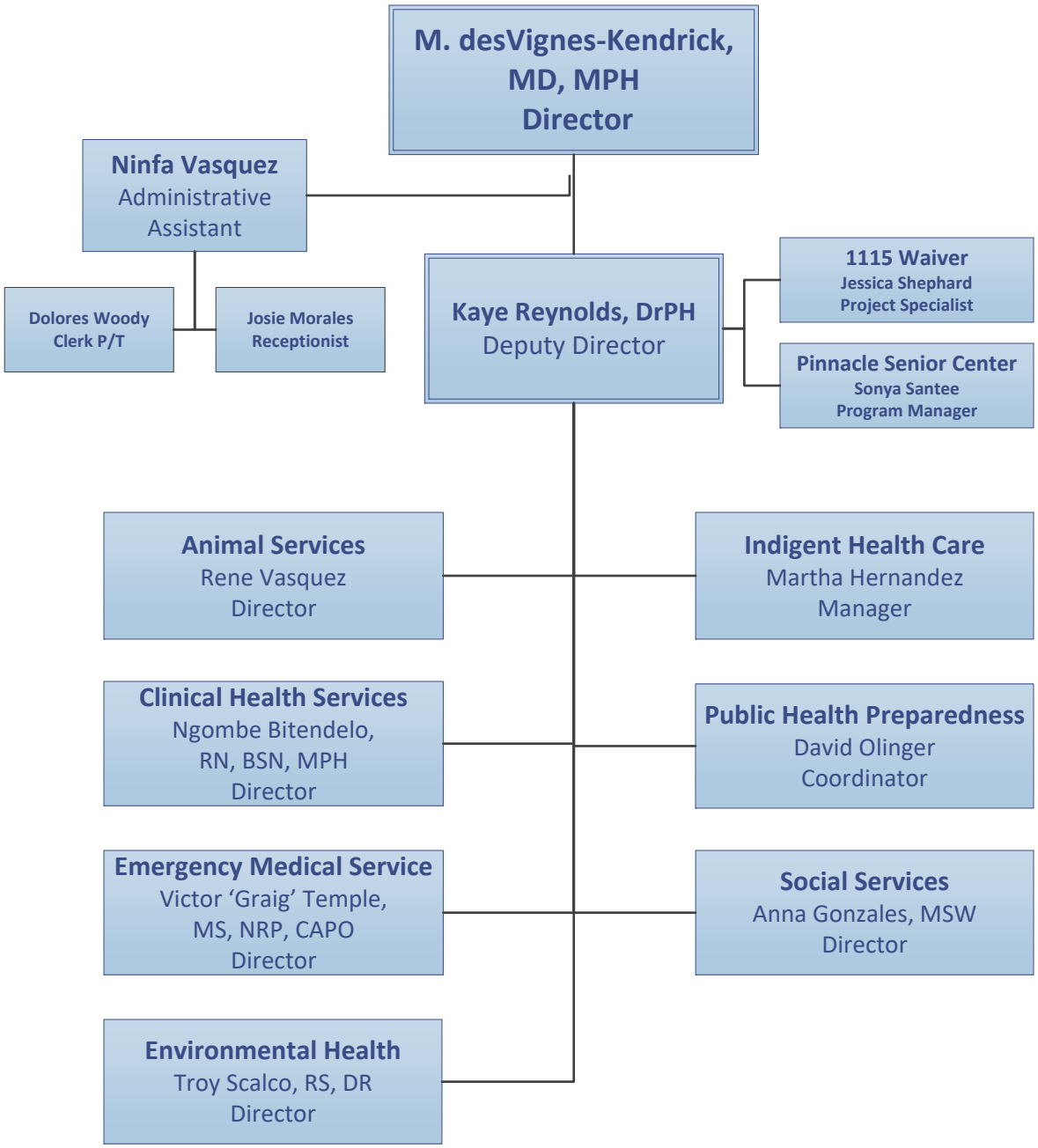
Sincerely,

Katherin Sanders

Fort Bend Women's Center in Richmond
Katherin Sanders
Director of Fort Bend Women's Center

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Fort Bend County
Health & Human Services



DocuSign Envelope ID: F3B65FCE-39D0-4E02-91E2-2880FA0165D0

Fort Bend Regional Council
10435 Greenbough Dr. #250
Stafford, TX 77477
RE: Request for Applications for HIV Prevention Services, RFA No. HHS0000778

March 4, 2019

To the HIV Prevention Program of Fort Bend County:

In order to end HIV in Texas, Fort Bend Regional Council wishes to collaborate with Fort Bend County to utilize each organization's services to their full potential. The parties therefore agree to work together in one or more of the following areas and refer clients and accept client referrals as needed and appropriate for the populations at risk for acquiring and transmitting HIV, designated in this RFA as Hispanic MSM, Black MSM, White MSM, transgender persons and Black Heterosexual Women:

- ☑ Provide space in their location or at their event for engagement of the targeted populations, to include HIV/STD/PrEP/nPEP education and recruitment for testing or provision of PrEP/nPEP and other support services.
- ☑ Provide space for testing for HIV/STDs and distribution of condoms
- ☑ Serve as a condom distribution partner and/or site
- ☑ Collaborate with County to implement engagement, testing, linkage to care, and condom distribution
- ☐ Coordinate efforts for outreach and education to clinical providers to encourage adoption of PrEP/nPEP
- ☐ Collaborate in the integration of PrEP/nPEP with services for HIV prevention, treatment, viral hepatitis or STD

The parties will seek to keep communications open and to continue to review strategies for improving service delivery in the effort to end HIV in our communities.

Sincerely,

John Robson - LCDC

Fort Bend Regional Council Representative
John Robson
Chief Operating Officer for Fort Bend Regional Council

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Fort Bend Women's Center at Wilson Place
1002 Wilson Dr.
Rosenberg, TX 77471
RE: Request for Applications for HIV Prevention Services, RFA No. HHS0000778

March 22, 2019

To the HIV Prevention Program of Fort Bend County:

In order to end HIV in Texas, Fort Bend Women's Center at Wilson Place wishes to collaborate with Fort Bend County to utilize each organization's services to their full potential. The parties therefore agree to work together in one or more of the following areas and refer clients and accept client referrals as needed and appropriate for the populations at risk for acquiring and transmitting HIV, designated in this RFA as Hispanic MSM, Black MSM, White MSM, transgender persons and Black Heterosexual Women:

- ☑ Provide space in their location or at their event for engagement of the targeted populations, to include HIV/STD/PrEP/nPEP education and recruitment for testing or provision of PrEP/nPEP and other support services.
- ☑ Provide space for testing for HIV/STDs and distribution of condoms
- ☑ Serve as a condom distribution partner and/or site
- ☑ Collaborate with County to implement engagement, testing, linkage to care, and condom distribution
- ☑ Coordinate efforts for outreach and education to clinical providers to encourage adoption of PrEP/nPEP
- ☑ Collaborate in the integration of PrEP/nPEP with services for HIV prevention, treatment, viral hepatitis or STD

The parties will seek to keep communications open and to continue to review strategies for improving service delivery in the effort to end HIV in our communities.

Sincerely,

Fort Bend Women's Center at Wilson Place
Leslie Ribeiro
Director of Non-Residential Services at Fort Bend Women's Center

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Fort Bend Women's Center in Gustine Ln.
8700 Gustine Ln.
Houston, TX 77031
RE: Request for Applications for HIV Prevention Services, RFA No. HHS0000778

March 22, 2019

To the HIV Prevention Program of Fort Bend County:

In order to end HIV in Texas, Fort Bend Women's Center in Gustine Ln. wishes to collaborate with Fort Bend County to utilize each organization's services to their full potential. The parties therefore agree to work together in one or more of the following areas and refer clients and accept client referrals as needed and appropriate for the populations at risk for acquiring and transmitting HIV, designated in this RFA as Hispanic MSM, Black MSM, White MSM, transgender persons and Black Heterosexual Women:

- ☑ Provide space in their location or at their event for engagement of the targeted populations, to include HIV/STD/PrEP/nPEP education and recruitment for testing or provision of PrEP/nPEP and other support services.
- ☑ Provide space for testing for HIV/STDs and distribution of condoms
- ☑ Serve as a condom distribution partner and/or site
- ☑ Collaborate with County to implement engagement, testing, linkage to care, and condom distribution
- ☑ Coordinate efforts for outreach and education to clinical providers to encourage adoption of PrEP/nPEP
- ☑ Collaborate in the integration of PrEP/nPEP with services for HIV prevention, treatment, viral hepatitis or STD

The parties will seek to keep communications open and to continue to review strategies for improving service delivery in the effort to end HIV in our communities.

Sincerely,

Fort Bend Women's Center in Gustine Ln.
Leslie Ribeiro
Director of Non-Residential Services at Fort Bend Women's Center

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Clinical Health Services

Fort Bend County
HEALTH & HUMAN SERVICES

Policy

To: Staff

From: Ngombe Bitendelo, RN, BSN, MPH, Director of Clinical Health Services

Date: March 20, 2019

Re: Quality Assurance Policy for HIV Rapid Testing

I. Policy

It is the policy of FBCCHS to ensure testing is being carried out correctly, results are accurate, and mistakes are found and corrected to avoid adverse outcomes. Quality assurance is an ongoing set of activities that help to ensure that the test results provided are as accurate and reliable as possible for all persons being tested.

A. Organization of the QA Program
   1. A person must be identified as the one responsible for managing the QA person. For the HIV Prevention Program, this is the Program Supervisor.
   2. The test process will be verified by ensuring personnel are trained and competent to perform assigned tasks, test kits work as expected, a confirmation process is in place for preliminary positive results, and a process for handling biohazardous waste is established.
   3. Procedures are written and available to all personnel.
   4. Ensure personnel know how to perform each of the procedures.
   5. Have a communication plan so that personnel are informed about problems when they are identified.
   6. Have a current CLIA Certificate of Waiver.

B. Testing Personnel
   1. *Qualifications:* There are no Federal requirements for who can perform waived testing. However, the following qualities are recommended: sincerity and commitment to perform tests accurately; literacy to read instructions and record results; organizational skills for performing the tests; decision-making skills to interpret results and recognize and handle problems; communication skills for giving results and information to clients.
   2. *Training:* Staff should be trained and the training documented on these elements: the importance of QA and the QA program; how to perform the tests, including procedure before, during and after testing; the use and importance of blood and body fluid precautions and biohazard safety.
   3. *Competency Assessment:* Staff's ability to conduct testing should be demonstrated and documented before testing alone and periodically thereafter.

C. Process Control
   1. *Before testing:* These procedures must be done before testing is performed: check storage temperatures and room temperatures (where testing is done) each day tests are performed; check inventory and test kit lots, as needed; perform external quality control according to manufacturer's and program's procedure; set up test area in organized fashion and label test device.
   2. *During testing:* During testing universal precautions must be followed; properly collect the specimen; perform the test and interpret the results accurately following manufacturer's instructions.
   3. *After testing:* The test results must be documented; results given to the client; confirmatory specimens, if needed, collected, processed and transported; area cleaned and biohazardous waste properly disposed of; confirmatory results managed; periodic external quality controls performed.

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D. External Assessment

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External assessment is a way to evaluate how well testing is being performed and whether it is being performed reliably. Although not required by Federal (CLIA) regulations for waived testing sites, some form of external assessment is highly recommended. FBC will conduct external assessment in one of two ways:

- Comparing the reactive results with the confirmatory test results.
- Participating in a proficiency testing (PT) or external performance evaluation program.

E. Documents and Records

1. Documents and records must be retained according to DSHS and FBC policies.
2. The following QA records are kept: training documentation, temperature logs, external control result logs, and test results.

F. QA Monitoring and Troubleshooting

1. QA monitoring will include the following:
   - Number of tests or external control materials that expired before use or occurrences of expired tests used for diagnostic or QC purposes
   - Number of days tests or QC materials were stored or used outside of temperature specifications
   - Frequency of external QC testing compared with test site procedure
   - Frequency of invalid or incorrect results for external control testing or patient/client testing
   - Proportion of negative and preliminary positive patient/client results
   - Proportion of reactive rapid test results confirmed positive of all reactive rapid test results
2. Troubleshooting procedures should be available to all testing personnel and include the following:
   - When to discontinue testing, for example, when the external control results are unacceptable as described in the package insert
   - How to take corrective action, or an action taken in response to a problem, such as contacting the manufacturer when the external control results are unacceptable and following the advice provided
   - How to document problems and actions taken, such as a logbook where problems and corrective actions can be recorded
   - How to verify the corrective actions taken addressed the problem

II. Procedures

Specific procedures for the elements of this policy are separate documents.

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Name of Contractor: FORT BEND COUNTY

Cost Categories	Funding Opportunity 1: Routine HIV Screening in Healthcare Settings	Funding Opportunity 2: Core HIV Prevention Programs	Funding Opportunity 3: PrEP and nPEP Programs
A. Personnel			
HIV Prevention Supervisor		$57,362.00	
HIV Prevention Specialist		$56,663.00	
HIV Prevention Specialist		$42,929.00	
HIV Prevention Specialist		$42,929.00	
Nurse Practioner (Part-time)			$75,000.00
Licensed Nurse (Part-time)			$15,840.00
TOTAL PERSONNEL	$0.00	$199,883.00	$90,840.00
B. Fringe Benefits			
FICA		$15,291.00	$7,132.79
SUTA (Property & Casualty)		$5,594.72	$11,301.57
Worker's Comp		$1,998.83	$932.39
Health Insurance		$40,800.00	$2,610.70
401K (Retirement)		$24,225.81	$17,972.25
TOTAL FRINGE BENEFITS	$0	$87,910	$39,950
C. Travel			
Travel to targeted populations and high risk areas & Conferences		$47,660.00	

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	Promote PrEP to providers in the community			$5,800.00
	TOTAL TRAVEL	$0.00	$47,660.00	$5,800.00
D.	Equipment			
	TOTAL EQUIPMENT	$0.00	$0.00	$0.00
E.	Supplies			
	Supplies		$31,207.00	
	Supplies			$17,667.00
	TOTAL SUPPLIES	$0.00	$31,207.00	$17,667.00
F.	Contractual			
	CPL Lab Services			$41,210.00
	TOTAL CONTRACTUAL	$0.00	$0.00	$41,210.00
G.	Other			
	Cell Phone and Hotspot		$6,819.00	$3,558.00
	Tangible Reinforcements		$7,340.00	
	TOTAL OTHER	$0.00	$14,159.00	$3,558.00
H.	Total Direct Costs	$0.00	$380,819.36	$199,024.70
I.	Indirect Costs			
J.	Total	$0.00	$380,819.36	$199,024.70

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Funding Opportunity 4: Client-Level Interventions	Funding Opportunity 5: Structural Interventions	Total
		$57,362.00
		$56,663.00
		$42,929.00
		$42,929.00
		$75,000.00
		$15,840.00
$0.00	$0.00	$290,723.00
		$22,423.79
		$16,896.29
		$2,931.22
		$43,410.70
		$42,198.06
$0	$0	$127,860
		$47,660.00

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		$5,800.00
		$0.00
$0.00	$0.00	$53,460.00
		$0.00
		$0.00
$0.00	$0.00	$0.00
		$31,207.00
		$17,667.00
$0.00	$0.00	$48,874.00
		$41,210.00
		$0.00
$0.00	$0.00	$41,210.00
		$10,377.00
		$7,340.00
$0.00	$0.00	$17,717.00
$0.00	$0.00	$579,844.06
		$0.00
$0.00	$0.00	$579,844.06

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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/

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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	$290,723	$290,723	$0	$0	$0	$0
B. Fringe Benefits	$127,860	$127,860	$0	$0	$0	$0
C. Travel	$53,460	$53,460	$0	$0	$0	$0
D. Equipment	$0	$0	$0	$0	$0	$0
E. Supplies	$48,874	$48,874	$0	$0	$0	$0
F. Contractual	$41,210	$41,210	$0	$0	$0	$0
G. Other	$17,717	$17,717	$0	$0	$0	$0
H. Total Direct Costs	$579,844	$579,844	$0	$0	$0	$0
I. Indirect Costs	$0	$0	$0	$0	$0	$0
J. Total (Sum of H and I)	$579,844	$579,844	$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 Catetory	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	**Personnel**	**$290,723**	**$290,723**	**Fringe Benefits**	**$127,860**	**$127,860**
	Travel	**$53,460**	**$53,460**	**Equipment**	**$0**	**$0**
	Supplies	**$48,874**	**$48,874**	**Contractual**	**$41,210**	**$41,210**
	Other	**$17,717**	**$17,717**	**Indirect Costs**	**$0**	**$0**

TOTAL FOR:	**Distribution Totals**	**$579,844**	**Budget Total**	**$579,844**

*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.

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FORM I-1: PERSONNEL Budget Category Detail Form

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

PERSONNEL Functional Title + Code E = Existing or P = Proposed	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
HIV Prevention Supervisor	N	Manage and conduct HIV Prevention activitiesand testing to ensure HIV Prevention services are provided to persons at greatest risk of acquiring and/or transmitting HIV infection. Will dedicate 10% on planning, assessment, and evaluation.	1	N/A	$4,780.19	12	$57,362
HIV Prevention 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. Will dedicate 10% on planning, assessment, and evaluation.	1	N/A	$4,721.91	12	$56,663
HIV Prevention 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

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HIV Prevention 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. Will dedicate 10% on planning, assessment, and evaluation.	1	N/A	$3,577.42	12	$42,929
Nurse Practioner	Y	Nurse Practioner 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 adquiring and transmitting HIV/STD. Will monitor routine labs for people on prep. Will dedicate 10% on planning, assessment, and evaluation.	0.5	FNP License	$12,500.00	12	$75,000
Licensed Nurse	Y	Will assist clinical oversight to staff perfoming pre-exposure counseling (Prep, and ensure that prep is provided for individuals who are at high risk of adquiring and transmiting HIV/STD. Will montior routing labs for people on prep. Will dedicate 10% on planning, assessment, and evaluation.	0.5	Licensed Nurse	$2,640.00	12	$15,840
							$0
							$0
							$0
							$0
							$0
							$0
							$0
					TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS		$0
						SalaryWage Total	$290,723

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

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	Fringe Benefit Rate %	43.98%
	Fringe Benefits Total	$127,860

DocuSign Envelope ID: F3B65FCE-39D0-4E02-91E2-2880FA0165D0

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: Days/Employees	Travel Costs	
Annual National Latino HIV/Hepatitis C Conference	Education & Updates - 3 nights Other Cost: Parking $100 per Employee Total $100.00 X5 Registration Fees for Conference 300 per Employee Toal $300.00 X 5	San Antonio, Texas	5 / Employees	Mileage	$1,160
				Airfare	
				Meals	$810
				Lodging	$2,250
				Other Costs	$2,000
				Total	$6,220
HIV Street Outrach & HEI Case Management Conference	Education & Updates - 3 nights Other Cost: Parking $100 per Employee Total $100.00 X5 Registration Fees for Conference 300 per Employee Toal $300.00 X 5	Austin Texas	5 / Employees	Mileage	$1,160
				Airfare	
				Meals	$810
				Lodging	$2,250
				Other Costs	$2,000
				Total	$6,220
Texas HIV/STD Conference	Education & Updates - 3 nights Other Cost: Parking $100 per Employee Total $100.00 X5 Registration Fees for Conference 300 per Employee Toal $300.00 X 5	Austin Texas	5 / Employees	Mileage	$1,160
				Airfare	
				Meals	$810
				Lodging	$2,250
				Other Costs	$2,000
				Total	$6,220
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					$0

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Total for Conference / Workshop Travel $18,660

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
Promote PrEP to providers in the community	10000	$0.580	$5,800		$5,800
			$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 $34,800

Other / Local Travel Costs: $34,800 Conference / Workshop Travel Costs: $18,660 **Total Travel Costs:** $53,460

Indicate Policy Used: Respondent's Travel Policy State of Texas Travel Policy

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FORM I-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category

Detail Form

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

Itemize, describe and justify the list below. Attach complete specifications or a copy of the purchase order. See attached example for equipment definition and detailed instructions to complete this form.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS				$0

Total Amount Requested for Equipment: **$0**

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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 [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost
4- MicrosoftSurface Pro 4 Tablet - 12.3 - 8GM-Intel Core i5-Corel 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 activies in the field	$4,667
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	$2,000
Adobe Pro XII License	Documents used for promoting Four Employees X 450.00 Per license	$1,800
Biohazard Waste	Monthly Fee to dispose biohazard waste @840.00 per year	$840
Specialty Condoms & Lubricant	For outreach purpose	$5,000

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Program Advertising	Advertise outreach services	$3,500
Medical Supplies	Testing, screening and idenfyting cases	$8,500
Uniforms	Tshirts, Caps, Polos for program	$2,000
	TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS	$17,667

Total Amount Requested for Supplies: **$48,874**

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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
CPL Labaroatory	Intitial Visit - Testing HIV ag/ab - $8.50 Hepatitis B surface antigen - $7.90 Hepatitis C antibody - $9.00 Serum creatinine - $4.00 Pregnacy - $ 5.50 Gonorrhea - $30.00 Chlamydia - $30.00 Syphillis - $20.00	Testing high risk patients - 150 patients	Patient	150	$114.90	$17,235
CPL Labaroatory	Follow up - 3 months testing HIV ag/ab - $8.50 Gonorrhea - $30.00 Chlamydia - $30.00 Syphillis - $20.00	Testing high risk patients - 150 patients	Patient	150	$88.50	$13,275
CPL Labaroatory	Follow Up - 6 months testing Serum creatinine - $4.00	Testing high risk patients - 100 patients	Patient	100	$4.00	$400
CPL Labaroatory	Comprehensive Metobolic Panel - $6.00	Testing high risk patients - 50 patients	Patient	50	$6.00	$300
CPL Labaroatory	NAT test	Confirmatory test for 100 patients	Patient	100	$100.00	$10,000

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						$0
						$0
						$0
						$0
					TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS	$0

Total Amount Requested for CONTRACTUAL: $41,210

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FORM I-6: OTHER Budget Category Detail Form

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

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]	Purpose & Justification	Total Cost
iPhone 7 - Cell phone - new employee	Communication	$99
Monthly Cell Phone Charge $70 a month X 12 months	Communication in the field, $70 X 4 staff X 12 months	$3,360
Hotspot Data Plan for Microsoft Office Surface Pad $70.00 a month	Access to documents and internet communication in the field, $70 X4 staff X 12 months	$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
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
	TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS	$0

Total Amount Requested for Other: **$17,717**

Revised: 7/6/2009

DocuSign Envelope ID: F3B65FCE-39D0-4E02-91E2-2880FA0165D0

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.

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.

RATE:
TYPE:
BASE:

_____ 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)

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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:**

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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 labled Form I - 1 Personnel) have been used, go to the supplemental template labled "Form I - 1a Personnel Supp" and if all the lines are used on this template, go to the next template labled "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

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

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

PERSONNEL Functional Title + Code E = Existing or P = Proposed	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
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
					SalaryWage Total		$0

Revised: 7/6/2009

DocuSign Envelope ID: F3B65FCE-39D0-4E02-91E2-2880FA0165D0

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

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

PERSONNEL Functional Title + Code E = Existing or P = Proposed	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
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
					SalaryWage Total		$0

Revised: 7/6/2009

DocuSign Envelope ID: F3B65FCE-39D0-4E02-91E2-2880FA0165D0

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	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0

Total for Conference / Workshop Travel $0

Revised: 7/6/2009

DocuSign Envelope ID: F3B65FCE-39D0-4E02-91E2-2880FA0165D0

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

Total for Other / Local Travel $0

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

DocuSign Envelope ID: F3B65FCE-39D0-4E02-91E2-2880FA0165D0

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	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0

Total for Conference / Workshop Travel $0

Revised: 7/6/2009

DocuSign Envelope ID: F3B65FCE-39D0-4E02-91E2-2880FA0165D0

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

Total for Other / Local Travel $0

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

DocuSign Envelope ID: F3B65FCE-39D0-4E02-91E2-2880FA0165D0

FORM I-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category

Detail Form (Supplemental)

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

Itemize, describe and justify the list below. Attach complete specifications or a copy of the purchase order. See attached example for equipment definition and detailed instructions to complete this form.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0

Total Amount Requested for Equipment: **$0**

DocuSign Envelope ID: F3B65FCE-39D0-4E02-91E2-2880FA0165D0

FORM I-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category

Detail Form (Supplemental)

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

Itemize, describe and justify the list below. Attach complete specifications or a copy of the purchase order. See attached example for equipment definition and detailed instructions to complete this form.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0

Total Amount Requested for Equipment: **$0**

DocuSign Envelope ID: F3B65FCE-39D0-4E02-91E2-2880FA0165D0

FORM I-4: SUPPLIES Budget Category Detail Form (Supplemental)

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 (i.e., office, computer, medical, client incentives, educational, etc.)

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost
2- MicrosoftSurface Pro 4 Tablet - 12.3 - 8GM-Intel Core i5-Corel 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 activies 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	$4,467
Printing services for advertising of PrEP	Flyers, brochures and document	$5,000

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Total Amount Requested for Supplies: **$17,667**

DocuSign Envelope ID: F3B65FCE-39D0-4E02-91E2-2880FA0165D0

FORM I-4: SUPPLIES Budget Category Detail Form (Supplemental)

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 (i.e., office, computer, medical, client incentives, educational, etc.)

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost

Total Amount Requested for Supplies: **$0**

DocuSign Envelope ID: F3B65FCE-39D0-4E02-91E2-2880FA0165D0

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

Total Amount Requested for CONTRACTUAL: $0

DocuSign Envelope ID: F3B65FCE-39D0-4E02-91E2-2880FA0165D0

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

Total Amount Requested for CONTRACTUAL: $0

DocuSign Envelope ID: F3B65FCE-39D0-4E02-91E2-2880FA0165D0

FORM I-6: OTHER Budget Category Detail Form (Supplemental)

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

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost

Total Amount Requested for Other: **$0**

Revised: 7/6/2009

DocuSign Envelope ID: F3B65FCE-39D0-4E02-91E2-2880FA0165D0

FORM I-6: OTHER Budget Category Detail Form (Supplemental)

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

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost

Total Amount Requested for Other: **$0**

Revised: 7/6/2009

DocuSign Envelope ID: F3B65FCE-39D0-4E02-91E2-2880FA0165D0

Houston Health Department
8000 North Stadium Drive, 6th Floor
Houston, TX 77054
RE: Request for Applications for HIV Prevention Services, RFA No. HHS0000778

March 22, 2019

To the HIV Prevention Program of Fort Bend County:

In order to end HIV in Texas, Houston Health Department wishes to collaborate with Fort Bend County to utilize each organization's services to their full potential. The parties therefore agree to work together in one or more of the following areas and refer clients and accept client referrals as needed and appropriate for the populations at risk for acquiring and transmitting HIV, designated in this RFA as Hispanic MSM, Black MSM, White MSM, transgender persons and Black Heterosexual Women:

- ☑ Provide space in their location or at their event for engagement of the targeted populations, to include HIV/STD/PrEP/nPEP education and recruitment for testing or provision of PrEP/nPEP and other support services.
- ☑ Provide space for testing for HIV/STDs and distribution of condoms
- ☑ Serve as a condom distribution partner and/or site
- ☑ Collaborate with County to implement engagement, testing, linkage to care, and condom distribution
- ☑ Coordinate efforts for outreach and education to clinical providers to encourage adoption of PrEP/nPEP
- ☑ Collaborate in the integration of PrEP/nPEP with services for HIV prevention, treatment, viral hepatitis or STD

The parties will seek to keep communications open and to continue to review strategies for improving service delivery in the effort to end HIV in our communities.

Sincerely,

T. Fletcher-Davies, RN

Houston Health Department
Tracy Fletcher-Davies, BS, BSN, RN
Nursing Chief of Houston Health Department

DocuSign Envelope ID: F3B65FCE-39D0-4E02-91E2-2880FA0165D0

Houston Gaymers
The Largest Video Gayming Community in Texas
Charity/Nonprofit Organization
RE: Request for Applications for HIV Prevention Services, RFA No. HHS0000778

March 22, 2019

To the HIV Prevention Program of Fort Bend County:

In order to end HIV in Texas, Houston Gaymers wishes to collaborate with Fort Bend County to utilize each organization's services to their full potential. The parties therefore agree to work together in one or more of the following areas and refer clients and accept client referrals as needed and appropriate for the populations at risk for acquiring and transmitting HIV, designated in this RFA as Hispanic MSM, Black MSM, White MSM, transgender persons and Black Heterosexual Women:

- ☒ Provide space in their location or at their event for engagement of the targeted populations, to include HIV/STD/PrEP/nPEP education and recruitment for testing or provision of PrEP/nPEP and other support services.
- ☒ Provide space for testing for HIV/STDs and distribution of condoms
- ☒ Serve as a condom distribution partner and/or site
- ☐ Collaborate with County to implement engagement, testing, linkage to care, and condom distribution
- ☒ Coordinate efforts for outreach and education to clinical providers to encourage adoption of PrEP/nPEP
- ☐ Collaborate in the integration of PrEP/nPEP with services for HIV prevention, treatment, viral hepatitis or STD

The parties will seek to keep communications open and to continue to review strategies for improving service delivery in the effort to end HIV in our communities.

Sincerely,

Houston Gaymers
Eric Hulsey
President of Houston Gaymers

DocuSign Envelope ID: F3B65FCE-39D0-4E02-91E2-2880FA0165D0

Kings Arms Apartments
1317 Mahlmann St.
Rosenberg, TX 77471
RE: Request for Applications for HIV Prevention Services, RFA No. HHS0000778

March 22, 2019

To the HIV Prevention Program of Fort Bend County:

In order to end HIV in Texas, Kings Arms Apartments wishes to collaborate with Fort Bend County to utilize each organization's services to their full potential. The parties therefore agree to work together in one or more of the following areas and refer clients and accept client referrals as needed and appropriate for the populations at risk for acquiring and transmitting HIV, designated in this RFA as Hispanic MSM, Black MSM, White MSM, transgender persons and Black Heterosexual Women:

- [X] Provide space in their location or at their event for engagement of the targeted populations, to include HIV/STD/PrEP/nPEP education and recruitment for testing or provision of PrEP/nPEP and other support services.
- [X] Provide space for testing for HIV/STDs and distribution of condoms
- [X] Serve as a condom distribution partner and/or site
- [ ] Collaborate with County to implement engagement, testing, linkage to care, and condom distribution
- [X] Coordinate efforts for outreach and education to clinical providers to encourage adoption of PrEP/nPEP
- [X] Collaborate in the integration of PrEP/nPEP with services for HIV prevention, treatment, viral hepatitis or STD

The parties will seek to keep communications open and to continue to review strategies for improving service delivery in the effort to end HIV in our communities.

Sincerely,

Rachel Chavez

Kings Arms Apartments
Rachel Chavez
Community Manager at King Arms Apartments

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THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF FORT BEND §

COLLABORATION AGREEMENT BETWEEN FORT BEND COUNTY AND LEGACY COMMUNITY HEALTH REGARDING CONTINUUM OF CARE FOR HIV/AIDS TREATMENT AND PRE-EXPOSURE PROPHYLAXIS

This Collaboration Agreement (Agreement) is entered into between Fort Bend County ("COUNTY"), acting herein by and through its Commissioners' Court and Legacy Community Health ("AGENCY"), a non-profit governed by the laws of Texas, hereinafter referred to collectively as "Parties."

RECITALS

WHEREAS, both County and Agency wish to enter into this Agreement to work together to ensure that residents in Fort Bend County have access to healthcare services; and

WHEREAS, both County and Agency wish to reduce duplication of service delivery, and maximize available resources; and

WHEREAS, this collaborative effort between County and Agency to respond to the growing health care needs of HIV positive individuals in Fort Bend County serves a public purpose;

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

I. PURPOSE

This Agreement delineates the responsibilities of the County and Agency for activities related to the health services provided by the County and the Agency for HIV positive individuals.

II. SCOPE

No provision in this Agreement limits the activities of the County in performing local and state functions.

III. DEFINITIONS and ACRONYMS

A. "PrEP"- Pre-exposure prophylaxis; measures designed to prevent the occurrence of HIV/ AIDS or its dissemination.
B. "Newly Diagnosed HIV Positive Individuals" - clients diagnosed as being HIV positive who have not received prior treatment as it relates to this Agreement by County or Agency
C. "PLWHA"- Persons Living with HIV/AIDS.

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D. "Out-of-care" - those HIV positive clients who have not had a primary medical care encounter within the previous six months.

E. "Appropriate Care"- level of care as determined by Fort Bend County Health and Human Services (FBCHHS).

IV. GENERAL RESPONSIBILITIES

COUNTY DUTIES:

A. County will make reasonable efforts to link newly diagnosed HIV positive clients defined as "out-of-care" with County and Agency services to provide appropriate care.
B. County will refer to Agency those newly diagnosed or out-of-care HIV positive clients desiring services from Agency for HIV services by paper referral given to client and a follow-up connection call by County to Agency.
C. County will request information regarding client's attendance at HIV related medical appointments at least until determination of administration of antiretroviral medications by the Agency.
D. County will monitor the delivery of services in a manner as determined by County in order to provide coordination of services and avoid duplication of services.
E. County will provide Agency with a County point of contact to answer questions or concerns regarding the health services described in this Agreement.
F. County will assure that any information gathered during the course of this Agreement will be kept in a secure manner in compliance with applicable state and federal privacy laws.
G. County will make reasonable efforts to identify high-risk clients and attempt to link those clients to Agency for PrEP services as appropriate.

AGENCY DUTIES:

A. Agency will provide HIV related and other medical care as appropriate to clients referred to Agency for these services.
B. Agency will monitor the delivery of services in a manner as determined by County in order to provide coordination of services and avoid duplication of services.
C. After receiving a signed client release from the client, Agency will provide to the County information regarding client's attendance at HIV related medical appointments.
D. Agency will provide County with an Agency point of contact to answer questions or concerns regarding the health services described in this Agreement.
E. Agency will assure that any information gathered during the course of this Agreement will be kept in a secure manner in compliance with applicable state and federal privacy laws.
F. Agency agrees to refer and accept referrals for services for PLWHA as appropriate.

ADDITIONAL DUTIES:

A. Both parties will serve all eligible clients regardless of race, gender, sexual preference or religion, seeking to eliminate any discriminatory practices related to client care.
B. Both parties will establish programs that focus on the client's health outcomes.

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C. Both parties will seek to provide high quality patient care.
D. Both parties will keep communication open and continue to review strategies for improving service delivery and ensure the objectives for this agreement are fully met.

V. COMPENSATION

Nothing in this Agreement, whether express or implied, will confer upon either party any right to compensation for services under this Agreement.

VI. INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of the County or the Agency. No provision of this Agreement or act of Agency in performance of the Agreement shall be construed as making the Agency the agent, servant or employee of County, the State of Texas or the United States Government. The Agency is solely responsible for employee payrolls and claims arising therefrom. The Agency shall notify County of the threat of lawsuit or of any actual suit filed against the Agency pertaining to this Agreement or which would adversely affect the Agency's ability to perform services under this Agreement.

VII. CONFIDENTIALITY

A. Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Agency or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information").

B. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Agency) publicly known or is contained in a publicly available document; (b) is rightfully in Agency's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Agency who can be shown to have had no access to the Confidential Information.

C. Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Agency shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Agency shall advise County immediately in the event Agency learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the

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terms of this Agreement and Agency will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Agency against any such person. Agency agrees that, except as directed by County, Agency will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Agency will promptly turn over to County all documents, papers, and other matter in Agency's possession which embody Confidential Information.

D. Agency acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Agency acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

E. Agency in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

F. Agency expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Agency shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

VIII. INSPECTION OF BOOKS AND RECORDS

Agency will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Agency for the purpose of verifying the amount of work performed under this Agreement. County's right to inspect survives the termination of this Agreement for a period of four years.

IX. TIME OF PERFORMANCE

This Agreement shall remain in effect through December 31, 2018, at which time the Agreement shall automatically renew for an additional five (5) one-year terms, ending on December 31, 2023.

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X. LIABILITY

AS PERMITTED BY LAW, AGENCY SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF AGENCY ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF AGENCY OR ANY OF AGENCY'S AGENTS, SERVANTS OR EMPLOYEES.

XI. NOTICE

A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County:

Kaye M. Reynolds, DrPH
Deputy Director, Health & Human Services
Fort Bend County Health & Human Services
4520 Reading Rd., Suite A100
Rosenberg, Texas 77471
Office: 281-238-3519
Cell: 832-407-7385
Pager: 281-434-6394
Kaye.Reynolds@fortbendcountytx.gov

AND

Ngombe Bitendelo, RN, BSN, MPH, CIC
Director of Clinical Health Services
Fort Bend County Health & Human Services
4520 Reading Rd., Suite A100
Rosenberg, Texas 77471
Office: 281-238-3548
Fax: 281-342-7371
Ngombe.Bitendelo@fortbendcountytx.gov

With a copy to:

Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

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Agency: Legacy Community Health
Attn: Chief Executive Officer
1415 California St.
Houston, Texas 77006

C. Notice is effective only if the party giving or making the Notice has complied with subsections C.1 and C.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

XII. INSURANCE

A. Prior to commencement of the Services, Agency shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Agency shall provide certified copies of insurance endorsements and/or policies if requested by County. Agency shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Agency shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

1. Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.
2. Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
3. Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
4. Professional Liability insurance with limits not less than $1,000,000.

B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Agency shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

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C. If required coverage is written on a claims-made basis, Agency warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the Agreement is completed.

XIII. GOVERNING LAW; VENUE

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

XIV. COMPLIANCE WITH LAWS

Agency shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Agency shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

XV. PUBLICITY

Agency may not undergo publicity including contact with residents of Fort Bend County, media outlets, or other governmental agencies with regard to services rendered under this Agreement without the express written permission of County, except where required to do so by law.

XVI. CONFLICT

Any provision of this Agreement later found to be in conflict with federal law or regulation, or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this Agreement, and the remainder of the Agreement shall remain in full force and effect.

XVII. WAIVER

A waiver by either party of a breach of this Agreement by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Agreement.

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XVIII. ASSIGNMENT

Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this Section, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

XIX. MODIFICATION

This Agreement may be modified or amended only with the written agreement of each of the parties.

XX. ENTIRETY

This Agreement, along with any amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written.

Both parties to this Collaboration Agreement hereby agree to any and all provisions as stipulated above.

{Execution Page Follows}

{Remainder Intentionally Left Blank}

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IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY:

Robert E. Hebert, County Judge

6-5-2018
Date

LEGACY COMMUNITY HEALTH:

Katy Caldwell, Chief Executive Officer

5-14-18
Date

ATTEST:

Laura Richard, County Clerk

COMMISSIONERS COURT
TEXAS
FORT BEND COUNTY, TEXAS

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THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF FORT BEND §

MEMORANDUM OF UNDERSTANDING BETWEEN FORT BEND COUNTY AND LINKAGE TO HEALTH, INC. REGARDING HEP C EDUCATION AND PREVENTION

This Memorandum of Understanding (Agreement) is entered into between Fort Bend County ("COUNTY"), acting herein by and through its Commissioners' Court and Linkage to Health, Inc. ("AGENCY"), a non-profit organization located in Pearland, Texas, and governed by the laws of Texas.

RECITALS

WHEREAS, both County and Agency wish to enter into this Agreement to work together to ensure that residents in Fort Bend County have access to healthcare services; and

WHEREAS, both County and Agency wish to provide effective service delivery, and maximize available resources; and

WHEREAS, this collaborative effort between County and Agency to respond to the growing healthcare needs of HEP C positive individuals in Fort Bend County serves a public purpose;

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

I. PURPOSE

This Agreement delineates the responsibilities of the County and Agency for activities related to the health services provided by the County and the Agency for HEP C education.

II. SCOPE

No provision in this Agreement limits the activities of the County in performing local and state functions.

III. GENERAL RESPONSIBILITIES

A. County and Agency agree to the General Responsibilities as outlined in the attached, Exhibit A.

B. Contacts:

County: Kaye Reynolds, DrPH
Deputy Director, Health & Human Services
4520 Reading Rd., Ste. A100
Rosenberg, TX 77471

DocuSign Envelope ID: F3B65FCE-39D0-4E02-91E2-2880FA0165D0

Office: 281-238-3519
Cell: 832-407-7385
Pager: 281-434-6394
Kaye.Reynolds@fortbendcountytx.gov

Ngombe Bitendelo, RN, BSN, MPH, CIC
Director, Clinical Health Services
Ngombe.Bitendelo@fortbendcountytx.gov
281-238-3548

Agency: Linkage to Health, Inc.
Wayne Gosbee
Founder/CEO, Linkage to Health
info@linkagetohealth.org
844-254-6524x2

IV. COMPENSATION

Nothing in this Agreement, whether express or implied, will confer upon either party any right to compensation for services under this Agreement.

V. INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of the County or the Agency. No provision of this Agreement or act of Agency in performance of the Agreement shall be construed as making the Agency the agent, servant or employee of County, the State of Texas or the United States Government. The Agency is solely responsible for employee payrolls and claims arising therefrom. The Agency shall notify County of the threat of lawsuit or of any actual suit filed against the Agency pertaining to this Agreement or which would adversely affect the Agency's ability to perform services under this Agreement.

VI. CONFIDENTIALITY

A. Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Agency or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information").

B. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Agency) publicly known or is contained in a publicly available document; (b) is rightfully in Agency's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Agency who can be shown to have had no access to the Confidential Information.

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C. Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Agency shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Agency shall advise County immediately in the event Agency learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Agency will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Agency against any such person. Agency agrees that, except as directed by County, Agency will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Agency will promptly turn over to County all documents, papers, and other matter in Agency's possession which embody Confidential Information.

D. Agency acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Agency acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

E. Agency in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

F. Agency expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Agency shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

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VII. INSPECTION OF BOOKS AND RECORDS

Agency will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Agency for the purpose of verifying the amount of work performed under this Agreement. County's right to inspect survives the termination of this Agreement for a period of four years.

VIII. TIME OF PERFORMANCE

This Agreement shall remain in effect through December 31, 2018, and shall automatically renew each year for a period of five years ending on December 31, 2023, unless terminated through prior written notice by either party. Notice must be served at least 2 weeks (or 14 days) before the desired date of termination.

IX. LIABILITY

AS PERMITTED BY LAW, AGENCY SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF AGENCY ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF AGENCY OR ANY OF AGENCY'S AGENTS, SERVANTS OR EMPLOYEES.

X. NOTICE

A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

If to County: Kaye Reynolds, DrPH
Deputy Director, Health & Human Services
4520 Reading Rd., Ste. A100
Rosenberg, TX 77471
Office: 281-238-3519
Cell: 832-407-7385
Pager: 281-434-6394
Kaye.Reynolds@fortbendcountytx.gov

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With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

If to Agency: Linkage to Health, Inc.
Wayne Gosbee
Founder/CEO, Linkage to Health
info@linkagetohealth.org
844-254-6524x2

C. Notice is effective only if the party giving or making the Notice has complied with subsections C.1 and C.2 and if the addressee has received the Notice. A Notice is deemed received as follows:
   1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
   2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

XI. INSURANCE

A. Prior to commencement of the Services, Agency shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Agency shall provide certified copies of insurance endorsements and/or policies if requested by County. Agency shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Agency shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

   1. Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

   2. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Agency shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

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C. If required coverage is written on a claims-made basis, Agency warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the Agreement is completed.

XII. GOVERNING LAW; VENUE

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

XIII. COMPLIANCE WITH LAWS

Agency shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Agency shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

XIV. PUBLICITY

Agency may not undergo publicity including contact with residents of Fort Bend County, media outlets, or other governmental agencies with regard to services rendered under this Agreement without the express written permission of County, except where required to do so by law.

XV. CONFLICT

Any provision of this Agreement later found to be in conflict with federal law or regulation, or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this Agreement, and the remainder of the Agreement shall remain in full force and effect.

XVI. WAIVER

A waiver by either party of a breach of this Agreement by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Agreement.

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XVII. ASSIGNMENT

Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this Section, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

XVIII. MODIFICATION

This Agreement may be modified or amended only with the written agreement of each of the parties.

XIX. ENTIRETY

This Agreement, along with any amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written.

Both parties to this Collaboration Agreement hereby agree to any and all provisions as stipulated above.

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FORT BEND COUNTY:

Robert E. Hebert, County Judge

2-6-2018
Date

ATTEST:

Laura Richard, County Clerk

COMMISSIONERS COURT TEXAS FORT BEND COUNTY TEXAS

LINKAGE to HEALTH, INC.:

Wayne Gosbee, CEO Founder

1/27/2018
Date

REVIEWED BY:

M. desVignes-Kendrick, M.D.
Director, Fort Bend County Health & Human Services

01/29/2018
Date

EXHIBIT A MOU, GENERAL RESPONSIBILITIES, LINKAGE TO HEALTH, INC.

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Linkage to Health Inc
8325 Broadway, Ste. 202 - 259 * Pearland, TX 77581
Ph: 844-254-6524 x2 Fax: 844-254-6524

EXHIBIT A-GENERAL RESPONSIBILITIES
Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is entered into by Linkage to Health, Inc. and Fort Bend County The Parties intend that this Memorandum of Understanding (MOU) express their current understanding and intentions.

Purpose:

1. This memo serves to formally acknowledge a business understanding between Linkage to Health, Inc. and the Fort Bend County Clinical Health Services Department acting by and through Fort Bend County for the purpose of educating clients on HEP C prevention and cure, HCV testing (Ab & RNA), and to link clients who are suffering with HEP C to treatment & offer resources to the best of our abilities
2. It is the intent of both Linkage to Health, Inc. and the Fort Bend County Clinical Health Services Department to create a collegial and effective working partnership that will implement a package of services for persons at-risk of and living with Hepatitis C in the community aimed at strengthening the health-care capacity to diagnose and cure HCV infection.
3. This MOU does not give exclusive rights and/or referrals to Linkage to Health, Inc. or any of its partners for services and is just another resource for the Fort Bend County.

Agreement:

4. Linkage to Health, Inc. agrees to:
    a. Coordinate and communicate with the Fort Bend County Clinical Health Services Department and its staff on any items or issues affecting client service provision or treatment care within the scope of this agreement and to assure the continuum of care;
    b. Offer and provide Hepatitis C testing (Ab and/or RNA) for free pending funding availability according to grant proposal (Connect Texas) guidelines;
    c. Provide collaborating organizations/clinics staff training on Viral Hepatitis;
    d. Provide and maintain our online portals (linkagetocare.com & Link2Labs.com) for patient navigation, discount testing, and linkage to care services as a resource or option;
    e. Develop data collection and reporting protocols for the purpose of writing grants, articles, or research papers;
    f. Provide and maintain all tracking and/or data collection (de-identified, secure, and HIPAA compliant) pertaining to all clients/clinics that the Fort Bend County Clinical Health Services Department obtains to use via online portals associated with this account;
    g. Link HCV+ individuals into care within the means, capabilities, and resources available in the area, and
    h. Makes no representation or warranties of any kind, expressed or implied, that every individual will be given Hepatitis C treatment or any treatment based on diagnosis, health findings or on lab (blood) test results. If Linkage to Health, Inc. or its partners

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identify individual as having liver cancer, liver tumor(s), end-stage liver disease, or any disease outside their scope they will provide information, referrals and resources to said individual and said individual will need to follow-up and follow-through with given recommendations as Linkage to Health, Inc. and its partners do not treat such ailments or diseases. This responsibility falls solely on the individual.

5. Fort Bend County Clinical Health Services Department agrees to:
   a. Provide prevention, education, and resources currently available to the community and offer any resources, ideas, comments, and thoughts to Linkage to Health, Inc. in order to expand, implement, connect, and improve services to the community.
   b. Inform clients of the Linkage to Health, Inc. resources such as Viral Hepatitis education, HCV testing, the online web portals (Link2Labs), and other services and will assist Linkage to Health, Inc. in identifying potential clients for Hepatitis C treatment and services that need it.
   c. Collaborate with other partners, organizations, clinics, etc. in the community that need Hepatitis C services and refer to Linkage to Health, Inc.

6. Both Parties Agree to:
   a. Comply with all applicable state and federal laws while conducting business for Linkage to Health, Inc. and the Fort Bend County Clinical Health Services Department.
   b. Compensation: No monetary compensation or consideration is given between Linkage to Health, Inc. and the Fort Bend County Clinical Health Services Department.
   c. Termination: Either party may dissolve this agreement with at least two weeks written notice which will give us enough time to allow current clients involved in the process to move toward resolution before ending.
   d. It is the intent of the Parties to create a collegial and effective working partnership that will implement a package of services for persons at-risk of and living with Hepatitis C in the community aimed at strengthening the health-care capacity to diagnose and cure HCV infection.
   e. It is the intent of both Parties, to successfully achieve the program objections as listed in the grant proposal (Connect Texas).

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mPACT
Houston Area Gay Men's HIV Task Force
RE: Request for Applications for HIV Prevention Services, RFA No. HHS0000778

March 15, 2019

To the HIV Prevention Program of Fort Bend County:

In order to end HIV in Texas, mPACT wishes to collaborate with Fort Bend County to utilize each organization's services to their full potential. The parties therefore agree to work together in one or more of the following areas and refer clients and accept client referrals as needed and appropriate for the populations at risk for acquiring and transmitting HIV, designated in this RFA as Hispanic MSM, Black MSM, White MSM, transgender persons and Black Heterosexual Women:

- ☑ Provide space in their location or at their event for engagement of the targeted populations, to include HIV/STD/PrEP/nPEP education and recruitment for testing or provision of PrEP/nPEP and other support services.
- ☑ Provide space for testing for HIV/STDs and distribution of condoms
- ☐ Serve as a condom distribution partner and/or site
- ☑ Collaborate with County to implement engagement, testing, linkage to care, and condom distribution
- ☑ Coordinate efforts for outreach and education to clinical providers to encourage adoption of PrEP/nPEP
- ☑ Collaborate in the integration of PrEP/nPEP with services for HIV prevention, treatment, viral hepatitis or STD

The parties will seek to keep communications open and to continue to review strategies for improving service delivery in the effort to end HIV in our communities.

Sincerely,

mPACT
Houston Area Gay Men's HIV Task Force
Antonio Aguries III
mPACT President

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Mustang Crossing Apartments
1800 City Mustang Dr.
Richmond, TX 77469
RE: Request for Applications for HIV Prevention Services, RFA No. HHS0000778

March 4, 2019

To the HIV Prevention Program of Fort Bend County:

In order to end HIV in Texas, Mustang Crossing Apartments wishes to collaborate with Fort Bend County to utilize each organization's services to their full potential. The parties therefore agree to work together in one or more of the following areas and refer clients and accept client referrals as needed and appropriate for the populations at risk for acquiring and transmitting HIV, designated in this RFA as Hispanic MSM, Black MSM, White MSM, transgender persons and Black Heterosexual Women:

- ☑ Provide space in their location or at their event for engagement of the targeted populations, to include HIV/STD/PrEP/nPEP education and recruitment for testing or provision of PrEP/nPEP and other support services.
- ☑ Provide space for testing for HIV/STDs and distribution of condoms
- ☑ Serve as a condom distribution partner and/or site
- ☐ Collaborate with County to implement engagement, testing, linkage to care, and condom distribution
- ☐ Coordinate efforts for outreach and education to clinical providers to encourage adoption of PrEP/nPEP
- ☐ Collaborate in the integration of PrEP/nPEP with services for HIV prevention, treatment, viral hepatitis or STD

The parties will seek to keep communications open and to continue to review strategies for improving service delivery in the effort to end HIV in our communities.

Sincerely,

Mustang Crossing Apartments
Lucia Zavala
Property Manager at Mustang Crossing Apartments

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THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND DEPARTMENT OF STATE HEALTH SERVICES (DSHS) REGION 6/5 SOUTH FOR PROCEDURE for PARTNER SERVICES WITH HIV/STI/PROGRAM

This Interlocal Agreement for Procedure for Partner Services with HIV/STI program ("Agreement") is made and entered by and between Fort Bend County ("County"), a body corporate and politic under the laws of the State of Texas, and the Texas Department of State Health Services, Region 6/5 South ("DSHS"), a body corporate and politic under the laws of the State of Texas, pursuant to the Interlocal Cooperation Act, Tex. Gov't. Code Ann. Ch. 791.

RECITALS

WHEREAS, it is the intent of both parties to work cooperatively for the public health benefit of reducing the acquisition and transmission of HIV/AIDS and Sexually Transmitted Infections (STIs) through partner services and linkage to care for those individuals identified with HIV and/or STIs; and

WHEREAS the Interlocal Cooperation Act, Texas Government Code Section 791.001, et seq., provides authorization for local governments to contract with one another and with agencies of the state to perform governmental functions and services under the terms of the Act; and

WHEREAS the Commissioners Court of Fort Bend County has determined that such Agreements help to promote public health, safety, and welfare; and

WHEREAS both the County and DSHS are willing to provide such services as are necessary for meeting the objectives of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to the parties herein named, it is agreed as follows:

I. DUTIES IN REGARD TO HIV and STI PREVENTION AND TREATMENT SERVICES

A. County will, utilizing approved reporting procedures as required under Texas Health and Safety Code §81.044 and Chapter 97 of Title 25 of the Texas Administrative Code and other relevant state and local guidelines, send identifying information about clients testing positive for HIV and clients testing positive for other listed reportable sexually transmitted diseases, hereinafter "Client(s)," as authorized by Texas Law and listed in Texas Administrative Code §97.133 to DSHS.

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B. DSHS will conduct a record search of HIV positive clients and reportable STI positive clients in Fort Bend County and inform County if the Client is newly identified case or not.

C. County will, within the time allowed according to state and local guidelines, give each Client, either in written form or in person, their results and inform them they will be contacted by DSHS.

D. If County is unable to give Client results, County will notify DSHS within three (3) days of the Client's scheduled results appointment.

E. DSHS Disease Intervention Specialists (DIS) will notify Partners in accordance with all applicable state and local guidelines and offer health intervention Partner Services as defined by DSHS to a Client's Partners when a Client is diagnosed positive for HIV or other reportable STIs.

F. County will complete DSHS surveillance report for Clients and call or mail the report to DSHS.

G. Both County and DSHS will make reasonable efforts to link newly diagnosed Clients to available medical services.

H. County will provide DSHS with a County point of contact to answer questions or concerns regarding the health services described in this Agreement.

I. DSHS will provide County with a DSHS point of contact to answer questions or concerns regarding the health services described in this Agreement.

J. County will assure that any information gathered during the course of this Agreement will be kept in a secure manner and in accordance with all applicable federal, state and local laws.

K. DSHS will assure that any information gathered during the course of this Agreement will be kept in a secure manner and in accordance with all applicable federal, state and local laws.

L. DSHS will conduct Client follow-up for those testing positive for STIs including notification and treatment.

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II. ADDITIONAL DUTIES

A. County and DSHS will serve all eligible Clients regardless of race, gender, sexual preference or religion, seeking to eliminate any discriminatory practices related to client care.

B. County and DSHS will seek to provide high quality care that meets the standards of care set by the governing bodies.

C. County and DSHS entities will keep communication open and on-going to review strategies for improving service delivery and ensure the objectives for this agreement are fully met.

III. COMPENSATION

Nothing in this Agreement, whether express or implied, will confer upon either party any right to compensation for services under this Agreement.

IV. INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of the County or DSHS. No provision of this Agreement or act of DSHS in performance of the Agreement shall be construed as making DSHS the agent, servant or employee of County, the State of Texas or the United States Government. DSHS is solely responsible for employee payrolls and claims arising therefrom. DSHS shall notify County of the threat of lawsuit or of any actual suit filed against DSHS pertaining to this Agreement or which would adversely affect DSHS's ability to perform services under this Agreement.

V. CONFIDENTIALITY

A. DSHS acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by DSHS or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information").

B. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by DSHS) publicly known or is contained in a publicly available document; (b) is rightfully in DSHS's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of DSHS who can be shown to have had no access to the Confidential Information.

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C. DSHS agrees to hold Confidential Information in strict confidence, using at least the same degree of care that DSHS uses in maintaining the confidentiality of its own confidential information. DSHS shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, DSHS shall advise County immediately in the event DSHS learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and DSHS will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or DSHS against any such person. DSHS agrees that, except as directed by County, DSHS will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, DSHS will promptly turn over to County all documents, papers, and other matter in DSHS's possession which embody Confidential Information.

D. DSHS acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. DSHS acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

E. DSHS in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

F. DSHS expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by DSHS shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

VI. INSPECTION OF BOOKS AND RECORDS

DSHS will permit County, or any duly authorized agent of County, to inspect and examine the books and records of DSHS for the purpose of verifying the amount of work performed

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under this Agreement. County's right to inspect survives the termination of this Agreement for a period of seven years.

VII. TIME OF PERFORMANCE

This Agreement is effective on the date upon which both parties sign this Agreement, and shall remain in effect through December 31, 2018.

VIII. NOTICE

A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County:	Mary desVignes Kendrick, M.D., MPH Director, Health & Human Services 4520 Reading Rd. Ste. A Rosenberg, TX 77471 Office: 281-238-3519 Cell: 832-473-3061 Pager: 281-434-6494 md.kendrick@fortbendcountytx.gov
With a copy to:	Fort Bend County Attn: County Judge 401 Jackson Street Richmond, Texas 77469
DSHS:	Deserie Burrell, CTCM Contract Manager Department of State Health Services 1100 West 49th Street, MC 1990 Austin, Texas 78756 deserie.burrell@dshs.texas.gov

C. Notice is effective only if the party giving or making the Notice has complied with subsections C.1 and C.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

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1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

IX. INSURANCE

As a Texas state agency, DSHS maintains self-insurance in accordance with Texas Government Code Chapter 2259 and is subject to the liability limitations set forth in Texas Civil Practice and Remedies Code Chapter 101. DSHS shall maintain such self-insurance coverage from the time Services commence until Services are completed.

X. GOVERNING LAW; VENUE

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

XI. COMPLIANCE WITH LAWS

DSHS shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, DSHS shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

XII. PUBLICITY

DSHS may not undergo publicity including contact with residents of Fort Bend County, media outlets, or other governmental agencies with regard to services rendered under this Agreement without the express written permission of County, except where required to do so by law.

XIII. CONFLICT

Any provision of this Agreement later found to be in conflict with federal law or regulation, or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this Agreement, and the remainder of the Agreement shall remain in full force and effect.

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XIV. WAIVER

A waiver by either party of a breach of this Agreement by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Agreement.

XV. ASSIGNMENT

Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this Section, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

XVI. MODIFICATION

This Agreement may be modified or amended only with the written agreement of each of the parties.

XVII. ENTIRETY

This Agreement, along with any amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written.

Both parties to this Collaboration Agreement hereby agree to any and all provisions as stipulated above.

{Execution Page Follows}

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FORT BEND COUNTY:

Robert E. Hebert, County Judge

10-24-2017
Date

DEPARTMENT OF STATE HEALTH SERVICES (DSHS)
REGION 6/5 SOUTH

David Gruber, Associate Commissioner for
Regional and Local Health Services

11/02/17
Date

ATTEST:

Laura Richard, County Clerk

COMMISSIONERS COURT TEXAS FORT BEND COUNTY TEXAS

REVIEWED BY:

10/03/2017

M. desVignes-Kendrick, M.D.
Director, Fort Bend County Health & Human Services

10/03/2017
Date

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INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND DEPARTMENT OF STATE HEALTH SERVICES (DSHS) REGION 6/5 SOUTH FOR PROCEDURE for PARTNER SERVICES WITH HIV/STI/PROGRAM AMENDMENT NO. 01

The **FORT BEND COUNTY** ("County"), a body corporate and politic under the laws of the State of Texas, and **THE DEPARTMENT OF STATE HEALTH SERVICES** ("DSHS"), who are collectively referred to herein as the "Parties" or singularly as the "Party" herein, to that certain interlocal agreement Contract effective November 2, 2017, now desire to amend the Contract.

WHEREAS, the Parties desire to revise **SECTION VII, TIME OF PERFORMANCE**; and

WHEREAS, the Parties desire to revise **SECTION VIII, NOTICE**.

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

1. **SECTION VII, TIME OF PERFORMANCE**, is hereby amended to reflect a revised termination date of December 31, 2023. Notwithstanding the foregoing sentence, either Party may terminate this Contract for convenience upon 30 days written notice pursuant to Section VII. Notice of the Contract as that section is amended below.

2. **SECTION VIII, NOTICE**, is hereby amended to replace the County information in its entirety with the following:

County: Kaye M. Reynolds, DrPH
Deputy Director, Health & Human Services
Fort Bend County Health & Human Services
4520 Reading Rd., Suite A100
Rosenberg, Texas 77471
Office: 281-238-3519
Cell: 832-407-7385
Pager: 281-434-6394
Kaye.Reynolds@fortbendcountytx.gov

AND

Ngombe Bitendelo, RN, BSN, MPH, CIC
Director of Clinical Health Services
Fort Bend County Health & Human Services
4520 Reading Rd., Suite A100
Rosenberg, Texas 77471
Office: 281-238-3548

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Fax: 281-342-7371
Ngombe.Bitendelo@fortbendcountytx.gov

3. This Amendment No. 01 shall be effective as of the date last signed below.

4. Except as amended and modified by this Amendment No. 01, all terms and conditions of the Contract, shall remain in full force and effect.

5. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

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INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND DEPARTMENT OF STATE HEALTH SERVICES (DSHS) REGION 6/5 SOUTH FOR PROCEDURE for PARTNER SERVICES WITH HIV/STI/PROGRAM

SIGNATURE PAGE FOR AMENDMENT NO. 01

FORT BEND COUNTY:

Robert E. Hebert
County Judge

Date of Execution: 11-27-2018

TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS) REGION 6/5 SOUTH

David Gruber

Associate Commissioner
Division for Regional and Local Health Operations

Date of Execution: 12/5/18

DocuSign Envelope ID: F3B65FCE-39D0-4E02-91E2-2880FA0165D0

ORIGINAL

INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND DEPARTMENT OF STATE HEALTH SERVICES (DSHS) REGION 6/5 SOUTH FOR PROCEDURE for PARTNER SERVICES WITH HIV/STI/PROGRAM AMENDMENT NO. 01

The FORT BEND COUNTY ("County"), a body corporate and politic under the laws of the State of Texas, and THE DEPARTMENT OF STATE HEALTH SERVICES ("DSHS"), who are collectively referred to herein as the "Parties" or singularly as the "Party" herein, to that certain interlocal agreement Contract effective November 2, 2017, now desire to amend the Contract.

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Deputy Director, Health & Human Services
Fort Bend County Health & Human Services
4520 Reading Rd., Suite A100
Rosenberg, Texas 77471
Office: 281-238-3519
Cell: 832-407-7385
Pager: 281-434-6394
Kaye.Reynolds@fortbendcountytx.gov

AND

Ngombe Bitendelo, RN, BSN, MPH, CIC
Director of Clinical Health Services
Fort Bend County Health & Human Services
4520 Reading Rd., Suite A100
Rosenberg, Texas 77471
Office: 281-238-3548

DocuSign Envelope ID: F3B65FCE-39D0-4E02-91E2-2880FA0165D0

Fax: 281-342-7371
Ngombe.Bitendelo@fortbendcountytx.gov

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SIGNATURE PAGE FOLLOWS

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INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND DEPARTMENT OF STATE HEALTH SERVICES (DSHS) REGION 6/5 SOUTH FOR PROCEDURE for PARTNER SERVICES WITH HIV/STI/PROGRAM

SIGNATURE PAGE FOR AMENDMENT NO. 01

FORT BEND COUNTY:

Robert E. Hebert
County Judge

Date of Execution: 11-27-2018

TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS) REGION 6/5 SOUTH

David Gruber

Associate Commissioner
Division for Regional and Local Health Operations

Date of Execution: 12/5/18

DocuSign Envelope ID: F3B65FCE-39D0-4E02-91E2-2880FA0165D0

Resurrection Metropolitan Community Church
2025 W. 11th Street
Houston, TX 77008
RE: Request for Applications for HIV Prevention Services, RFA No. HHS0000778

March 4, 2019

To the HIV Prevention Program of Fort Bend County:

In order to end HIV in Texas, Resurrection Metropolitan Community Church wishes to collaborate with Fort Bend County to utilize each organization's services to their full potential. The parties therefore agree to work together in one or more of the following areas and refer clients and accept client referrals as needed and appropriate for the populations at risk for acquiring and transmitting HIV, designated in this RFA as Hispanic MSM, Black MSM, White MSM, transgender persons and Black Heterosexual Women:

- ☑ Provide space in their location or at their event for engagement of the targeted populations, to include HIV/STD/PrEP/nPEP education and recruitment for testing or provision of PrEP/nPEP and other support services.
- ☑ Provide space for testing for HIV/STDs and distribution of condoms
- ☑ Serve as a condom distribution partner and/or site
- ☑ Collaborate with County to implement engagement, testing, linkage to care, and condom distribution
- ☑ Coordinate efforts for outreach and education to clinical providers to encourage adoption of PrEP/nPEP
- ☑ Collaborate in the integration of PrEP/nPEP with services for HIV prevention, treatment, viral hepatitis or STD

The parties will seek to keep communications open and to continue to review strategies for improving service delivery in the effort to end HIV in our communities.

Sincerely,

Mark Eggleston
Director of Communications at Resurrection Metropolitan Community Church

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THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF FORT BEND §

COLLABORATION AGREEMENT BETWEEN FORT BEND COUNTY AND ST. HOPE FOUNDATION REGARDING CONTINUUM OF CARE FOR HIV/AIDS TREATMENT AND PRE-EXPOSURE PROPHYLAXIS

This Collaboration Agreement (Agreement) is entered into between Fort Bend County ("COUNTY"), acting herein by and through its Commissioners' Court and St. Hope Foundation ("AGENCY"), a non-profit governed by the laws of Texas.

RECITALS

WHEREAS, both County and Agency wish to enter into this Agreement to work together to ensure that residents in Fort Bend County have access to healthcare services; and

WHEREAS, both County and Agency wish to reduce duplication of service delivery, and maximize available resources; and

WHEREAS, this collaborative effort between County and Agency to respond to the growing health care needs of HIV positive individuals in Fort Bend County serves a public purpose;

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

I. PURPOSE

This Agreement delineates the responsibilities of the County and Agency for activities related to the health services provided by the County and the Agency for HIV positive individuals.

II. SCOPE

No provision in this Agreement limits the activities of the County in performing local and state functions.

III. DEFINITIONS and ACRONYMS

A. "PrEP"- Pre-exposure prophylaxis; measures designed to prevent the occurrence of HIV/ AIDS or its dissemination.
B. "Newly Diagnosed HIV Positive Individuals" - clients diagnosed as being HIV positive who have not received prior treatment as it relates to this Agreement by County or Agency
C. "PLWHA"- Persons Living with HIV/AIDS
D. "Out-of-care" - those HIV positive clients who have not had a primary medical care encounter within the previous six months.

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E. "Appropriate Care"- level of care as determined by FBCHHS.

IV. GENERAL RESPONSIBILITIES

COUNTY DUTIES:

A. County will make reasonable efforts to link newly diagnosed HIV positive clients and those Persons Living with HIV/AIDS (PLWHA) defined as "out-of-care" with County and Agency services to provide appropriate care.
B. County will refer to Agency those newly diagnosed or out-of-care HIV positive clients desiring services from Agency for HIV services by paper referral given to client and a follow-up connection call to Agency.
C. County will request information regarding client's attendance at HIV related medical appointments at least until determination of administration of antiretroviral medications by the Agency.
D. County will monitor the delivery of services in a manner as determined by County in order to provide coordination of services and avoid duplication of services.
E. County will provide Agency with a County point of contact to answer questions or concerns regarding the health services described in this Agreement.
F. County will assure that any information gathered during the course of this Agreement will be kept in a secure manner.
G. County will make reasonable efforts to identify high-risk clients and attempt to link those clients to Agency PrEP services as appropriate.

AGENCY DUTIES:

A. Agency will provide HIV related and other medical care as appropriate to clients referred to Agency for these services.
B. Agency will monitor the delivery of services in a manner as determined by County in order to provide coordination of services and avoid duplication of services.
C. After receiving a signed client release from the client, Agency will provide to the County information regarding client's attendance at HIV related medical appointments.
D. Agency will provide County with an Agency point of contact to answer questions or concerns regarding the health services described in this Agreement.
E. Agency will assure that any information gathered during the course of this Agreement will be kept in a secure manner.
F. Agency agrees to refer and accept referrals for services as appropriate for clients.

ADDITIONAL DUTIES:

A. Both will serve all eligible clients regardless of race, gender, sexual preference or religion, seeking to eliminate any discriminatory practices related to client care.
B. Both entities will establish programs that focus on the client's health outcomes.
C. Both entities will seek to provide high quality care that exceeds the standards of care set by the governing bodies.

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D. Both entities will keep communication open and on-going to review strategies for improving service delivery and ensure the objectives for this agreement are fully met.

V. COMPENSATION

Nothing in this Agreement, whether express or implied, will confer upon either party any right to compensation for services under this Agreement.

VI. INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of the County or the Agency. No provision of this Agreement or act of Agency in performance of the Agreement shall be construed as making the Agency the agent, servant or employee of County, the State of Texas or the United States Government. The Agency is solely responsible for employee payrolls and claims arising therefrom. The Agency shall notify County of the threat of lawsuit or of any actual suit filed against the Agency pertaining to this Agreement or which would adversely affect the Agency's ability to perform services under this Agreement.

VII. CONFIDENTIALITY

A. Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Agency or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information").

B. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Agency) publicly known or is contained in a publicly available document; (b) is rightfully in Agency's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Agency who can be shown to have had no access to the Confidential Information.

C. Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Agency shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Agency shall advise County immediately in the event Agency learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Agency will at its expense cooperate with County in seeking

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injunctive or other equitable relief in the name of County or Agency against any such person. Agency agrees that, except as directed by County, Agency will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Agency will promptly turn over to County all documents, papers, and other matter in Agency's possession which embody Confidential Information.

D. Agency acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Agency acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

E. Agency in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

F. Agency expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Agency shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

VIII. INSPECTION OF BOOKS AND RECORDS

Agency will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Agency for the purpose of verifying the amount of work performed under this Agreement. County's right to inspect survives the termination of this Agreement for a period of four years.

IX. TIME OF PERFORMANCE

This Agreement shall remain in effect through December 31, 2018, at which time the Agreement shall automatically renew for an additional five (5) one-year terms, ending on December 31, 2024.

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X. LIABILITY

AS PERMITTED BY LAW, AGENCY SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF AGENCY ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF AGENCY OR ANY OF AGENCY'S AGENTS, SERVANTS OR EMPLOYEES.

XI. NOTICE

A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County:

Kaye M. Reynolds, DrPH
Deputy Director, Health & Human Services
Fort Bend County Health & Human Services
4520 Reading Rd., Suite A100
Rosenberg, Texas 77471
Office: 281-238-3519
Cell: 832-407-7385
Pager: 281-434-6394
Kaye.Reynolds@fortbendcountytx.gov

AND

Ngombe Bitendelo, RN, BSN, MPH, CIC
Director of Clinical Health Services
Fort Bend County Health & Human Services
4520 Reading Rd., Suite A100
Rosenberg, Texas 77471
Office: 281-238-3548
Fax: 281-342-7371
Ngombe.Bitendelo@fortbendcountytx.gov

With a copy to:

Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

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Agency: St. Hope Foundation
Attn: Chief Executive Officer
6200 Savoy, Suite 540
Houston, Texas 77036

C. Notice is effective only if the party giving or making the Notice has complied with subsections C.1 and C.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

XII. INSURANCE

A. Prior to commencement of the Services, Agency shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Agency shall provide certified copies of insurance endorsements and/or policies if requested by County. Agency shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Agency shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

1. Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.
2. Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
3. Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
4. Professional Liability insurance with limits not less than $1,000,000.

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B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Agency shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
C. If required coverage is written on a claims-made basis, Agency warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the Agreement is completed.

XIII. GOVERNING LAW; VENUE

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

XIV. COMPLIANCE WITH LAWS

Agency shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Agency shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

XV. PUBLICITY

Agency may not undergo publicity including contact with residents of Fort Bend County, media outlets, or other governmental agencies with regard to services rendered under this Agreement without the express written permission of County, except where required to do so by law.

XVI. CONFLICT

Any provision of this Agreement later found to be in conflict with federal law or regulation, or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this Agreement, and the remainder of the Agreement shall remain in full force and effect.

XVII. WAIVER

A waiver by either party of a breach of this Agreement by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Agreement.

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XVIII. ASSIGNMENT

Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this Section, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

XIX. MODIFICATION

This Agreement may be modified or amended only with the written agreement of each of the parties.

XX. ENTIRETY

This Agreement, along with any amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written.

Both parties to this Collaboration Agreement hereby agree to any and all provisions as stipulated above.

{Execution Page Follows}

{Remainder Intentionally Left Blank}

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IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY:

Robert E. Hebert, County Judge

4-24-2018

Date

ST. HOPE FOUNDATION:

Rodney Goodie, Executive Officer

3/30/2018

Date

ATTEST:

Laura Richard, County Clerk

COMMISSIONERS COURT TEXAS FORT BEND COUNTY, TEXAS

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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)	Yes
2. Background Information	
a. Form A: Respondent Information Page	Yes
b. Form B: Entity Information and Contract History	Yes
B1: Governmental Entity (if applicable)	Yes
B2: Non-Profit or For-Profit Entity (if applicable)	N/A
c. Form C: Application Summaries	
d. Form D: Abstracts for Funding Opportunities	Yes
3. Assessment Narrative	
a. Form E: Applicant Background	Yes
b. Form F: Assessment Narrative	Yes
4. Performance Measures and Standards	
a. Form G: Performance Measures and Standards	Yes
5. Work Plan	
a. Form H: Work Plan	Yes
6. Expenditure Application (template included)	
a. Form I: Expenditure Application Template	Yes
b. Form I1:Budget Summary	Yes
7. Applicable Exhibits and Forms:	
a. Exhibit A, Affirmations and Solicitation Acceptance	Yes
b. Exhibit C, Data Use Agreement and SPI	Yes
c. Exhibit D, Assurances - Non-Construction Programs	Yes
d. Exhibit E, Exceptions Form	N/A
e. Exhibit F, FFATA Form	Yes
f. Exhibit H, Certification regarding Lobbying	Yes

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.

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Tony's Corner Pocket
817 W. Dallas St.
Houston, TX 77019
RE: Request for Applications for HIV Prevention Services, RFA No. HHS0000778

March 4, 2019

To the HIV Prevention Program of Fort Bend County:

In order to end HIV in Texas, Tony's Corner Pocket wishes to collaborate with Fort Bend County to utilize each organization's services to their full potential. The parties therefore agree to work together in one or more of the following areas and refer clients and accept client referrals as needed and appropriate for the populations at risk for acquiring and transmitting HIV, designated in this RFA as Hispanic MSM, Black MSM, White MSM, transgender persons and Black Heterosexual Women:

- ☑ Provide space in their location or at their event for engagement of the targeted populations, to include HIV/STD/PrEP/nPEP education and recruitment for testing or provision of PrEP/nPEP and other support services.
- ☑ Provide space for testing for HIV/STDs and distribution of condoms
- ☑ Serve as a condom distribution partner and/or site
- ☐ Collaborate with County to implement engagement, testing, linkage to care, and condom distribution
- ☐ Coordinate efforts for outreach and education to clinical providers to encourage adoption of PrEP/nPEP
- ☐ Collaborate in the integration of PrEP/nPEP with services for HIV prevention, treatment, viral hepatitis or STD

The parties will seek to keep communications open and to continue to review strategies for improving service delivery in the effort to end HIV in our communities.

Sincerely,

Tony's Corner Pocket
Tony Vaccaro
Owner of Tony's Corner Pocket Bar

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Town and Country Apartments
2111 Thompson Rd.
Richmond, TX 77469
RE: Request for Applications for HIV Prevention Services, RFA No. HHS0000778

March 22, 2019

To the HIV Prevention Program of Fort Bend County:

In order to end HIV in Texas, Town and Country Apartments wishes to collaborate with Fort Bend County to utilize each organization's services to their full potential. The parties therefore agree to work together in one or more of the following areas and refer clients and accept client referrals as needed and appropriate for the populations at risk for acquiring and transmitting HIV, designated in this RFA as Hispanic MSM, Black MSM, White MSM, transgender persons and Black Heterosexual Women:

- ☑ Provide space in their location or at their event for engagement of the targeted populations, to include HIV/STD/PrEP/nPEP education and recruitment for testing or provision of PrEP/nPEP and other support services.
- ☐ Provide space for testing for HIV/STDs and distribution of condoms
- ☑ Serve as a condom distribution partner and/or site
- ☐ Collaborate with County to implement engagement, testing, linkage to care, and condom distribution
- ☐ Coordinate efforts for outreach and education to clinical providers to encourage adoption of PrEP/nPEP
- ☐ Collaborate in the integration of PrEP/nPEP with services for HIV prevention, treatment, viral hepatitis or STD

The parties will seek to keep communications open and to continue to review strategies for improving service delivery in the effort to end HIV in our communities.

Sincerely,

Town and Country Apartments
Ofelia Catalan-Ramirez
Property Manager at Town & Country Apts.

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Trend Barber College
8250 West Bellfort St.
Houston, TX 77071
RE: Request for Applications for HIV Prevention Services, RFA No. HHS0000778

March 4, 2019

To the HIV Prevention Program of Fort Bend County:

In order to end HIV in Texas, Trend Barber College wishes to collaborate with Fort Bend County to utilize each organization's services to their full potential. The parties therefore agree to work together in one or more of the following areas and refer clients and accept client referrals as needed and appropriate for the populations at risk for acquiring and transmitting HIV, designated in this RFA as Hispanic MSM, Black MSM, White MSM, transgender persons and Black Heterosexual Women:

- ☑ Provide space in their location or at their event for engagement of the targeted populations, to include HIV/STD/PrEP/nPEP education and recruitment for testing or provision of PrEP/nPEP and other support services.
- ☑ Provide space for testing for HIV/STDs and distribution of condoms
- ☑ Serve as a condom distribution partner and/or site
- ☐ Collaborate with County to implement engagement, testing, linkage to care, and condom distribution
- ☐ Coordinate efforts for outreach and education to clinical providers to encourage adoption of PrEP/nPEP
- ☐ Collaborate in the integration of PrEP/nPEP with services for HIV prevention, treatment, viral hepatitis or STD

The parties will seek to keep communications open and to continue to review strategies for improving service delivery in the effort to end HIV in our communities.

Sincerely,

Agency Representative

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Form **PCS 515**

ROUTING REQUEST

TEXAS Health and Human Services

Section 1: Request Information

Contract No.: HHS000077800023 ☒ New ☐ Amendment No.: ☐ Emergency *(See Tex. Gov Tex. Gov't Code Ch. 418; §2155.137 and TAC §20.41)*

Work Order No.: ☐ New ☐ Amendment No.:

Contractor Legal Business Name: Fort Bend County

Total Contract Value (including renewals): $1,750,000.00 ($350,000.00) Requesting Agency/Program: DSHS/LIDS (HIV/PREVF)

Contract Manager Name: Deanna Kinsfather Buyer Name: Lori Ashworth

Contract Manager E-mail: deanna.kinsfather@dshs.texas.gov Buyer E-mail: Lori.Ashworth@hhsc.state.tx.us

Contract Manager Phone: 512-776-2317 Buyer Phone: 512-406-2462

Section 2: CAPPS Approvals - The individuals listed shall be program specific contract approvers as designated by the program area.

	Approver Title	Approver Name	Approver E-mail Address	See attached proof of approval
1.	Program Approver	Helen Whittington	helen.whittington@dshs.texas.gov	☐
2.	Section Director	Patty Melchior	patty.melchior@dshs.texas.gov	☐
3.	Associate Commissioner	Imelda M. Garcia	imeldam.garcia@dshs.texas.gov	☐
4.	Budget Analysis	Amanda Hudson	amanda.hudson@dshs.texas.gov	☐
5.	Senior Advisor	Kirk Cole	kirk.cole@dshs.texas.gov	☐
6.				☐
7.				☐
8.				☐
9.				☐
10.				☐
11.				☐
12.				☐
13.				☐
14.				☐
15.	Deputy Executive Commissioner ($1M and over only)			☐

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Form **PCS 515**

ROUTING REQUEST

TEXAS Health and Human Services

Section 3: DocuSign Signatories

Signatory	Name	E-mail Address
Contractor Signature Authority	KP George, County Judge	county.judge@fortbendcountytx.gov
Additional Contractor Signature Authority*		
Contractor Signature cc	Ngombe Bitendelo; Ed Sturdivant	ngombe.bitendelo@fortbendcountytx.gov; ed.sturdivant@fortbendcoun
HHS Budget ($1M and over only)	Trey Wood	Trey.Wood@HHSC.State.TX.US
Legal Director ($1M and over only)	Andy Marker	Edward.Marker@HHSC.State.TX.US
Office of Chief Counsel ($1M and over only)	Karen Ray	Karen.Ray@HHSC.State.TX.US
HHS Signature Authority	Jennifer Sims	jennifer.sims@dshs.texas.gov
HHS Signature Authority cc		
General Inbox cc	CMS Mailbox	cmucontracts@dshs.texas.gov

Instructions

PURPOSE

To direct HHS contracts, work orders, amendments, renewals, and extensions through routing for the contract document's final approval and execution process.

WHEN TO PREPARE THIS FORM

The routing request form shall be completed for any document requiring CAPPS FIN 9.2 approval routing and for all DocuSign signature routing. Requestor shall adhere to any HHS Circular-46 requirements as well as consult with program to complete the form prior to submission to Procurement and Contracting Services Quality Assurance ("PCS QA"). The information provided on the routing request form will be used by PCS QA to create the document routing approval path in CAPPS FIN 9.2 as well as create the DocuSign path for contractor signatory and HHS signatory execution.

PROCEDURES

Section 1: To be completed by Buyer and Program. This section shall contain the necessary contract information.
Section 2: To be completed by the Program area. This section shall contain all required program specific approvers. These individuals will be inserted into the CAPPS approval process. For contracts valued at $1M and over, the program Deputy Executive Commissioner is required.
Section 3: To be completed by the Program area. This section shall contain all required contract signatory information. These individuals will be inserted into the DocuSign routing path. For contracts valued at $1M and over, Deputy Executive Commissioner of Financial Services, Legal Director, and Chief Counsel are required.

There are certain aspects of this form that do not apply to DFPS.*

* If adding second contractor signature authority, please provide instructions on which documents need to be completed by this individual.

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Document Approval Status

SetID HHSTX **Contract ID** HHS000077800023
Supplier FORT BEND COUNTY

Review/Edit Approvers

Procurement QA Approval

:Approved — View/Hide Comments

Procurement QA Group

Approved	Approved	Approved	Approved	Approved	Approved
Mcfadden,Megan M Procurement QA for DocumentAWE 10/24/19 - 12:02 PM	Whittington,Helen Regina Inserted Approver 10/24/19 - 1:50 PM	Melchior,Patricia A Inserted Approver 10/24/19 - 2:27 PM	Garcia,Maria Imelda Inserted Approver 10/28/19 - 12:18 PM	Hudson,Amanda Boydlin Inserted Approver 10/29/19 - 9:20 AM	Cole,Kirk Inserted Approver 10/29/19 - 11:33 AM

Comments

Legal Approval

:Approved — View/Hide Comments

Legal Approval

Skipped	Approved
No approvers found HHSC Doc AWE Cntrct Doc Legal	Mcfadden,Megan M Error Step 10/29/19 - 12:06 PM

Comments

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REQUEST DOCUMENT

General Purchase Request

Requestor	00000309891 - Wells,Gretchen
Requisition ID	0000098625
Document ID	ADH00000000000000000097925
Document Owner	00000309891 - Wells,Gretchen

Goods/Services Detail

Detailed description/Scope of request (what are you buying?)Detail description of the contract request	Contract Statement of Work (SOW) description: Grantee will implement activities related to HIV Prevention services under HIV RFA#HHS0000778. The purpose is to prevent new HIV infections in Texas and ensuring individuals living with HIV have access to systems of care. Through the RFA DSHS offered five funding opportunities: 1) routine testing, 2) Core HIV Prevention 3) Prep and n PEP 4) client level interventions and 5) structural interventions. Name: Fort Bend County Contract Term: 1/01/2020 - 12/31/2020 at $350,000. Contract will be renewed for an additional four years and subsequent requisitions will be entered each renewal. In addition, this crosses fiscal years an encumbrance req will be entered once the FY21 budget is loaded. Cumulative amount for five years is $1,750,000.00**Note - PCS Purchaser Assigned to these contracts & RFA is Lori Ashworth in the Complex Team. Boilerplate process utilized. Do not collaborate in CAPPS. All documents will be sent via email.
Justification of request	This is a new contract, grantee selected under RFA HHS0000778, to prevent new HIV infections in Texas and ensuring that individuals living with HIV have access to systems of care. Also offering a comprehensive approach to reducing HIV based on public health principles and the continuum of HIV care.
Initial estimated total value of the purchase or contract(s) including potential extensions/renewals	$ 1,750,000.000
Request category	Services Only
Anticipated start date for services or delivery date for goods	January 01, 2020
Estimated total value of Goods	$ 0.000
Estimated total value of Service	$ 0.000
Service category	Client Services
Construction Project#	

Emergency/Expedited Request

Emergency/Expedited request?	None

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REQUEST DOCUMENT

General Purchase Request

Justification	

Sole Source/Proprietary

Sole source/Proprietary?	Neither
Justification	

EIR Request

EIR Request	No

IT Request

IT request category	None
IT Hardware sub-category	
IT Peripherals sub-category	
Is this a new IT position?	

Contract Request

Anticipated award	Contract
MOU/MOA contract?	NONE
Inter-agency or inter-local contract?	Neither
Contractor/Sub-recipient relationship	Sub-recipient
Agency lead contact	00000185546 - Kinsfather,Deanna
Contract manager	00000101012 - Walker,Tina A
Does the request involve exchange of confidential information?	No
Will the awardee be a HIPAA business associate?	No
ACA assigned risk level	NA

Supplemental information and comments

Contract Statement of Work (SOW) description: Grantee will implement activities related to HIV Prevention services under HIV RFA#HHS0000778. The purpose is to prevent new HIV infections in Texas and ensuring individuals living with HIV have access to systems of care. Through the RFA DSHS offered five funding opportunities: 1) routine testing, 2) Core HIV Prevention 3) Prep and n PEP 4) client level interventions and 5) structural interventions.

**This contract crosses fiscal years. This requisition includes funding only for current FY20. An additional requisition will be processed in the future for the FY21 funding.

DocuSign Envelope ID: F3B65FCE-39D0-4E02-91E2-2880FA0165D0

REQUEST DOCUMENT

General Purchase Request

Vendor (Supplier) Name: Fort Bend county
Vendor/TIN (Supplier ID): 1756001969
Vendor (Supplier) Mail Code:000
Vendor/Subrecipient Determination: Subrecipient
Budget Account Category: 761300
Suggested Account Code: 760400

Contract Term: 1/1/2020 – 12/31/2020 with four one-year renewal options.
Contract Amount: $ 350,000 for one year

Contract Manager Name/Phone: Deanna Kinsfather 512-776-2317
Contract Manager Email: deanna.kinsfather@dshs.texas.gov
DSHS Program ID (SCOR Other Subject): HIV/PREVS
SCOR Division: Laboratory & Infectious Disease Services (LIDS)

DocuSign Envelope ID: F3B65FCE-39D0-4E02-91E2-2880FA0165D0

Business Unit: HHSTX
Requisition: 0000098625
Requisition Name: FY20 HIV/PREVS Fort Bend Count
Requester: 00000309891
Requested By: Wells,Gretchen
Entered Date: 9/26/19
Status: Approved
Currency: USD
Requisition Total: 0.00

Line: 1 **Item Description:** FY20 HIV/PREVS Fort Bend County **Quantity:** 1.0000 **UOM:** EA **Price:** 0.00 **Line Total:** 0.00
Line Status: Approved

Ship Line: 1
Attention: Wells,Gretchen

Ship To: 1990
Due Date: 1/1/20

Address:
DEPARTMENT OF STATE HEALTH SERVICES
1100 W 49th St
Ste 605
Austin TX 78756
United States

Shipping Quantity: 1.0000
Shipping Total: 0.00

Dist	Status	Location	Qty	PCT	Amount	GL Unit	Account
1	Open	1990	1.0000	100.00	0.00	53700	761200

Dept	Fund	Program	Class	Budget Ref
H31000	0001	420	71088	012020

Open QTY	Project	Open Amt
1.0000	0Y105GRHIVM OE	0.000

GL Base Amount	Currency	Sequence	Capitalize
0.00	USD	0	N

Certificate Of Completion

Envelope Id: F3B65FCE39D04E0291E22880FA0165D0
Subject: New $1,750,000; HHS000077800023; Fort Bend County; DSHS (HIV/PREVF)
Source Envelope:
Document Pages: 540
Certificate Pages: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 5
Initials: 0

Status: Completed

Envelope Originator:
Texas Health and Human Services Commission
1100 W. 49th St.
Austin, TX 78756
PCS_DocuSign@hhsc.state.tx.us
IP Address: 167.137.1.16

Record Tracking

Status: Original
10/31/2019 1:08:30 PM

Holder: Texas Health and Human Services Commission
PCS_DocuSign@hhsc.state.tx.us

Location: DocuSign

Signer Events	Signature	Timestamp
KP George county.judge@fortbendcountytx.gov County Judge Fort Bend County Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: KP George F546587DD2BD433... Signature Adoption: Pre-selected Style Using IP Address: 209.184.91.105	Sent: 10/31/2019 1:13:18 PM Viewed: 11/8/2019 4:53:21 PM Signed: 11/26/2019 2:26:55 PM
Andy Marker Edward.Marker@hhsc.state.tx.us Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 167.137.1.14	Sent: 11/26/2019 2:27:04 PM Viewed: 11/26/2019 5:01:14 PM Signed: 11/26/2019 5:01:18 PM
Karen Ray Karen.Ray@hhsc.state.tx.us Chief Counsel HHSC Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 167.137.1.13	Sent: 11/26/2019 5:01:28 PM Viewed: 11/26/2019 5:56:06 PM Signed: 11/26/2019 5:56:12 PM
Jennifer Sims Jennifer.Sims@dshs.texas.gov Deputy Commissioner Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Jennifer Sims FF74006FBA6747E... Signature Adoption: Pre-selected Style Using IP Address: 160.42.85.8	Sent: 11/26/2019 5:56:21 PM Viewed: 11/27/2019 7:57:33 AM Signed: 11/27/2019 7:57:56 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Lori Ashworth lori.ashworth@hhsc.state.tx.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/31/2019 1:13:16 PM
Deanna Kinsfather deanna.kinsfather@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/31/2019 1:13:16 PM
CMS CMUcontracts@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/31/2019 1:13:16 PM
Ed Sturdivant ed.sturdivant@fortbendcountytx.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/31/2019 1:13:17 PM Viewed: 11/15/2019 11:33:18 AM
Ngombe Bitendelo ngombe.bitendelo@fortbendcountytx.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/31/2019 1:13:17 PM Viewed: 10/31/2019 2:06:22 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/26/2019 5:56:21 PM
Certified Delivered	Security Checked	11/27/2019 7:57:33 AM
Signing Complete	Security Checked	11/27/2019 7:57:56 AM
Completed	Security Checked	11/27/2019 7:57:56 AM

Payment Events	Status	Timestamps