

The State of Texas §
 County of Tarrant §

COMMUNITY SUBRECIPIENT CONTRACT

1. BACKGROUND

Tarrant County, Texas ("County") has received a grant (the "Grant") from the Texas Department of State Health Services ("DSHS"), to fund HIV-related care and support services; and

The County Judge designated the HIV Administrative Agency in charge of distribution of Grant proceeds; and

The Salvation Army – Mabee Social Services Center ("Subrecipient"/"Project Sponsor", also known as "Contractor" in the Texas Health and Human Services Commission HHSC Uniform Terms and Conditions, which are attached hereto and incorporated herein) is an organization in Tarrant County, Texas, that provides HIV/AIDS community services and has requested an award of Grant proceeds from County to support it in providing these services; and

County, acting by the Commissioners Court of Tarrant County, agrees to provide Subrecipient funds from the Grant, to the extent available, in an amount not to exceed **\$147,478.00** in exchange for Subrecipient's agreement to provide HIV/AIDS community services based upon certain terms and conditions.

Therefore, County and Subrecipient enter into the following Community Subrecipient Contract (the "Contract") based upon the following terms and conditions.

2. SCOPE OF WORK

Subrecipient will perform the Scope of Work described in **Attachment 1, A1-2021023**. On receipt of this Contract, Subrecipient will begin and complete the work within the Contract term. Subrecipient must also provide services in accordance with DSHS Housing Opportunities for Persons with AIDS ("HOPWA") Program Manual attached as **Attachment 2**.

3. TERM

The term of this Contract is from **September 1, 2021 to August 31, 2022**.

4. AMENDMENTS

This Contract may not be amended without written agreement. However, Subrecipient may move up to 10% of allocated funds within any budget category without written approval of County, except for Equipment or Indirect Cost budget line items, if the movement is consistent with the budget in **Attachment 1**. In order to move any amount over and above a cumulative total of 10% of allocated funds within any budget category, Subrecipient will request the reallocation in writing to County.

The Subrecipient will submit a revised budget narrative to the Administrative Agency prior to the submission of the Subrecipient's first monthly billing to the County following the movement of funds between budget line items.

If the Subrecipient fails to achieve contracted outcome objectives and expenditures (see Policy PM.001.002, bill Monitoring, Units and Clients), the County may require the return of funds with reallocation or redistribution to other entities.

Subrecipient shall be subject to decrease of funds if funding is not utilized at the anticipated rate of expenditures. The anticipated rate of expenditures is one-twelfth of the contract amount by service category per month. The formula for reduction of funds shall be as follows:

- At one quarter of the contract period the Subrecipient shall have expended at a minimum twenty percent (20%) of allocated funds for each service category. If the minimum has not been expended, ten percent (10%) of the unspent funds allocated for that contract period can be swept through a budget reduction at the discretion of the TC AA.
- At one half of the contract period the Subrecipient shall have expended at a minimum forty percent (40%) of allocated funds for each service category. If the minimum has not been expended, fifty percent (50%) of the unspent funds allocated for that contract period can be swept through a budget reduction at the discretion of the TC AA.
- At three quarters of the contract period the Subrecipient shall have expended at a minimum seventy five percent (75%) of allocated funds for each service category. If the minimum has not been expended, one hundred percent (100%) of the unspent funds allocated for that contract period can be swept through a budget reduction at the discretion of the TC AA.

Subrecipient may become eligible for an increase in funding if it has spent funding at the anticipated rate and can present a proposal for the utilization of additional funds by serving an increase in unduplicated clients and units of service.

5. SEVERABILITY

If a court construes a provision of this Contract illegal or invalid, that construction will not affect the balance of the Contract, and the court will delete the illegal or invalid provision, with all other provisions of the Contract to remain in force and effect.

6. ASSURANCES, REPRESENTATIONS, AND COMPLIANCE

a. Subrecipient ensures that personnel paid from these funds are duly licensed, certified, registered, permitted, approved, and qualified to perform contracted services. Subrecipient represents that all necessary program or facility licenses are current. Subrecipient will notify County immediately if such licenses become invalid during the term of this Contract. The Subrecipient must document these assurances in the year-end program report.

b. Subrecipient assures that it will adhere to confidentiality requirements, including policies regarding the confidentiality and security of Protected Health Information, the AIDS Workplace Guidelines, the HIV Services Grant Program Rules, and Requirements for Contents of AIDS-related Written Materials. Subrecipient will not engage in activities that advocate or promote the violation of state or federal laws.

c. Subrecipient assures that it will comply with the DSHS HOPWA Program Manual attached as **Attachment 2**. Subrecipient assures that it will comply with the National, State, and local requirements.

d. Subrecipient assures that it will not transfer a client or patient record through any means, including electronically, to another entity, person, or other Subrecipient without a written consent from the client or patient, or someone authorized to act on his or her behalf; however, the County or DSHS, may require Subrecipient, or any subcontractor, to timely

transfer a client or patient record to the County or DSHS if the transfer is necessary to protect either the confidentiality of the records or the health and welfare of the client or patient.

e. Subrecipient assures that it will not expend funds from this Grant to lobby Congress, the legislature, or any agency in connection with a particular Contract. Subrecipient assures that it will not discriminate against any person on the grounds of race, creed, color, handicap, national origin, gender, sexual orientation, political affiliation, or beliefs.

f. Subrecipient assures that HIV health care and support services provided with assistance made available under this Contract will be provided without regard to the ability of the individual to pay for such services.

g. Subrecipient assures that it will comply with all requirements and guidelines outlined by the US Department of Housing and Urban Development ("HUD"), DSHS, and County program policies and operating procedures including the Texas Health and Human Services Commission (HHSC) Uniform Terms and Conditions, **Attachment 3**.

h. Subrecipient assures that this Contract will not be transferred, or otherwise assigned, or any interest in or any right, duty, or obligation under, or any claim arising under, without first obtaining the prior written approval from the HIV Administrative Agency located at 2300 Circle Drive, Suite 2306; Fort Worth, Texas 76119. Any attempt to transfer, or otherwise assign, will be void and will confer no rights upon any third person or entity.

i. Subrecipient assures and represents that its receipt of funding under this Contract will not be used to supplant private, state, local, or other federal funds received by the Subrecipient.

j. Subrecipient assures that case records of patients/clients who are receiving HOPWA services will contain the documentation and record evidence required by the Standards of Care.

k. Provide Enterprise is the designated client management information system which may be utilized to document and enter all services and required data elements for HOPWA. Subrecipients may be required to cost-share in Provide Enterprise licensure fees of \$1,200.00 for new users and annual maintenance fees of \$730.00 per licensee. Subrecipients may utilize program income, grant funds, or other funding sources to cost-share licensure related fees.

l. Subrecipient assures and represents that the person signing this Contract on behalf of Subrecipient is authorized to execute this Contract on Subrecipient's behalf and to legally bind Subrecipient to all Contract terms.

m. Subrecipient will complete and sign **Attachment 4** in compliance with the Federal Executive Order 12549 "Debarment and Suspension."

n. Subrecipients may not subcontract (also known as sub of subcontracting) with another provider for services that they are contracted to deliver under the Tarrant County Administrative Agency's contract. If extenuating circumstances exist, the Subrecipient may request an annual waiver so that a subrecipient may subcontract for limited services with another provider. Pharmacy and laboratory services are exempt from this subcontracting requirement.

FAILURE TO COMPLY WITH ANY OF THE ASSURANCES AND REPRESENTATIONS CONTAINED IN THIS SECTION 6 HEREIN AS WELL AS ANY OTHER TERM AND CONDITION OF THIS CONTRACT MAY BE GROUNDS FOR TERMINATION OF THIS CONTRACT AND MAY RESULT IN THE WITHHOLDING OF FUTURE AWARDS. SUBRECIPIENT UNDERSTANDS THAT BY ENTERING INTO THIS CONTRACT COUNTY WILL AUDIT SUBRECIPIENT'S PERFORMANCE OF THIS CONTRACT, INCLUDING SUBRECIPIENT'S COMPLIANCE WITH THE ASSURANCES AND REPRESENTATIONS CONTAINED IN THIS SECTION 6 OF THIS CONTRACT.

7. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

This Contract is subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Privacy Regulations, 45 C.F.R. Parts 160 and 164 issued under said Act. The applicable parties, as defined by HIPAA, will comply with HIPAA and the regulation issued under the HIPAA. By signing this Contract Subrecipient must comply with **Attachment 5, Business Associate Agreement**, as if fully executed by the parties. Failure to comply with HIPAA and its applicable regulations or failure to execute any documents concerning compliance when requested by County will be a material breach of this Contract and render this Contract null and void. County will make the decision whether or not documents will be required and the decision of County will be final.

8. STANDARDS FOR FINANCIAL MANAGEMENT

a. In accordance with 45 CFR 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, Subrecipient will develop, implement and maintain financial management and control systems, which include at a minimum accurate payroll, accounting and financial reporting records, cost source documentation, effective internal and budgetary controls, and determination of reasonableness, allowability and allocability of costs, and timely and appropriate audits and resolution findings.

b. A separate cost center must be maintained within the general ledger for each Contract. Multiple cost centers may be used, provided the total cost in each of the cost centers equals and supports the reimbursement amount and the total cost reported to Tarrant County. A cost center is defined as a unique series of general ledger accounts established for the purpose of accumulating and categorizing expenses related to a specific cost objective. Each cost center must have a unique revenue account(s) that captures all income generated from these activities performed under a specific cost center. The balances reflected in these accounts will be the basis for monthly reimbursement requests.

c. Subrecipient must maintain an effective accounting system, which will:

- (i) Identify and record valid transactions
- (ii) Record transactions to the proper accounting period in which transactions occurred
- (iii) Describe transactions in sufficient detail to permit proper classification
- (iv) Maintain records that permit the tracing of funds to a level of detail that establishes that the funds have been used in compliance with Contract requirements
- (v) Adequately identify the source and application of funds of each Grant Contract
- (vi) Generate current and accurate financial reports in accordance with Contract requirements

d. Subrecipient will provide agency cost allocation plan to the Administrative Agency no later than sixty (60) days from Contract execution.

9. PAYER OF LAST RESORT

Ryan White HIV/AIDS Program ("RWHAP") funds may not be used for any item or service to the extent that payment has been made or can reasonably be expected to be made by another payment source, per DSHS Policy 590.001 Payer of Last Resort and the Tarrant County HIV Administrative Agency Policy AA001021.

Subrecipients are expected to vigorously pursue enrollment into health care coverage for which their clients may be eligible (e.g., Medicaid, CHIP, Medicare, state-funded HIV/AIDS programs, employer sponsored health insurance coverage, and/or other private health insurance) to extend finite RWHAP grant resources to new clients and/or needed services.

Prior to billing the County, Subrecipient will have a 3rd party verification system to verify clients' eligibility for payment by Medicaid/Medicare or private insurance. The County will have the right to withhold all or part of any payments otherwise due in order to reconcile third party, Medicaid/Medicare or insurance reimbursable expenses inappropriately billed to the County.

10. ALLOWABLE COST

Tarrant County will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Subrecipient must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. Tarrant County will determine whether costs submitted by Subrecipient are allowable and eligible for reimbursement. If Tarrant County has paid funds to Subrecipient for unallowable or ineligible costs, Tarrant County will notify Subrecipient in writing, and Subrecipient shall return the funds to Tarrant County within thirty (30) calendar days of the date of this written notice. Tarrant County may withhold all or part of any payments to Subrecipient to offset reimbursement for any unallowable or ineligible expenditure that Subrecipient has not refunded to Tarrant County, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). Tarrant County may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Subrecipient's repayment obligations.

The Consolidated Appropriations Act, 2021 (Public Law 116-260), signed into law on December 27, 2020, restricts the amount of direct salary that may be paid to an individual under a Department of Health and Human Services (HHS) grant, cooperative agreement, or applicable contract to a rate no greater than Executive Level II of the Federal Executive Pay Scale. Effective January 2021, the Executive Level II salary level is \$199,300.

According to P.L. 116-260, Sec. 202: "None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II."

11. OVERTIME COMPENSATION

Subrecipient may not use Grant funds provided under this Contract for payment of overtime. Subrecipient will be responsible for any overtime pay not authorized by amendment.

12. MEETING ATTENDANCE

Subrecipient will attend all required meetings, as specified by the Administrative Agency, including but not limited to: Monthly Monitoring Calls, Quality Management, Technical Assistance, Trainings, and Care Coordination Trainings during the Contract term.

13. **REPORTS, INSPECTIONS, AND QM REVIEWS**

a. Subrecipient will submit fiscal, progress, programmatic, and other reports as requested by County in the approved format. Monthly reimbursement requests are due no later than the 22nd day of the following calendar month. If the reporting due date falls on a weekend or holiday, the deadline is extended to no later than 5:00 pm Central Time the first weekday immediately following the weekend or holiday.

b. As required by DSHS, and County, the Subrecipient will collect, update, maintain and report client level data in a manner consistent with the Uniform Reporting System ("URS") based on reporting standards established by HRSA. Subrecipient will collect, update, maintain and report all data consistent for reporting in the annual Ryan White Services Report ("RSR"), as well as other demographic, medical, service, and other required data elements throughout the Contract period. Subrecipient will also enter all Ryan White eligible services in the designated client management information system for the Ryan White, HOPWA and HIV Health and Social Services programs, not just funded services. Subrecipient will participate in all periodic and ongoing Data Improvement activities required by DSHS and County.

c. In order to protect and retain Client data, Subrecipient will incorporate appropriate procedures, including the systematic creation and maintenance of end-user passwords and other security measures outlined in County policies.

d. Penalties for delinquent reporting may include withholding of payments until such time all reports are received, cancellation of the Contract with no obligation to pay for undocumented services, or both.

e. When state or federal funds are involved, any authorized representatives of the local, state or federal government have the right, at all reasonable times, to inspect or otherwise evaluate the work performed or being performed and the premises in which it is being performed. Subrecipient will participate in and provide reasonable access to facilities for assisting said representatives. All inspections and evaluations will be performed in such a manner as will not unduly delay the work.

f. County payment to Subrecipient does not stop County from determining that certain costs were ineligible for reimbursement or that Program Income was not spent in accordance with this Contract. If County determines that a cost County has paid for is ineligible for reimbursement, the Subrecipient must refund the ineligible amount to County. Additionally, County may withhold payment to the Subrecipient in order to:

1. Recoup reimbursement for ineligible expenditures;
2. Recoup ineligible use of Program Income; and
3. Assure Subrecipient compliance with County's reporting requirements, program objectives, or other requirements relating to the Subrecipient's performance under this Contract.

The County reserves the right to redistribute and reallocate funds when necessary.

g. An audit must be completed if required by 2 CFR Part 200.500-520 and or 45 CFR Part 75.501-520. If the guidance does not require a single audit, the Subrecipient must notify County in writing.

h. The subrecipient must submit a Final FY 2021-2022 DSHS HOPWA Annual Progress Report no later than 30 days following the end of grant period.

14. **PARTICIPANT RECORDS**

a. Subrecipient Grants County, the Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives, the right of timely and unrestricted access to any books, documents, papers, or other records of Subrecipient pertinent to the Contract, in order to make audit, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access by County fiscal and program personnel for the purpose of reviewing, interviewing, evaluating, and monitoring related to such documents. This right includes access to records of for-profit enterprises owned by the Subrecipient and collocated with the non-profit in the same building.

b. County retains the right of access to Subrecipient's records or the right to obtain copies of said records for audit, litigation, or other circumstances that may arise. If this Contract is terminated during the Contract term, County may provide written notice to the Subrecipient requesting that the clients receiving services under this Contract have their cases and copies of their records transferred to another Subrecipient. Upon receiving such notice from County, the Subrecipient will take all necessary and reasonable steps to obtain the written consent of the clients for transfer of their cases. The client's case and records will be transferred to another Subrecipient only with client's written consent. Any disclosure or transfer of records will conform to the confidentiality provisions of this Contract.

c. Subrecipient must have written policies and procedures that address the organization, content, compilation, storage, dissemination, transport, and accessibility of client records.

d. These documents will be maintained and retained by the Subrecipient in accordance with state and federal retention schedules. If any litigation, claim, or audit involving these records begins before the retention period expires, the Subrecipient must retain the records and documents in accordance with state and federal retention schedule or until litigation, claims, or audit findings are resolved, whichever is later.

15. **EQUIPMENT AND SUPPLIES**

a. Subrecipient will purchase and maintain any equipment and supplies procured under this Contract in conformity with applicable federal and state laws, regulations, and rules affecting the purchase of these items with Grant funds. All equipment shall be acquired and paid for within the first ninety (90) days of the Grant start date. Failure to purchase equipment will result in loss of availability of funds for the purchase of equipment.

b. "Equipment" means controlled assets or an article of nonexpendable, tangible personal property having a useful lifetime of more than one year with an acquisition cost of \$5,000.00 or more. "Controlled assets" regardless of the acquisition cost, are defined as desktop and laptop computers, non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. If Subrecipient uses a cost reimbursement payment method for purchase of equipment, then it shall inventory all equipment. Subrecipient shall initiate in the first quarter of the Contract the purchase of all equipment approved in writing. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter of the

Contract will be submitted to the Grants Manager. If seeking reimbursement for equipment purchases, Subrecipient must receive prior approval for equipment purchases.

c. The Subrecipient will maintain, repair, and protect equipment in order to assure its full availability and usefulness. Subrecipient will insure all equipment at its replacement value against any loss, destruction, or damage. In the event the Subrecipient is indemnified, insured, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment provided under this Contract, it will use the proceeds solely for the repair or replacement of this equipment.

d. Subrecipient will attach a detailed, cumulative listing of equipment inventory to Subrecipient's final request for Grant payment. If there have never been any equipment purchases paid for by funds from the County, Subrecipient will attach a statement to that effect. Subrecipient's final billing for each Grant will not be accepted if this inventory or statement is not attached. Additionally, failure to include the inventory listing or statement may result in an audit finding on Subrecipient's monitoring review and/or delay of reimbursement. Audit findings may cause termination of Contract for cause or suspension of payment of funds.

e. The Subrecipient will execute any necessary documents to transfer title of any equipment purchased with funds from this Contract to either the County, or any other party designated by the County; provided, however, that the County may at its option and to the extent allowed by law, transfer title of such property to the Subrecipient.

f. For the purposes of the contract, Subrecipient may not use funds to make cash payments to intended recipients of service; to purchase a building or facility; or to improve a building or other facility.

16. CONFIDENTIALITY

Subrecipient will maintain a system to protect participant records and other Contract records deemed confidential by law from inappropriate disclosure. This system will encompass mechanisms for the protection and confidentiality of all paper and electronic records. Any disclosure of confidential participant information by the Subrecipient, including information required by Section 14, Participant Records, will be in accordance with applicable law. All staff must sign the required Confidentiality Agreement annually and complete the DSHS Security Training.

17. CONFLICT OF INTEREST

All employees and board members of any agency are required to complete and sign a Conflict of Interest Disclosure Form annually, which contains, at a minimum, the content in DSHS Board Member and Employee Conflict of Interest Disclosure Form.

18. ENDING THE EPIDEMIC

Subrecipient will conduct activities focused on addressing the following four (4) goals in compliance with the National Goals to End the HIV Epidemic and demonstrate measurable progress towards the goals.

- a. Reduce new HIV infections;
- b. Increase access to care and optimize health outcomes for people living with HIV (PLWH);
- c. Reduce HIV-related health disparities and health inequities; and
- d. Achieve a more coordinated national response to the HIV epidemic.

The HIV Care Continuum, at a minimum, should be used as a basis for planning and assessing outcomes.

19. TERMS AND CONDITIONS OF PAYMENT

a. Tarrant County agrees to pay Subrecipient for reimbursable costs under the Grant only to the extent that Grant funds are available. Tarrant County will pay in accordance with the approved budget for each funded category listed in **Attachment 1**.

b. Tarrant County approves and pays reimbursement requests within thirty (30) days of receipt of a complete request. Errors in the reimbursement request, including insufficient documentation, may result in payment delays. It is the responsibility of the Subrecipient to submit a complete and accurate reimbursement request. Payment is considered made on the date postmarked.

c. Subrecipient will submit complete monthly reimbursement requests through Provide Enterprise within 22 days following the end of each month. If the 22nd falls on a weekend or holiday, the deadline for the reimbursement request is extended to no later than 5:00 pm Central Time the first weekday immediately following the weekend or holiday. A final close-out bill may be submitted no later than thirty (30) days following the end of the contract term. Reimbursement requests should be submitted in Provide, and signature pages submitted to the Administrative Agency. To be considered a complete request, the following must be included:

- Cover page signed by the Subrecipient's authorized signatory
- Provide Enterprise reimbursement requests
- Provide Enterprise activity report with monthly service utilization data

The reimbursement request must contain supporting documentation including service utilization reports. The following may be requested to substantiate a reimbursement request:

- General Ledger (monthly, generated from Subrecipient's accounting system); or other supporting documentation acceptable to the Subrecipient
- Timesheets or Payroll Report (monthly, generated from Subrecipient's payroll system)
- Cost-Based Reimbursement Monthly Expense Report
- Activity Reports

Reimbursement requests will be reviewed to assure compliance with approved budget, federal cost principles, and contract goals.

d. Subrecipient agrees that vacant positions existing after ninety (90) days may result in a decrease in funds.

e. Subrecipient agrees that administrative costs will not exceed the amount listed on the Scope of Work, described in **Attachment 1**.

f. Subrecipient understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of any county, state, or federal entity providing the funds to conduct an audit or investigation in connection with those funds. Entities with the authority to conduct an audit or investigation include, but are not limited to, the Tarrant County Auditor's Office ("TCAO"), the Texas State

Auditor's Office ("SAO"), or any successor agency to these entities. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the TCAO or SAO must provide the TCAO or SAO with access to any information the TCAO or SAO considers relevant to the investigation or audit. Subrecipient agrees to cooperate fully with the TCAO, SAO, or its successor in the conduct of the audit or investigation, including providing all records requested. Subrecipient will ensure that this clause concerning the authority to audit funds received indirectly by Subrecipient through Subrecipient and the requirement to cooperate is included in any Subcontract it awards.

g. Independent Single or Program-Specific Audit. If Subrecipient within Subrecipient's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** in federal funds awarded, Subrecipient shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Subrecipient, within Subrecipient's fiscal year, expends a total amount of at least \$750,000 in state funds awarded, Subrecipient must have a single audit or program-specific audit in accordance with Uniform Grant Management Standards ("UGMS"), State of Texas Single Audit Circular. For-profit Subrecipient whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General ("OIG") will notify Subrecipient to complete the Single Audit Status Registration Form. If Subrecipient fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Subrecipient shall be subject to Tarrant County sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Subrecipient shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS.

i. Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Subrecipient shall submit copies to the following:

- (i) Tarrant County
Auditor's Office
100 E. Weatherford – RM 506A
Fort Worth, Texas 76196-0103
- (ii) Tarrant County Administrative Agency
Grants Manager at lmuttiah@tarrantcounty.com
- (iii) Federal Audit Clearinghouse at
<https://harvester.census.gov/facweb/faqs.aspx>

If Subrecipient fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Subrecipient of an audit report, Subrecipient shall be subject to Tarrant County sanctions and remedies for non-compliance with this Contract.

20. TERMINATION

a. Unless otherwise provided for, this Contract may be terminated by either of the parties by providing written notice to the other party at least thirty (30) calendar days prior to the intended date of termination. Termination under these circumstances does not nullify a reimbursable cost incurred for performance prior to the date of termination.

b. This Contract may be terminated by the County in the event that federal or state laws or other requirements should be amended or judicially interpreted so as to render continued fulfillment of this Contract, on the part of either party, impossible. If the parties cannot amend the Contract to continue the services required by this Contract, then, upon written notification by the County to Subrecipient, the parties will be discharged from any further obligations created under the terms of this Contract, except for the equitable settlement of the accrued costs prior to the date of termination.

21. PERSONNEL

a. All personnel funded by this Contract must be employees of Subrecipient, which is solely responsible for the employees' direction and control. Subrecipient's staff must possess education, credentials and work experience specified within the job description, and must meet the minimum standards set forth by the North Central Texas HIV Planning Council. Any personnel who have direct contact with clients must undergo criminal background checks prior to such direct contact. Subrecipient shall not permit any person who engaged in or was alleged to have engaged in an activity subject to reporting under this section to perform direct client services or have direct contact with clients. Employee positions that become vacant and that remain vacant for ninety (90) days will result in a return of funds.

b. Each personnel file must contain the following:

- (i) A copy of the employee's completed criminal background check.
- (ii) A copy of the employee's driver's license or official state ID card.
- (iii) A signed copy of the employee's job description.
- (iv) Relevant signed confidentiality forms.
- (v) A copy of appropriate licensure (if applicable).
- (vi) Documentation of annual HIV training updates.
- (vii) Form I-9 Employment Eligibility Verification.

22. INDEPENDENT SUBRECIPIENT

Subrecipient is an independent Subrecipient under the terms of this Contract and is not an officer, agent, servant, or employee of the County.

23. ENFORCEMENT

It is expressly understood and agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, will be strictly reserved to the parties, and nothing contained in this Contract will give or allow any claim or right of action whatsoever by any other person not a party to this Contract. This Contract shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Contract will be the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court; or Tarrant County, Texas if the matter arises in State Court.

24. CONTRACT COMPLIANCE

County may withhold funds or terminate this Contract upon thirty (30) calendar days written notice to the Subrecipient for non-compliance with Contract terms. Non-compliance occurs when a discrepancy is found between the actual delivery of services and what the Contract actually requires, including the Contract's administrative requirements.

25. GRIEVANCE

Subrecipient agrees to maintain a client grievance procedure that delineates procedures for clients to seek redress for grievances with Subrecipient. The grievance procedure will be prominently displayed on Subrecipient's premises and will state that partial funding for the Subrecipient comes from Grants administered by Tarrant County, Texas. Subrecipient must inform clients that grievances may be presented to Tarrant County HIV Administrative Agency after all remedies with Subrecipient have been exhausted.

26. **1295 COMPLIANCE**

Subrecipient acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as **Attachment 8**, with the Texas Ethics Commission as required by law. The electronic 1295 form can be accessed at the following: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

27. **PROHIBITION ON BOYCOTT OF ISRAEL**

Subrecipient verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is as defined by Texas Government Code Section 808.001, effective September 1, 2017.

28. **BOYCOTT OF ENERGY COMPANIES PROHIBITED**

In compliance with Section 2274.002 of the Texas Government Code, Subrecipient verifies that it does not boycott energy companies and will not boycott energy companies during the term of this Contract. "Boycott energy company" is defined in Section 809.001(1) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

29. **Boycott of Firearm Entities or Firearm Trade Associations Prohibited**

In compliance with Section 2274.002 of the Texas Government Code, Subrecipient verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the Contract against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

30. MISCELLENEOUS PROVISIONS

a. Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

b. No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by County.

c. Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the County.

d. Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Subrecipient before this Contract is effective or after it ceases to be effective are performed at the sole risk of Subrecipient with respect to compensation.

31. CONTRACT ATTACHMENTS

- a. Attachment 1: **A1-2021023**
- b. Attachment 2: Texas Department of State Health Services (DSHS) Housing Opportunities for Persons with AIDS (HOPWA) Program Manual
- c. Attachment 3: HHSC Uniform Terms and Conditions
- d. Attachment 4: Debarment and Suspension Certification
- e. Attachment 5: Business Associate Agreement
- f. Attachment 6: Pilot Program for Enhancement of Employee Whistleblower Protection
- g. Attachment 7: Federal Award Identification Checklist
- h. Attachment 8: 1295 Compliance Form

32. NOTICES

All written notices required under this Contract, including proposed amendments, must be addressed and sent to:

COUNTY:

Tarrant County

ATTN: HIV Grants Manager
Address: 2300 Circle Drive, Suite 2306
Fort Worth, Texas 76119

SUBRECIPIENT:

The Salvation Army – Mabee Social Services Center
PO Box 2333
Fort Worth, Texas 76113
Attn: Deborah Bullock

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth below.

SIGNED AND EXECUTED this _____ day of _____, 2021.

The Salvation Army
1221 River Bend Drive
Dallas, Texas 75247

By: _____

Title: Texas Divisional Commander

Date: 9/8/21

COUNTY OF TARRANT

STATE OF TEXAS

B. Glen Whitley
County Judge

APPROVED AS TO FORM:


Criminal District Attorney's Office*

CERTIFICATION OF
AVAILABLE FUNDS: \$147,478.00

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.

ATTACHMENT 1, A1-2021023 Scope of Work

1. Performance Measures

Service Categories	\$ Amount	# of Households to be Served
Administrative Costs	\$ 10,323.00	0
Tenant Based Rental Assistance (TBRA)	\$ 28,057.00	5
Facility Based Housing Assistance (FBHA)/Short Term Supportive Housing (STSH)	\$ 98,098.00	20
Permanent Housing Program (PHP)	\$ 11,000.00	10

The Salvation Army – Mabee Social Services Center will provide services listed above that meet or exceed the guidelines as set forth in the Texas Department of State Health Services (“DSHS”) Housing Opportunities for Persons with AIDS (“HOPWA”) Program Manual, located at <https://www.dshs.texas.gov/hivstd/hopwa/files/HOPWAProgramManual.doc>, including the number of households to be served for each service category.

2. Special Provisions

Funding under the Contract for the following budgetary items is contingent upon County receiving the funds through the DSHS.

HOPWA FY 21-22 (09/01/21 - 08/31/22)

Budget Line Item	Original Budget
Personnel	\$ 10,323.00
Fringe	\$ -
Travel	\$ -
Equipment	\$ -
Supplies	\$ -
Contractual	\$ -
Other	\$ 137,155.00
Total HOPWA FY21-22 Budget	\$ 147,478.00

Total reimbursements will not exceed \$147,478.00, of which \$10,323.00 may be used for administrative costs.

3. Conditions of Award

- a. Ensure that at least one (1) staff member has obtained a certificate of completion for the following HOPWA trainings:
 - (i) Community Planning and Development Financial Management Curriculum, located at: <https://www.hudexchange.info/trainings/financial-management-curriculum/>.
 - (ii) HOPWA Oversight Training Curriculum, located at: <https://www.hudexchange.info/training-events/hopwa-oversight-training>.

- (iii) HOPWA Getting to Work Training Curriculum, located at: <https://www.hudexchange.info/training-events/dol-hud-getting-to-work-curriculum-for-hiv-aids-providers/>.
 - (iv) HUD Lead-Based Paint Visual Assessment Training Course, located at: <http://www.hud.gov/offices/lead/training/visualassessment/h00101.htm>.
- b. 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. Subrecipient accepts responsibility and accountability for compliance and timely submission of documentation required in the semiannual and year-end program reports. Failure to submit a required report and/or additional information as requested will constitute a breach of contract. The program reporting format may be accessed at <http://www.dshs.texas.gov/hivstd/hopwa/default.shtm>.
 - c. In accordance with the RWHAP client eligibility determination and recertification requirements (Policy 13-02) and DSHS Policy 220.001 Eligibility to Receive HIV Services, HRSA and DSHS expects clients' eligibility be assessed during the initial eligibility determination, at least every six months, and at least once a year (whether defined as a 12-month period or calendar year) to ensure that the program only serves eligible clients, and that the RWHAP is the payer of last resort.
 - d. EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at <https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/index.html>.
 - e. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to: <https://www.hrsa.gov/sites/default/files/hrsa/grants/manage/trafficking-in-persons.pdf>. If you are unable to access this link, please contact the Administrative Agency to obtain a copy.
 - f. This award is subject to the requirements of Section 3000 of the Texas Health and Human Services ("HHS"), Abuse and Neglect Reporting. For the full text, go to: <https://hhs.texas.gov/laws-regulations/handbooks/fpp/section-3000-abuse-neglect-reporting>. If you are unable to access this link, please contact the Administrative Agency to obtain a copy.
 - g. This award is subject to the requirements of Section 11 of the DSHS Monitoring Policy 530.001, Reporting Suspected Abuse and Neglect of Children. For the full text, go to: <https://hhs.texas.gov/doing-business-hhs/provider-portals/wic-providers/child-abuse-reporting>. If you are unable to access this link, please contact the Administrative Agency to obtain a copy.
 - h. To serve persons most in need and to comply with Federal law, services must be widely accessible. Services must not discriminate on the basis of age, disability, sex, race, color, national origin or religion. The HHS Office for Civil Rights provides guidance to grant and cooperative agreement recipients on complying with civil rights laws that prohibit discrimination on these bases. Please see <https://www.hhs.gov/civil-rights/for-individuals/index.html>.

- i. Subrecipient will maintain referral relationships to facilitate individuals' access to HIV-related health services. These referral relationships include public health departments, emergency rooms, substance abuse and mental health treatment programs, detoxification centers, detention facilities, clinics regarding sexually transmitted diseases, homeless shelters, HIV/AIDS counseling and testing sites, health care points of entry specified by eligible areas, federally qualified health centers, immunization centers, Tuberculosis treatment facilities, and other entities constituting points of access to services described in Section 2652(a) of the Ryan White HIV/AIDS Treatment Modernization Act of 2006.
- j. The County will review Subrecipient's performance of this Contract. Subrecipient's compliance with the obligations and duties imposed by this Contract will be a factor in any future allocation of Ryan White Grant funds during this Contract Term.

4. Counties to be Served

Erath, Hood, Johnson, Palo Pinto, Parker, Somervell, Tarrant, and Wise.



TEXAS
Health and Human
Services

Texas Department of State
Health Services

Texas Department of State Health Services

Housing Opportunities for Persons with AIDS

Program Manual

09/01/21

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PROGRAM MANUAL

Section 1. Purpose and Use of the Manual

This manual contains a basic overview of the DSHS Housing Opportunities for Persons with AIDS (HOPWA) Program and its eligible activities and requirements. It is not intended to replace existing guidance produced by the U.S. Department of Housing and Urban Development (HUD). Additional program information can be found on the [HUD Exchange HOPWA Page](#). This manual provides guidance to:

- Texas Department of State Health Services (DSHS) Administrative Agencies (AAs) and Project Sponsors for program administration; and
- DSHS HIV Care Services Group staff for program monitoring and provision of technical assistance.

Section 2. Program Rules

The HOPWA rules in 24 Code of Federal Regulations (CFR) §574 provide general standards for eligible activities such as determining program eligibility, housing quality standards, and standards regarding household rent payments. AAs and Project Sponsors must also comply with other state and federal policies, including, but not limited to:

- **Federal Fire Prevention and Control Act, Section 31**
- **Texas Health and Safety Code, Chapters 81 and 85**
- **2 CFR §200** et seq. – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- **2 CFR §2429** et seq. – Requirements for Drug-Free Workplace (Financial Assistance)
- **24 CFR §1** et seq. – Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development—Effectuation of Title VI of The Civil Rights Act of 1964
- **24 CFR §3** et seq. – Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance
- **24 CFR §5** – General HUD Program Requirements; Waivers
 - **Subpart A** – Generally Applicable Definitions and Requirements; Waivers
 - **Subpart C** – Pet Ownership for the Elderly or Persons with Disabilities
 - **Subpart F** – Section 8 and Public Housing, and Other HUD Assisted Housing Serving Persons with Disabilities: Family Income and Family Payment; Occupancy Requirements for Section 8 Project-Based Assistance
 - **§5.609** Annual income.
 - **§5.611** Adjusted income.
 - **§5.617** Self-sufficiency incentives for persons with disabilities—Disallowance of increase in annual income.
 - **Subpart L** – Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking
- **24 CFR §6** et seq. – Nondiscrimination in Programs and Activities Receiving Assistance Under Title I of The Housing and Community Development Act of 1974
- **24 CFR §8** et seq. – Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the Department of Housing and Urban Development
- **24 CFR §35** et seq. – Lead-Based Paint Poisoning Prevention in Certain Residential Structures
- **24 CFR §50** et seq. – Protection and Enhancement of Environmental Quality
- **24 CFR §55** et seq. – Floodplain Management and Protection of Wetlands
- **24 CFR §58** et seq. – Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities
- **24 CFR §85** et seq. – Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments
- **24 CFR §87** et seq. – New Restrictions on Lobbying
- **24 CFR §91** et seq. – Consolidated Submissions for Community Planning and Development Programs
- **24 CFR §100** et seq. – Discriminatory Conduct Under the Fair Housing Act
- **24 CFR §107** et seq. – Nondiscrimination and Equal Opportunity in Housing Under Executive Order 11063
- **24 CFR §135** et seq. – Economic Opportunities for Low- and Very Low-Income Persons
- **24 CFR §146** et seq. – Nondiscrimination on the Basis of Age in HUD Programs or Activities Receiving Federal Financial Assistance
- **24 CFR §574** et seq. – Housing Opportunities for Persons with AIDS

Section 3. Program Definitions

- **Acquired Immunodeficiency Syndrome (AIDS)**

A medical diagnosis requiring a positive HIV test and a CD4+ cell count below 200 cells per microliter OR CD4+ cells account for fewer than 14 percent of all lymphocytes OR a diagnosis of one or more of the AIDS-defining illnesses.

- **Administrative Agency**

An entity that contracts with DSHS to administer the HOPWA Program and subcontracts with Project Sponsors for service delivery. The entity is responsible for ensuring that a comprehensive continuum of care exists in its funded area. This is accomplished through the management, distribution, and oversight of federal and state HIV care services funds as outlined in the [Ryan White Program Requirements for Service Delivery and Administrative Contracts](#).

- **Administrative Costs**

Costs for general management, oversight, coordination, evaluation, and reporting. By statute, grantee administrative costs are limited to 3 percent of total grant award, to be expended over the life of the grant. Project sponsor administrative costs are limited to 7 percent of the portion of the grant amount they receive. AA administrative costs are not an eligible HOPWA expenditure. However, AAs may leverage State Administration funds for AA HOPWA program administrative costs.

- **Beneficiary(ies)**

All members of a household who received HOPWA assistance during the operating year including the one eligible individual who qualified the household for HOPWA assistance as well as any other members of the household (living with or without HIV) who benefitted from the assistance.

- **Chronically Homeless Person**

Per 24 CFR §578.3, a [chronically homeless](#) person is (1) An individual who: (i) Is homeless and lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and (ii) Has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least one year or on at least four separate occasions in the last 3 years; and (iii) Can be diagnosed with one or more of the following conditions: substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance Bill of Rights Act of 2000 (42 USC 15002)), post-traumatic stress disorder, cognitive impairments resulting from brain injury, or chronic physical illness or disability; (2) An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or (3) A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

- **Disabling Condition**

Evidencing a diagnosable substance use disorder, serious mental illness, developmental disability, chronic physical illness, or disability, including the co-occurrence of two or more of these conditions. In addition, a disabling condition may limit an individual's ability to work or perform one or more activities of daily living. In HUD-funded programs, an HIV diagnosis is considered a disabling condition.

- **Eligible Individual**

The one low-income person living with HIV (PLWH) who qualifies a household for HOPWA assistance. This person may be considered "Head of Household." When the PPR or CAPER asks for information on eligible individuals, report only this individual person. Where there is more than one PLWH in the household, the additional PLWH(s), would be considered a beneficiary(s).

- **Facility-Based Housing Assistance (FBHA)**

All eligible HOPWA housing assistance expenditures for or associated with supportive housing facilities including community residences, single-room occupancy (SRO) dwellings, short-term facilities, project-based rental assistance units, master leased units, and other housing facilities approved by HUD.

- **Facility-Based Rental Assistance (FBRA) Services**

A rental assistance service similar to public housing that helps low-income households access affordable housing (see "Rental Assistance"). Unlike tenant-based rental assistance, the rental assistance subsidy is attached to a specific building or unit. If the Project Sponsor owns the facility, the rental assistance is classified as project-based

rental assistance (PBRA). If the Project Sponsor leases the facility, the rental assistance is classified as master leasing.

- **Family**

Per 24 CFR §574.3, the program defines family as it is defined in 24 CFR §5.403. Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or
- A group of persons residing together, and such group includes, but is not limited to:
 - A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
 - An elderly family;
 - A near-elderly family;
 - A disabled family;
 - A displaced family; and
 - The remaining member of a tenant family.

Family includes one or more eligible persons living with another person or persons, regardless of actual or perceived sexual orientation, gender identity, or marital status, who are determined to be important to the eligible person or person's care or welfare, and the surviving member or members of any family described in this definition who were living in a unit assisted under the program with the PLWH at the time of their death. The language of these regulations, as amended by the "Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule," ensures that HUD's core programs are open to all eligible individuals and families regardless of actual or perceived sexual orientation, gender identity, or marital status. This means that any group of people that present together for assistance and identify themselves as a family – regardless of relationship, age, disability, or other factors – are considered to be a family and must be served together as such. Further, Project Sponsors cannot discriminate against a group of people presenting as a family based on the composition of the family, the age or disability of any family members, or the actual or perceived sexual orientation, gender identity, or marital status of any family members. The definition of "family" is flexible and, as such, HUD has broadly implemented the term "household" in place of "family."

NOTE: The old definition of "family," (persons related by blood or marriage) is not used. See "Household."

- **Gross Rent**

The sum of combined rent and utilities costs. For rental assistance services, the gross rent of the proposed unit, including appropriate utility allowances) must be at or below the lower of the rent standard or the reasonable rent.

- **HIV Service Delivery Area**

A geographic service area set by DSHS for the purpose of allocating federal and state HIV care services funds.

- **Household**

A single person or a group of persons residing together. See "Family." Any group of people that present together for assistance and identify themselves as a household – regardless of relationship, age, disability, or other factors – are considered to be a household and must be served together as such. The term is used for collecting data on changes in eligibility, changes in access to services, and outcomes on achieving housing stability. Live-In Aides (see "Live-In Aide") and non-beneficiaries (e.g., a shared housing arrangement with a roommate) who resided in the unit are not included in the household.

- **Housing Information Services (HIS)**

Counseling, information, and referral services dedicated to assisting eligible households locate, acquire, finance, and maintain housing.

- **Housing Stability**

The degree to which the HOPWA assisted beneficiaries remain in stable housing during the operating year. See service outcome categories for TBRA, STRMU, FBHA, and Supportive Services in Section 14. Program Activities.

- **Human Immunodeficiency Virus (HIV)**

A virus that infects the body and destroys portions of the immune system and is documented by a positive serologic test.

- **In-Kind Leveraged Resources**

These involve additional types of support provided to assist HOPWA beneficiaries such as volunteer services, materials, use of equipment and building space. The actual value of the support can be the contribution of professional services, based on customary rates for this specialized support, or actual costs contributed from other leveraged resources. In determining a rate for the contribution of volunteer time and services, use the rate established in HUD notices, such as the rate of ten dollars per hour. The value of any donated material, equipment, building, or lease should be based on the fair market value at time of donation. Related documentation can be from recent bills of sales, advertised prices, appraisals, or other information for comparable property similarly situated.

- **Leveraged Funds**

The amount of funds expended during the operating year from non-HOPWA federal, state, local, and private sources by Project Sponsors in dedicating assistance to eligible households. Leveraged funds or other assistance are used directly in or in support of HOPWA program delivery.

- **Live-In Aide**

A person who resides with the HOPWA Eligible Individual and who meets the following criteria: (1) is essential to the care and welfare of the person; (2) is not obligated for the support of the person; and (3) would not be living in the unit except to provide the necessary supportive services. Live-In Aides are not considered household members.

- **Master Leasing**

Applies to Project Sponsors that lease units (single or scattered site) from an owner and sublease the units to clients. Project Sponsors facilitate housing by assuming the tenancy burden for households that may not be able to obtain a lease on their own due to poor credit, evictions, or lack of income. Assistance is not portable or transferable.

- **Operating Costs**

Applies to facility-based housing that is owned by the Project Sponsor and currently open. Operating costs include day-to-day housing function and operation costs like maintenance, security, operation, insurance, utilities, furnishings, equipment, supplies, and salary for staff costs directly related to the facility, but not staff costs for delivering services.

- **Outcome**

The degree to which the HOPWA assisted household has been enabled to establish or maintain a stable living environment in housing that is safe, decent, and sanitary and to reduce the risks of homelessness, and improve access to HIV treatment and other health care and support.

- **Output**

The number of households that receive HOPWA assistance during the operating year.

- **Permanent Housing Placement (PHP) Services**

A supportive housing assistance service used to help households establish permanent residence in which continued occupancy is expected. Eligible costs include application fees, related credit checks, utility hookup fees and deposits, and reasonable security deposits necessary to move persons into permanent housing.

- **Program Income**

Gross income directly generated from the use of HOPWA funds, including repayments.

- **Project-Based Rental Assistance (PBRA) Services**

A facility-based rental assistance service that is tied to units (site or scattered site) owned or controlled by a Project Sponsor. Assistance is not portable or transferable.

- **Project Sponsor**

Any nonprofit organization or governmental housing agency that receives funds under a contract with the grantee to provide eligible housing and other support services or administrative services as defined in 24 CFR §574.300. Project Sponsors are required to provide performance data on households served and funds expended. Funding flows to a Project Sponsor as follows:

HUD → DSHS → AA → Sponsor

- **Rental Assistance**

A housing assistance service that subsidizes the rent of a household, including assistance for shared housing arrangements. The subsidy amount is determined in part based on household income and rental costs associated

with the household's lease. HOPWA rental assistance can be tenant- or facility-based. All rental assistance services are subject to the following components:

- Housing Quality Standards Certification;
- Rent Standard and Rent Reasonableness Certification; and
- Rental Assistance Calculation.

Depending on local needs, rental assistance may be designed as transitional or permanent and include time limits. If a Project Sponsor establishes a time limit for rental assistance, they must collaborate with the AA to develop a local program policy that clearly defines the length of time households may receive rental assistance and include a protocol for notifying households about local time limits.

- **Resource Identification (RI)**

Activities that establish, coordinate, and develop housing assistance resources for eligible households (including preliminary research and expenditures necessary to determine the feasibility of specific housing-related initiatives).

- **Roommate**

A roommate relationship (i.e., a shared housing arrangement) is established for the purposes of sharing rent and utility bills in return for receiving a share of the space available. Roommates are not considered household members as they are households unto themselves. The household must identify whether an individual is a household member or a roommate at the time of application and at any subsequent renewals.

- **Short-Term Rent, Mortgage, and Utility (STRMU) Services**

Time-limited housing assistance designed to prevent homelessness and increase housing stability. Project Sponsors may provide assistance for up to 21 weeks in any 52-week period. The amount of assistance varies per household depending on funds available, need, and program guidelines.

- **Short-Term Supportive Housing (STSH) Services**

A type of facility-based housing assistance that provides temporary shelter to eligible households that are homeless. Services allow for an opportunity to develop an individualized housing plan to guide the household's linkage to permanent housing. Project Sponsors may provide assistance for up to 60 days in any six-month period. The amount of assistance varies per household depending on funds available, need, and program guidelines.

- **Supportive Services**

Supportive Services include, but are not limited to, health, mental health, assessment, substance use treatment and counseling, day care, personal assistance, nutritional services, intensive care when required, and assistance in gaining access to local, State, and Federal government benefits and services, except that health services may only be provided to PLWH. The DSHS HOPWA Program currently limits the use of Supportive Service funds to housing case management. Supportive Services may be provided in conjunction with HOPWA housing assistance or as a standalone service (Supportive Services Only).

- **Tenant-Based Rental Assistance (TBRA) Services**

A rental assistance service similar to the Housing Choice Voucher program that helps low-income households access affordable housing (see "Rental Assistance"). Unlike facility-based rental assistance, services are not tied to a specific unit, so households may move to a different unit without losing their assistance, subject to individual program rules.

- **Transgender**

Transgender is defined as a person who identifies with, or presents as, a gender that is different from the gender assigned to them at birth.

- **Transitional Supportive Housing (TSH) Services**

A type of facility-based housing assistance that provides up to 24 cumulative months of rental assistance to eligible households that are homeless or at risk of homelessness. Services allow for an opportunity to move households to permanent housing. The subsidy amount is determined in part based on household income and rental costs associated with the household's lease.

- **Veteran**

A veteran is someone who has served on active duty in the Armed Forces of the United States. This does not include inactive military reserves or the National Guard unless the person was called to active duty.

Section 4. Program Purpose, Administration, and Overview

1. Program Purpose

The goals of the DSHS HOPWA Program are to help low-income PLWH and their households establish or maintain affordable and stable housing, reduce their risk of homelessness, and improve their access to health care and supportive services.

2. Program Administration

DSHS administers the program, which is funded by annual formula grants from HUD. DSHS contracts with AAs in seven Ryan White Part B HIV Planning Areas encompassing 26 HIV Service Delivery Areas (HSDAs). AAs subcontract with Project Sponsors in each HSDA for statewide service delivery (see Appendix G: HSDA Map). The DSHS HOPWA Program serves all counties in Texas. DSHS selects AAs through a combination of competitive Requests for Proposals (RFP) and intergovernmental agency contracts. AAs act as an administrative arm for DSHS, with DSHS oversight, by administering the HOPWA program locally for a five-year project period.

3. Authorized Activities

DSHS authorizes the following program activities (see Section 14. Program Activities):

- A. Tenant-Based Rental Assistance (TBRA)
- B. Short-Term Rent, Mortgage, and Utility (STRMU)
- C. Facility-Based Housing Assistance (FBHA)
 - i. Short-Term Supportive Housing (STSH)
 - ii. Transitional Supportive Housing (TSH)
- D. Permanent Housing Placement (PHP)
- E. Housing Case Management
- F. Housing Information Services
- G. Resource Identification

Section 5. Administrative Agency and Project Sponsor Roles and Responsibilities

1. AA Roles and Responsibilities

- A. AAs must comply with all federal and state regulations, policies, standards, and guidelines as specified in the contract and this manual.
- B. AAs must confirm that Project Sponsors manage program funds in compliance with HUD and DSHS regulations.
- C. AAs must subcontract with eligible Project Sponsors. AAs must subcontract all funds in their HOPWA contract. AAs may leverage State Administration funds for HOPWA administrative costs.
- D. AAs must assure that Project Sponsor administrative costs, including non-service and indirect costs, do not exceed seven percent of each Project Sponsor's total program allocation.
- E. AAs must ensure that Project Sponsors implement the program efficiently, effectively, and properly in each HSDA.
- F. AAs must collaborate with Project Sponsors to develop local program policies as needed. Local policies:
 - i. Should not conflict with federal and state regulations, policies, standards, and guidelines; and
 - ii. May address, but are not limited to, issues related to transitioning assisted households into the Housing Choice Voucher (HCV) Program or other affordable housing programs, establishing alternate STRMU Caps, and applying stricter program eligibility or service requirements beyond basic regulations. Project Sponsors may consult with local housing experts for policy development.
- G. AAs must safeguard against conflicts of interest. In addition to the conflict of interest requirements in 2 CFR §200.317 (for recipients and subrecipients that are States) and 2 CFR §200.318 through §200.326 (for recipients and subrecipients that are not States), no person who is an employee, agent, consultant, officer, or elected or appointed official of the AA and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or for those with whom they have family or

business ties, during their tenure or for one year thereafter. AAs should have policies in place that identify and handle real or potential conflicts of interest on the part of board members, staff persons, and other representatives of the organization, such as volunteers. HUD requires such a policy, which are often part of an organization's "code of conduct" for board, staff, and volunteers. It is advisable to have a copy signed by all members listed above on an annual basis. Additionally, the policy must comply with the DSHS HIV/STD Program Policies located [here](#).

2. Project Sponsor Roles and Responsibilities

- A. Project Sponsors must comply with all federal and state regulations, policies, standards, and guidelines as specified in the subcontract and this manual.
- B. Project Sponsors must manage program funds in compliance with HUD and DSHS regulations and charge costs to the appropriate contract (costs incurred in one contract year cannot be paid with funds from a different contract year). Current and historical spending data should be used for service planning purposes. Throughout the program year, Project Sponsors should monitor expenditures to assure funds are available and not depleted prematurely. For example, service allocations could be divided monthly (1/12). In this way, Project Sponsors could determine the balance of available funds based on over- or under-spending in a given month and adjust current spending accordingly.
- C. Project Sponsors must ensure administrative costs, including non-service and indirect costs, do not exceed seven percent of their total program allocation.
- D. Project Sponsors must implement the program efficiently, effectively, and properly in their HSDA(s).
- E. Project Sponsors must collaborate with the AA to develop local program policies as needed.
- F. Project Sponsors must file Internal Revenue Service (IRS) Form 1099 for TBRA, STRMU, FBHA, and PHP rent payments to individuals and partnerships. If a Project Sponsor makes rent payments of \$600.00 or more to property owners in any calendar year, then they must report this to the IRS on form 1099-MISC, Box 1, "Rents" (Revenue Rule 88-53). To comply with this requirement, Project Sponsors must obtain the taxpayer identification number (TIN), social security number (SSN), or employer identification number (EIN) of all entities to which it will make rent payments. To accomplish this, Project Sponsors must issue IRS Form W-9 to all property owners. Form W-9 must be completed and returned to the Project Sponsor before any rent payments are made. Form 1099-MISC must be completed and issued to each "person" who has been paid \$600.00 or more in rent every calendar year. Persons include individuals and partnerships. Form 1099-MISC must be issued to the property owner by January 31st and submitted to IRS no later than February 28th. Form 1099-MISC does not need to be issued to corporations or utility vendors. Copies of IRS Forms W-9 and 1099-MISC as well as detailed instructions on their completion can be obtained from the IRS [website](#).

NOTE: DSHS Project Sponsors cannot pay clients directly.

- G. Project Sponsors must safeguard against conflicts of interest. In addition to the conflict of interest requirements in 2 CFR §200.317 (for recipients and subrecipients that are States) and 2 CFR §200.318 through §200.326 (for recipients and subrecipients that are not States), no person who is an employee, agent, consultant, officer, or elected or appointed official of the Project Sponsor and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter. Project Sponsors should have policies in place that identify and handle real or potential conflicts of interest on the part of board members, staff persons, and other representatives of the organization, such as volunteers. HUD requires such a policy, which are often part of an organization's "code of conduct" for board, staff, and volunteers. It is advisable to have a copy signed by all members listed above on an annual basis. Additionally, the policy must comply with the DSHS HIV/STD Program Policies located [here](#).
- H. Project Sponsors cannot charge households with any fees other than rent.
- I. Project Sponsors cannot acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under §574, or commit or expend HUD or local funds for such eligible activities under §574, until the responsible entity (as defined in §58.2) has completed the environmental review

procedures required by §58 and the Request for Release of Funds (RROF) and Certification have been approved. HUD will not release grant funds if DSHS commits grant funds (i.e., incurs any costs or expenditures to be paid or reimbursed with such funds) before a Project Sponsor submits and HUD approves its RROF (where such submission is required). Project Sponsors must supply all available, relevant information necessary for the responsible entity to perform for each property any environmental review required by §574.510. Project Sponsors must also carry out mitigating measures required by the responsible entity or select alternate eligible property.

NOTE: DSHS Project Sponsors cannot use DSHS HOPWA Program funds to acquire, rehabilitate, convert, repair, dispose of, demolish, or construct property. DSHS Project Sponsors may only undertake activities determined to be exempt, categorically excluded not subject to §58.5, and categorically excluded subject to §58.5 where the proposed activity converted to exempt. Project Sponsors must consult with the AA and the AA must consult with DSHS to identify all environmental compliance actions for each proposed activity.

3. **AA and Project Sponsor Required Local Policies and Procedures**

As of this publication, DSHS requires AAs and Project Sponsors to have the following policies and procedures:

Administrative Agency Policies and Procedures	Project Sponsor Policies and Procedures
Anti-discrimination	Anti-discrimination and affirmative outreach
Confidentiality at the AA level	Confidentiality at the Project Sponsor level
Conflict of interest	Conflict of interest
Desktop and on-site monitoring	Grievances
Grievances of clients and bidders	Requiring application to HCV/other affordable housing
Procurement	Restrictive program eligibility criteria (<i>if applicable</i>)
Project Sponsors that overspend/laps funds	Restrictive service qualifications (<i>if applicable</i>)
	STRMU and other local service caps (<i>if applicable</i>)
	Survivor grace periods
	Rent standard increase (<i>if applicable</i>)
	Termination
	Waitlists for TBRA, STRMU, and FBHA services

Section 6. Confidentiality

1. **Ensure Confidentiality**

Per 24 CFR §574.440, AAs and Project Sponsors must ensure the confidentiality of all records by developing a comprehensive local program policy for confidentiality and consistently following the procedures. The policy must define confidential data and protected health information (PHI), describe how confidentiality is maintained, and outline breach procedures, notification requirements, mitigation activities, sanction levels, and requirements for duty to warn or report. The policy must provide a confidentiality training schedule (annually at a minimum) and designate a staff member as responsible for privacy and security (e.g. Privacy or Security Officer, Overall Responsible Party [ORP] or Local Responsible Party [LRP], Privacy Liaison, etc.). The policy should explain measures the AA and Project Sponsor take to prevent unintentional disclosures, such as via agency logos or other identifying information on checks, letters, notifications, forms, envelopes, etc. that could imply a household member is living with HIV. For example, this could be accomplished by establishing a housing assistance checking account using a neutral account name such as “Housing Fund” or “Assistance Fund.” Additionally, the policy must comply with the [HOPWA Confidentiality User Guide](#) and the DSHS HIV/STD Security Policies and Procedures located [here](#).

2. **Consent to Release and/or Obtain Confidential Information**

Prior to exchanging information with any other agency or entity, Project Sponsors must first secure a release of information from the client. There may be exceptions to client disclosure as required by law. **Form F: Consent to Release and/or Obtain Confidential Information** must be completed and signed by the client identifying specific individuals or organizations to which confidential information may be disclosed and must be resigned annually. In the absence of specific written authorization, information identifying an individual’s HIV status may not be disclosed by the Project Sponsor to any individual or organization.

NOTE: Use of Form F is optional – Project Sponsors may use their preferred Health Insurance Portability and Accountability Act (HIPAA)-compliant release of information form.

Section 7. Ensuring Access to the Program

1. **Application Office Location**

Project Sponsors should have an easily accessible location(s) where households can apply for assistance.

2. **Providing Information About Housing Assistance**

Ryan White and State Services applicants should be informed of housing assistance services during intake and existing clients should be informed during routine medical, psychosocial, or other appointments. Project Sponsors should assess the housing needs of all clients. When a household requests housing assistance, the housing case manager should inform them of the program. At minimum, the information should include:

- HOPWA housing assistance available;
- The application process;
- Documentation needed to determine program eligibility and qualifications for specific program services;
- Current waitlist and priority populations, if applicable; and
- Potential interview dates and times.

3. **Methods of Taking Applications**

Project Sponsors can schedule appointments specifically for program applications. Applications can be completed during intake or routine appointments. To accommodate the needs of various households and assure proper use of staff resources, the Project Sponsor should offer the following options of taking applications:

A. Regular Office Interviews

The majority of interested households should be able to apply for the program during a Project Sponsor's regular business hours.

B. Special Office Interviews

If an interested household is unable to apply for the program during regular business hours, then a Project Sponsor should arrange an off-hour interview.

C. Home Visit Interviews

If, for whatever reason, an interested household is unable to interview at a Project Sponsor's application office, then the Project Sponsor should arrange an interview at the household's current residence or other agreed location.

D. Remote Interviews

Instead of a face-to-face interview, a Project Sponsor may arrange for a remote interview via phone or audio/video streaming technology and an interested household may submit their application via mail, fax, or other secure electronic means.

4. **Information Sharing**

Project Sponsors must share program information and eligibility criteria routinely with other HIV prevention and care agencies, local housing authorities, and other affordable housing programs in their HSDA(s). To accomplish this, Project Sponsors could post program information on their websites and social media platforms or distribute program information via pamphlets, fliers, and/or email lists. Project Sponsors must document how they shared program information each program year.

5. **Waitlists**

Project Sponsors must document unmet need beyond their service capacities by establishing waitlists for HOPWA-eligible households and maintaining a waitlist management tool (even if there are currently no waitlisted households). Project Sponsors must collaborate with the AA to develop a waitlist policy. The policy must specify how the waitlist is maintained and how waitlisted households are prioritized. Project Sponsors must categorize waitlisted households by the service category they need (i.e., TBRA; STRMU with additional STRMU subcategories for rent, mortgage, or utility costs; and FBHA), update their waitlists every three months at minimum, and include the dates households are added and removed.

Section 8. Fair Housing, Nondiscrimination, and Equal Opportunity

1. **Fair Housing Act**

The Fair Housing Act protects people from discrimination when they are renting, buying, or securing financing for any housing. The prohibitions specifically cover discrimination because of race, color, religion, sex, age, national origin, familial status, or disability. It is unlawful to discriminate in any aspect of selling or renting housing or to deny a dwelling to a buyer or renter because of the disability of that individual, an individual associated with the buyer or renter, or an individual who intends to live in the residence. Other covered activities include zoning practices, new construction design, and advertising. For more information about the Fair Housing Act, visit HUD's Office of Fair Housing and Equal Opportunity [website](#). For fair housing outreach and marketing tools, visit HUD's Fair Housing Marketing [website](#). To file a fair housing complaint with HUD, visit HUD's File a Complaint [website](#). For additional fair housing information and resources in Texas, visit the Texas Department of Housing and Community Affairs Fair Housing [website](#).

2. **Affirmatively Furthering Fair Housing**

Affirmatively Furthering Fair Housing (AFFH) is a legal requirement that federal grantees further the purposes of the Fair Housing Act. DSHS supports AAs and Project Sponsors in their efforts to take meaningful actions that overcome historic patterns of segregation, promote fair housing choice, and foster inclusive communities that are free from discrimination. As provided in the final rule, AFFH means "taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws. The duty to affirmatively further fair housing extends to all of a program participant's activities and programs relating to housing and urban development." AAs and Project Sponsors must report efforts to Affirmatively Further Fair Housing in their Semi-Annual and Year-End Program Progress Reports (PPRs).

3. **Americans with Disabilities Act**

Per 24 CFR §574.603(a)(1), DSHS and Project Sponsors must comply with the applicable provisions of the Americans with Disabilities Act (42 USC 12101-12213) and implementing regulations in 28 CFR §35 (States and local government grantees) and §36 (public accommodations and requirements for certain types of short-term housing assistance).

4. **Affirmative Outreach**

Per 24 CFR §574.603(b), Project Sponsors must develop local program policies to ensure that all persons who qualify for the assistance, regardless of their race, color, religion, sex, age, national origin, familial status, or disability, know of the availability of the HOPWA program, including facilities and services accessible to persons with a disability, and maintain evidence of implementation of the procedures.

5. **Reasonable Accommodations**

One type of disability discrimination prohibited by the Fair Housing Act is the refusal to make reasonable accommodations in rules, policies, practices, or services when such accommodations may be necessary to afford a person with a disability the equal opportunity to use and enjoy a dwelling. The Act requires owners of housing facilities to make reasonable exceptions in their policies and operations to afford people with disabilities equal housing opportunities. For example, an owner with a "no pets" policy may be required to grant an exception to this rule and allow a household member who is blind to keep a guide dog in the residence. The Act also requires owners to allow tenants with disabilities to make reasonable access-related modifications to their private living space, as well as to common use spaces. The Act further requires that new multifamily housing with four or more units be designed and built to allow access for persons with disabilities. This includes accessible common use areas, doors that are wide enough for wheelchairs, kitchens and bathrooms that allow a person using a wheelchair to maneuver, and other adaptable features within the units.

Section 9. Violence Against Women Act Requirements

The Violence Against Women Act (VAWA) provides protections and remedies for program applicants and beneficiaries who are survivors of domestic violence, dating violence, sexual assault, or stalking. Despite the name of this law, VAWA protections and remedies are available regardless of sex, gender identity, or sexual orientation. Per 24 CFR §5, Subpart L, VAWA applies to all HUD programs, including HOPWA. Specifically, an applicant or beneficiary of the DSHS HOPWA Program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the unit on the basis or as a direct result of the fact that the applicant or beneficiary is or has been a survivor of domestic violence, dating violence, sexual assault, or stalking, if the applicant or beneficiary otherwise qualifies for admission, assistance, participation, or occupancy.

1. TBRA and TSH Requirements

Per 24 CFR §574.604(a)(1), VAWA applies to TBRA and TSH services. VAWA provides protections and remedies for DSHS HOPWA Program applicants and beneficiaries who are survivors of domestic violence, dating violence, sexual assault, or stalking. The DSHS HOPWA Program uses standardized VAWA materials to assist Project Sponsors with meeting VAWA requirements. DSHS Project Sponsors are required to use the VAWA materials. The materials include the latest revision date and Project Sponsors must use the most recent version. Old forms should be discarded as they are considered obsolete. Project Sponsors must maintain any forms used in the household's file. The materials are available in Spanish. Project Sponsors must enter their neutral program and/or fund name into each document before using them to attribute the documents to their programs and protect client confidentiality. As of this publication, the VAWA materials include:

NOTE: See Appendix K: VAWA Requirements for Rental Assistance Services.

VAWA Materials		English	Spanish	Format
VAWA	Certification Form	Yes	Yes	Word
VAWA	Emergency Transfer Form	Yes	Yes	Word
VAWA	Emergency Transfer Plan	Yes	Yes	Word
VAWA	Lease Addendum	Yes	Yes	Word
VAWA	Notice of Occupancy Rights	Yes	Yes	Word

A. Owners

Owners must use the **VAWA Lease Addendum**. The Addendum incorporates eviction prohibitions, lease construction provisions, and the confidentiality of documentation submitted by survivors requesting emergency transfers and of each survivor's housing location. The Addendum provides that the survivor may terminate the lease without penalty if the survivor has met the requirements for emergency transfer. Additionally, owners must provide the **VAWA Notice of Occupancy Rights** and **VAWA Certification Form** with any notification of eviction they provide to the household.

NOTE: To receive TBRA or TSH services, a household's lease must include a VAWA Lease Addendum. If a lease does not include a VAWA Lease Addendum, a Project Sponsor cannot approve the unit for TBRA or TSH services.

B. Survivors

In the event of an incident of domestic violence, dating violence, sexual assault, or stalking, Project Sponsors may request, in writing, that the survivor submit documentation as specified under Permissible Documentation (see E. Permissible Documentation and Submission Requirements). If a survivor requests protections, they must submit the request to the Project Sponsor. The Project Sponsor will work with the owner to facilitate protections on the survivor's behalf. Project Sponsors must follow VAWA documentation and confidentiality requirements (see D. Request for Documentation; E. Permissible Documentation and Submission Requirements; and F. Confidentiality). Project Sponsors are also responsible for determining on a case-by-case basis whether to provide rental assistance to remaining beneficiaries if lease bifurcation or an emergency transfer results in division of the household. Project Sponsors should undertake whatever actions permissible and feasible to assist a survivor to remain in their unit or transfer to a new unit, and for the Project Sponsor to bear the costs of any transfer, where permissible.

C. Notification Requirements

Project Sponsors must provide the **VAWA Notice of Occupancy Rights** and **VAWA Certification Form** to households at the following times: At the time the household is denied or provided rental assistance, with any notification of termination of rental assistance, and during annual recertifications. The Notice and Certification must be made available in multiple languages. The **VAWA Notice of Occupancy Rights** explains the VAWA protections and any limitations on those protections. In the event of an incident of domestic violence, dating violence, sexual assault, or stalking, Project Sponsors may request, in writing, that the survivor submit documentation as specified under Permissible Documentation.

D. Request for Documentation

If an applicant or beneficiary informs a Project Sponsor they are a survivor, the Project Sponsor may request, in writing, that the applicant or beneficiary submit the documentation of survivor status as specified under Permissible Documentation (see E. Permissible Documentation and Submission Requirements). Project Sponsors are not required to request that an applicant or beneficiary submit documentation of survivor status. If an applicant or beneficiary does not provide the requested documentation within 14 business days after the date they receive the request in writing, the Project Sponsor may:

- i. Deny admission by the applicant or beneficiary to the DSHS HOPWA Program;
- ii. Deny housing assistance and supportive services to the applicant or beneficiary;
- iii. Terminate the participation of the beneficiary in the DSHS HOPWA Program; or
- iv. At the Project Sponsor's discretion, extend the 14-business-day deadline.

E. Permissible Documentation and Submission Requirements

In response to a written request from the Project Sponsor, the applicant or beneficiary may submit as documentation any one of the following items, where it is at the discretion of the applicant or beneficiary which one of the following forms of documentation to submit:

- i. The **VAWA Certification Form**, which:
 - a. States that the applicant or beneficiary is a survivor of domestic violence, dating violence, sexual assault, or stalking;
 - b. Describes the incident; and
 - c. Includes the name of the accused perpetrator if it is known and safe to provide; or
- ii. A document:
 - a. Signed by an employee, agent, or volunteer of a survivor service provider, an attorney, or medical professional, or a mental health professional (collectively, "professional") from whom the survivor has sought assistance relating to the incident or the effects of abuse;
 - b. Signed by the applicant or beneficiary; and
 - c. That specifies, under penalty of perjury, that the professional believes the incident occurred, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking; or
- iii. A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- iv. At the Project Sponsor's discretion, a statement or other evidence provided by the applicant or beneficiary.

If a Project Sponsor receives documentation that contains conflicting information (including Certification Forms from two or more beneficiaries of a household each claiming to be a survivor and naming another beneficiary as the accused perpetrator), the Project Sponsor may require an applicant or beneficiary to submit third-party documentation, as described above, within 30 calendar days of the date of the request for the third-party documentation.

F. Confidentiality

If an applicant or beneficiary submits documentation of survivor status (confidential information) to a Project Sponsor, the Project Sponsor must maintain the documentation in strict confidence. Project

Sponsors shall not allow any staff to have access to confidential information unless explicitly authorized by the Project Sponsor for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law. Project Sponsors shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the survivor in a time-limited release, required for use in an eviction proceeding or hearing regarding termination of assistance from the DSHS HOPWA Program, or otherwise required by applicable law.

G. Remedies

- i. *Lease Bifurcation.* Owners may bifurcate a lease in order to evict an accused perpetrator without regard to whether the accused perpetrator is a signatory to the lease and without evicting or otherwise penalizing a survivor or other beneficiaries. If an owner will bifurcate a lease, they must do so in accordance with Federal, State, or local law for lease termination. If the accused perpetrator is the eligible individual and the survivor is a remaining beneficiary, Project Sponsors must provide a reasonable grace period to the survivor and remaining beneficiaries.

NOTE: See Section 18. Grace Periods for Surviving or Remaining Household Members.

- ii. *Emergency Transfers.* Project Sponsors must adopt the **VAWA Emergency Transfer Plan**. The Plan describes the procedure for survivors who meet emergency transfer requirements to move quickly with continued TBRA or TSH services. Project Sponsors must make the Plan available upon request and, when feasible, must make its plan publicly available. To qualify for emergency transfer, the survivor must request a transfer in writing using the **VAWA Emergency Transfer Form**. The Form must be made available in multiple languages. Project Sponsors must provide reasonable accommodations to this policy for survivors with disabilities. Also, the survivor must reasonably believe there is an actual and imminent threat if they remain within the same unit they currently occupy. If they are a survivor of sexual assault, they must reasonably believe there is an actual and imminent threat if they remain within the same unit they currently occupy, or the sexual assault occurred on the premises during the 90-calendar-day period preceding the date of the emergency transfer request. The Plan may require a survivor requesting emergency transfer to submit documentation as specified under Permissible Documentation (see E. Permissible Documentation and Submission Requirements). Project Sponsors must maintain emergency transfer data, including outcome data for each request, and report this data to HUD annually. Project Sponsors must ensure that emergency transfer records are maintained for a 4-year period.

H. Prohibited Basis for Denial or Termination of Assistance or Eviction

An applicant or beneficiary of the DSHS HOPWA Program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the unit on the basis or as a direct result of the fact that the applicant or beneficiary is or has been a survivor of domestic violence, dating violence, sexual assault, or stalking, if the applicant or beneficiary otherwise qualifies for admission, assistance, participation, or occupancy. A beneficiary of the DSHS HOPWA Program may not be denied assistance or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:

- i. The criminal activity is perpetrated by a household member, guest, or other person under the control of the household; and
- ii. A beneficiary is the survivor or threatened survivor of such domestic violence, dating violence, sexual assault, or stalking.

I. Construction of Lease Terms and Terms of Assistance

An incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as a serious or repeated violation of an executed lease by the survivor or threatened survivor of such incident or good cause for terminating the assistance, tenancy, or occupancy rights under the DSHS HOPWA Program of the survivor or threatened survivor of such incident.

J. Limitations of VAWA Protections

- i. VAWA does not limit the authority of owners or Project Sponsors, when notified of a court order, to comply with a court order with respect to the rights of access or control of property, including civil protection orders issued to protect a survivor of domestic violence, dating violence, sexual assault, or stalking or the distribution or possession of property among beneficiaries.
- ii. VAWA does not limit the authority of owners or Project Sponsors to evict or terminate assistance to a household for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against beneficiaries. However, owners or Project Sponsors must not subject a beneficiary, who is or has been a survivor of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with a beneficiary who is or has been a survivor of domestic violence, dating violence, sexual assault or stalking, to a more demanding standard than other beneficiaries in determining whether to evict or terminate assistance.
- iii. VAWA does not limit the authority of owners or Project Sponsors to terminate assistance to or evict a household if the owner or Project Sponsor can demonstrate an actual and imminent threat to other households or those employed at or providing service to property of the owner or Project Sponsor would be present if that beneficiary or household is not evicted or terminated from assistance. In this context, words, gestures, actions, or other indicators will be considered an “actual and imminent threat” if they meet the standards provided in the definition of “actual and imminent threat” in 24 CFR §5.2003.
- iv. Any eviction or termination of assistance should be utilized by owners or Project Sponsors only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the survivor to a different unit, barring the accused perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the accused perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual beneficiaries.

2. STRMU and STSH Requirements

Per 24 CFR §574.604(a)(2), VAWA does not apply to STRMU or STSH services except that an applicant or beneficiary may not be denied STRMU or STSH services on the basis or as a direct result of the fact that the applicant or beneficiary is or has been a survivor of domestic violence, dating violence, sexual assault, or stalking.

3. PHP Requirements

Per 24 CFR §5.2009(e)(9), the VAWA Emergency Transfer Plan describes the procedure for survivors who meet emergency transfer requirements to move quickly with continued TBRA or TSH services. Per 24 CFR §5.2009(c), Project Sponsors should undertake whatever actions permissible and feasible to assist a survivor of domestic violence, dating violence, sexual assault, or stalking to remain in their unit or transfer to a new unit, and for the Project Sponsor to bear the costs of any transfer, where permissible (see Section 14. Program Activities, Permanent Housing Placement (PHP) Services, 2. Eligible Costs). For example, a Project Sponsor could pay a reasonable security deposit to move the survivor into other permanent or transitional housing.

Section 10. Housing Quality Standards

Per 24 CFR §574.310(b), §574.635, §35, and CPD-94-05, assisted units, including shared housing arrangements, must be safe, sanitary, and compliant with all applicable state and local housing codes, licensing requirements, and any other requirements in the jurisdiction in which the housing is located regarding the condition of the structure and the operation of the housing. Assisted units must also meet all Habitability Standards, Lead Safe Housing Rules, and Fire Safety Requirements. TBRA and TSH units must be inspected. STRMU, STSH, and PHP units do not require inspections, but households must certify their housing meets all standards and requirements. If a STRMU- or STSH-assisted household is residing in substandard housing, the housing plan should address any unit deficiencies or include a goal of moving the household to a unit that meets all Housing Quality Standards (HQS). Project Sponsors must complete [Form G: Housing Quality Standards Certification](#) before assisting a unit and annual eligibility recertifications. Also, the form

must be completed if household residency has changed. Inspections can be performed without specialized training. The standards and requirements should be interpreted in the best judgment of the housing case manager.

1. **Habitability Standards**

The standards, as defined in 24 CFR §574.310(b), include:

- A. *Structure and materials.* The structures must be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the residents from hazards.
- B. *Access.* The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.
- C. *Space and security.* Each resident must be afforded adequate space and security for themselves and their belongings. An acceptable place to sleep must be provided for each resident.
- D. *Interior air quality.* Every room or space must be provided with natural or mechanical ventilation. Structures must be free of pollutants in the air at levels that threaten the health of residents.
- E. *Water supply.* The water supply must be free from contamination at levels that threaten the health of individuals.
- F. *Thermal environment.* The housing must have adequate heating and/or cooling facilities in proper operating condition.
- G. *Illumination and electricity.* The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be provided to permit use of essential electrical appliances while assuring safety from fire.
- H. *Food preparation and refuse disposal.* All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner.
- I. *Sanitary condition.* The housing and any equipment must be maintained in sanitary condition.

2. **Lead Safe Housing Rules**

The regulations for lead-based paint in 24 CFR §35, require certain responses to potential lead-based paint hazards. Unless otherwise [exempt](#), if the structure was built prior to 1978, a child under the age of six is [expected to reside](#) in the unit, and the property has a [deteriorated paint](#) surface inside or outside the structure, the property cannot be approved until the surface is [appropriately controlled](#) and [cleared](#). If a child under the age of six has an [elevated blood lead level](#), see Appendix B: Lead Safe Housing Rules for additional instructions. Project Sponsors must use the following criteria to determine if a property can be approved or is deficient:

- A. What year was the housing built or most recently rehabilitated?
- B. Will a child under the age of six and/or a pregnant woman reside in the housing?
- C. Is the household the resident owner of the housing?
- D. Will the household lease or sublease the housing from an owner?
- E. Is the housing assistance expected to continue for more than 100 cumulative days?

If the housing was built or most recently rehabilitated before 1978, the household is the resident owner of the housing, and the housing assistance is expected to continue for more than 100 cumulative days, then the Project Sponsor must provide a [“Protect Your Family from Lead in Your Home”](#) pamphlet to the household. The housing case manager will initial [Form G: Housing Quality Standards Certification](#) if they provided the pamphlet. If the housing was built or most recently rehabilitated before 1978, the household will lease or sublease the housing from an owner, and the housing assistance is expected to continue for more than 100 cumulative days, then the lessor and lessee must complete and attach the “Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards” ([English](#) | [Spanish](#)). Note, if the lease agreement already includes a comparable disclosure, then obtain and attach a copy of said disclosure. If the housing was built or most recently rehabilitated before 1978, a child under the age of six and/or a pregnant woman will reside in the housing, and the housing assistance is expected to continue for more than 100 cumulative days, then the Project Sponsor must [visually assess](#) the housing and review the applicable lead [hazard reduction requirements](#). Housing case managers that perform visual assessments must complete the HUD Lead-Based Paint Visual Assessment Training (see Section 21. Program Technical Assistance and Trainings, 1. AA and Project Sponsor Required Trainings).

NOTE: Project Sponsors can determine the year the housing was built or most recently rehabilitated by performing a property search on the local county appraisal district website. The 100-day time period is cumulative and applies to the dwelling unit, not the assisted household.

3. Fire Safety Requirements

The requirements for Fire Safety, as described in the Fire Administration Authorization Act of 1992, require smoke detector installation. Smoke detectors must be installed in accordance with National Fire Protection Association Standard 74, or more stringent local policies as applicable. Existing units must contain a single or multiple-station smoke detector; outside each sleeping area; on each level; battery operated or hard wired; clearly audible or interconnected. Accommodations must be made for individuals with sensory impairments. Owners are responsible for providing and maintaining smoke detectors for renters. Project Sponsors may use local fire programs or hardware store donations to provide smoke detectors for mortgagors.

Section 11. Linkage with Other Affordable Housing Programs

1. Collaboration with the Housing Choice Voucher (HCV) Program and Other Affordable Housing Programs

Project Sponsors must establish linkages and collaborative relationships with local HCV Programs and other affordable housing programs. These programs can be a vital resource for the long-term housing needs of HOPWA-assisted households. Project Sponsors must document how the linkages and collaborative relationships are being accomplished (e.g., written cooperative agreements, protocols, correspondence, etc.). Other long-term housing assistance programs include, but are not limited to:

- A. [HOPWA Project-Based Housing or Tenant-Based Rental Assistance](#)
- B. [Housing Choice Voucher](#)
- C. [Veterans Affairs Supportive Housing](#)
- D. [Continuum of Care](#)
- E. [Public Housing](#)
- F. [HOME Investment Partnerships Program](#)
- G. [Section 811 Supportive Housing for Persons with Disabilities](#)
- H. [Section 202 Supportive Housing for the Elderly](#)
- I. [Low-Income Housing Tax Credits](#)
- J. [United States Department of Agriculture Housing Assistance](#)

2. TBRA and TSH Requirements

A. Applying for the HCV Program and Other Affordable Housing Programs and Tracking Applications

Project Sponsors must develop a local program policy that requires households receiving TBRA or TSH services to apply for the HCV Program and other affordable housing programs, renew applications as required, and accept assistance as offered. Additionally, Project Sponsors must develop an application tracking system. For example, a Project Sponsor could maintain a spreadsheet that includes an assisted household's HCV or other affordable housing program waitlist number with periodic check-in dates.

B. Households that Fail to Accept the HCV or Other Affordable Housing

Local program policies must state that TBRA or TSH households that fail to apply for the HCV Program and other affordable housing programs, renew applications as required, and/or accept assistance as offered may be terminated from the program. This will reduce the TBRA and FBHA waitlists and provide timely services to other eligible households. Housing case managers must work closely with households receiving TBRA or TSH services and the local housing authority to assure that termination for this reason is rare. In special circumstances where accepting the HCV or other affordable housing would place an undue burden on the client, Project Sponsors may request a waiver to the policy using [Form J: Housing Choice Voucher/Other Affordable Housing Waiver](#), which must be approved by the AA on a case-by-case basis. Special circumstances include but are not limited to:

- i. Client would have to move away household members who are important to their care or welfare;
- ii. Client would have to move, but is too sick at the time to do so; or
- iii. Client cannot find a suitable residence that will accept the HCV.

If a Project Sponsor will terminate a household for failure to apply for the HCV Program and other affordable housing programs, renew applications as required, and/or accept assistance as offered, they must follow local program policies and procedures for termination as set forth in Section 16. Termination.

3. **STRMU and STSH Requirements**

As short-term intervention services, STRMU and STSH are not intended to provide continuous or perpetual assistance. Other types of long-term permanent housing assistance should be employed when household assessments indicate that little or no improvement of the conditions that caused the current housing instability are likely during or after the assistance period. Other long-term permanent housing assistance and/or programs are noted in 1. Collaboration with the HCV Program and Other Affordable Housing Programs. If a Project Sponsor determines that a STRMU- or STSH-assisted household needs ongoing rental assistance or other forms of long-term permanent housing beyond the assistance period to address immediate housing needs, Project Sponsors should connect households to the resources listed in this Section. Households that received STRMU or STSH services may transition to other types of HOPWA housing assistance services in conjunction with HOPWA Supportive Services if that assistance would better meet the household's assessed need.

Section 12. Program Forms

The DSHS HOPWA Program uses standardized program forms to assist Project Sponsors with program enrollment and service delivery. DSHS Project Sponsors are required to use these forms unless otherwise noted below. The forms include the latest revision date. Old forms are considered obsolete and should be discarded. Project Sponsors must use the most recent version of the program forms, complete them accurately, and maintain them in each household's record. Forms that require the signature of a household member are available in Spanish. Both electronic and written signatures are allowable. As of this publication, DSHS HOPWA Program forms include:

NOTE: Use of Forms F, M, and N are optional – Project Sponsors may use their preferred HIPAA-compliant release of information form, budgeting form, or housing plan form. Excel documents should be viewed at 100 percent zoom.

Program Enrollment Forms		English	Spanish	Format
	File Structure Checklist	Yes	No	Word
Form A	Self-Declaration of Income	Yes	Yes	Word
Form B	Self-Declaration of Residency	Yes	Yes	Word
Form C	Household Income Eligibility Worksheet	Yes	No	Excel
Form D	HOPWA Program Agreement	Yes	Yes	Word
Form E	Demographic and Statistical Data	Yes	No	Excel
Form F	Consent to Release and/or Obtain Confidential Information	Yes	Yes	Word
Form G	Housing Quality Standards Certification	Yes	No	Word
Service Forms				
TBRA and/or TSH				
Form H	Rent Standard and Rent Reasonableness Certification	Yes	No	Excel
Form I	Rental Assistance Worksheet	Yes	No	Excel
Form J	Housing Choice Voucher/Other Affordable Housing Waiver	Yes	No	Word
STRMU and/or STSH				
Form K1	STRMU Tracking Worksheet	Yes	No	Excel
Form K2	STSH Tracking Worksheet	Yes	No	Excel
PHP				
Form L	PHP Intent to Lease Worksheet	Yes	No	Word
Supportive Services				
Form M	Budget Worksheet	Yes	No	Excel
Form N	Housing Plan	Yes	No	Excel
Interim Recertification Forms (If applicable)				
Form O	Interim Recertification Worksheet	Yes	Yes	Word
Outcome Data and Program Disenrollment Forms				
Form P	Service Outcome Assessment and Program Disenrollment Worksheet	Yes	No	Word

Section 13. Program Eligibility

1. Program Eligibility Criteria

Project Sponsors are responsible for determining the eligibility of households that apply for the program. In shared housing arrangements where two or more unrelated households live together, Project Sponsors should assess the eligibility of only the applicant household, not the eligibility of the other households. Households must meet the following criteria to be eligible for the DSHS HOPWA Program:

- A. At least one household member must be living with HIV (24 CFR §574.3);
- B. Household annual gross income cannot exceed 80 percent of area median income per the household's county of residence (24 CFR §574.3); and
- C. The household must reside in the Project Sponsor's HSDA (DSHS requirement).

2. Establishing Additional Program Eligibility Restrictions

Project Sponsors may establish additional eligibility restrictions for the program. HUD permits the use of local preference as a means of prioritizing benefits to those who are neediest. "Local Preferences" must be approved through HUD's Office of Fair Housing and Equal Opportunity (FHEO) to ensure that such practices do not discriminate or inadvertently exclude any persons either by design or omission. If a Project Sponsor establishes additional restrictions, they must collaborate with the AA to develop a local program policy. The AA must consult with DSHS and DSHS must consult with HUD before the policy is approved. For example, a Project Sponsor could restrict program eligibility to households at or below 30 percent of area median income per the household's county of residence. Or, a Project Sponsor could restrict program eligibility to households in which a member is being discharged from an institution or some other specific situation.

3. Program Eligibility Confirmation and Documentation Requirements

Before applicant households are enrolled in the program, Project Sponsors must confirm their eligibility by obtaining complete and acceptable eligibility documentation. Eligibility documentation must be maintained in the household's file. Project Sponsors must notify households of their program eligibility (eligible or ineligible) in writing. Eligibility for participation in the program shall be confirmed by obtaining:

A. **Proof of HIV seropositivity for at least one household member**

(Documentation must predate the initial eligibility certification date.)

There are a number of different ways to document that a person is living with HIV. Proof of HIV may be found in laboratory test results or other forms of documentation that bear the client's name. Examples of acceptable forms of eligibility documentation are provided below. This is not a complete list.

NOTE: HIV testing technology changes rapidly and standards for HIV confirmation continue to evolve. Project Sponsors must stay informed of advances as newer tests may also provide proof of HIV.

- i. Positive result from HIV screening test (Multi-Spot, HIV 1/2 Combo Ab/Ag Enzyme Immunoassay [EIA]);
- ii. Positive result from an HIV 1 RNA qualitative virologic test such as a HIV 1 Nucleic Acid Amplification Test (NAAT);
- iii. Detectable quantity from an HIV 1 RNA quantitative virologic test (e.g. viral load test);
- iv. Report of detectable HIV "viral load" that includes the name of the client;
- v. A signed statement from a physician, physician's assistant, advanced practice nurse, or registered nurse attesting to the HIV-positive status of the person;
- vi. A completed THMP Medical Certification Form signed by the physician; or
- vii. A hospital discharge summary documenting that a person is living with HIV.

Client records from a client's previous service provider may be used for the purpose of confirming the client's program eligibility if those records contain one of the forms of proof listed above.

B. **Proof of gross income for all household members 18 years of age and older**

(The DSHS HOPWA Determining Household Annual Gross Income Guide outlines acceptable forms of documentation, whose income is counted, and income inclusions and exclusions. Documentation must be complete and cover the 30 days preceding the eligibility certification or recertification date.)

- i. Per 24 CFR §5.609, income includes, but is not limited to:

- a. Gross wages, salaries, overtime pay, commissions, fees, tips, bonuses, and other compensation for personal services
- b. Net income from operation of a business or from rental or real personal property
- c. Interest, dividends and other net income of any kind for real personal property
- d. Full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts except as provided in line 14 of Annual Income Exclusions
- e. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay except as provided in line 3 of Annual Income Exclusions
- f. Temporary Assistance for Needy Families (TANF), including amounts designated for shelter and utilities
- g. Alimony, child support payments, and regular contributions from organizations or from persons not residing in the dwelling
- h. All regular pay, special pay and allowances of a member of the Armed Forces except as provided in line 7 of Annual Income Exclusions.
- ii. Project Sponsors must use **Form C: Household Income Eligibility Worksheet** to document and annualize household gross income and determine household income eligibility for the program. Form C must be completed before initial eligibility certifications and annual eligibility recertifications. Also, the form must be completed if household eligibility factors have changed.
- iii. If any household member 18 years of age and older reports that they have zero income or have attempted but cannot obtain third party proof of income, the household member must complete and sign **Form A: Self-Declaration of Income**.
- iv. The **Determining Household Annual Gross Income Guide** outlines acceptable forms of documentation, whose income is counted, and income inclusions and exclusions.

C. Proof of current residency for all household members 18 years of age and older

(The household must reside in the Project Sponsor's HSDA. Documentation must be current as of the eligibility certification or recertification date.)

- i. Documentation evidencing tenancy includes a lease naming the household member as the leaseholder or occupant. Documentation must include an address in the Project Sponsor's HSDA.
- ii. Documentation evidencing ownership of encumbered property includes a deed accompanied by a mortgage or a deed of trust; a mortgage or deed of trust default/late payment notice which identifies the eligible person or a resident member of the household as the property owner/debtor; or, a valid, currently-dated title insurance policy identifying the eligible person or a resident member of the household as the property owner/debtor. Documentation must include an address in the Project Sponsor's HSDA.
- iii. Documentation evidencing a utility account in a household member's name with a utility vendor. Documentation must include an address in the Project Sponsor's HSDA.
- iv. If any household member 18 years of age and older reports that they do not have a fixed address or have attempted but cannot obtain third party proof of current residency, the household member must complete and sign **Form B: Self-Declaration of Residency**.

NOTE: Form B is only used for program eligibility determination purposes. It cannot be used as a supporting document for housing assistance payments. Households must receive services in the HSDA in which they reside per their proof of residency. However, DSHS may make exceptions on a case-by-case basis, if justified and with advance written approval from DSHS.

4. Annual and Interim Program Eligibility Recertifications

A. Annual Eligibility Recertifications

After an initial eligibility certification, household program eligibility must be recertified annually (every 12 months) at minimum so that housing assistance and supportive services may continue. For annual eligibility recertifications, households must provide proof of gross income and current residency per the Program Eligibility Confirmation and Documentation Requirements above. Also, all Program Enrollment and applicable Service forms must be completed again.

B. Interim Eligibility Recertifications

Household program eligibility must be recertified if household eligibility factors have changed during an annual eligibility period. Project Sponsors must complete [Form O: Interim Recertification Worksheet](#) if household income, residency, and/or composition have changed and the household will remain in the program. Form O provides instructions for documenting the changes, describes how the changes affect household program eligibility, and notes which program forms must be updated and attached as a result of the changes. A change in household income, residency, or composition may affect other program eligibility criteria and rental assistance components. Project Sponsors must follow the instructions on Form O carefully to ensure proper documentation all possible changes.

- i. *Change in Household Income.* The DSHS HOPWA Program defines a change in income as \$200.00 or more per month to align with HUD's [Occupancy Requirements of Subsidized Multifamily Housing Programs](#), (see Chapter 7: Recertification, Unit Transfers, and Gross Rent Changes, Section 2: Interim Recertification). Nonetheless, households may request an interim recertification for a change in income of any amount at any time during an annual eligibility period. Attach documentation of the change in income to Form O (documentation must be complete and cover the 30 days preceding the interim recertification date). If household annual gross income exceeds 80 percent of AMI, the household is no longer eligible for the program. Complete and attach Form I for TBRA or TSH households and Form C for all households.
- ii. *Change in Household Residency.* Attach documentation of the change in residency to Form O (documentation must be current as of the interim recertification date). If the household is outside of the Project Sponsor's HSDA, program services will end immediately and the household may seek services from the HOPWA provider in their new HSDA. If household annual gross income exceeds 80 percent of AMI, the household is no longer eligible for the program. Complete and attach Forms H and I for TBRA or TSH households and Forms C and G for all households.
- iii. *Change in Household Composition.* Attach eligibility documents for all new household members 18 years of age and older to Form O. If the household does not include a household member living with HIV, the household is no longer eligible for the program unless the household qualifies for the Project Sponsor's grace period. If household annual gross income exceeds 80 percent of AMI, the household is no longer eligible for the program. Complete and attach Form I for TBRA or TSH households and Forms C and E: Additional Beneficiaries data for all households.

Criteria

- At least one household member must be living with HIV.
- Household annual gross income cannot exceed 80 percent of area median income per the household's county of residence.
- The household must reside in the Project Sponsor's HSDA.

Proof

- Proof of HIV seropositivity for at least one household member
- Proof of gross income for all household members 18 years of age and older
- Proof of current residency for all household members 18 years of age and older

Documentation

- Proof of HIV: Documentation must predate the initial eligibility certification date.
- Proof of Income: The DSHS HOPWA Determining Household Annual Gross Income Guide outlines acceptable forms of documentation, whose income is counted, and income inclusions and exclusions. Documentation must be complete and cover the 30 days preceding the eligibility certification or recertification date.
- Proof of Residency: The household must reside in the Project Sponsor's HSDA. Documentation must be current as of the eligibility certification or recertification date.

Section 14. Program Activities

Housing Assistance and Supportive Services

To qualify for DSHS HOPWA Program housing assistance and supportive services:

- The household must first meet program eligibility requirements (see Section 13: Program Eligibility);
- The household must express understanding of program goals, program eligibility, service requirements, and rights and responsibilities and consent to program enrollment by signing [Form D: HOPWA Program Agreement](#);
- The household must provide [Form E: Demographic and Statistical Data](#) for all household members;
- The assisted unit must meet all Housing Quality Standards (see Section 10. Housing Quality Standards); and
- A Project Sponsor must obtain the owner's IRS Form W-9 before a check is issued for rent under TBRA, STRMU, FBHA, or PHP.

1. To receive TBRA services

- A. The household must already be housed;
- B. The gross rent of the proposed unit must be at or below the lower of the rent standard or the reasonable rent;
- C. At least one household member must be named on the current lease or utility bill; and
- D. The current lease must include a [VAWA Lease Addendum](#).

2. To receive STRMU services

- A. The household must already be housed;
- B. The, household must provide proof of a recent short-term emergency event that jeopardizes housing stability;
- C. At least one household member must be named on the current lease, mortgage, or utility bill; and
- D. The household can receive only 21 weeks of assistance in a 52-week period (local Caps may apply).

3. To receive STSH services

- A. The household must be homeless;
- B. The household can receive only 60 days of facility-based assistance in a six-month period (local Caps may apply).

4. To receive TSH services

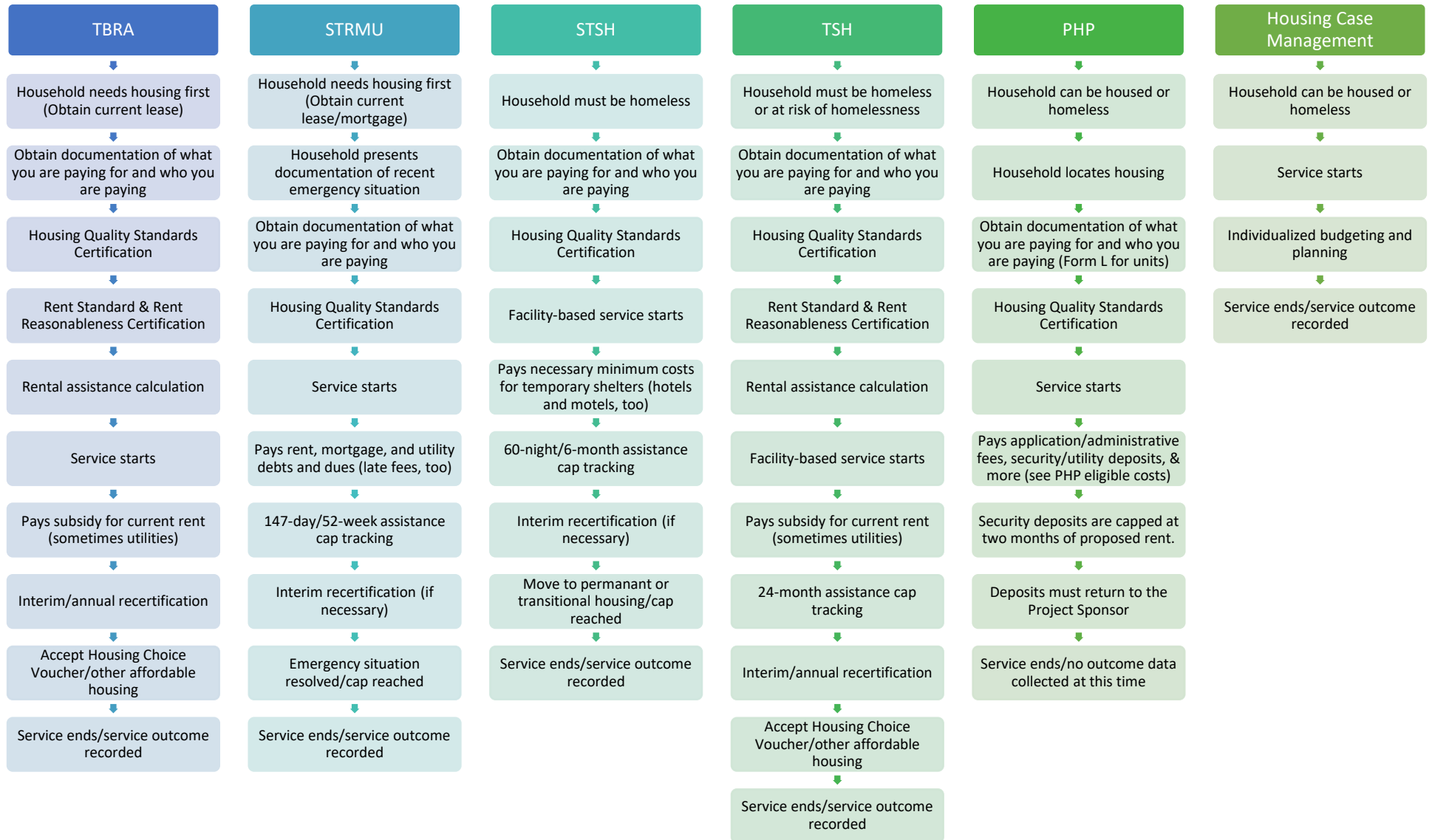
- A. The household must be homeless/at risk of homelessness;
- B. The gross rent of the proposed unit must be at or below the lower of the rent standard or the reasonable rent;
- C. At least one household member must be named on the current lease or utility bill;
- D. The current lease must include a [VAWA Lease Addendum](#); and
- E. The household can receive only 24 months of facility-based assistance (local Caps may apply).

5. To receive PHP services

- A. The household can be housed or homeless;
- B. The household must locate housing; and
- C. At least one household member must be named on [Form L: PHP Intent to Lease Worksheet](#) for initial move-in costs.

6. To receive Housing Case Management services

- A. The household can be housed or homeless; and
- B. The household must collaborate with their housing case manager to develop and comply with a comprehensive housing plan to achieve permanent sustainable housing and adhere to medical care.



Program Activities and Eligible Costs	A. TBRA	B. STRMU	C. STSH	D. TSH	E. PHP	F. Housing Case Management	G. Housing Information Services
1. Rent payments (for households with a lease)	Yes, if the unit meets Housing Quality Standards and rent standard/reasonableness. The amount of assistance is based on household income. Assistance is tenant-based and does not have a cap.	Yes, if within 21-week limit. The amount of assistance is based on household need and subject to negotiation.	No	Yes, if the unit meets Housing Quality Standards and rent standard/reasonableness. The amount of assistance is based on household income. Assistance is facility-based and capped at 24 cumulative months.	No	No	No
2. Mortgage payments (but not down-payment support for new units)	No	Yes, if within 21-week limit (for costs within the mortgage agreement). The amount of assistance is based on household need and subject to negotiation.	No	No	No	No	No, but can provide information on available homeownership programs.
3. First/last month's rent; credit checks; utility deposits, hookup fees, and processing costs; security deposits	Yes, first and/or last month's rent, but not utility deposits, hookup fees, and processing costs; or security deposits.	No	No	Yes, first and/or last month's rent, but not utility deposits, hookup fees, and processing costs; or security deposits.	Yes. Total rent payment (security deposit + first and/or last month's rent + rental arrears) is capped at two month's rent.	No	No
4. Utility payments (gas, electric, water and sewer)	Yes, if part of the rental payment and provided in the form of a utility reimbursement.	Yes, if within 21-week limit. The amount of assistance is based on household need and subject to negotiation.	No	Yes, if part of the rental payment and provided in the form of a utility reimbursement.	Yes, but only for utility deposits and hookup fees and processing costs.	No	No
5. Information and/or support to locate and apply for housing assistance	No	No	No	No	Yes, such as support and help to complete housing applications and eligibility screenings for tenancy or utilities for these units.	Yes, such as counseling to develop a housing service plan to establish stable permanent housing.	Yes, such as costs for providing materials that inform households of available housing and housing assistance programs.
6. Move-in support, such as supplies, furnishings, incidental costs, and minor repairs of housing units	No	No	Yes, allowable as a facility-based operating cost. Supplies, durable furnishings, and maintenance.	Yes, allowable as a facility-based operating cost. Supplies, durable furnishings, and maintenance.	No, but programs may coordinate with leveraged resources and donations for these purposes.	No	No
7. Other elements	No	Yes. Late fees and other penalties if, in the event of nonpayment, the household would be at risk of eviction or loss of housing.	Yes. Necessary minimum costs for temporary shelters, including hotels/motels, if within 60-day limit.	No	Yes. Application and administrative fees, rental insurance (limited to the first payment only), rental and utility arrears or other past expenses if a household must pay them to secure a new unit. Tenant counseling, reviewing leases with households, and mediation of disputes with owners at the time of placing the household into the unit.	Yes. Help to access other benefits, such as health-care and other supportive services.	Yes. Searching for and referring households to housing assistance and supportive services. Assisting with locating, acquiring, financing, and maintaining housing. Delivering housing counseling, guidance, and mediation. Holding housing information classes or presentations on life skills; unit cleaning, maintenance, and household budgeting.

Tenant-Based Rental Assistance (TBRA) Services

1. Purpose

TBRA is a rental subsidy used to help households obtain or maintain permanent housing, including assistance for shared housing arrangements, in the private rental housing market until they are able to enroll in the HCV Program or other affordable housing programs. Under TBRA, the household selects a housing unit of their choice. If the household moves out of the unit, payments to the owner will end and the household can move with continued assistance to another unit. TBRA is portable and moves with the household. TBRA households that fail to apply for the HCV Program and other affordable housing programs, renew applications as required, and/or accept assistance as offered may be terminated from the program (see Section 11. Linkage with Other Affordable Housing Programs).

2. Eligible Costs

Per 24 CFR §574.320(a)(1), the “maximum subsidy” is the monthly amount that may be paid to both the owner and to the utility vendor (see 8. Calculating Monthly Household and Project Sponsor Rent Payments and see 9. Utility Allowances and Reimbursements below). TBRA only pays current rental costs. In rare circumstances, TBRA can pay current utilities in the form of a utility reimbursement paid directly to a utility vendor. In shared housing arrangements where two or more unrelated households live together and divide rental costs, Project Sponsors must prorate rental assistance for the portion of the unit occupied by the enrolled household. Per 24 CFR §574.320(b), the rent charged must relate to the size of the private space for that household in comparison to other private space in the shared unit, excluding common space. An assisted household may be assigned a pro rata portion based on the ratio derived by dividing the number of bedrooms in their private space by the number of bedrooms in the unit. Participation in shared housing arrangements is voluntary.

NOTE: See Appendix H: Rental Assistance Instructions for Shared Housing Arrangements.

3. Ineligible Costs

While not an exhaustive list, TBRA cannot pay rental or utility debts, late or reconnect fees, or mortgages. Per 24 CFR §574.320(a)(1), TBRA cannot pay costs that exceed the “maximum subsidy” (see 2. Eligible Costs above). TBRA cannot pay initial move-in costs (e.g., application and administrative fees, security and utility deposits, etc.). However, initial move-in costs can be paid using PHP services.

NOTE: Households cannot receive TBRA, STRMU, or FBHA services at the same time (i.e., TBRA, STRMU, and FBHA service periods may not overlap).

4. Establishing Additional Service Restrictions

Project Sponsors may establish additional service restrictions for TBRA. HUD permits the use of local preference as a means of prioritizing benefits to those who are neediest. "Local Preferences" must be approved through HUD's Office of Fair Housing and Equal Opportunity (FHEO) to ensure that such practices do not discriminate or inadvertently exclude any persons either by design or omission. If a Project Sponsor establishes additional restrictions, they must collaborate with the AA to develop a local program policy. The AA must consult with DSHS and DSHS must consult with HUD before the policy is approved. For example, a Project Sponsor could restrict TBRA services to households at or below 30 percent of area median income per the household's county of residence. Or, a Project Sponsor could establish a cap on the amount of time a household can receive TBRA services. Or, a Project Sponsor could restrict TBRA services to waitlisted households or households in which a member is unemployed, being discharged from a hospital, a person with special needs, or presenting with some other specific situation.

5. Housing Status

Households must present evidence of tenancy in the private unassisted housing market. TBRA is designed to alleviate the rent burden of low-income households. As such, TBRA may not be used to assist mortgagors, homeless households, or households moving into a new housing arrangement.

A. Rent

To receive TBRA services, households must have a legal right to reside in the private unassisted unit and prove responsibility for paying the rent. Satisfactory evidence of tenancy includes a lease naming the eligible individual as the leaseholder or occupant. Generally, if the eligible individual is not named on a

valid lease either as a tenant or an occupant, the individual has no legal right to reside in the unit and is therefore unqualified for TBRA services (see Appendix I: Tenant Lease Provisions for additional guidance about lease components).

B. Utilities

In the event a household receiving TBRA services qualifies for a utility reimbursement, the difference must be paid to the utility vendor (see 9. Utility Allowances and Reimbursements below). Failure to provide a reimbursement of this amount would violate 24 CFR §574.310(d). To receive a utility reimbursement, a household member must have an account in their name with a utility company. Individuals who have prior criminal histories, poor credit or lack of rental history may not have utility accounts in their name; however, they may be responsible for paying these housing expenses. Such households must demonstrate proof of responsibility to make such payments by documenting a history of making payments and should not be excluded from receiving TBRA utility reimbursements based on the utility account not being in their name. For example, if a household's utility account is in someone else's name, a Project Sponsor could request a copy of the account holder's photo identification and a signed statement from the account holder confirming that the household is responsible for the utility payments.

6. Occupancy Standards

The intent of TBRA Occupancy Standards is to provide:

- A.** The smallest number of bedrooms needed by a household without overcrowding and
- B.** Guidelines for selecting a rent standard (see 7. Rent Standard and Rent Reasonableness below).

To be counted as a bedroom, the room must meet all Housing Quality Standards (see Section 10. Housing Quality Standards) and provide a private area where household members may sleep. If the only method to enter one area is to pass through another room, then the space may be counted as a living/sleeping area, but will not be counted as a bedroom. The living room may be counted as a living/sleeping area, but not a bedroom. Kitchens and bathrooms may not be counted as living/sleeping areas or bedrooms. Project Sponsors must determine the appropriate number of bedrooms needed by a household based on household composition. The following requirements apply when determining the appropriate unit size:

- A.** Size must provide the smallest number of bedrooms needed for all members without overcrowding.
- B.** Size must be consistent with space requirements under the Housing Quality Standards.
- C.** Size must be applied consistently for all households of like size and composition.
- D.** A child who is temporarily away from the home because of placement in foster care is considered a member of the household in determining the size.
- E.** A pregnant woman must be treated as two people in determining the size and small children (less than 2 years of age) may share a one-bedroom with a single parent.
- F.** Any live-in aide must be counted in determining the size.
- G.** Two elderly or disabled household members may be given separate bedrooms.

When determining the unit size that a household qualifies for, Project Sponsors may grant an exception to the standards if the exception is justified by the age, sex, health, disability, or relationship of household members or other personal circumstances. Exceptions must be documented by Project Sponsors in the household's file. The DSHS HOPWA Program uses the [HOPWA Rental Assistance Guidebook](#) to regulate allowable unit sizes.

TBRA Occupancy Standards: Permissible Unit Sizes			
Bedrooms	Minimum Number of Household Members	Maximum Number of Household Members	Maximum Occupancy if the Living Room is Used as a Sleeping Area
0	1	1	4
1	1	2	4
2	2	4	6
3	4	6	8
4	6	8	10
5	8	10	12

7. Rent Standard and Rent Reasonableness

Per 24 CFR §574.320(a), the gross rent of TBRA-assisted units cannot exceed the rent standard. The DSHS HOPWA Program uses Fair Market Rent (FMR) for the unit size per the household's county of residence as the rent standard. Alternatively, Project Sponsors may use a HUD-approved community-wide exception rent standard if one is locally available. Project Sponsors may request current copies of exception rent standard tables from local Housing Authorities. When choosing a rent standard, Project Sponsors must refer to the Occupancy Standards (see 6. Occupancy Standards above) to determine the number of bedrooms a household qualifies for, then select the corresponding rent standard. A household may occupy a unit that is smaller or larger than specified by the Occupancy Standards, but in such instances, Project Sponsors must use the rent standard for the lower of either the number of bedrooms allowed by the Occupancy Standards or the actual number of bedrooms in the proposed unit. For example, if a household qualifies for a one-bedroom unit, but occupies a two-bedroom unit, the Project Sponsor must use the rent standard for a one-bedroom unit. Similarly, if a household qualifies for a two-bedroom unit, but occupies a one-bedroom unit, the Project Sponsor must use the rent standard for a one-bedroom unit. An important point about the rent standard is that it includes both rent *and* utilities, or the "gross rent." Utilities include electricity, fuel (e.g., natural gas, oil), water, sewer, and trash removal. Telephone, internet, and cable are not included. When determining whether a proposed unit is within the rent standard, Project Sponsors need to know the amount of several costs, including:

- Rent being requested by the owner;
- Basic utilities included in the rent to the owner; and
- Basic utilities to be paid separately in addition to the rent paid to the owner.

The gross rent must also be reasonable in relation to rents for comparable unassisted units in the private market and must not be in excess of rents charged by the owner for comparable unassisted units. Project Sponsors should account for unit location, size, type, age, amenities, and utilities provided by the owners.

- *Size.* Proposed units should be compared to units with similar bedrooms, bathrooms, and square feet.
- *Type.* Proposed units should be compared to similar unit types (e.g., house, duplex, apartment, etc.).
- *Amenities.* Proposed units should be compared to units with similar amenities (appliances, patios, etc.).
- *Location.* Proposed units should be compared to units in the same areas.

Proposed units must be compared with two similar units. The gross rent of the proposed unit must be at or below the lower of the rent standard or the reasonable rent. To ensure compliance with this requirement, Project Sponsors must complete [Form H: Rent Standard and Rent Reasonableness Certification](#) for each proposed unit before TBRA services start and annual eligibility recertifications. Also, the form must be completed if household residency or rent have changed. If the gross rent of the proposed unit exceeds the lower of the rent standard or the reasonable rent, then TBRA services may not be provided. However, on a unit by unit basis, the Project Sponsor may increase the rent standard by up to 10 percent for up to 20 percent of the units that receive rental assistance (i.e., Project Sponsors may use 110 percent of the rent standard for 2 out of 10 of the combined households that receive TBRA or TSH services in a given program year). Project Sponsors must collaborate with the AA to develop a Rent Standard Increase policy and tracking method before increasing the rent standard for a proposed unit. The policy should describe the circumstances in which a Project Sponsor would increase the rent standard for a proposed unit. For example, the exception could be granted to a household that needs to be closer to a medical provider in the center of town where housing costs are higher.

NOTE: Project Sponsors must attach documentation of rent standard and rent reasonableness values to Form H (i.e., FMR or exception rent standard table, comparison unit values, and utility schedule).

NOTE: Before using an exception rent standard, Project Sponsors must obtain a copy of the exception rent standard table and documentation of the exception period and area. When completing Form H, Project Sponsors must ensure that the exception period is still effective and that the proposed unit is located within the exception area.

NOTE: The gross rent (rent + appropriate utility allowance) of the proposed unit cannot exceed the lower of the rent standard (FMR or exception rent standard) or reasonable rent (average of comparison units' rents + appropriate utility allowances) for the unit. If the gross rent of the proposed unit exceeds the lower of the rent standard or reasonable rent, the unit cannot be approved for TBRA services.

NOTE: See Appendix H: Rental Assistance Instructions for Shared Housing Arrangements.

8. **Calculating Monthly Household and Project Sponsor Rent Payments**

TBRA pays the difference between the contractual rent to the owner and the household's calculated rent payment. Project Sponsors make rental assistance payments directly to property owners and, in rare circumstances, to utility vendors in the form of a utility reimbursement. Per 24 CFR §574.310(d), households receiving TBRA services must pay as rent, including utilities, an amount which is the higher of: (1) 30 percent of the household's monthly adjusted income (adjustment factors include the age of the individual, medical expenses, size of household and child care expenses and are described in 24 CFR §5.611); (2) 10 percent of the household's monthly gross income; or (3) if the household is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the household's actual housing costs, is specifically designated by the agency to meet the household's housing costs, the portion of the payment that is designated for housing costs. The **Determining Household Annual Adjusted Income Guide** outlines acceptable forms of deduction verification and deduction calculation guidance. To accurately calculate the household's monthly rent payment to the owner and the Project Sponsor's monthly rental assistance payment to the owner, Project Sponsors must complete **Form I: Rental Assistance Worksheet** before TBRA services start and annual eligibility recertifications. Also, the form must be completed if household eligibility factors or rent have changed. The Project Sponsor's monthly payments to the owner and to the utility vendor depend on the contractual rent to the owner and any utility allowances the household qualifies for (see 9. Utility Allowances and Reimbursements below).

9. **Utility Allowances and Reimbursements**

Households receiving TBRA services must receive a utility allowance if they pay a separate utility vendor in addition to rent and utilities paid to the owner. Households only receive an allowance for utility costs that are not paid by another source. Allowances are prorated in shared housing arrangements (See Appendix H: Rental Assistance Instructions for Shared Housing Arrangements). Project Sponsors may request current copies of HUD-approved utility schedules from local Housing Authorities. Project Sponsors must use the utility allowance for the lower of either the number of bedrooms allowed by the Occupancy Standards or the actual number of bedrooms in the proposed unit. In the event a household's allowance exceeds the household rent payment, the household's adjusted rent payment is \$0.00 and the difference is paid to the utility vendor in the form of a utility reimbursement. Failure to provide a reimbursement of this amount would violate 24 CFR §574.310(d). Per 24 CFR §982.514, Project Sponsors must notify the household of the amount paid to the utility vendor and maintain a record of the notification in the household's file.

10. **TBRA Outcome Measures**

To measure the effectiveness of TBRA services, Project Sponsors must record household destination outcomes on **Form P: Service Outcome Assessment and Program Disenrollment Worksheet**. Form P must be completed if the household will be disenrolled from the program or continue to the next annual eligibility period. Outcome categories include:

Household Destination	Outcome
Continued to the next year Private housing Other HOPWA Other subsidy Institution	<i>Stable/Permanent Housing</i>
Temporary housing	<i>Temporarily Stable/Reduced Risk</i>
Emergency shelter/Streets Jail/Prison Disconnected/Unknown	<i>Unstable Arrangements</i>
Death	<i>Life Event</i>

Short-Term Rent, Mortgage, and Utility (STRMU) Services

1. Purpose

STRMU provides short-term, stabilizing interventions to households experiencing a financial crisis as a result of their HIV health condition or a change in their economic circumstances. STRMU is designed to prevent households from becoming homeless by helping them remain in their own dwellings, and when utilized together with other efforts, including access to health care services, case management, benefits counseling, and employment or vocational services, works to stabilize assisted households.

HUD and DSHS seek to foster long-term solutions to housing instability for households receiving time-limited housing assistance. Stand-alone STRMU payments are likely to create only a temporary solution for an unstable living arrangement unless connected to a long-term housing stabilization plan. Project Sponsors are encouraged to coordinate related housing efforts to assess the on-going housing needs of these households and provide access to other permanent housing options for HOPWA-eligible persons and their households as appropriate.

Individual housing and services plans include an assessment of the household's current resources and establishment of longer-term goals for the assisted household. When appropriate, these goals should involve efforts to restore self-sufficiency, develop job skills necessary for gainful employment, access public benefits, and/or enhance educational attainment, vocational rehabilitation, or life skills needed for future independence from housing support. Individual housing and services plans also serve as documentation that grantees and project sponsors have met the requirements for on-going assessments of housing assistance and supportive services in 24 CFR §574.500.

2. Eligible Costs

STRMU pays rental, mortgage, and utility debts and dues. STRMU can pay late fees and other penalties if, in the event of nonpayment, the household would be at risk of eviction or loss of housing. Unlike TBRA and TSH services, the amount of assistance provided is not limited to the lower of the rent standard or reasonable rent for the unit and households are not required to pay a portion of their income toward the rent or mortgage payment. However, if they are able, households should pay a portion of their housing costs as any portion paid by the household does not count against the 21-week STRMU benefit ceiling.

3. Ineligible Costs

STRMU cannot be provided to households receiving rental assistance for the same period of time from HOPWA or another federal, state, or local housing assistance program. For example, STRMU cannot pay the portion of rent that a household is responsible for if they are enrolled in the Housing Choice Voucher Program or receiving another type of rental assistance.

STRMU is established in statute to prevent a household from becoming homeless and, therefore, can only be used to prevent eviction from or the loss of a housing unit that is occupied by qualified persons. Accordingly, STRMU can only be used to assist someone currently in housing as an intervention to prevent homelessness. STRMU assistance cannot be provided to a household that is homeless. STRMU may not be provided to assist households in moving into a new housing arrangement. STRMU may not be used for moving assistance, security and utility deposits, or first month's rent.

In addition, STRMU mortgage assistance may not be used for the following activities: Support for an open line of credit or loan that was secured by the house; taxes and insurance paid separately after the first or second mortgage is paid in full; assistance for payment towards personal loans or credit debts secured against the unit; assistance for a second mortgage when the first mortgage payments are not current; or down-payment assistance to support purchase of new unit.

Furthermore, the costs of household supplies; furnishings; automobile/transportation repairs; and telephone, internet, and cable services are not eligible under STRMU.

NOTE: Households cannot receive TBRA, STRMU, or FBHA services at the same time (i.e., TBRA, STRMU, and FBHA service periods may not overlap).

4. Establishing Additional Service Restrictions

Project Sponsors may establish additional service restrictions for STRMU. HUD permits the use of local preference as a means of prioritizing benefits to those who are neediest. "Local Preferences" must be approved through HUD's Office of Fair Housing and Equal Opportunity (FHEO) to ensure that such practices do not discriminate or inadvertently exclude any persons either by design or omission. If a Project Sponsor establishes additional restrictions, they must collaborate with the AA to develop a local program policy. The AA must consult with DSHS and DSHS must consult with HUD before the policy is approved. For example, a Project Sponsor could restrict STRMU services to households experiencing specific types of emergencies or households in which a member is unemployed, being discharged from a hospital, a person with special needs, or presenting with some other specific situation.

5. Housing Status

Households must present evidence of residing in housing where they are either a tenant or mortgagor. STRMU is designed to help renters and homeowners remain in their current residence. As such, STRMU may not be provided to assist homeless households or households moving into new housing arrangements.

A. Rent

To receive STRMU rental assistance, households must have a legal right to reside in the private unassisted unit and prove responsibility for paying the rent. Satisfactory evidence of tenancy includes a lease naming the eligible individual as the leaseholder or occupant. Generally, if the eligible individual is not named on a valid lease either as a tenant or an occupant, the individual has no legal right to reside in the unit and is therefore unqualified for STRMU rental assistance. The following documents can also be used, but they are not preferred forms of documentation:

- Documentation that the individual has been responsible for rental payments (e.g., rental receipts, a cancelled check, or a copy of a money order from the tenant to the owner would satisfy this condition).
- A late payment notice or any other written communication from the owner to the tenant that provides evidence of tenancy would also be satisfactory.
- If not named on the lease, any written documentation from the owner that the individual is a legal resident of the property.

B. Mortgage

To receive STRMU mortgage assistance, households must demonstrate that they are the resident owner of mortgaged real property. Satisfactory evidence of ownership of encumbered property includes: A deed accompanied by a mortgage or a deed of trust; a mortgage or deed of trust default/late payment notice which identifies the eligible individual or other household member as the property owner/debtor; or, a valid, currently-dated title insurance policy identifying the eligible individual or other household member as the property owner/debtor. Project Sponsors should complete a careful assessment and an individual housing and services plan to determine that a household is able to maintain payments on mortgages after the period of assistance ends.

STRMU mortgage assistance may include costs for property taxes, insurance, and condo fees in some situations. Most homeowners are required to pay property taxes, mortgage insurance premiums, and/or fire and hazard insurance premiums as part of their monthly mortgage payment. For example, the Federal Housing Administration (FHA) requires that a homeowner's monthly payment include property taxes, special assessments (if applicable), flood insurance (if applicable), and fire or other hazard insurance premiums in addition to principal and interest (see 24 CFR §203.22 - §203.24). These additional charges are held in escrow for payment by the lender on behalf of the homeowner. Other forms of financing allow a mortgagor to pay for taxes, insurance, and condo fees separately. For STRMU, to the extent that taxes, insurance, condominium fees, or other building operation costs are included in the monthly mortgage payment either by federal regulation or the terms of the mortgage, these expenses may be included in STRMU mortgage assistance payments. STRMU mortgage assistance for taxes, insurance, or condo fees that are not included on the monthly mortgage statement may not be

paid. Other forms of assistance, such as homeownership programs, may provide alternative forms of support for costs not included on the mortgage payment statement.

STRMU mortgage assistance may include costs related to second mortgages. As a general matter, a second mortgage represents a lien on real property. Defaults on mortgages (e.g., nonpayment of loan(s), lapsed insurance, unpaid property taxes, among others) may lead homeowners to foreclosure and eviction. STRMU provides short-term mortgage payments regardless of priority (i.e. the first or second mortgages) to eliminate the threat of homelessness for an adequately housed eligible person.

C. Utilities

To receive STRMU utility assistance, a household must present evidence of residing in the private unassisted unit legally and a household member must have an account in their name with a utility company. Individuals who have prior criminal histories, poor credit, or lack of rental history may not have utility accounts in their name; however, they may be responsible for paying these housing expenses. Such households must demonstrate proof of responsibility to make such payments by documenting a history of making payments and should not be excluded from receiving STRMU utility assistance based on the utility account not being in their name. For example, if a household's utility account is in someone else's name, a Project Sponsor could request a copy of the account holder's photo identification and a signed statement from the account holder confirming that the household is responsible for utility payments.

6. Evidence of Need

STRMU is needs-based and intended to benefit HOPWA-eligible households that are experiencing a financial crisis arising from their HIV health condition or a change in economic circumstances. To qualify for STRMU, households must provide proof of a recent short-term emergency situation that jeopardizes housing stability. Additionally, households must demonstrate that they do not have the resources to meet their rent, mortgage, or utility costs and that they would be at risk of homelessness in the absence of STRMU. When a household is unable to make payments for monthly housing costs, STRMU may be used for costs that cannot be paid or reimbursed by other available resources. Project Sponsors must assess that the household's needs are for actual costs, that other resources such as household income are not reasonably available to pay the housing costs, and that STRMU will alleviate the payment delinquency so as to avoid homelessness and result in, at least, temporary stability for that household. Project Sponsors should also ensure that the household's on-going housing needs are assessed in connection with the development of an individual housing and services plan for the household.

Project Sponsors should establish a reasonable basis to quantify and verify the need for STRMU services. Also, Project Sponsors should be able to describe the unforeseen emergency and explain how it prevents or will prevent the household from paying housing costs. A household budget review of these costs and assessment of inability to meet such costs should be completed by a housing case manager and documented in the household's file. Examples include, but are not limited to:

- A.** A record of actual monthly bills for recurring costs, and evidence of the limited nature of household income along with limited available financial resources (i.e., balance on bank accounts).
- B.** A housing case manager's assessment of "need" which includes a variety of elements such as current, previous, and future month's financial situation, employment and benefits status, and HIV health-related conditions.

STRMU: Examples of Need	
Acceptable:	Unacceptable:
<ul style="list-style-type: none"> Household experiences a sudden loss of income due to changes in health Household has lost employment Household loses a source of income when household composition changes Household faces extraordinary and unexpected out of pocket health care costs 	<ul style="list-style-type: none"> Credit card debt for expenditures of a personal nature such as vacations, holiday gifts, home furnishings, personal grooming, pets etc. Automobile repairs or payments (unless essential for regular employment or full-time education, and where public transportation is inadequate) Payment of child support or alimony Payment of telephone, cell phone, or internet bill Payment of tickets, fines, or restitution Payment of personal loans or other financial obligations, other than rent, mortgage, or utilities
NOTE: This is a non-exhaustive list.	

Documentation in the form of a default/late payment notice is not required to demonstrate housing need. A late payment notice is only one of the methods that can be used to evidence a household's need for STRMU. Other ways to verify need and amounts owed include documentation of utility, mortgage or rent payments due and/or calls to the utility company, owner, or mortgage company prior to a late payment notice being issued, which could potentially help avoid added late fees as additional costs.

NOTE: Each request for STRMU assistance must be justified.

7. **STRMU Caps**

Project Sponsors may choose to implement Annual STRMU Payment and/or Time Caps as needed based on availability of HOPWA funds, clients' needs, and waitlists. The Payment Cap is defined as a specific dollar limit and the Time Cap is defined as a specific alternate number of days. Project Sponsors must collaborate with the AA to develop a STRMU Cap policy. Project Sponsors must apply the Cap in a uniform, consistent, and non-discriminatory manner. If a Project Sponsor establishes a cap, it must be approved by the AA and comply with the established DSHS Annual STRMU Cap formula (no less than one month of the rent standard for the unit size per the household's county of residence and no more than the Project Sponsor's budgeted STRMU funds per household per year). If a Project Sponsor establishes an Annual STRMU Payment and/or Time Cap, the total STRMU assistance provided to a household cannot exceed the Cap. If a household reaches a Cap, the assistance is attributable to the entire 147-day period. The 147-day limit *always* supersedes an established Cap.

8. **STRMU 52-Week Period**

Per 24 CFR §574.330(a)(1), STRMU payments to prevent the homelessness of the tenant or mortgagor of a dwelling may not be provided for costs accruing over a period of more than 147 days in any 52-week period. STRMU providers are, therefore, required to examine the periods of time covered by rent, mortgage, and utility costs to assure that assistance is not provided in excess of the eligible STRMU period.

The DSHS HOPWA Program defines the 52-week period as being household-specific. Project Sponsors must use [Form K1: STRMU Tracking Worksheet](#) to comply with this definition. Form K1 establishes a unique eligible STRMU period for each household based on the time period paid by the STRMU assistance. Using this method, the eligible STRMU period begins on the date that the STRMU assistance is first provided. The eligible STRMU period for a household would end 52 weeks after the first STRMU benefit started accruing. At the end of this 52-week period, the next eligible STRMU period would begin for that household. For example, the eligible STRMU period for a household that receives STRMU rent assistance for the full amount of April rent would begin on April 1 and end on March 31 of the following year. If that same household also had a utility bill in arrears for a period of time prior to April 1, the eligible STRMU period would begin on the earliest date that the assistance covers.

9. **STRMU 147-Day Tracking**

The DSHS HOPWA Program uses the 147-Day Methodology. This method is based on counting the actual days for which housing and/or utility payments are made on behalf of the STRMU-assisted household. The limit of 21 weeks is counted as 147 days of assistance in the 52-week period. Project Sponsors must use [Form K1: STRMU Tracking Worksheet](#) to comply with this methodology. STRMU may not be provided for costs accrued in excess of 147 days. If a Project Sponsor establishes an Annual STRMU or Alternate Time Cap, the total STRMU assistance provided to a household cannot exceed the Cap. If a household reaches a Cap, the assistance is attributable to the entire 147-day period. The 147-day limit *always* supersedes an established Cap.

A. **Example 1**

If a Project Sponsor paid a total utility bill and the metering period started on April 5th and ended on May 4th (30 days), the Project Sponsor would count this as 30 days of assistance.

B. **Example 2**

If a Project Sponsor paid a portion of the utility bill and the metering period started on April 5th and ended on May 4th (30 days), the days would be counted based on the amount that was paid by STRMU. For example, the total bill for April (30 days) is \$148.00 and the Project Sponsor pays \$100 of utility assistance. To calculate the days of assistance, divide \$148.00 by 30 days, which equals \$4.93 per day. Then, divide the \$100 payment by \$4.93 per day, which equals 20.3 days. With rounding, this utility assistance counts as 21 days.

NOTE: Utility metering periods (i.e., utility billing/metering/service period start and end dates as recorded on a utility bill) usually span two different months. On Form K1, Project Sponsors must enter utility bills in the month the metering period started and enter the full amount due for that metering period in the respective month. Also, they must enter the metering period start and end dates in the respective columns. For debts, Project Sponsors must obtain a ledger from the owner/utility vendor to correctly attribute debts to the correct months. Project Sponsors should not split utility metering periods between two months. Form K1 deduplicates the number of days assisted.

10. **Amount of Assistance**

Although STRMU does not require the household to pay a portion of their housing costs, assistance must not be used to relieve the household's responsibility to make housing payments in the absence of inability to pay. If a household is capable of paying some of their rent, mortgage, and/or utility costs, Project Sponsors may negotiate an appropriate household contribution amount. Such determinations limit STRMU assistance to the difference between the amounts due and the amount the household is able to pay. Project Sponsors should document any payments or contributions made by a household towards their rent, mortgage, and/or utility costs. This ensures that the full amount due is paid and avoids partial payments that may lead to evictions or utility cut-offs.

For example, through an assessment process, a Project Sponsor might determine that a household will be able to pay \$200.00 of their \$800.00 April (30 days) rent; the Project Sponsor will pay the remaining \$600.00. For tracking purposes, the number of days used would be only for the part of the monthly housing costs assisted by STRMU. In this example, 23 days would count towards the household's 147-day period. The household's rent payment of \$200.00 will decrease the amount of time that counts towards the 147-day period. If the household needed further assistance in the same 52-week period, that household would have more time remaining in its 147-day period than if the household had not made previous contributions towards the rent.

11. **STRMU Outcome Measures**

To measure the effectiveness of STRMU services, Project Sponsors must record household status outcomes on [Form P: Service Outcome Assessment and Program Disenrollment Worksheet](#). Form P must be completed if the household will be disenrolled from the program or continue to the next annual eligibility period. Outcome categories include:

Household Status	Outcome
Maintained private housing without subsidy <i>(Client received assistance and is stable, unlikely to seek additional support)</i> Other private housing without subsidy <i>(Client found new housing and is stable, unlikely to seek additional support)</i> Other HOPWA housing assistance (Permanent Housing) Other housing assistance (Permanent Housing) Institution <i>(e.g., residential and long-term care)</i>	<i>Stable/Permanent Housing</i>
Likely that additional STRMU is needed to maintain current housing	<i>Temporarily Stable</i>
Transitional facilities/short-term <i>(e.g., temporary or transitional with formal arrangement)</i> Temporary/non-permanent housing <i>(Client ended lease; moved in with someone; will live there 90 days or less)</i>	<i>Reduced Risk of Homelessness</i>
Emergency shelter/Street Jail/Prison Disconnected/Unknown	<i>Unstable Arrangements</i>
Death	<i>Life Event</i>

Additionally, Project Sponsors must report a household's STRMU history. These include (i) Household received STRMU services this operating year and the prior operating year (two consecutive years); and (ii) Household received STRMU services this operating year and the two prior operating years (three consecutive years).

Facility-Based Housing Assistance (FBHA) Services

FBHA encompasses all expenditures for or associated with supportive housing facilities including community residences, single-room occupancy (SRO) dwellings, short-term facilities, project-based rental assistance units, master leased units, and other housing facilities approved by HUD. Generally, FBHA is separated into three supportive housing categories for populations with special needs:

- Short-Term Supportive Housing (STSH);
- Transitional Supportive Housing (TSH); and
- Permanent Supportive Housing (PSH).

PSH facilities provide for continued residency as established by a lease or occupancy agreement and enable households to live as independently as possible. Unlike PSH facilities, STSH and TSH facilities are term- or service- limited. STSH facilities provide temporary shelters to households that are homeless as a bridge to permanent housing. TSH facilities allow households an opportunity to prepare for permanent housing and develop individualized housing plans that guide their linkage to permanent housing. The DSHS HOPWA Program currently limits FBHA to STSH and TSH services.

The AIDS Housing Opportunity Act provides resources and incentives for supportive housing facilities as an alternative to skilled nursing facilities or other such institutional settings. Households receiving FBHA services ought to need some level of supportive services to maintain stability and receive appropriate levels of care. Project Sponsors that wish to provide FBHA should consider their expertise in program and property management and capacity to deliver complex supportive housing services.

DSHS HOPWA Program											
Facility-Based Housing Assistance (FBHA)											
Short-Term Supportive Housing (STSH)						Transitional Supportive Housing (TSH)					
Single-Site			Scattered-Site			Single-Site			Scattered-Site		
Owned	Leased		Owned	Leased		Owned	Leased		Owned	Leased	
Operating	Leasing	Operating	Operating	Leasing	Operating	PBRA	Master Leasing	Operating	PBRA	Master Leasing	Operating

1. Approvals and Certifications

A. Approvals

If a Project Sponsor owns single-site or scattered-site facilities and will use FBHA to provide residence to households, DSHS must obtain a certification of approval from the unit of general local government in which the facility is located before the Project Sponsor may provide FBHA services.

B. Certifications

Excluding STSH payments to independent temporary shelter vendors (see Short-Term Supportive Housing (STSH) Services, 2. Eligible Costs), per 24 CFR §574.340, Project Sponsors that wish to provide FBHA must provide the following supportive services certifications to the AA:

- *Services.* A certification that the Project Sponsor or a service provider will provide supportive services as required by 24 CFR §574.310(a);
- *Funding.* A certification that the Project Sponsor will provide an analysis of necessary supportive services and a statement of how the services will be funded;
- *Capability.* A certification that the Project Sponsor or service provider is qualified to provide the supportive services.

2. Additional DSHS Requirements

Excluding STSH payments to independent temporary shelter vendors (see Short-Term Supportive Housing (STSH) Services, 2. Eligible Costs), Project Sponsors that wish to provide FBHA must collaborate with the AA to develop a comprehensive proposal and service delivery model. Proposals should address core FBHA components, including, but not limited to: Fiscal and operational capacity; funding sources and sustainability; the type of facility; program and property management; target populations and occupancy plan; staffing and supervising; service capability and delivery; roles and responsibilities; program and house rules; affirmative outreach and marketing; compliance with fair housing laws; etc. AAs will consider proposals, with DSHS oversight, on a case-by-case basis. The AA must consult with DSHS and DSHS must consult with HUD before a proposal is approved.

3. FBHA Outcome Measures

To measure the effectiveness of FBHA services (both STSH and TSH), Project Sponsors must record household destination outcomes on [Form P: Service Outcome Assessment and Program Disenrollment Worksheet](#). Form P must be completed if the household will be disenrolled from the program or continue to the next annual eligibility period. Outcome categories include:

Household Destination	Outcome
Continued to the next year Private housing Other HOPWA Other subsidy Institution	<i>Stable/Permanent Housing</i>
Temporary housing Emergency shelter/Streets	<i>Temporarily Stable/Reduced Risk</i>
Jail/Prison Disconnected/Unknown	<i>Unstable Arrangements</i>
Death	<i>Life Event</i>

Additionally, Project Sponsors must report the number of households whose TSH tenure exceeded 24 cumulative months (with advance written approval from DSHS).

Short-Term Supportive Housing (STSH) Services

1. Purpose

STSH provides temporary shelters to households that are homeless as a bridge to permanent housing. Households that are homeless are more likely to experience positive long-term housing stability when short-term assistance connects them to long-term assistance. STSH allows households an opportunity to develop individualized housing plans that guide their linkage to permanent housing. In providing STSH, Project Sponsors should work with households to create housing plans that address both short-term and long-term needs.

Per 24 CFR §574.330(c), Project Sponsors must, to the maximum extent practicable, provide each household receiving STSH services an opportunity for placement in permanent housing or housing appropriate to their assessed needs. Project Sponsors should initiate assessments of each households' supportive housing needs, begin development of an individualized housing and service plan, and consider the use of PHP and rental assistance or other affordable housing programs as needed to promote stable housing results. HUD and DSHS recognize that STSH services may not always lead directly to long-term housing stability and that service outcomes may not easily fit into simple categories. While households may not achieve full housing stability and independence from future short-term assistance, STSH services may temporarily mitigate the effects of homelessness or reduce households' risk for near-term homelessness.

2. Eligible Costs

STSH pays necessary minimum costs for temporary shelters, including post-incarceration re-entry facilities, recovery or respite facilities, sober or detoxification facilities, and other non-traditional housing arrangements on a nightly and/or bed-rate basis. Alternatively, STSH also pays for the necessary minimum costs of hotel or motel stays if no appropriate temporary shelter is available and a household has identified subsequent rental housing, but it is not immediately available for move-in. In this context, necessary minimum costs are limited to those that must be paid for a household to access and occupy a temporary shelter. Unlike TBRA and TSH services, the amount of assistance provided is not limited to the lower of the rent standard or reasonable rent for the unit and households are not required to pay a portion of their income toward the use of the facility. However, if they are able, households may pay a portion of their necessary minimum costs as any portion paid by the household does not count against the 60-day STSH benefit ceiling. STSH pays operating or leasing costs, including payments to independent temporary shelter vendors.

A. Operating Costs

If a Project Sponsor owns or leases single-site or scattered-site facilities and will provide STSH services to households, STSH pays facility operating costs. Project Sponsors may own or lease individual units or all or part of structures. The Project Sponsor provides residence to a household through an occupancy agreement. Project Sponsors may, but are not required to, charge the household an occupancy charge and collect any household payments (program income). Operating costs include maintenance, security, operation, insurance, utilities, furnishings, equipment, supplies, other incidental costs, and salary for staff costs directly related to the facility. [Maintenance](#) costs are limited to protective or preventative measures to keep a facility, its systems, and its grounds in working order; or repair or replacement of appliances or objects that are not fixtures or part of the building. If a Project Sponsor leases a facility, operating costs are limited to those that are not covered by the owner in the rental agreement.

B. Leasing Costs

If a Project Sponsor leases single-site or scattered-site facilities and will provide STSH services to households, STSH pays facility leasing costs. Project Sponsors may lease individual units or all or part of structures. In this arrangement, the Project Sponsor is the tenant and pays the total monthly rent for the facility. The Project Sponsor provides residence to a household through an occupancy agreement. Project Sponsors may, but are not required to, charge the household an occupancy charge and collect any household payments (program income). Project Sponsors may not use leasing funds for facilities owned by the Project Sponsor, their parent organization(s), any other related organization(s), or organizations that are members of a partnership where the partnership owns the structure without a HUD-authorized exception. STSH payments to independent temporary shelter vendors (i.e., payments to facilities a Project Sponsor does not own or lease) are considered leasing costs.

3. Ineligible Costs

While not an exhaustive list, STSH is not intended to provide long-term or continuous assistance in temporary shelters as there are other housing assistance programs intended to meet temporary or emergency shelter needs. STSH cannot pay rental, mortgage, or utility debts and dues. STSH cannot pay late or reconnect fees. STSH cannot pay initial move-in costs to establish permanent residence in which continued occupancy is expected, although initial move-in costs can be paid using PHP services. STSH cannot pay for any cost that would be unnecessary for a household to access and occupy a temporary shelter (e.g., hotel room service).

4. Establishing Additional Service Restrictions

Project Sponsors may establish additional service restrictions for STSH. HUD permits the use of local preference as a means of prioritizing benefits to those who are neediest. "Local Preferences" must be approved through HUD's Office of Fair Housing and Equal Opportunity (FHEO) to ensure that such practices do not discriminate or inadvertently exclude any persons either by design or omission. If a Project Sponsor establishes additional restrictions, they must collaborate with the AA to develop a local program policy. The AA must consult with DSHS and DSHS must consult with HUD before the policy is approved. For example, a Project Sponsor could restrict STSH services to households experiencing specific types of emergencies or households in which a member is unemployed, being discharged from a hospital, a person with special needs, or presenting with some other specific situation.

5. Housing Status

Households must be [homeless](#) as defined by HUD. If a household informs a Project Sponsor they are homeless, all household members 18 years of age or older must complete and sign [Form B: Self-Declaration of Residency](#) and select their homeless category. STSH is designed to provide temporary shelters to households that are homeless as a bridge to permanent housing. As such, STSH may not be provided to assist households that are already housed.

6. Facility Requirements

Per 24 CFR §574.330(b)(1), STSH facilities may not provide shelter or housing at any single time for more than 50 households.

7. STSH Caps

Project Sponsors may choose to implement six-month STSH Payment and/or Time Caps as needed based on availability of HOPWA funds, clients' needs, and waitlists. The Payment Cap is defined as a specific dollar limit and the Time Cap is defined as a specific alternate number of nights. Project Sponsors must collaborate with the AA to develop an STSH Cap policy. Project Sponsors must apply the Cap in a uniform, consistent, and non-discriminatory manner. If a Project Sponsor establishes a cap, it must be approved by the AA and comply with the established DSHS six-month STSH Cap formula (no less than one month of the rent standard for the unit size per the household's county of residence and no more than the Project Sponsor's budgeted STSH funds per household per year). If a Project Sponsor establishes a six-month STSH Payment and/or Time Cap, the total STSH assistance provided to a household cannot exceed the Cap. If a household reaches a Cap, the assistance is attributable to the entire 60-night period. The 60-night limit *always* supersedes an established Cap.

8. STSH Six-Month Period

Per 24 CFR §574.330(a)(1), STSH may not provide residence to any household for more than 60 days during any six-month period (i.e., temporary shelter payments may not be provided for costs accruing over a period of more than 60 nights in any six-month period). STSH providers are, therefore, required to examine the periods of time covered by temporary shelter costs to assure that assistance is not provided in excess of the eligible STSH period.

The DSHS HOPWA Program defines the six-month period as being household-specific. Project Sponsors must use [Form K2: STSH Tracking Worksheet](#) to comply with this definition. Form K2 establishes a unique eligible STSH period for each household based on the time period paid by the STSH assistance. Using this method, the eligible STSH period begins on the date that the STSH assistance is first provided. The eligible STSH period for a

household would end six months after the first STSH benefit started accruing. At the end of this six-month period, the next eligible STSH period would begin for that household. For example, the eligible STSH period for a household that received STSH assistance for the full cost of a stay that began on November 9 would begin on November 9 and end on May 8.

9. STSH 60-Night Tracking

The DSHS HOPWA Program uses a 60-Night Check-In/Check-Out Methodology. This method is based on counting the actual nights for which temporary shelter payments are made on behalf of the STSH-assisted household. Project Sponsors must use [Form K2: STSH Tracking Worksheet](#) to comply with this methodology. STSH may not be provided for costs accrued in excess of 60 nights. If a Project Sponsor establishes a six-month STSH or Alternate Time Cap, the total STSH assistance provided to a household cannot exceed the Cap. If a household reaches a Cap, the assistance is attributable to the entire 60-night period. The 60-night limit *always* supersedes an established Cap.

A. Example 1

If a Project Sponsor paid for the total cost of a motel stay and the check-in/check-out dates ranged from September 3 to October 14, the Project Sponsor would count this as 41 nights of assistance.

B. Example 2

If a Project Sponsor paid for a portion of the total cost of a motel stay, the nights would be counted based on the amount that was paid by STSH. For example, the total cost of a motel stay (41 nights) is \$2,583.65 and the Project Sponsor pays \$1,975.00 of STSH assistance. To calculate the nights of assistance, divide \$2,583.65 by 41 nights, which equals \$63.01 per night. Then, divide the \$1,975.00 payment by \$63.01 per night, which equals 31.3 nights. With rounding, this temporary shelter assistance counts as 32 nights.

NOTE: Project Sponsors are not required to calculate temporary shelter payments for and/or assess charges to households receiving STSH services.

10. Amount of Assistance

STSH does not require households to pay a portion of their temporary shelter costs. If a household is capable of paying some of their temporary shelter costs, Project Sponsors may negotiate an appropriate household contribution amount. Such determinations limit STSH assistance to the difference between the cost of temporary shelter and the amount the household is able to pay. Project Sponsors should document any payments or contributions made by a household towards their temporary shelter costs. This ensures that the total cost is paid and maintains the household's good standing with the Project Sponsor or independent temporary shelter vendor.

For example, through an assessment process, a Project Sponsor might determine that a household will be able to pay \$90.00 of their \$511.68 motel stay (7 nights); the Project Sponsor will pay the remaining \$421.68. For tracking purposes, the number of nights used would be only for the part of the temporary shelter cost assisted by STSH. In this example, 6 nights would count towards the household's 60-night period. The household's payment of \$90.00 will decrease the amount of time that counts towards the 60-night period. If the household needed further assistance in the same six-month period, that household would have more time remaining in its 60-night period than if the household had not made previous contributions towards the temporary shelter cost.

Transitional Supportive Housing (TSH) Services

1. Purpose

TSH provides up to 24 cumulative months of facility-based rental assistance to households that are homeless or at risk of homelessness, including assistance for shared housing arrangements. TSH allows households an opportunity to prepare for permanent housing and develop individualized housing plans that guide their linkage to permanent housing. TSH affords interim service-enriched residential settings to households until they transition to TBRA services or enroll in the HCV Program or other affordable housing programs. Unlike TBRA, the rental assistance subsidy is attached to a specific facility-based unit and is not otherwise portable or transferrable. TSH households that fail to apply for the HCV Program and other affordable housing programs, renew applications as required, and/or accept assistance as offered may be terminated from the program (see Section 11. Linkage with Other Affordable Housing Programs).

NOTE: DSHS may make exceptions to the 24-month cap on a case-by-case basis, if justified and with advance written approval from DSHS.

2. Eligible Costs

Per 24 CFR §574.320(a)(1), the “maximum subsidy” is the monthly amount that may be collected by the Project Sponsor and paid to the utility vendor (see 8. Calculating Monthly Household and Project Sponsor Rent Payments and see 9. Utility Allowances and Reimbursements below). TSH only pays current rental costs. In rare circumstances, TSH can pay current utilities in the form of a utility reimbursement paid directly to a utility vendor. In shared housing arrangements where two or more unrelated households live together and divide rental costs, Project Sponsors must prorate rental assistance for the portion of the unit occupied by the enrolled household. Per 24 CFR §574.320(b), the rent charged must relate to the size of the private space for that household in comparison to other private space in the shared unit, excluding common space. An assisted household may be assigned a pro rata portion based on the ratio derived by dividing the number of bedrooms in their private space by the number of bedrooms in the unit. Participation in shared housing arrangements is voluntary.

NOTE: See Appendix H: Rental Assistance Instructions for Shared Housing Arrangements.

A. Project-Based Rental Assistance

If a Project Sponsor owns single-site or scattered-site facilities and will provide TSH services to households, TSH pays project-based rental assistance (PBRA) costs. Project Sponsors may own individual units or all or part of structures. The Project Sponsor provides residence to a household through a lease and collects monthly household rent payments (program income) and rental assistance subsidies. If a Project Sponsor collects PBRA subsidies, it cannot bill for facility operating costs.

B. Master Leasing

If a Project Sponsor leases single-site or scattered-site facilities and will provide TSH services to households, TSH pays master-leasing costs. Project Sponsors may lease individual units or all or part of structures. In this arrangement, the Project Sponsor is the tenant and pays the total monthly rent for the facility. The Project Sponsor provides residence to a household through a sublease and collects monthly household rent payments (program income) and rental assistance subsidies. Project Sponsors may not master lease facilities owned by the Project Sponsor, their parent organization(s), any other related organization(s), or organizations that are members of a partnership where the partnership owns the structure without a HUD-authorized exception. If a Project Sponsor collects master-leasing subsidies, it cannot bill for facility leasing costs.

C. Operating Costs

If a Project Sponsor leases single-site or scattered-site facilities and will provide TSH services to households, TSH pays facility operating costs. Operating costs include maintenance, security, operation, insurance, utilities, furnishings, equipment, supplies, other incidental costs, and salary for staff costs directly related to the facility. [Maintenance](#) costs are limited to protective or preventative measures to keep a facility, its systems, and its grounds in working order; or repair or replacement of appliances or objects that are not fixtures or part of the building. If a Project Sponsor leases a facility, operating costs are limited to those that are not covered by the owner in the rental agreement.

3. **Ineligible Costs**

While not an exhaustive list, TSH cannot pay rental or utility debts, late or reconnect fees, or mortgages. Per 24 CFR §574.320(a)(1), TSH cannot pay costs that exceed the “maximum subsidy” (see 2. Eligible Costs above). TSH cannot pay initial move-in costs (e.g., application and administrative fees, security and utility deposits, etc.). However, initial move-in costs can be paid using PHP services.

NOTE: Households cannot receive TSH and STRMU or TBRA services at the same time (i.e., TSH and STRMU or TBRA service periods may not overlap).

4. **Establishing Additional Service Restrictions**

Project Sponsors may establish additional service restrictions for TSH. HUD permits the use of local preference as a means of prioritizing benefits to those who are neediest. "Local Preferences" must be approved through HUD's Office of Fair Housing and Equal Opportunity (FHEO) to ensure that such practices do not discriminate or inadvertently exclude any persons either by design or omission. If a Project Sponsor establishes additional restrictions, they must collaborate with the AA to develop a local program policy. The AA must consult with DSHS and DSHS must consult with HUD before the policy is approved. For example, a Project Sponsor could restrict TSH services to households at or below 30 percent of area median income per the household's county of residence. Or, a Project Sponsor could establish a more restrictive cap on the number of months a household can receive TSH services. Or, a Project Sponsor could restrict TSH services to waitlisted households or households in which a member is unemployed, being discharged from a hospital, a person with special needs, or presenting with some other specific situation.

5. **Housing Status**

Households must be [homeless](#) or [at risk of homelessness](#) as defined by HUD. If a household informs a Project Sponsor they are homeless, all household members 18 years of age or older must complete and sign **Form B: Self-Declaration of Residency** and select their homeless category. Households must present evidence of tenancy in a TSH-assisted unit.

A. Rent

To receive TSH services, households must have a legal right to reside in the TSH-assisted unit and prove responsibility for paying the rent. Satisfactory evidence of tenancy includes a lease naming the eligible individual as the leaseholder or occupant. Generally, if the eligible individual is not named on a valid lease either as a tenant or an occupant, the individual has no legal right to reside in the TSH-assisted unit and is therefore unqualified for TSH services (see Appendix I: Tenant Lease Provisions for additional guidance about lease components).

B. Utilities

In the event a household receiving TSH services qualifies for a utility reimbursement, the difference must be paid to the utility vendor (see 9. Utility Allowances and Reimbursements below). Failure to provide a reimbursement of this amount would violate 24 CFR §574.310(d). To receive a utility reimbursement, a household member must have an account in their name with a utility company. Individuals who have prior criminal histories, poor credit or lack of rental history may not have utility accounts in their name; however, they may be responsible for paying these housing expenses. Such households must demonstrate proof of responsibility to make such payments by documenting a history of making payments and should not be excluded from receiving TSH utility reimbursements based on the utility account not being in their name. For example, if a household's utility account is in someone else's name, a Project Sponsor could request a copy of the account holder's photo identification and a signed statement from the account holder confirming that the household is responsible for the utility payments.

6. **Occupancy Standards**

The intent of TSH Occupancy Standards is to provide:

- A.** The smallest number of bedrooms needed by a household without overcrowding and
- B.** Guidelines for selecting a rent standard (see 7. Rent Standard and Rent Reasonableness below).

To be counted as a bedroom, the room must meet all Housing Quality Standards (see Section 10. Housing Quality Standards) and provide a private area where household members may sleep. If the only method to enter one area is to pass through another room, then the space may be counted as a living/sleeping area, but will not be counted as a bedroom. The living room may be counted as a living/sleeping area, but not a bedroom. Kitchens and bathrooms may not be counted as living/sleeping areas or bedrooms. Project Sponsors must determine the appropriate number of bedrooms needed by a household based on household composition. The following requirements apply when determining the appropriate unit size:

- A. Size must provide the smallest number of bedrooms needed for all members without overcrowding.
- B. Size must be consistent with space requirements under the Housing Quality Standards.
- C. Size must be applied consistently for all households of like size and composition.
- D. A child who is temporarily away from the home because of placement in foster care is considered a member of the household in determining the size.
- E. A pregnant woman must be treated as two people in determining the size and small children (less than 2 years of age) may share a one-bedroom with a single parent.
- F. Any live-in aide must be counted in determining the size.
- G. Two elderly or disabled household members may be given separate bedrooms.

When determining the unit size that a household qualifies for, Project Sponsors may grant an exception to the standards if the exception is justified by the age, sex, health, disability, or relationship of household members or other personal circumstances. Exceptions must be documented by Project Sponsors in the household's file. The DSHS HOPWA Program uses the [HOPWA Rental Assistance Guidebook](#) to regulate allowable unit sizes.

TSH Occupancy Standards: Permissible Unit Sizes			
Bedrooms	Minimum Number of Household Members	Maximum Number of Household Members	Maximum Occupancy if the Living Room is Used as a Sleeping Area
0	1	1	4
1	1	2	4
2	2	4	6
3	4	6	8
4	6	8	10
5	8	10	12

7. Rent Standard and Rent Reasonableness

Per 24 CFR §574.320(a), the gross rent of TSH-assisted units cannot exceed the rent standard. The DSHS HOPWA Program uses Fair Market Rent (FMR) for the unit size per the household's county of residence as the rent standard. Alternatively, Project Sponsors may use a HUD-approved community-wide exception rent standard if one is locally available. Project Sponsors may request current copies of exception rent standard tables from local Housing Authorities. When choosing a rent standard, Project Sponsors must first refer to the Occupancy Standards (see 6. Occupancy Standards above) to determine the number of bedrooms a household qualifies for, then select the corresponding rent standard. A household may occupy a unit that is smaller or larger than specified by the Occupancy Standards, but in such instances, Project Sponsors must use the rent standard for the lower of either the number of bedrooms allowed by the Occupancy Standards or the actual number of bedrooms in the proposed unit. For example, if a household qualifies for a one-bedroom unit, but occupies a two-bedroom unit, the Project Sponsor must use the rent standard for a one-bedroom unit. Similarly, if a household qualifies for a two-bedroom unit, but occupies a one-bedroom unit, the Project Sponsor must use the rent standard for a one-bedroom unit. An important point about the rent standard is that it includes both rent *and* utilities, or the "gross rent." Utilities include electricity, fuel (e.g., natural gas, oil), water, sewer, and trash removal. Telephone, internet, and cable are not included. When determining whether a proposed unit is within the rent standard, Project Sponsors need to know the amount of several costs, including:

- Rent being requested by the owner;
- Basic utilities included in the rent to the owner; and
- Basic utilities to be paid separately in addition to the rent paid to the owner.

The gross rent must also be reasonable in relation to rents for comparable unassisted units in the private market and must not be in excess of rents charged by the Project Sponsor for comparable unassisted units. Project Sponsors should account for unit location, size, type, age, amenities, and utilities they will provide.

- *Size.* Proposed units should be compared to units with similar bedrooms, bathrooms, and square feet.
- *Type.* Proposed units should be compared to similar unit types (e.g., house, duplex, apartment, etc.).
- *Amenities.* Proposed units should be compared to units with similar amenities (appliances, patios, etc.).
- *Location.* Proposed units should be compared to units in the same areas.

Proposed units must be compared with two similar units. The gross rent of the proposed unit must be at or below the lower of the rent standard or the reasonable rent. To ensure compliance with this requirement, Project Sponsors must complete [Form H: Rent Standard and Rent Reasonableness Certification](#) for each proposed unit before TSH services start and annual eligibility recertifications. Also, the form must be completed if household residency or rent have changed. If the gross rent of the proposed unit exceeds the lower of the rent standard or the reasonable rent, then TSH services may not be provided. However, on a unit by unit basis, the Project Sponsor may increase the rent standard by up to 10 percent for up to 20 percent of the units that receive rental assistance (i.e., Project Sponsors may use 110 percent of the rent standard for 2 out of 10 of the combined households that receive TBRA or TSH services in a given program year). Project Sponsors must collaborate with the AA to develop a Rent Standard Increase policy and tracking method before increasing the rent standard for a proposed unit. The policy should describe the circumstances in which a Project Sponsor would increase the rent standard for a proposed unit. For example, the exception could be granted to a household that needs to be closer to a medical provider in the center of town where housing costs are higher.

NOTE: Project Sponsors must attach documentation of rent standard and rent reasonableness values to Form H (i.e., FMR or exception rent standard table, comparison unit values, and utility schedule).

NOTE: Before using an exception rent standard, Project Sponsors must obtain a copy of the exception rent standard table and documentation of the exception period and area. When completing Form H, Project Sponsors must ensure that the exception period is still effective and the proposed unit is located within the exception area.

NOTE: The gross rent (rent + appropriate utility allowance) of the proposed unit cannot exceed the lower of the rent standard (FMR or exception rent standard) or reasonable rent (average of comparison units' rents + appropriate utility allowances) for the unit. If the gross rent of the proposed unit exceeds the lower of the rent standard or reasonable rent, the unit cannot be approved for TSH services.

NOTE: See Appendix H: Rental Assistance Instructions for Shared Housing Arrangements.

8. Calculating Monthly Household and Project Sponsor Rent Payments

TSH pays the difference between the contractual rent to the Project Sponsor and the household's calculated rent payment. Project Sponsors collect rental assistance subsidies and, in rare circumstances, make payments to utility vendors in the form of a utility reimbursement. Per 24 CFR §574.310(d), households receiving TSH services must pay as rent, including utilities, an amount which is the higher of: (1) 30 percent of the household's monthly adjusted income (adjustment factors include the age of the individual, medical expenses, size of household and child care expenses and are described in 24 CFR §5.611); (2) 10 percent of the household's monthly gross income; or (3) if the household is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the household's actual housing costs, is specifically designated by the agency to meet the household's housing costs, the portion of the payment that is designated for housing costs. The [Determining Household Annual Adjusted Income Guide](#) outlines acceptable forms of deduction verification and deduction calculation guidance. To accurately calculate the household's monthly rent payment to the Project Sponsor and the Project Sponsor's monthly rental assistance subsidy, Project Sponsors must complete [Form I: Rental Assistance Worksheet](#) before TSH services start and annual eligibility recertifications. Also, the form must be completed if household eligibility factors or rent have changed. The Project Sponsor's monthly rental assistance subsidy and payment to the utility vendor depend on the contractual rent to the Project Sponsor and any utility allowances the household qualifies for (see 9. Utility Allowances and Reimbursements below).

9. Utility Allowances and Reimbursements

Households receiving TSH services must receive a utility allowance if they pay a separate utility vendor in addition to rent and utilities paid to the Project Sponsor. Households only receive an allowance for utility costs that are not paid by another source. Allowances are prorated in shared housing arrangements (See Appendix H: Rental Assistance Instructions for Shared Housing Arrangements). Project Sponsors may request current copies of HUD-approved utility schedules from local Housing Authorities. Project Sponsors must use the utility allowance for the lower of either the number of bedrooms allowed by the Occupancy Standards or the actual number of bedrooms in the proposed unit. In the event a household's allowance exceeds the household rent payment, the household's adjusted rent payment is \$0.00 and the difference is paid to the utility vendor. Project sponsors cannot keep any portion of the reimbursement for their own use. Failure to provide a reimbursement of this amount would violate 24 CFR §574.310(d). Per 24 CFR §982.514, Project Sponsors must notify the household of the amount paid to the utility vendor and maintain a record of the notification in the household's file.

Permanent Housing Placement (PHP) Services

1. Purpose

Per 24 CFR §574.300(b)(7), PHP services may be used to help households access and establish permanent residence in which continued occupancy is expected. PHP can be used as a standalone service or in conjunction with other HOPWA or non-HOPWA housing assistance services. Project Sponsors that wish to provide PHP should consider their current program funds, need for move-in assistance within their HSDA, and capacity to maintain accounting records for returned security and utility deposits ("program income").

2. Eligible Costs

A. Service Delivery Costs

Eligible PHP service delivery costs include activities that assist households locate housing that meets all Housing Quality Standards (see Section 10. Housing Quality Standards). PHP personnel costs include staff time spent conducting assessments of household needs and conducting initial unit inspections. PHP service costs may also include the following: Providing tenant counseling; assisting households to understand leases, secure utilities, and make moving arrangements; and mediating tenant and/or owner issues that may arise while placing the household in a new unit.

B. Housing Assistance Costs

Eligible PHP housing assistance costs include: Application fees charged by owners/representatives; administrative fees charged in lieu of or in addition to a security deposit and other initial move-in costs (sometimes structured as refundable or non-refundable); related credit, rental, and criminal background checks; rental insurance (limited to a single payment for the first month of coverage or limited to a single initial payment for multiple months of coverage); utility deposits, hookup fees, and processing fees paid directly to the utility vendor; first and/or last month's rent or prorated rent (when required for occupancy and no ongoing housing subsidy, whether via HOPWA or another program, is expected); and security deposits required for lease approval and occupancy. PHP housing assistance costs may also cover rental and utility arrears (including accumulated late fees, eviction costs, and related monetary penalties) if these debts present a barrier to obtaining permanent housing or establishing utility services in a new unit. If a Project Sponsor will pay arrears, the Project Sponsor must document that the payment is required and justified in order for the household to secure a new unit or establish utility services. The total amount of PHP assistance provided to a household for the 1) security deposit, 2) first month's rent, 3) last month's rent, and/or 4) rental arrears (paid to the same owner) cannot exceed the value of two months' rent for the new unit. PHP assistance for rental costs (including the security deposit) is subject to the two-month rent cap. PHP assistance for non-rental costs, such as fees, inquires, and insurance is not capped. PHP assistance for utility deposits, hookup fees, and arrears is not capped.

3. Ineligible Costs

While not an exhaustive list, the following costs are not eligible under PHP: Costs for housing supplies, furniture, or appliances; smoke detectors (owners are responsible for providing and maintaining smoke detectors for

renters; Project Sponsors may use local fire programs or hardware store donations to provide smoke detectors for mortgagors); minor repairs to the unit associated with the move-in; and other incidental costs for occupancy of the housing unit. While these items are not eligible as PHP costs, Project Sponsors may make use of leveraged funds or donations to address any related needs for other move-in support. PHP cannot pay for moving costs, such as moving trucks or hired movers. PHP cannot pay for the first and/or last month's rent or prorated rent when another ongoing housing subsidy will also be provided (e.g., rental assistance via HOPWA or another program). PHP cannot pay for the cost of the first utility metering period (i.e., PHP can only pay for deposits and costs for service activation). Also, Project Sponsors may not use PHP funds to break and buy-out the remainder of a household's current lease agreement as part of a broader strategy of 1) securing a new permanent residence in which continued occupancy is expected while 2) averting a negative impact to the household's rental history.

4. Housing Status

Households can be housed or homeless. PHP can assist households find and move into more affordable, permanent housing arrangements if long-term housing stability is not expected in their current arrangements. Similarly, if PHP can assist homeless households establish permanent residence in which continued occupancy is expected. Owners/representatives are unlikely to execute a lease agreement with the household if initial move-in costs have not been paid in advance. In the absence of a lease (i.e., a supporting document that verifies housing costs), Project Sponsors must provide **Form L: PHP Intent to Lease Worksheet** to owners/representatives of the property. Form L serves as a supporting document that verifies initial move-in costs. Owners/Representatives must complete and return Form L to Project Sponsors. Project Sponsors must use the information on Form L to coordinate a payment to the owner for initial move-in costs.

NOTE: Supporting documentation for a utility deposit can include the first utility bill the household receives if the deposit is included in the first bill or a statement from the utility provider with the required deposit amount.

5. Security and Utility Deposit Tracking

If an owner or utility vendor fully or partially refund a security or utility deposit when the assisted household leaves a unit, it must be returned to the Project Sponsor (see Appendix C: Permanent Housing Placement Accounting Guidelines). Project Sponsors must maintain a record of all deposits and make a good faith effort to recover program funds upon the household's departure from a unit. Project Sponsors must collaborate with the AA to develop a system of tracking all deposits made and returned. If a deposit is returned to the Project Sponsor, it should be reported as "program income" on the Program Progress Report.

6. Additional DSHS Requirements

Before providing PHP services, Project Sponsors must:

- A. Complete the Project Sponsor PHP Application (Appendix D: Project Sponsor PHP Application Form) and submit it to the AA. The AA will submit the application to hivstdreport.tech@dshs.texas.gov on behalf of Project Sponsors for approval;
- B. Obtain accounting technical assistance from the DSHS Fiscal Monitoring Unit (FMU);
- C. Follow the DSHS Accounting Guidelines for documenting PHP services (Appendix C: Permanent Housing Placement Accounting Guidelines); and
- D. Submit revised Project Sponsor Data Sheets (Appendix E: HOPWA Project Sponsor Data Sheet) to the AA. The AA will submit the data sheet to hivstdreport.tech@dshs.texas.gov on behalf of Project Sponsors for approval.

7. PHP Outcome Measures

PHP services do not have outcome measures at this time.

Housing Case Management Services

1. Purpose

Per 24 CFR §574.300, supportive services include, but are not limited to, health, mental health, assessment, substance use treatment and counseling, day care, personal assistance, nutritional services, intensive care when required, and assistance in gaining access to local, State, and Federal government benefits and services, except

that health services may only be provided to individuals with acquired immunodeficiency syndrome or related diseases and not to other household members living with these individuals. The DSHS HOPWA Program currently limits the use of Supportive Service funds to housing case management. Supportive Services may be provided in conjunction with HOPWA housing assistance services (TBRA, STRMU, FBHA, and PHP) or as a standalone service (Supportive Services Only).

As described in 24 CFR §574.500(b), Project Sponsors must conduct ongoing assessments of the housing assistance and supportive services required by households enrolled in the program. Additionally, Project Sponsors must assure that adequate supportive services are made available to all households enrolled in the program. These supportive services do not have to be HOPWA-funded. Project Sponsors have the discretion to fund these services directly or to ensure that households are connected to non-HOPWA funded supportive services that are available in the community.

Per HUD's [HOPWA Rental Assistance Guidebook](#) (pages 36 – 37), Housing Case Management is considered a central component of HOPWA supportive services and key to successful program outcomes for housing stability and access to care. "Housing case management" simply means that the central emphasis of a case manager's work with a household is placed on housing issues, including evaluation of housing options, housing stability, and housing-specific goals. The core functions of Housing Case Management should include engagement, assessment, goal-setting, service coordination, and discharge planning. All Project Sponsors should make Housing Case Management available to households and strongly encourage households to make use of this service. The intensity or level of housing case management that a Project Sponsor provides to a household will depend upon the household's assessed level of need.

2. Eligible Costs

Housing Case Management can pay appropriate portions of worker time and effort, including costs for:

- A. Assessing households' housing status, primary housing barriers, and other needs;
- B. Assessing eligible individuals' need for medical care;
- C. Developing individualized housing plans and budgets;
- D. Implementing and maintaining housing plans with regular updates;
- E. Coordinating referrals and services for housing, medical care, and other mainstream benefits;
- F. Evaluating and reevaluating progress made toward housing plan goals and tasks;
- G. Documenting housing assistance and supportive service outcomes; and
- H. Maintaining housing case notes for each household assisted.

Project Sponsors may leverage Housing Case Management costs using an alternate funding source (e.g. Ryan White). Housing Case Management must be provided in accordance with the DSHS Ryan White Part B Case Management Standards from the [HIV Core and Support Service Categories](#).

3. Ineligible Costs

While not an exhaustive list, Housing Case Management cannot pay for costs that are eligible under TBRA, STRMU, FBHA, or PHP. Housing Case Management cannot pay for general psychosocial or medical case management time.

4. Housing Status

Project Sponsors may provide Housing Case Management to both housed and homeless households.

5. Housing Plans and Budgets

All households must have a housing plan. Additionally, DSHS recommends that Project Sponsors work with households to create a budget. Project Sponsors should complete [Form M: Budget Worksheet](#) and must complete [Form N: Housing Plan](#) for each household enrolled in the program. Housing case managers should work with households to establish or maintain affordable and stable housing, reduce their risk of homelessness, and improve their access to health care and supportive services. The plan should promote housing stability without fostering long-term dependency on program services. As such, Project Sponsors should document their

efforts to assist households locate other housing assistance. Housing plans should be individualized to the needs of the household and note which parties are responsible for which tasks or interventions. Goals should be written to include the following:

- Statement of goal(s) the household plans to achieve
- Action steps designed to attain the goal(s)
- Timeframe for achieving the goal(s) and completing action step(s)
- Specific outcome(s) to achieve
- Support needed to achieve goal(s)
- Tasks to be accomplished by the household and the housing case manager

NOTE: Use of Forms M and N are optional – Project Sponsors may use their preferred budgeting form and housing plan form. Alternate budget and/or housing plan forms should contain similar levels of detail.

For example, a Project Sponsor could work with TBRA-assisted households to develop a plan that safeguards against future crises, identifies on-going housing stability goals, and includes a strategy for accessing and maintaining adherence to medical care. Or, Project Sponsors could work with STRMU-assisted households to develop a plan that addresses immediate housing assistance needs and short-term steps that would help stabilize a presenting emergency situation.

A household's housing plan should have goals, prioritized tasks, target dates, and clear intent. Plans are living documents, subject to updates and revisions as situations, goals, and strategies for achieving goals change. Housing assistance should only be provided to households that demonstrate adherence to their plans. Housing case managers must follow up with clients to monitor their progress and needs. If a household is not adhering to their housing plan or DSHS HOPWA Program rules, or if a Project Sponsor has reason to believe the household is committing fraud or inappropriately using program services, the Project Sponsor may terminate the household from the program per their termination policies and procedures see (Section 16. Termination).

A budget should be based on actual income and expenditures and can be used to understand household spending patterns. For example, a budget could assess the last 30 days of income and expenditures to better understand recent spending and determine current available financial resources. The plan, with the budget, could address money management issues (particularly if housing instability is related to poor money management practices, such as the use of credit cards or cash for non-essential items or entertainment activities). Form M can also be used to plan and prioritize future expenditures to promote financial stability.

6. **Housing Case Management Outcome Measures**

To measure the effectiveness of this support, Project Sponsors must record access to care and support outcomes on **Form P: Service Outcome Assessment and Program Disenrollment Worksheet**. Form P must be completed if the household will be disenrolled from the program or continue to the next annual eligibility period. Outcome categories include:

Check all that apply	Outcome
Received Housing Case Management (Supportive Services or leveraged)	<i>Support for Stable Housing</i>
Has a housing plan for maintaining or establishing stable on-going housing	
Had contact with a case manager per service plan schedule	
Had contact with a primary health care provider per service plan schedule	<i>Access to Health Care</i>
Accessed or maintained medical insurance/assistance	
Accessed or maintained sources of income	<i>Sources of Income</i>
Obtained an income-producing job	

Housing Information Services (HIS)

1. **Purpose**

Per 24 CFR §574.300, Housing Information Services include, but are not limited to, counseling, information, and referral services to assist households with locating, acquiring, financing, and maintaining housing. This may also include fair housing guidance for households that have encountered discrimination on the basis of race, color,

religion, sex, age, national origin, familial status, or disability. Housing counseling, as defined in 24 CFR §5.100, that is funded with or provided in connection with HOPWA funds must be carried out in accordance with 24 CFR §5.111 and should be performed by a certified housing counseling agency. Also, the content and process of housing counseling must meet the standards outlined in 24 CFR §214.

NOTE: Counseling, information, and referral activities that are incidental to a larger set of Housing Case Management activities do not meet the definition of housing counseling as defined in 24 CFR §5.100 and are not required to be carried out in accordance with 24 CFR §5.111.

2. Eligible Costs

Housing Information Services may be used for direct and indirect costs as governed by 24 CFR §200 et seq. related to:

- A. Exploring households' housing status, barriers, and needs;
- B. Searching for and referring households to available and appropriate housing or shelter;
- C. Providing services that assist with locating, acquiring, financing, and maintaining housing;
- D. Advocating on behalf of households with housing barriers;
- E. Delivering qualified housing counseling, fair housing guidance, and landlord/tenant mediation;
- F. Hiring consultants or other contractors for specialized housing information services;
- G. Navigating and linking households to housing assistance and supportive services continuums of care;
- H. Responding to housing information inquiries from housing assistance and supportive services providers;
- I. Organizing or collaborating with local resource fairs to provide housing information;
- J. Holding housing information classes or presentations on the following topics:
 - i. Owner and tenant responsibilities,
 - ii. Disclosure of rental, credit, and/or criminal history to owners,
 - iii. Budgets and financial management,
 - iv. Leases and contracts,
 - v. Fair housing and reasonable accommodations,
 - vi. Safety and sanitation, and
 - vii. Other topics with advance written approval from the AA; and
- K. Other activities with advance written approval from DSHS.

3. Ineligible Costs

While not an exhaustive list, the following costs are not eligible under Housing Information Services: General psychosocial, medical, or housing case management time; housing assistance services; credit, rental history, and background checks; Housing Quality Standards inspections; developing individualized housing plans and budgets; and implementing and maintaining housing plans with regular updates.

While certain activities under Housing Information Services may bear a resemblance to those under Housing Case Management and PHP, Housing Information Services, by comparison, should be brief, limited in scope, and require little to no follow-up on household goals and tasks. Project Sponsors that wish to provide Housing Information Services should collaborate with the AA to develop policies and procedures that clearly differentiate the functions of Housing Information, Housing Case Management, and PHP services to ensure the accurate and correct accounting of all respective activity costs and to reduce potential role confusion and conflicts.

4. Exceptions to General Program Protocols

DSHS authorizes the following exceptions to general program protocols for Housing Information Services:

A. Exceptions to Program Eligibility Criteria

Per 24 CFR §574.3, PLWH and their households are eligible to receive Housing Information Services regardless of whether their annual gross income exceeds 80 percent of area median income per their county of residence or whether they reside in the Project Sponsor's HSDA. Nonetheless, at least one household member must be living with HIV.

B. Exceptions to Program Eligibility Confirmation and Documentation Requirements

Project Sponsors are not required to obtain proof of gross income and current residency for all household members 18 years of age and older in order to deliver Housing Information Services to PLWH and their households. However, Project Sponsors must obtain proof of HIV seropositivity for at least one household member. The type of documentation a Project Sponsor may use as proof of HIV seropositivity depends on whether the service is generalized or individualized.

- i. *Proof of HIV Seropositivity for Generalized Housing Information Services.* Project Sponsors may obtain proof of HIV seropositivity for at least one household member as outlined in Section 13. Program Eligibility. Alternatively, Project Sponsors may obtain a verbal or written self-declaration of HIV seropositivity stating that 1) the declarant is a PLWH or 2) the declarant's household includes a PLWH. Self-declarations may be named or anonymous and do not require signatures, ensuring that barriers to accessing generalized services are minimized.
- ii. *Proof of HIV Seropositivity for Individualized Housing Information Services.* Project Sponsors must obtain proof of HIV seropositivity for at least one household member as outlined in Section 13. Program Eligibility.

NOTE: While Project Sponsors are not required to obtain proof of household income or residency for Housing Information Services, Project Sponsors may require these documents if they would improve the utility or efficacy of individualized services. If a Project Sponsor establishes additional documentation requirements, they must apply them in a uniform, consistent, and non-discriminatory manner.

C. Exceptions to Program Form Protocols

Project Sponsors are not required to use DSHS HOPWA Program Forms in order to deliver Housing Information Services to PLWH and their households. Instead, Project Sponsors must develop policies and/or procedures and program forms and/or tools unique to their Housing Information Services design. For example, if a Project Sponsor provides generalized housing information and referral services via phone, the Project Sponsor could develop a screening decision tree that 1) documents the call, 2) secures a verbal self-declaration for proof of HIV seropositivity, and 3) notes the information and/or referral outcome of the service transaction. Or, if a Project Sponsor holds individualized classes on the topic of landlord and tenant responsibilities, the Project Sponsor could develop a mechanism that 1) tracks the number of participant households, 2) confidentially obtains proof of HIV seropositivity for at least one household member from each participant household, 3) secures participant household consent for services and/or consent to release and/or obtain confidential information as necessary, and 4) notes the purpose and content of the service transaction.

Additionally, Project Sponsors that provide generalized housing information and referral services must establish a low-barrier protocol for self-declaration of HIV seropositivity. The purpose of this self-declaration protocol is to ensure that Project Sponsors may deliver generalized housing information services to eligible households without necessarily obtaining confirmatory proof of HIV seropositivity, thereby minimizing barriers to accessing generalized services. Self-declarations may be verbal or written, completed by a PLWH or any other member of a household that includes a PLWH, and named or anonymous.

5. Additional DSHS Requirements

Project Sponsors that wish to provide Housing Information Services must collaborate with the AA to develop a comprehensive proposal and service delivery model. AAs will consider proposals, with DSHS oversight, on a case-by-case basis. Proposals should describe the purpose of the service; the types of housing information services the Project Sponsor will provide; how the Project Sponsor will collect proof of HIV seropositivity; the types of additional documentation the Project Sponsor will require (if any) to improve the utility or efficacy of the service; whether their services will be generalized and/or individualized; affirmative outreach and marketing; recordkeeping; the budget and anticipated costs; etc. The AA must consult with DSHS and DSHS must consult with HUD before a proposal is approved. If an AA evaluates and approves a proposal, the AA must ensure that the Project Sponsor's contractual statement of work is carefully individualized to its unique objectives. Additionally, AAs must develop a mechanism for evaluating the impact of the service, whether the service met its intended objectives, and all resultant service outputs and outcomes.

Resource Identification (RI)

1. **Purpose**

Per 24 CFR §574.300, Resource Identification encompasses activities that establish, coordinate, and develop housing assistance resources for eligible households (including preliminary research and expenditures necessary to determine the feasibility of specific housing-related initiatives).

2. **Eligible Costs**

Resource Identification may be used for direct and indirect costs as governed by 2 CFR §200 et seq. related to:

- A. Housing resource development;
- B. Housing research and needs assessment;
- C. Housing systems coordination; and
- D. HUD-approved HOPWA-related training.

DSHS limits Project Sponsor Resource Identification costs to 5 percent of the portion of the grant amount they receive. Resource Identification budgets that fall at or below the 5 percent limit do not require special budget-approval from DSHS. For special project proposals, Project Sponsors may request an increased percentage rate if necessary to achieve specific Resource Identification objectives. Project Sponsors that wish to request an increased percentage rate must collaborate with the AA to identify an appropriate rate and incorporate the rate into their comprehensive project proposal. DSHS may authorize increased percentage rates on a case-by-case basis, if justified and with advance written approval from DSHS.

3. **Ineligible Costs**

While the purpose of Resource Identification is broad and flexible, activities under this category are focused on establishing, coordinating, and developing housing assistance resources for eligible households, not individual household placement or steering individual households to available housing, which are activities more in line with Permanent Housing Placement and/or Housing Information Services. As such, Resource Identification activities do not constitute direct services and cannot otherwise be converted into units of service.

4. **Resource Identification Activities**

The following represents a non-exhaustive list of potential Resource Identification projects:

A. Housing Resource Development

- i. Outreach and relationship-building with housing owners
- ii. Identifying and tracking housing resources and vacancies
- iii. Developing an inventory of current housing assistance and supportive services available to PLWH
- iv. Leveraging mainstream housing for PLWH
- v. Establishing and/or maintaining housing information websites
- vi. Creating housing information brochures and other distributable materials
- vii. Other activities with advance written approval from DSHS

B. Housing Research and Needs Assessment

- i. Collecting and/or analyzing local HIV housing-related quantitative data
- ii. Funding client housing surveys or partnering on Ryan White needs assessment surveys
- iii. Conducting housing market studies
- iv. Facilitating client focus groups on housing and collecting and/or analyzing qualitative data
- v. Conducting voluntary consumer satisfaction surveys for housing assistance and supportive services
- vi. Hiring consultants or other contractors to perform HIV housing needs assessments
- vii. Illustrating overall engagement in care by PLWH receiving housing assistance services
- viii. Benchmarking against national- and community-level HIV housing and care continuums
- ix. Identifying successes and gaps in care experienced by PLWH receiving housing assistance services
- x. Evaluating housing programs and service outcomes
- xi. Other activities with advance written approval from DSHS

C. Housing Systems Coordination

- i. Creating and/or leading collaborative efforts (e.g., housing and healthcare)
- ii. Coordinating housing assistance and supportive services efforts across providers

- iii. Implementing system and/or service enhancements to improve health outcomes
- iv. Aligning housing systems with national initiatives
- v. Interfacing with public housing authorities
- vi. Informing policy-makers about program development
- vii. Building and/or maintaining a housing care continuum for PLWH
- viii. Holding periodic collaborative housing and healthcare service provider meetings
- ix. Participating in Ryan White, Continuum of Care, Texas HIV Syndicate, and other planning bodies
- x. Other activities with advance written approval from DSHS

D. HUD-Approved HOPWA-Related Training

- i. Attending HUD-approved HOPWA-related trainings, including certain conferences, meetings, or training institutes as authorized by HUD's Office of HIV/AIDS Housing

5. Additional DSHS Requirements

Project Sponsors that wish to undertake Resource Identification activities must collaborate with the AA to develop a comprehensive project proposal with clear work products and deliverables. The project proposal must maintain a housing focus and should include a description of why the project is necessary; a work plan and timeline with specific project activities; an implementation strategy and/or methodology; a budget with anticipated project costs; and a statement on the intended impact of the project for PLWH. AAs will consider project proposals, with DSHS oversight, on a case-by-case basis. The AA must consult with DSHS and DSHS must consult with HUD before a proposal is approved. If an AA evaluates and approves a project proposal, the AA must ensure that the Project Sponsor's contractual statement of work is carefully individualized to its unique objectives. Additionally, AAs must develop a mechanism for evaluating the impact of the project, whether the project met its intended objectives, and all resultant work products and deliverables.

Section 15. Other Supporting Documentation

Project Sponsors must document what they are paying for, who they are paying, and maintain a record of all payments made in the household's file. To accomplish this, Project Sponsors must obtain copies of leases, mortgages, utility bills, and/or ledgers for which housing assistance is provided. Project Sponsors must obtain new leases as old ones expire. The documentation must be current, predate service dates, and correspond with related service forms and check request vouchers. For example, check request vouchers must be present in the household's file and the requested amounts must correspond with the values on TBRA, STRMU, STSH, TSH, and/or PHP forms.

NOTE: Supporting documentation for housing assistance payments must be current and predate service dates.

If a household requested VAWA protections from a Project Sponsor and the Project Sponsor requested documentation of survivor status, the Project Sponsor must maintain a record of the written request for survivor status in the household's file. If the survivor provided documentation of survivor status (e.g., the [VAWA Certification Form](#)), the Project Sponsor must maintain a record of the documentation. If the survivor requested an emergency transfer, the Project Sponsor must maintain a record of the request (e.g., the [VAWA Emergency Transfer Form](#)).

Supporting Documentation

Check Request Vouchers

Leases, mortgages, utility bills, ledgers, etc. paid for (*Documentation must be current and predate service dates*)

Owner IRS Form W-9(s)

VAWA Written Request for Documentation, Documentation, and/or Emergency Transfer Form (*If applicable*)

Section 16. Termination

When an assisted household is terminated from the program, Project Sponsors must complete [Form P: Service Outcome Assessment and Program Disenrollment Worksheet](#). Potential reasons for termination include:

- Completed program
- Needs could not be met
- Criminal activity/Violence
- Non-compliance with program
- Disagreement with rules/persons
- Left for housing opportunity before completing program
- Reached maximum time allowed
- Unknown/Disappeared
- Death
- Other

Per 24 CFR §574.310(2), “Violation of requirements,” households may be terminated from the program if they violate program requirements or conditions of occupancy (e.g., non-compliance with conditions of occupancy, fraud, etc.). Project Sponsors must ensure that Supportive Services are provided so that a household’s assistance is terminated only in the most severe cases. Project Sponsors must collaborate with the AA to develop a local termination policy. Project Sponsors must document in the household’s file that Supportive Services were offered and provided to the household.

In terminating assistance to any household for violation of requirements, Project Sponsors must provide a formal process that recognizes the rights of households receiving assistance to due process of law. This must consist of:

- Serving the household with a written notice containing a clear statement of the reasons for termination;
- Permitting the household to have a review of the decision, in which the participant is given the opportunity to confront opposing witnesses, present written objections, and be represented by their own counsel, before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
- Providing prompt written notification of the final decision to the household.

Section 17. Reasonable Absences from Assisted Housing

Per 24 CFR §982.312, participant households may be absent from their unit for brief periods. Absence means that no member of the household is residing in the unit. Examples of absences include vacationing, hospitalization, incarceration, enrollment in substance use treatment, entry to hospice/long-term health care, etc. For longer absences, Project Sponsors should establish a policy on how long households may be absent from their assisted unit. HUD has provided a [sample “HOPWA Absence from Unit Policy”](#) that Project Sponsors may adapt to meet local needs. For example, the policy could describe how a Project Sponsor determines whether or when a household may be absent, and for how long. The policy could also address resumption of assistance after an absence, including re-enrollment in the program. However, households may not be absent from their unit for a period of more than 180 consecutive calendar days in any circumstance or for any reason. At their discretion, Project Sponsors may allow an absence for a lesser period in accordance with their policy. If a participant household is absent for longer than the period permitted, the Project Sponsor may consider terminating the household from the program per their termination policies and procedures (see Section 16. Termination).

Households must promptly notify Project Sponsors of absences from their unit and provide any information requested on the purposes of household absences. Households must supply any information or certification requested by Project Sponsors 1) to verify that the household is residing in the unit or 2) relating to the household’s absence from the unit. Households must cooperate with Project Sponsors for this purpose. Project Sponsors may adopt appropriate techniques to verify household occupancy or absence, including letters to households at the unit, phone calls, and visits or questions to owners.

Section 18. Grace Periods for Surviving or Remaining Household Members

With respect to surviving or remaining household members living in the assisted unit at the time of the eligible individual’s death, incarceration, lease bifurcation, enrollment in substance use treatment, or entry to hospice/long-term health care, Project Sponsors must provide surviving and remaining household members a reasonable grace period to establish eligibility for the DSHS HOPWA Program, establish eligibility for another housing program, or find alternative housing.

Per 24 CFR §574.310(e), Project Sponsors must:

- Notify the survivor and remaining household members of the duration of the grace period;
- Provide housing assistance and supportive services to the survivor and remaining household members;
- Offer survivors and remaining household members information on other available housing programs; and
- At the Project Sponsor’s discretion, provide PHP services to assist with moving expenses.

Project Sponsors must collaborate with the AA to develop a reasonable survivor grace period policy for continued program participation by surviving or remaining household members. Also, Project Sponsors must perform an interim recertification using [Form O: Interim Recertification Worksheet](#) to document the change in household composition.

NOTE: For eligible individuals who were incarcerated, enrolled in substance use treatment, or entered hospice/long-term health care (i.e., did not die or were not removed from the lease via lease bifurcation), but who are expected to eventually return to the unit, see Section 17. Reasonable Absences from Assisted Housing.

1. TBRA and/or TSH Services

The minimum grace period for households receiving TBRA or TSH services must be one month of assistance from the end of the month in which the eligible individual died, was incarcerated, enrolled in substance use treatment, or entered hospice/long-term health care. The maximum grace period cannot exceed 12 months. DSHS recommends two to four months. Additionally, the policy must address VAWA lease bifurcations where the accused perpetrator is the eligible individual and the survivor is a remaining beneficiary (see Section 9. Violence Against Women Act Requirements, 1. TBRA and TSH Requirements, G. Remedies, i. Lease Bifurcation). Per the VAWA regulations in 24 CFR §574.460, Project Sponsors must provide the survivor and remaining beneficiaries a minimum of 90 calendar days and a maximum of 12 months from the date of lease bifurcation to establish eligibility for the DSHS HOPWA Program, establish eligibility for another housing program, or find alternative housing.

2. STRMU and/or STSH Services

The minimum grace period for households receiving STRMU or STSH services must be one month of assistance from the end of the month in which the eligible individual died, was incarcerated, enrolled in substance use treatment, or entered hospice/long-term health care. The maximum grace period may not exceed the 147-day cap for STRMU services or the 60-night cap for STSH services.

3. Supportive Services

Supportive Services, specifically housing case management, must be offered to surviving and remaining household members. Housing case management plans for surviving and remaining household members should detail the terms of the grace period with a goal of transitioning household members off of the program. If household members express a need for continued housing assistance and/or supportive services, tasks should focus on referral to other programs that offer housing assistance and/or supportive services.

4. Roommates and Other Households

In shared housing arrangements where two or more unrelated households live together, Project Sponsors may not extend grace periods to other households (roommates). Grace periods may be extended only to surviving or remaining household members who were already enrolled in the program (“Additional Beneficiaries”).

Section 19. Program Reporting and Reviewing Requirements

1. Semi-Annual and Year-End Program Progress Reports and Exhibit A

AAs and Project Sponsors (through their AAs) must submit Semi-Annual and Year-End Program Progress Reports (PPRs) to DSHS in a timely manner. In addition, AAs must submit Exhibit A to report Semi-Annual and Year-End expenditures for their Project Sponsors. AAs must email reports for each HSDA to hivstdreport.tech@dshs.texas.gov and CC the DSHS HOPWA Coordinator. These reports are used by DSHS to produce the Consolidated Annual Performance and Evaluation Report (CAPER). DSHS submits the CAPER to HUD annually. The CAPER-reporting period is the DSHS HOPWA Program year, which begins on September 1 and ends on August 31 of the next calendar year. The AA and Project Sponsor versions of the PPR and the AA Exhibit A are located [here](#).

Semi-Annual and Year-End Program Progress Reports and Exhibit A			Due to DSHS
Period 1 (P1)	Semi-Annual	Covers 09/01/21 – 02/28/22	03/31/22
Period 2 (P2)	Year-End	Covers 09/01/21 – 08/31/22 (Cumulative)	10/15/22

2. Exhibit B

AAs must submit Exhibit B to DSHS with each voucher for reimbursement. AAs must email Exhibit B to hivvsf@dshs.texas.gov. DSHS uses Exhibit B data to track and review program expenditures by Project Sponsor and activity. Additionally, DSHS uses Exhibit B data to report expenditures in HUD’s Integrated Disbursement and Information System (IDIS) database. Direct service delivery costs (e.g., staff costs, etc.) are billable directly to

the associated housing assistance or supportive service budget line item. Do not bill costs associated with the delivery of housing assistance or supportive services entirely to supportive services or administration if the cost is directly related to another budget line item.

3. **Financial Status Reports**

AAs must submit Financial Status Reports (FSRs) to DSHS on a quarterly basis. AAs must email FSRs to FSRGrants@dshs.texas.gov.

Financial Status Reports		Due to DSHS
Quarter 1 (Q1)	Covers 09/01/21 – 11/30/21	12/31/21
Quarter 2 (Q2)	Covers 12/01/21 – 02/28/22	03/31/22
Quarter 3 (Q3)	Covers 03/01/22 – 05/31/22	06/30/22
Quarter 4 (Q4)	Covers 06/01/22 – 08/31/22	10/15/22

4. **Reallocation Requests**

AAs must submit a HOPWA Reallocation Request for every proposed reallocation within each HSDA and between HSDAs. AAs must email Reallocation Requests to the DSHS HOPWA Coordinator. AAs must receive written approval from DSHS for all reallocation requests. All reallocation requests must be submitted no later than 30 calendar days prior to the last day of the contract term; or with prior program approval, no later than 30 days after the expiration of a contract.

NOTE: For a reallocation request to be approved, the current allocations and goals must match current DSHS allocations and goals.

5. **Project Sponsor Data Sheets**

DSHS uses Project Sponsor Data Sheets (Appendix E) to establish and review activities in IDIS. Project Sponsor Data Sheets are due no later than the first day of each program year and must be revised and resubmitted anytime a Project Sponsor's allocations change. AAs must email Data Sheets for each HSDA to hivstdreport.tech@dshs.texas.gov and CC the DSHS HOPWA Coordinator.

6. **Program Monitoring**

A. **Policies and Procedures**

Contract monitoring is the systematic review of a contractor's records, business processes, deliverables, and activities to ensure compliance with the terms and conditions of the contract. In addition to following the contract monitoring policy and procedures set forth in the [Texas Health and Human Services Contract Management Handbook](#), DSHS also follows the DSHS HIV/STD Contract Monitoring Policies and Procedures located [here](#). These policies and procedures provide instructions for completing [risk assessments](#), as well as for scheduling, conducting, and documenting both remote and in-person monitoring events.

B. **Programmatic Monitoring Tool**

The DSHS HOPWA Program uses a standardized programmatic monitoring tool. A copy of the tool is located [here](#). DSHS and AA reviewers are required to use this tool. Reviewers use this tool to monitor AA and Project Sponsor policies and/or procedures and other programmatic management and/or oversight items. Reviewers also use this tool to monitor household records for completeness and accuracy.

C. **Sample Size Guidelines for Monitoring Client Records**

- Review Period.** The reviewer will pull a sample from the program year that precedes the current program year (09/01 to 08/31). For example, if the current program year is HOPWA 2021 (09/01/21 to 08/31/22), the reviewer would pull a sample from HOPWA 2020 (09/01/20 to 08/31/21).
- Review Items.** The reviewer will examine all components in each household record as opposed to components specific to a given service category. For example, if a household received TBRA, STRMU, and Supportive Services, the reviewer would examine all components for each of these service categories in addition to basic program eligibility criteria.

- iii. *Randomization.* The reviewer should incorporate a method for randomizing the sample into their monitoring policies and procedures.
- iv. *Denominator.* The population will consist of all unduplicated households that received HOPWA services during the review period. The reviewer will use the client-level data system to identify and list all unduplicated households. To generate a household count, the reviewer will select household members designated as an eligible individual and who received a HOPWA service during the review period. The reviewer will exclude household members designated as additional beneficiaries from the denominator.
- v. *Numerator.* The Project Sponsor's unduplicated household count for a given review period will determine the sample size. The following table outlines the guidelines for determining the minimum sample size.

Unduplicated HOPWA Households				Random Sample Guidelines	
1	-	25	=	All Files	
26	-	50	=	25 Files	
51	-	100	=	30 Files	
101	-	+	=	40 Files	

D. Monitoring Schedule

The following monitoring cycle alternates between AAs and Project Sponsors. This approach provides AAs and Project Sponsors time to implement corrective action plans and quality improvement projects.

Planning Region	AA	HSDAs	Number of Project Sponsors	AA Monitoring	Project Sponsor Monitoring
Northeast	Dallas	2	2	Even Years	Odd Years
Northwest	Tarrant	1	2		
PanWest	StarCare	4	4		
South	STDC	3	3		
South Central	UHS	1	1		
Central	BVCOG	9	9	Odd Years	Even Years
East	TRG	6	7		

E. AA Reviews

AAs must conduct programmatic and fiscal reviews of their Project Sponsors and provide a copy of all review reports (internal and external), corrective action determinations, revisions, and resolutions to DSHS when they notify the Project Sponsor, but no later than 30 calendar days of the notification to the Project Sponsor. Additionally, AAs must review their Project Sponsors' progress towards achieving HOPWA service outcome measures for TBRA, STRMU, FBHA, and Supportive Services.

F. DSHS Reviews

DSHS must conduct programmatic and fiscal reviews of their AAs and provide a copy of all review reports, corrective action determinations, revisions, and resolutions to AAs per the DSHS HIV/STD Contract Monitoring Policies and Procedures located [here](#). The HOPWA Coordinator reviews AA program activities for the HIV Care Services Group. Reviews involve periodic remote and in-person monitoring events with AAs and Project Sponsors. If the HOPWA Coordinator monitors a Project Sponsor's 1) policies and/or procedures and other programmatic management and/or oversight items, or 2) household records during an annual monitoring cycle, then the AA is exempt from monitoring those same items during that review cycle (i.e., the Project Sponsor does not have to be monitored twice for the same items in the same review cycle).

Section 20. HUD Datasets

Project Sponsors must use current HUD Datasets to assess Area Median Income and Fair Market Rent.

1. Area Median Income

To be eligible for the DSHS HOPWA Program, household annual gross income cannot exceed 80 percent of Area Median Income per the household's county of residence. Collect proof of gross income for all household members 18 years of age and older (documentation must be complete and cover the 30 days preceding the eligibility certification or recertification date). The household annual gross income is from all sources anticipated to be received in the 12-month period following the determination date. Therefore, income must be annualized, e.g. payment amount multiplied by number of payment periods per year for all income sources. The **Determining Household Annual Gross Income Guide** outlines acceptable forms of documentation, whose income is counted, inclusions and exclusions, and calculation guidance.

2. Fair Market Rent

The gross rent of TBRA- or TSH-assisted units cannot exceed the rent standard. The DSHS HOPWA Program uses Fair Market Rent (FMR) for the unit size per the household's county of residence as the rent standard. Alternatively, Project Sponsors may use a HUD-approved community-wide exception rent standard if one is locally available. Project Sponsors may request current copies of exception rent standard tables from local Housing Authorities. An important point about the rent standard is that it includes both rent *and* utilities. (The gross rent must also be reasonable in relation to rents for comparable unassisted units in the private market and must not be in excess of rents charged by the owner for comparable unassisted units. Proposed units must be compared with two similar units. The gross rent of the proposed unit must be at or below the lower of the rent standard or the reasonable rent.)

Section 21. Program Technical Assistance and Trainings

Project Sponsors who have program questions or need program technical assistance may contact the AAs. AAs may contact DSHS.

Blade L. Berkman, LMSW

HOPWA Coordinator, HIV Care Services Group

Texas Department of State Health Services

P.O. Box 149347, MC 1873

Austin, Texas 78714-9347

www.dshs.texas.gov

P: 737-255-4300

C: 512-578-6985

F: 512-533-3172

E: blade.berkman@dshs.texas.gov

HIV/STD Prevention and Care Branch

P.O. Box 149347, MC 1873

Austin, Texas 78714-9347

www.dshs.texas.gov

P: 737-255-4300

F: 512-533-3172

DSHS HOPWA Website

<https://www.dshs.texas.gov/hivstd/hopwa/>

DSHS HIV/STD Program Website

<https://www.dshs.texas.gov/hivstd/>

1. AA and Project Sponsor Required Trainings

AAs and Project Sponsors must ensure that at least one staff member has obtained a certificate of completion for the following HOPWA trainings every three years. If the AA or Project Sponsor does not have a current staff member who has successfully completed these trainings, a new or current staff member with HOPWA-related responsibilities must obtain a certificate of completion within 90 calendar days from the assignment of HOPWA-related responsibilities or an alternate DSHS-approved timeline.

- A. [Community Planning and Development Financial Management Curriculum](#)
- B. [HOPWA Oversight Training Curriculum](#)
- C. [HOPWA Getting to Work Training Curriculum](#)
- D. [HUD Lead-Based Paint Visual Assessment Training Course](#)

2. AA and Project Sponsor Recommended Trainings

DSHS recommends that AAs and Project Sponsors obtain certificates of completion for the following DSHS HOPWA Program trainings. These trainings are available on the TX TRAIN [website](#).

TX TRAIN Course ID	Title
1058804	DSHS Technical assistance for HOPWA Program Progress Reports
1064721	DSHS HOPWA Program Core Forms - Part 1 of 5
1064822	DSHS HOPWA Program Form C: Household Income Eligibility Worksheet - Part 2 of 5
1064853	DSHS HOPWA Program Form I: Rental Assistance Worksheet - Part 3 of 5
1064855	DSHS HOPWA Program Form K1: STRMU Tracking Worksheet - Part 4 of 5
1064856	DSHS HOPWA Program Forms M: Budget Worksheet and N: Housing Plan - Part 5 of 5

3. **Other Trainings, Guides, Tools, Webinars, and Materials**

- A. [HOPWA Grantee Oversight Resource Guide](#)
- B. [HOPWA Institute](#)
- C. [HOPWA Factsheets](#)
- D. [HOPWA Rental Assistance Guidebook](#)
- E. [HOPWA Short-Term Rent, Mortgage, and Utility Assistance](#)
- F. [HOPWA Best Practices Training Series](#)
- G. [HOPWA Getting to Work Employment Initiative](#)
- H. [HOPWA Financial Management Online Training Course](#)
- I. [HOPWA Financial Management Training Manual](#)
- J. [HOPWA Guide for Conducting Voluntary Consumer Satisfaction Surveys](#)
- K. [HOPWA Guides, Tools, and Webinars](#)
- L. [HOPWA Consolidated Plan Annual Performance Report \(CAPER\) Training Modules](#)
- M. [HOPWA Confidentiality User Guide](#)
- N. [HOPWA 20 Housing Innovations in HIV Care](#)
- O. [HOPWA Integrated Disbursement and Information System Guides, Tools, and Webinars](#)
- P. [HUD Community Planning and Development Monitoring Handbook](#)
- Q. [HUD Lead Safe Housing Training for TBRA](#)
- R. [HUD Lead Safe Housing Training for PBRA](#)
- S. [HUD Lead Safe Housing Training for Rehabilitation, Acquisition, Leasing, Support Services, or Operation](#)
- T. [DSHS HOPWA Webinars](#)

APPENDICES

- A. Using HOPWA Housing Assistance for Mobile Homes
- B. Lead Safe Housing Rules
- C. Permanent Housing Placement Accounting Guidelines
- D. Permanent Housing Placement Application Form
- E. Project Sponsor Data Sheet
- F. Frequently Asked Questions
- G. HIV Service Delivery Area (HSDA) Map and Counties
- H. Rental Assistance Instructions for Shared Housing Arrangements
- I. Tenant Lease Requirements
- J. Can I Pay this Owner?
- K. VAWA Requirements for Rental Assistance Services

Appendix A: Using HOPWA Housing Assistance for Mobile Homes

(Source: HUD Notice 03-05; Guidance on Manufactured Housing under the HOME Program)

HUD's Office of HIV/AIDS Housing has determined that HOME Investment Partnership Program (HOME) guidelines may be referenced to support the use of HOPWA funds for manufactured home rental and mortgage payments.

TBRA and STRMU services can be provided to households that live in mobile homes, trailers, and motor homes, in some situations. PHP services can assist households establish permanent residence in a mobile home in which continued occupancy is expected. Payments are permitted in accordance with guidance established for the HOME Affordable Housing program in HUD CPD Notice 03-05. As described in Notice 03-05, mobile homes, motor homes, trailers, recreational vehicles, and other like vehicles with wheels on the ground, capable of relocating and not attached to the earth, are considered personal property and therefore unqualified for housing assistance. HOME guidance considers units attached to the earth as "real" property (as in real estate). Such units must also be connected to permanent utilities and meet local guidelines for mobile home housing. Households residing in attached real property mobile homes that are connected to utilities and meet local guidelines are qualified for housing assistance. Space rental costs in a mobile home park are allowable housing assistance costs if they are included in the unit rent.

HUD Notice CPD 03-05; Guidance on Manufactured Housing under the HOME Program

Section III. Background and Eligible Activities

Manufactured homes and manufactured housing lots (also called "homesites" in this Notice) qualify as housing under the HOME Program. A manufactured home is defined as "a structure, transportable in one or more sections which, in the traveling mode, is eight body feet or more in width or forty body feet or more in length, or, when erected on site, is three hundred twenty or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems contained therein." A mobile home is a manufactured home. "Mobile home" and "trailer" were commonly used terms before 1976 when Congress adopted legislation using the term "manufactured home" to take their place. This Notice uses the term manufactured home to refer to all types of non-motorized manufactured housing units (thus excluding recreational vehicles) as defined in 24 CFR §3280.2.

Section IV. Utility Hook-Up and the Homesite

The HOME regulations (24 CFR §92.205(a)(4)) require manufactured homes assisted with HOME funds (except for existing, owner-occupied manufactured homes that are rehabilitated with HOME funds) to be connected to permanent utility hookups. The HOME regulations also require the manufactured home to be located on land that is owned by the manufactured home owner or on land for which the manufactured home owner has a lease such as, a mobile home park.

Section V. Permanent Foundations

The manufactured home regulations (24 CFR §3282.12) define a site-built permanent foundation as "a system of supports, including piers, either partially or entirely below grade," and that meets the criteria as further defined in §3282.12. HUD Handbook 4930.3G, Permanent Foundations Guide for Manufactured Housing, further defines a permanent foundation as one that "must be constructed of durable materials at the site, with attachment points to receive a manufactured home." Once the manufactured home is set on a permanent foundation, it is treated as real property and ownership then is evidenced through title to the real property, therefore eligible for housing assistance. The HOME final rule published on September 16, 1996, eliminated the requirement that HOME-assisted manufactured housing units rest upon a permanent foundation.

Appendix B: Lead Safe Housing Rules

(Source: 24 CFR §35. Lead Safe Housing Rule Amendment Trainings for [TBRA](#); [PBRA](#); and [Acquisition, Leasing, Support Services, and Operations](#))

TBRA Lead Safe Housing Protocols	Applicability	24 CFR §35, Subparts A, B, M, and R apply to TBRA-assisted units in which a child under the age of six is expected to reside and the common areas and exterior painted surfaces of these units.
	Disclosure	If the structure was built or most recently rehabilitated prior to 1978, then the owner is responsible for providing a “Protect Your Family from Lead in Your Home” pamphlet, “Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards” form (English Spanish), and available records and reports to households at initial occupancy, when their lease is renewed with changed terms, and/or when their lease is renewed after new information on lead-based paint (LBP) or lead-based paint hazards becomes available. See 24 CFR §35.82 for a list of transactions that are exempt from disclosure rules.
	Exemptions	See 24 CFR §35.115 for a list of property exemptions.
	Lead hazard approach	Identify and stabilize deteriorated paint .
	Identification method	Visual assessment
	Pre-renovation education	Before starting work, the entity performing any renovations must provide a “Renovate Right” pamphlet to households.
	Lead hazard reduction	Paint stabilization using safe work practices and occupant protection performed with proper training or supervision.
	Clearance and notification	Clearance is required following abatement , interim controls , and paint stabilization (unless the area controlled or stabilized is less than the de minimis level). Upon completion of the work, the owner must provide a notification to the household describing the hazard reduction activities and a copy of the clearance report.
	Ongoing maintenance	If LBP is still present, ongoing maintenance includes annual visual assessments to check for failed lead hazard reduction work or deteriorated paint. Owners must again undertake lead hazard reduction, pass clearance, and provide notice to residents.
	Options	Paint testing . Use safe work practices only on LBP surfaces.

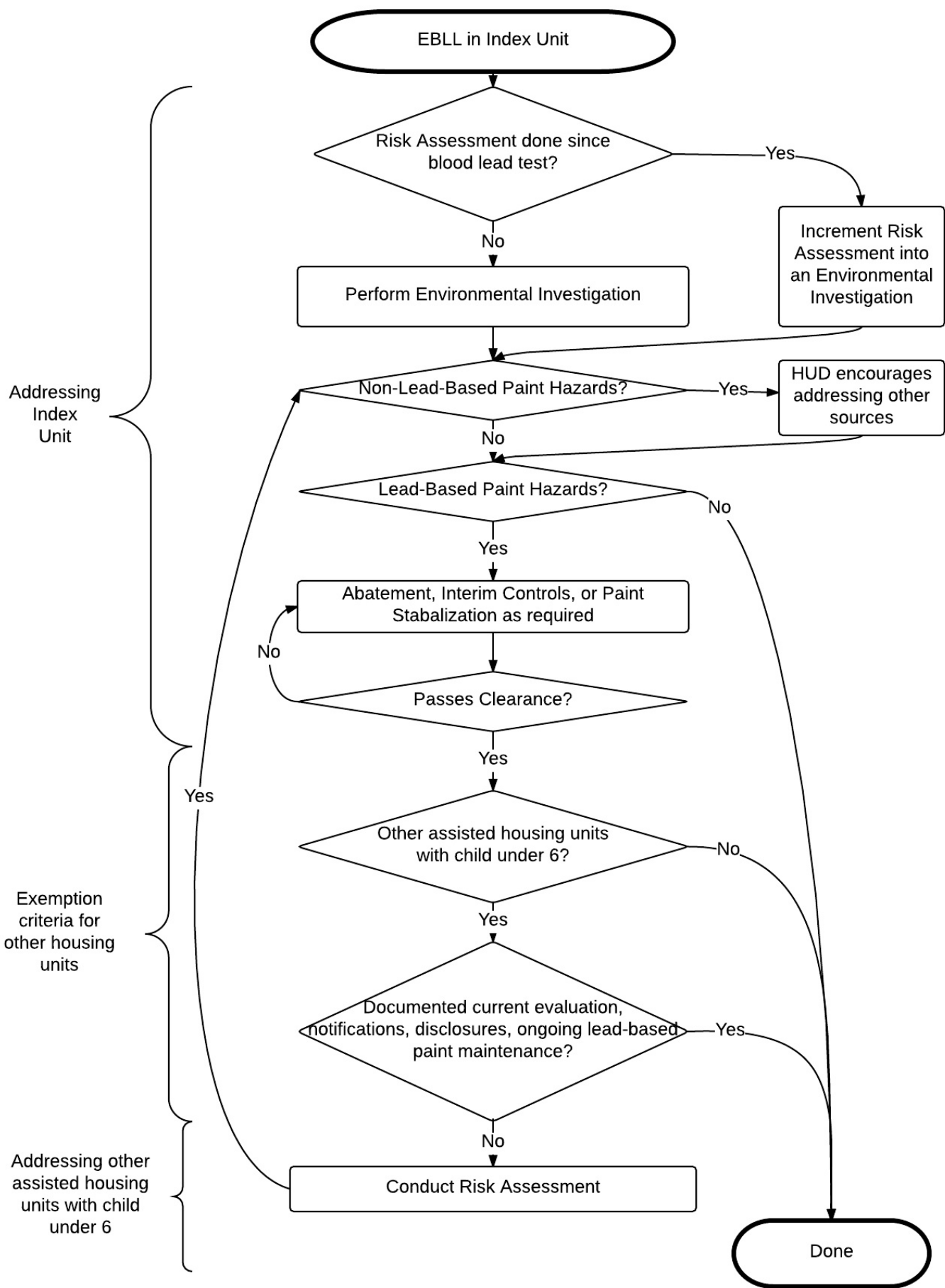
TBRA Protocols for Children with an EBL	EBLL Response Activity	Timeframe	Owner	Sponsor
	If a child has an Elevated Blood Lead Level (EBLL), notify the local HUD field office , HUD’s Office of Lead Hazard Control and Healthy Homes (OLHCHH) , and public health department of the EBL case	Within 5 business days of verifying the EBL	✓	
	If necessary, verify the EBL case with the medical provider	-		✓
	Conduct an environmental investigation (EI) of the index unit	Within 15 calendar days of verifying the EBL		✓
	Notify the local HUD field office and OLHCHH of EI results	Within 10 business days of receiving the EI results		
	Conduct a risk assessment (RA) on other assisted units in which a child under age 6 is residing or expected to reside	a) Within 30 calendar days for property with ≤ 20 covered units after EI results or b) within 60 calendar days for property with > 20 covered units after EI results	✓	
	Complete lead hazard control work	Within 30 calendar days of receiving results of EI	✓	
	Complete lead hazard control work on other covered units	a) Within 30 calendar days for property with ≤ 20 covered units w/ LBP hazards after RA results or b) within 90 calendar days for property with > 20 covered units w/ LBP hazards after RA results	✓	
	Clear after work is completed	Within 30 calendar days of receiving results of EI	✓	
	Notify local HUD field office and OLHCHH of clearance	Within 10 business days after clearance	✓	
	Notify residents of lead hazard reduction activities	Within 15 calendar days after clearance	✓	
	Conduct ongoing maintenance	-	✓	
	Monitor owner compliance with the LSHR and HQS	-		✓

PBRA Lead Safe Housing Protocols	Amount of assistance	Multifamily receiving up to \$5,000 per unit per year & single family	Multifamily receiving over \$5,000 per unit per year
	Applicability	24 CFR §35, Subparts A, B, H, and R apply to PBRA-assisted units and the common areas and exterior painted surfaces of these units.	
	Disclosure	If the structure was built or most recently rehabilitated prior to 1978, then the owner is responsible for providing a “Protect Your Family from Lead in Your Home” pamphlet, “Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards” form (English Spanish), and available records and reports to households at initial occupancy, when their lease is renewed with changed terms, and/or when their lease is renewed after new information on lead-based paint (LBP) or lead-based paint hazards becomes available. See 24 CFR §35.82 for a list of transactions that are exempt from disclosure rules.	
	Exemptions	See 24 CFR §35.115 for a list of property exemptions.	
	Lead hazard approach	Identify and stabilize deteriorated paint .	Risk assessment and interim controls in accordance with Part H .
	Identification method	Visual assessment	Risk assessment and notification to residents describing results.
	Pre-renovation education	Before starting work, the entity performing any renovations must provide a “Renovate Right” pamphlet to households.	
	Lead hazard reduction	Paint stabilization using safe work practices and occupant protection performed with proper training or supervision.	Interim controls using safe work practices and occupant protection performed with proper training or supervision.
	Clearance and notification	Clearance is required following abatement , interim controls , and paint stabilization (unless the area controlled or stabilized is less than the de minimis level). Upon completion of the work, the owner must provide a notification to the household describing the hazard reduction activities and a copy of the clearance report.	
	Ongoing maintenance	If LBP is still present, ongoing maintenance includes annual visual assessments to check for failed lead hazard reduction work or deteriorated paint. Owners must again undertake lead hazard reduction, pass clearance, and provide notice to residents.	
	Periodic reevaluation	None	Conducted by a certified risk assessor within 2 years of hazard reduction. Repeated 2 years later. End after 2 consecutive reviews without finding LBP hazards or failed hazard reduction work.
	Options	Paint testing . Use safe work practices only on LBP surfaces.	

PBRA Protocols for Children with an EBLL	EBLL Response Activity	Timeframe	Owner	Grantee
	If a child has an Elevated Blood Lead Level (EBLL), notify the local HUD field office , HUD’s Office of Lead Hazard Control and Healthy Homes (OLHCHH) , and public health department of the EBL case	Within 5 business days of verifying the EBL	✓	
	If necessary, verify the EBL case with the medical provider	-	✓	
	Conduct an environmental investigation (EI) of the index unit	Within 15 calendar days of verifying the EBL	✓	
	Notify the local HUD field office and OLHCHH of EI results	Within 10 business days of receiving the EI results	✓	
	Conduct a risk assessment (RA) on other assisted units in which a child under age 6 is residing or expected to reside	a) Within 30 calendar days for property with ≤ 20 covered units after EI results or b) within 60 calendar days for property with > 20 covered units after EI results	✓	
	Complete lead hazard control work	Within 30 calendar days of receiving results of EI	✓	
	Complete lead hazard control work on other covered units	a) Within 30 calendar days for property with ≤ 20 covered units w/ LBP hazards after RA results or b) within 90 calendar days for property with > 20 covered units w/ LBP hazards after RA results	✓	
	Clear after work is completed	Within 30 calendar days of receiving results of EI	✓	
	Notify local HUD field office and OLHCHH of clearance	Within 10 business days after clearance	✓	
	Notify residents of lead hazard reduction activities	Within 15 calendar days after clearance	✓	
	Conduct ongoing maintenance	-	✓	
	Monitor owner compliance with the LSHR and HQS	-	✓	
	Periodic reevaluation and response if >\$5,000 per unit per year	Within 2 years of hazard reduction. Repeated 2 years later (see above)	✓	✓

Acquisition, Leasing, Support Services, and Operations Lead Safe Housing Protocols

Applicability	24 CFR §35, Subparts A, B, K, and R apply to STRMU-assisted units in which a child under the age of six is expected to reside and the common areas and exterior painted surfaces of these units.
Disclosure	If the structure was built or most recently rehabilitated prior to 1978 and the household will lease or sublease the housing from an owner, then the owner is responsible for providing a “Protect Your Family from Lead in Your Home” pamphlet, “Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards” form (English Spanish), and available records and reports to households at initial occupancy, when their lease is renewed with changed terms, and/or when their lease is renewed after new information on lead-based paint (LBP) or lead-based paint hazards becomes available. If the structure was built or most recently rehabilitated prior to 1978 and the household is the resident owner of the housing, then the Project Sponsor is responsible for providing a “Protect Your Family from Lead in Your Home” pamphlet to the household. See 24 CFR §35.82 for a list of transactions that are exempt from disclosure rules.
Exemptions	See 24 CFR §35.115 for a list of property exemptions.
Lead hazard approach	Identify and stabilize deteriorated paint .
Identification method	Visual assessment
Pre-renovation education	Before starting work, the entity performing any renovations must provide a "Renovate Right" pamphlet to households.
Lead hazard reduction	Paint stabilization using safe work practices and occupant protection performed with proper training or supervision.
Clearance and notification	Clearance is required following abatement , interim controls , and paint stabilization (unless the area controlled or stabilized is less than the de minimis level). Upon completion of the work, the owner must provide a notification to the household describing the hazard reduction activities and a copy of the clearance report.
Ongoing maintenance	If the program has an ongoing relationship with the property and LBP is still present, ongoing maintenance includes annual visual assessments to check for failed lead hazard reduction work or deteriorated paint. Owners must again undertake lead hazard reduction, pass clearance, and provide notice to residents.
Options	Paint testing . Use safe work practices only on LBP surfaces.



Appendix C: Permanent Housing Placement Accounting Guidelines

Accounting Entries for Security and Utility Deposit Payments and Refunds

Security and utility deposits are an allowable cost to the extent the cost conforms to the general policies and principles stated in [Uniform Grant Management Standards](#). Project Sponsors must maintain adequate records and supporting documentation for all deposits. A record of individual deposits should be maintained in a subsidiary ledger that is posted to the general ledger. The subsidiary ledger should be reconciled on a monthly basis to the general ledger control account. Outlays for security deposits will be reflected as assets until returned to the Project Sponsor. Any funds returned to the Project Sponsor will be treated as applicable credits towards program expenses in the year recovered. Deposit refunds (credits) should be reported on the Program Income line on Form 269a, Financial Status Report. Questions about accounting for security and utility deposits should be addressed to the DSHS HOPWA Coordinator.

Security/Utility Deposit Payment Entries

- A. Recording the payment
 - 1. Debit: Security/Utility Deposits Expense (name of payee and client)
 - 2. Credit: Cash
- B. Recording the receivable for security/utility deposits
 - 1. Debit (Asset): Refundable Security/Utility Deposits (name of payee and client)
 - 2. Credit (Asset): Security/Utility Deposits Held (contra-account)

Security/Utility Deposit Refund Entries: Fully Recovered

- A. Recording the full refund of a security/utility deposit during the grant period/term
 - 1. Debit (Asset): Cash
 - 2. Credit (Expense): Security/Utility Deposits Expense (name of payee and client)
- B. Clearing the receivable for a fully refunded security/utility deposit during the grant period/term
 - 1. Debit (Asset): Security/Utility Deposits Held (contra-account)
 - 2. Credit (Asset): Refundable Security/Utility Deposits (name of original payee and client)
- C. Recording the full refund of a security/utility deposit after grant period/term
 - 1. Debit (Asset): Cash
 - 2. Credit (Income): Misc. Income - Refunded Security/Utility Deposits
- D. Clearing the receivable for a fully refunded security/utility deposit after the grant period/term
 - 1. Debit (Asset): Security/Utility Deposits Held (contra-account)
 - 2. Credit (Asset): Refundable Security/Utility Deposits (name of original payee and client)

Security/Utility Deposit Refund Entries: Partially Recovered

- A. Recording the partial refund of a security/utility deposit during the grant period/term
 - 1. Debit: Cash (for the amount of the partial refund)
 - 2. Credit: Security/Utility Deposits Expense (name of payee and client) (for the amount received)
- B. Clearing the receivable for a partially refunded security/utility deposit during the grant period/term
 - 1. Debit (Asset): Security/Utility Deposits Held (contra-account) (for the full amount of the original deposit)
 - 2. Credit (Asset): Refundable Security/Utility Deposits (name of original payee and client) (for the full amount of the original deposit)
- C. Recording the partial refund of a security/utility deposit after grant period/term
 - 1. Debit: Cash (for the amount of the partial refund)
 - 2. Credit: Misc. Income - Refunded Security/Utility Deposits (for the amount of the partial refund)
- D. Clearing the receivable for a partially refunded security/utility deposit after the grant period/term
 - 1. Debit (Asset): Security/Utility Deposits Held (contra-account) (name of original payee and client) (for the full amount of the original deposit)
 - 2. Credit (Asset): Refundable Security/Utility Deposits (name of original payee and client) (for the full amount of the original deposit)

Security/Utility Deposit Refund Entries: Not Recovered

- 1. Debit (Asset): Security/Utility Deposits Held (contra-account) (name of original payee and client) (for the full amount of the original deposit)
- 2. Credit (Asset): Refundable Security/Utility Deposits (name of original payee and client) (for the full amount of the original deposit)

Appendix D: Project Sponsor Permanent Housing Placement Application Form

Instructions

Project Sponsors that wish to provide Permanent Housing Placement (PHP) services must complete this form, provide a justification for providing PHP, and submit it to the AA. The AA will submit the application to hivstdreport.tech@dshs.texas.gov on behalf of Project Sponsors for approval. The AA and Project Sponsor must obtain accounting technical assistance from the DSHS Fiscal Monitoring Unit (FMU), follow the DSHS Accounting Guidelines for documenting PHP services; and submit revised Project Sponsor Data Sheets to DSHS hivstdreport.tech@dshs.texas.gov.

DSHS HOPWA Program				
Project Sponsor Permanent Housing Placement Application Form				
AA	Project Sponsor	Project Year	Proposed PHP allocation	Proposed number of households to serve
Justification for request:				
For DSHS Use Only				
Date	Recipient's name and signature	FMU to enter names and titles of technical assistance participants at the AA and Project Sponsor levels:	The AA must submit the following documents to the HIV Care Services Group and CMU after final approval:	
HIV Care Services Group			<ul style="list-style-type: none"> Revised Project Sponsor Data Sheet 	
Received by FMU				
		DSHS Comments:		
Approved by FMU				
Final DSHS Approval				

Appendix E: HOPWA Project Sponsor Data Sheet

09/01/21 – 08/31/22

The Administrative Agency must complete one Project Sponsor Data Sheet for each Project Sponsor in each HSDA. Data Sheets must be submitted to the HOPWA Coordinator before the program year begins (09/01) and as changes in Project Sponsors and/or allocations occur. Electronic submission is acceptable for this form. Form A certifies all information herein is true.

Administrative Agency:			
Date of Submission to DSHS:		Choose a date.	
Project Sponsor Agency Name:			
Parent Company (if applicable):			
HSDA:		Choose an HSDA.	
Project Sponsor Physical Address:			
<i>Street and Unit, City, State, Zip, County</i>			
Project Sponsor Website:			
Project Sponsor Agency Contact:		Name	Phone
		Title	Fax
Employer Identification Number (EIN)/			
Tax Identification Number (TIN):			
DUN & Bradstreet Number (DUN):			
North American Industry Classification System (NAICS) Code:			
Project Sponsor Central Contractor Registration status currently active?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Congressional District of Project:			
Congressional District(s) in this HSDA:			
Cities in this HSDA:			
Zip Codes in this HSDA:			
Counties in this HSDA:			
Is the Project a nonprofit organization?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, check if a faith-based organization		<input type="checkbox"/> Yes	
If yes, check if a grassroots organization.		<input type="checkbox"/> Yes	
Does the Project maintain a waitlist?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
		If yes, attach waitlist policies and procedures.	
Select all that apply to the Project:		Selection process for Project:	
<input type="checkbox"/> Minority Organization (1)		<input type="checkbox"/> Competitive RFP	
<input type="checkbox"/> Minority Provider (2)		<input type="checkbox"/> Sole source	
<input type="checkbox"/> Historically Underutilized Business (HUB) Certified		<input type="checkbox"/> Single source	
Assurances			
I certify that this Project has not:			
<input type="checkbox"/> Been suspended by DSHS or is delinquent on a repayment agreement to DSHS;			
<input type="checkbox"/> Had a contract terminated by DSHS for cause;			
<input type="checkbox"/> Had a required license or certification revoked that is required to carry out the terms of the subcontract; and			
<input type="checkbox"/> Voluntarily surrendered any license issued by DSHS within the past three (3) years.			
I certify that the following is in place:			
<input type="checkbox"/> Subcontract is in writing, developed to be consistent with the DSHS contract, and signed by both parties;			
<input type="checkbox"/> Programmatic/financial review of Project is conducted in accordance with Office of Management and Budget (OMB) circular;			
<input type="checkbox"/> Procedures used to advertise and award these funds meet the minimum standards required by OMB;			
<input type="checkbox"/> Subcontractor receives a written report of the results of all monitoring activities conducted; and			
<input type="checkbox"/> Appropriate corrective action steps are taken when subcontractor is not in compliance with contract terms.			
Activity	Allocation	Households to be served:	
TBRA	\$		
STRMU	\$		
FBHA	\$		
PHP	\$		
Supportive Services	\$		
Housing Information Services	\$		
Resource Identification	\$		
Project Sponsor Administration	\$		
Total contract amount for Project:	\$		
Authorized Representative Signature:			
Date:			
(1) Minority Organization: Board of Directors has 50% racial/ethnic minority members. (2) Minority Provider: a) history of targeting racial/ethnic minorities; b) located in/near racial/ethnic minority communities; c) offers culturally/linguistically appropriate services to reduce disparities.			

Appendix F: Frequently Asked Questions

Program Eligibility

1. Does HOPWA allow conditional eligibility?

No, a household is either eligible or ineligible. There is no flexibility in applying program eligibility requirements.

2. Can a PLWH receive assistance under this program or must the diagnosis be more advanced?

HUD has determined that all PLWH – regardless of how advanced – are eligible for assistance. Project Sponsors must collaborate with the AA to establish more restrictive eligibility criteria.

3. Can a household exclude child support expenses from annual gross income?

No, child support expenses may not be excluded from household annual gross income.

4. Are financial contributions from family and friends included in annual gross income?

The answer depends on whether the household member receives the contribution/gift “periodically” or “sporadically.” The Project Sponsor and household must determine if the source of income is periodic or sporadic. If the household member expects to receive a contribution/gift of \$200.00 per month for a year, then yes, the income is periodic and would be included in annual gross income. If it is sporadic, then it would be excluded. The **Determining Household Annual Gross Income Guide** provides additional guidance.

5. Is the earned income of a minor included in annual gross income?

No, the earned income of dependent children under the age of 18 is excluded from annual gross income. However, other income of dependent children under the age of 18 is included. The **Determining Household Annual Gross Income Guide** outlines acceptable forms of documentation, whose income is counted, and income inclusions and exclusions.

6. If a household includes two married persons with one spouse being the sole caregiver for the other, do we have to include the caregiver’s income in annual gross income?

Yes, a spouse cannot be considered a live-in aide. Per 24 CFR §813.102, a live-in aide is a person who resides with an elderly or disabled person or persons and who (a) is determined to be essential to the care and welfare of the person(s), (b) is not obligated to support the person(s), and (c) would not be living in the unit except to provide necessary supportive services.

Program Services

7. Can TBRA, STRMU, or PHP pay for a hotel/motel stay?

No, but STSH can. If a Project Sponsor does not provide STSH, a local emergency shelter may have funding for hotel/motel vouchers. The emergency shelter may provide other housing assistance and supportive services, too.

8. Can TBRA, STRMU, FBHA, or PHP pay for moving expenses?

No, these services cannot pay for a moving truck or other services to help someone move their belongings.

9. Can a client simultaneously receive TBRA and STRMU assistance?

No. Per HUD’s *HOPWA Grantee Oversight Resource Guide*, TBRA, STRMU, and FBHA service periods cannot overlap.

10. Can a person living in public housing or enrolled in the Housing Choice Voucher program also receive HOPWA housing assistance?

No, they may not receive TBRA, STRMU, or FBHA. However, clients may receive Supportive Services and PHP.

11. Can a person enrolled in HOME Tenant-Based Rental Assistance also receive HOPWA housing assistance?

No. As with persons living in public housing or enrolled in the Housing Choice Voucher program, they may not receive TBRA, STRMU, or FBHA while enrolled in another federal housing assistance program. However, clients may receive Supportive Services and PHP.

12. Can we pay pro-rated first month’s rent?

Yes, PHP could pay the full pro-rated rent or TBRA or TSH could pay a calculated share of the pro-rated rent.

13. Is Form P required at the end of the year for clients continuing to the following year?

Yes, Project Sponsors must record service outcomes on Form P to measure the effectiveness of program services (TBRA, FBHA, STRMU, Supportive Services). Form P must be completed if the household will be disenrolled from the program or continue to the next annual eligibility period.

14. Can HOPWA funds pay for a houseboat and boat slip for a client living in a houseboat?

Yes, if the boat slip provides water and utility connections. See Appendix A for Mobile Home requirements.

15. Can housing assistance services be denied to clients who are active substance users or registered sex-offenders?

HOPWA housing assistance should not be denied simply because a client uses or is alleged to use substances in their place of residence, or because they decline substance use treatment services. Household program eligibility must be based on the criteria specified in the eligibility section of this manual. The Project Sponsor may make referrals to appropriate treatment and supportive services with the client's consent. The owner of the rental property has the right to prohibit illegal activity on their property, and has the right to notify law enforcement officials when needed or to initiate eviction proceedings when a client has violated lease provisions. If a client is using substances and complying with the terms of the DSHS HOPWA Program Agreement and their housing plan, then the client has not violated any program rules. If a client is using substances and their substance use is related to their non-compliance with program rules or non-adherence to their housing plan, then Project Sponsors should work with the household to create a plan that will lead to compliance with program rules and adherence to their housing plan. If a realistic plan cannot be created, or the client remains non-compliant or non-adherent, then the household may be considered for termination per the Project Sponsor's termination policy and procedure. Termination should be a last resort.

Also, the HUD's Office of HIV/AIDS Housing has received several requests for clarification on whether HOPWA grantees carrying out rental assistance activities are subject to the admissibility and termination provisions in subtitle F ("Safety and Security in Public and Assisted Housing.") of the Quality Housing and Work Responsibility Act (QHWRA) of 1998. Subtitle F of QHWRA limits the Section 8 participation of persons who use controlled substances and persons subject to a lifetime registration requirement under a state sex offender registration program. These restrictions do not apply to the HOPWA Program and, therefore, HOPWA grantees are not required to comply with them in providing HOPWA rental assistance.

16. Can a household have zero income and receive rental assistance services?

Yes, household members with zero income must complete Form A and their income should be reassessed periodically.

17. Can you pay the first month's rent out of TBRA or TSH?

Yes, TBRA or TSH services may pay the first month of rent. This requires careful coordination with the owner/representative because they may decline to execute a lease before receiving the first month's rent. (i.e., you need an executed lease before providing a unit of service under TBRA or TSH). For example, PHP could pay for the security deposit, then TBRA would pay for the first month's rent. PHP does not necessarily have to pay the first month's rent, although it can.

18. For rental assistance, do the FMR and community-wide exception rent standard tables include utilities?

Yes, these tables include the cost of utilities (not phone, internet, or cable).

19. Can DSHS provide guidance on rent standard and rent reasonableness requirements?

For TBRA or TSH services, the gross rent of the proposed unit must be at or below the lower of the rent standard or reasonable rent. If the gross rent of the proposed unit exceeds the lower of the rent standard or reasonable rent, the unit cannot be approved for TBRA or TSH services. This does not mean the household is ineligible for the HOPWA Program or unqualified for TBRA or TSH services per se, it only means that the proposed unit cannot be approved for TBRA or TSH services. If the gross rent of the proposed unit complies with these requirements, a household would never pay more than their calculated rent payment as described in 24 CFR §574.310(d), and a Project Sponsor would never pay more than the "Maximum Subsidy" as described in 24 CFR §574.320(a)(1).

Source	Text (<i>emphasis added</i>)
24 CFR §574.310	d) Resident rent payment. Except for persons in short-term supported housing, each person receiving rental assistance under this program or residing in any rental housing assisted under this program must pay as rent , including utilities, an amount which is the higher of: <ul style="list-style-type: none"> 1) 30 percent of the family's monthly adjusted income (adjustment factors include the age of the individual, medical expenses, size of family and child care expenses and are

	<p>described in detail in 24 CFR 5.609). The calculation of the family's monthly adjusted income must include the expense deductions provided in 24 CFR 5.611(a), and for eligible persons, the calculation of monthly adjusted income also must include the disallowance of earned income as provided in 24 CFR 5.617, if applicable;</p> <p>2) 10 percent of the family's monthly gross income; or</p> <p>3) If the family is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the family's actual housing costs, is specifically designated by the agency to meet the family's housing costs, the portion of the payment that is designated for housing costs.</p>
24 CFR §574.320	<p>a) If grant funds are used to provide rental assistance, the following additional standards apply:</p> <p>1) Maximum subsidy. The amount of grant funds used to pay monthly assistance for an eligible person may not exceed the difference between:</p> <ol style="list-style-type: none"> The lower of the rent standard or reasonable rent for the unit; and The resident's rent payment calculated under §574.310(d). <p>NOTE: The “Maximum Subsidy” is the monthly amount of TBRA or TSH funds that <i>could</i> be paid to an owner if a client is searching for a unit that complies with rent standard and rent reasonableness requirements. The actual assistance pays the difference between the contractual rent to the owner and the household’s calculated rent payment.</p>
Rental Assistance Guidebook	<p>Clients must find housing with rents that comply with both the rent standard and the reasonable rent. Otherwise, the grantee may not provide rental assistance (page 82).</p> <p>An important point about the rent standard is that it includes both rent and utilities (page 83).</p> <p>As a final review to ensure that the total rent plus utilities (proposed gross rent) does not exceed the rent standard used by the program, the utility allowance should be added to the total rent to be charged by the landlord. If this amount exceeds the rent standard, then final calculation of the client rental share and the utility allowance will need to be recalculated (page 93).</p>

20. What if a unit does not comply with rent standard and rent reasonableness requirements for rental assistance services?

In short:

- The household could relocate to a unit that complies with rent standard/rent reasonableness requirements,
- The household could find another household to split housing costs with provided there are enough bedrooms to accommodate both households (shared housing arrangement),
- The household or Project Sponsor could identify and secure an alternate payer for household-paid utility costs in order to reduce or eliminate the amount of utility allowance required,
- The household could negotiate a new rent or revise the utility responsibilities with the owner, or
- On a unit by unit basis, the grantee may increase the rent standard by up to 10 percent for up to 20 percent of the units assisted (in other words, Project Sponsors may use 110 percent of the rent standard for 2 out of 10 of the combined households that receive TBRA or TSH services in a given program year). Project Sponsors must collaborate with the AA to develop a Rent Standard Increase policy and tracking method before increasing the rent standard for a proposed unit.

21. For rental assistance, can a couple be approved for a two-bedroom unit? What if the couple requires two bedrooms for medical reasons (e.g., one person is incontinent, has sleep apnea, etc.)?

Generally, a couple only needs one bedroom. The intent of TBRA and TSH Occupancy Standards is to provide smallest number of bedrooms needed by a household without overcrowding. In determining unit size for a particular household, Project Sponsors may grant an exception to the Occupancy Standards if the exception is justified by the age, sex, health, disability, or relationship of household members or other personal circumstances. Exceptions must be documented by Project Sponsors in the household’s file. Yes, Project Sponsors can make an exception to the Occupancy Standards for medical reasons if adequately justified. Also, if the individual needs a separate bedroom because of a disabling condition, Project Sponsors could grant a reasonable accommodation (see Section 8: Fair Housing, Nondiscrimination, and Equal Opportunity, 5. Reasonable Accommodations).

22. For rental assistance, if more than one adult household member is living with HIV, would the additional adults qualify for a dependent deduction?

It depends on if the other adults living with HIV have been designated as the head of the household, co-head, spouse, or sole member. Some household members may never qualify as dependents regardless of age, disability (including HIV), or student status. The head of the household, co-head, spouse, or sole member may never qualify as dependents. Also, a foster child, foster adult, an unborn child, a child who has not yet joined the household or a live-in aide may never be counted as a dependent. For example, if the other adult household member living with HIV is a significant other and designated as a co-head or spouse, this member would not qualify as a dependent.

23. For rental assistance, can an undocumented household member qualify for a dependent deduction?

No, not because they are undocumented. The dependent deduction is for each household member (with the exceptions noted in Question 35) who is under 18 years of age, disabled, or a full-time student of any age.

24. Our household lives in a rural county. The county does not have a housing authority. We are having trouble obtaining a utility allowance schedule for Form H. What should we do?

Project Sponsors should contact the housing authority that is nearest to the household. The housing authority does not necessarily have to be located in the same county as the household. After locating the nearest housing authority, Project Sponsors must keep a copy of the utility allowance schedule they used in the household's file.

25. Can DSHS explain the recent changes to Earned Income Disregard?

Section 102(a)(2) of the Housing Opportunities Through Modernization Act of 2016 (HOTMA) eliminated section 3(d) of the United States Housing Act of 1937, which allowed for the disallowance of earned income (EID) from rental assistance calculations. The Earned Income Disallowance (EID) is no longer authorized under the 1937 Act. Households receiving the EID benefit prior to passage of the final rule may continue receiving the EID benefit until their allowed timeframe expires.

26. A client receiving TBRA services has not provided any documentation to indicate he has been retained in medical care. Is the client non-compliant with HOPWA policies?

No, HOPWA only requires proof of HIV when determining basic program eligibility. Other than that, households are not required to provide additional medical documentation unless they have agreed to do so in their housing plan. Based on the information available, the client has not violated any rules. Furthermore, termination from HOPWA should be a last resort. Yes, HOPWA is intended to promote better health outcomes and using current medical documentation for monitoring purposes can be a good practice. Regardless, HOPWA prioritizes housing stability. If a Project Sponsor will require clients to provide medical documentation as a condition of receiving housing assistance, then the Project Sponsor should enact and uniformly implement a policy for all HOPWA clients. Also, clients should have the opportunity to give informed consent by signing an acknowledgement of the Project Sponsor's unique termination policy prior to enrollment.

27. If a household is being considered for rental assistance services, but they are unlikely to be approved for the Housing Choice Voucher Program or other affordable housing programs in the future (e.g., criminal background barriers), does this disqualify the household from rental assistance services?

No, some households may not be eligible for the Housing Choice Voucher Program or other affordable housing programs and it would be unreasonable to expect that their applications would be approved (this should be documented with a denial letter that explains why the household's application was denied and includes the duration of the household's ineligible period if applicable). In these circumstances, rental assistance could be used indefinitely or until the household becomes eligible for other long-term housing assistance options.

28. If a household is already receiving rental assistance services, but they are ineligible for the Housing Choice Voucher Program or other affordable housing programs due to a criminal background record, do they still have to apply only to be denied? Could they apply, be denied once, and not have to reapply every 90 days? Also, if a client applies, but cannot move due to health reasons that have been documented by a physician, do they also have to reapply every 90 days?

If the household is not eligible for the Housing Choice Voucher Program or other affordable housing programs, they do not have to apply repeatedly. A denial letter that explains why the household's application was denied and includes the duration of the household's ineligible period is sufficient. The denial letter may be used for the duration of the ineligible period. When the ineligible period is over, the household should apply again if possible. If a physician says a household cannot move for health reasons, attach documentation from the physician that describes the reasons to Form J. If the household member recovers from whatever prevented the move, then

they should apply again per usual. Note, HUD issued a press release titled “HUD and Justice Department announce new efforts to ease transition from prison and expand opportunities for jobs and housing.” The full press release and a link to the accompanying guidance can be found [here](#). One paragraph in particular could potentially increase access to public housing for some households with criminal background barriers:

“HUD announced updated public housing arrests guidance to Public Housing Authorities (PHAs) regarding the use of arrests in determining who can live in HUD-assisted properties. The guidance outlines that arrest records may not be the basis for denying admission, terminating assistance or evicting tenants; and reiterates that HUD does not require PHAs and owners to adopt “One Strike” policies and includes best practices and models of success from PHAs across the nation.”

29. Are foster children or foster adults considered dependents when determining annual adjusted income?

No. Per HUD’s *Occupancy Requirements of Subsidized Multifamily Housing Programs (4350.3), Chapter 5: Determining Income and Calculating Rent*, foster children and foster adults are not considered dependents and are not eligible for a \$480 deduction when performing a rental assistance calculation. However, payments a household receives for the care of foster children or foster adults are excluded from annual gross income.

30. A client is establishing guardianship of his nephews who live with him. May we count the nephews as dependents when determining annual adjusted income?

Yes. Per HUD’s *Occupancy Requirements of Subsidized Multifamily Housing Programs (4350.3), Chapter 5: Determining Income and Calculating Rent*, household members are not required to have legal custody of a dependent in order to receive the dependent deduction.

31. How can housing status for STRMU be confirmed if the client’s name is not on the lease agreement?

HUD Notice 06-07 for STRMU states: “In order to receive STRMU assistance, there must be evidence of client tenancy or ownership and residency. To receive rental payments, the eligible individual or a member of the resident household must present evidence that they are a named tenant under a valid lease or that they are a legal resident of the premises.” Possible sources of evidence of this include, but are not limited to:

- Documentation that the individual has been responsible for rental payments. Rental receipts, a cancelled check or a copy of a money order from the tenant to the owner would satisfy this condition.
- A late payment notice or any other written communication from the owner to the tenant that provides evidence of tenancy would also be satisfactory.
- If not named on the lease, any written documentation from the owner that the individual is a legal resident of the property.

32. A household uses a pay-as-you go utility service. The company uses email or text to inform someone of how much electricity they have used. This gives the household a chance to add money to their balance. The utility vendor draws from this, similar to a pay-as-you-go cell phone. Without a formal bill that describes what is due, how would a Project Sponsor obtain supporting documentation for STRMU payments and track the 21-week period?

In short:

- The utility vendor could provide a summary that indicates previous pre-use payments made by the client and the amount of electricity days that the payment “bought” them.
- The utility vendor may bill for services in arrears for the actual energy their home consumed. Therefore, a print-out should be able to provide the information to help determine how much STRMU assistance will purchase, and the approximate number of days that STRMU will cover.
- This verification and a print-out of the program from their web site should provide sufficient documentation for the payment and for tracking purposes.

33. Can a homeless household receive STRMU services to pay a utility debt so that they can establish utility services at a new address they will be assisted in moving into (i.e., can STRMU be used for rapid rehousing purposes)?

Although rapid rehousing is a good goal for households, STRMU cannot be provided for back debts for homeless households. Households must be currently housed in order to qualify for STRMU. STRMU is intended to stabilize households experiencing a crisis due to health or income loss that can be alleviated with a short-term assistance to keep them in their current housing if they can sustain it after the STRMU assistance ends. PHP can pay for utility hookup fees and deposits. PHP can also pay for utility arrears or other past expenses if a household must pay them to secure a new unit. If a Project Sponsor will pay arrears or other past expenses, the Project Sponsor must document that the payment is required and justified in order for the household to secure a new unit.

Project Sponsors could also contact the utility company to see if they would agree to a PHP deposit for the new service and a payment plan for the past-due amount. Because of PHP financial limitations, Project Sponsors may have to use other sources of funding to leverage the costs.

- 34. How do we correctly attribute debts to a specific timeframe for STRMU tracking? For example, a household may owe a debt of \$500.00 to their utility company in addition to the \$100.00 they owe for the most recent metering period. The \$500.00 debt has accrued over several months. How would we break this debt down into days without a record of the amount due each month?**

Project Sponsors should obtain either 1) a series of bills detailing the current charges for each metering period or 2) a ledger from the owner/representative or utility company that details how the debt accrued and any payments made by the household. This is the only way of knowing the exact amounts of debts accrued in a given timeframe with any certainty.

- 35. Are property taxes an eligible STRMU cost?**

Yes, if the taxes are included in the mortgage payment. Otherwise, they are not.

- 36. A household is composed of one serodiscordant couple. The household receives STRMU services. If the other individual seroconverts, do they qualify the household for an additional 21 weeks of assistance?**

No, the 21 weeks of assistance are for the household, not individual household members, and cannot be doubled or otherwise increased.

- 37. Can we use STRMU to pay rent, mortgage, and/or utility bills that predate their enrollment in the HOPWA Program? For example, if a client was enrolled in the HOPWA Program in January, can we pay December bills?**

Yes, STRMU may pay for previous, verifiable balances that predate a household's enrollment date in the HOPWA Program and the start date of STRMU services in order to prevent homelessness. Tracking the days of accrued costs that STRMU has paid for is merely a method of ensuring that the total amount of STRMU assistance is capped at 147 days. This also applies if the accrued costs of the bills predate the start date of the contract period (the HOPWA program year is 09/01 – 08/31). For example, a check cut in September for outstanding bills from August of the prior contract year would be billed to the contract that started in September regardless of which days of accrued costs you are paying for. Thus, there is meant to be a "seamless" housing assistance service even though a contract timeframe is crossed. From an accounting perspective, the predating bills would be charged on the current project year's budget.

- 38. If a client enrolls in the HOPWA program in June and receives STRMU utility assistance for that month plus the previous months of April and May, does this count as one month of assistance or three months?**

The 21-week limit under STRMU is based on days of accrued costs. Therefore, if STRMU pays April, May, and June, then that would constitute roughly 91 days (depending on the actual utility metering periods for each bill) out of 147 days in a 52-week period – regardless of what day or month the check is cut.

- 39. With regard to the 21-week cap for STRMU, what happens when the 21st week is in the middle of a month?**

The household or another source of assistance will have to pay for any balances beyond what STRMU can cover.

- 40. If a Project Sponsor provides one month of STRMU assistance in March, then another month in September, then another month in December, do they need to fill out Form P each time?**

No, Project Sponsors are only required to collect disenrollment information when the household is disenrolled from the program. Form P tracks both service outcome data (for TBRA, STRMU, FBHA, and Supportive Services) and program disenrollment data (if applicable) that must be reported to HUD. However, the form should be updated as services start and end and as specific service outcomes are achieved.

- 41. Can Project Sponsors develop their own system of tracking the STRMU 21-week cap?**

No, DSHS Project Sponsors must use the calendar day method. Per HUD's *HOPWA Short-Term Rent, Mortgage, and Utility Assistance Guide*, a grantee's Project Sponsors must use a uniform tracking method.

- 42. Does HUD permit a waiver of the STRMU 21-week cap?**

HUD regulations permit a waiver to be granted through the HUD Headquarters office on a case-by-case basis and approval can be granted only by the HUD Assistant Secretary for Community Planning and Development. HUD approval is rare and extraordinary and should not be expected by anyone assisted under this program.

- 43. Are Project Sponsors required to establish an Annual STRMU Cap?**

No. Project Sponsors may choose to set an Annual STRMU Cap based on available funds and clients' needs.

- 44. Due to limited funds and with the approval of the AA, can a Project Sponsor allocate only for STRMU?**

Project Sponsors must justify to the AA the reason for providing only STRMU. For example, an acceptable justification may be that another organization is meeting the need for TBRA. Project Sponsors should not decide to provide only one service based on administrative purposes. The decision should be based on local needs.

45. Can a Project Sponsor choose not to pay late and/or reconnect fees?

Yes. Note, if a Project Sponsor chooses to not pay late and/or reconnect fees for any households, the Project Sponsor must have a local program policy stating that it will not pay late and/or reconnect fees and the policy must be approved by the AA. Project Sponsors should first consider the consequences of such a policy on their ability to adequately prevent homelessness and/or facilitate access to housing.

46. Is a Project Sponsor required to allow assistance for security and utility deposits?

No. Project Sponsors may choose to provide PHP services based on current program funds, the need for move-in assistance within their HSDA, and capacity to maintain accounting records for returned security and utility deposits ("program income").

47. If a household is receiving rental assistance (e.g., TBRA or TSH) and experiences an emergency event that forces them to leave the current unit (e.g., a disaster, prolonged utility outage, credible threats to safety, etc.), can a Project Sponsor provide STSH for a hotel/motel stay in order to prevent homelessness until the situation has resolved?

Yes. While dual rental assistance/emergency shelter payments for a household can constitute a duplication of services in some situations, it might be possible to provide this type of assistance on a case-by-case basis depending upon the circumstances. HUD/HOPWA guidance is clear that an assisted household cannot receive both a rental assistance subsidy (HOPWA rental assistance or another federal rental assistance subsidy such as Section 8/HCV) and emergency assistance, including hotel/motel assistance, at the same time. However, if a household receiving rental assistance must leave the assisted unit due to an emergency event and temporarily reside in a hotel/motel to prevent homelessness, this would not constitute any duplication of assistance. If a Project Sponsor will utilize this option, they must consult with the AA and the AA must consult with DSHS. DSHS will provide written approval/denial to the AA and Project Sponsor via email to be included in the household's record. If approved by DSHS, a Project Sponsor should include documentation of the circumstances and carefully explain the need for emergency shelter to avoid homelessness in the household's case notes or on letterhead. If, for any reason, a household receiving rental assistance cannot remain in their current unit due to an action/inaction of the owner, a Project Sponsor should obtain a legal review of the owner's responsibilities outlined in the lease.

48. A household is currently enrolled in the HOPWA program and receiving rental assistance services (in this case, TBRA). The household has received a Housing Choice Voucher (HCV) and must find a suitable unit before their voucher term expires. If their current unit does not qualify for HCV (although it should since the requirements for TBRA and HCV are similar), then they would have to move. This would entail breaking their current lease and selecting a different unit. The owner of the HOPWA-assisted unit stated that the penalty for breaking the lease would cost approximately \$3,000. If a household must break their current lease in order to transition from HOPWA to HCV, can PHP pay penalties for breaking the current lease in the interest of 1) securing a new permanent residence in which continued occupancy is expected while 2) averting a negative impact to the household's rental history?

No. Breaking and buying out the remainder of a lease agreement is not an eligible PHP cost, nor an eligible cost under any other HOPWA activity. The Project Sponsor should work closely with the household and the HCV program to help ensure that the current unit meets HCV requirements. The Project Sponsor should also determine what the HCV program's policy is regarding requesting an extension to the initial voucher term, should that option be needed.

Household Composition and Shared Housing Arrangements

49. What is the difference between the client household and roommate households?

A roommate relationship (shared housing arrangement) is established for the purposes of sharing rent and utilities in return for receiving a share of the space available. In shared housing arrangements, two or more unrelated households live in a single unit. Applicant households must identify their household members during initial eligibility certifications and interim and annual eligibility recertifications. Household membership is defined by the household, not by blood or marital relationships.

50. Can a household rent a room or property from family?

The shared housing regulations in 24 CFR §982.615(b)(3) state that "an assisted person may not be related by blood or marriage to a resident owner." Also, per 24 CFR §982.306(d), Project Sponsors cannot provide housing assistance if the unit owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family. However, Project Sponsors may grant an exception to these regulations if they determine that approving the unit would provide a reasonable accommodation for a household member who is disabled. For example, a reasonable accommodation would permit a person with disabilities, including PLWH, to receive benefits when housed with a family member who owns or rents the housing unit if a medical professional determines that living with the family member is important to the client's overall health and welfare. In such situations, the resident owner's income is not to be counted in determining the household's income eligibility for the program. Such payments are based on the number of bedrooms that the person with disabilities occupies in the home and must be reasonable for the type and nature of the housing arrangement, and similar to the reasonable rental fees available in comparable unassisted units. To further clarify, a reasonable accommodation is permitted for clients who need to stay in place as an accommodation for their disability. If able, a client can make a reasonable accommodation request in writing, however, if the client is unable, they may have someone assist them with the request. Project Sponsors may also ask for written verification from a healthcare provider or someone knowledgeable about the person's disability as back-up for the file. A reasonable accommodation should not be used merely as a mechanism for clients not to have to move or in an effort to exclude additional household member's income that would normally be considered when determining income eligibility – but be legitimately due to their particular disability. Overall, the process for requesting and approving reasonable accommodations shouldn't be complicated, and generally, in other housing programs such as Section 8, reasonable requests are more often approved than not. See the decision tree under Appendix J: "Can I Pay this Owner?" for additional guidance.

51. Can an applicant household with a child who does not live with them include the child as part of the application?

No, the dependent child must live in the household at least 51 percent of the time to be included as a household member.

52. If two single-person households live together in a shared housing arrangement (i.e., roommates) but then decide to get married (i.e., the roommate joins the client's household), how do we document this change?

Conduct an interim eligibility recertification to document the change in household composition and assess other eligibility factors.

Other Questions

53. Which HOPWA contract pays September rent?

Generally, Project Sponsors cut checks for next month's rent a few days early to ensure that the rent is paid in a timely manner. In this scenario, the invoice (supporting document) is for September rent. When the check clears, the Project Sponsor will move the funds from the prepaid account to the rent expense account showing it was paid. This will be done in the month (September) in which the activity (rent) occurred. For example, a check cut on 08/31/21 for September rent would ultimately appear on the HOPWA 2021 (09/01/21 – 08/31/22) general ledger because the Project Sponsor would complete a journal entry moving the funds from the prepaid account to the expense account. Project Sponsors must remember to move funds from the prepaid account to the expense account. If a Project Sponsor forgets to move these funds, then they would remain in the HOPWA 2020 (09/01/20 – 08/31/21) general ledger. If this expenditure were selected for fiscal review, the cost would be disallowed because the activity occurred in HOPWA 2021.

54. When a lease agreement is not available, what type of documentation is needed for housing assistance?

An executed formal lease is preferable because it (a) confirms residency for program eligibility, (b) confirms tenancy as a prerequisite for TBRA, STRMU, and TSH services, and (c) is a supporting document for housing assistance payments. Also, an executed formal lease affords legal protections to households and contributes to housing stability. Sample leases are available online. If Project Sponsors cannot obtain an executed formal lease, a letter signed and dated by the owner and the client is acceptable if it contains the following information: Address of unit, amount of rent, due date of rent, period covered by the lease, whether utilities are included in the rent and what kinds, and the address and phone number of the owner or other individual to whom payment is to be made (see Appendix I: Tenant Lease Provisions for additional guidance).

55. What are the penalties for households that violate the terms of their lease?

A household may be considered for termination from the program if they violate the terms of their lease or occupancy agreement. Project Sponsors must ensure that Supportive Services are provided so that a household's assistance is terminated only in the most severe cases. The Project Sponsor must follow their termination policy. If a household will be evicted from their unit for violating the terms of their lease, but will not be terminated from the program, the household may receive PHP services as a rapid-rehousing intervention.

56. What is the liability of the Project Sponsor under the Housing Quality Standards?

None. The inspection is not a declaration that the unit is a safe environment and should not be represented that way. Additionally, Form G states that the person performing the inspection has inspected the property to the best of their ability. This does not imply any professional liability.

57. How does the Project Sponsor ensure smoke detector compliance without an inspection?

TBRA and TSH services require an inspection, but STRMU, STSH, and PHP services generally do not. For STRMU, STSH, and PHP, clients self-certify the presence of functional smoke detectors using Form G.

58. If a client was terminated from the program, do they have the right to reapply for the program the following month?

Yes. There is no clock-time limitation between program enrollment periods. Project Sponsors should have a termination policy that notes the duration that a client will have to wait to reapply for the program if terminated or for specific program services if services have ended.

59. If an AA receives a refund for disallowed costs from a Project Sponsor, what do we do with it?

- If an AA receives a refund from a Project Sponsor and the contract that funded the cost is still open, the AA must use all returned funds to pay other HOPWA expenses incurred during the remainder of the contract before requesting further reimbursement from DSHS. If the contract closes before the AA has exhausted the refund, the AA must return the remaining funds to DSHS. The AA refund to DSHS should identify the specific contract that originally funded the cost.
- If the AA receives a refund from a Project Sponsor and the contract that funded the cost is closed, the AA must return the funds to DSHS and the refund should identify the specific contract that originally funded the cost.

60. If a Project Sponsor receives a refund for a security/utility deposit from a vendor, what do we do with it?

- If a Project Sponsor receives a security/utility deposit refund from a vendor and the Project Sponsor is still contracted to provide HOPWA services, the Project Sponsor must use all returned funds to pay other HOPWA expenses incurred during the current program year before requesting further reimbursement from the AA. Project Sponsors must report security/utility deposit refunds (credits) as program income on the Program Progress Report (PPR) and on the Program Income line of Form 269a, Financial Status Report.
- If a Project Sponsor receives a security/utility deposit refund from a vendor and the Project Sponsor is no longer contracted to provide HOPWA services, the Project Sponsor must return the remaining funds to the AA. The AA must use all returned funds to pay other HOPWA expenses incurred during the current program year before requesting further reimbursement from DSHS.

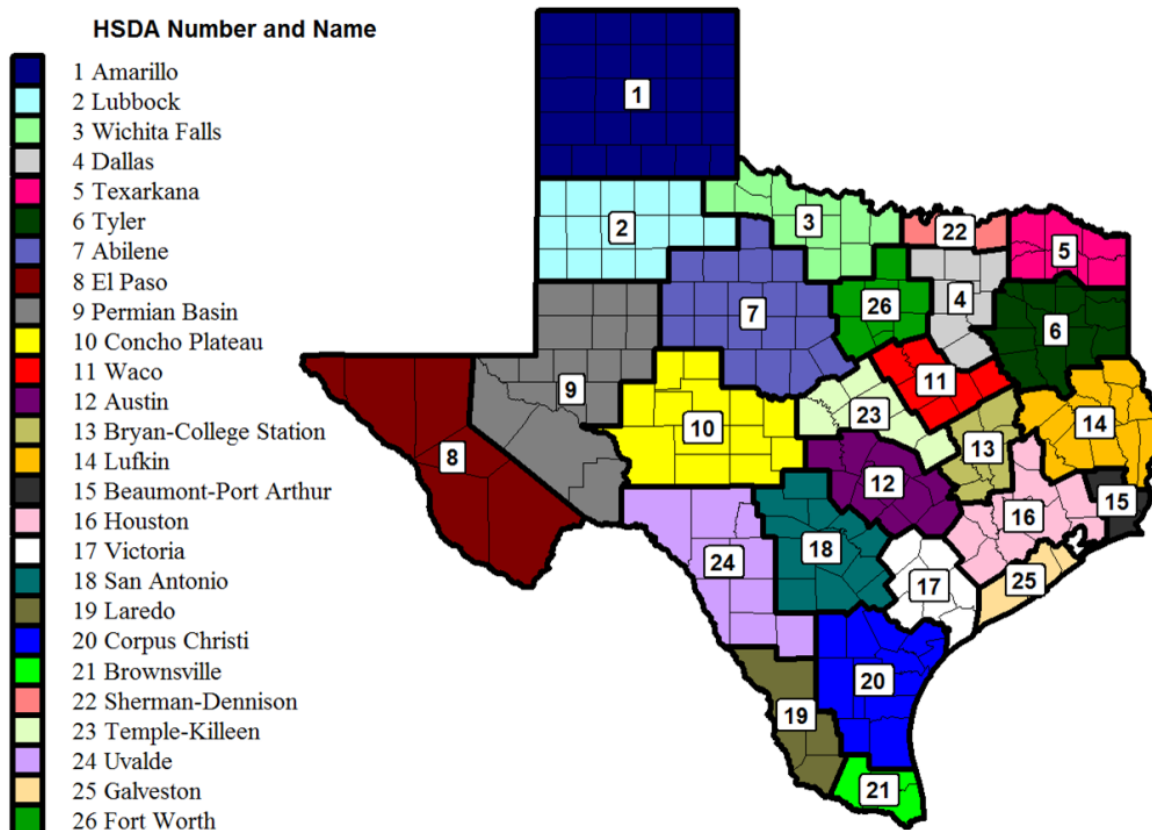
61. What is a unit of service for HOPWA?

A unit of service would be one service transaction (e.g., one TBRA payment or one STRMU payment).

62. If a client is unable to meet with a Project Sponsor nor complete/update program forms in person, can a Project Sponsor utilize remote means of interfacing with the client?

Yes. Instead of a face-to-face meeting, a Project Sponsor may arrange for a remote meeting via phone or audio/video streaming technology. When possible, please attempt to complete all paperwork and documentation via mail, fax, or other secure electronic means. Third-party eligibility and supporting documents are still preferred. Project Sponsors may use electronic signature software to obtain household member signatures. The software must meet the Project Sponsor's confidentiality and data security policies and/or procedures. If a Project Sponsor needs to procure such software, the cost may be allocated to specific activity categories as a direct service delivery cost or allocated to Project Sponsor administration. Note, Project Sponsors performing telehealth activities may already have such software and could expand its use to the HOPWA program. On a case-by-case basis and as a last resort, Project Sponsors may complete DSHS HOPWA Program forms that would otherwise require a household member's signature on behalf of the household (Forms A, B, D, G, N, and O, but not Form F). In lieu of a household member's signature, Project Sponsors may make a note on the program form that obtaining a signature from the applicable household member was not possible. In the household's case notes, the Project Sponsor should document this decision and provide a brief rationale.

Appendix G: HIV Service Delivery Area (HSDA) Map and Counties



Plan Area (7)	HSDA (26)	Counties (254)
South Central	San Antonio	Atascosa, Bandera, Bexar, Comal, Frio, Gillespie, Guadalupe, Karnes, Kendall, Kerr, Medina, Wilson
Central	Abilene	Brown, Callahan, Coleman, Comanche, Eastland, Fisher, Haskell, Jones, Kent, Knox, Mitchell, Nolan, Runnels, Scurry, Shackelford, Stephens, Stonewall, Taylor, Throckmorton
	Austin	Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson
	Bryan-College Station	Brazos, Burleson, Grimes, Leon, Madison, Robertson, Washington
	Eagle Pass-Uvalde	Dimmit, Edwards, Kinney, La Salle, Maverick, Real, Uvalde, Val Verde, Zavala
	San Angelo-Concho Plateau	Coke, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Reagan, Schleicher, Sterling, Sutton, Tom Green
	Temple-Killeen	Bell, Coryell, Hamilton, Lampasas, Milam, Mills, San Saba
	Victoria	Calhoun, DeWitt, Goliad, Gonzales, Jackson, Lavaca, Victoria
	Waco	Bosque, Falls, Freestone, Hill, Limestone, McLennan
	Wichita Falls	Archer, Baylor, Clay, Cottle, Foard, Hardeman, Jack, Montague, Wichita, Wilbarger, Young
Northeast	Dallas	Collin, Dallas, Denton, Ellis, Hunt, Kaufman, Navarro, Rockwall
	Sherman-Denison	Cooke, Fannin, Grayson
East	Beaumont-Port Arthur	Hardin, Jefferson, Orange
	Galveston	Brazoria, Galveston, Matagorda
	Houston	Austin, Chambers, Colorado, Fort Bend, Harris, Liberty, Montgomery, Walker, Waller, Wharton
	Nacogdoches-Lufkin	Angelina, Houston, Jasper, Nacogdoches, Newton, Polk, Sabine, San Augustine, San Jacinto, Shelby, Trinity, Tyler
	Texarkana-Paris	Bowie, Cass, Delta, Franklin, Hopkins, Lamar, Morris, Red River, Titus
	Tyler-Longview	Anderson, Camp, Cherokee, Gregg, Harrison, Henderson, Marion, Panola, Rains, Rusk, Smith, Upshur, Van Zandt, Wood
PanWest	Amarillo	Armstrong, Briscoe, Carson, Castro, Childress, Collingsworth, Dallam, Deaf Smith, Donley, Gray, Hall, Hansford, Hartley, Hemphill, Hutchinson, Lipscomb, Moore, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Sherman, Swisher, Wheeler
	El Paso	Brewster, Culberson, El Paso, Hudspeth, Jeff Davis, Presidio
	Lubbock	Bailey, Cochran, Crosby, Dickens, Floyd, Garza, Hale, Hockley, King, Lamb, Lubbock, Lynn, Motley, Terry, Yoakum
	Midland-Odessa	Andrews, Borden, Crane, Dawson, Ector, Gaines, Glasscock, Howard, Loving, Martin, Midland, Pecos, Reeves, Terrell, Upton, Ward, Winkler
South	Brownsville-Harlingen	Cameron, Hidalgo, Willacy
	Corpus Christi	Aransas, Bee, Brooks, Duval, Jim Wells, Kenedy, Kleberg, Live Oak, McMullen, Nueces, Refugio, San Patricio
	Laredo	Jim Hogg, Starr, Webb, Zapata
Northwest	Fort Worth	Erath, Hood, Johnson, Palo Pinto, Parker, Somervell, Tarrant, Wise

Appendix H: Rental Assistance Instructions for Shared Housing Arrangements

(Source: 24 CFR §574.320(b), §982.306(d), §982.615 – 982.618. HOPWA Rental Assistance Guidebook, Chapter 4: Program Operations – Rental Subsidy)

Per 24 CFR §574.320(b), shared housing arrangements where two or more unrelated households live together are allowable under TBRA and TSH services. Shared housing can often be a cost-effective alternative to individual housing arrangements. Shared housing arrangements should be voluntary. Project Sponsors must use the following instructions when completing **Form H: Rent Standard and Rent Reasonableness Certification**.

Qualifications

To qualify for shared housing, 1) the entire unit must meet all Housing Quality Standards; 2) the unit must include (whether in the private or common space) a living room, sanitary facilities, and food preparation and refuse disposal facilities; 3) the entire unit must provide adequate space and security for all of its households (whether assisted or unassisted); 4) the unit must contain private space for each household, plus common space for all households; and 5) the private space for each household must contain at least one bedroom for each two members. A zero- or one-bedroom unit may not be used for shared housing.

Additionally, an assisted person may not be related by blood or marriage to a resident owner and Project Sponsors cannot provide housing assistance if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the household. Project Sponsors may grant an exception to these regulations if they determine that approving the unit would provide a reasonable accommodation for a household member with disabilities (see Appendix J: “Can I Pay this Owner?”).

Rent Standard Requirements in Shared Housing Arrangements

In shared housing, rent standard requirements still apply. The rent standard for shared housing is the lower of:

- **Rent Standard for the size of the private space**
For example, if a household qualifies for two out of three bedrooms, select the rent standard for a two-bedroom. Enter the value on Form H under Rent Standard.
OR
- **Rent Standard for the pro-rata share of the private space as compared to the total space in the unit**
Divide the total space the household qualifies for by the total private space available to determine the pro-rata share. For example, if a household qualifies for two out of three bedrooms, divide the rent standard for a three-bedroom by 3 and multiply the quotient by 2. Enter the product on Form H under Rent Standard.

Rent Reasonableness Requirements in Shared Housing Arrangements

In shared housing, rent reasonableness requirements still apply. The reasonable rent for shared housing depends on:

- **If the rent standard for the size of the private space is used, then comparison units should have this unit size**
In the above example, if the rent standard for a two-bedroom was lower than the pro-rata shared rent, then comparison units should have two bedrooms. Enter two-bedroom units with full rent on Form H under Rent Reasonableness.
OR
- **If the rent standard for the pro-rata share of the private space as compared to the total space in the unit is used, then comparison units should have the same number of total bedrooms**
In the above example, if the pro-rata shared rent for two out of three bedrooms was lower than the rent standard for a two-bedroom, then comparison units should have three bedrooms. Enter three-bedroom units with pro-rated rent on Form H under Rent Reasonableness. The rents of the comparison units must be figured using the same pro-rata share. If the comparison unit rent is \$600.00 and the household will occupy 2 out of 3 bedrooms, the comparison unit rent will be figured as \$400.00 ($(\$600.00 / 3) * 2 = \400.00).

NOTE: If the household will receive a utility allowance, the allowance for the proposed and comparison units must be figured as the pro-rata share of the private space. Project Sponsors must use the utility allowance for the lower of either the number of bedrooms allowed by the Occupancy Standards or the actual number of bedrooms in the proposed unit. For example, if a household qualifies for one out of three bedrooms, divide the utility allowance for a three-bedroom by 3 and multiply the quotient by 1. Enter the product on Form H under Utility Allowance.

Appendix I: Tenant Lease Provisions

(Source: HOPWA Rental Assistance Guidebook, Chapter 5: Program Operations – Policies and Procedures. HOPWA Grantee Oversight Resource Guide, Leases)

Project Sponsors should ensure that prospective leases for TBRA and TSH services include and exclude certain provisions as described in this Appendix. Program staff should review prospective leases to ensure they meet any additional requirements developed by the Project Sponsor. Households should not be directed to sign a lease until this review is complete. Generally, the lease should be for not less than one year and should allow for renewal after that period. However, Project Sponsors may approve a shorter initial lease if it would improve housing opportunities for a household and such shorter term is the prevailing local market practice. Executed leases (i.e., signed and dated by all parties) must be maintained in each household's file. In shared housing arrangements where two or more unrelated households live together, Project Sponsors must obtain a written roommate agreement with a breakout of each household's share of the total rent to the owner.

The following provisions should be included in the lease or added as a lease addendum:

- Details about the rental amount, including tenant and rental program shares of the rent to be paid monthly
- List of utilities to be paid or provided by owner and those to be paid by tenant
- List of appliances to be provided by owner
- Explanation of owner's responsibility for maintenance and services
- Condition(s) necessary for eviction
- Prohibition against discrimination
- Amount of security deposit and who will pay it
- Names of all occupants that will be living in the unit

The following provisions should be excluded from the lease:

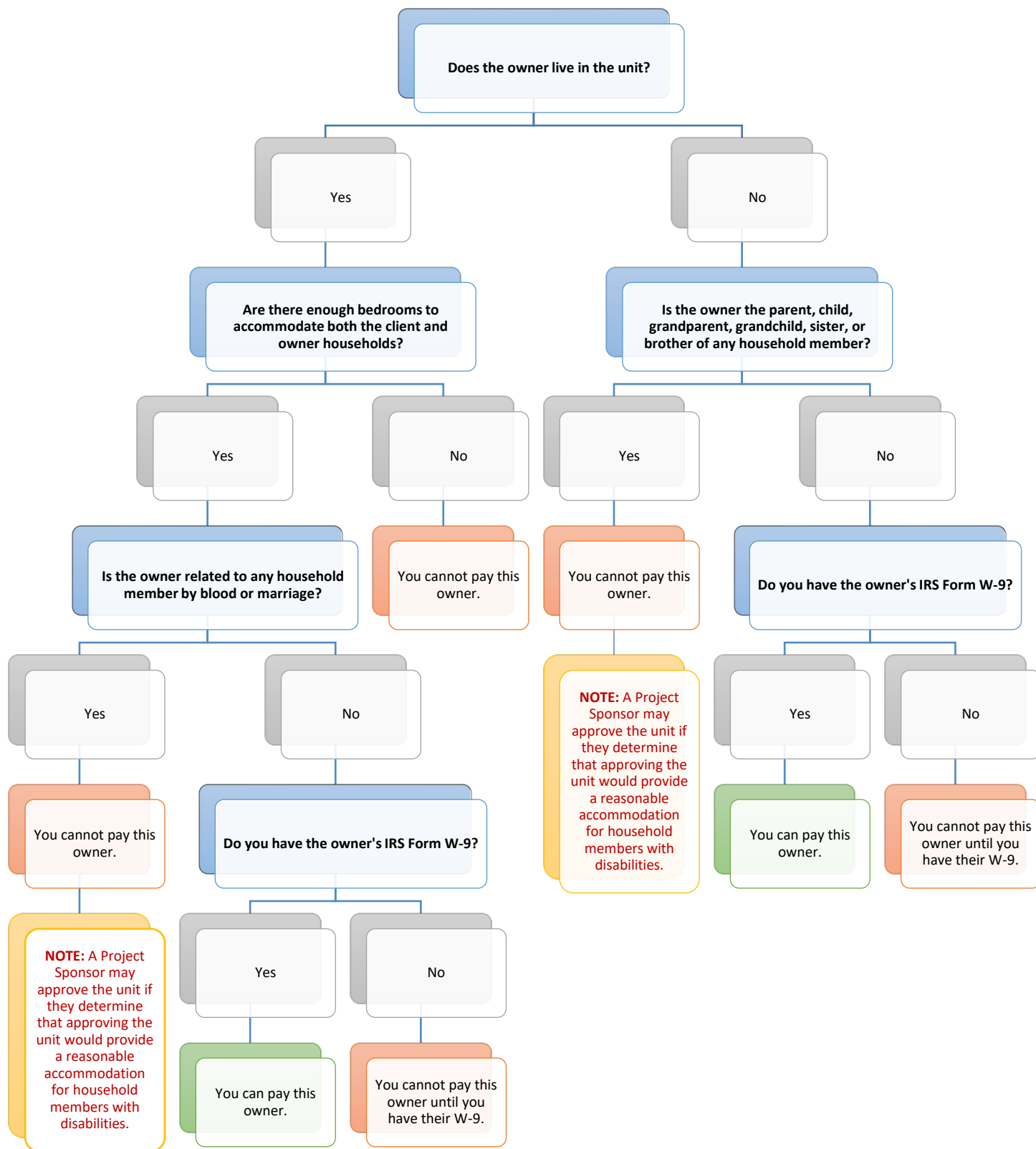
- *Agreement to be sued.* Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the owner in a lawsuit brought in connection with the lease
- *Treatment of property.* Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties (Note: This prohibition does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with state law.)
- *Excusing owner from responsibility.* Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent
- *Waiver of notice.* Agreement by the tenant that the owner may institute a lawsuit without notice to the tenant
- *Waiver of legal proceedings.* Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties
- *Waiver of right to appeal court decision.* Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease
- *Tenant chargeable with cost of legal actions regardless of outcome.* Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant (Note: The tenant may be obligated to pay costs if the tenant loses.)
- *Payment of additional rent or fees to owner.* Agreement by the tenant to pay additional rent or fees to the owner out of pocket once occupancy takes place

The terms should allow the owner to terminate or not renew the lease only for the following reasons:

- Serious or repeated violation of the terms and conditions of the lease
- Violations of applicable Federal, state, or local law
- For other good cause

Appendix J: "Can I Pay this Owner?"

(Source: 24 CFR §982.306(d), §982.615(b)(3))



Appendix K: VAWA Requirements for Rental Assistance Services

(Source: 24 CFR §5, Subpart L; §574.310; §574.460; §574.530, §574.604)

Owners

- Owners must use the **VAWA Lease Addendum**. The Addendum incorporates eviction prohibitions, lease construction provisions, and the confidentiality of documentation submitted by survivors requesting emergency transfers and of each survivor's housing location.
- The **VAWA Lease Addendum** provides that the survivor may terminate the lease without penalty if the survivor has met the requirements for emergency transfer.
- Owners must provide the **VAWA Notice of Occupancy Rights** and **VAWA Certification Form** with any notification of eviction they provide to the household.
- Owners may bifurcate a lease in order to evict an accused perpetrator without regard to whether the accused perpetrator is a signatory to the lease and without evicting or otherwise penalizing a survivor or other beneficiaries.
- If an owner will bifurcate a lease, they must do so in accordance with Federal, State, or local law for lease termination.

Survivors

- These protections are for survivors of domestic violence, dating violence, sexual assault, or stalking who are applying for, or are the beneficiaries of, assistance under a HUD program covered by VAWA.
- Protections are not limited to women; VAWA covers survivors regardless of sex, sexual orientation, or gender identity. Survivors cannot be discriminated against on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age.
- In the event of an incident, Project Sponsors may request, in writing, that the survivor submit documentation as specified under Permissible Documentation.
- If a survivor requests protections, they must submit the request to the Project Sponsor. The Project Sponsor will work with the owner to facilitate protections on the survivor's behalf. Project Sponsors must follow the documentation and confidentiality requirements.
- Project Sponsors are also responsible for determining on a case-by-case basis whether to provide rental assistance to remaining beneficiaries if lease bifurcation or an emergency transfer results in division of the household.
- Project Sponsors should undertake whatever actions permissible and feasible to assist a survivor to remain in their unit or transfer to a new unit, and for the Project Sponsor to bear the costs of any transfer, where permissible.

Grace Periods

- Project Sponsors must collaborate with the AA to develop a local program policy and procedure for reasonable survivor grace periods. Among other grace period considerations, the policy must address VAWA lease bifurcations where the accused perpetrator is the eligible individual and the survivor is a remaining beneficiary.
- Project Sponsors must provide the survivor and remaining beneficiaries a period which shall be no less than 90 calendar days and no more than one year from the date of lease bifurcation to: Establish eligibility for the DSHS HOPWA Program, another housing program, or find alternative housing.
- Project Sponsors must notify the survivor and remaining beneficiaries of the duration of the grace period and may assist them with information on other available housing programs and with moving expenses.
- Project Sponsors must provide housing assistance and supportive services to the survivor and remaining beneficiaries during the grace period.

Notification Requirements

- Project Sponsors must provide the **VAWA Notice of Occupancy Rights** and **VAWA Certification Form** to households at the following times: At the time the household is denied or provided rental assistance, with any notification of termination of rental assistance, and during annual recertifications.
- The Notice and Certification must be made available in multiple languages.
- The **VAWA Notice of Occupancy Rights** explains the VAWA protections and any limitations on those protections.
- In the event of an incident, Project Sponsors may request, in writing, that the survivor submit documentation as specified under Permissible Documentation.

Emergency Transfers

- Project Sponsors must adopt the **VAWA Emergency Transfer Plan**. The Plan describes the procedure for survivors who meet emergency transfer requirements to move quickly with continued rental assistance. Project Sponsors must make its Plan available upon request and, when feasible, must make its plan publicly available.
- To qualify for emergency transfer, the survivor must request a transfer in writing using the **VAWA Emergency Transfer Form**. The Form must be made available in multiple languages. Project Sponsors must provide reasonable accommodations to this policy for survivors with disabilities. Also, the survivor must reasonably believe there is an actual and imminent threat if they remain within the same unit they currently occupy.
- If they are a survivor of sexual assault, they must reasonably believe there is an actual and imminent threat if they remain within the same unit they currently occupy, or the sexual assault occurred on the premises during the 90-calendar-day period preceding the date of the emergency transfer request.
- The Plan may require a survivor requesting emergency transfer to submit documentation as specified under Permissible Documentation.
- Project Sponsors must maintain emergency transfer data, including outcome data for each request, and report this data to HUD annually. Project Sponsors must ensure that emergency transfer records are maintained for a 4-year period.

Request for Documentation

- If an applicant or beneficiary informs a Project Sponsor they are a survivor, the Project Sponsor may request, in writing, that the applicant or beneficiary submit the documentation specified under Permissible Documentation.
- Project Sponsors are not required to request that an applicant or beneficiary submit documentation of survivor status.
- If an applicant or beneficiary does not provide the requested documentation within 14 business days after the date they receive the request in writing, the Project Sponsor may:
 - Deny admission by the applicant or beneficiary to the DSHS HOPWA Program;
 - Deny housing assistance and supportive services to the applicant or beneficiary;
 - Terminate the participation of the beneficiary in the DSHS HOPWA Program; or
 - At the Project Sponsor's discretion, extend the 14-business-day deadline.

Permissible Documentation & Submission Requirements

- In response to a written request from the Project Sponsor, the applicant or beneficiary may submit as documentation any one of the following items, where it is at the discretion of the applicant or beneficiary which one of the following forms of documentation to submit:
 - The **VAWA Certification Form**, which:
 - States that the applicant or beneficiary is a survivor;
 - Describes the incident; and
 - Includes the name of the accused perpetrator if it is known and safe to provide; or
 - A document:
 - Signed by an employee, agent, or volunteer of a survivor service provider, an attorney, or medical professional, or a mental health professional (collectively, "professional") from whom the survivor has sought assistance relating to the incident or the effects of abuse;
 - Signed by the applicant or beneficiary; and
 - That specifies, under penalty of perjury, that the professional believes the incident occurred, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking; or
 - A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
 - At the Project Sponsor's discretion, a statement or other evidence provided by the applicant or beneficiary.
- If a Project Sponsor receives documentation that contains conflicting information (including Certification Forms from two or more beneficiaries of a household each claiming to be a survivor and naming another beneficiary as the accused perpetrator), the Project Sponsor may require an applicant or beneficiary to submit third-party documentation, as described above, within 30 calendar days of the date of the request for the third-party documentation.

Confidentiality

- If an applicant or beneficiary submits documentation of survivor status (confidential information) to a Project Sponsor, the Project Sponsor must maintain the documentation in strict confidence.
- Project Sponsors shall not allow any staff to have access to confidential information unless explicitly authorized by the Project Sponsor for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.
- Project Sponsors shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is:
 - Requested or consented to in writing by the survivor in a time-limited release;
 - Required for use in an eviction proceeding or hearing regarding termination of assistance from the DSHS HOPWA Program; or
 - Otherwise required by applicable law.

Prohibited basis for denial or termination of assistance or eviction

- An applicant or beneficiary of the DSHS HOPWA Program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the unit on the basis or as a direct result of the fact that the applicant or beneficiary is or has been a survivor of domestic violence, dating violence, sexual assault, or stalking, if the applicant or beneficiary otherwise qualifies for admission, assistance, participation, or occupancy.
- A beneficiary of the DSHS HOPWA Program may not be denied assistance or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:
 - The criminal activity is perpetrated by a household member, guest, or other person under the control of the household; and
 - A beneficiary is the survivor or threatened survivor of such domestic violence, dating violence, sexual assault, or stalking.

Construction of lease terms and terms of assistance

- An incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as:
 - A serious or repeated violation of an executed lease by the survivor or threatened survivor of such incident; or
 - Good cause for terminating the assistance, tenancy, or occupancy rights under the DSHS HOPWA Program of the survivor or threatened survivor of such incident.

Limitations of VAWA protections

- VAWA does not limit the authority of owners or Project Sponsors, when notified of a court order, to comply with a court order with respect to:
 - The rights of access or control of property, including civil protection orders issued to protect a survivor of domestic violence, dating violence, sexual assault, or stalking; or
 - The distribution or possession of property among beneficiaries.
- VAWA does not limit the authority of owners or Project Sponsors to evict or terminate assistance to a household for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against beneficiaries. However, owners or Project Sponsors must not subject a beneficiary, who is or has been a survivor of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with a beneficiary who is or has been a survivor of domestic violence, dating violence, sexual assault or stalking, to a more demanding standard than other beneficiaries in determining whether to evict or terminate assistance.
- VAWA does not limit the authority of owners or Project Sponsors to terminate assistance to or evict a household if the owner or Project Sponsor can demonstrate an actual and imminent threat to other households or those employed at or providing service to property of the owner or Project Sponsor would be present if that beneficiary or household is not evicted or terminated from assistance. In this context, words, gestures, actions, or other indicators will be considered an “actual and imminent threat” if they meet the standards provided in the definition of “actual and imminent threat” in 24 CFR §5.2003.
- Any eviction or termination of assistance should be utilized by owners or Project Sponsors only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the survivor to a different unit, barring the accused perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the accused perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual beneficiaries.





TEXAS

Health and Human Services

Health and Human Services (HHS)
Uniform Terms and Conditions - Vendor
Version 3.2

Effective: April 2021

Responsible Office: Chief Counsel

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“[Amendment](#)” means a written agreement, signed by the Parties, which documents changes to the Contract other than those permitted by Work Orders.

“[Attachment](#)” means documents, terms, conditions, or information added to this Contract following the Signature Document or included by reference and made a part of this Contract.

“[Contract](#)” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, purchase orders, or Work Orders that may be issued by the System Agency, to be incorporated by reference for all purposes.

“[Contractor](#)” means the Party selected to provide the goods or Services to the State under this Contract.

“[Deliverable](#)” means a Work Product(s), including all reports and project documentation, prepared, developed, or procured by Contractor as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“[Effective Date](#)” means the date agreed to by the Parties as the date on which the Contract takes effect.

“[Federal Fiscal Year](#)” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“[GAAP](#)” means Generally Accepted Accounting Principles.

“[GASB](#)” means the Governmental Accounting Standards Board.

“[Goods](#)” means supplies, materials, or equipment.

“[Health and Human Services Commission](#)” or “[HHSC](#)” means the administrative agency established under Chapter 531, Texas Government Code, or its designee.

“[Health and Human Services](#)” or “[HHS](#)” includes the Department of State Health Services (DSHS), in addition to the Health and Human Services Commission.

“[HUB](#)” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“[Intellectual Property Rights](#)” means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such rights may be evidenced by or embodied in:

- i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;

- ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
- iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
- iv. domain name registrations; and
- v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

“[Parties](#)” means the System Agency and Contractor, collectively.

“[Party](#)” means either the System Agency or Contractor, individually.

“[Project](#)” means the goods or Services described in the Signature Document or a Work Order of this Contract.

“[Scope of Work](#)” means the description of Services and Deliverables specified in the Contract and as may be amended.

“[Services](#)” means the tasks, functions, and responsibilities assigned and delegated to Contractor under the Contract.

“[Signature Document](#)” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“[Solicitation](#)” means the document issued by the System Agency (including any published addenda, exhibits, and Attachments) under which the goods or Services provided under the Contract were initially requested, which is incorporated by reference for all purposes in its entirety.

“[Solicitation Response](#)” means Contractor’s full and complete response (including any Attachments and addenda) to the Solicitation, which is incorporated by reference for all purposes in its entirety.

“[State Fiscal Year](#)” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“[State of Texas Textravel](#)” means the State Travel Management Program through the Texas Comptroller of Public Accounts website and Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“[Subcontract](#)” means any written agreement between Contractor and a third party to fulfill the requirements of the Contract. All Subcontracts are required to be in writing.

“[Subcontractor](#)” means any individual or entity that enters a contract with the Contractor to perform part or all of the obligations of Contractor under this Contract.

“[System Agency](#)” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under state law and the officers, employees, authorized representatives, and designees of those agencies. These agencies include: HHSC and the Department of State Health Services.

“[Third Party IP](#)” means the Intellectual Property Rights of any third party that is not a party to this Contract, and that is not a Subcontractor.

“[Work](#)” means all Services to be performed, goods to be delivered, and any appurtenant actions performed, and items produced, conceived, or developed, including Deliverables.

“[Work Order](#)” means an individually negotiated document that is executed by both Parties and which authorizes a Project, if any, in an indefinite quantity Contract.

“[Work Product](#)” means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the Deliverables, that are developed, produced, generated, or provided by Contractor in connection with Contractor’s performance of its duties under the Contract or through use of any funding provided under this Contract.

1.2 INTERPRETIVE PROVISIONS

- A. The meanings of defined terms include the singular and plural forms.
- B. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- C. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.
- D. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- E. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- F. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- G. All Attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- H. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative, and each will be performed in accordance with its terms.
- I. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- J. Time is of the essence in this Contract.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2 ANCILLARY AND TRAVEL EXPENSES

- A. Except as otherwise provided in the Contract, no ancillary expenses incurred by the Contractor in connection with its provision of the Services or Deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to costs associated with transportation, delivery, and insurance for each Deliverable.
- B. When the reimbursement of travel expenses is authorized by the Contract, all such expenses will be reimbursed in accordance with the rates set by the State of Texas *Textravel* available at the Texas Comptroller of Public Accounts State Travel Management Program website.

2.3 NO QUANTITY GUARANTEES

The System Agency makes no guarantee of volume or usage of work under this Contract. All Work requested may be on an irregular and as needed basis throughout the Contract term.

2.4 TAXES

Purchases made for State of Texas use are exempt from the State Sales Tax and Federal Excise Tax. Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from the Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Contractor or its employees. System Agency shall not be liable for any taxes resulting from the contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

The Contract is subject to termination or cancellation, without penalty to the System Agency, either in whole or in part, subject to the availability of state funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Contractor's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Contractor for any damages that are caused or associated with such termination, or cancellation, and System Agency will not be required to give prior notice.

3.2 NO DEBT AGAINST THE STATE

This Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBT AND DELINQUENCIES

Contractor agrees that any payments due under the Contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

3.4 REFUNDS AND OVERPAYMENTS

- A. At its sole discretion, the System Agency may:
 - i. withhold all or part of any payments to Contractor to offset overpayments, unallowable or ineligible costs made to the Contractor, or if any required financial status report(s) is not submitted by the due date(s); or,
 - ii. require Contractor to promptly refund or credit - within thirty (30) calendar days of written notice - any funds erroneously paid by System Agency which are not expressly authorized under the Contract.
- B. "Overpayments," as used in this Section, include payments:
 - i. made by the System Agency that exceed the maximum allowable rates;
 - ii. that are not allowed under applicable laws, rules, or regulations; or,
 - iii. that are otherwise inconsistent with this Contract, including any unapproved expenditures. Contractor understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Contractor further understands and agrees that reimbursement of such disallowed costs shall be paid by Contractor from funds which were not provided or otherwise made available to Contractor under this Contract.

ARTICLE IV. WARRANTY, AFFIRMATIONS, ASSURANCES, AND CERTIFICATIONS

4.1 WARRANTY

Contractor warrants that all Work under this Contract shall be completed in a manner consistent with standards under the terms of this Contract, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Contract; and all Deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Contractor has failed to complete Work timely or to perform satisfactorily under conditions required by this Contract, the System Agency may require Contractor, at its sole expense, to:

- i. Repair or replace all defective or damaged Work;
- ii. Refund any payment Contractor received from System Agency for all defective or damaged Work and, in conjunction therewith, require Contractor to accept the return of such Work; and,
- iii. Take necessary action to ensure that Contractor's future performance and Work conform to the Contract requirements.

4.2 GENERAL AFFIRMATIONS

Contractor certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the Contractor has reviewed the General Affirmations and that Contractor is in compliance with all requirements.

4.3 FEDERAL ASSURANCES

Contractor certifies that, to the extent federal assurances are incorporated into the Contract under the Signature Document, the Contractor has reviewed the federal assurances and that Contractor is in compliance with all requirements.

4.4 FEDERAL CERTIFICATIONS

Contractor certifies that, to the extent federal certifications are incorporated into the Contract under the Signature Document, the Contractor has reviewed the federal certifications and that Contractor is in compliance with all requirements. In addition, Contractor certifies that it is and shall remain in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Contract.

ARTICLE V. INTELLECTUAL PROPERTY

5.1 OWNERSHIP OF WORK PRODUCT

- A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Contractor and Contractor's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
- B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Contractor hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.
- C. Contractor agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.
- D. In the event that Contractor has any rights in and to the Work Product that cannot be assigned to System Agency, Contractor hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.
- E. The foregoing does not apply to Incorporated Pre-existing Works or Third-Party IP that are incorporated in the Work Product by Contractor. Contractor shall provide System Agency access during normal business hours to all Vendor materials, premises, and computer files containing the Work Product.

5.2 CONTRACTOR'S PRE-EXISTING WORKS

- A. To the extent that Contractor incorporates into the Work Product any works of Contractor that were created by Contractor or that Contractor acquired rights in prior to the Effective Date of this Contract (“**Incorporated Pre-existing Works**”), Contractor retains ownership of such Incorporated Pre-existing Works.
- B. Contractor hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.
- C. Contractor represents, warrants, and covenants to System Agency that Contractor has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

5.3 THIRD PARTY IP

- A. To the extent that any Third Party IP is included or incorporated in the Work Product by Contractor, Contractor hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business purposes only,
 - i. to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third-Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and
 - ii. to authorize others to do any or all of the foregoing.
- B. Contractor shall obtain System Agency's advance written approval prior to incorporating any Third-Party IP into the Work Product, and Contractor shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.
- C. Contractor shall provide System Agency all supporting documentation demonstrating Contractor's compliance with this **Section 5.3**, including without limitation documentation indicating a third party's written approval for Contractor to use any Third Party IP that may be incorporated in the Work Product.

5.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Contractor shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Contractor's compliance with Contractor's obligations under this **Article V**.

5.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Contract or upon System Agency's request, Contractor shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Contractor's failure to timely deliver such Work Product is a material breach of the Contract. Contractor will not retain any copies of the Work Product or any documentation or other products or results of Contractor's activities under the Contract without the prior written consent of System Agency.

5.6 SURVIVAL

The provisions and obligations of this **Article V** survive any termination or expiration of the Contract.

5.7 SYSTEM AGENCY DATA

- A. As between the Parties, all data and information acquired, accessed, or made available to Contractor by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Contractor in the course of providing data processing services in connection with Contractor's performance hereunder (the "**System Agency Data**"), is owned solely by System Agency.
- B. Contractor has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Contractor to fulfill its obligations under the Contract or as authorized in advance in writing by System Agency.
- C. For the avoidance of doubt, Contractor is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
- D. Contractor shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
- E. Furthermore, the proprietary nature of Contractor's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Contractor's performance of its obligations hereunder.

ARTICLE VI. PROPERTY

6.1 USE OF STATE PROPERTY

- A. Contractor is prohibited from using State Property for any purpose other than performing Services authorized under the Contract.
- B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (*e.g.*, laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
- C. Contractor shall not remove State Property from the continental United States. In addition, Contractor may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
- D. Contractor shall not perform any maintenance services on State Property unless the Contract expressly authorizes such Services.
- E. During the time that State Property is in the possession of Contractor, Contractor shall be responsible for:
 - i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and

- ii. all charges attributable to Contractor's use of State Property that exceeds the Contract scope. Contractor shall fully reimburse such charges to System Agency within ten (10) calendar days of Contractor's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Contract shall constitute breach of contract and may result in termination of the Contract and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

6.2 DAMAGE TO GOVERNMENT PROPERTY

- A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Contractor or Contractor's employees, agents, Subcontractors, and suppliers, Contractor shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
- B. Contractor shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Contractor shall reimburse System Agency and the State of Texas for such property damage within 10 calendar days after Contractor's receipt of System Agency's notice of amount due.

6.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

In the event the Contract is terminated for any reason, or upon its expiration State Property remains the property of the System Agency and must be returned to the System Agency by the end date of the Contract or upon System Agency's request.

ARTICLE VII. WORK ORDERS

7.1 WORK ORDERS

If the Contract is for indefinite quantities of Services, as specified in the Signature Document, all Work will be performed in accordance with properly executed Work Orders.

7.2 PROPOSALS

For Work Order contracts, the Contractor shall submit to System Agency separate proposals, including pricing and a project plan, for each Project.

7.3 RESPONSIBILITY

For each approved Project, the Contractor shall be responsible for all Work assigned under the Work Order. Multiple Work Orders may be issued during the term of this Contract, all of which will be in writing and signed by the Parties. Each Work Order will include a scope of Services; a list of tasks required; a time schedule; a list of Deliverables, if any; a detailed Project budget; and any other information or special conditions as may be necessary for the Work assigned.

7.4 TERMINATION

If this Work Order is in effect on the day the Contract would otherwise expire, the Contract will remain in effect until this Work Order is terminated or expires; and the Contract and this Work Order may be amended after such termination or expiration to

extend the performance period or add ancillary deliverables or services, only to the extent necessary.

ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

8.1 RECORD MAINTENANCE AND RETENTION

- A. Contractor shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.
- B. Contractor shall maintain and retain legible copies of this Contract and all records relating to the performance of the Contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by Contractor for a minimum of seven (7) years after the Contract expiration date or seven (7) years after the completion of all audit, claim, litigation, or dispute matters involving the Contract are resolved, whichever is later.

8.2 AGENCY'S RIGHT TO AUDIT

- A. Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Contractor pertaining to the Contract for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas.
- B. In addition to any right of access arising by operation of law, Contractor and any of Contractor's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority.
- C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Contractor shall produce original documents related to this Contract.
- D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings.

- E. Contractor shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

8.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

- A. Contractor must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the Services and Deliverables provided. Any such correction will be at Contractor's or its Subcontractor's sole expense. Whether Contractor's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the Services, Contractor must provide to System Agency upon request a copy of those portions of Contractor's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

8.4 STATE AUDITOR'S RIGHT TO AUDIT

- A. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- B. The Contractor shall comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

8.5 CONFIDENTIALITY

Contractor shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency Data, System Agency's business activities, practices, systems, conditions and services. This section will survive termination or expiration of this Contract. The obligations of Contractor under this section will survive termination or expiration of this Contract. This requirement must be included in all subcontracts awarded by Contractor.

ARTICLE IX. CONTRACT REMEDIES AND EARLY TERMINATION

9.1 CONTRACT REMEDIES

To ensure Contractor's full performance of the Contract and compliance with applicable law, the System Agency reserves the right to hold Contractor accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to:

- i. suspending all or part of the Contract;
- ii. requiring the Contractor to take specific actions in order to remain in compliance with the Contract;

- iii. recouping payments made by the System Agency to the Contractor found to be in error;
- iv. suspending, limiting, or placing conditions on the Contractor's continued performance of Work; or
- v. imposing any other remedies, sanctions, or penalties authorized under this Contract or permitted by federal or state law.

9.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Contract, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

9.3 TERMINATION FOR CAUSE

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

i. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, in its sole discretion, that Contractor has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Contractor's duties under the Contract. Contractor's misrepresentation in any aspect of Contractor's Solicitation Response, if any, or Contractor's addition to the System for Award Management (SAM) exclusion list will also constitute a material breach of the Contract.

ii. Failure to Maintain Financial Viability

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Contractor no longer maintains the financial viability required to complete the Work, or otherwise fully perform its responsibilities under the Contract.

9.4 CONTRACTOR RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

If the System Agency terminates the Contract for cause, the Contractor shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Contractor. These costs include, but are not limited to, the costs of procuring a substitute vendor and the cost of any claim or litigation attributable to Contractor's failure to perform any Work in accordance with the terms of the Contract.

ARTICLE X. INDEMNITY

10.1 GENERAL INDEMNITY

A. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL

RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT.

- B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE CONTRACTOR TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OF OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.**
- C. For the avoidance of doubt, System Agency shall not indemnify Contractor or any other entity under the Contract.**

10.2 INTELLECTUAL PROPERTY

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:

- i. THE PERFORMANCE OR ACTIONS OF CONTRACTOR PURSUANT TO THIS CONTRACT;**
- ii. ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR**
- iii. SYSTEM AGENCY'S AND/OR CONTRACTOR'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY CONTRACTOR OR OTHERWISE TO WHICH SYSTEM AGENCY HAS ACCESS AS A RESULT OF CONTRACTOR'S PERFORMANCE UNDER THE CONTRACT.**

10.3 ADDITIONAL INDEMNITY PROVISIONS

- A. CONTRACTOR AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.**
- B. THE DEFENSE SHALL BE COORDINATED BY THE CONTRACTOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.**
- C. CONTRACTOR SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS'**

FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF CONTRACTOR OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND CONTRACTOR SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.

ARTICLE XI. GENERAL PROVISIONS

11.1 AMENDMENT

The Contract may only be amended by an Amendment executed by both Parties.

11.2 INSURANCE

- A. Unless otherwise specified in this Contract, Contractor shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Contractor shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Contractor shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Contractor must produce renewal certificates for each type of coverage.
- B. These and all other insurance requirements under the Contract apply to both Contractor and its Subcontractors, if any. Contractor is responsible for ensuring its Subcontractors' compliance with all requirements.

11.3 LIMITATION ON AUTHORITY

- A. The authority granted to Contractor by the System Agency is limited to the terms of the Contract.
- B. Contractor shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Contract; no other authority, power, or use is granted or implied. Contractor may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
- C. Contractor may not rely upon implied authority and is not granted authority under the Contract to:
 - i. Make public policy on behalf of the System Agency;
 - ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
 - iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency

programs or the Contract. However, upon System Agency request and with reasonable notice from System Agency to the Contractor, the Contractor shall assist the System Agency in communications and negotiations regarding the Work under the Contract with state and federal governments.

11.4 LEGAL OBLIGATIONS

Contractor shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Contractor shall be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

11.5 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

Contractor shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the Contract to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the Contract. System Agency reserves the right, in its sole discretion, to unilaterally amend the Contract to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

11.6 E-VERIFY PROGRAM

Contractor certifies that for Contracts for Services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the Contract to determine the eligibility of:

- i. all persons employed by Contractor to perform duties within Texas; and
- ii. all persons, including subcontractors, assigned by the Contractor to perform Work pursuant to the Contract within the United States of America.

11.7 PERMITTING AND LICENSURE

At Contractor's sole expense, Contractor shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or Services required by this Contract.

Contractor shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Contractor shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Contract.

11.8 SUBCONTRACTORS

Contractor may not subcontract any or all of the Work and/or obligations under the Contract without prior written approval of the System Agency. Subcontracts, if any, entered into by the Contractor shall be in writing and be subject to the requirements of the Contract. Should Contractor Subcontract any of the services required in the Contract, Contractor expressly understands and acknowledges that in entering into such Subcontract(s), System Agency is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve Contractor of the responsibility for

ensuring that the services performed under all Subcontracts are rendered in compliance with the Contract.

11.9 INDEPENDENT CONTRACTOR

Contractor and Contractor's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Contract. Neither Contractor nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. Contractor shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Contract shall not create any joint venture, partnership, agency, or employment relationship between Contractor and System Agency.

11.10 GOVERNING LAW AND VENUE

This Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

11.11 SEVERABILITY

If any provision of the Contract is held to be illegal, invalid or unenforceable by a court of law or equity, such construction will not affect the legality, validity or enforceability of any other provision or provisions of this Contract. It is the intent and agreement of the Parties this Contract shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Contract will continue in full force and effect.

11.12 SURVIVABILITY

Expiration or termination of the Contract for any reason does not release Contractor from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

11.13 FORCE MAJEURE

Neither Contractor nor System Agency shall be liable to the other for any delay in, or failure of performance of, any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to

avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

11.14 DISPUTE RESOLUTION

- A. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the Contract. If the Contractor's claim for breach of contract cannot be resolved informally with the System Agency, the claim shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Contractor shall submit written notice, as required by Chapter 2260, to the individual identified in the Contract for receipt of notices. Any informal resolution efforts shall in no way modify the requirements or toll the timing of the formal written notice of a claim for breach of contract required under §2260.051 of the Texas Government Code. Compliance by the Contractor with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.
- B. The contested case process provided in Chapter 2260 is the Contractor's sole and exclusive process for seeking a remedy for an alleged breach of contract by the System Agency if the Parties are unable to resolve their disputes as described above.
- C. Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by the System Agency, the Contractor shall continue performance and shall not be excused from performance during the period of any breach of contract claim or while the dispute is pending. However, the Contractor may suspend performance during the pendency of such claim or dispute if the Contractor has complied with all provisions of Section 2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.

11.15 NO IMPLIED WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Contractor which is in violation or breach of the terms of the Contract shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

11.16 MEDIA RELEASES

- A. Contractor shall not use System Agency's name, logo, or other likeness in any press release, marketing material, or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Contractor is not authorized to make or participate in any media releases or public announcements pertaining to this Contract or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.
- B. Contractor may publish, at its sole expense, results of Contractor performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

11.17 NO MARKETING ACTIVITIES

Contractor is prohibited from using the Work for any Contractor or third-party marketing, advertising, or promotional activities, without the prior written consent of System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Contractor's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Contractor as part of the Work.

11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

Contractor shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

11.19 SOVEREIGN IMMUNITY

Nothing in the Contract shall be construed as a waiver of the System Agency's or the State's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract.

11.20 ENTIRE CONTRACT AND MODIFICATION

This Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible.

11.21 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

11.22 CIVIL RIGHTS

- A. Contractor agrees to comply with state and federal anti-discrimination laws, including:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
 - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
 - iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
 - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Contract.

- B. Contractor agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
- C. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Contractor agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- D. Contractor agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters>
- E. Contractor agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- F. Upon request, Contractor shall provide HHSC's Civil Rights Office with copies of the Contractor's civil rights policies and procedures.
- G. Contractor must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Contract. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:
HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885
Email: HHSCivilRightsOffice@hhsc.state.tx.us

11.23 ENTERPRISE INFORMATION MANAGEMENT STANDARDS

Contractor shall conform to HHS standards for data management as described by the policies of the HHS Chief Data and Analytics Officer. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

11.24 DISCLOSURE OF LITIGATION

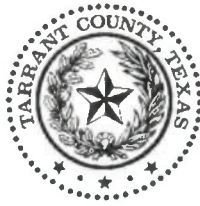
- A. The Contractor must disclose in writing to the contract manager assigned to this Contract any material civil or criminal litigation or indictment either threatened or pending involving the Contractor. “Threatened litigation” as used herein shall include governmental investigations and civil investigative demands. “Litigation” as used herein shall include administrative enforcement actions brought by governmental agencies. The Contractor must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, “material” refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Contract or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the Contractor’s financial condition.
- B. This is a continuing disclosure requirement; any litigation commencing after Contract Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

11.25 NO THIRD-PARTY BENEFICIARIES

The Contract is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Contract as a third-party beneficiary or otherwise.

11.26 BINDING EFFECT

The Contract shall inure to the benefit of, be binding upon, and be enforceable against, each Party and their respective permitted successors, assigns, transferees, and delegates.



**Debarment/suspension certification indicating that you are in compliance
with the below Federal Executive Order.**

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name: Lt. Col. Ronnie Raymer

Company: The Salvation Army

Street Address: 1221 River Bend Drive

City, State, Zip: Dallas, TX 75247

Phone: (214) 956-6001 ext. 76001

Fax: _____

Email: Ronnie.raymer@ussalvationarmy.org

Signature: _____

Date: 09/08/21

STATE OF TEXAS §

§ AMENDED BUSINESS ASSOCIATE AGREEMENT

COUNTY OF TARRANT §

This Business Associate Agreement (“BA Agreement”) is between Tarrant County, Texas, (“COUNTY”), and **The Salvation Army – Mabee Social Services Center** (“Business Associate”), for the purpose of complying with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Rule”), and the Standards for Security of Electronic Protected Health Information (the “Security Rule”) promulgated thereunder, and the Health Information Technology for Economic and Clinical Health Act (Division A, Title XIII and Division B, Title IV, of the American Recovery and Reinvestment Act of 2009, Pub. L 111-5) (the “HITECH Act”), and the regulations implementing the HITECH Act and other applicable law with regard to the provision of services to Tarrant County.

Business Associate and COUNTY are engaged in a business relationship whereby Business Associate provides certain services to COUNTY (“Business Relationship”).

As part of this Business Relationship, Business Associate performs or assists in performing a function or activity on behalf of COUNTY that involves the use and/or disclosure of Protected Health Information (as defined in 45 CFR § 164.501).

1. Definitions

“Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR § 160.103, and in reference to the party to this agreement shall mean the COUNTY.

“Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR § 160.103, and in reference to the party to this agreement, shall mean **The Salvation Army – Mabee Social Services Center**.

Terms used but not otherwise defined in the BA Agreement shall have the same meaning given to such terms in HIPAA, the HITECH Act, or any implementing regulations promulgated thereunder, including but not limited to the Privacy Rule and the Security Rule.

2. Purpose

Business Associate has a legal and ethical responsibility to safeguard the privacy of individuals and protect the confidentiality of their health information. Business Associate may hear things that relate to Protected Health Information, or read or see computer or paper files containing confidential or Protected Health Information, even though Business Associate may not be directly involved in providing services. Business Associate may create documents containing Protected Health Information if directed to do so by COUNTY. Because Business Associate may have contact with Protected Health Information, COUNTY requests that Business Associate agrees to the following as a

condition of Business Associate’s assignment.

3. Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in the Business Relationship or this BA Agreement, Business Associate may:

- 3.1 use and/or disclose Protected Health Information to perform functions, activities, or services for or on behalf of COUNTY, provided that such use and/or disclosure,
 - (a) would not violate the Privacy Rule if done by COUNTY;
 - (b) is reasonably limited to the minimum necessary information to accomplish the intended purpose of the use or disclosure;
 - (c) is in compliance with each applicable requirement of 45 CFR § 164.504(e);
 - (d) is in compliance with the HITECH Act and its implementing regulations;
- 3.2 use or disclose Protected Health Information as required by law;
- 3.3 use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate;
- 3.4 use Protected Health Information to provide Data Aggregation services relating to the health care operations of COUNTY.

All other uses and/or disclosures not authorized by the Business Relationship or this BA Agreement are prohibited.

- 3.5 Business Associate agrees to use and disclose confidential information only in the following manner:
 - (a) Business Associate will provide core medical and support services to eligible patients.
 - (b) Business Associate will maintain referral relationships as specified in the Community Subrecipient Contract.
 - (c) Business Associate collects client data and updates to Provide Enterprise and, if applicable, AIDS Regional Information and Evaluation System (ARIES) database.

4. Responsibilities of Business Associate

With regard to the use and/or disclosure of Protected Health Information, Business Associate agrees:

- 4.1 not to use and/or disclose Protected Health Information other than as permitted or required by the Business Relationship or this BA Agreement or as Required by Law;
- 4.2 to use appropriate safeguards to prevent the use and/or disclosure of Protected Health Information other than as provided for by the Business Relationship or this BA Agreement;

- 4.3** to protect any Protected Health Information taken off-site from COUNTY from disclosure to others, and to return all Protected Health Information in any form to COUNTY or destroy such Protected Health Information in a manner that renders it unreadable and unusable by anyone else, if COUNTY agrees to the destruction;
- 4.4** to comply with the Security Rule provisions set forth in 45 CFR Part 164, Subpart C, including provisions relating to Security Standards General Rules (45 CFR § 164.306), Administrative Safeguards (45 CFR § 164.308), Physical Safeguards (45 CFR § 164.310), Technical Safeguards (45 CFR § 164.312), Organizational Requirements (45 CFR § 164.314) and Policies and Documentation (45 CFR § 164.316), and to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information Business Associate creates, receives, maintains, or transmits on behalf of COUNTY.
- 4.5** to report to COUNTY any Security Incident of which it becomes aware within 2 business days, and to report any potential Breach of Unsecured Protected Health Information within 2 business days of discovery. Any such report shall include the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during any such Security Incident or potential Breach. Any such report shall also include all other information known to Business Associate at the time of the report (such as the type of Protected Health Information involved in the event, the nature of the information, etc.) or promptly thereafter as such other information becomes available;
- 4.6** to notify COUNTY in writing within 2 business days of any use and/or disclosure of Protected Health Information that is not provided for by the Business Relationship or this BA Agreement;
- 4.7** to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this BA Agreement, or as the result of any Security Incident or potential Breach, using mitigation actions that are disclosed to COUNTY in advance and authorized by COUNTY, all at the sole cost and expense of Business Associate;
- 4.8** to work cooperatively with COUNTY in connection with COUNTY's investigation of any potential Breach and in connection with any notices COUNTY determines are required as a result, and to refrain from giving any notice itself unless COUNTY expressly agrees in advance and in writing to Business Associate giving notice and to the form, content and method of delivery of such notice, all at the sole cost and expense of Business Associate;
- 4.9** to ensure that all agents and/or subcontractors that create, receive, maintain or transmit Protected Health Information on behalf of Business Associate agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such Protected Health Information;

- 4.10** to provide access (at the request of, and in the time and manner designated by COUNTY) to Protected Health Information in a Designated Record Set to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR § 164.524 and to notify COUNTY of any requests for access it receives from an individual within 2 business days of receipt;
- 4.11** to make any amendment(s) (at the request of, and in the time and manner designated by COUNTY) to Protected Health Information in a Designated Record Set that COUNTY directs pursuant to 45 CFR § 164.526 and to notify COUNTY of any amendment requests it receives from an individual within 2 business days of receipt;
- 4.12** to document such disclosures of Protected Health Information and information related to such disclosures as would be required for COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528;
- 4.13** to provide to COUNTY, in a time and manner designated by COUNTY, information collected in accordance with 4.12 of this BA Agreement, to permit COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528 (and HITECH Act § 13405(c) when such requirements are effective as to COUNTY);
- 4.14** to the extent Business Associate is to carry out an obligation of COUNTY under the Privacy Rule provisions set forth at 45 CFR Part 164, Subpart E (any such obligation to be carried out only when so directed by COUNTY pursuant to the Business Relationship or this BA Agreement), to comply with the requirements of the Privacy Rule that apply to COUNTY in the performance of such obligation;
- 4.15** to make its internal practices, books, and records relating to the use and/or disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of COUNTY available to COUNTY;
- 4.16** to cooperate with any investigation by the Secretary of Health and Human Services, or his agent, or an oversight agency, in a time and manner designated by COUNTY or the Secretary, for purposes of determining if COUNTY or Business Associate is in compliance with the Privacy Rule;
- 4.17** if Business Associate is aware of a pattern of activity or practice by COUNTY that constitutes a material breach or violation of COUNTY's obligations under this BA Agreement,
- (a)** to give written notice of such pattern or practice to COUNTY within 2 business days of its discovery and to take reasonable steps to cure the breach or end the violation,
- (b)** if Business Associate determines that such steps appear to have been unsuccessful, to give COUNTY written notice of such determination and to report the problem to the Secretary and provide COUNTY with a copy of any

such report at least 2 business days in advance of its submission to the Secretary.

5. Responsibilities of COUNTY with Respect to Protected Health Information

If deemed applicable by COUNTY, COUNTY shall:

- 5.1** provide Business Associate with the notice of privacy practices that COUNTY produces in accordance with 45 CFR §164.520 as well as any changes to such notice;
- 5.2** provide Business Associate with any changes in, or revocation of, permission by Individual to the use and/or disclosure of Protected Health Information, if such changes affect Business Associate's permitted or required uses and/or disclosures;
- 5.3** notify Business Associate of any restriction to the use and/or disclosure of Protected Health Information that COUNTY has agreed to in accordance with 45 CFR § 164.522.

6. Sanctions

Business Associate understands that violation of this agreement may result in sanctions, including, but not limited to, termination of the ability to perform services on behalf of COUNTY.

7. Disclosures Required by Law

Nothing in this agreement prevents Business Associate from making a disclosure of Protected Health Information, if required by law to make such a disclosure.

8. Term and Termination

8.1 Term. This agreement will begin on **September 1, 2021** and will terminate when all of the Protected Health Information provided by COUNTY to Business Associate or created or received by Business Associate on behalf of COUNTY is destroyed or returned to COUNTY, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such Protected Health Information, in accordance with 8.3 below, or at termination of the Business Relationship between COUNTY and Business Associate.

8.2 Termination for Cause. COUNTY may immediately terminate the Business Relationship and/or this BA Agreement if COUNTY determines that Business Associate has breached a material term of this BA Agreement.

8.3 Effect of Termination. Upon termination of the Business Relationship and/or this BA Agreement, for any reason, Business Associate agrees to return or destroy all Protected Health Information received from COUNTY, or created or received by Business Associate on behalf of COUNTY. If permitted by COUNTY, Protected Health Information shall be destroyed in a manner that renders it unreadable and unusable by anyone else. Discharge or termination, whether voluntary or not, shall not affect Business Associate's ongoing obligation to safeguard the confidentiality of

Protected Health Information and to return or destroy any such information in Business Associate's possession.

This Section 8.3 shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate.

In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide in writing to COUNTY notification of the conditions that make return or destruction infeasible. Upon mutual written agreement of the Parties, Business Associate shall extend the protections of this BA Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information for as long as Business Associate maintains such Protected Health Information.

9. Miscellaneous

9.1 INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE UNDERLYING AGREEMENT(S), AT BUSINESS ASSOCIATE'S EXPENSE, BUSINESS ASSOCIATE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS COVERED ENTITY AND COVERED ENTITY'S EMPLOYEES (THE "INDEMNITEES") AGAINST ALL DAMAGES, FINES, PENALTIES, COSTS OR EXPENSES (INCLUDING REASONABLE FEES OF ATTORNEYS AND EXPERTS) AND ALL LIABILITY TO THIRD PARTIES ARISING FROM ANY MATERIAL BREACH OF THIS AGREEMENT BY BUSINESS ASSOCIATE OR ITS EMPLOYEES, DIRECTORS, OFFICERS, SUBCONTRACTORS, AGENTS OR OTHER MEMBERS OF BUSINESS ASSOCIATE'S WORKFORCE. BUSINESS ASSOCIATE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

COUNTY MAY EMPLOY ATTORNEYS SELECTED BY IT TO DEFEND ANY SUCH ACTION, THE COSTS AND EXPENSES OF WHICH WILL REMAIN THE RESPONSIBILITY OF BUSINESS ASSOCIATE. COUNTY WILL PROVIDE BUSINESS ASSOCIATE WITH TIMELY NOTICE OF THE EXISTENCE OF SUCH PROCEEDINGS AND SUCH INFORMATION, DOCUMENTS AND OTHER COOPERATION AS REASONABLY NECESSARY TO ASSIST BUSINESS ASSOCIATE IN ESTABLISHING A DEFENSE TO SUCH ACTION.

THESE INDEMNITIES SURVIVE TERMINATION OF THIS BA AGREEMENT, AND COUNTY RESERVES THE RIGHT, AT ITS OPTION AND EXPENSE, TO PARTICIPATE IN THE DEFENSE OF ANY SUIT OR PROCEEDING THROUGH COUNSEL OF ITS OWN CHOOSING.

9.2 Survival. The respective rights and obligations of Business Associate survive the termination of the Business Relationship and/or this BA Agreement.

9.3 Notices. Any notices pertaining to this BA Agreement must be given in writing and will be deemed duly given when personally delivered to a Party or a Party's authorized representative, as listed below, or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid.

A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party as follows:

If to Business Associate:

The Salvation Army –
Mabee Social Services Center
PO Box 2333
Fort Worth, TX 76113
Attn: Deborah Bullock

If to Covered Entity:

Tarrant County
2300 Circle Drive, Suite 2306
Fort Worth, TX 76119
Attn: Grants Manager

9.4 Amendments. This BA Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow COUNTY to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, the HITECH Act and its implementing regulations.

9.5 Interpretation. Any ambiguity in this BA Agreement shall be resolved in favor of a meaning that permits COUNTY to comply with the Privacy Rule.

9.6 Third Parties. Nothing in this BA Agreement is intended, nor shall be deemed, to confer any benefits on any third party.

9.7 Assignments. Neither Party may assign its rights or obligations under this BA Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld.

9.8 Independent Contractor. This BA Agreement does not create any relationship between the Parties other than that of independent parties contracting with each other for the sole purpose of effecting the provisions of this BA Agreement and any other agreements between them evidencing their Business Relationship.

9.9 Governing Law and Venue. This BA Agreement will be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this BA Agreement will be the Fort Worth Division of the Northern District of Texas, if the lawsuit arises in Federal Court, or Tarrant County, Texas, if the matter arises in State Court.

9.10 Third Party Interpretation. This agreement shall not be interpreted to inure to the benefit of a third party not a party to this contract. This agreement may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage to any Party to this contract, Party's agent, or Party's employee, otherwise provided by law.

9.11 Form 1295 Compliance. The **Salvation Army – Mabee Social Services Center** acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit A, with the Texas Ethics Commission as required by law.

9.12 Required Attachments. This BA Agreement will be considered incomplete without the submission of the completed Form 1295 as referenced in section 9.11.

COUNTY shall be responsible to include Form 1295, attached as Exhibit A, to this BA Agreement prior to Business Associate review and execution. For the purposes of this BA Agreement, the following statement applies in regard to Form 1295:

- ☒ Exhibit A is a required component of this BA Agreement. Form 1295 is attached and must be completed prior to approval of this BA Agreement by COUNTY.
- ☐ The Parties involved in this BA Agreement are governmental entities and are not required by the Texas Ethics Commission to complete their Form 1295.

Approved on this _____ day of _____, 2021, by Commissioners Court Order
No. _____.

SIGNED AND EXECUTED this _____ day of _____, 2021.

BUSINESS ASSOCIATE

Signature 

Lt. Col. Ronnie Raymer
Printed Name

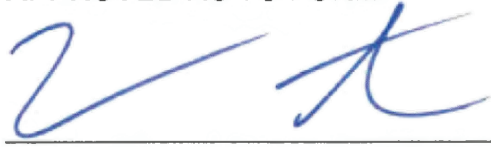
Texas Divisional Commander
Title

09/08/21
Date

**COUNTY OF TARRANT
STATE of TEXAS**

B. Glen Whitley
County Judge

APPROVED AS TO FORM:



Criminal District Attorney's Office*

*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.



DEPARTMENT OF HEALTH & HUMAN SERVICES

Health Resources and Services
Administration

Office of Federal Assistance Management

Rockville, MD 20857

DEC 23 2013

TO: HRSA Grantees

FROM: Chief Grants Management Officer, HRSA
Associate Administrator, OFAM

SUBJECT: Pilot Program for Enhancement of Employee Whistleblower Protection

Congress has enacted many whistleblower protection statutes to encourage employees to report fraud, waste, and abuse. You should be aware that the latest whistleblower protection statutes went into effect on July 1, 2013. The statute, 41 U.S.C. § 4712, applies to all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013) mandates a pilot program entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections." This program requires all grantees, their subgrantees, and subcontractors to:

1. Inform their employees working on any federal award they are subject to the whistleblower rights and remedies of the pilot program;
2. Inform their employees in writing of employee whistleblower protections under 41 U.S.C. § 4712 in the predominant native language of the workforce; and,
3. Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

The statute (41 U.S.C. § 4712) states that an "employee of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes is evidence of any of the following:

- Gross mismanagement of a federal contract or grant;
- A gross waste of federal funds;

- An abuse of authority relating to a federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).

To qualify under the statute, the employee's disclosure must be made to:

- A Member of Congress, or a representative of a Congressional committee;
- An Inspector General;
- The Government Accountability Office;
- A federal employee responsible for contract or grant oversight or management at the relevant agency;
- An official from the Department of Justice, or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

The requirement to comply with, and inform all employees of, the "Pilot Program for Enhancement of Contract Employee Whistleblower Protections" is in effect for all grants, contracts, subgrants, and subcontracts issued beginning July 1, 2013 through January 1, 2017.



Michael J. Nelson

Federal Award Identification Checklist
(Grants Awarded After 12/26/2014)

	Part A	COVID-19 A	HOPWA
1. Subrecipient Name	Salvation Army-SAFW	Salvation Army-SAFW	Salvation Army-SAFW
2. Subrecipient DUNS Number	124732699	124732699	124732699
3. Federal Award Identification Number (FAIN)	2 H89HA00047-26-00	1 H9AHA36948	Contract # 537-16-0511-00001
4. Federal Award Date	Original Award: January 2021 (Subject to #2 CFR 200)	Original Award: April 2020 (Subject to #2 CFR 200)	April 2021
5. Subaward Period of Performance Start and End Date	March 1, 2021 - February 28, 2022	April 1, 2020 - March 31, 2021	September 1, 2021 - August 31, 2022
6. Amount of Federal Funds Obligated by This Action	\$0	\$0	\$147,478
7. Total Amount of Federal Funds Obligated to the Subrecipient	\$258,597	\$184,235	\$147,478
8. Total Amount of the Federal Award	\$4,840,007	\$272,626	\$294,956
9. Federal Award Project Description, as required by FFATA	HIV Emergency Relief Project Grants	Ryan White HIV/AIDS Program Part A COVID-19 Response	Provide Tenant-Based Rental Assistance (TBRA), Facility-Based Housing Assistance (FBHA) and Permanent Housing Placement (PHP) for housing assistance to clients that are HIV positive
10. Name of Federal Awarding Agency	Health Resources & Service Administration (HRSA)	Health Resources & Service Administration (HRSA)	Pass-Through from Housing and Urban Development (HUD) to Texas Department of State Health Services (DSHS)
11. Pass-Through Entity	Tarrant County	Tarrant County	Tarrant County
12. Contact Information for Awarding Official	Tarrant County 100 E. Weatherford Street Fort Worth, TX 76196-0001	Tarrant County 100 E. Weatherford Street Fort Worth, TX 76196-0001	Tarrant County 100 E. Weatherford Street Fort Worth, TX 76196-0001
13. CFDA Number and Name	93.914 HIV Emergency Relief Project Grants	93.914 HIV Emergency Relief Project Grants	14.241 Housing Opportunities for Persons with AIDS
14. Identification if the Award is R&D	N/A	N/A	N/A
15. Indirect Cost Rate	N/A	N/A	N/A

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2020-700076

Date Filed:
12/17/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

The Salvation Army, a Georgia Corp - Mabree Center
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

HHS Ryan White
Housing Services & Food Pantry for Clients with HIV/AIDS

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Ronnie Raymer, and my date of birth is 06/02/1958.

My address is 1221 Riverbend Dr., Dallas, TX, 75247, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 4th day of January, 20 21.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)