

## **HIV Surveillance Program (HSP) Scope of Work (SOW)**

### **1. Service Overview**

The Grantee agrees to provide to the California Department of Public Health (CDPH) the services described herein.

The Grantee agrees to administer the CDPH, HIV Surveillance Program (HSP) and to insure the implementation of Human Immunodeficiency Virus (HIV) surveillance activities as described in this Scope of Work (SOW). The Grantee will plan, develop, and implement all aspects of HIV surveillance in the Service Location.

The Legislature authorized in the Health & Safety Code (HSC) Section 131019 the CDPH, Office of AIDS (OA) as the lead agency within the State responsible for coordinating state programs, services and activities related to HIV and Acquired Immune Deficiency Syndrome (AIDS). HSC 131085 (a) and (b) authorize the CDPH to enter into contracts to perform public health activities.

### **2. Service Location**

The services shall be performed at applicable locations within the Grantee's jurisdiction.

### **3. Service Hours**

The services shall be provided during normal Grantee working hours, Monday through Friday, except official holidays if observed by the Grantee.

### **4. Project Representatives**

The project representatives for CDPH HSP are assigned Surveillance Coordinators. A list of current Surveillance Coordinator assignments can be requested at [HIVSurvrf@cdph.ca.gov](mailto:HIVSurvrf@cdph.ca.gov).

### **5. Services to be Performed**

Services performed shall be consistent with the [Guide to HIV Surveillance in California](#), a comprehensive guide that also includes the standard operating procedures (SOPs), and be performed in support of the goals of California's Integrated Plan and the National HIV/AIDS Strategy (NHAS).

Grantee shall perform the activities outlined below:

#### **A. Maintain Infrastructure for HIV Surveillance**

The goal under this agreement regarding maintaining infrastructure for HIV surveillance is to establish and maintain HIV case surveillance in health, medical, public health, and social service settings, including laboratories and HIV testing sites such that HIV case reporting to the local health department occurs in a timely and complete fashion.

- 1) Grantee shall identify all sites responsible for HIV case reporting under California Health and Safety Code section 120130 and 121022, Title 17, California Code of Regulations (CCR) § 2641 and Title 17 CCR § 2643 in the jurisdiction, including, but not limited to, medical offices, clinics,

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hospitals, testing sites, community-based organizations, correctional health care settings, and clinical laboratories.

- 2) Grantee shall evaluate HIV case reporting procedures at HIV reporting sites (see Guide to HIV Surveillance in California for specific criteria) to insure all case information is reported per California Health and Safety Code section 120130 and 121022, Title 17 CCR § 2641 and Title - 17 CCR § 2643, and Guide to HIV Surveillance in California. Provide education and technical assistance to sites as needed to improve site-specific processes for HIV reporting.
- 3) Grantee shall identify, obtain, and maintain access to all data sources within the jurisdiction containing information relevant to HIV case surveillance including, but not limited to: clinic and hospital medical records, vital records, sexually transmitted disease (STD) surveillance data, Ryan White program data, tuberculosis (TB) surveillance data, and HIV and STD partner services data. These data sources may include California Reportable Disease Information Exchange (CalREDIE), AIDS Regional Information and Evaluation System (ARIES), and Local Evaluation Online (LEO).

### **B. Collect and Submit Accurate, Complete, and Timely HIV Surveillance Data to OA**

The goal under this agreement regarding collecting accurate and complete HIV surveillance data is to collect HIV surveillance data that meets all data requirements set forth by the OA and the Centers for Disease Control and Prevention (CDC), and submit data to OA, as per the Guide to HIV Surveillance in California.

- 1) Grantee shall identify all new HIV and new HIV stage 3 AIDS cases (including previously reported HIV cases that have transitioned to HIV stage 3 AIDS) reported in the jurisdiction through routine monitoring of laboratory and provider reports, and electronic laboratory data.
- 2) Grantee shall determine whether newly identified HIV and HIV Stage 3 AIDS cases are new cases by conducting 'case checks' on all potentially new cases against local and state HIV surveillance data.
- 3) Grantee shall assign a unique identifier ("STATENO") to each newly identified HIV case using the list of STATENOs provided by OA.
- 4) Grantee shall complete an Adult or Pediatric Case Report Form for 100 percent of newly reported HIV cases and 100 percent of new HIV Stage 3 AIDS cases identified in the jurisdiction and submit those case report forms to the OA via CalREDIE within 45 days of the Grantee receiving notification of a new case [as per HSC Section 121023 and California Code of Regulations, Title 17 § 2643.15].
- 5) Grantee shall collect all required data elements on 100 percent of Adult and Pediatric Case Report Forms using all available data sources to the extent permitted by law including, but not limited to, data from medical providers, HIV test sites, laboratories, HIV prevention programs, Ryan White funded programs, STD surveillance programs, and STD and HIV partner services programs. Required data elements are stated in the Guide to HIV Surveillance in California and include, but are not limited to, demographic information, contact information, risk behavior, clinical information, and testing and treatment history.

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- 6) Grantee shall enter 100 percent of non-electronic laboratory results received into the Lab Data Entry Tool (LDET) or equivalent system, and submit the lab results to the OA within 90 days of specimen collection date.
- 7) Grantee shall import 100 percent of electronic laboratory record (ELR) data files received from OA into LDET or equivalent system within 5 business days of receipt.
- 8) Grantee shall review and investigate cases and data quality issues identified on the daily and monthly OA quality assurance/quality control reports. Grantee shall make appropriate data corrections or updates through processes specified in the Guide to HIV Surveillance in California within 90 days of receipt of the reports.
- 9) Grantee shall collaborate with OA and CDC staff to conduct investigations of Cases of Public Health Importance (COPHI) [cases with unusual or highly concerning clinical or exposure characteristics, including but not limited to workplace exposure, etc.]. COPHI case investigations shall be completed within 3 months of the Contractor receiving notification of the case from OA.
- 10) Grantee shall submit an export of lab data from LDET to OA at least twice per month.
- 11) Grantee shall proactively identify technical assistance and training needs regarding HIV surveillance and inform the OA of those needs. Grantee shall collaborate with OA to receive technical assistance and training as determined by OA.

### **C. Maintain Data Security and Confidentiality**

The goal under this agreement regarding data security and confidentiality is to protect patient privacy and confidentiality by ensuring that protected health information is stored and disclosed only in a manner consistent with California and federal laws and regulations, and OA policies and procedures.

- 1) Grantee shall maintain a secure HIV surveillance work area where all electronic and paper HIV surveillance data are stored. Access to the work area shall be restricted to local health department staff that (a) are authorized by the Local HIV Surveillance Coordinator to access HIV-related data, (b) have completed annual HIV surveillance data security and confidentiality training, and (c) annually signed the "[HIV/AIDS Confidentiality Agreement](#)."
- 2) Grantee shall provide a copy of all signed agreement forms to OA at the time of hire and annually by April 30<sup>th</sup> of each year.
- 3) Grantee shall maintain an updated list of all persons with access to the HIV surveillance work area. The list shall include the most recent date the annual training was completed and the date the most recent CDPH 8689 form was signed. The list shall be made available to OA on request.
- 4) Grantee shall facilitate local health department disease investigation and HIV/STD prevention and care staff access to HIV surveillance data by proactively identifying which staff should complete the required training and sign the confidentiality agreement. These individuals shall be included on the list specified in section C.3.

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- 5) Grantee shall maintain information technology (IT) security for IT systems containing HIV surveillance data in a manner consistent with the Guide to HIV Surveillance in California.
- 6) Grantee shall annually complete, by April 30<sup>th</sup> of each year, the Periodic Checklist for HIV Data Security and Confidentiality.
- 7) Grantee shall submit a report on any deficiencies identified on the Periodic Checklist within 30 days of receiving notice from OA of the deficiency. The report shall contain items out of compliance, describe the action steps for remediating the deficiency, and a timeline for those action steps to be completed. Grantee shall consult with OA to identify and implement action steps.
- 8) Grantee shall insure all local HIV surveillance staff adhere to all components of the data security and confidentiality guidance in the Guide to HIV Surveillance in California and trainings. This includes, but is not limited to, locking up all paper or electronic materials when not in use, shredding documents for disposal using an approved cross-cut shredder, adhering to the locally-approved document retention schedule, submitting paper and electronic records to OA in an approved and secure manner, and verifying the identity and authority of a caller to receive information that is being shared over the phone.
- 9) Grantee shall not release HIV surveillance data to unauthorized persons that could lead to the identification of an individual diagnosed with HIV. This includes using appropriate methods for suppressing small cell sizes in published reports and tables; for an example, see the CDPH/OA Internal Guidelines for Working with Small Cell Sizes, [Data De-identification Guidelines \(DDG\) California Department of Health Care Services](#).
- 10) Grantee shall not release HIV surveillance data of any type directly to the CDC, unless specifically directed to do so by OA.

### **D. Program Management and Coordination**

The goal under this agreement regarding program management and coordination is to conduct HIV surveillance activities in a manner consistent with administrative, fiscal, budgetary, and program guidance from CDPH, OA, and CDC.

- 1) Grantee shall designate a Local HIV Surveillance Coordinator for the jurisdiction that is responsible for: 1) overseeing and implementing this grant and meeting the objectives in this SOW; 2) receiving and responding to communications with OA; 3) informing other local HIV surveillance staff and local health department leadership of program changes and communications from OA; 4) ensuring that grant monitoring and invoice submission occurs; 5) completing and submitting required reports; 6) attending OA-required conferences and trainings, including monthly support calls; and 7) maintaining local data security and confidentiality.
- 2) Grantee shall communicate the name and contact information of the Local HIV Surveillance Coordinator to OA on an annual basis at the start of the contract year and within 10 business days of any change in the name or contact information for the Local HIV Surveillance Coordinator.

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- 3) Grantee shall submit invoices related to HIV surveillance activities outlined in Exhibit B of this grant agreement to OA on a quarterly basis.
- 4) The Local HIV Surveillance Coordinator, or their designee, will participate in all OA-convened HIV surveillance meetings and conference calls, including, but not limited to, monthly support calls and OA-led training sessions.

### **E. Collaborate With Partners to Respond to the HIV Epidemic**

The goal of this agreement regarding collaborating with partners is to facilitate sharing data and resources to support progress towards meeting California's Integrated Plan goals and objectives.

- 1) Grantee shall provide local health department HIV prevention and disease investigation staff with all available information, including but not limited to patient name, contact information, diagnosing provider, regarding persons newly diagnosed with HIV within 5 business days of the Grantee receiving notification of the case in order to facilitate linkage to care and partner services for persons newly diagnosed with HIV. Grantee shall provide additional necessary information to local health department HIV prevention and care programs as it becomes available.
- 2) Grantee shall provide local health department HIV prevention and disease investigation staff with all available information including but not limited to patient name, contact information, diagnosing provider, regarding cases of acute HIV infection within 1 business day of the Grantee receiving notification of the case. Grantee shall provide additional necessary information to local health department HIV prevention and care programs as it becomes available.
- 3) Grantee shall share locally generated, or OA generated lists of HIV cases that are out of care with local health department HIV prevention and care programs on a monthly basis at a minimum to insure that local health department HIV prevention and care staff are able to follow-up on these cases and reconnect patients to care.
- 4) Grantee(s) shall obtain updated case contact, risk behavior, provider, or clinical information from local health department HIV prevention and care program investigations of persons who are out of care and update HIV surveillance data with this information using the method specified by OA in the Guide to HIV Surveillance in California.
- 5) Grantee(s) are encouraged to analyze HIV surveillance data, including data shared under Data Use Agreements, to support local program planning, implementation, and monitoring.
- 6) Grantee(s) shall share local surveillance data to support all OA projects and activities that require local surveillance data (e.g. the California Medical Monitoring Project (MMP), local medical providers and correctional facilities.)

### **F. Optional Activity: Receive HIV Surveillance Data from the OA**

The goal of this optional activity is to permit OA to provide detailed data files containing identifiable information on people living with HIV (PLWH) in the Grantee's jurisdiction generated from the statewide HIV surveillance system.

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- 1) Because these data files are provided by OA, and can include data collected by other local health jurisdictions, Grantee(s) electing to receive these data files shall commit to meeting the requirements in the [“California Enhanced HIV/AIDS Case Reporting System Data Use and Disclosure Agreement.”](#)
- 2) Grantee(s) who to sign and submit the Agreement shall receive data files in a secure method specified by the Guide to HIV Surveillance in California.