

CONTRACT NO. 2013-041393
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000385612

CONTRACTOR: CORPUS CHRISTI - NUECES COUNTY PUBLIC HEALTH DISTRICT
(COUNTY)

DSHS PROGRAM: HIV Surveillance - State

TERM: 09/01/2012

THRU: 08/31/2013

CONTRACTOR GEOGRAPHIC AREA: Aransas, Bee, Brooks, Jim Wells, Kleberg, Live Oak,
Nueces, Refugio, San Patricio

SECTION I. STATEMENT OF WORK:

Contractor shall conduct active surveillance and reporting activities for Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS).

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

- Chapters 81 and 85 of the Texas Health and Safety Code;
- Relevant portions of Chapter 6A (Public Health Service) of Title 42 (The Public Health and Welfare) of the United States Code, as amended; and
- Title 25 TAC Chapter 97, Subchapter F.

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

- DSHS Standards for Public Health Clinic Services, located at <http://www.dshs.state.tx.us/qmb/dshsstndrds4clinciservs.pdf>;
- Texas HIV Surveillance Procedure Manual, latest revision to be provided to contractor by the effective date of this Renewal Program Attachment at <http://www.dshs.state.tx.us/WorkArea/linkit.aspx?LinkIdentifier=id&ItemID=8589959851>;
- DSHS HIV/AIDS and STD Program Operating Procedures and Standards, located at <http://www.dshs.state.tx.us/hivstd/pops/default.shtm>;
- DSHS Program Policy "Release of TB/HIV/AIDS and STD Data" <http://www.dshs.state.tx.us/hivstd/policy/security.shtm>;
- Federal HIV/AIDS Security and Confidentiality guidelines, located at <http://www.cdc.gov/hiv/topics/surveillance/resources/guidelines/guidance/purpose.htm>;

- DSHS Program Policy No.2011.01 " TB/HIV/STD and Viral Hepatitis Unit Confidential Information Security Policy:"
<http://www.dshs.state.tx.us/hivstd/policy/security.shtm>; and
- DSHS Program TB/HIV/STD and Viral Hepatitis Unit Breach of Confidentiality Response Policy" <http://www.dshs.state.tx.us/hivstd/policy/security.shtm>.

All of the above-named documents are incorporated herein by reference and made a part of this Renewal Program Attachment.

Contractor shall perform all activities under this contract in accordance with the terms of this Renewal Program Attachment and detailed budget, as approved by DSHS. Contractor must receive advance written approval from DSHS before varying from any of these requirements, and must notify all staff working on activities of any such changes under this contract within forty-eight (48) hours of DSHS approval of changes.

Contractor shall document to DSHS that all project staff (i.e. working on activities under this contract) have received annual training on:

- Contractor's employee's standard of conduct; (Contractor shall submit these training documents to DSHS within fourteen (14) days of the effective date of this Renewal Program Attachment); and
- DSHS security and confidentiality training course.

All newly hired staff must successfully complete confidentiality and security training provided by DSHS, referenced immediately above, within thirty (30) days of beginning work on this Renewal Program Attachment. An employee must take an annual refresher training course on confidentiality requirements/confidential information security (i.e. within one year of having taken the previous confidentiality and security course) and submit appropriate documentation to the DSHS HIV/STD Surveillance Coordinator within ten (10) days of completing each course.

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

Contractor must notify the DSHS Program within forty-eight (48) hours of any personnel actions, including the details and outcome of such actions, involving project staff. A written report shall be submitted, to back up the oral report, within seventy-two (72) hours. Such personnel actions include, but are not limited to:

- counseling for misconduct regarding violations of personnel, project, state, and/or federal policies, procedures, requirements, and laws;
- terminations (voluntary or involuntary); and/or
- employee grievances.

Contractor shall be responsible to DSHS for the maintenance and evaluation of an active surveillance system for HIV/AIDS cases, as detailed herein. For the purpose of this Renewal Program Attachment, "HIV infection" and "AIDS" are as defined by the Centers for Disease Control and Prevention (CDC) of the United States Public Health Service, (*MMWR Recommendations and Reports*. 1999/48(RR13); 29-31) <http://www.cdc.gov/mmwr/preview/mmwrhtml/rr4813a2.htm>.

Contractor shall perform the following:

1. REPORTING

- a. Maintain a current list of key reporting sources (as defined in the Texas HIV Surveillance Procedure Manual) in Contractor's geographic area (i.e. area stated herein) and include this information in the Contractor's monthly report. Contractor must conduct visits with each of these sources at least once during the term of this Renewal Program Attachment to establish and maintain communication about reporting requirements (including Incidence Surveillance) and any changes in any relevant surveillance procedures and requirements.
- b. Contractor shall ensure the completeness of each case report provided to DSHS by conducting the following activities at least monthly: compare the expected number of cases to current year-to-date number of cases reported (based on the previous 5 year average over the same area); reviewing Sexually Transmitted Diseases-Management Information System (STD*MIS) bi-weekly to identify any unreported cases; and regularly reviewing surveillance systems to identify any inconsistencies or gaps in laboratory reporting. Contractor is encouraged to implement additional methods of evaluating completeness of key reporting source reporting, after first receiving DSHS written approval.
- c. Provide information, feedback, and clarification, as directed by DSHS Central Office staff, within ten (10) working days of inquiry.
- d. Provide DSHS with a follow-up status on all confirmatory Electronic Laboratory Reports within forty-five (45) days of receipt, and all non-confirmatory Electronic Laboratory Reports within six (6) months of receipt, by updating the LabVue access database. All follow-up reports should be designated as either "confirmed" or "not confirmed," as appropriate. If confirmed, a State Number ("stateno") is required to be given and if not confirmed, a reason must be provided.
- e. Conduct quarterly active case findings by contacting (by phone or in person) all HIV reporting facilities in the coverage area and collecting information necessary to complete an HIV/AIDS case report form on any newly diagnosed HIV/AIDS cases during the quarter.

- f. Complete monthly activity report which accurately summarizes Contractor staff activities conducted under this Renewal Program Attachment. These reports shall be submitted on the 10th calendar day of each month in a format provided by DSHS program.
- g. Submit signed copies of Quarterly Surveillance reports to DSHS by the 20th of the months following the end of the Quarter (October, January, April, and July).

Reporting Period	Due Date for Program Report
July - September 2012	October 20, 2012
October - December 2012	January 20, 2013
January - March, 2013	April 20, 2013
April - June, 2013	July 20, 2013

- h. Collect reports of HIV and AIDS cases diagnosed and/or treated which health care providers (e.g., physicians, HIV service providers, etc.) are required to make under TAC Title 25, Part 1, Chapter 97, Subchapter F, Rule §97.132. Contractor is responsible for collecting the reports within Contractor's geographic area as described herein.
- i. Ensure that HIV/AIDS case reports are accurate and complete, through the use of DSHS Program's site visit auditing tool, and ensure such reports are submitted to DSHS Program within forty-five (45) days of receipt of the initial laboratory or morbidity report (required for all cases).
- j. For each adult case of HIV or AIDS newly entered into the electronic HIV/AIDS Reporting System (eHARS), (reference Texas HIV Surveillance Procedure Manual) Contractor shall obtain a completed HIV Testing and Treatment History (TTH) Form from the reporting provider. Complete the testing and treatment history data elements on the Adult Case Report Form (ACRF), an HIV/AIDS Case Report Addendum or other form specified by DSHS Program, to collect HIV Incidence Surveillance data elements as referenced in the CDC Guidelines for HIV Incidence Surveillance and any future revisions. (Secure website provided to Contractor by CDC.)
- k. In accordance with the Texas HIV Surveillance Procedure Manual, conduct Incidence Surveillance activities in cooperation with the contracted Incidence Surveillance technical assistance provider identified by DSHS Program.
- l. Collect, for DSHS, copies of those reports of pediatric HIV and AIDS cases of diagnosed and/or treated infants born exposed to HIV, and copies of reports for HIV-positive pregnant women diagnosed and/or treated, which health care providers (e.g., physicians, HIV service providers, etc.) and laboratories are required to make under TAC Title 25, Part 1, Chapter 97, Subchapter F, Rule §97.132. Contractor is responsible for collecting the reports within Contractor's geographic area as specified herein.

- m. Using the mailing address below, download and mail electronic and hard copy pediatric case reports and addendums to DSHS Program weekly by Friday close of business (unless prior arrangements have been made with DSHS Program, in writing).
- n. In accordance with TAC Title 25, Part 1, Chapter 97, Subchapter F, Rule §97.133(1)(G), Contractor must complete reports within forty-five (45) days of the child's birth pertaining to perinatal HIV surveillance, using the form provided by DSHS.
- o. Supply DSHS with a copy of each job description for which a portion or all of the salary is paid under this Renewal Program Attachment, and do so within thirty (30) days of the effective date of this Renewal Program Attachment.
- p. Submit complete and accurate travel support documentation to DSHS when submitting vouchers for reimbursement. Support documentation shall list the employee who traveled, date of travel, purpose of travel, and a breakdown of the costs associated with the travel.
- q. Complete LRP quarterly security checklist provided by DSHS, by the deadline given.
- r. Provide at least one surveillance staff person to participate in standing monthly HIV Surveillance conference calls held by DSHS, as directed.
- s. All funded surveillance staff will participate in the three-day annual HIV Surveillance workshop, to be held during the Fall of this Renewal Program Attachment term

1. REGISTRY MAINTENANCE

- a. Maintain a case file on 100% of confirmed and suspected adult cases of HIV and AIDS diagnosed and/or treated within Contractor's geographic area, as specified herein.
- b. Maintain a case file on 100% confirmed and suspected cases of pediatric HIV and AIDS, infants born exposed to HIV, and HIV-positive pregnant women diagnosed and/or treated within Contractor's geographic area, as specified herein.
- c. Follow-up on 100% of perinatal HIV exposed cases (reference Texas HIV Surveillance Procedure Manual) every six (6) months until each case has met the CDC surveillance definition of presumptively or definitely infected or uninfected, and update pediatric case report forms and HARS database in a timely manner (reference Texas HIV Surveillance Procedure Manual).

- d. Review every collected pediatric HIV case, at least once by August 31, 2013 to identify AIDS-defining conditions and update registry (reference Texas HIV Surveillance Procedure Manual).
- e. Abstract medical charts for pediatric case reports both at the birth hospital and at the mother's and infant's health provider's offices. Maintain an electronic list of negative Polymerase Chain Reaction (PCR) tests for infants, to include name of laboratory and doctor ordering the test, and maintain copies of all reporting laboratory test results for pediatric cases. Assist DSHS staff, as directed, in the development of prevention plans and the implementation of prevention activities to reduce the perinatal transmission of HIV.
- f. Abstract medical charts for all adult HIV cases at eligible facility of diagnosis and/or facility of care within the Contractor's geographic area after initial HIV diagnosis and transition to AIDS.

2. SYSTEM EVALUATION

- a. Review and provide appropriate follow-up (as described in this Renewal Program Attachment) on all suspected HIV/AIDS cases identified by DSHS Program's alternate record review systems [e.g. Sexually Transmitted Disease Management Information System (STD*MIS); Tuberculosis Registry; etc.] in order to enhance case ascertainment (reference Texas HIV Surveillance Procedure Manual) and evaluate the effectiveness of local surveillance efforts.
- b. Track reporting by local sources (e.g. local health departments, private physicians, etc.) in order to monitor the level of compliance with federal and state legal reporting requirements and level of case ascertainment (reference Texas HIV Surveillance Procedure Manual).
- c. Conduct prescribed weekly, monthly, quarterly and annual analyses (reference Texas HIV Surveillance Procedure Manual) to monitor trends in the data referenced in this Renewal Program Attachment, and then evaluate data quality utilizing eHARS.

3. EPIDEMIOLOGIC INVESTIGATIONS

- a. Initiate epidemiologic investigations on newly reported cases of public health importance (reference Texas HIV Surveillance Procedure Manual), within three (3) business days of receipt of case report, through contact with appropriate health care providers and a review of patients' 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 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 (as referenced in the Texas HIV Surveillance Procedure Manual).
- c. Perform continuous epidemiological follow-up on all cases missing key pieces of information (as described in the HIV Surveillance Procedures Manual.)
- d. Assist DSHS Program with other epidemiologic investigations, as directed by DSHS Program. Adhere to all deadlines set by DSHS for other epidemiologic investigations.

Contractor shall designate, from its staff, a Local Responsible Party (LRP) who has the overall responsibility for ensuring the security of the HIV/STD confidential information maintained by Contractor as part of activities under this Renewal Program Attachment. The LRP must:

- Ensure that appropriate policies/procedures are in place for handling confidential information, for the release of confidential HIV/STD data, and for the rapid response to suspected breaches of protocol and/or confidentiality. These policies and procedures must comply with DSHS policies and procedure (Contractor may choose to adopt those DSHS policies and procedures as its own).
- Ensure that security policies are reviewed periodically for efficacy, and that the Contractor monitors evolving technology (e.g. new methods hackers are using to illegally access confidential data; new technologies for keeping confidential data protected from hacking) on an on-going basis to ensure that the program's data remain as secure as possible.
- Approve any Contractor staff requiring access to HIV/STD confidential information. LRP will grant authorization to Contractor staff who have a work-related need (i.e. work under this Renewal Program Attachment) to view HIV/STD confidential information.
- Maintain a list of authorized Contractor staff persons who have been granted permission to view and work with HIV/STD confidential information. The LRP will review the authorized user list ten (10) days from the effective date of this Renewal Program Attachment to ensure it is current. All Contractor staff with access to confidential information will have a signed copy of a confidentiality agreement on file and it be updated once during the term of this Renewal Program Attachment.
- Ensure that all Contractor staff with access to confidential information will be trained on security policies and procedures before access to confidential information is granted and that this training will be renewed once during the term of this Renewal Program Attachment.
- Thoroughly and quickly investigate all suspected breaches of confidentiality in consultation

with the DSHS LRP, all in compliance with the DSHS Program Policy TB/HIV/STD and Viral Hepatitis Breach of Confidentiality Response Policy" <http://www.dshs.state.tx.us/hivstd/policy/security.shtm>.

Contractor shall include the following in their security procedures:

- Computers and networks meet DSHS security standards, as certified by DSHS IT staff
- Provide a list to DSHS of personnel with access to secured areas and of all identified personnel who have received security training
- Provide a list to DSHS of personnel with access to all network drives where confidential information is stored was provide and all identified personnel received security training
- Requests for eHARS user account terminations are sent to DSHS within 1 business day of the identification of need for account termination
- Transfer secure data electronically using the Public Health Information Network
- A visitors log for individuals entering the secured areas and reviewed quarterly by the LRP
- eHARS user passwords changes verified by the LRP at least every 90 day
- Confidential data were:
 - Maintained in a secured area
 - Locked when not in use
 - Confidential documents are not left in plain sight
 - Shredded before disposal

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

SECTION II. PERFORMANCE MEASURES:

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

Contractor shall:

1. Diligently work to ensure the transfer of 100% of collected HIV/AIDS case information, including but not limited to Adult Case Report Forms, Pediatric Case Report Forms, and laboratory results received locally, 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 at least 24 hours in advance of the deadline at

issue. Any such agreement shall be in writing and signed by both parties.

2. Diligently work to ensure that every HIV/AIDS case report reflects the following: 1) the patient was informed of HIV status; 2) partner services were discussed and offered, if appropriate; and 3) referrals for appropriate additional services (e.g. HIV Services, Other Medical Services, and Substance Abuse Treatment) were made. If data indicates that this requirement is being met less than ninety percent (90%) of the time, DSHS may (at its sole discretion) require additional measures to be taken by Contractor to improve that percentage. In that scenario, Contractor must follow those additional measures, and do so according to the timetable mandated by DSHS.
3. Diligently work to provide complete and legitimate information for the following seven (7) data elements for each HIV/AIDS case report: 1) Legal name; 2) Race/ethnicity; 3) Sex; 4) Facility of Diagnosis; 5) Date of Diagnosis; 6) residence at diagnosis; and 7) Vital status (alive or deceased). If data indicates that this requirement is being met less than ninety percent-seven (97%) of the time, DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage. In that scenario, Contractor must follow those additional measures, and do so according to the timetable mandated by DSHS.
4. Diligently work to determine how the need for public health follow-up will be made 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 must be sent to a Disease Intervention Specialist (DIS) for investigation. If data indicates that this requirement is being met less than ninety-five percent (95%) of the time, DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage. In that scenario, Contractor must follow those additional measures, and do so according to the timetable mandated by DSHS.
5. Diligently work to ensure that the newly reported adult HIV/AIDS cases had at least one valid answer for any of the following six data elements: 1) Testing and Treatment History (TTH) date of first positive year is valid and earlier than eHARS diagnosis date; 2) ever tested negative is Yes or No; 3) number of negative tests in 24 months before first positive is not blank, Refused or Unknown; 4) TTH date of last negative HIV test year is valid; 5) ever taken ARV is Yes or No; and 6) ARV use dates are valid. If data indicates that this requirement is being met less than eighty-five percent (85%) of the time, DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage. In that scenario, Contractor must follow those additional measures, and do so according to the timetable mandated by DSHS.
6. If designated as a "data entry site," Contractor shall diligently work to ensure that 100% new disease reports received by Contractor are entered into the Electronic HIV/AIDS Reporting System within thirty (30) days of completion of a Case Report Form. If data indicates that

less than ninety percent (90%) of all new disease reports received by Contractor are entered into the Electronic HIV/AIDS Reporting System within thirty (30) days of completion of a Case Report Form, DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage. In that scenario, Contractor must follow those additional measures, and do so according to the timetable mandated by DSHS.

7. Contractor shall complete and submit quarterly activity reports demonstrating Contractor's compliance with activities under this Program Attachment. These reports shall be submitted to DSHS Program Staff at TBHIVSTDSurv.NA@dshs.state.tx.us and to the DSHS Contract Management Unit at hivstdreport.tech@dshs.state.tx.us on the following schedule:

Reporting Period	Due Date for Program Report
July - September 2012	October 20, 2012
October - December 2012	January 20, 2013
January - March, 2013	April 20, 2013
April - June, 2013	July 20, 2013

SECTION III. SOLICITATION DOCUMENT:

Exempt - Governmental

SECTION IV. RENEWALS:

DSHS may renew the Program Attachment for up to one (1) additional one-year term at DSHS' sole discretion.

SECTION V. PAYMENT METHOD:

Cost Reimbursement

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

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for travel reimbursement of the required services/deliverables. Supporting documentation shall indicate name of traveler, date of travel, purpose of travel, and a breakdown of the costs associated with the travel. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, Mail Code 1940
Department of State Health Services
1100 West 49th Street
PO BOX 149347
Austin, Texas 78714-9347

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

SECTION VII. BUDGET:

SOURCE OF FUNDS: State

DUNS # 078495025

SECTION VIII. SPECIAL PROVISIONS:

General Provisions **ARTICLE VII CONFIDENTIALITY**, Section 7.02 **Department Access to PHI and Other Confidential Information**, is revised to include the following:

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

General Provisions **ARTICLE VII CONFIDENTIALITY**, Section 7.03 **Exchange of Client-Identifying Information**, is hereby revised to include the following:

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

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

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

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

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

Categorical Budget:

PERSONNEL	\$34,404.00
FRINGE BENEFITS	\$13,074.00
TRAVEL	\$2,290.00
EQUIPMENT	\$0.00
SUPPLIES	\$760.00
CONTRACTUAL	\$0.00
OTHER	\$0.00
TOTAL DIRECT CHARGES	\$50,528.00
INDIRECT CHARGES	\$0.00
TOTAL	\$50,528.00
DSHS SHARE	\$50,528.00
CONTRACTOR SHARE	\$0.00
OTHER MATCH	\$0.00

Total reimbursements will not exceed \$50,528.00

Financial status reports are due: 12/31/2012, 03/29/2013, 06/28/2013, 10/31/2013