



To: Federal HIV/AIDS Surveillance Contractors

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

Date: August 16, 2007

Subject: Federal HIV/STD Surveillance Contract Renewal Application

Attached is your renewal application for your Federal HIV/AIDS Surveillance contract. This renewal is for a twelve (12) month term, beginning **January 1, 2008 - December 31, 2008**.

Please submit one (1) hard copy of your application and one (1) electronic copy via email by **2:00 P.M. on Monday, September 17, 2007** to:

Nora Torres, Contract Manager
Department of State Health Services
Prevention and Preparedness Division
Contract Management Unit
1100 W. 49th Street
Austin, Texas 78756-3199
nora.torres@dshs.state.tx.us

Please also submit one (1) electronic copy to liza.hinojosa@dshs.state.tx.us and one (1) hard 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 may also be downloaded from:
<http://www.dshs.state.tx.us/hivstd/funding/default.shtm>.

FUNDING AMOUNTS Federal HIV/AIDS SURVEILLANCE CONTRACTS <i>For the Project Period January 1, 2008 to December 31, 2008</i>	
Austin Travis County Health and Human Services Department	\$85,898
Dallas County Health and Human Services Department	\$195,610
El Paso City-County Health and Environmental Health District	\$20,007
San Antonio Metropolitan Health District	\$138,318
Tarrant County Public Health Department	\$99,841
TOTAL	\$539,674

Federal 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.

Please note: Effective January 1, 2008, contractors will now be required to submit supporting documentation for all travel expenses submitted to DSHS for reimbursement. Supporting documentation shall indicate name of traveler, date of travel, purpose of travel, method of travel, and a breakdown of travel expenses.

If you have questions concerning this renewal application contact Liza Hinojosa or Nora Torres at (512) 458-7111 ext. 7428.

**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
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 Nora Torres, Contract Manager at: nora.torres@dshs.state.tx.us**

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

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

Contractor: _____

Contract Term: _____

A. PERSONNEL

(Total)

[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/\text{monthly} \times 5\% \times 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/\text{monthly} \times 10\% \times 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
 $\$2,580/\text{monthly} \times 40\% \times 12 = \$12,384$

Supervises DIS/Surveillance activities. Provides needed staff training. Designs and maintains data collection system. Prepares all required program reports. Evaluates staff performance and conducts quality assurance.

DIS (McDade) 28,500
 $\$2,375/\text{monthly} \times 100\% \times 12 = \$28,500$

Conducts HIV/STD Surveillance activities. Collects and maintains accurate program data. Make appropriate referrals for services. Distribute condoms. Performs partner elicitation activities with HIV-positive clients.

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 x \$101,604 =\$
 Insurance: \$2,160 x 3.55 FTEs =\$
 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). If reimbursement rates are higher than State rates, you must submit written documentation indicating the higher rate is approved by your agency.]

Example:

Mileage for DIS in service area: 1,242
 \$.445/mile X 300 miles/mo. X 12 months - \$1,242

D. EQUIPMENT

(Total)

[Equipment means an article of nonexpendable, tangible personal property having a useful lifetime of more than one year and an acquisition cost of \$5,000 or more. Contractor must inventory equipment, and controlled assets, which include firearms regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more: desktop and laptop computers, non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Contractors on a cost reimbursement payment method shall comply with the requirements of the provisions in this Article concerning equipment. If purchase of equipment is approved in writing by the Department, Contractor is required to initiate the purchase of that equipment in the first quarter of the Contract or Program Attachment term, as applicable. Failure to initiate the purchase of equipment may result in loss of availability of funds for the purchase of equipment.]

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 charging indirect costs.]

J. TOTAL BUDGET

(Total)

FORM C: 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 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. Complete individual monthly activity report demonstrating staff activities. These reports shall be submitted on the 10th calendar day of each month in a format provided by DSHS Program.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. Supply DSHS Program with a copy of each job description for which a portion or all of the salary is paid by this Program Attachment within thirty (30) days of the contract start date.
- j. Supply DSHS Program, by the 10th calendar day of each month, with a copy of travel forms for each staff which lists the date of travel, the name of the staff person traveling, the purpose of the travel, and a breakdown of the costs associated with the travel for the previous month.

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 DSHS, 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.

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 to 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):
 - Austin-Travis County: Travis
 - Dallas County: Dallas
 - El Paso City-County: El Paso
 - San Antonio Metro: Bexar
 - Tarrant County: Tarrant
6. If directed by DSHS below, contractor will collect case report forms from specified additional assigned region(s), for submission to DSHS:
 - For El Paso: **Contractor will also collect case report forms from specified additional assigned Regions 9 and 10 for 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 20th

day of April 2008, July 2008, October 2008, and January 2009 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.*

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.

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