

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2015-001419-00**



This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Nueces County Public Health District (Contractor), a Governmental, (collectively, the Parties) entity.

- 1. Purpose of the Contract:** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.
- 2. Total Amount:** The total amount of this Contract is \$51,717.00.
- 3. Funding Obligation:** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
- 4. Term of the Contract:** This Contract begins on 09/01/2014 and ends on 08/31/2015. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
- 5. Authority:** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.
- 6. Program Name:** HIV/SUR-S HIV Surveillance - State

7. Statement of Work:

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

Contractor shall perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

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 Services, located at <http://www.dshs.state.tx.us/qmb/dshsstndrds4clinicservs.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/resources/guidelines/security_confidentiality_hiv.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. April 11, 2014 / 63(RR3); 1-10). <http://www.cdc.gov/mmwr/pdf/rr/rr6303.pdf>

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 designated Service Area and include this information in 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. Ensure the completeness of case reporting 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. Ensure a case report form is completed, entered into the electronic HIV/AIDS Reporting System (eHARS) and submitted to DSHS for all confirmatory Laboratory Reports within forty-five (45) days of receipt. A case report form must be completed, entered into the electronic HIV/AIDS Reporting System

(eHARS) and submitted to DSHS for cases that have transitioned to AIDS within 6 months of AIDS diagnosis. A valid response must be entered into eHARS within 6 months of initial notification for all suspected HIV cases that were not confirmed through receipt of an algorithm diagnosing HIV (e.g. probable cases ascertained through matches with other databases, routine viral loads, medications, etc.). Contractor must ensure that adequate tracking mechanisms are in place to track outcomes of all laboratories received through the Electronic Laboratory Reporting system.

e. Conduct monthly active surveillance 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.

f. Complete monthly activity report demonstrating 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. Manager shall discuss and review Quarterly Progress Report findings sent by DSHS with all surveillance staff. Manager shall acknowledge site standings reflected through report and provide Manager-signed copies of Quarterly Progress reports to DSHS by the 30th of the months following the end of the Quarter (December, March, June, and September).

Reporting Period	Due Date for Program Report
September – November 2014	December 30, 2014
December – February 2015	March 30, 2015
March – May 2015	June 30, 2015
June – August 2015	September 30, 2015

h. Be knowledgeable of any reference laboratories or medical facilities conducting in-house HIV laboratory testing within Contractor's designated Service Area. Contractor is responsible for identifying any testing facilities that are not reporting their laboratory results electronically to DSHS and shall accordingly arrange a method for retrieving any non-electronic, paper based labs. Contractor is responsible for submitting any and all lab results received directly from any laboratory and/or medical facilities to DSHS by the 30th day of each month. If no laboratory results were received locally in a given month, Contractor must send an e-mail to the DSHS HIV Surveillance Technical Assistance Coordinator indicating that there were not laboratory results received for that month.

i. 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 all required data elements to properly report all HIV and AIDS cases diagnosed and/or treated within Contractor's designated Service Area. Contractor is responsible for completing the case report form by conducting a medical record abstraction within three months of diagnosis.

j. Conduct HIV surveillance follow-up activities, including reviewing medical records regarding patients at issue in this Program Attachment (i.e., patients seeing a provider for these services in Contractor's designated Service Area, regardless of where the case resides, and completing required forms, such as the Case Report Form). Contractor is responsible for abstracting medical records requested by another jurisdiction in Texas within the time frames outlined in the HIV Surveillance Manual found at: <http://www.dshs.state.tx.us/hivstd/contractor/surveillance.shtm>.

k. Ensure that HIV/AIDS case report forms are accurate and complete in accordance with guidance

provided in the Texas HIV Surveillance Procedure Manual. Review, DSHS Program's Site Review Tool, the Monthly eHARS Reports and the Quarterly Progress Report provided by DSHS to ensure that corrections to case report forms are made and additional missing case information is collected.. Ensure that case report forms for new cases are completed and entered into the electronic eHARS within forty-five (45) days of receipt of the initial laboratory or morbidity report (required for all cases). Completed case report forms should be submitted to Central Office on a weekly basis upon completion of data entry.

l. For each adult case of HIV or AIDS newly entered into the electronic eHARS, (reference Texas HIV Surveillance Procedure Manual) Contractor shall complete or obtain HIV Testing and Treatment History information 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.)

m. 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.

n. 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 designated Service Area. If provider does not complete a case report form or does not provide sufficient information on the case report form, Contractor is responsible for abstracting the required case report form information from the provider's medical records. For each pediatric exposure investigated, Contractor shall ensure that a pediatric case report form is completed along with an updated adult case report form for infant's mother.

o. 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 in accordance with the Texas HIV Surveillance Procedure Manual, using the form provided by DSHS.

p. Follow procedures as outlined in Texas HIV Surveillance Procedure Manual to conduct out of state record searches. .

q. 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.

r. 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, all receipts and a breakdown of the costs associated with the travel.

s. Complete Local Responsible Party (LRP) quarterly security checklist provided by DSHS, by the deadline given.

t. Provide at least one surveillance staff person to participate in standing monthly HIV Surveillance conference calls held by DSHS, as directed.

u. Ensure that all funded surveillance staff participate in the annual HIV Surveillance workshop.

1. REGISTRY MAINTENANCE

- a. Maintain a paper or electronic file on all adult cases of HIV and AIDS within Contractor's designated Service Area.
- b. Maintain a case file on all 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 designated Service Area.
- c. Maintain an efficient tracking mechanism, either by paper or electronic file, to record outcomes for all laboratory reports received by local site (including all laboratory reports received through Electronic Laboratory Report and all paper laboratory reports received directly from providers or labs). With an efficient tracking mechanism in place, Contractor should be able to readily produce surveillance site standings at any given time (i.e., number of cases completed for the month, type of cases completed- New, Update to AIDS, and number of cases pending along with estimated dates of completion).
- d. Follow-up on 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).
- e. Review every collected pediatric HIV case, at least once by August 31, 2015 to identify AIDS-defining conditions and update registry (reference Texas HIV Surveillance Procedure Manual).
- f. 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.
- g. Abstract medical charts for all adult HIV cases at eligible facility of diagnosis and/or facility of care within Contractor's designated Service Area after initial HIV diagnosis and transition to AIDS.
- h. Conduct an investigation to verify any reported adult and/or infant HIV or AIDS deaths and abstract medical chart when appropriate within Contractor's designated Service Area. When completing death reports, Contractor will adhere to guidance provided in the HIV Surveillance Manual.

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 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:

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

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.

8. Service Area

Aransas County, Bee County, Brooks County, Jim Wells County, Kleberg County, Live Oak County, Nueces County, Refugio County, San Patricio County

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10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00046

DCPS GOLIVE SUR-S Proposal

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 08/31/2015

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

State

14. DUNS Number:

078495025

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Financial Status Rep	Quarterly	09/01/2014	11/30/2014	12/30/2014
FSR	Quarterly	12/01/2014	02/28/2015	03/30/2015
FSR	Quarterly	03/01/2015	05/31/2015	06/30/2015
FSR	Quarterly	06/01/2015	08/31/2015	10/15/2015

Submission Instructions:

Submit FSRs to Accounts Payable.

16. Special Provisions

General Provisions ARTICLE VIII CONFIDENTIALITY, Section 8.02 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 VIII CONFIDENTIALITY, Section 8.03 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 X RECORDS RETENTION, Section 10.01 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 XV GENERAL TERMS, Section 15.15 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.

17. Documents Forming Contract. The Contract consists of the following:

- a. Contract (this document) 2015-001419-00
- b. General Provisions Subrecipient General Provisions
- c. Attachments Budgets
- d. Declarations Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
- e. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: Nueces County
Vendor Identification Number: 17460005857

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

Department of State Health Services

Nueces County Public Health District

By:
Signature of Authorized Official

By:
Signature of Authorized Official

Date

Date

Name and Title
1100 West 49th Street
Address
Austin, TX 787-4204
City, State, Zip

Name and Title
Address
City, State, Zip

Telephone Number

Telephone Number

E-mail Address

E-mail Address

Budget Summary

Organization Name: Nueces County Public Health District Program ID: HIV/SUR-S
Contract Number: 2015-001419-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	\$35,808.00	\$0.00	\$0.00	\$35,808.00
Fringe Benefits	\$12,891.00	\$0.00	\$0.00	\$12,891.00
Travel	\$1,581.00	\$0.00	\$0.00	\$1,581.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$400.00	\$0.00	\$0.00	\$400.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$1,037.00	\$0.00	\$0.00	\$1,037.00
Total Direct Costs	\$51,717.00	\$0.00	\$0.00	\$51,717.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$51,717.00	\$0.00	\$0.00	\$51,717.00