

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000072200001
AMENDMENT NO. 5**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“System Agency” or “DSHS”) and **BEXAR COUNTY HOSPITAL DISTRICT DBA UNIVERSITY HEALTH SYSTEM** (“Grantee”), each a “Party” and collectively the “Parties” to that certain HIV/HOPWA contract effective February 1, 2018, and denominated DSHS Contract No. HHS000072200001 (“Contract”), as amended, now desire to further amend the Contract.

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

WHEREAS, the Parties wish to modify the Statement of Work and add funds to the Contract.

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

1. **SECTION III** of the Contract, **DURATION**, is hereby amended to reflect a revised termination date of August 31, 2021.
2. **SECTION IV** of the Contract, **BUDGET**, is hereby amended to add **\$322,538.00** to the Contract for the period from September 1, 2020 to August 31, 2021 (“FY 2021”), for a revised total amount of **\$1,218,736.00**. The total payment to Grantee for the FY 2021, will not exceed **\$322,538.00** and shall be made in accordance with **ATTACHMENT B-5**.
3. **ATTACHMENT A-1, FY 2019 STATEMENT OF WORK**, is hereby amended and restated as **ATTACHMENT A-2, REVISED STATEMENT OF WORK**.
4. **ATTACHMENT B-5, FY 2021 BUDGET**, is hereby added to the Contract and fully incorporated into the Contract.
5. This Amendment shall be effective September 1, 2020.
6. Except as amended and modified by this Amendment, all terms and conditions of the Contract, shall remain in full force and effect.
7. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 5
DSHS CONTRACT NO. HHS000072200001**

SYSTEM AGENCY

GRANTEE

DocuSigned by:
Jennifer Sims _____
FF74006FBA6747E...

Jennifer Sims

Deputy Commissioner

DocuSigned by:
Dr Roberto Villarreal _____
9429B9964CD947F...

Name: Dr Roberto Villarreal

Title: Sr. VP Research and Information Mgmt.

Date of Execution: April 8, 2020

Date of Execution: April 8, 2020

**THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. HHS000072200001 ARE
HEREBY INCORPORATED BY REFERENCE:**

**ATTACHMENT A-2 – REVISED STATEMENT OF WORK
ATTACHMENT B-5 – FY 2021 BUDGET**

**ATTACHMENT A-2
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/dshsstndrds4clinciservs.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 shall be updated once during the term of this Contract.
5. Ensure all Grantee staff with access to confidential information are trained on TB/HIV/STD security policies and procedures before access to confidential information is granted. This training will be renewed once during the term of this Contract.
6. Ensure all Grantee staff with access to confidential information are trained on federal and state privacy laws and policies before access to confidential information is granted. This training will be renewed once during the term of this Contract.

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

H. Include the following in their security procedures:

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

I. Submit a progress report, due March 31, 2021, 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: Atascosa, Bandera, Bexar, Comal, Frio, Guadalupe, Gillespie, Karnes, Kerr, Kendall, Medina and Wilson Counties.

II. PERFORMANCE MEASURES

The System Agency will monitor the Grantee's performance of the requirements in Attachment A-2 and compliance with the Contract's terms and conditions.

III. INVOICE AND PAYMENT

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

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

- B. Grantee will be paid on a cost reimbursement basis and in accordance with the Budget in Attachment B-5, FY 2021 Budget, of this Contract.

**ATTACHMENT B-5
FY 2021 BUDGET
CONTRACT NO. HHS000072200001**

BUDGET CATEGORIES	FY 2021 (9/1/2020 – 8/31/2021)
PERSONNEL	\$0.00
FRINGE BENEFITS	\$0.00
TRAVEL	\$0.00
EQUIPMENT	\$0.00
SUPPLIES	\$0.00
CONTRACTUAL	\$322,538.00
OTHER	\$0.00
TOTAL DIRECT CHARGES	\$322,538.00
INDIRECT CHARGES	\$0.00
TOTAL	\$322,538.00