

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT No. 537-16-0507-00001
AMENDMENT No. 6**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“System Agency” or “DSHS”) and **BRAZOS VALLEY COUNCIL OF GOVERNMENTS** (“Grantee”), each a “Party” and collectively the “Parties” to that certain HIV/HOPWA contract effective February 1, 2017, and denominated DSHS Contract No. 537-16-0507-00001 (“Contract”), as amended, now desire to further amend the Contract.

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

WHEREAS, the Parties wish to add emergency funds per the Coronavirus Aid, Relief, and Economic Security Act (CARES) to the Contract.

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

1. **SECTION IV, BUDGET**, of the Contract is amended to add **\$153,704.00** to the Contract for state fiscal year 2020 (“FY 2020”), for a revised total contract amount of **\$2,766,589.00**. The total payment to Grantee for FY 2020 will not exceed **\$956,960.00**, and shall be made in accordance with **ATTACHMENT B-6**.
2. **ATTACHMENT A-2, REVISED STATEMENT OF WORK**, is amended and restated as **ATTACHMENT A-3, REVISED STATEMENT OF WORK**.
3. **ATTACHMENT B-6, FY 2019-2020 BUDGET**, is added to the Contract and fully incorporated into the Contract.
4. This Amendment shall be effective upon the last date of signature.
5. Except as amended and modified by this Amendment, all terms and conditions of the Contract shall remain in full force and effect.
6. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 6
DSHS CONTRACT NO. 537-16-0507-00001**

SYSTEM AGENCY

GRANTEE

DocuSigned by:
Jennifer Sims
FF74006FBA6747E...

DocuSigned by:
Tom Wilkinson
F3EAF362EE3D463...
By: _____

Jennifer Sims

Name: Tom Wilkinson _____

Deputy Commissioner

Title: Executive Director _____

May 12, 2020
Date of Execution: _____

May 12, 2020
Date of Execution: _____

**THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. 537-16-0507-00001 ARE
INCORPORATED BY REFERENCE:**

**ATTACHMENT A-3 – REVISED STATEMENT OF WORK
ATTACHMENT B-6 – FY 2019-2020 BUDGET**

**ATTACHMENT A-3
REVISED STATEMENT OF WORK**

I. GRANTEE RESPONSIBILITIES

Grantee will:

- A. Administer the Housing Opportunities for Persons with AIDS (HOPWA) program to meet the housing needs of low income persons living with HIV (PLWH) and their households within the State of Texas.
- B. Provide stable, accessible housing that will help facilitate clients' entry into, or continuation of, primary medical care and other support services.
- C. Enter into binding, enforceable agreements with project sponsors to offer and be reimbursed for the following activities, as defined under 24 CFR Part 574, Subpart D – Uses of Grant Funds and the DSHS HOPWA Program Manual:
 - 1. Tenant-Based Rental Assistance (TBRA);
 - 2. Short-Term Rent, Mortgage, and Utility (STRMU);
 - 3. Facility-Based Housing Assistance (FBHA), limited to
 - a. Short-Term Supportive Housing (STSH), and
 - b. Transitional Supportive Housing (TSH);
 - 4. Permanent Housing Placement (PHP);
 - 5. Supportive Services;
 - 6. Housing Information Services;
 - 7. Resource Identification; and
 - 8. Project Sponsor Administration.
- D. Comply with applicable state and federal policies, DSHS program manuals, DSHS policy manuals, standards, and guidelines, including, but not limited to (as revised):
 - 1. DSHS Standards for Public Health Clinic Services, located at <https://www.dshs.texas.gov/qmb/dshsstndrds4clnicservs.pdf>;
 - 2. DSHS HIV Grantee Assurances, located at <https://www.dshs.texas.gov/WorkArea/linkit.aspx?LinkIdentifier=id&ItemID=21865>; and
 - 3. DSHS HOPWA Program Manual, DSHS HOPWA Determining Household Annual Gross Income Guide, and DSHS HOPWA Determining Household Annual Adjusted Income Guide located at <https://www.dshs.texas.gov/hivstd/hopwa/>.

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

- E. Ensure that at least one staff member has obtained a certificate of completion for the following HOPWA trainings:
1. Community Planning and Development Financial Management Curriculum, located at <https://www.hudexchange.info/trainings/financial-management-curriculum/>
 2. HOPWA Oversight Training Curriculum, located at <https://www.hudexchange.info/training-events/hopwa-oversight-training>
 3. HOPWA Getting to Work Training Curriculum, located at <https://www.hudexchange.info/training-events/dol-hud-getting-to-work-curriculum-for-hiv-aids-providers/>
 4. HUD Lead-Based Paint Visual Assessment Training Course, located at <http://www.hud.gov/offices/lead/training/visualassessment/h00101.htm>
- F. Designate and identify a HIPAA Privacy Officer, who is authorized to act on behalf of the Grantee. The HIPAA Privacy Officer is responsible for the development and implementation of the privacy and security requirements of federal and state privacy laws.
- G. Designate a Local Responsible Party (LRP) from its staff who has the overall responsibility for ensuring the security of the TB/HIV/STD confidential information maintained by the Grantee as part of the activities under this Contract. The LRP will:
1. Ensure appropriate policies/procedures are in place for handling confidential information, releasing of confidential TB/HIV/STD data, and the rapid response to suspected breaches of protocol and/or confidentiality. These policies and procedures must comply with DSHS policies and procedures. The Grantee may choose to adopt DSHS' policies and procedures as its own.
 2. Ensure security policies are reviewed periodically for efficacy, and that the Grantee monitors evolving technology (e.g., new methods hackers are using to illegally access confidential data; new technologies for keeping confidential data protected from hacking) on an ongoing basis to ensure that the program's data remain as secure as possible.
 3. Approve any Grantee staff requiring access to TB/HIV/STD confidential information. The LRP will grant authorization to Grantee staff who have a work-related need (i.e., work under this Contract) to view TB/HIV/STD confidential information.
 4. Maintain a list of authorized Grantee staff persons who have been granted permission to view and work with TB/HIV/STD confidential information. The LRP will review the authorized user list ten (10) days from the effective date of this Contract to ensure it is current. All Grantee staff with access to confidential information will have a signed confidentiality agreement on file and it will be updated once during the term of this Contract.
 5. Ensure all Grantee staff with access to confidential information will be trained on TB/HIV/STD security policies and procedures before access to confidential information will be granted. This training will be renewed once during the term of this Contract.
 6. Ensure all Grantee staff with access to confidential information will be trained on federal and state privacy laws and policies before access to confidential information

is granted. This training will be renewed once during the term of this Contract.

7. Thoroughly and quickly investigate all suspected breaches of confidentiality in consultation with the DSHS LRP to remain in compliance with the DSHS TB/HIV/STD and Viral Hepatitis Breach of Confidentiality Response Policy located at <http://www.dshs.texas.gov/hivstd/policy/security.shtm>.
8. Ensure all required quarterly reports are submitted on time.

H. Include the following in their security procedures:

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

I. Submit a progress report due November 30, 2020, and a cumulative year-end report due October 15, 2021, utilizing a standard program reporting format, as provided by DSHS. Grantee accepts responsibility and accountability for compliance and timely submission of documentation required in the semiannual and year-end program reports. Failure to submit a required report and/or additional information as requested by DSHS by the due date specified in the Contract will constitute a breach of contract. The program reporting format may be accessed at <http://www.dshs.texas.gov/hivstd/hopwa/default.shtm>.

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

- K.** Perform Contract activities in the following service area:
Archer County, Baylor County, Brown County, Callahan County, Clay County, Coleman County, Comanche County, Cottle County, Eastland County, Fisher County, Foard County, Hardeman County, Haskell County, Jack County, Jones County, Kent County, Knox County, Mitchell County, Montague County, Nolan County, Runnels County, Scurry County, Shackelford County, Stephens County, Stonewall County, Taylor County, Throckmorton County, Wichita County, Wilbarger County, Young County, Bastrop County, Bell County, Blanco County, Bosque County, Brazos County, Burleson County, Caldwell County, Coryell County, Falls County, Fayette County, Freestone County, Grimes County, Hamilton County, Hays County, Hill County, Lampasas County, Lee County, Leon County, Limestone County, Llano County, Madison County, McLennan County, Milam County, Mills County, Robertson County, San Saba County, Travis County, Washington County, Williamson County, Burnet County, Coke County, Concho County, Crockett County, Irion County, Kimble County, Mason County, McCulloch County, Menard County, Reagan County, Schleicher County, Sterling County, Sutton County, and Tom Green County.

II. EMERGENCY AMENDMENT:
REGULATORY WAIVERS AND CARES ACT SUPPLEMENTAL HOPWA FUNDING

On March 21, 2020, the U.S. Department of Housing and Urban Development (HUD) issued a memorandum entitled “Availability of Waivers of Community Planning and Development (CPD) Grant Program and Consolidated Plan Requirements to Prevent the Spread of COVID-19 and Mitigate Economic Impacts Caused by COVID-19.” This memorandum explains the availability of waivers of certain regulatory requirements associated with several CPD grant programs, including the HOPWA program, to prevent the spread of COVID-19 and to facilitate assistance to eligible communities and households economically impacted by COVID-19. These waivers went into effect starting April 6, 2020.

The Coronavirus Aid, Relief, and Economic Security (CARES) Act provided supplemental funding for carrying out the HOPWA program, hereinafter referred to as “HOPWACARES.” HOPWACARES is to be used as additional funding to maintain operations and for rental assistance, supportive services, and other necessary actions, in order to prevent, prepare for, and respond to coronavirus. This supplemental award may be used to reimburse allowable costs incurred prior to the receipt of the supplemental award provided such costs were to prevent, prepare for, or respond to coronavirus. Pre-award cost coverage begins March 1, 2020, and ends on the date the emergency Contract amendment is executed.

Grantee will:

- A.** Enter into binding, enforceable agreements with project sponsors to offer and be reimbursed for the activities outlined under item C, with the following flexibilities:
1. *STRMU*: Project sponsors may provide HOPWACARES STRMU for up to 24 months in a two-year period.

2. *STSH*: Project sponsors may provide HOPWACARES FBHA STSH in excess of 60 days in a six-month period. Further, in order to protect PLWH, project sponsors may use HOPWACARES FBHA STSH to provide quarantine/separate/isolation space for household members who are or are not living with HIV.
 3. *Project Sponsor Administration*: Project sponsors may use up to 10 percent of their HOPWACARES sub-award for Project Sponsor Administration.
- B.** Comply with applicable state and federal policies, DSHS program manuals, DSHS policy manuals, standards, and guidelines as outlined under item D, and with the regulatory flexibilities provided in “Availability of Waivers of Community Planning and Development (CPD) Grant Program and Consolidated Plan Requirements to Prevent the Spread of COVID-19 and Mitigate Economic Impacts Caused by COVID-19” located at https://www.hudexchange.info/resource/6007/availability-of-waivers-of-community-cpd-grant-program-and-consolidated-plan-requirements-to-prevent-the-spread-of-covid19-and-mitigate-economic-impacts-caused-by-covid19/?utm_source=HUD+Exchange+Mailing+List&utm_campaign=912c2a3df8-COVID-19-SNAPS-Waivers-4.1.20&utm_medium=email&utm_term=0_f32b935a5f-912c2a3df8-19342361.
- C.** Comply with all supplemental guidance provided by HUD and DSHS as issued pertaining to COVID-19 response, regulatory waivers, and HOPWACARES.
- D.** Within 14 days of executing their Contract amendment with DSHS, either:
1. execute new project sponsor subcontracts or;
 2. amend current project sponsor subcontracts addressing how the supplemental funding will be used.
- E.** Track separately all HOPWACARES project sponsor data sheets, budgets, activity allocations, expenditures, household output goals, clients served, units of service provided, and other required data elements as outlined in items I and J.
- F.** Itemize HOPWA and HOPWACARES expenditures on separate Exhibit Bs for each submission of the State of Texas Purchase Voucher (Form B-13).

III. PERFORMANCE MEASURES

The System Agency will monitor the Grantee’s performance of the requirements in Attachment A-3 and compliance with the Contract’s terms and conditions.

IV. INVOICE AND PAYMENT

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

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

- B.** Grantee will be paid on a cost reimbursement basis and in accordance with the Budget in Attachment B-6, FY 2019-2020 Budget of this Contract.

**ATTACHMENT B-6
FY 2019- 2020 BUDGET
CONTRACT NO. 537-16-0507-00001**

BUDGET CATEGORIES	HOPWACARES FUNDS FY 2020 (Upon Execution – 8/31/2020)	HOPWA FY 2020 (2/1/2019 – 8/31/2020)
PERSONNEL	\$0.00	\$0.00
FRINGE BENEFITS	\$0.00	\$0.00
TRAVEL	\$0.00	\$0.00
EQUIPMENT	\$0.00	\$0.00
SUPPLIES	\$0.00	\$0.00
CONTRACTUAL	\$153,704.00	\$803,256.00
OTHER	\$0.00	\$0.00
TOTAL DIRECT CHARGES	\$153,704.00	\$803,256.00
INDIRECT CHARGES	\$0.00	\$0.00
TOTAL	\$153,704.00	\$803,256.00