



TEXAS
Health and Human
Services

Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

The Honorable B. Glen Whitley, County Judge
Tarrant County
2300 Circle Drive, Suite 2306
Ft. Worth, Texas 76119-8138

Subject: HIV/Housing Opportunities for Persons with AIDS (HOPWA)
Contract Number: 537-16-0511-00001, Amendment No. 8
Contract Amount: \$1,290,472.00
Contract Term: February 1, 2017 through August 31, 2022

Dear Judge Whitley:

Enclosed is Amendment No. 8 to the above-referenced HIV/HOPWA Contract between the Department of State Health Services and Tarrant County.

The purpose of the contract is to meet the housing needs of low-income persons living with HIV (PLWH) and their households within the State of Texas and provide stable, accessible housing that will help facilitate clients' entry into, or continuation of, primary medical care and other support services.

This amendment increases the contract by \$294,956.00 for FY 2022 and extends the end of the contract term to August 31, 2022.

Please let me know if you have any questions or need additional information.

Sincerely,

Jen Stanley, CTCD, CTCM
Contract Manager
(512) 776-2103
Jennifer.Stanley@dshs.texas.gov

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. 537-16-0511-00001
AMENDMENT No. 8**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“System Agency” or “DSHS”) and **TARRANT COUNTY** (“Grantee”), each a “Party” and collectively the “Parties” to that certain HIV/HOPWA contract effective February 1, 2017, and denominated DSHS Contract No. 537-16-0511-00001 (“Contract”), as amended, now desire to further amend the Contract.

WHEREAS, the Parties wish to extend the term of the Contract to allow for successful completion of the project;

WHEREAS, the Parties wish to modify the Statement of Work; and

WHEREAS, the Parties desire to add funds to the Contract for the period from September 1, 2021, to August 31, 2022 (“FY2022”).

NOW, THEREFORE, the Parties hereby amend and modify the Contract as follows:

1. **SECTION III** of the Contract, **DURATION**, is hereby amended to reflect a revised termination date of August 31, 2022.
2. **SECTION IV** of the Contract, **BUDGET**, is hereby amended to add **\$294,956.00** to the Contract for FY2022, for a revised total not-to-exceed amount of **\$1,290,472.00**. All payments to Grantee for FY2022 shall be made in accordance with **ATTACHMENT B-8**.
3. **ATTACHMENT A-3, REVISED STATEMENT OF WORK**, is hereby amended and restated as **ATTACHMENT A-4, FY2022 STATEMENT OF WORK**.
4. **ATTACHMENT B-8, FY2022 BUDGET**, is hereby added to the Contract and fully incorporated into the Contract.
5. This Amendment No. 8 shall be effective September 1, 2021.
6. Except as amended and modified by this Amendment No. 8, all terms and conditions of the Contract shall remain in full force and effect.
7. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 8
DSHS CONTRACT NO. 537-16-0511-00001**

SYSTEM AGENCY

GRANTEE

BY: _____

By: _____

Date of Execution: _____

Date of Execution: _____

**THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. 537-16-0511-00001 ARE
HEREBY INCORPORATED BY REFERENCE:**

**ATTACHMENT A-4 FY2022 STATEMENT OF WORK
ATTACHMENT B-8 FY2022 BUDGET
ATTACHMENT C FFATA**

**ATTACHMENT A-4
FY2022 STATEMENT OF WORK**

I. GRANTEE RESPONSIBILITIES

Grantee will:

- A.** Administer the Housing Opportunities for Persons with AIDS (HOPWA) program to meet the housing needs of low-income persons living with HIV (PLWH) and their households within the State of Texas.
- B.** Provide stable, accessible housing that will help facilitate clients' entry into, or continuation of, primary medical care and other support services.
- C.** Enter into binding, enforceable agreements with project sponsors to offer and be reimbursed for the following activities, as defined under 24 CFR Part 574, Subpart D – Uses of Grant Funds and the DSHS HOPWA Program Manual:
 - 1. Tenant-Based Rental Assistance (TBRA);
 - 2. Short-Term Rent, Mortgage, and Utility (STRMU);
 - 3. Facility-Based Housing Assistance (FBHA); limited to
 - a. Short-Term Supportive Housing (STSH); and
 - b. Transitional Supportive Housing (TSH);
 - 4. Permanent Housing Placement (PHP);
 - 5. Housing Case Management;
 - 6. Housing Information Services;
 - 7. Resource Identification; and
 - 8. Project Sponsor Administration.
- D.** Comply with applicable state and federal policies, DSHS program manuals, DSHS policy manuals, standards, and guidelines, including, but not limited to (as revised):
 - 1. DSHS Standards for Public Health Clinic Services, located at <https://www.dshs.texas.gov/qmb/dshsstndrds4clemicservs.pdf>;
 - 2. DSHS HIV Grantee Assurances, located at <https://www.dshs.texas.gov/WorkArea/linkit.aspx?LinkIdentifier=id&ItemID=21865>; and
 - 3. DSHS HOPWA Program Manual, DSHS HOPWA Determining Household Annual Gross Income Guide, and DSHS HOPWA Determining Household Annual Adjusted Income Guide, located at <https://www.dshs.texas.gov/hivstd/hopwa/>.

All of the above-named documents are incorporated herein by reference and made a part of this Contract.
- E.** Ensure that at least one staff member has obtained a certificate of completion for the following HOPWA trainings:

1. Community Planning and Development Financial Management Curriculum, located at <https://www.hudexchange.info/trainings/financial-management-curriculum/>;
2. HOPWA Oversight Training Curriculum, located at <https://www.hudexchange.info/training-events/hopwa-oversight-training>;
3. HOPWA Getting to Work Training Curriculum, located at <https://www.hudexchange.info/training-events/dol-hud-getting-to-work-curriculum-for-hiv-aids-providers/>; and
4. HUD Lead-Based Paint Visual Assessment Training Course, located at <http://www.hud.gov/offices/lead/training/visualassessment/h00101.htm>.

F. Designate and identify a HIPAA Privacy Officer, who is authorized to act on behalf of the Grantee. The HIPAA Privacy Officer is responsible for the development and implementation of the privacy and security requirements of federal and state privacy laws.

G. Designate a Local Responsible Party (LRP) from its staff who has the overall responsibility for ensuring the security of the TB/HIV/STD confidential information maintained by the Grantee as part of the activities under this Contract. The LRP will:

1. Ensure appropriate policies/procedures are in place for handling confidential information, releasing of confidential TB/HIV/STD data, and the rapid response to suspected breaches of protocol and/or confidentiality. These policies and procedures must comply with DSHS policies and procedures. The Grantee may choose to adopt DSHS policies and procedures as its own.
2. Ensure security policies are reviewed periodically for efficacy, and that the Grantee 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 ongoing basis to ensure that the program's data remain as secure as possible.
3. Approve any Grantee staff requiring access to TB/HIV/STD confidential information. The LRP will grant authorization to Grantee staff who have a work-related need (i.e., work under this Contract) to view TB/HIV/STD confidential information.
4. Maintain a list of authorized Grantee staff persons who have been granted permission to view and work with TB/HIV/STD confidential information. The LRP will review the authorized user list ten (10) days from the effective date of this Contract to ensure it is current. All Grantee staff with access to confidential information will have a signed confidentiality agreement on file and it shall be updated once during the term of this Contract.
5. Ensure all Grantee staff with access to confidential information are trained on TB/HIV/STD security policies and procedures before access to confidential information is granted. This training will be renewed once during the term of this Contract.
6. Ensure all Grantee staff with access to confidential information are trained on federal and state privacy laws and policies before access to confidential information is granted. This training will be renewed once during the term of this Contract.
7. Thoroughly and quickly investigate all suspected breaches of confidentiality in

consultation with the DSHS LRP to remain in compliance with the DSHS TB/HIV/STD and Viral Hepatitis Breach of Confidentiality Response Policy located at <http://www.dshs.texas.gov/hivstd/policy/security.shtm>.

8. Ensure all required quarterly reports are submitted on time.

H. Include the following in their security procedures:

1. Computers and networks will meet DSHS security standards as certified by DSHS IT staff.
2. Provide DSHS a list of personnel that have received security training and have access to secured areas.
3. Provide DSHS a list of personnel that have received security training and have access to network drives where confidential information is stored.
4. Requests for TB/HIV/STD systems user account terminations are sent to DSHS within 1 business day of the notification of account termination.
5. Secure data will be transferred electronically using the Public Health Information Network.
6. Maintain a visitors' log for individuals entering the secured areas and ensure that it is reviewed quarterly by the LRP.
7. TB/HIV/STD system user password changes will be verified by the LRP at least every ninety (90) days.
8. Portable devices that are used to store confidential data are approved by the LRP and will be encrypted.
9. Confidential data is:
 - a. Maintained in a secure area;
 - b. Locked when not in use;
 - c. Not left in plain sight; and
 - d. Shredded before disposal.

I. Submit a progress report, due March 31, 2022, and a cumulative year-end report due October 15, 2022, utilizing a standard program reporting format, as provided by DSHS. Grantee accepts responsibility and accountability for compliance and timely submission of documentation required in the semiannual program report. Failure to submit a required report and/or additional information as requested by DSHS by the due date specified in the Contract will constitute a breach of contract. The program reporting format may be accessed at <http://www.dshs.texas.gov/hivstd/hopwa/default.shtm>.

J. Track the number of clients served and the number of units of service provided by completing all applicable HOPWA-related fields in the AIDS Regional Information and Evaluation System (ARIES). Grantee will enter HOPWA data into ARIES on a scheduled basis that corresponds to the program reporting periods specified in this Contract. Client and service information entered by Grantee into ARIES must be consistent with the information submitted by Grantee in programmatic reports and other submissions to DSHS.

- K.** Perform Contract activities in the following service area: Erath County, Hood County, Johnson County, Palo Pinto County, Parker County, Somervell County, Tarrant County, and Wise County.

II. PERFORMANCE MEASURES

The System Agency will monitor the Grantee's performance of the requirements in Attachment A-4 and compliance with the Contract's terms and conditions.

III. INVOICE AND PAYMENT

- A. Grantee will request monthly payments using the State of Texas Purchase Voucher (Form B-13), located at <http://www.dshs.texas.gov/grants/forms.shtm>. Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below.

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 776-7442
EMAIL: invoices@dshs.texas.gov and cmsinvoices@dshs.texas.gov

- B. Grantee will be paid on a cost reimbursement basis and in accordance with the Budget in Attachment B-8, FY2022 Budget, of this Contract.

**ATTACHMENT B-8
FY2022 BUDGET
CONTRACT NO. 537-16-0511-00001**

BUDGET CATEGORIES	FY 2022 (9/1/2021 – 8/31/2022)
PERSONNEL	\$0.00
FRINGE BENEFITS	\$0.00
TRAVEL	\$0.00
EQUIPMENT	\$0.00
SUPPLIES	\$0.00
CONTRACTUAL	\$294,956.00
OTHER	\$0.00
TOTAL DIRECT CHARGES	\$294,956.00
INDIRECT CHARGES	\$0.00
TOTAL	\$294,956.00

**Fiscal Federal Funding Accountability and Transparency Act
(FFATA) CERTIFICATION**

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? Yes No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.
If your answer is "No", answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? Yes No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? Yes No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

Provide compensation information here:

Certificate Of Completion

Envelope Id: 1F0D59ED7626413884B71A2A0E79E1C0	Status: Sent
Subject: Amending 1,290,472.00; 537-16-0511-00001; Tarrant County A-2; DSHS/CMS/HIV HOPWA	
Source Envelope:	
Document Pages: 17	Signatures: 0
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Texas Health and Human Services Commission
Time Zone: (UTC-06:00) Central Time (US & Canada)	1100 W. 49th St.
	Austin, TX 78756
	PCS_DocuSign@hhsc.state.tx.us
	IP Address: 167.137.1.11

Record Tracking

Status: Original	Holder: Texas Health and Human Services	Location: DocuSign
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Signer Events

Signer Events	Signature	Timestamp
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Andy Marker Edward.Marker@hhsc.state.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Karen Ray karen.ray@hhs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jennifer Sims jennifer.sims@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
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<p>Jennifer Stanley jennifer.stanley@dshs.texas.gov Contract Manager Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 4/19/2021 11:39:16 PM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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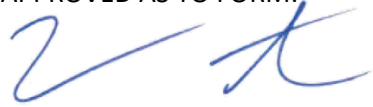
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SIGNED AND EXECUTED this _____ day of _____, 2021.

COUNTY OF TARRANT
STATE OF TEXAS

B. Glen Whitley
County Judge

APPROVED AS TO FORM:



Criminal District Attorney's Office*

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.