

CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Department of Public Health – Administration

AGENDA DATE: CCA Consent 01/10/12

CONTACT PERSON/PHONE: Michael Hill, Director (771-5702)

DISTRICT(S) AFFECTED: All

SUBJECT:

That the City Manager be authorized to sign and submit DSHS Contract No. #2012-040428 for its Human Immunodeficiency Virus ("HIV") Prevention – Federal program, in the amount of \$414,415.00, to allow the City to conduct HIV Prevention activities to ensure said prevention services are provided to persons at greatest risk of acquiring and/or transmitting HIV infection.

BACKGROUND / DISCUSSION:

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

N/A

*****AUTHORIZATION*****

DEPARTMENT HEAD:



RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the City Manager be authorized to sign and submit DSHS Contract No. #2012-040428 for its Human Immunodeficiency Virus ("HIV") Prevention – Federal program, in the amount of \$414,415.00, to allow the City to conduct HIV Prevention activities to ensure said prevention services are provided to persons at greatest risk of acquiring and/or transmitting HIV infection.

PASSED AND APPROVED this _____ day of _____, 2012.

CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:



Michael Hill, Director
Department of Public Health

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2012-040428 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and CITY OF EL PASO (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.
2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is \$414,415.00, and the payment method(s) shall be as specified in the Program Attachments.
3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
4. **Term of the Contract.** This Contract begins on 01/01/2012 and ends on 12/31/2012. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

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

- a. Core Contract (this document)
- b. Program Attachments:

2012-040428-001 HIV/PREVF
- c. General Provisions (Sub-recipient)
- d. Solicitation Document(s), and
- e. Contractor's response(s) to the Solicitation Document(s).
- f. Exhibits

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

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

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

Name: CITY OF EL PASO
Address: COMPTROLLER S OFFICE 2 CIVIC CENTER PLZ
EL PASO, TX 79901-1153
Vendor Identification Number: 17460007499000

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

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

CITY OF EL PASO

By: _____
Signature of Authorized Official

By: _____
Signature

Date

Date

Bob Burnette, C.P.M., CTPM

Joyce Wilson, City Manager
Printed Name and Title

Director, Client Services Contracting Unit

5115 El Paso Drive
Address

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

El Paso, TX 79905
City, State, Zip

(512) 458-7470

915-771-5707
Telephone Number

Bob.Burnette@dshs.state.tx.us

GallegosMA@elpasotexas.gov
E-mail Address for Official Correspondence



CONTRACT NO. 2012-040428-
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000380310

CONTRACTOR: CITY OF EL PASO

DSHS PROGRAM: HIV/PREVF

TERM: 01/01/2012

THRU: 12/31/2012

SECTION I. STATEMENT OF WORK:

Contractor shall conduct Human Immunodeficiency Virus (HIV) Prevention activities to ensure HIV Prevention services are provided to persons at greatest risk of acquiring and/or transmitting HIV infection, as identified through the HIV Prevention community planning process and as directed by the Department of State Health Services (DSHS). Activities under this Renewal Program Attachment shall demonstrate cost-effectiveness, innovation, coordination, and collaboration with other community efforts.

Contractor will comply with the terms of the final, approved Work Plan for this Renewal Program Attachment (see Exhibit A).

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

- DSHS' HIV and STD Program Operation Procedures and Standards, including any revisions, located at <http://www.dshs.state.tx.us/hivstd/pops/default.shtm>;
- DSHS' Standards for Public Health Services, including any revisions, located at <http://www.dshs.state.tx.us/qmb/dshsstdrds4clinciservs.pdf>;
- DSHS' HIV/STD Confidential Information Security Policy, HIV/STD Breach of Confidentiality Response Policy, and Breach Report Form/ Breach Report Form Instructions at <http://www.dshs.state.tx.us/hivstd/policy/policies.shtm>;
- Any letters or memos with additional directions and policies; and in accordance with the detailed budget as approved by DSHS Program (see attached Categorical Budget Detail); and with the HIV Prevention Area Action Plan for the area in which Contractor is providing services. These plans are available at http://www.dshs.state.tx.us/hivstd/planning_profiles/default.shtm.

Contractor shall provide services in the following geographic location(s):
Brewster, Culberson, El Paso, Hudspeth, Jeff Davis, Presidio

All of the above-named applicable documents are incorporated herein by reference and made a part of this Renewal Program Attachment. Contractor must receive advance written approval from DSHS before varying from any of these requirements, and must update its implementation

documentation within forty-eight (48) hours of making approved changes so that staff working on activities under this Renewal Program Attachment knows of the change(s).

Contractor shall comply with all applicable federal and state regulations and statutes including, but not limited to:

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

Contractor shall 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 provided as part of activities conducted under this Renewal Program Attachment.

HIV Prevention activities under this Renewal Program Attachment should:

- Prevent the acquisition and/or transmission of HIV;
- Increase the number of persons who know their HIV status;
- Reduce associated morbidity and mortality among HIV-infected persons and their partners by assuring referral to appropriate medical, social, and prevention services; and
- Initiate needed HIV prevention services according to DSHS HIV prevention plans and program priorities (found at http://www.dshs.state.tx.us/hivstd/Planning_Profiles/default.shtm). These services are to be fully accessible, well-suited to each population's behavioral and other life situations, and fully integrated into a comprehensive system of related health services.

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

QUALITY ASSURANCE ACTIVITIES

Prevention activities under this Renewal Program Attachment include Quality Assurance (QA) activities (in accordance with DSHS Program's RFP # HIV/PREV-0214.1, and the DSHS Protocol Based Counseling Quality Assurance Standards, as revised, located at <http://www.dshs.state.tx.us/hivstd/training/qastandards.shtm#pbc>). Prevention activities also include HIV Testing and Protocol-Based Prevention Counseling (PBC), Comprehensive Risk Counseling Services (CRCS) activities, and Evidence-Based Intervention (EBI) activities. These activities must be conducted in accordance with DSHS Program's RFP # HIV/PREV-0214.1, DSHS' HIV and STD Program Operation Procedures and Standards, including any revisions, located at <http://www.dshs.state.tx.us/hivstd/pops/default.shtm>, and The Fact Sheets of Effective Prevention Interventions located at <http://www8.utsouthwestern.edu/utsw/cda/dept156726/files/165413.html>.

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

Contractors that enter into contracts with subcontractors are entirely responsible to DSHS for the performance of those subcontractors. If subcontractors are used, Contractor is expected to adequately monitor the implementation of interventions and other activities under this contract, the efficient and effective use of resources by the subcontractor(s), the capacity and performance of subcontractor staff implementing interventions and other activities under this Renewal Program Attachment, and ensure that subcontractors are properly collecting and reporting data.

Contractor shall comply with the following quality assurance requirements:

- Implement an orientation plan for Contractor's new staff (i.e., new hires involved in activities under this Renewal Program Attachment), which will be reviewed by DSHS staff during monitoring visits. The plan shall be consistent with all the terms of this Renewal Program Attachment.
- Ensure that monitoring and evaluation of Contractor staff performance, and its subcontractor's staff performance, if applicable, is conducted and documented according to the schedule below:

| Length of time the Contractor staff member has been performing the intervention | For group-level interventions (including the group-level component of community-level interventions), staff must be monitored at least: | For all other interventions (including PBC, SNS, and CRCS), staff must be monitored at least: |
|---|--|--|
| 3 months or less | One out of every 3 sessions* | Twice a month |
| 4 to 6 months | Twice a month | Twice a month |
| 7 to 12 months | Monthly | Monthly |
| 1 to 2 years | Quarterly | Quarterly |
| 2 years or more | Every 6 months | Every 6 months |

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

- Keep written monitoring and evaluation records of all staff involved in contract activities, including those of subcontractors. DSHS Program may specify evaluation and monitoring tools to be used. Information related to quality assurance activities, along with any other documentation associated with activities under this Renewal Program Attachment, are subject to review by DSHS Program during program reviews and at any other time.
- Solicit feedback (e.g., client surveys) from clients being served by Contractor under this Renewal Program Attachment, and provide a summary of the client feedback for each intervention at least

once during the term of this Renewal Program Attachment. This summary must be available for review during DSHS site visits.

- Designate and train staff to be responsible for quality assurance activities, including ensuring accurate and consistent data collection and reporting.
- Facilitate DSHS Program review of all prevention activities provided by Contractor and its subcontractor(s).
- Submit program materials produced by Contractor for review and approval by a local Program Materials Review Panel (PMRP). Program materials include, but are not limited to: pamphlets, fliers, survey instruments, web sites, videos, and scripts for advertisements.
- Ensure HIV prevention materials, supplies, and tangible reinforcements (i.e., participation incentives for target population) are appropriate for the target population(s). Contractor must implement and maintain control systems and assign internal responsibility for monitoring distribution of tangible reinforcements.

PROTOCOL BASED PREVENTION COUNSELING (PBC) ACTIVITIES:

Contractor shall conduct the following quality assurance activities:

- Follow the orientation and training schedule outlined in the DSHS Protocol Based Counseling Quality Assurance Standards, located at <http://www.dshs.state.tx.us/hivstd/training/default.shtm> and at <http://www.dshs.state.tx.us/hivstd/training/pctools/standards.shtm>.
- Audit PBC charts and retain all audit documentation as described in the DSHS Protocol Based Counseling Quality Assurance Standards located at <http://www.dshs.state.tx.us/hivstd/training/pctools/standards.shtm>.
- Provide HIV prevention counseling sessions with required elements referenced in the DSHS Protocol Based Counseling Quality Assurance Standards located at <http://www.dshs.state.tx.us/hivstd/training/pctools/standards.shtm>.
- Contractor shall direct these services to target populations in the relevant Area Action Plan and as specified in Contractor's objectives as approved by DSHS Program.

EVIDENCE-BASED INTERVENTION (EBI) ACTIVITIES:

Contractor shall conduct the following quality assurance activities:

- Follow the orientation and training schedule for EBI, located at <http://www.dshs.state.tx.us/hivstd/training/default.shtm>.
- Comply with the Health Education and Risk Reduction Activities for High Risk Populations section of DSHS Program's RFP, referenced herein.
- Provide justification to, and obtain written approval from, DSHS prior to the customization, tailoring and/or adaptation of the curriculum, target population, activities, number of sessions, etc., of an EBI.

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. Tangible reinforcements must be approved in advance by DSHS Program. Contractor shall maintain a policy regarding the use of tangible reinforcements and a log for tracking the purchase and distribution of tangible reinforcements. The policy and log are subject to review by DSHS Program during program reviews and at any other time. The policy must limit the use of tangible reinforcements to the following types of situations: for participation in rapid assessment activities, for recruitment of clients into PBC, CRCS, testing programs and EBIs, for retention of clients in EBIs, for clients upon completion of all sessions of an EBI, for recruitment and retention of peer volunteers, for clients who return for HIV testing 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.

SECTION II. PERFORMANCE MEASURES:

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

Performance of Contractor, including compliance with DSHS Program procedures, policies and guidance, contractual conditions, attainment of performance measures, maintenance of adequate staff, and submission of required data and narrative reports will be regularly assessed. Failure to comply with stated requirements and contractual conditions may result in the immediate loss of contract funds at the discretion of DSHS.

Contractor shall:

- Participate in DSHS Program's outcome monitoring project, as directed by DSHS Program; and
- Conduct periodic rapid assessments of the approved targeted populations, as directed by DSHS Program.

If Contractor uses subcontractors, Contractor accepts full responsibility and accountability for each subcontractor's performance under this Renewal Program Attachment, including proper and timely submission of the documentation required in semi-annual reports.

PROTOCOL BASED PREVENTION COUNSELING (PBC):

Contractor shall:

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

- Provide testing by collecting a blood specimen through venipuncture and submitting this specimen for HIV and syphilis testing through the DSHS public health laboratory. Contractors may vary from this requirement only with prior written approval from DSHS. Variations which require this pre-approval include: specimen collection through the use of rapid blood or oral HIV tests; blood spot cards (even when processed through the public health laboratory); traditionally processed oral tests; conducting HIV tests without protocol-based prevention counseling; and/or conducting HIV testing without securing specimen for syphilis testing.
- DSHS must pre-approve rapid HIV testing. Once pre-approved, Contractor must adhere to DSHS guidance relating to rapid testing, located at http://www.dshs.state.tx.us/hivstd/fieldops/rapid_testing.doc. Contractor must obtain any required Clinical Laboratory Improvement Amendment (CLIA) certification or waiver of certification, in compliance with the CLIA of 1988, Public Law 100-578, amended §353 of the Public Health Service Act (42 U.S.C. 263a). Waiver is sought by submitting an application to the DSHS Health Facility Licensing and Compliance Division (HFLCD).
- Provide individual-level PBC for persons at increased risk for HIV/STD/Viral Hepatitis C infection due to individual sexual behavior, drug use, and/or other risk behaviors. This shall include establishing and maintaining confidential and anonymous HIV testing programs, with referrals to other testing and treatment services as appropriate.
- Provide PBC and HIV testing in accordance with DSHS RFP # HIV/PREV-0214.1, and DSHS' HIV and STD Program Operation Procedures and Standards, including any revisions, located at <http://www.dshs.state.tx.us/hivstd/pops/default.shtm>.
- Establish and maintain mutually agreed-upon written, formal procedures with the local health department, in each geographic area served by Contractor, responsible for public health disease intervention services. The procedures must specify processes (e.g., communication) that facilitate timely partner elicitation by the local health department following the delivery of HIV positive test results to clients by Contractor. These procedures must be finalized and in place within thirty (30) days of the effective date of this Renewal Program Attachment. Additionally, Contractor must establish and maintain mutually agreed-upon formal, written procedures with other HIV prevention and services providers and collaborating entities that Contractor will work with to implement any activities under this Renewal Program Attachment. The procedures must clearly identify the roles of Contractor and such collaborating agency(ies).
- Establish and maintain mutually agreed-upon formal written procedures with local providers who provide services frequently needed by clients seeking HIV services from Contractor, including but not limited to: HIV testing and counseling; evidence based interventions, STD services, partner services, HIV medical and support services, substance abuse treatment services, and mental health services. At a minimum, such procedures should address conditions associated with making and accepting client referrals. If Contractor provides all

of the services listed above in a specific geographic area, no such agreement is necessary for that area. Contractor must maintain complete records of all referrals made.

- Achieve, at a minimum, the following performance measures:

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

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

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

Objective D: Contractor shall diligently follow the requirements for linking all pregnant clients, with positive HIV test results, to pre-natal care (see <http://www.dshs.state.tx.us/hivstd/pops/default.shtm>) for those clients successfully notified of their test results under Objective A. Contractor shall submit client encounter data into the on-line system as described herein. If that data indicates a linkage rate of less than 90%, DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage. In that scenario, Contractor must follow those additional measures, and do so according to the timetable mandated by DSHS.

Objective E: Contractor is expected to perform at least 1500 HIV tests under this Renewal Program Attachment by December 31, 2012.

Objective F: Of the total number of HIV tests conducted under Objective F, Contractor must provide at least the number shown in the chart at Exhibit A (Performance Measures) of HIV

tests to the listed priority populations.

EVIDENCE-BASED INTERVENTION (EBI) ACTIVITIES:

Contractor shall:

- Perform recruitment activities (e.g. street outreach, Internet recruitment, recruitment through other HIV/STD service providers, and recruitment during targeted public health events such as health fairs or screenings) within the appropriate target populations for purposes of recruitment into the EBI.
- Provide EBI services to the target populations in accordance with DSHS RFP # HIV/PREV-0214.1, DSHS' HIV and STD Program Operation Procedures and Standards, including any revisions, located at <http://www.dshs.state.tx.us/hivstd/pops/default.shtm>, and The Fact Sheets of Effective Prevention Interventions located at <http://www8.utsouthwestern.edu/utsw/cda/dept156726/files/165413.html>.
- Maintain formal agreements with local providers of services customarily required by EBI clients, including but not limited to: HIV testing and counseling; CRCS; STD services; partner services; HIV medical and support services; substance abuse treatment services; and mental health services. At a minimum, such agreements should address conditions associated with making and accepting timely client referrals. If Contractor provides all of the services listed above in a specific geographic area, no such agreement is necessary for that area. Contractor must maintain complete records of all referrals made.
- Achieve, at a minimum, the following performance measures:

Objective A: Contractor must have at least 1800 appropriate clients (persons at greatest risk of acquiring and/or transmitting HIV infection) finish a series of EBI sessions by December 31, 2012.

Objective B: Of the total number of clients referenced in Objective A, at least the number shown on the chart at Exhibit A Performance Measures must be priority population clients (as defined at http://www.dshs.state.tx.us/hivstd/Planning_Profiles/default.shtm).

Objective C: Contractor will conduct the full series of EBI sessions at least 13 separate times by December 31, 2012.

Objective D: Contractor shall achieve the community-level EBI performance measures shown in the community-level interventions chart attached as Exhibit A.

PROGRAM DATA REPORTING, SECURITY AND CONFIDENTIALITY REQUIREMENTS

Contractor shall provide information on each client contact/prevention counseling session via the reporting system(s) designated by DSHS. DSHS may make alterations to reporting systems and

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

PBC contact information shall be entered into the Real Time Education and Counseling Net (RECN) no later than twenty (20) working days following the client contact. Information on HIV testing without PBC must be entered into the Testing without Counseling Access Database, developed by DSHS, and submitted via electronic mail by Contractor no later than the 20th day of the following month. Contractor is responsible for examining the quality of the information prior to submission to assure it is complete and accurate.

Group and community level intervention data must be entered into the DSHS Microsoft Access EBI Data System submitted via email to DSHS by the 20th of each month. Contractor is responsible for examining the quality of the information prior to submission to assure it is complete and accurate.

The DSHS-distributed spreadsheet for tracking CRCS contacts must be submitted by the program electronically each quarter by the 5th of the month following the end of the quarter and updated on an ongoing basis. Contractor is responsible for examining the quality of the information prior to submission to assure it is complete and accurate

Contractor shall provide semi-annual activity reports of the number of contacts with clients in the target population(s) in which priority intervention services are provided. Such reports shall be submitted in the standard format provided by DSHS Program at <http://www.dshs.state.tx.us/hivstd/fieldops/page9.shtm> by electronic mail transmission to hivstdreport.tech@dshs.state.tx.us. These semi-annual reports are due on or before the 30th calendar day of July 2012 and January 2013.

Contractor shall submit all data accurately, within the required time frames, and to the satisfaction of DSHS. If reporting practices do not meet these conditions, this will constitute a breach of contract.

Contractor may use data collected through the above mechanisms for program planning, evaluation, and improvement, consistent with confidentiality restrictions in state and federal law. Data may be included in Contractor reports to parties other than DSHS provided the information is aggregated in such a way that no individual client may be identified. Data may not be used for research purposes by Contractor or any other party without prior approval of DSHS' Institutional Review Board and pre-approval by DSHS Program. Contractor may not share electronic data sets with other parties without advance written permission of DSHS.

DSHS may inspect, or require copies of, any of the documentation referenced herein at any time, and Contractor will 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.

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

- Protect paper records and electronic data collected and stored at its facility from security breaches, and keep such data confidential;
- Ensure client privacy is maintained and data is collected confidentially when data/information is elicited verbally from clients;
- Ensure that data entry into program reporting systems will occur in a confidential environment, safeguarding against unauthorized disclosure of client information and ensure that such environments are consistently maintained;
- Ensure data entered into program reporting systems are input only by properly authorized staff;
- Assure data integrity is maintained and that data entered in program reporting systems is entered accurately and is not altered;
- Understand that users of the program data systems will require user identification and authentication (such as challenge passwords);
- Ensure that persons entering data do not circumvent such security measures;
- Ensure data are accessed only by authorized persons;
- Ensure program data are used in a manner that protects client privacy and is in accordance with federal and state law and the terms of this contract;
- 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;
- Implement policies and procedures (consistent with the requirements and constraints listed herein) for publication and redistribution of data if program data are shared with other parties or providers;
- Protect data transported within your entity or to external parties consistent with the constraints and requirements listed herein;
- 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;
- 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;
- Agree to publish, implement, and make available policies on data security and client privacy, and train staff regularly regarding those requirements (Contractor must maintain records documenting such training);
- Require each individual member of Contractor's staff, and volunteers, to sign an agreement pledging to abide by Contractor's policies and procedures pertaining to data security and client privacy. Contractor shall maintain these written agreements and make them available upon request to DSHS in a timely manner;
- Abide by rules of conduct/data security guidelines provided by DSHS to safeguard the program reporting data;
- Develop a personnel sanction policy to hold Contractor staff and volunteers and subcontractor staff responsible for any violations of these policies. If Contractor uses

subcontractors: Contractor accepts full responsibility and accountability for each subcontractor's performance under this contract including all provisions related to confidentiality;

- Agree to make staff available for training on the use of program reporting systems and data security;
- Comply with DSHS' efforts to maintain lists of staff under this contract authorized to use the program reporting systems;
- Immediately report breaches of confidentiality involving the program data reporting systems to DSHS, and fully assist DSHS in any investigation resulting from such breach; and
- DSHS may inspect, or require copies of, any of the documentation referenced herein at any time, and Contractor will 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.

TRAINING REQUIREMENTS

Contractor shall authorize and require their staff to attend training, conferences, and meetings as directed by DSHS Program.

Contractor must appropriately budget funds in order to meet training requirements in a timely manner, and must ensure its staff and volunteers are trained as specified in the training requirements listed at <http://www.dshs.state.tx.us/hivstd/training/default.shtm> and as otherwise specified by DSHS. Contractor shall document that these training requirements are met.

SECTION III. SOLICITATION DOCUMENT:

Request for Proposal (RFP) for HIV Prevention Projects RFP HIV/PREV-0214.1, dated December 7, 2006

SECTION IV. RENEWALS:

None

SECTION V. PAYMENT METHOD:

Cost Reimbursement

Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List.

SECTION VI. BILLING INSTRUCTIONS:

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

Claims Processing Unit, Mail Code 1940

Department of State Health Services
1100 West 49th Street
PO BOX 149347
Austin, Texas 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 458-7442. The email address is: invoices@dshs.state.tx.us.

SECTION VII. BUDGET:

Source of Funds: 93.940.000

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **ARTICLE VIII RECORDS RETENTION, Section 8.01 Retention**, is revised to include the following:

All records pertaining to this Contract shall be retained by Contractor and made timely available to DSHS Program, the Comptroller General of the United States, the Texas State Auditor, and/or any of their authorized representatives, and in accordance with DSHS' General Provisions.

Due to the sensitive and highly personal nature of HIV/AIDS-related information, strict adherence to the General Provisions, **ARTICLE VII CONFIDENTIALITY**, is required. The **ARTICLE VII CONFIDENTIALITY, Section 7.03 Exchange of Client-Identifying Information**, is revised to include the following:

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

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

General Provision, **ARTICLE XIII, GENERAL TERMS, Section 13.15, Amendment**, is amended to include the following:

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

2012-040428-001

Categorical Budget:

| | |
|----------------------|--------------|
| PERSONNEL | \$226,654.00 |
| FRINGE BENEFITS | \$57,434.00 |
| TRAVEL | \$8,271.00 |
| EQUIPMENT | \$1,874.00 |
| SUPPLIES | \$20,700.00 |
| CONTRACTUAL | \$0.00 |
| OTHER | \$76,817.00 |
| TOTAL DIRECT CHARGES | \$391,750.00 |
| INDIRECT CHARGES | \$22,665.00 |
| TOTAL | \$414,415.00 |
| DSHS SHARE | \$414,415.00 |
| CONTRACTOR SHARE | \$0.00 |
| OTHER MATCH | \$0.00 |

Total reimbursements will not exceed \$414,415.00

Financial status reports are due: 04/30/2012, 07/31/2012, 10/31/2012, 03/01/2013

Equipment List Attached.

The budgeted indirect cost amount is based on an indirect cost rate agreement approved by a Federal cognizant agency or a state single audit-coordinating agency. A copy of the current approved rate agreement is on file at DSHS.

Equipment List

Equipment Total: \$ 1,874.00

| Item # | Equipment Description | Units | Unit Cost | Total |
|--------|--|-------|------------|------------|
| 1 | Dell Latitude E6400 - Intel Core 2 Duo P8800 with VT (2.66GHz 3M L2 Cache, 1066MHz FSB)Genuine Windows 7 Professional, 32 bit 4.0GB, DDR2-800 SDRAM, 2 DIMMS | 1 | \$1,874.00 | \$1,874.00 |

CITY OF EL PASO
 DSHS CONTRACT NO.: 2012-040428-001
 EXHIBIT A
 HIV/PREVF

**FORM D: PROTOCOL BASED COUNSELING (PBC)
 CATEGORY I -- PERFORMANCE MEASURES**

| PBC Minimum Requirements for Delivery of Test Results and Linking Clients to Early Intervention and Prenatal Care Services | |
|---|---|
| OBJECTIVE A | At least 75% of clients testing for HIV will receive results. Contractor must document attempts to deliver results to all clients that receive an HIV test. |
| OBJECTIVE B | At least 95% of clients testing positive for HIV will receive results counseling. |
| OBJECTIVE C | At least 95% of clients who test positive for HIV (all positives) and received results will be successfully linked ¹ to HIV Early Intervention. Contractor must document attempts to successfully link all HIV positive clients into services. |
| OBJECTIVE D | At least 90% of pregnant women testing positive for HIV will be successfully linked into prenatal care. |

| PBC Projected Numbers to be Served for FY 2012 | |
|--|------|
| OBJECTIVE E | |
| 1. 2012 Projected Number of tests to be performed by the end of the contract term: | 1500 |
| OBJECTIVE F | |
| 2. 2012 Projected Number (15) of newly diagnosed HIV positive persons by the end of the contract term: (Note: The overall state positivity rate is 1.0%; therefore, agencies should strive to meet this rate.) | 15 |
| OBJECTIVE G | |
| 3. Of the total number of tests outlined in question 1, the contractor will provide a projected minimum number of tests to <u>each</u> of the listed priority populations by the end of the contract term: | |
| Population 1: Men who have sex with men | 400 |
| Population 2: Hispanic high risk heterosexuals | 1030 |
| Population 3: Injection Drug Users | 70 |
| Population 4: | |

¹ Successfully linked means that the client's attendance at their first appointment with the case manager or medical provider has been confirmed.
 (Note: Objectives A-D, F apply to all testing performed whether accompanied by protocol based counseling or testing without counseling.)

CITY OF EL PASO
 DSHS CONTRACT NO.: 2012-040428-001
 EXHIBIT A
 HIV/PREVF

**FORM H-1: COMMUNITY LEVEL INTERVENTIONS
 CATEGORY II – MPOWERMENT (PERFORMANCE MEASURES)**

| MPOWERMENT Projected Numbers to be Served for FY 2012 | |
|---|------|
| OBJECTIVE A | |
| 1. 2012 Projected Minimum Number of clients recruited through formal outreach efforts (e.g., bar zaps, social events, etc.) by the end of the contract term: | 1800 |
| OBJECTIVE B | |
| 2. Of the total number of clients outlined in question 1, the contractor will recruit a projected minimum number of clients through formal outreach efforts (e.g., bar zaps, social events, etc.) to <u>each</u> of the listed priority populations by the end of the contract term: (Note: Enter the total number of clients recruited by the contractor's designated priority populations below.) | |
| Population 1: Hispanic Men who have sex with Men (MSM) | 1140 |
| Population 2: Other MSMs | 660 |
| Population 3: | |
| OBJECTIVE C | |
| 3. 2012 Projected Minimum Number of peer volunteers trained in M-GROUP sessions by the end of the contract term: | 100 |
| OBJECTIVE D | |
| 4. Of the total number of peer volunteers outlined in question 3, the contractor will recruit a projected minimum number of volunteers in M-GROUP to <u>each</u> of the listed priority populations by the end of the contract term: (Note: Enter the total number of clients recruited by the contractor's designated priority populations below.) | |
| Population 1: Hispanic Men who have sex with Men (MSM) ages 18-49 | 80 |
| Population 2: Other MSMs | 20 |
| Population 3: | |
| OBJECTIVE E | |
| 5. 2012 Projected Minimum Number of M-GROUP sessions for peer volunteers by the end of the contract term: | 13 |
| OBJECTIVE F | |
| 6. 2012 Projected Minimum Number of M-GROUP one-on-one safe sex conversations initiated with peers by the end of the contract term. | 300 |



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

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 an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, 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 Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Joyce Wilson

Print Name of Authorized Individual

2012-040428

Application or Contract Number

CITY OF EL PASO

Organization Name