



To: State HIV/AIDS Surveillance Contractors

From: Sharon K. Melville, MD, MPH, Manager
HIV/STD Epidemiology and Surveillance Branch

Date: March 1, 2006

Subject: State HIV/STD Surveillance Contract Renewal Application

This is to request your application for renewal of your state HIV/AIDS Surveillance contract. This request is for a twelve-month budget period, beginning **September 1, 2006 and ending August 31, 2007**. You will note this process has been abbreviated for your convenience.

For your contract renewal, please submit the following forms to Karen Rodela, HIV/STD Comprehensive Service Branch, Texas Department of State Health Services, 1100 West 49th Street, Austin, TX 78756-3199 **NO LATER THAN 2:00 P.M. ON APRIL 14, 2006:**

- Checklist
- Categorical budget (with specifications for any equipment requests)
- Staff contact information
- Work plan
- Performance Measures
- Assurances, if applicable

All assurances and contract obligations remain in effect. In the event that a contractor has a new Executive Director or other official with signature authority, assurances with original signatures must be submitted with your renewal application. The assurance forms, along with the other forms included with this notice of renewal, may be downloaded from:
<http://www.tdh.state.tx.us/hivstd/grants/default.htm>.

State HIV/AIDS Surveillance budgets submitted with this application should reflect the funding amount indicated on the attached funding allocation table. The Department of State Health Services (DSHS) reserves the right to negotiate any terms and conditions including budget amounts and allocations. Any contract renewal is contingent upon the continued availability of funding to DSHS.

If you have questions concerning funding allocations contact Dr. Roy Reyna (512) 533-3102. For question on the renewal process contact Ed Loomis, (512) 533-3128.

**LEVEL FUNDING AMOUNTS
STATE HIV/AIDS SURVEILLANCE CONTRACTS**

*For the Project Period September 1, 2006 to August 31, 2007**

Corpus Christi-Nueces County Public Health District	\$39,716
El Paso City-County Health and Environmental District	\$24,159
Galveston County Health District	\$36,063
Lubbock City Health Department	\$50,251
TOTAL	\$150,189

**FORM A: STATE SURVEILLANCE CONTRACT RENEWAL APPLICATION
CHECKLIST**

Name of Contractor _____

This form is provided to ensure that the application is complete, proper signatures are included, and the required assurances, certifications and attachments have been submitted.

Form	Included
Categorical budget	<input type="checkbox"/>
Staff contact information	<input type="checkbox"/>
Work plan	<input type="checkbox"/>
Performance measures	<input type="checkbox"/>
Assurances only applicable if signature authority has changed	<input type="checkbox"/>
HIV Contractor Assurances (if applicable)	<input type="checkbox"/>

**INSTRUCTIONS AND EXAMPLES
FOR A CATEGORICAL BUDGET JUSTIFICATION**

TOTAL
101,604

A. PERSONNEL

[List each position. give a brief job description of 50 words or less. For each position listed, multiply the monthly salary or wages by the percentage of personnel time by the number of months which the salary is to be paid from this budget.]

Example:

Executive Director (Gonzales) 1,920
\$3,200/monthly X 5% X 12 = \$1920

Oversees all program activities. Ensures compliance with contract requirements. Provides program/financial information to the Board of Directors. Acts as agency personnel director and public spokesperson. supervises Program Manager.

Bookkeeper (Jones) 1,800
\$1,500/monthly X 10% X 12 = \$1800

Performs full charge bookkeeping duties. Inputs transaction data and produces general ledger, income/expense statements and balance sheets. Maintains and produces payroll. Checks invoices for accuracy and prepares them to be approved for payment. Prepares accounts payable.

Program Manager (Watson) 12,384
\$2,580/monthly X 40% X 12 = \$12,384

Supervises Prevention Counselor and Outreach Educator. Provides needed staff training. Coordinates prevention programming. Designs and maintains data collection system. Prepares all required program reports. Evaluates staff performance and conducts quality assurance.

HIV Prevention Counselor (McDade) 28,500
\$2,375/monthly X 100% X 12 = \$28,500

Conducts HIV prevention counseling and testing through street outreach targeting IDUs, sex partners of IDUs and females who sell sex for drugs or money. collect and maintain accurate program data. Make appropriate referrals for services. Distribute condoms. Performs partner elicitation activities with HIV-positive clients.

HIV Prevention Counselor/Outreach Educator (Vacant) 28,500
\$2,375/monthly X 100% X 12 = \$28,500

Conducts street outreach with UHS high-risk adolescents. Does one -on-one and small group education and risk reduction skills training at appropriate

TOTAL

sites (hang-out street corners, juvenile detention centers, youth shelters). Provide prevention counseling and testing at these same locations. Conduct partner elicitation. Collect and maintain accurate program data. Make appropriate referrals for services. Distribute condoms.

Outreach Educator (New position) (attach Job description) 28,500
\$2,375/monthly X 100% X 12 = \$28,500

Conduct street outreach and small group activities with MSMs of Color. Conduct one-on-one risk reduction and education at bars, public sex environments, and other places the population congregates. Provide risk-reduction and self-esteem building small groups. Distribute condoms and make referrals. Design literature which is language and culturally appropriate. Collect and maintain accurate program data.

B. FRINGE BENEFITS

(Total)

[Itemize the cost of fringe benefits paid for employees, including employer contributions for Social Security, retirement, insurance and unemployment compensation. Fringe benefits requested must represent the actual benefits paid for employees.]

Example:

FICA: $0.765 \times \$101,604 =$	7,773
Insurance: $\$2,160 \times 3.55 \text{ FTEs} =$	7,668
Worker's Comp: rate x salaries = \$	\$
Unemployment: rate x salaries = \$	\$

C. STAFF TRAVEL

(Total)

[Budget the projected costs of transportation, lodging, meals, and related expenses for official staff business travel conducted in carrying out the contract. Out of state travel is only allowed with pre-approval from the TDH. Costs for travel to the bi-annual Texas HIV/STD Conference Austin and to staff training and development meetings should be included, if applicable. NOTE: Grantees who do not have written travel reimbursement policies must use TDH travel reimbursement rates as follows: \$.345/mile, \$30/day meals, \$80/day lodging.]

Example:

Mileage for Prevention Counselors in service area: \$0.345/mile X 300 miles/mo. X 12 months - \$1,242	1,242
Mileage for Outreach Educators in service area: \$.345 mile X 300 miles/mo. X 12 months - \$1,242	1,242
Expenses for 3 staff members to attend Texas HIV/STD Conferences: Airfare @ \$175 X 3 staff = \$525 Lodging @ \$80 X 4 days X 3 staff = \$960	1,845

Meals @ \$30 X 4 days X 3 staff = \$360

D. EQUIPMENT

(Total)

[Equipment is defined as tangible non-expendable property with an acquisition cost of over \$1000, including freight, and a useful life of more than one year, with the following exceptions: costs for FAX machines, stereo systems, cameras, video recorder/players, microcomputers, and printers with a unit cost of \$500 or more. Prior written approval from the TDH is required before grantee may acquire equipment. List each item, describe and explain use. Attach the Justification for Request for Equipment Purchase form for each piece of equipment requested.]

E. SUPPLIES

5,575

[This category is for the costs of materials and supplies necessary to carry out the project. It includes general office supplies, janitorial supplies, and any equipment with a purchase price, including freight, of less than \$1000 or less per item.]

Example:

General office supplies - \$100 mo x 12 mo	1,200
Education Supplies - \$2,800	2,800
Includes: supplies for safer sex kits (lubricants, oral sex condoms, female condoms, etc.)	
Phlebotomy supplies - \$1,000	1,000

F. CONTRACTUAL

(Total)

Whenever the applicant intends to delegate part of the activities identified in the scope of work to a third party, the cost of providing these activities is recorded in this category. If an applicant plans to enter into a contract in which a subrecipient will receive a substantial portion of the scope of the project, i.e. \$25,000 or 25% of the applicant's funding request whichever is greater, the applicant shall submit justification to TDH and receive prior written approval from TDH before entering into the contract. A detailed eight-category budget justification or fee-for-service budget must be submitted for each proposed subcontract.

G. OTHER

(Total)

[All other allowable direct costs not listed in any of the above categories are to be included in this category. Some of the major costs that should be budgeted in this category are:

1. Space and equipment rental
2. Staff Development and training
3. Utilities and telephone expenses
4. Printing and reproduction expenses

5. Lease (not purchase) of photocopier or other equipment
6. Postage and shipping
7. Temporary staff obtained through an employment agency
8. Contract CPA or bookkeeping services, or other contracts not related to direct client services
9. Cost of external audit
10. Insurance and bonds
11. Equipment repairs or services (maintenance agreements, etc.)
12. Books, periodicals, pamphlets, and memberships
13. Advertising
14. Conference registration fees and other training costs
15. Janitorial services
16. Consulting fees (not allowed for preparation of grants to the TDH). Requires prior approval from the TDH. May include cost of preparing HIV prevention grants from other sources. May include cost of technical assistance not provided by the TDH. Written justification must be submitted.
17. Contracts for administrative services.

H. TOTAL DIRECT COSTS

(Total)

[Enter the total of A - G above]

I. INDIRECT COSTS

(Total)

[A copy of the current negotiated indirect cost rate must be attached, if applicable. If there is no negotiated rate, applicant may recover up to 10% of the direct salary and wage costs of providing the service, excluding overtime and fringe benefits, subject to adequate documentation of salary and wage costs.]

J. TOTAL BUDGET

(Total)

FORM C: CONTACT PERSON INFORMATION

Legal Name of _____

This form provides information about appropriate contacts in the applicant's organization **in addition** to those on FORM A: FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the **Enterprise Contract and Procurement Services Division**.

Contact: _____	Mailing Address (incl. street, city, county, state, & zip):
Title: _____	_____
Phone: _____ Ext. _____	_____
Fax: _____	_____
E-mail: _____	_____
Contact: _____	Mailing Address (incl. street, city, county, state, & zip):
Title: _____	_____
Phone: _____ Ext. _____	_____
Fax: _____	_____
E-mail: _____	_____
Contact: _____	Mailing Address (incl. street, city, county, state, & zip):
Title: _____	_____
Phone: _____ Ext. _____	_____
Fax: _____	_____
E-mail: _____	_____
Contact: _____	Mailing Address (incl. street, city, county, state, & zip):
Title: _____	_____
Phone: _____ Ext. _____	_____
Fax: _____	_____
E-mail: _____	_____

FORM D: WORK PLAN

*Applicant shall describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments. Address the required elements (see WORK PLAN Guidelines) associated with the services proposed in this application. **A maximum of three (3) additional pages may be attached if needed.***

FORM D: WORK PLAN Guidelines

Applicant shall describe its plan for service delivery to the population in the proposed service area(s) and include time lines for accomplishments. The work plan shall address the needs and the problems identified in the community assessment for improving health status. The plan shall:

1. REPORTING
 - a. Maintain a current list of key reporting sources in the Performing Agency's geographic area and visit key reporting sources at least yearly to establish and maintain communication about reporting rules and regulations and available public health services.
 - b. Collect reports of HIV and AIDS cases diagnosed and/or treated within Performing Agency's geographic area.
 - c. Ensure that HIV/AIDS case reports are accurate, complete and submitted to Receiving Agency program within 90 days of receipt of the initial laboratory or morbidity report.
 - d. Download and mail electronic and hard copy case reports to the Receiving Agency Program weekly by Friday close of business unless prior arrangements have been made with the Receiving Agency program.
 - e. Conduct Incidence Surveillance activities in cooperation with contractor identified to coordinate Incidence Surveillance by Receiving Agency Program.
2. REGISTRY MAINTENANCE
 - a. Maintain a case file on all confirmed and suspected cases of HIV and AIDS diagnosed and/or treated within Performing Agency's geographic area.
 - b. Follow-up pediatric HIV exposed cases every 6 months until the case has met the CDC surveillance definition of presumptively or definitely infected or uninfected.
 - c. Review HIV cases at a minimum of once yearly to identify and update registry with AIDS defining conditions.
3. SYSTEM EVALUATION
 - a. Review and provide appropriate follow-up on all suspected HIV/AIDS cases identified by Receiving Agency Program's alternate record review systems in order to enhance case ascertainment and validate the effectiveness of local surveillance efforts.
 - b. Track reporting by local sources in order to monitor the level of compliance to reporting laws and level of case ascertainment.
 - c. Conduct prescribed weekly, monthly, quarterly and annual analyses to monitor trends in the data and evaluate data quality.
4. EPIDEMIOLOGIC INVESTIGATIONS
 - a. Initiate epidemiologic investigations on newly reported No Identified Risk (NIR) cases and cases of public health importance within three (3) days of receipt of case report through contact with appropriate health care provider or the review of medical records.
 - b. A determination of the need for public health follow-up will be made on all HIV positive test results within three (3) business days of the receipt of the test results. If no clear determination can be made within the three business days, the HIV test results should be sent to a Disease Intervention Specialist (DIS) for investigation.
 - c. Assist Receiving Agency Program with other epidemiologic investigations as deemed necessary by Receiving Agency Program or CDC.
5. CONFIDENTIALITY
 - a. Store all case files and computer diskettes containing patient information in a locked file cabinet when not in use. The locked file cabinet and surveillance computer shall be kept in a locked room with limited, controlled access.
 - b. Utilize passwords to access computer databases containing HIV/AIDS case data. Passwords shall be changed monthly and known only to surveillance personnel.
 - c. Limit the number of persons who have keys to registry files to persons directly involved in case reporting and the HIV/STD Program Manager in the geographic area of the Performing Agency.

- d. Require a statement of confidentiality (attached), designed by HHS, to be signed annually by all personnel (including IT) having access to HIV/AIDS case files and computer diskettes and computer systems kept on file by Performing Agency.
- e. Require annual HIV surveillance security training for all personnel (including IT) having access to HIV/AIDS case files, computer diskettes and computer systems kept on file by Performing Agency.
- f. Performing Agency may release demographic analyses of local data as public information as long as it complies with the Texas Department of State Health Services, Policy No. 020.061 "Publication or Release of HIV/STD Data.
- g. When electronically transmitting case specific information, any transmission by Performing Agency that does not incorporate the use of an encryption package meeting AES encryption standards, will not contain identifying information or use terms easily associated with HIV or AIDS. The terms HIV or AIDS must not appear anywhere in the context of the communication, including the sender and/or recipient address and label.

FORM E: PERFORMANCE MEASURES

*In the event a contract is awarded, applicant agrees that performance measures will be used to assess, in part, the applicant's effectiveness in providing the services described. Address all of the requirements (see PERFORMANCE MEASURES Guidelines) associated with the services proposed in this application. A maximum of **two (2)** additional pages may be attached if needed.*

FORM E: PERFORMANCE MEASURE Guidelines

Applicant shall include the performance measures in the application along with the proposed target levels of performance for each measure. The proposed target levels of performance and reporting frequency will be negotiated and agreed upon by applicant and DSHS.

1. Performing Agency shall enter no less than 90% of all new disease reports received by the Performing Agency as morbidity into the HIV/AIDS Reporting System within 24 hours of the receipt of the disease report.
2. Performing Agency shall ensure transfer of collected HIV/AIDS case information by the close of business on the Friday of each week to Receiving Agency Program. Performing Agency may request Receiving Agency Program to extend the timetable for transferring data. Any agreement shall be in writing and signed by both parties.
3. Performing Agency shall have no less than 90% of the HIV/AIDS cases reports with legitimate answers to the three questions: 1) was patient informed of HIV status; 2) were partner services needed; and 3) are additional referral services needed. If the percentage of case reports with these three questions completed drops below 80%, the Performing Agency must prepare and submit a plan to the Receiving Agency Program addressing how the completion percentage will be improved.
4. Performing Agency shall make a determination of the need for public health follow-up on 95% of all HIV positive test results within three (3) business days of the receipt of the test results. If no clear determination can be made within the three business days, Performing Agency shall forward the HIV test results to a Disease Intervention Specialist (DIS) for investigation
5. Performing Agency will provide HIV/AIDS case reporting activities for cases diagnosed in the following geographic area(s): (list counties)
 - For Corpus Christi: Brooks, Kleberg, Jim Wells, Live Oak, Nueces, San Patricio, Bee, Refugio, and Aransas Counties
 - For El Paso: El Paso County
 - For Galveston: Galveston, Brazoria, and Chambers Counties
 - For Lubbock: Lubbock County
6. Performing Agency shall complete and submit quarterly activity reports demonstrating Performing Agency's conduct of HIV/AIDS case-finding activities. These reports shall be submitted to Receiving Agency Program on the 20th day of March 2006, July 2006, October 2006 and January 2007 in a format provided by Receiving Agency Program.

Texas Department of State Health Services

HIV Contractor Assurances

1. ADVOCATE AND PROMOTE

The applicant agency assures that it does not advocate or promote conduct that violates state law, in compliance with the HIV Services Act, Texas Health and Safety Code, Section 85.011, as follows:

"Grants may not be awarded to an entity or community organization that advocates or promotes conduct that violates state law. This subsection does not prohibit the award of a grant to an entity or community organization that provides accurate information about ways to reduce the risk of exposure to or transmission of HIV."

2. CONFIDENTIALITY

The applicant agency and its employees or subcontractors, if applicable, provide assurance to the Texas Department of State Health Services that confidentiality of all records shall be maintained. No information obtained in connection with the examination, care, or provision of programs or services to any person with HIV shall be disclosed without the individual's consent, except as may be required by law, such as for the reporting of communicable diseases. Information may be disclosed in statistical or other summary form, but only if the identity of the individuals diagnosed or provided care is not disclosed.

We are aware that the Health and Safety Code, §81.103, provides for both civil and criminal penalties against anyone who violates the confidentiality of persons protected under the law. Furthermore, all employees and volunteers who provide direct client care services or handle direct care records wherein they may be informed of a client's HIV status or any other information related to the client's care, are required to sign a statement of confidentiality assuring compliance with the law. An entity that does not adopt a confidentiality policy as required by law is not eligible to receive state funds until the policy is developed and implemented.

3. CONFLICT OF INTEREST

The applicant agency and its employees or subcontractors, if applicable, provide assurance to the Texas Department of State Health Services that no person who is an employee, agent, consultant, officer, board member, or elected or appointed official of this agency, and, therefore, in a position to obtain a financial interest or benefit from an activity, or an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter shall participate in the decision making process or use inside information with regard to such activity. Furthermore, - this agency will adopt procedural rules which require the affected person to withdraw from his or her functions and responsibilities or the decision-making process with respect to the specific assisted activity from which they would derive benefit.

4. TUBERCULOSIS COLLABORATION

The applicant agency assures the DSHS that it maintains collaborative efforts with local Tuberculosis (TB) Control programs in order to insure that HIV and TB treatment and prevention services are provided to persons at risk of HIV and TB.

5. DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the applicant organization) certifies that it will provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
- (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), above, with respect to any employee who is so convicted-
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f), above.

6. POLICIES OF THE HIV/STD PROGRAM

The applicant agency assures the DSHS that it will abide by all policies of the HIV/STD program that apply to the programs being provided. A list of policies applicable to all HIV and STD contractors is provided at the program website at www.dshs.state.tx.us/hivstd/policy/default.htm.

Signature of Authorized Certifying Official	Title
Date	
Legal Name of Applicant Organization	