

XV. Exhibits

Exhibit 1: Geographic and Epidemiological Considerations

During the CPG prioritization process subpopulations, i.e. racial/ethnic and age characteristics, within each BRG were analyzed to determine if they met one or more of the following criteria:

- The sub-population has a rate of new HIV diagnoses that is at least 1.5 times greater than that of the behavioral risk group as a whole.
- The sub-population has an HIV seroprevalence of 2% or higher. This is approximately three times the known HIV seroprevalence in Houston, which is .80% (15,650/1,946,484).

The table below illustrates this process. Column 1 lists the Behavioral Risk Group (BRG), the number of new HIV diagnoses for this BRG, the rate of new HIV diagnoses for this BRG, and the threshold rate for a subpopulation, which is 1.5 times the rate of the BRG. The subpopulations that are shaded met one or more of these criteria. For each subpopulation, the criterion that meets the threshold is in bold and red print. This information is intended to provide assistance in the design and targeting of interventions. In addition, trend analysis of new HIV diagnoses among each of the BRGs is provided below for additional assistance in the design and targeting of interventions.

Table 9: Sub-population Threshold Analysis for Intervention Planning and Targeting

BRG	Subpopulation	New HIV Diagnoses 2005	Rate (per 100,000 population)	Living HIV/AIDS Cases (as of 06/16/2006)	Seroprevalence
1) MSM New diagnoses: 404 Rate: 264.90 Threshold rate: 397.35	Hispanic	142	435.32	1,551	5%
	Black/Non-Hispanic	135	878.08	1,981	13%
	White/Non-Hispanic	119	454.07	3,113	12%
	Ages 13-19	17	207.18	24	0%
	Ages 20-24	60	814.05	215	3%
	Ages 25+	327	597.78	6,475	12%
2) FSM New diagnoses: 124 Rate: 15.08 Threshold rate: 22.62	Hispanic	32	9.25	417	0%
	Black/Non-Hispanic	80	40.93	1,773	1%
	White/Non-Hispanic	7	2.91	194	0%
	Ages 13-19	7	9.58	22	0%
	Ages 20-24	23	33.73	156	0%
	Ages 25+	94	17.84	2,225	0%
3) MSF New diagnoses: 94 Rate: 12.02 Threshold rate: 18.06	Hispanic	36	9.43	345	0%
	Black/Non-Hispanic	52	30.00	925	1%
	White/Non-Hispanic	*	N/A	111	0%
	Ages 13-24 ¹	*	N/A	25	0%
	Ages 25+	88	16.93	1,372	0%
4) M/IDU New diagnoses: 28 Rate: 157.65 Threshold rate: 236.48	Hispanic	8	99.97	133	2%
	Black/Non-Hispanic	20	565.59	702	20%
	White/Non-Hispanic	*	N/A	154	3%
	Ages 13-24 ¹	*	N/A	14	0%
	Ages 25+	26	237.65	983	9%

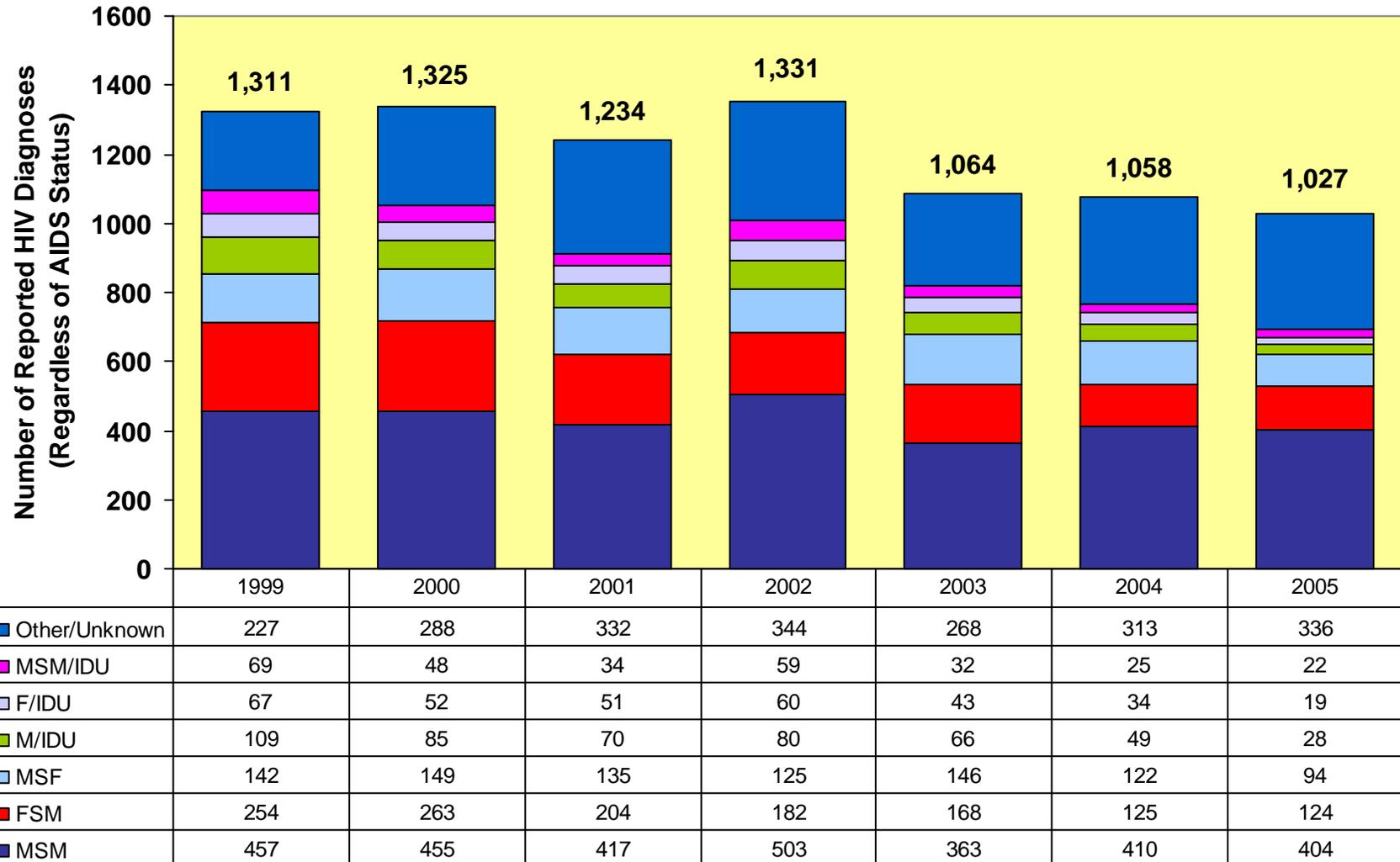
5) MSM/IDU New diagnoses: 22 Rate: 123.87 Threshold rate: 185.81	Hispanic	*	N/A	126	2%
	Black/Non-Hispanic	9	254.52	408	12%
	White/Non-Hispanic	9	179.17	364	7%
	Ages 13-24 ¹	*	N/A	10	0%
	Ages 25+	21	191.95	893	8%
6) F/IDU New diagnoses: 19 Rate: 105.23 Threshold rate: 157.85	Hispanic	*	N/A	45	1%
	Black/Non-Hispanic	15	343.64	619	14%
	White/Non-Hispanic	*	N/A	139	3%
	Ages 13-24 ¹	*	N/A	17	1%
	Ages 25+	18	159.26	788	7%

¹Cell sizes were too small to display the 13-19 and 20-24 age groups separately. The data were aggregated into one age group, 13-24.

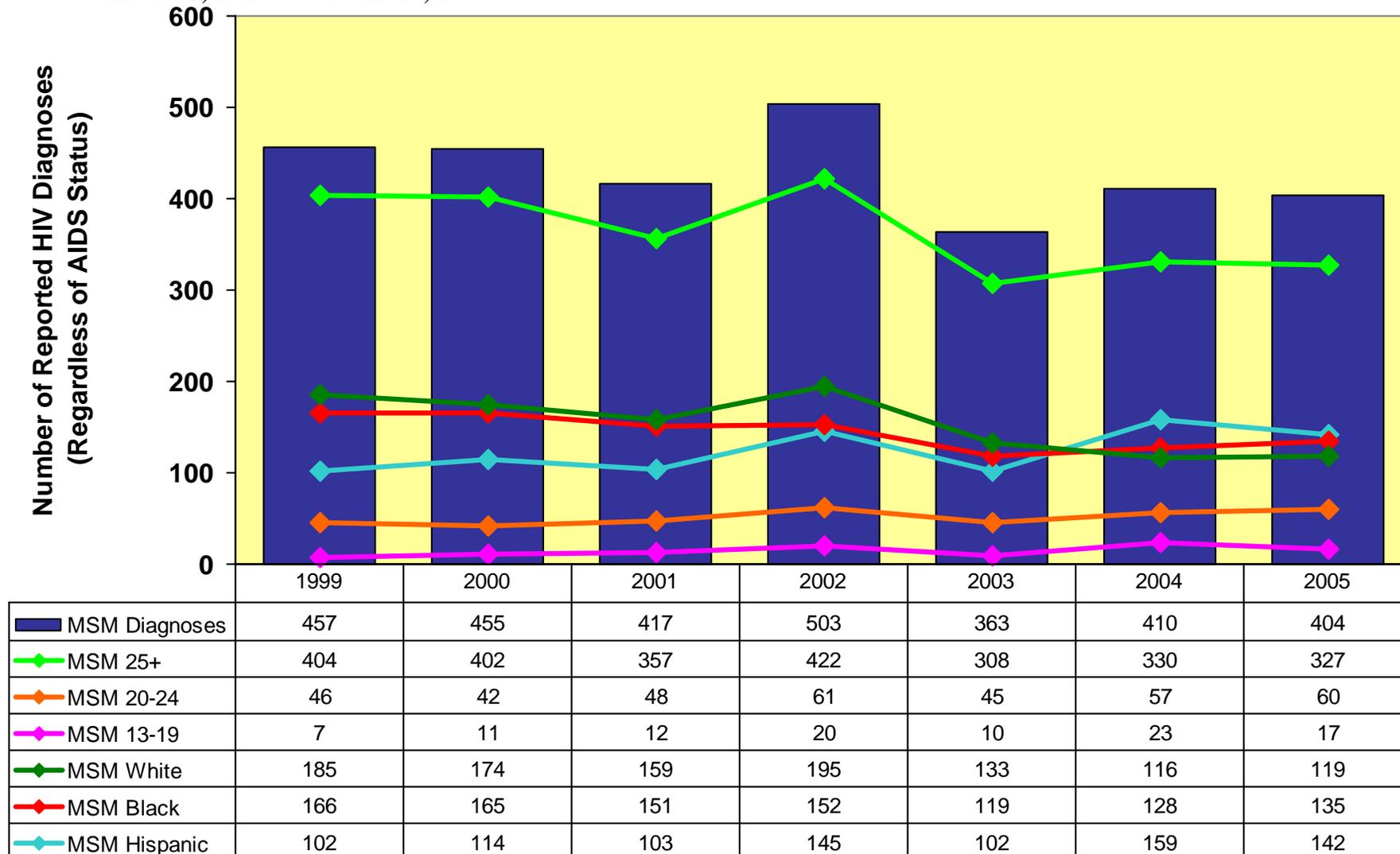
Table 10: New HIV Diagnoses in 2005 with No Reported Risk

Race/Ethnicity	Male		Female		Total	
Hispanic	52	24.9%	20	15.7%	72	21.4%
Black/Non-Hispanic	120	57.4%	98	77.2%	218	64.9%
White/Non-Hispanic	28	13.4%	6	4.7%	34	10.1%
Other/Unknown	9	4.3%	3	2.4%	12	3.6%
Total (% of Total)	209	(62.2%)	127	(37.8%)	336	(100.0%)

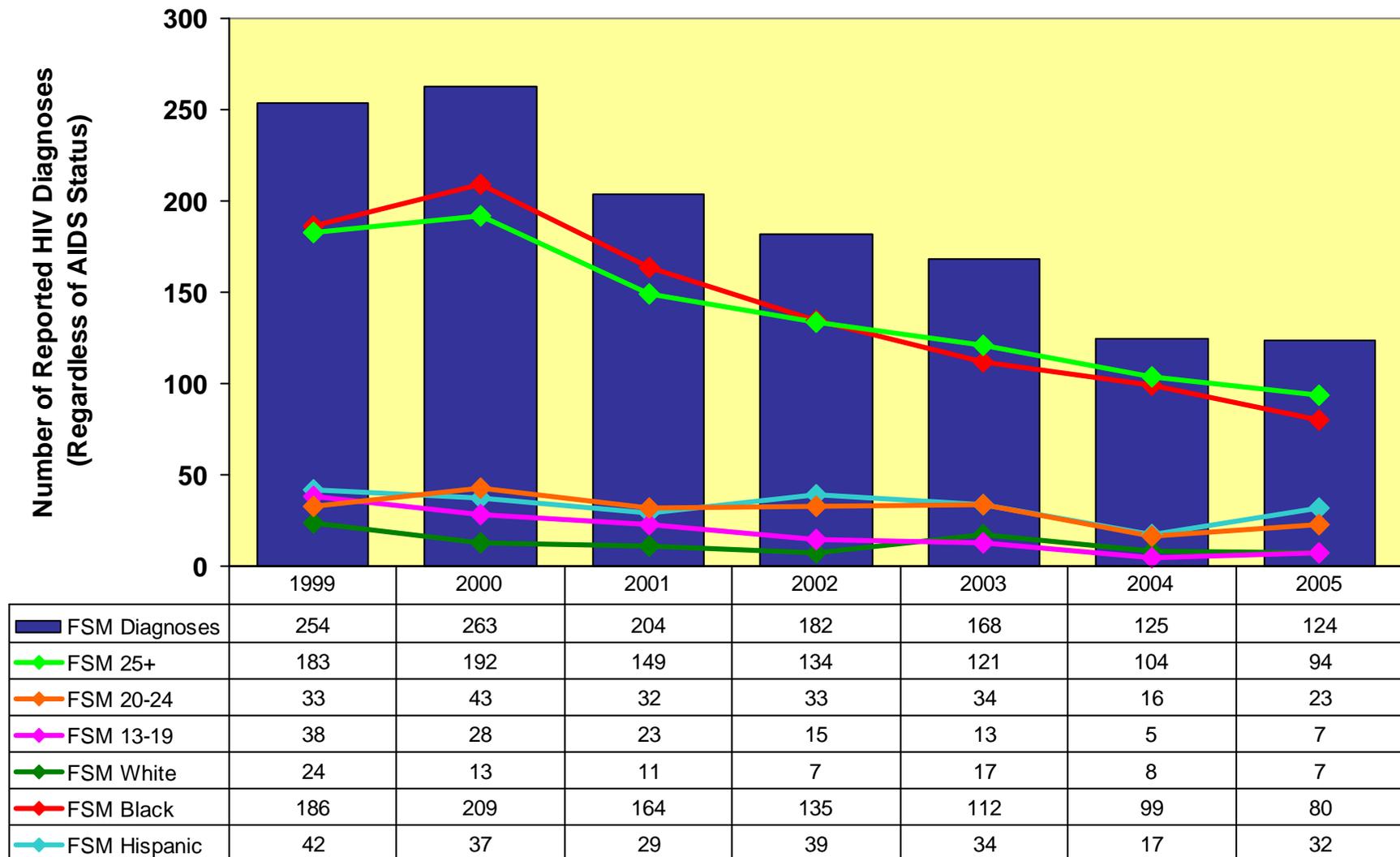
**Figure 1: Total HIV Cases Diagnosed (Regardless of AIDS Status)
By Year of Diagnosis and BRG
Houston, Texas as of June 16, 2006**



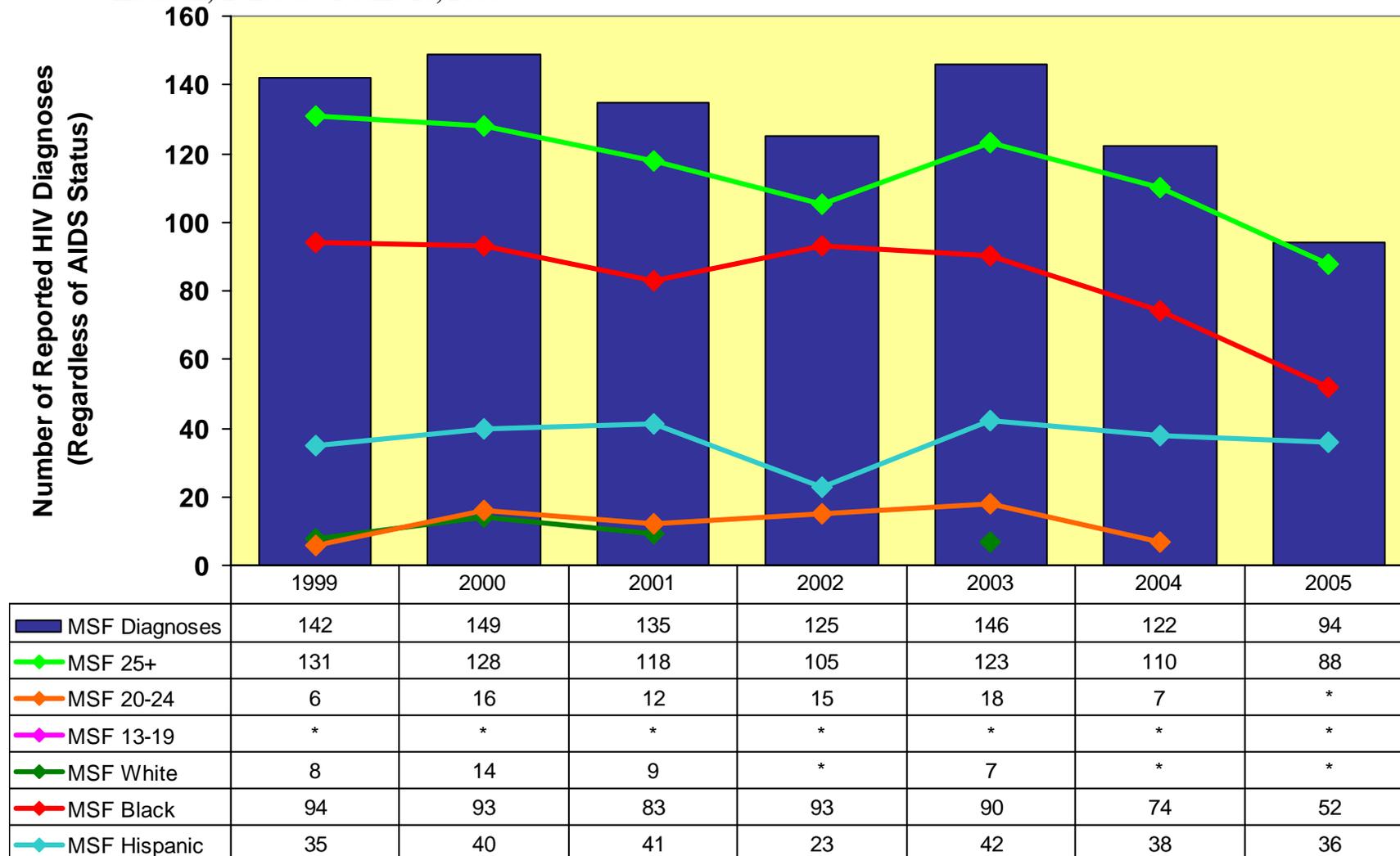
**Figure 2: HIV Cases Diagnosed (Regardless of AIDS Status)
By Year of Diagnosis and Subpopulations – MSM BRG Only
Houston, Texas as of June 16, 2006**



**Figure 3: HIV Cases Diagnosed (Regardless of AIDS Status)
By Year of Diagnosis and Subpopulations – FSM BRG Only
Houston, Texas as of June 16, 2006**

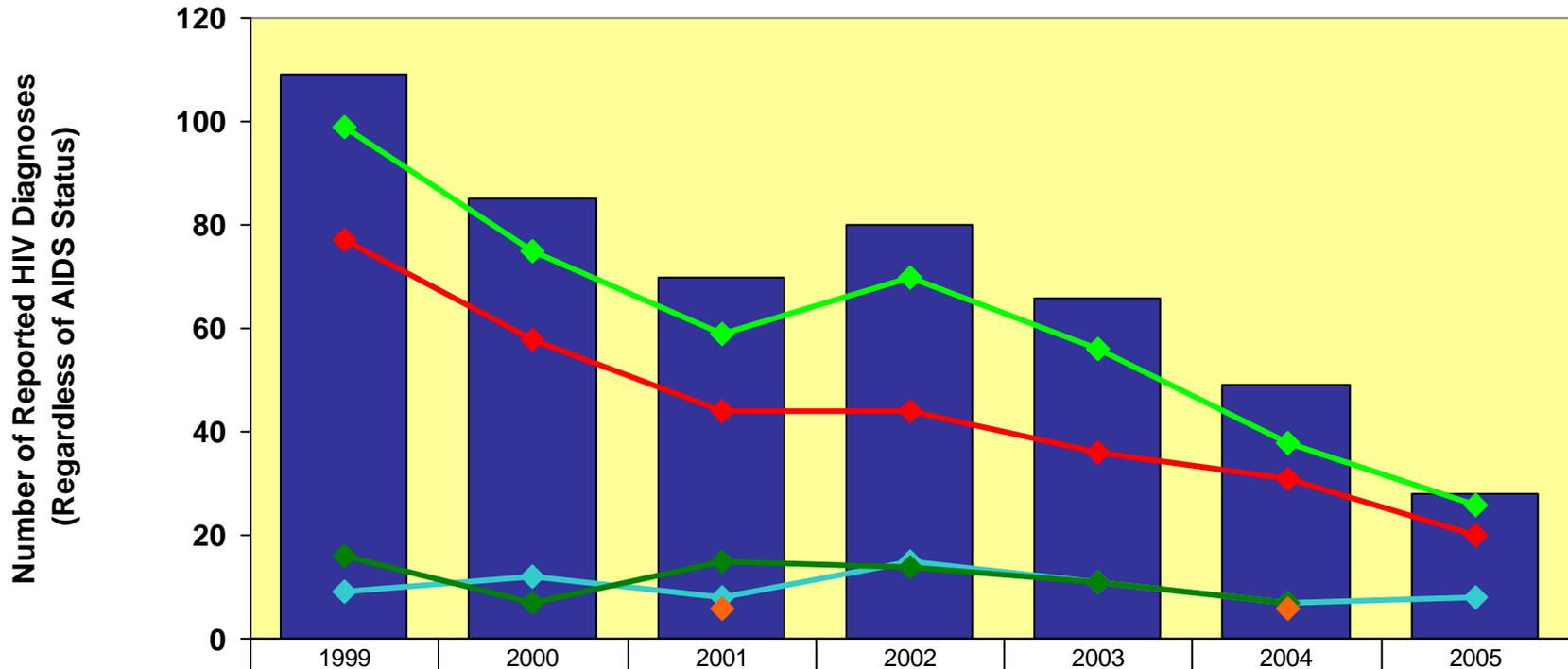


**Figure 4: HIV Cases Diagnosed (Regardless of AIDS Status)
By Year of Diagnosis and Subpopulations – MSF BRG Only
Houston, Texas as of June 16, 2006**



*Cell size is less than five (5).

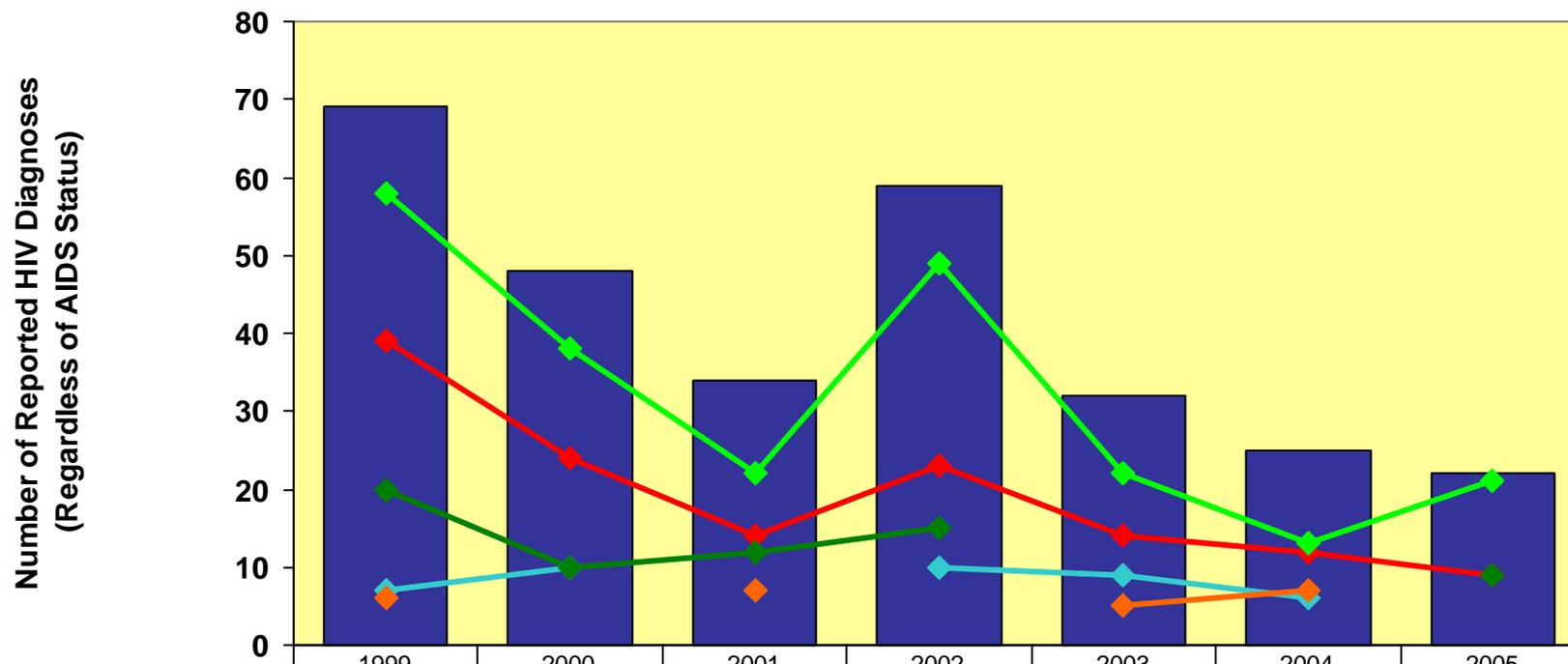
Figure 5: HIV Cases Diagnosed (Regardless of AIDS Status)
By Year of Diagnosis and Subpopulations – M/IDU BRG Only
Houston, Texas as of June 16, 2006



	1999	2000	2001	2002	2003	2004	2005
M/IDU Diagnoses	109	85	70	80	66	49	28
M/IDU 25+	99	75	59	70	56	38	26
M/IDU 20-24	*	*	6	*	*	6	*
M/IDU 13-19	*	*	*	*	*	*	*
M/IDU White	16	7	15	14	11	7	*
M/IDU Black	77	58	44	44	36	31	20
M/IDU Hispanic	9	12	8	15	11	7	8

*Cell size is less than five (5).

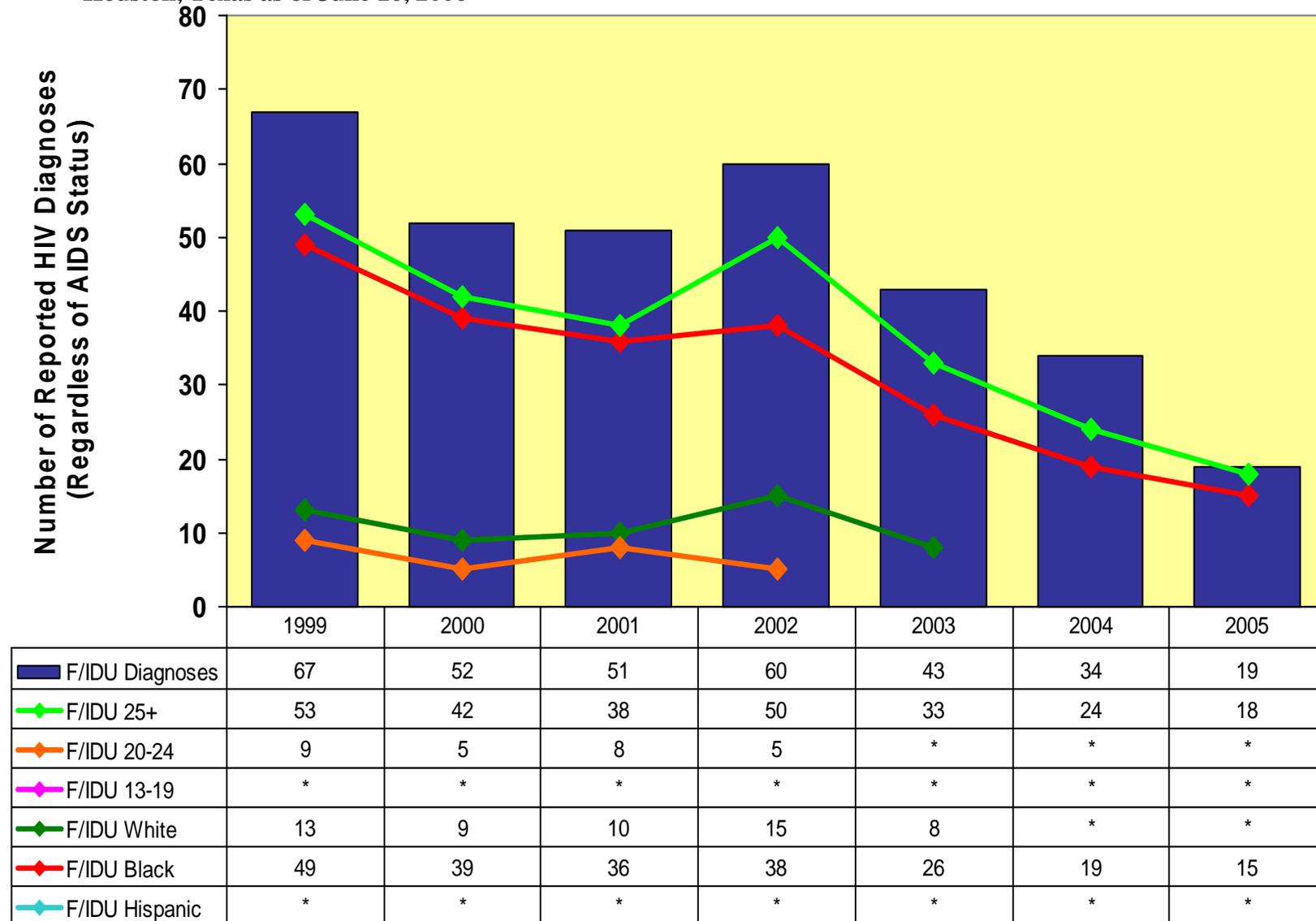
**Figure 6: HIV Cases Diagnosed (Regardless of AIDS Status)
By Year of Diagnosis and Subpopulations – MSM/IDU BRG Only
Houston, Texas as of June 16, 2006**



	1999	2000	2001	2002	2003	2004	2005
MSM/IDU Diagnoses	69	48	34	59	32	25	22
MSM/IDU 25+	58	38	22	49	22	13	21
MSM/IDU 20-24	6	*	7	*	5	7	*
MSM/IDU 13-19	*	*	*	*	*	*	*
MSM/IDU White	20	10	12	15	*	*	9
MSM/IDU Black	39	24	14	23	14	12	9
MSM/IDU Hispanic	7	10	*	10	9	6	*

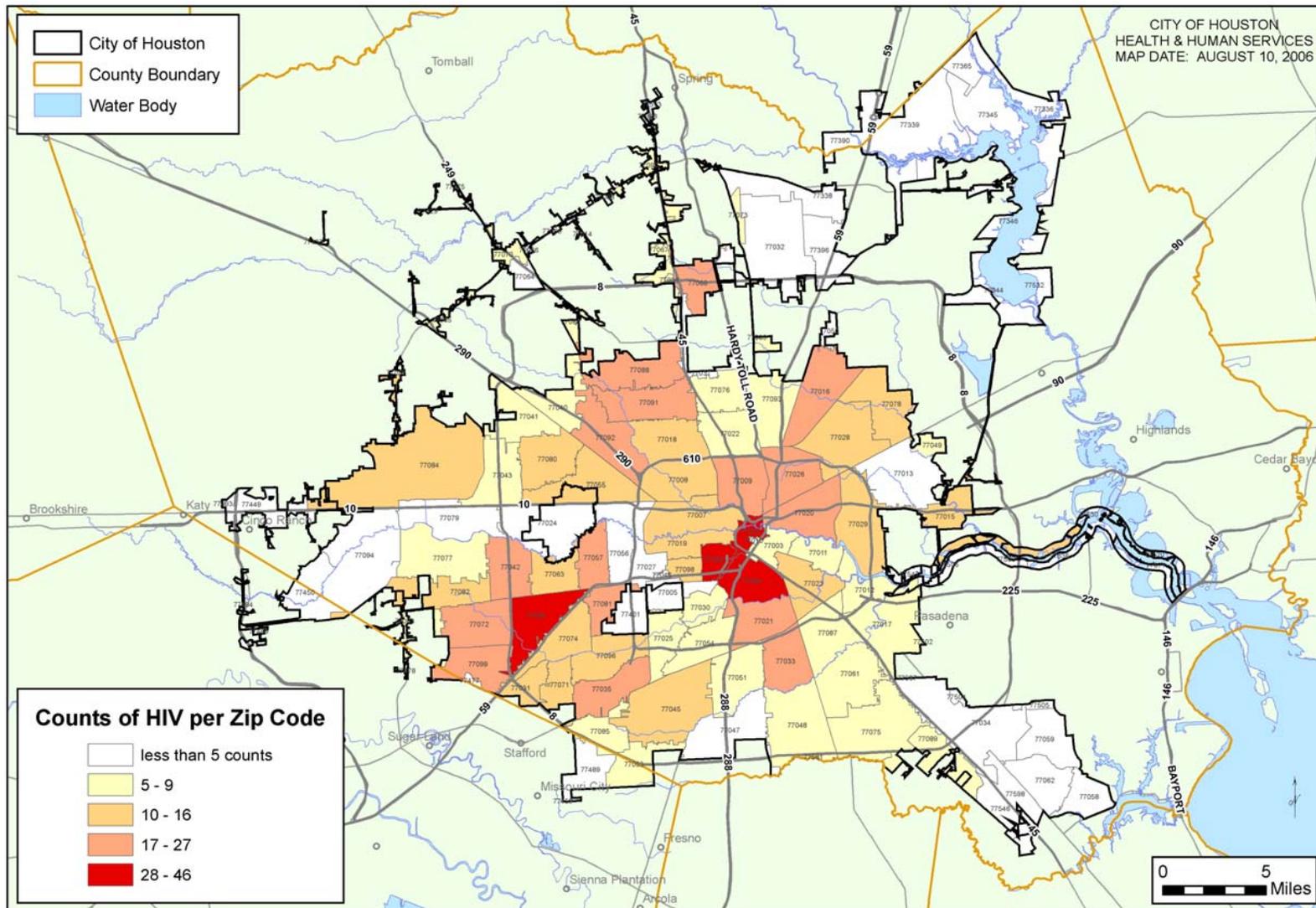
*Cell size is less than five (5).

**Figure 7: HIV Cases Diagnosed (Regardless of AIDS Status)
By Year of Diagnosis and Subpopulations – F/IDU BRG Only
Houston, Texas as of June 16, 2006**

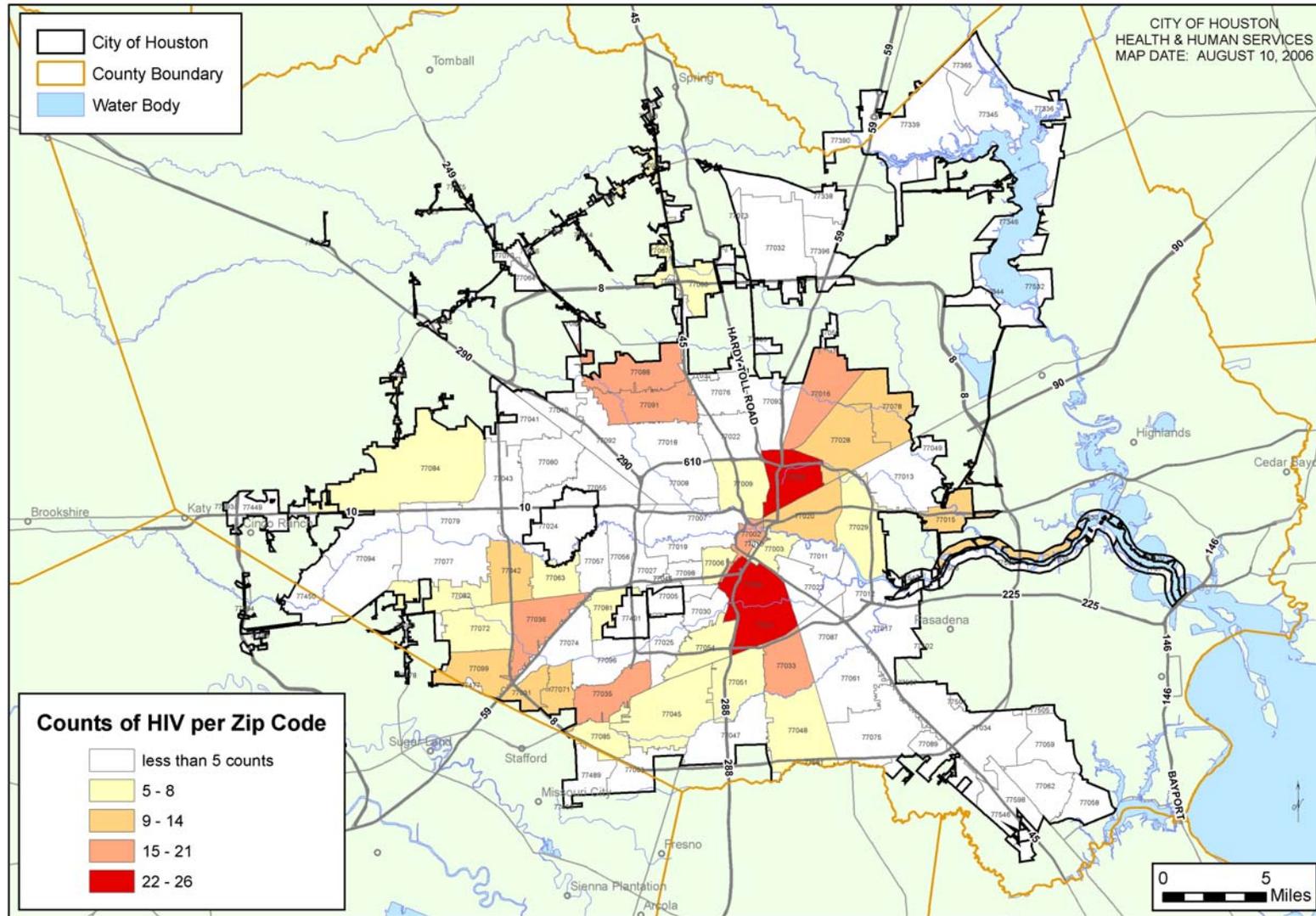


*Cell size is less than five (5).

Figure 8: HIV Cases Diagnosed (Regardless of AIDS Status) in 2005
All Races (All BRGs) by Zip Code
Houston, Texas as of August 10, 2006

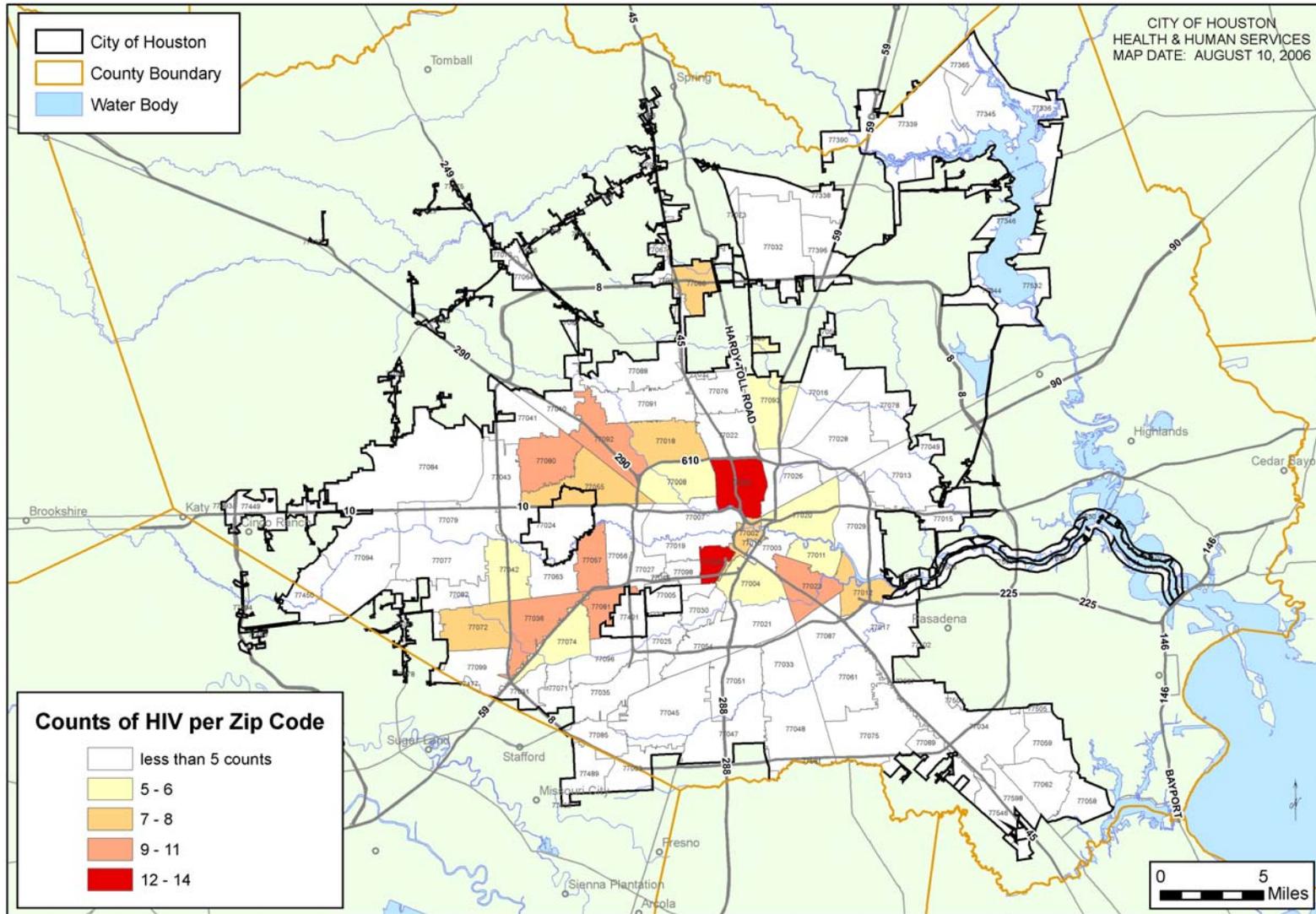


**Figure 9: HIV Cases Diagnosed (Regardless of AIDS Status) in 2005
Black/Non-Hispanics Only (All BRGs) by Zip Code
Houston, Texas as of August 10, 2006**



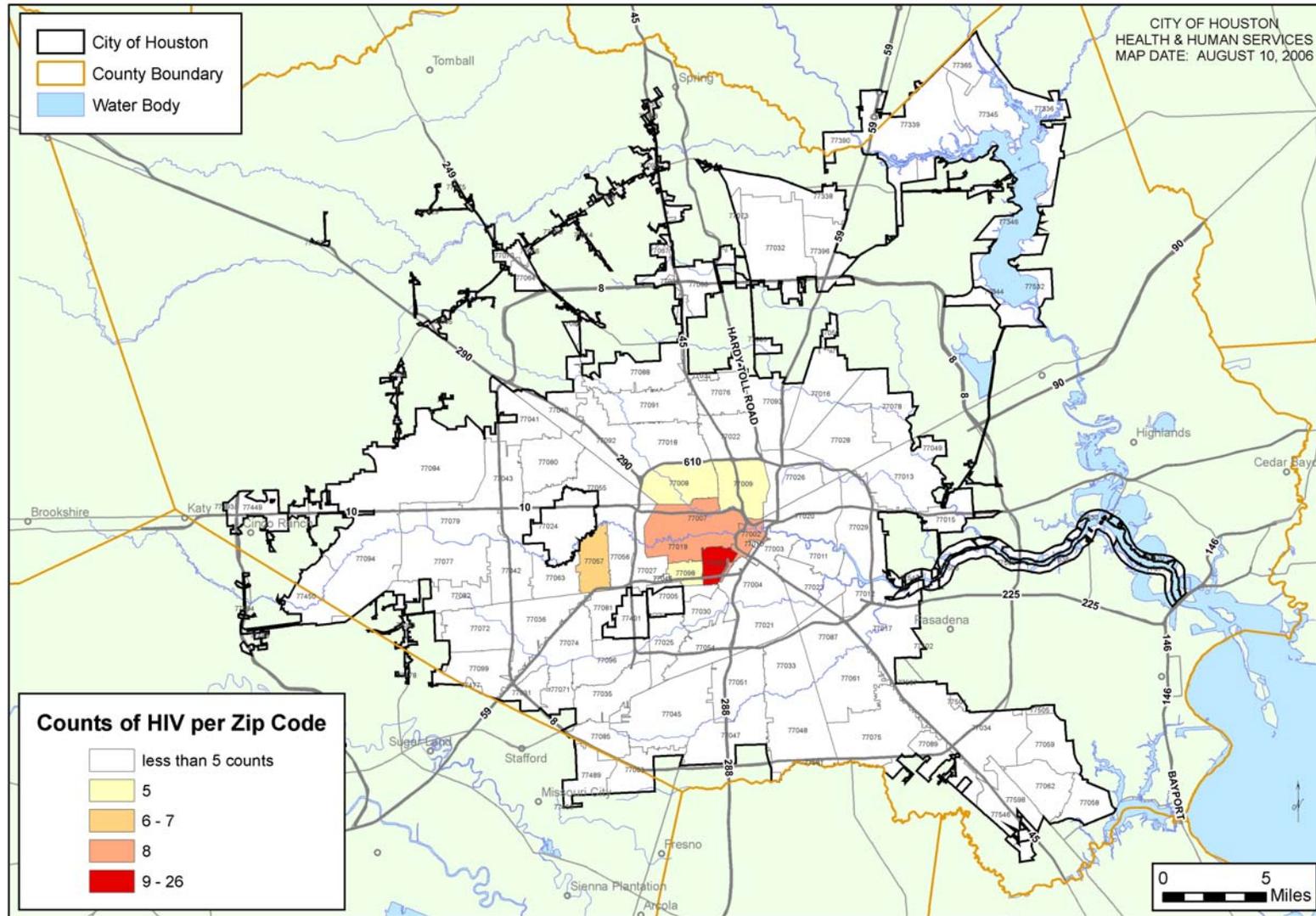
Ref: MS PJ 1642-blacks

**Figure 10: HIV Cases Diagnosed (Regardless of AIDS Status) in 2005
Hispanics Only (All BRGs) by Zip Code
Houston, Texas as of August 10, 2006**



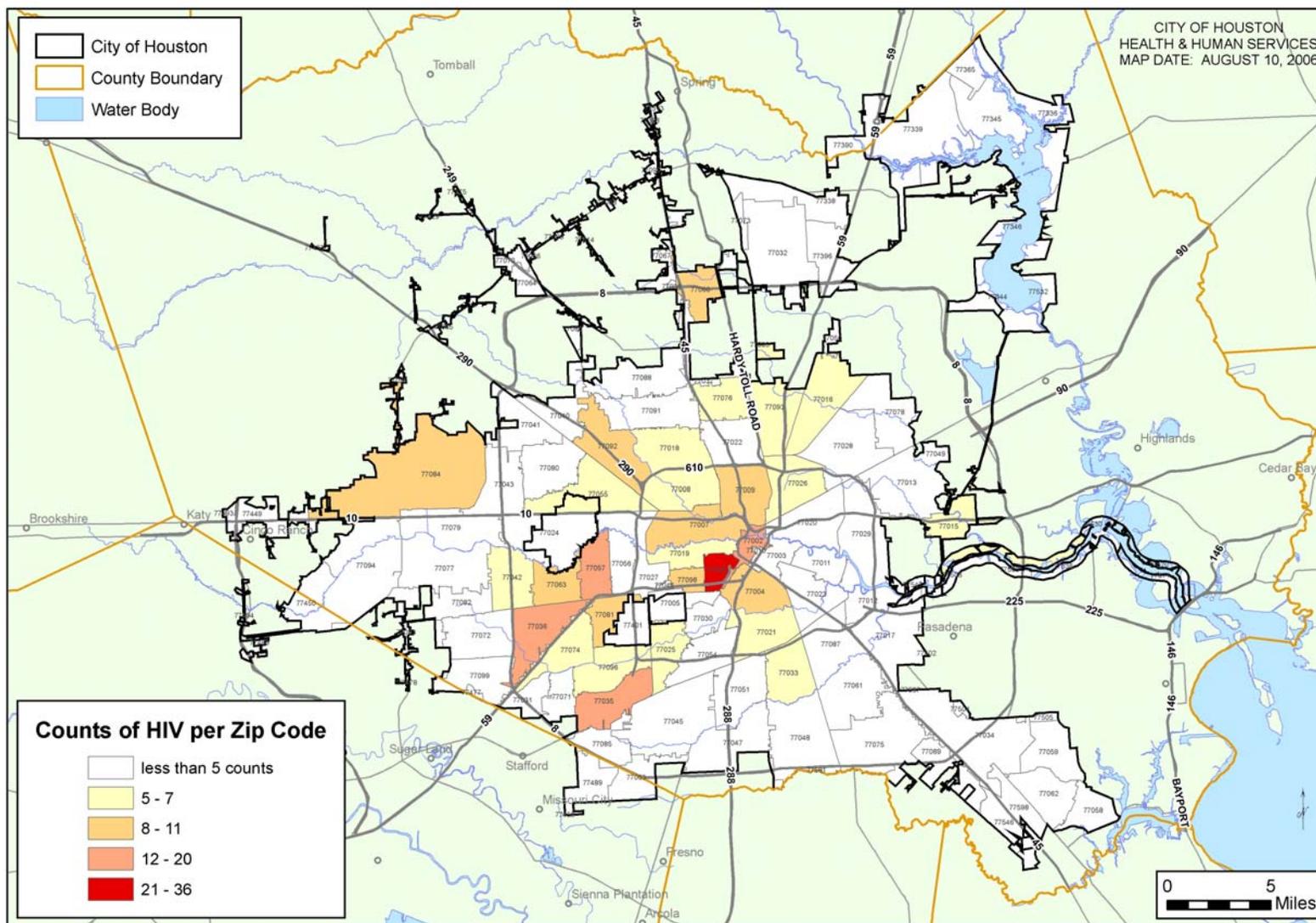
Ref. MS PJ 1642-Hispanics

**Figure 11: HIV Cases Diagnosed (Regardless of AIDS Status) in 2005
White/Non-Hispanics Only (All BRGs) by Zip Code
Houston, Texas as of August 10, 2006**



Ref: MS PJ 1642-whites

**Figure 12: HIV Cases Diagnosed (Regardless of AIDS Status) in 2005
MSM Only (All Races) by Zip Code
Houston, Texas as of August 10, 2006**



Ref: MS PJ 1642-MSM

Exhibit 2: Insurance Requirements

With no intent to limit Contractor's liability or the indemnification provisions set forth above, the Contractor shall provide and maintain certain insurance in full force and effect at all times during the term of this agreement and any extension thereto. Such insurance is described as follows:

A. Risks and Limits of Liability:

For applicable service provision contracts, the insurance, at a minimum, must include the following coverage and limits of liability:

COVERAGE	LIMIT OF LIABILITY
Worker's Compensation	<ul style="list-style-type: none"> Statutory for Worker's Compensation
Employer's Liability	<ul style="list-style-type: none"> Bodily injury by accident \$500,000 each accident Bodily injury by disease \$500,000 (policy limit). Bodily injury by disease \$500,000 each employee.
Commercial General (Including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury, and Completed Operations)	<ul style="list-style-type: none"> Bodily injury and property damage, combined limits of \$500,000 each occurrence and aggregate policy limits of not less than \$1,000,000.
Automobile Liability Insurance (for automobiles used by the Contractor in the course of its performance under this Agreement, including Employer's Non-Ownership and Hired Auto Coverage)	<ul style="list-style-type: none"> \$1,000,000 combined single limit per occurrence.
Professional Liability Insurance	<ul style="list-style-type: none"> \$1,000,000 combined single limit per occurrence.

Aggregate Limits are per 12-month policy period unless otherwise indicated

B. Form of Policies:

The insurance may be in one or more policies of insurance, the form of which must be approved by the Director. It is agreed, however, that nothing the Director does or fails to do shall relieve the Contractor from its duties to provide the required coverage hereunder, and the Director's actions or inactions will never be construed as waiving the City's rights hereunder.

C. Issuers of Policies:

The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas or have a Best's rating of at least a B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States. Each issuer must be responsible and reputable and must have financial capability consistent with the risks covered. The issuer shall be subject to approval by the Director in his or her sole discretion as to conformance with these requirements.

D. Insured Parties:

Each policy, except those for Worker's Compensation, Employer's Liability, and Professional Liability must name the City (and its officers, agents, and employees) as

additional insured parties on the original policy and all renewals or replacements during the term of this contract.

E. Deductibles:

Contractor shall assume and bear any claims or losses to the extent to such deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.

F. Cancellation:

Each policy must expressly state that it may not be canceled or non-renewed unless thirty days advance notice of cancellation is given in writing to the Director by the insurance company. The Contractor shall give written notice to the Director within five days of the date upon which total claims by any party against the Contractor reduce the aggregate amount of coverage below the amounts required by this Contract. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Contract.

G. Subrogation:

Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, its officers, agents, or employees.

H. Endorsement of Primary Insurance:

Each policy hereunder except Worker's Compensation and Professional Liability (if any) shall be primary insurance to any other insurance available to the additional insured with respect to claims arising hereunder.

I. Liability for Premium:

The Contractor shall be solely responsible for payment of all insurance premium requirements hereunder, and the City shall not be obligated to pay for any premiums.

J. Subcontractors:

The Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount shall be commensurate with the amount of the subcontract, but in no case shall it be less than \$500,000 per occurrence. The Contractor shall provide copies of such insurance certificates to the Director.

K. Proof of Insurance

1. Prior to commencing any services and at the time the term of work under this Contract, the Contractor shall furnish to the Director with Certificates of Insurance, along with an affidavit from the Contractor confirming that the certificate accurately reflects the insurance coverage that will be available during the contract term. If requested in writing by the Director, the Contractor shall furnish the City with certified copies of the Contractor's actual insurance policies. Failure of the Contractor to provide certified copies as requested may be deemed, in the Director's and/or City Attorney's discretion, to constitute a breach of this Contract.
2. Notwithstanding the proof of insurance requirements set forth above, it is the intention of the parties hereto that the Contractor, continuously and without interruption, maintain in force the required insurance coverage set forth above.

Failure of the Contractor to comply with this requirement shall constitute a default of the Contractor allowing the City, as its option, to terminate this Contract. The Contractor agrees that the City shall never be argued to have waived or be stopped to assert its right to terminate this Contract hereunder because of any acts or omission by the City regarding its review of insurance documents provided by the Contractor, its agents, employees, or assigns.

L. Other Insurance

The Contractor will, upon request, furnish to the City adequate evidence or provisions for Social Security and Unemployment Compensation Insurance, to the extent such provisions are applicable to the Contractor's operations hereunder.

M. Certificate of Insurance Explanations (See Sample Below)

1. Certificate must not be more than 30 days old
2. Name and address of Producer writing coverage
3. Name of each insurance company providing coverage (as listed in Best's Key Rating Guide or on company's Certificate of Authority on file with Texas Department of Insurance). Each company must have a rating of B+ or better and a financial size category of VI or better according to Best's Key Rating Guide, Property & Casualty (www.ambest.com) or a Certificate of Authority from the Texas Department of Insurance (www.tdi.state.tx.us).
4. Name and address of Insured (as shown on policy)
5. Letter in the column must reference the insurer of the policy being described.
6. Must be a policy number; no binders will be accepted.
7. Date policy became effective.
8. Expiration date must be at least 60 days from date of delivery of certificate.
9. Check limits of liability against contract.
10. Must check either: 1) Any Auto, or 2) All Owned, Hired, and Non-Owned Autos. If the contractor does not own any autos, then the certificate must have non-owned autos and hired autos checked. The contractor must also provide the City with a letter stating that they do not own any autos, and that if they purchase any autos in the future, they will provide owned auto coverage.
11. Statutory limits must be checked.
12. Must name the City as Additional Insured on Commercial General Liability, and Automobile Liability. Must have a waiver of subrogation in favor of the City on Commercial General Liability, Automobile Liability, and Workers' Compensation.
13. Name and file number of project
14. Address of City and name of project manager
15. Cancellation clause must be modified to read like the sample certificate.
16. Signature of facsimile signature of authorized representative of Producer (blue ink preferred)

N. Endorsements

1. Automobile Liability Insurance:
 - a. Additional Insured Endorsement
 - b. Waiver of Subrogation Endorsement
 - c. Notice of Material Change Endorsement
2. Commercial General Liability Insurance
 - a. Additional Insured Endorsement
 - b. Waiver of Subrogation Endorsement
 - c. Notice of Material Change Endorsement
3. Worker's Compensation Insurance
 - a. Waiver of Subrogation Endorsement
 - b. Notice of Material Change Endorsement

CERTIFICATE OF INSURANCE			ISSUE DATE: ¹			
PRODUCER ²	COMPANIES AFFORDING COVERAGE ³					
	COMPANY LETTER A					
	COMPANY LETTER B					
INSURED ³	COMPANY LETTER C					
	COMPANY LETTER D					
	COMPANY LETTER E					
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOT WITHSTANDING ANY RECURRENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHO HTHS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THEN INSURANCE AFFORDED BY THE COMPANIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEN REDUCED BY PAID CLAIMS.						
CO ⁵ LTR	TYPE OF INSURANCE	POLICY NUMBER 6	POLICY 7 EFFECTIVE DATE (MM/DD/YY)	POLICY 8 EXPIRATION DATE (MM/DD/YY)	LIMITS 9	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURENCE				GENERAL AGGREGATE PRODUCTS-COMP/OP AGG \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURENCE \$ 500,000 FIRE DAMAGE (ANY ONE FIRE) \$ 50,000 MED. EXPENSE (ANY ONE PERSON) \$ 5,000	
	AUTOMOBILE LIABILITY ¹⁰ <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (PER PERSON) \$0 BODILY INJURY (PER ACCIDENT) \$0 PROPERTY DAMAGE \$0	
	<input type="checkbox"/> INCL THE PROPRIETOR / PARTNERS / OFFICERS ARE: _____ <input type="checkbox"/> EXCL				<input type="checkbox"/> STATUTORY LIMITS EACH ACCIDENT \$ 100,000 DISEASE - POLICY LIMIT \$ 100,000 DISEASE - EMPLOYEE \$ 500,000	
	OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES SPECIAL ITEMS GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES ENDORSED TO INCLUDE CITY OF HOUSTON AS ADDITIONAL INSURED WAIVER OF SUBROGATION GRANTED TO CITY OF HOUSTON WITH RESPECT TO AUTOMOBILE LIABILITY, WORKERS' COMPENSATION AND GENERAL LIABILITY PROJECT DESCRIPTION:						
CERTIFICATE HOLDER CITY OF HOUSTON DEPARTMENT OF _____ HOUSTON, TEXAS 77002 ATTN: _____			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED, NON-RENEWED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY <u>WILL MAIL 30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.			
AUTHORIZED REPRESENTATIVE _____						

Exhibit 3: Legal Terms and Definitions

COVERED CONTRACT/GRANT AND SUBCONTRACTS/SUBGRANTS

- (1) Any non-procurement transaction which involves federal and/or state funds (regardless of amount and including such arrangements as subgrants) and its agents/grantees.
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a grant or subgrant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
 - a. Principal investigators
 - b. Providers of audit services required by a federal or state funding source.
 - c. Researchers.

DEBARMENT

An action taken by a debarring official in accordance with federal or state regulation to exclude a person from participating in covered contracts/grants. A person so excluded is “debarred”.

GRANT

An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

INELIGIBLE

Excluded from participation in federal non-procurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing relations; for example, excluded pursuant to the Davis-Bacon Act and its implementing regulations, the Equal Employment Opportunity Acts and executive orders, or the Environmental Protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person’s eligibility to anticipate in more than one covered transaction.

PARTICIPANT

Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract/grant as an agent or representative of another participant.

PERSON

Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

PRINCIPAL

Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract/grant whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- a. Principal investigators
- b. Providers of audit services required by a federal or state funding source.
- c. Researchers.

PROPOSAL

A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract/grant.

SUSPENSION

An action taken by a suspending official in accordance with the federal or state regulations that immediately excludes a person from participating in covered contracts/grant for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended".

VOLUNTARY EXCLUSION OR VOLUNTARILY EXCLUDED

A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

Exhibit 4: Critical Success Factors for MOUs

Critical Success Factors MOU/ Partnership Agreements

Timely Decision Making Authority

Partnering agencies must identify a specific individual in writing that will participate in the partnership consistently at the program level. The person identified must have the authority to influence and/or make decisions on behalf of their respective agency. When the partnership requires regular meetings and communications between agencies, identified individuals with decision making authority should remain the primary participant and should not practice a regular routine of sending representatives in their place because the dynamics of their agency's planned participation will be inherently changed. The HDHHS agrees that it at times, play an integral part in the development of community partnerships and agrees that timely decision making is also important to the process of developing effective service provider networks.

Open Communication Channels

Partnering agencies must create mechanisms to ensure that information affecting the partnership is shared appropriately. These mechanisms include regular meetings, phone calls, status reports and other written material that should be structured into the initial partnership agreement. The communication channels must be structured so that information flows back and forth between agencies in a manner that allows an agency to process the information in relation to its own operation.

Compatible Internal Policies

The initial decision to develop a partnership agreement must be factored with an understanding of operational dynamics and policies for each individual agency. When negotiating the terms of an agreement, partners should develop shared policies that will be compatible to each agency. When necessary, individual agencies must adapt their internal policies in an effort to realistically achieve the partnership goals.

Clearly Defined Roles of Participation

It is imperative that the partnership agreement has clearly defined roles and that each agency and its representative can articulate specific deliverables for each entity within the partnership. The involvement of other important community stakeholders, including clients should also be clearly articulated. The method in which work will be coordinated should be considered as roles and responsibilities are defined. As roles are defined, it is also important to remember that the relationship must be mutually beneficial for all parties involved. When negotiating the agreement, agencies should be sure to structure its activities in a manner that is not one-sided. Each agency should be clear about its position and should identify specific highlights of the partnership that are particularly important.

Conflict Resolution System

Partnering agencies should agree upon a method of resolving any discrepancies that may arise during the normal course of the partnership. The mechanism should be a system that identifies each complaint or conflict and lays out specific action steps that resolve each issue in a fair and unbiased manner. Each agency must agree to make a "good faith" effort to adhere to the conflict resolution system that it develops.