



**To:** State HIV/AIDS Surveillance Contractors

**From:** Patricia A. Melchior, Director  
Contract Management Unit  
Prevention and Preparedness

**Date:** May 1, 2007

**Subject:** State HIV/STD Surveillance Contract Renewal Application

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Attached is your renewal application for your state HIV/AIDS Surveillance contract. This renewal is for a twelve (12) month budget, beginning **September 1, 2007 - August 31, 2008**.

Please submit your application to the following individuals by **2:00 P.M. on Monday, May 21, 2007** to:

**One (1) original and three (3) copies to:**

Liza Hinojosa, Contract Manager  
Department of State Health Services  
Prevention and Preparedness Division  
Contract Management Unit  
1100 W. 49<sup>th</sup> Street  
Austin, Texas 78756-3199

**One (1) copy to:**

Public Health Regional HIV/STD Program Manager (list available at:  
<http://www.dshs.state.tx.us/hivstd/fieldops/page7.shtm> )

This renewal application and assurance forms may also be downloaded from:  
<http://www.dshs.state.tx.us/hivstd/funding/default.shtm>.

<b>FUNDING AMOUNTS</b> <b>STATE HIV/AIDS SURVEILLANCE CONTRACTS</b> <i>For the Project Period September 1, 2007 to August 31, 2008</i>	
Corpus Christi-Nueces County Public Health District	\$44,716
El Paso City-County Health and Environmental District	\$29,159
Galveston County Health District	\$41,063
<b>TOTAL</b>	<b>\$114,938</b>

State HIV/AIDS Surveillance budgets submitted with this application should reflect the funding amount indicated on the allocation table above. 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 availability of funding to DSHS.

If you have questions concerning funding allocations or this renewal application contact Liza Hinojosa, Contract Manager, at (512) 458-7111 ext. 3212.

**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.

<b>Form</b>	<b>Included</b>
FORM A: Staff Contact Page	<input type="checkbox"/>
FORM B: Categorical budget	<input type="checkbox"/>
FORM C: Work Plan	<input type="checkbox"/>
FORM D: Performance Measures	<input type="checkbox"/>
HIV Contractor Assurances	<input type="checkbox"/>

**FORM A: STAFF CONTACT INFORMATION**

Legal Name of \_\_\_\_\_

This form provides information about appropriate contacts in the applicant's organization. **If any of the following information changes during the term of the contract, please send written notification to Liza Hinojosa, Contract Manager.**

<b>Contact:</b> _____	<b>Mailing Address (incl. street, city, county, state, &amp; zip):</b>
<b>Title:</b> _____	_____
<b>Phone:</b> _____ <b>Ext.</b> _____	_____
<b>Fax:</b> _____	_____
<b>E-mail:</b> _____	_____
<b>Contact:</b> _____	<b>Mailing Address (incl. street, city, county, state, &amp; zip):</b>
<b>Title:</b> _____	_____
<b>Phone:</b> _____ <b>Ext.</b> _____	_____
<b>Fax:</b> _____	_____
<b>E-mail:</b> _____	_____
<b>Contact:</b> _____	<b>Mailing Address (incl. street, city, county, state, &amp; zip):</b>
<b>Title:</b> _____	_____
<b>Phone:</b> _____ <b>Ext.</b> _____	_____
<b>Fax:</b> _____	_____
<b>E-mail:</b> _____	_____
<b>Contact:</b> _____	<b>Mailing Address (incl. street, city, county, state, &amp; zip):</b>
<b>Title:</b> _____	_____
<b>Phone:</b> _____ <b>Ext.</b> _____	_____
<b>Fax:</b> _____	_____
<b>E-mail:</b> _____	_____

**FORM B:  
INSTRUCTIONS AND EXAMPLES FOR A CATEGORICAL BUDGET JUSTIFICATION**

Contractor: \_\_\_\_\_

Contract Term: \_\_\_\_\_

**TOTAL**

**A. PERSONNEL**

**101,604**

[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 DSHS. NOTE: Grantees who do not have written travel reimbursement policies must use TDH travel reimbursement rates as follows: \$.445/mile, \$36/day meals, \$85/day lodging (effective 08/25/06).]

**Example:**

Mileage for Prevention Counselors in service area: 1,242  
\$0.345/mile X 300 miles/mo. X 12 months - \$1,242

Mileage for Outreach Educators in service area: 1,242  
\$.345 mile X 300 miles/mo. X 12 months - \$1,242

Expenses for 3 staff members to attend Texas HIV/STD Conferences: 1,845

Airfare @ \$175 X 3 staff = \$525

Lodging @ \$80 X 4 days X 3 staff = \$960

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 \$5000, 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 DSHS 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 DSHS and receive prior written approval from DSHS 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: WORK PLAN GUIDELINES

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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 work plan shall include the following:

### 1. REPORTING

- a. Maintain, and report to DSHS annually, a current list of key reporting sources in the Contractor'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 from local and regional providers.
- b. Conduct quarterly active case finding by contacting by phone or in person all HIV reporting facilities in coverage area and collecting information necessary to complete HIV/AIDS case report form on any newly diagnosed HIV/AIDS cases during the quarter.
- c. Collect, for DSHS, those reports of HIV and AIDS cases diagnosed and/or treated which health care providers are required to make within Contractor's geographic area.
- d. Ensure that HIV/AIDS case reports are accurate and complete, through the use of DSHS Program's site visit auditing tool, and are submitted to DSHS Program within forty-five (45) days of receipt of the initial laboratory or morbidity report.
- e. For each adult case of HIV or AIDS newly entered into the HIV/AIDS Reporting System (HARS), ascertain a completed HIV Testing History Form from the reporting provider, or complete a HIV/AIDS Case Report Addendum or other form specified by DSHS Program, to collect HIV Incidence Surveillance data elements.
- f. In accordance with the HIV/AIDS Surveillance Manual of Operating Procedures, conduct Incidence Surveillance activities in cooperation with the contracted Incidence Surveillance technical assistance provider identified by DSHS.
- g. Complete reports within forty-five (45) days of the child's birth pertaining to enhanced perinatal HIV surveillance, using elements found in the most current version of the form adopted by DSHS.

### 2. REGISTRY MAINTENANCE

- a. Maintain a case file on all confirmed and suspected cases of HIV and AIDS diagnosed and/or treated within Contractor's geographic area.
- b. Follow-up perinatal HIV exposed cases every six (6) months until the case has met the CDC surveillance definition of presumptively or definitely infected or uninfected and update enhanced perinatal forms and HARS data in a timely manner.
- c. Review every HIV case reported at a minimum of once yearly to identify and update registry with AIDS defining conditions.
- d. Remove duplicate cases with other states as identified in the Routine Interstate Duplicate Review (RIDR) project within ten (10) days of receiving RIDR notices.

### 3. SYSTEM EVALUATION

- a. Review and provide appropriate follow-up on all suspected HIV/AIDS cases identified by DSHS 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 with federal and state legal reporting requirements and level of case ascertainment.
- c. Conduct prescribed weekly, monthly, quarterly and annual analyses to monitor trends in the data and evaluate data quality utilizing HARS.

#### 4. EPIDEMIOLOGIC INVESTIGATIONS

- a. Initiate epidemiologic investigations on newly reported No Identified Risk (NIR) cases and cases of public health importance within three (3) business days of receipt of case report through contact with appropriate health care provider and a review of the patient's medical records.
- b. Perform a determination of the need for public health follow-up 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 (3) business days, the HIV test results should be sent to a Disease Intervention Specialist (DIS) for investigation.
- c. Perform epidemiological follow-up on all NRR cases through active surveillance activities within 120 days of notification from DSHS.
- d. Assist DSHS Program with other epidemiologic investigations as requested by DSHS 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 every ninety (90) days and known only to surveillance personnel.
- c. Limit the number of persons who have access to registry files to persons directly involved in case reporting and the HIV/STD Program Manager in the geographic area of the Contractor.
- 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 involving activities performed by Contractor.
- e. Require annual HIV surveillance security training for all personnel (including IT) having access to HIV/AIDS case files, computer diskettes and computer systems involving activities performed by Contractor.
- f. Contractor 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". Release of demographic analyses of local data shall be submitted to DSHS in advance for review and approval.
- g. When electronically transmitting case specific information, any transmission by Contractor that does not incorporate the use of an encryption package meeting Advanced Encryption Standards (AES), will not contain identifying information or use terms overtly 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 C: 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.*

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## FORM D: 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. Contractor shall enter no less than ninety percent (90%) of all new disease reports received by the Contractor as morbidity into the HIV/AIDS Reporting System within twenty-four (24) hours of the receipt of the disease report.
2. Contractor shall ensure transfer of collected HIV/AIDS case information to DSHS program weekly by the close of business each Friday. Contractor may send a written request DSHS Program to extend the timetable for transferring data, which must be received in advance of the deadline. Any agreement shall be in writing and signed by both parties.
3. Contractor shall have no less than ninety percent (90%) of the HIV/AIDS cases reports completed with legitimate answers to the following 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 eighty percent (80%), the Contractor must prepare and submit a plan to the DSHS Program addressing how the completion percentage will be improved and must follow DSHS directives in response to that plan.
4. Contractor shall make a determination of how the need for public health follow-up within three (3) business days of receipt of the test results will be made on at least ninety-five percent (95%) of all HIV positive test results. If no clear determination can be made within the three (3) business days, the HIV test results must be sent to a Disease Intervention Specialist (DIS) for investigation.
5. Contractor will provide HIV/AIDS case reporting activities for cases diagnosed in the following geographic area(s):
  - Corpus Christi: Brooks, Kleberg, Jim Wells, Live Oak, Nueces, San Patricio, Bee, Refugio, and Aransas Counties.
  - El Paso: El Paso County
  - Galveston: Galveston, Brazoria, and Chambers Counties
6. If directed by DSHS below, contractor will collect case report forms from specified additional assigned region(s), for data entry and submission to DSHS:
  - For Corpus Christi: **Contractor will also collect case report forms from specified additional assigned Region 11 for data entry and submission to DSHS:** Aransas, Bee, Brooks, Cameron, Duval, Hildalgo, Jim Hogg, Jim Wells, Kenedy, Kleberg, Live Oak, McMullen, Refugio, San Patricio, Starr, Webb, Willacy, and Zapata.
  - For El Paso: **Contractor will also collect case report forms from specified additional assigned Regions 9 and 10 for data entry and submission to DSHS:** Andrews, Borden, Brewster, Coke, Concho, Crockett, Culberson, Dawson, Ector, Gaines, Glasscock, Howard, Hudspeth, Irion, Jeff Davis, Kimble, Loving, Martin, Mason, McCullough, Menard, Midland, Pecos, Presidio, Reagan, Reeves, Schleicher, Sterling, Sutton, Terrell, Tom Green, Upton, Ward, Winkler.

7. Contractor shall complete and submit quarterly activity reports demonstrating Contractor's conduct of HIV/AIDS case-finding activities. These reports shall be submitted to DSHS Program on the 20<sup>th</sup> day of December 2007, March 2008, June 2008, and September 2008 in a format provided by DSHS.
8. No less than eighty-five percent ( 85%) of the adult HIV/AIDS case reports are to be submitted with an HIV Testing History Interview Form or a HIV/AIDS Testing History Case Report Addendum, or other form specified by DSHS Program, to capture HIV Incidence Surveillance data elements.

## FORM D: 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.*

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# **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 that 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](http://www.dshs.state.tx.us/hivstd/policy/default.htm).

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