

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 Tarrant County HIV Administrative Agency ("TCAA") 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 **\$146,208.00** 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, A1-2023016**. 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, 2023 to August 31, 2024**.

### 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 TCAA.
- 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 TCAA.
- 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 TCAA.

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 for the Tarrant County Ryan White Program that must be utilized to document client level information, services delivered, and all required data elements. Subrecipients will be required to pay for the Provide Enterprise Licensures for new users and annual maintenance fees per licensee. Subrecipients may utilize RWHAP-related funding such as grant funds, program income (i.e., 340b, insurance reimbursement) and/or other funding sources to pay for licensure fees and annual maintenance 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 20 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal 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 payment 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 3<sup>rd</sup> 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 pay the allowable costs incurred in performing the scope of work 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 payment. 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, 2022 (Public Law 17-103), signed into law on March 14, 2023, 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 2022, the Executive Level II salary level is \$203,700.

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. Participation in required meetings and trainings will be specific to the position(s) and role(s) of grant funded position(s).

#### **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 22<sup>nd</sup> 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 2023-2024 DSHS HOPWA Annual Progress Report no later than 30 days following the end of grant period.

#### **14. PARTICIPANT RECORDS**

a. Subrecipient Grants County, DSHS, 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 HIV Administrative Agency 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 client 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 payment requests within thirty (30) days of receipt of a complete request. Errors in the payment 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 payment 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 payment 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. Payment 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 payment 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

Payment 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 45 CFR 75.501(a). 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.

h. 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  
HIV Administrative Agency Manager [lmuttiah@tarrantcountytx.gov](mailto:lmuttiah@tarrantcountytx.gov)  
TCAA Financial at [TCAAfinancial@tarrantcountytx.gov](mailto:TCAAfinancial@tarrantcountytx.gov)
- (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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

## **27. COMPLIANCE WITH LAWS**

In providing the services required by this Agreement, Subrecipient must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Subrecipient shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

## **28. 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.

## **29. 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).

## **30. 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.

## **31. MISCELLANEOUS 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.

**32. CONTRACT ATTACHMENTS**

- a. Attachment 1: **A1-2023016**
- 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 - Grant
- 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

**33. NOTICES**

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

COUNTY:

**Tarrant County**

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

SUBRECIPIENT:

The Salvation Army – Mabee Social Services  
PO Box 2333  
Fort Worth, Texas 76113

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

**SIGNED AND EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

The Salvation Army – Mabee Social Services  
PO Box 2333  
Fort Worth, Texas 76113  
Attn: Lt. Col. Art Penhale

By: \_\_\_\_\_

Title: Texas Divisional Commander

Date: 8/22/23

**COUNTY OF TARRANT**

**STATE OF TEXAS**

\_\_\_\_\_  
**Tim O'Hare**  
County Judge

APPROVED AS TO FORM:

James Marvin Nichols  
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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF: \$ \_\_\_\_\_

\_\_\_\_\_  
Auditor Date: \_\_\_\_\_

**ATTACHMENT 1, A1-2023016**  
**Scope of Work**

**1. Performance Measures**

**The Salvation Army – Mabee Social Services Center** will provide services listed below 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.

HOPWA FY 23-24 (09/01/23 - 08/31/24)		Original Budget
Service Categories	\$ Amount	# of Households to be Served
Administrative Costs	\$ 9,973.00	0
Tenant Based Rental Assistance (TBRA)	\$ 5,000.00	2
Facility Based Housing Assistance (FBHA)/Short Term Supportive Housing (STSH)	\$ 111,728.00	24
Permanent Housing Program (PHP)	\$ 19,507.00	14

**2. Special Provisions**

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

**HOPWA FY 23-24 (09/01/23 - 08/31/24)**

Budget Line Item	Original Budget
Personnel	\$ -
Fringe	\$ -
Travel	\$ 3,500.00
Equipment	\$ -
Supplies	\$ -
Contractual	\$ -
Other	\$ 142,708.00
Total HOPWA FY21-22 Budget	\$ 146,208.00

Total payments will not exceed \$146,208.00, of which \$9,973.00 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, 2024, and a cumulative year-end report, due October 15, 2024, 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. 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>.
  - d. 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.
  - e. 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.
  - f. 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.
  - g. 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>.
  - h. 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.

- i. 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.

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**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**

**09/01/23**

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# PROGRAM MANUAL

## Section 1. Purpose and Use of the Manual

This manual contains an overview of the Texas Department of State Health Services (DSHS) Housing Opportunities for Persons with AIDS (HOPWA) Program. It provides guidance to DSHS Administrative Agencies (AAs) and Project Sponsors regarding program requirements, allowable activities, administration, and oversight. It does not replace existing guidance produced by the U.S. Department of Housing and Urban Development (HUD). For additional information about the HOPWA program, please visit the [HUD Exchange HOPWA Page](#).

## Section 2. Program Rules

The HOPWA rules in 24 Code of Federal Regulations (CFR) §574 provide general standards for eligible activities such as determining household 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

- **Achieved Viral Suppression**

When the load or volume of HIV present in a person's blood measures less than 200 copies per milliliter of blood.

- **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 ensures a comprehensive continuum of care exists in its funded area by managing, distributing, and overseeing Federal and State HIV care services funds. The [Ryan White Program Requirements for Service Delivery and Administrative Contracts](#) provides additional guidance on the entity's roles and responsibilities.

- **Administrative Costs**

Costs for general management, oversight, coordination, evaluation, and reporting. Statute limits grantee administrative costs to 3 percent of the total grant award, expended over the life of the grant. DSHS shares grantee administrative costs with AAs. The sum of DSHS and AA administrative costs cannot exceed 3 percent of each annual grant amount. AAs may also leverage State Administration funds for AA HOPWA administrative costs. Statute limits Project Sponsor administrative costs to 7 percent of the portion of the grant amount they receive.

- **Anti-Retroviral Therapy**

The combination of drugs used to treat HIV.

- **Area Median Income (AMI)**

HUD sets income limits that determine income eligibility for assisted housing programs including the HOPWA program. HUD develops income limits based on Median Family Income estimates and Fair Market Rent area definitions for each metropolitan area, parts of some metropolitan areas, and each non-metropolitan county. AMI values vary by location. HUD publishes AMIs [here](#).

- **Beneficiary(ies)**

All members of a household (living with or without HIV) who benefitted from HOPWA assistance during the operating year, not including the eligible individual (see "Eligible Individual").

- **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, HIV 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 a performance report 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, services link to a specific unit or building. If a household moves out of their unit, they cannot transfer their assistance to another unit. The subsidy amount depends on several factors, including household income and rental costs associated with the household’s lease or sublease. 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.

- **Faith-Based Organization**

Religious organizations of three types: (1) congregations; (2) national networks, which include national denominations, their social service arms (for example, Catholic Charities, Lutheran Social Services), and networks of related organizations (such as YMCA and YWCA); and (3) freestanding religious organizations, which are incorporated separately from congregations and national networks.

- **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, important to the eligible person or person's care or welfare, and surviving 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 remain 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 a family and Project Sponsors serve them 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. 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.”

- **Grassroots Organization**

An organization headquartered in the local community where it provides services; has a social services budget of \$300,000 or less annually, and six or fewer full-time equivalent employees. Local affiliates of national organizations are not considered “grassroots.”

- **Gross Rent**

The sum of combined rent and utilities costs. For rental assistance services, the gross rent of the unit, including appropriate utility allowances, must fall 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 a household and Project Sponsors serve them 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. This may also include fair housing counseling for eligible persons who may encounter discrimination based on race, color, religion, sex (including gender identity and sexual orientation), age, national origin, familial status, or handicap/disability.

- **Housing Stability**

The degree to which the HOPWA assisted beneficiaries remain in stable housing during the operating year. See Section 14. Program Activities for all service outcome categories.

- **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.

- **Improved HIV Viral Load**

A reduction in the load or volume of HIV present in the eligible individual's blood at the end of the reporting period compared to the beginning of the reporting period. Most PLWH engaged in medical care have routine laboratory tests. The eligible individual's latest laboratory test report should include viral load results.

- **In-Kind Leveraged Resources**

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 criteria described in 2 CFR 200. 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 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 live in the unit except to provide the necessary supportive services. Live-In Aides are not considered household members.

- **Master Leasing**

A facility-based rental assistance service linked to specific units (single or scattered site) leased from an owner by a Project Sponsor. Project Sponsors sublease the units to eligible households. Project Sponsors facilitate housing by assuming the tenancy burden for households unable to obtain a lease on their own due to a lack of income or poor credit, rental, or criminal history. Unlike Tenant-Based Rental Assistance, the assistance cannot transfer to another unit.

- **Maximum Subsidy**

The maximum amount of grant funds used to pay monthly rental assistance cannot exceed the difference between the lower of the rent standard or reasonable rent for the unit and the household's calculated monthly rent payment.

- **Medically Assisted Living Facilities**

HOPWA facility-based housing that assists residents with most or all activities of daily living, such as meals, bathing, dressing, and toileting. The assistance may include regular medical care, supervision, and rehabilitation.

- **Nonbinary**

A gender other than singularly female or male.

- **Operating Costs**

Applies to facility-based housing that is currently open. Operating costs can include day-to-day housing function and operation costs like interior and exterior maintenance, security measures, insurance, utilities for the facility



and units, furnishings for the facility and units, salary and fringe, equipment, supplies, and other incidental costs, but not staff costs for delivering services.

- **Outcome**

The degree to which the HOPWA-assisted household has established or maintained a stable living environment in safe, decent, and sanitary housing, reduced risks of homelessness, and improved 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 with a reasonable expectation their occupancy will continue. 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 (e.g., household rent payments to the Project Sponsor, security or utility deposit refunds, etc.). See grant administration requirements for program income at 24 CFR §200.307.

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

A facility-based rental assistance service linked to specific units (single or scattered site) owned or controlled by a Project Sponsor. Project Sponsors lease the units to eligible households. Unlike Tenant-Based Rental Assistance, the assistance cannot transfer to another unit.

- **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 must 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 depends on several factors, including 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 Examination; 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 their 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.

- **Rent Standard**

HOPWA grantees that authorize rental assistance activities must have rent standards, which set limits for housing costs for each unit size, from efficiencies to six-bedroom units. Rent standards should allow eligible households a reasonable selection of decent, safe, and sanitary units in a range of neighborhoods. As the grantee, DSHS must establish these rent standards, and any Project Sponsor using DSHS HOPWA Program funds to provide rental assistance must adopt them. Per 24 CFR §574.320(a)(2), the rent standard cannot exceed 1) the published Fair Market Rent (FMR) or 2) the HUD-approved community-wide exception rent. One of the two regulatory options DSHS may utilize to set rent standards is the published FMR. FMRs are estimates of 40th percentile gross rents for standard quality units, adjusted for each unit size, within a designated area. "Gross rent" means the unit rent plus the cost of all tenant-paid utilities, including electricity, fuel (e.g., natural gas, oil), water, sewer, and trash removal, but excluding telephone, internet, and cable services. HUD's Office of Policy Development and Research typically publishes FMRs in October of each year and makes them available [here](#). The other regulatory option DSHS may utilize to set its rent standards is a HUD-approved community-wide exception rent. Per [HUD Community Planning and Development \(CPD\) Notice 22-10](#), HUD interprets the HUD-approved community-wide exception rent to mean one of the following:

- *Housing Choice Voucher Program (HCVP) Payment Standard.* DSHS may adopt an HCVP payment standard set by a local Public Housing Agency (PHA) as the rent standard, meaning either the basic range, or the exception payment standard. Per 24 CFR §982.503, PHAs may set their payment standards within the basic range, which is between 90 percent to 110 percent of the FMR without HUD approval. A PHA may also set exception payment standards below 90 percent or above 110 percent of the FMR for designated parts of the FMR area with HUD's approval. DSHS may set its rent standard based on the payment standard (basic range or exception payment standard) adopted by one of the PHAs operating within the State of Texas. Note, this option does not permit the use of 1) more than one HCVP payment standard, 2) a mix of local HCVP payment standards and FMRs, or 3) Small-Area Fair Market Rents (SAFMRs).
- *Other HUD-Approved Rent Standard.* DSHS may adopt a rent standard proposed and justified by DSHS and approved by the Fort Worth HUD field office. This option allows DSHS to propose and receive HUD's approval for a rent standard outside of the existing regulatory options to utilize FMR or an HCVP payment standard (basic range or exception payment standard) set by a local PHA. HUD will only approve a proposed rent standard if a grantee can document that the other allowable options for establishing the rent standard do not provide households a reasonable selection of decent, safe, and sanitary units. DSHS will direct such proposals to the CPD Director of the Fort Worth HUD Field Office. If HUD approves a proposed rent standard, DSHS will provide further information and guidance pertaining to this approved rent standard on the DSHS HOPWA Program website [here](#).

Further, 24 §CFR 574.320(a)(2) allows Project Sponsors to increase the rent standard by 10 percent for up to 20 percent of the units that receive rental assistance on a unit-by-unit basis (i.e., Project Sponsors may use 110 percent of the rent standard for 1 out of 5 of the combined households that receive TBRA or TSH services at any given time). Project Sponsors may implement such increases regardless of the method utilized for establishing the rent standard.

- **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.

- **System for Award Management (SAM)**

All organizations applying for a federal award must have a valid registration at sam.gov. SAM registration includes maintaining current information and providing a valid DUNS number.

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

Time-limited housing assistance designed to prevent homelessness and increase housing stability. Project Sponsors may assist with up to 21 weeks of accrued costs in a 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 households to develop individualized housing plans that culminate in permanent housing. Project Sponsors may assist with up to 60 days of accrued costs in a 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 (HCM). 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 (HCVP) that helps low-income households access affordable housing (see “Rental Assistance”). Unlike facility-based rental assistance, services do not link to a specific unit. If a household moves out of their unit, they may transfer their assistance to another unit, subject to individual program rules. The subsidy amount depends on several factors, including household income and rental costs associated with the household’s lease.

- **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 facility-based housing assistance model that provides up to 24 cumulative months of non-portable facility-based rental assistance to households that are homeless or at risk of homelessness. Services allow households to prepare for permanent housing and develop individualized housing plans that culminate in permanent housing.

- **VAWA Internal Emergency Transfers**

An emergency transfer under the VAWA protections refers to an emergency relocation of a tenant to another unit where the tenant would not be categorized as a new applicant; that is, the tenant may reside in the new unit without having to undergo an application process.

- **VAWA External Emergency Transfers**

An emergency transfer under the VAWA protections refers to an emergency relocation of a tenant to another unit where the tenant would be categorized as a new applicant; that is, the tenant must undergo an application process to reside in the new unit.

- **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**

HOPWA serves as the only federal program dedicated to addressing the housing needs of low-income PLWH and their households. The DSHS HOPWA Program helps eligible 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. Stable housing helps PLWH access comprehensive healthcare, adhere to HIV treatment, and achieve viral suppression.

### 2. **Program Administration**

The DSHS HIV Care and Medications Unit administers the State of Texas HOPWA formula grant from HUD. The DSHS HOPWA Program serves all 254 counties in Texas, prioritizing those located outside of the six HOPWA-funded Metropolitan Statistical Areas: Austin, Dallas, El Paso, Fort Worth, Houston, and San Antonio. Therefore, the program targets less populated and non-urban areas of Texas.

DSHS contracts with AAs in six 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). DSHS selects AAs through a combination of competitive Requests for Applications (RFAs) and intergovernmental 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):

- |  |  |
|--|--|
| <b>A.</b> Tenant-Based Rental Assistance (TBRA)          | <b>E.</b> Housing Case Management (HCM)      |
| <b>B.</b> Short-Term Rent, Mortgage, and Utility (STRMU) | <b>F.</b> Housing Information Services (HIS) |
| <b>C.</b> Facility-Based Housing Assistance (FBHA)       | <b>G.</b> Resource Identification (RI)       |
| <b>i.</b> Short-Term Supportive Housing (STSH)           | <b>H.</b> Project Sponsor Administration     |
| <b>ii.</b> Transitional Supportive Housing (TSH)         | <b>I.</b> Grantee Administration             |
| <b>D.</b> Permanent Housing Placement (PHP)              |  |

## 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, the Texas Health and Human Services Uniform Terms and Conditions, and this manual.
- B. AAs must subcontract with eligible Project Sponsors and confirm that Project Sponsors manage program funds in compliance with HUD and DSHS regulations. AAs may only provide grant funds to Project Sponsors pursuant to legally binding agreements that contain the provisions required by 24 CFR §200.332(a) and state each commitment to which the Project Sponsor must agree under 24 CFR §574.500(b)(1) through §574.500 (b)(4).
- C. AAs must ensure that direct and indirect grantee administrative costs do not exceed the cap established by DSHS during procurement in Table A: Allocations by HIV Service Delivery Area.
- D. AAs must ensure that direct and indirect Project Sponsor administrative costs do not exceed seven percent of each Project Sponsor's total program allocation.
- E. AAs must conduct programmatic and fiscal subcontract monitoring to ensure that Project Sponsors comply with all federal and state regulations, policies, standards, and guidelines, and to 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 Program (HCVP) or other affordable housing programs, establishing service caps, and establishing additional program eligibility criteria or service requirements beyond basic regulations. Project Sponsors may consult with local housing experts for policy development.
- G. AAs must maintain programmatic and fiscal records for a four-year period to document compliance with federal and state regulations, policies, standards, and guidelines. AAs must also maintain the following:
  - i. Current and accurate data on the race and ethnicity of program participants.
  - ii. Documentation of the actions the AA has taken to affirmatively further fair housing, pursuant to 24 CFR [§5.151](#) and [§5.152](#).
  - iii. Data on emergency transfers requested under [24 CFR §5.2005\(e\)](#), pertaining to survivors of domestic violence, dating violence, sexual assault, or stalking, including data on the outcomes of such requests.
- H. AAs must safeguard against conflicts of interest. In addition to the conflict of interest requirements in 24 CFR §200.317 (for State recipients and subrecipients) and 24 CFR §200.318 through §200.326 (for non-State recipients and subrecipients), no employee, agent, consultant, officer, or elected or appointed official of the AA who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who participates in a decision making process or gains 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, often part of an organization's "code of conduct" for board, staff, and volunteers. DSHS advises AAs to assess and address conflicts of interest 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, the Texas Health and Human Services Uniform Terms and Conditions, 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 prevent prematurely depleting their funds. 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 direct and indirect administrative 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 their AA to develop local program policies as needed.
  - F. Project Sponsors must maintain programmatic and fiscal records for a four-year period to document compliance with federal and state regulations, policies, standards, and guidelines. Project Sponsors must also maintain the following:
    - i. Current and accurate data on the race and ethnicity of program participants.
    - ii. Documentation of the actions the Project Sponsor has taken to affirmatively further fair housing, pursuant to 24 CFR [§5.151](#) and [§5.152](#).
    - iii. Data on emergency transfers requested under [24 CFR §5.2005\(e\)](#), pertaining to survivors of domestic violence, dating violence, sexual assault, or stalking, including data on the outcomes of such requests.
  - G. Project Sponsors must file Internal Revenue Service (IRS) Form 1099-MISC 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 report this to the IRS on form 1099-MISC, Box 1, "Rents" (Revenue Rule 88-53). To comply with this requirement, Project Sponsors 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 issue IRS Form W-9 to all property owners. Before a Project Sponsor makes rent payments to an owner, the owner must complete and return Form W-9 to the Project Sponsor. Every calendar year, Project Sponsors must complete and issue Form 1099-MISC to each "person" who was paid \$600.00 or more in rent. Persons include individuals and partnerships, not corporations or utility vendors. Project Sponsors issue Form 1099-MISC to property owners by January 31st and submit a copy to the IRS no later than February 28th. Project Sponsors may obtain copies of IRS Forms [W-9](#) and [1099-MISC](#), as well as detailed instructions for completing each form, from the IRS [website](#).
- NOTE: DSHS Project Sponsors cannot pay clients directly.**
- H. Project Sponsors must safeguard against conflicts of interest. In addition to the conflict of interest requirements in 2 CFR §200.317 (for State recipients and subrecipients) and 2 CFR §200.318 through §200.326 (for non-State recipients and subrecipients), no employee, agent, consultant, officer, or elected or appointed official of the Project Sponsor who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who participates in a decision making process or gains 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, often part of an organization's "code of conduct" for board, staff, and volunteers. DSHS advises Project Sponsors to assess and address conflicts of interest on an annual basis. Additionally, the policy must comply with the DSHS HIV/STD Program Policies located [here](#).
  - I. Project Sponsors must track the number of clients served and units of service provided by completing all applicable HOPWA-related fields in the Take Charge Texas (TCT) database, the Uniform Reporting System (URS). Project Sponsors enter HOPWA data into TCT on a scheduled basis corresponding with the program reporting periods specified in this manual. Project Sponsor programmatic reports and other submissions to DSHS must align with client and service information entered in TCT.
  - J. Project Sponsors cannot charge households with any fees other than rent.
  - K. 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) completes the environmental review required by §58 and approves the Request for Release of Funds (RROF) and Certification. 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 (if 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 considered 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 their AA and their 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
Grievances of clients and bidders	Grievances
Monitoring	Rent standard increase <i>(if applicable)</i>
Procurement	Requiring application to HCVP/other affordable housing
Reallocations	Additional program eligibility criteria <i>(if applicable)</i>
	Additional service requirements <i>(if applicable)</i>
	STRMU, STSH, and other local service caps <i>(if applicable)</i>
	Survivor grace periods
	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 client 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 protocols for maintaining confidentiality, 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 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 lives with HIV. For example, Project Sponsors could accomplish this 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 Section Security Policies and Procedures located [here](#).

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

Prior to exchanging confidential 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. Clients must complete and sign [Form F: Consent to Release and/or Obtain Confidential Information](#) identifying specific individuals or organizations to which Project Sponsors may disclose confidential information and clients must resign Form F annually at minimum. In the absence of specific written authorization, the Project Sponsor cannot disclose information identifying an individual’s HIV status to any individual or organization.

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

### 3. **Privacy and Security**

AAs and Project Sponsors must designate and identify a HIPAA Privacy Officer who develops and implements federal and state privacy and security requirements. AAs and Project Sponsors must also designate and identify a Local Responsible Party (LRP) who ensures the security of confidential information. The [DSHS LRP Handbook](#) provides additional guidance on security, confidentiality, privacy incidents, and policies and procedures. LRP duties include, but are not limited to:

- A. Establishing appropriate policies and procedures for handling and releasing confidential information, as well as rapidly responding to suspected breaches of confidentiality, protocol, or both. These policies and procedures must comply with DSHS HIV/STD Security Policies and Procedures. AAs and Project Sponsors may adopt DSHS HIV/STD Security Policies and Procedures as their own.
- B. Periodically reviewing security policies and procedures for efficacy.
- C. Monitoring evolving technology to ensure confidential information remains as secure as possible (e.g., new methods of illegally accessing confidential information, technologies for protecting confidential information from cyber threats, etc.).
- D. Determining when personnel have a work-related need to view or handle confidential information.
- E. Maintaining lists of authorized personnel who may view or handle confidential information; have received all applicable confidentiality, privacy, and security trainings; and may access secure areas, network drives, and databases storing confidential information. The LRP updates these lists annually at minimum to ensure they remain current.
- F. Ensuring personnel permitted to view or handle confidential information have:
  - i. Completed training on federal and state privacy laws before accessing confidential information. The LRP ensures that personnel renew their training annually at minimum and maintains copies of current training certificates.
  - ii. Completed training on confidentiality and security policies and procedures before accessing confidential information. The LRP ensures that personnel renew their training annually at minimum and maintains copies of current training certificates.
  - iii. Submitted signed confidentiality agreements before accessing confidential information. The LRP ensures that personnel renew their agreements annually at minimum and maintains copies of current confidentiality agreements.
- G. Thoroughly and quickly investigating suspected breaches of confidentiality, protocol, or both in consultation with the DSHS LRP to comply with the DSHS [HIV/STD Section Breach of Confidentiality Response](#) policy.
- H. Completing and submitting all required reports on time.

AA and Project Sponsor confidentiality and security procedures must include the following provisions:

- A. Computers and networks will meet DSHS security standards as certified by DSHS IT staff.
- B. DSHS system user account termination requests will be sent to DSHS within 1 business day of the notification of account termination.
- C. Secure data will be transferred electronically using the Texas Health Alert Network (TxHAN).
- D. A visitors' log will be maintained for individuals entering secured areas and it will be reviewed by the LRP quarterly at minimum.
- E. DSHS system user account passwords must be changed at least every 90 calendar days.
- F. Portable devices used to store confidential data will be approved by the LRP and encrypted.
- G. Confidential data will be:
  - i. Maintained in a secure area;
  - ii. Locked when not in use;
  - iii. Not left in plain sight; and
  - iv. Destroyed before disposal.

## Section 7. Ensuring Access to the Program

### 1. **Sharing Program Information with the Community**

Project Sponsors must routinely share program information with other HIV prevention and care agencies, local Public Housing Agencies (PHAs), and other affordable housing programs in their HSDA(s). For example, Project Sponsors should post program information on their websites and social media platforms, and distribute program information via pamphlets, fliers, or email lists. Project Sponsors must document how they share this information each program year.

### 2. **Sharing Program Information with Clients**

Project Sponsors should assess client housing needs during intake and routine medical, psychosocial, or other appointments. When a client requests housing assistance, the Project Sponsor should inform them of the program. At minimum, the information should include the types of housing assistance available; application process; documentation needed to determine household eligibility and satisfy other program requirements; qualifications for specific program services; current waitlists and priority populations, if applicable; and potential interview dates and times.

### 3. **Application Office Location**

Project Sponsors should have a physically accessible facility located near adequate public transit where households may easily apply for assistance. Households should feel safe and comfortable while visiting these locations and these facilities should be designed to protect client confidentiality.

### 4. **Methods of Meeting with Applicant and Participant Households**

Project Sponsors may hold scheduled or unscheduled meetings with applicant and participant households. To accommodate the needs of various households and assure proper use of staff resources, Project Sponsors should offer the following options for meeting with households:

#### **A. Regular Office Meetings**

Households can meet with Project Sponsor staff in the office during regular business hours.

#### **B. Special Office Meetings**

If a household cannot meet with Project Sponsor staff in the office during regular business hours, then a Project Sponsor should arrange an off-hour meeting.

#### **C. Home Visit Meetings**

If a household cannot meet with Project Sponsor staff in the office, then the Project Sponsor should arrange a meeting at the household's current residence or other agreed location.

#### **D. Remote Meetings**

Instead of a face-to-face meeting, a Project Sponsor may arrange a remote meeting via phone or secure audio/video streaming technology and households may submit applications and/or other relevant documentation via mail, fax, or secure electronic means. Project Sponsors using telemedicine, teledentistry, or telehealth platforms to offer remote meetings must do so in accordance with federal and state law and the [DSHS Guidance for the Use of Telemedicine and Telehealth for HIV Core and Support Services](#).

### 5. **Waitlists**

Project Sponsors must establish a waitlist for eligible households when demand for services exceeds the Project Sponsor's ability to supply them. Further, Project Sponsors must collaborate with their AA to develop a waitlist policy. The policy must specify how the Project Sponsor maintains their waitlist and how they prioritize waitlisted households. Additionally, Project Sponsors must create a waitlist management tool that categorizes waitlisted households by the service category they need (i.e., TBRA, STRMU, and FBHA), update the waitlist every three months at minimum, and include the dates that households transition on or off the waitlist.



## Section 8. Fair Housing, Nondiscrimination, and Equal Opportunity

### 1. **Fair Housing Act**

The Fair Housing Act protects people from discrimination when they rent, buy, or secure financing for any housing. The prohibitions specifically cover discrimination because of race, color, religion, sex (including gender identity and sexual orientation), age, national origin, familial status, or disability. The Act makes it 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 fair housing and civil rights, visit HUD's Office of Fair Housing and Equal Opportunity [website](#) or the HUD Exchange Fair Housing and Civil Rights [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**

Federal grantees must 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 free from discrimination. Affirmatively furthering fair housing encompasses not only combating discrimination, but also implementing measures that overcome patterns of segregation, fostering inclusive communities, removing barriers to opportunity based on protected characteristics, addressing significant disparities in housing needs and 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 housing and urban development programs and activities. AAs and Project Sponsors must report efforts to affirmatively further fair housing in their Semi-Annual and Annual 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 (including gender identity and sexual orientation), 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**

The Fair Housing Act requires owners of housing facilities to make reasonable accommodations for persons with disabilities. These accommodations may include exceptions to existing rules, policies, practices, services, or operations when necessary to afford a person with a disability the equal opportunity to use and enjoy a dwelling. For example, an owner with a "no pets" policy may need to waive this rule to allow a person with vision impairments 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. Additionally, the design and construction of new multifamily housing with four or more units must accommodate individuals with disabilities, with features like accessible common areas, wide doors for wheelchair access, maneuverable kitchens and bathrooms, 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 survived [domestic violence](#), [dating violence](#), [sexual assault](#), or [stalking](#). Despite the name of this law, program applicants and beneficiaries may avail themselves of VAWA protections and remedies regardless of their sex, gender identity, or sexual orientation. Per 24 CFR §5, Subpart L, VAWA applies to all HUD programs, including HOPWA. Specifically, applicants and beneficiaries of the DSHS HOPWA Program cannot be denied admission to, denied assistance under, terminated from participation in, or evicted from the unit solely because they survived domestic violence, dating violence, sexual assault, or stalking, if they otherwise qualify for admission, assistance, participation, or occupancy.

### 1. VAWA 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 survived 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 requires Project Sponsors to use the latest versions of these forms, complete them accurately, and maintain them in each household's record. The forms include the latest revision date. DSHS considers old forms obsolete and Project Sponsors should discard them. Project Sponsors must maintain any forms used in the household's record. Forms that require a signature are available in Spanish. The forms allow both electronic and written signatures. 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 confidentiality requirements for documentation submitted by survivors requesting emergency transfers and of each survivor's housing location. The Addendum provides that a survivor may terminate their lease without penalty if they meet emergency transfer requirements. 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 it does not, a Project Sponsor cannot approve a 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 the 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 also determine 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 the 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: When approving or denying 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 survived an incident of domestic violence, dating violence, sexual assault, or stalking, the Project Sponsor may request, in writing, that the applicant or beneficiary submit documentation of survivor status as specified under Permissible Documentation (see E. Permissible Documentation and Submission Requirements). Project Sponsors do not need 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 survived an incident of domestic violence, dating violence, sexual assault, or stalking;
  - b. Describes the incident; and
  - c. Includes the name of the accused perpetrator if 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 the 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 will 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 cannot enter confidential information into any shared database or disclose such information to any other entity or individual, unless the survivor requests or consents to the disclosure in a time-limited release, an eviction proceeding or hearing regarding termination of assistance from the DSHS HOPWA Program requires the disclosure, or applicable law otherwise mandates the disclosure.

## **G. Remedies**

- i. *Lease Bifurcation.* Owners may bifurcate a lease to evict an accused perpetrator without regard to whether the accused perpetrator is a signatory to the lease and without evicting or otherwise penalizing the 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, 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 that remaining in the unit they currently occupy poses an actual and imminent threat. If they survived sexual assault, the survivor must reasonably believe that remaining in the unit they currently occupy poses an actual and imminent threat, 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 the 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 maintain emergency transfer records for a 4-year period.

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

Applicants and beneficiaries of the DSHS HOPWA Program cannot be denied admission to, denied assistance under, terminated from participation in, or evicted from the unit solely because they survived 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 cannot be denied assistance or occupancy rights solely based on criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:

- i. A household member, guest, or other person under the control of the household perpetrates the criminal activity; and
- ii. A beneficiary survives actual or threatened 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 cannot 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 owners or Project Sponsors, when notified of a court order, from complying with a court order with respect to the rights of access or control of property, including civil protection orders issued to protect survivors of domestic violence, dating violence, sexual assault, or stalking or the distribution or possession of property among beneficiaries.
- ii. VAWA does not limit owners or Project Sponsors from evicting or terminating assistance to a household for any violation unrelated to domestic violence, dating violence, sexual assault, or stalking attributable to the beneficiaries in question. However, owners or Project Sponsors must not subject a beneficiary, who survived domestic violence, dating violence, sexual assault, or stalking, or affiliates with a beneficiary who survived the same, to a more demanding standard than other beneficiaries in determining whether to evict or terminate assistance.
- iii. VAWA does not limit owners or Project Sponsors from evicting or terminating assistance to a household when they can demonstrate the presence of an actual and imminent threat to other households or those employed at or providing services to the property of the owner or Project Sponsor if they did not evict or terminate assistance to the beneficiary or household. In this context, an “actual and imminent threat” includes words, gestures, actions, or other indicators that meet the definition of “actual and imminent threat” in 24 CFR §5.2003.
- iv. Owners or Project Sponsors should utilize eviction or termination of assistance only when they cannot reduce or eliminate threats via other actions including but not limited to transferring survivors 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. Owners or Project Sponsors must tailor such restrictions to particularized concerns about individual beneficiaries. Restrictions predicated on public safety cannot rely on stereotypes.

**K. Prohibition on Retaliation and Coercion**

VAWA prohibits owners from discriminating against any person because that person opposed acts or practices made unlawful by VAWA housing provisions, or because that person testified, assisted, or participated in any related matter. VAWA makes it unlawful for an owner or property representative to coerce, intimidate, threaten, interfere with, or retaliate against any person who exercises or assists or encourages another person to exercise any rights or protections under VAWA housing provisions.

**L. Right to Report Crime and Emergencies**

VAWA protects the right to report crime and emergencies from one’s home. Owners, homeowners, tenants, residents, occupants, and guests of, and applicants for, housing have the right to seek law enforcement or emergency assistance on their own behalf or on behalf of another person in need of assistance. VAWA prohibits penalizing or threatening to penalize persons because they request assistance or report criminal activity of which they have survived or were otherwise not at fault.

**M. Enforcement Authority**

HUD’s Office of Fair Housing and Equal Opportunity (FHEO) implements and enforces VAWA housing provisions consistent with, and in a manner that provides, the same rights and remedies as those provided by the Fair Housing Act. FHEO ensures that program participants comply with, and investigates potential violations of, applicable VAWA requirements. Individuals who believe their VAWA rights have been or will be violated may file a VAWA complaint with FHEO using HUD’s File a Complaint [website](#).

**2. VAWA 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 cannot be denied STRMU or STSH services on the basis or as a direct result of the fact that the applicant or beneficiary survived domestic violence, dating violence, sexual assault, or stalking.



### 3. VAWA 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 survivors 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 HUD CPD Notices [94-05](#) and [22-15](#), assisted housing, including shared housing arrangements, must meet safety and sanitation standards and comply with applicable state and local housing codes, licensing provisions, and any other structural or operational requirements. Assisted housing must also meet all Habitability Standards, Lead Safe Housing Rules, Fire Safety Requirements, and Carbon Monoxide Safety Requirements. Housing assisted by TBRA or TSH require inspections. Housing assisted by STRMU or PHP do not require inspections, but households must certify their housing meets all standards and requirements. If a household resides in substandard housing, the housing plan should address housing deficiencies or include a goal of moving the household into housing that meets all Housing Quality Standards (HQS). Project Sponsors complete [Form G: Housing Quality Standards Certification](#) before assisting housing and annual eligibility recertifications. Also, they complete Form G if household residency has changed. Housing case managers can perform inspections without specialized training and should interpret the standards and requirements using their best judgement.

### 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 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 or pregnant person 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. 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 or pregnant person 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 perform a property search on the local county appraisal district website to determine the year the housing was built or most recently rehabilitated. The 100-day period is cumulative and applies to the dwelling unit, not the assisted household.

### 3. **Fire Safety Requirements**

The [Fire Administration Authorization Act of 1992](#) requires smoke detector installation. Smoke detectors must be installed in accordance with [National Fire Protection Association Standard 72](#), or more stringent local policies as applicable. The housing must contain a single- or multi-station smoke detector; both inside and outside of sleeping areas; and on each occupiable level (including basements but excluding attics and crawl spaces). Detectors must be interconnected and audible, with accommodations for persons with sensory impairments. Detectors must be battery-operated or hardwired with battery backup. Owners must provide and maintain detectors for renters. Project Sponsors may use local fire programs or hardware store donations to provide detectors for mortgagors.

### 4. **Carbon Monoxide Safety Requirements**

The [Carbon Monoxide Alarms Leading Every Resident to Safety Act of 2019](#) requires carbon monoxide detector installation in certain circumstances. Carbon monoxide detectors must be installed in accordance with chapters [9](#) and [11](#) of the 2018 publication of the International Fire Code, or more stringent local policies as applicable. If equipped with combustion appliances or an attached garage, the housing must contain a single- or multi-station carbon monoxide detector; outside each sleeping area; inside sleeping areas with combustion appliances; and on each occupiable level (including basements but excluding attics and crawl spaces). Combustion appliances burn fuel for heating, cooking, or decorating (e.g., furnace, range, fireplace, etc.). Detectors must be interconnected and audible, with accommodations for persons with sensory impairments. Detectors must be battery-operated or hardwired with battery backup. Owners must provide and maintain detectors for renters. Project Sponsors may use local fire programs or hardware store donations to provide detectors for mortgagors.

### 5. **Remote and On-Site Inspections**

If a Project Sponsor must physically inspect a proposed unit for compliance with HQS, then they may conduct the initial inspection or annual re-inspection either on-site or remotely. Per [HUD CPD Notice 22-09](#), Project Sponsors may satisfy applicable physical inspection requirements through the use of a proxy who conducts a physical inspection on behalf of the Project Sponsor with the assistance of technology. The proxy can be an owner, property representative, participant household member, or any adult associated with the eventual tenancy of the unit. Physical inspections via proxy using video streaming technology pursuant to a written agreement maintained in the participant household’s record will satisfy the HQS physical inspection requirement. Project Sponsors that incorporate technology in their processes should also ensure the proxy has the equipment necessary to complete the HQS inspection. For example, the proxy may need the following:

- A. Tape measure;
- B. Lighting device, i.e., a flashlight;
- C. Circuit analyzer to test the low-voltage operation of electrical lines;
- D. Means to test smoke and carbon monoxide detectors;
- E. Temperature device for displaying the internal unit temperature;
- F. Smartphone or tablet that is fully charged and with a reliable internet connection.

Regardless of the use of technology to facilitate the HQS inspection, the Project Sponsor remains responsible for conducting the inspection and determining whether a condition violates HQS. In certain situations, the application of technology may provide insufficient information or evidence for the Project Sponsor to make an appropriate determination. Project Sponsors that incorporate technology into their processes must have policies and procedures in place to address such limitations.

## Section 11. Linkage with Other Affordable Housing Programs

### 1. **Collaboration with the Housing Choice Voucher Program (HCVP) and Other Affordable Housing Programs**

Project Sponsors must establish linkages and collaborative relationships with local Housing Choice Voucher Programs (HCVPs) and other affordable housing programs. These programs can play a crucial role in meeting the long-term housing needs of HOPWA-assisted households. Project Sponsors must document how they accomplish these linkages and collaborative relationships (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 Program](#)
- 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 HCVP 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 HCVP 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 HCVP or other affordable housing program waitlist number with periodic check-in dates.

#### B. **Households that Fail to Accept Assistance from the HCVP or Other Affordable Housing Programs**

Local program policies must state that Project Sponsors may terminate TBRA or TSH households from the program if they fail to apply for the HCVP and other affordable housing programs, renew applications as required, and/or accept assistance as offered. This requirement helps reduce TBRA and FBHA waitlists and provide timely services to other eligible households. Housing case managers work closely with households receiving TBRA or TSH services and the local Public Housing Agency to prevent such terminations. In special circumstances where accepting assistance from the HCVP or other affordable housing programs 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](#). Project Sponsors submit Form J to their AA for approval and AAs may approve each waiver on a case-by-case basis. Special circumstances include but are not limited to:

- i. Client would have to move away from support systems 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 a voucher from the HCVP.



If a Project Sponsor will terminate a household for failure to apply for the HCVP 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**

STRMU and STSH cannot provide ongoing housing assistance. When assessments indicate little or no improvement of the conditions that caused the current housing instability will likely occur during or after the assistance period, Project Sponsors should employ other types of long-term permanent housing assistance. 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, they 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 provides standardized program forms to assist Project Sponsors with household program enrollment and service delivery. DSHS requires Project Sponsors to use the latest versions of these forms, complete them accurately, and maintain them in each household's record. The forms include the latest revision date. DSHS considers old forms obsolete and Project Sponsors should discard them. Forms that require a signature are available in Spanish. The forms allow both electronic and written signatures.

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

## Section 13. Program Eligibility

### 1. Program Eligibility Criteria

Project Sponsors determine whether applicant households meet the program eligibility criteria. In shared housing arrangements, where two or more unrelated households voluntarily live together in a unit, Project Sponsors assess the eligibility of only the applicant household, not the other household(s). Households must meet the following program eligibility criteria:

- A. At least one household member must live with HIV (24 CFR §574.3);
- B. Household annual 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 Criteria

HUD permits Project Sponsors to establish additional program eligibility criteria as a means of prioritizing benefits to those with the greatest need. HUD's Office of Fair Housing and Equal Opportunity (FHEO) must approve local preferences to ensure such practices do not discriminate or inadvertently exclude any persons by design or omission. If a Project Sponsor establishes additional program eligibility criteria, they must collaborate with their AA to develop a local program policy. Their AA must consult with DSHS and DSHS must consult with HUD before DSHS approves the policy. For example, a Project Sponsor could prioritize households at or below 30 percent of area median income per the household's county of residence. Or a Project Sponsor could prioritize households with a member recently discharged from an institution, or some other specific situation.

### 3. Eligibility Confirmation and Documentation Requirements

Before enrolling an applicant household in the program, Project Sponsors confirm household eligibility by obtaining complete and acceptable eligibility documentation as outlined below. Project Sponsors maintain eligibility documentation in each household's record. Project Sponsors notify households of their eligibility (eligible or ineligible) in writing.

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

*(This documentation must predate the initial eligibility certification date.)*

Project Sponsors may document that a person lives with HIV using one of several options, including laboratory test results or other medical records bearing the eligible individual's name. The following list provides examples of acceptable eligibility documents.

**NOTE:** HIV testing technology changes rapidly and standards for HIV confirmation continuously evolve. Project Sponsors should 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 eligible individual;
- v. A signed statement from a physician, physician's assistant, advanced practice nurse, or registered nurse attesting to the HIV-positive status of the eligible individual;
- vi. A completed THMP Medical Certification Form signed by the physician; or
- vii. A hospital discharge summary documenting that the eligible individual lives with HIV.

#### B. **Proof of income for all household members aged 18 years old or older**

*(The DSHS HOPWA Determining Household Annual Income Guide outlines acceptable forms of documentation, whose income is counted, and income inclusions and exclusions. This documentation must be complete and cover the 30 days immediately 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 use **Form C: Household Income Eligibility Worksheet** to document and annualize household income and determine household income eligibility for the program. Project Sponsors complete Form C before initial eligibility certifications and annual eligibility recertifications. Also, they complete Form C if household eligibility factors have changed.
- iii. If any household member aged 18 years old or older reports that they do not have income or have attempted but cannot obtain third-party proof of income, they complete and sign **Form A: Self-Declaration of Income**.
- iv. The **Determining Household Annual 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 aged 18 years old or older**

*(The household must reside in the Project Sponsor's HSDA. This 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. This documentation must bear 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 household member as the property owner/debtor; or a valid, currently-dated title insurance policy identifying the household member as the property owner/debtor. This documentation must bear an address in the Project Sponsor's HSDA.
- iii. Documentation evidencing a utility account in a household member's name with a utility vendor. This documentation must bear an address in the Project Sponsor's HSDA.
- iv. If any household member aged 18 years old or older reports that they do not have a fixed address or have attempted but cannot obtain third-party proof of current residency, they complete and sign **Form B: Self-Declaration of Residency**.

**NOTE:** Form B does not serve 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 Eligibility Recertifications**

**A. Annual Eligibility Recertifications**

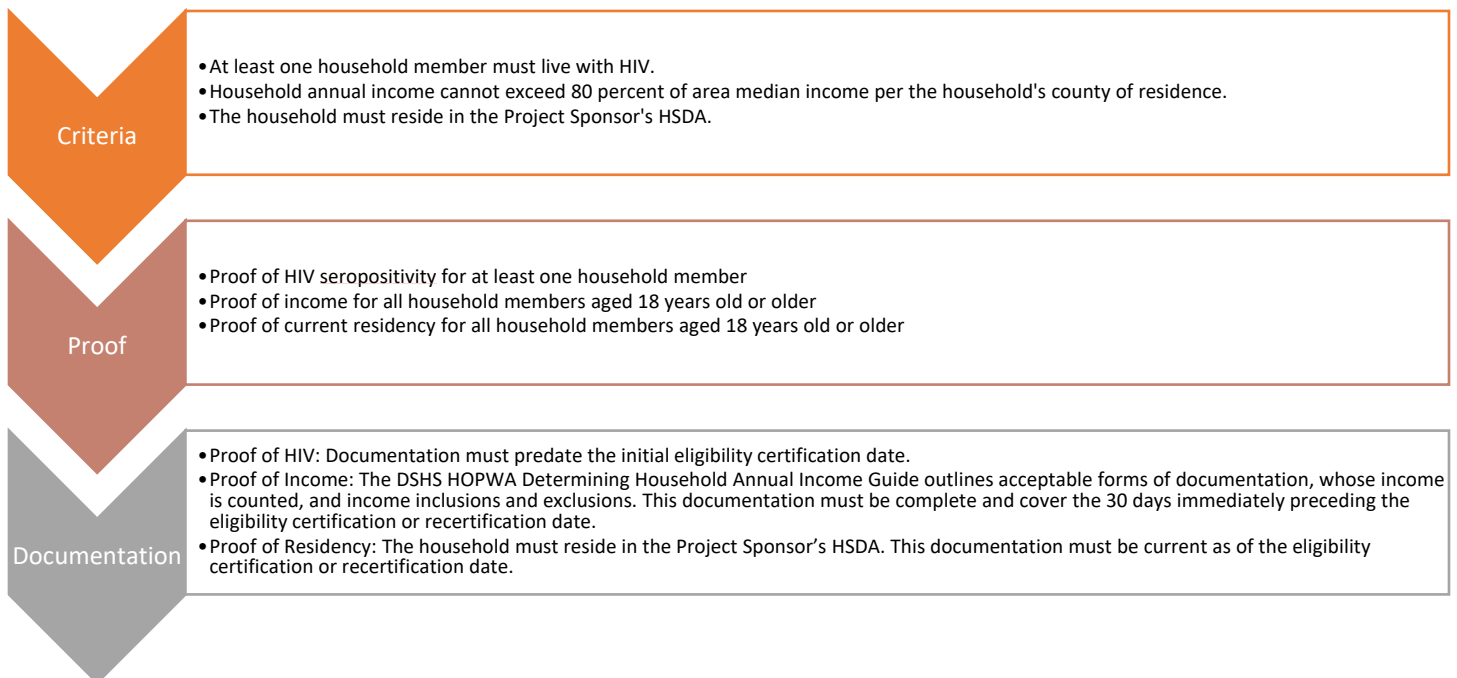
After an initial eligibility certification, Project Sponsors must recertify household eligibility annually (every 12 months) at minimum so that housing assistance and supportive services may continue. For annual eligibility recertifications, households must provide proof of income and current residency per the Eligibility Confirmation and Documentation Requirements above. Also, households must complete all applicable program enrollment and service forms again.

**B. Interim Eligibility Recertifications**

When household income, residency, or composition change during an annual eligibility period, Project Sponsors must recertify household eligibility. Changes in household eligibility factors may affect 1) whether the household remains eligible for the program and 2) their rental assistance calculation if

applicable. Project Sponsors complete [Form O: Interim Recertification Worksheet](#) if household income, residency, and/or composition change and the household will remain in the program. Form O provides instructions for documenting changes, describes how changes affect household eligibility, and indicates which program forms require updates because of changes. Project Sponsors carefully follow the instructions on Form O to ensure they thoroughly document each change.

- 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. This documentation must be complete and cover the 30 days immediately preceding the interim recertification date. If household annual income exceeds 80 percent of AMI, the household no longer meets the program eligibility criteria. 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. This documentation must be current as of the interim recertification date. If the household relocates 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 income exceeds 80 percent of AMI, the household no longer meets the program eligibility criteria. 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 aged 18 years old or older to Form O. If the household does not include a household member living with HIV, the household no longer meets the program eligibility criteria unless the household qualifies for the Project Sponsor's grace period. If household annual income exceeds 80 percent of AMI, the household no longer meets the program eligibility criteria. Complete and attach Forms H and I for TBRA or TSH households and Forms C and E for all households.

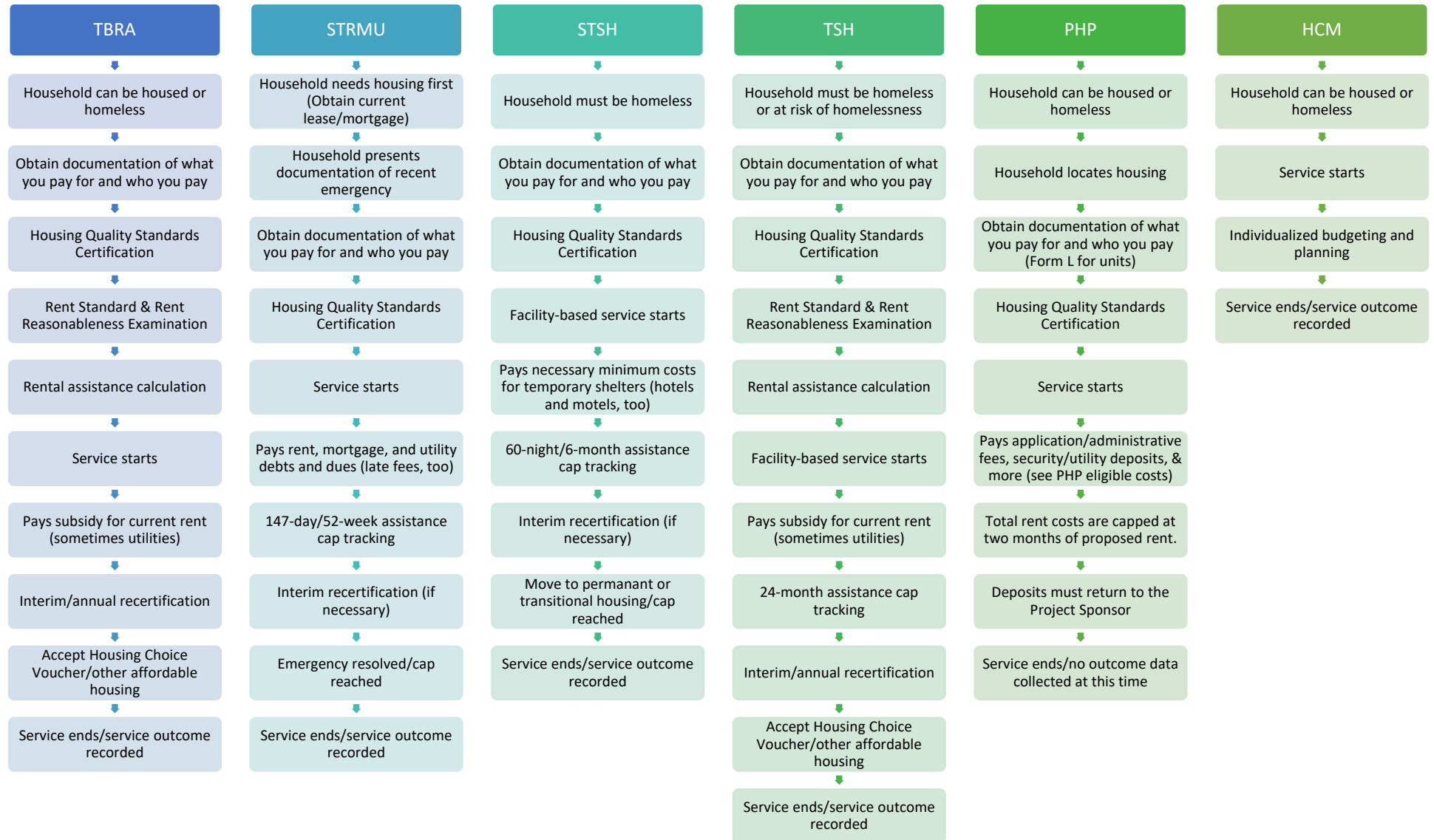


## Section 14. Program Activities

### Housing Assistance and Supportive Services

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

- The household must meet the program eligibility criteria (see Section 13: Program Eligibility);
  - The household must consent to program enrollment by completing [Form D: HOPWA Program Agreement](#), which outlines the program's goals, eligibility criteria, and service requirements, and their rights and responsibilities;
  - 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
  - The Project Sponsor must obtain the owner's IRS Form W-9 before paying rent under TBRA, STRMU, FBHA, or PHP.
1. **To receive Tenant-Based Rental Assistance (TBRA) services**
    - A. The household can be housed or homeless;
    - B. The gross rent of the unit must fall 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 Short-Term Rent, Mortgage, and Utility (STRMU) services**
    - A. The household must already be housed;
    - B. The household must provide proof of a recent short-term emergency 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 Short-Term Supportive Housing (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 Transitional Supportive Housing (TSH) services**
    - A. The household must be homeless/at risk of homelessness;
    - B. The gross rent of the unit must fall 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 Permanent Housing Placement (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 (HCM) 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. HCM	G. HIS
<b>1. Rent payments (for households with a lease)</b>	Yes, if the unit meets rent standard and rent reasonableness. The amount of assistance depends on household income. Provides tenant-based assistance. Has no cap.	Yes, if within 21-week limit. The amount of assistance depends on household need and negotiation.	No	Yes, if the unit meets rent standard and rent reasonableness. The amount of assistance depends on household income. Provides facility-based assistance. Capped at 24 cumulative months	No	No	No
<b>2. Mortgage payments (but not down-payment support for new units)</b>	No	Yes, if within 21-week limit (for costs within the mortgage agreement). The amount of assistance depends on household need and negotiation.	No	No	No	No	No, but can provide information on available homeownership programs.
<b>3. First/last month's rent; credit checks; utility deposits, hookup fees, and processing costs; security deposits</b>	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 security deposits or utility deposits, hookup fees, and/or processing costs.	Yes. Total rent payment (security deposit + first and/or last month's rent + rental arrears) cannot exceed the value of two month's rent.	No	No
<b>4. Utility payments (gas, electric, water and sewer)</b>	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 depends on household need and reasonable 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
<b>5. Information and/or support to locate and apply for housing assistance</b>	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.
<b>6. Move-in support, such as supplies, furnishings, incidental costs, and minor repairs of housing units</b>	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
<b>7. Other elements</b>	No	Yes. Late fees and other penalties if, in the event of nonpayment, the household risks 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 healthcare 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 provides an ongoing and portable rental subsidy that helps households obtain or maintain permanent housing, including assistance for shared housing arrangements, in the private rental housing market until they can enroll in the Housing Choice Voucher Program (HCVP) or other affordable housing programs. Under TBRA, households select a housing unit of their choice. Unlike FBRA, services do not link to a specific unit. If a household moves out of their unit, they may transfer their assistance to another unit, subject to individual program rules. TBRA households that fail to apply for the HCVP 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

#### A. **Service Delivery Costs**

Generally, service delivery costs include personnel, travel, equipment, and supplies. Costs must be necessary, reasonable, allowable, documented, and allocable to TBRA. TBRA service delivery activities may include:

- i. Assessing housing status and needs
- ii. Collecting program eligibility documentation and qualifying households for services
- iii. Performing initial eligibility certifications and annual and interim eligibility recertifications
- iv. Referring ineligible households to other housing assistance services
- v. Completing the File Structure Checklist and Forms A, B, C, D, E, F, G, H, I, J, O, and P
- vi. Completing and distributing applicable VAWA materials
- vii. Collecting supporting documentation and attaching it to program forms when required or applicable
- viii. Traveling to proposed units to complete HQS inspections
- ix. Communicating with owners and utility companies about program requirements
- x. Reviewing prospective leases to ensure that they include and exclude certain provisions
- xi. Requesting, issuing, and documenting payments
- xii. Documenting housing assistance and supportive service outcomes
- xiii. Recordkeeping, logging time and effort, and maintaining case notes

#### B. **Housing Assistance Costs**

TBRA only pays current rental costs and cannot pay more or less than a household's calculated monthly rental assistance subsidy (see 8. Calculating Monthly Household and Project Sponsor Rent Payments). In some circumstances, TBRA reimburses a household's monthly utility costs (see 9. Utility Allowances and Reimbursements below). In shared housing arrangements, where two or more unrelated households voluntarily live together in a unit and divide rental costs, Project Sponsors prorate rental assistance for the portion of the unit occupied by the participant household.

**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 more or less than a household's calculated monthly rental assistance subsidy (see 2. Eligible Costs above). While TBRA cannot pay initial move-in costs (e.g., application and administrative fees, security and utility deposits, etc.), Project Sponsors can pay such costs using PHP.

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

### 4. Establishing Additional Service Requirements

HUD permits Project Sponsors to establish additional TBRA service requirements as a means of prioritizing benefits to those with the greatest need. HUD's Office of Fair Housing and Equal Opportunity (FHEO) must approve local preferences to ensure such practices do not discriminate or inadvertently exclude any persons by design or omission. If a Project Sponsor establishes additional service requirements, they must collaborate with their AA to develop a local program policy. Their AA must consult with DSHS and DSHS must consult with HUD



before DSHS approves the policy. For example, a Project Sponsor could prioritize 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 households can receive TBRA services. Or a Project Sponsor could prioritize TBRA services to waitlisted households or households with members who are unemployed, discharging from a hospital, persons with special needs, or presenting with some other specific situation.

## **5. Housing Status**

Households can be housed or homeless. To receive TBRA services, households must present evidence of current or imminent tenancy in the private unassisted housing market. TBRA alleviates the rent burden of low-income households. As such, TBRA cannot assist mortgagors.

### **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 lease does not name the eligible individual as a tenant or occupant, then they have no legal right to reside in the unit, disqualifying them from TBRA housing assistance services (see Appendix I: Tenant Lease Provisions for additional guidance about lease components).

### **B. Utilities**

If a TBRA-assisted household qualifies for a utility reimbursement, then the Project Sponsor pays this amount 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 a utility account in their name. Individuals with prior utility debt or poor credit history may encounter barriers to establishing utility accounts in their name, sometimes relying on utility accounts established in someone else's name and bearing responsibility for paying the utility expenses. Project Sponsors cannot exclude such households from receiving utility reimbursements. Instead, Project Sponsors obtain proof of the household's responsibility for paying the utility expenses. For example, if a household uses a utility account 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 bears responsibility for paying the utility expenses.

## **6. Occupancy Standards**

TBRA Occupancy Standards provide for the smallest unit size (i.e., number of bedrooms) a household needs without overcrowding. They also establish guidelines for selecting a rent standard (see 7. Rent Standard and Rent Reasonableness below). Project Sponsors determine the unit size a household needs based on household size and composition. Project Sponsors apply unit size determinations in a uniform, consistent, and non-discriminatory manner for all households of like size and composition. A bedroom must meet applicable Housing Quality Standards (HQS) (see Section 10. Housing Quality Standards) and provide a private area where household members may sleep. If entering an area necessitates passing through another room, then the space may count as a living/sleeping area, but not a bedroom. The living room may count as a living/sleeping area, but not a bedroom. Kitchens and bathrooms cannot count as living/sleeping areas or bedrooms. When determining an appropriate unit size, Project Sponsors:

- A.** Provide for the smallest number of bedrooms a household needs without overcrowding.
- B.** Comply with space requirements under HQS.
- C.** Include children temporarily away from the home because of placement in foster care.
- D.** Treat a household consisting of only one pregnant person as a two-person household.
- E.** Permit small children (less than two years of age) to share a one-bedroom with a single parent.
- F.** Count any live-in aide (approved by the Project Sponsor to reside in the unit).
- G.** Allow elderly or disabled household members to occupy separate bedrooms.

Project Sponsors may grant an exception to the occupancy standards if justified by the age, sex, health, disability, or relationship of household members or other personal circumstances. Project Sponsors must

document such exceptions in the household's record. 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 Using the Living Room 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
6	10	12	14

## 7. Rent Standard and Rent Reasonableness

HOPWA grantees that authorize rental assistance activities must have rent standards, which set limits for housing costs for each unit size, from efficiencies to six-bedroom units. Rent standards should allow eligible households a reasonable selection of decent, safe, and sanitary units in a range of neighborhoods. As the grantee, DSHS must establish these rent standards, and any Project Sponsor using DSHS HOPWA Program funds to provide rental assistance must adopt them. Low rent standards make it difficult for households to find acceptable units in neighborhoods close to medical care, transportation, employment, schools, and other resources. High rent standards can limit the number of households Project Sponsors serve given finite funding.

Per 24 CFR §574.320(a)(2), the rent standard cannot exceed 1) the published Fair Market Rent (FMR) or 2) the HUD-approved community-wide exception rent. The DSHS HOPWA Program uses a HUD-approved community-wide exception rent based on documented local housing costs and the housing needs of low-income PLWH in Texas. Project Sponsors use 1) 130 percent of the Small Area Fair Market Rent (SAFMR) where available, or 2) 130 percent of the FMR where not. FMRs and SAFMRs are estimates of 40<sup>th</sup> percentile gross rents for standard quality units, adjusted for each unit size, within a designated area. "Gross rent" means the unit rent plus the cost of all tenant-paid utilities, including electricity, fuel (e.g., natural gas, oil), water, sewer, and trash removal, but excluding telephone, internet, and cable services. HUD's Office of Policy Development and Research (PD&R) calculates FMRs for counties and SAFMRs for zip codes within metropolitan areas. PD&R typically publishes FMRs and SAFMRs in October of each year and makes them available [here](#). DSHS reviews its rent standards annually to ensure they correspond with PD&R's current FMRs and SAFMRs. As part of its annual review, DSHS 1) increases each FMR and SAFMR in Texas by 30 percent to establish the rent standards, 2) updates and publishes these rent standards within 90 days of the annual review, and 3) provides an effective date by which Project Sponsors must adopt these rent standards.

Further, 24 §CFR 574.320(a)(2) allows Project Sponsors to increase the rent standard by 10 percent for up to 20 percent of the units that receive rental assistance on a unit-by-unit basis (i.e., Project Sponsors may use 110 percent of the rent standard for 1 out of 5 of the combined households that receive TBRA or TSH services at any given time). Project Sponsors must collaborate with the AA to develop a Rent Standard Increase policy and tracking method before increasing the rent standard for a unit. The policy should describe the circumstances in which a Project Sponsor would increase the rent standard for a proposed unit. For example, the Project Sponsor might grant an exception to a household that needs housing located near a medical provider in the center of town where housing costs more.

When examining whether a proposed unit meets the rent standard, Project Sponsors need to know the amount of several costs, including:

- The rent requested by the owner;
- The basic utilities included in the rent paid to the owner; and
- The basic utilities paid separately in addition to the rent paid to the owner.

Project Sponsors select the household's rent standard by referring to the Occupancy Standards (see 6. Occupancy Standards above), determining the unit size the household qualifies for, and identifying the corresponding rent standard. A household may occupy a unit sized smaller or larger than specified by the Occupancy Standards, but in such instances, Project Sponsors use the rent standard for the lower of either 1) the unit size allowed by the Occupancy Standards or 2) the actual unit size. For example, if a household qualifies for a one-bedroom unit, but selects a two-bedroom unit, the Project Sponsor will use the rent standard for a one-bedroom unit. Similarly, if a household qualifies for a two-bedroom unit, but selects a one-bedroom unit, the Project Sponsor will use the rent standard for a one-bedroom unit.

The current effective rent standard always applies to the initial rent standard examination for a proposed unit. If a rent standard increases, then the higher rent standard will apply to current units at the next interim or annual rent standard reexamination. If a rent standard decreases, then the lower rent standard will not apply to current units already approved under the higher rent standard. Project Sponsors will hold harmless the households occupying such units until they move to a new unit. This will minimize the threat of housing instability for affected households during subsequent interim or annual rent standard reexaminations.

If a current household's authorized unit size changes during an interim reexamination, then the household's rent standard will depend on their new authorized unit size and the current effective rent standard at their next annual rent standard reexamination.

Per 24 §CFR 574.320 (a)(3), the gross rent of the proposed unit 1) must reasonably relate to the gross rents charged for comparable unassisted units in the private market and 2) cannot exceed the gross rents charged for comparable unassisted units owned by the same owner. Project Sponsors should not assume that the gross rent of the proposed unit meets rent reasonableness requirements if it falls within the established rent standard. A proposed unit may meet rent standard requirements but fail to meet rent reasonableness requirements. Project Sponsors 1) document for each proposed unit that the owner charged a reasonable gross rent when compared with the gross rents of other similar units in the private unassisted market and 2) verify, if applicable, that the owner charged a reasonable gross rent when compared with the gross rents of other similar units owned by the same owner. Project Sponsors compare the gross rent of the proposed unit to the average gross rent of two similar units, accounting for unit size, type, age, location, amenities, and utilities.

- *Size.* Compare to units with similar bedrooms, bathrooms, and square feet.
- *Type.* Compare to units of similar type (e.g., house, duplex, apartment, etc.).
- *Amenities.* Compare to units with similar amenities (appliances, patios, etc.).
- *Location.* Compare to units in the same or similar areas.

If the gross rent of the proposed unit exceeds the lower of the rent standard or the reasonable rent, then the Project Sponsor cannot provide TBRA services. To ensure compliance with this requirement, Project Sponsors complete [Form H: Rent Standard and Rent Reasonableness Examination](#) for each unit before TBRA services start and annual eligibility recertifications. Also, they complete Form H if household residency, composition, or rent have changed.

**NOTE:** Project Sponsors must attach comparison unit documentation and a utility schedule to Form H.

**NOTE:** Form H automatically selects a rent standard based on zip code, county, and authorized unit size. Form H returns a zip-code-level rent standard where available and a county-level rent standard where not.

**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 household's calculated monthly rent payment and the rent specified in their lease agreement. Project Sponsors make rental assistance payments directly to property owners and, in some circumstances, make payments 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 equaling the higher of 1) 30 percent of the household's monthly adjusted income as described in [24 CFR §5.611](#), 2) 10 percent of the household's monthly income, or 3) the household's monthly welfare payments from a public agency designated to meet 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 and rental assistance subsidy, Project Sponsors complete [Form I: Rental Assistance Worksheet](#) before TBRA services start and annual eligibility recertifications. Also, they complete Form I if household eligibility factors or rent have changed.

## 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 not paid by another source. Project Sponsors prorate allowances for 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 Public Housing Agencies. Project Sponsors 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 unit. In the event a household's allowance exceeds their calculated monthly rent payment, the household's adjusted rent payment will equal \$0 and the Project Sponsor will pay the difference 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 client of the amount paid to the utility vendor and maintain a copy of the notification in the household's record.

## 10. **TBRA Outcome Measures**

To measure the effectiveness of TBRA services, Project Sponsors record household status outcomes on [Form P: Service Outcome Assessment and Program Disenrollment Worksheet](#). Project Sponsors complete Form P if the household will disenroll from the program or continue to the next annual eligibility period. Additionally, Project Sponsors report household access to care outcomes; household sources of income; household sources of medical insurance and/or assistance; how long each household has received TBRA services; whether the eligible individual has ever been prescribed antiretroviral therapy (ART); and whether the eligible individual has shown an improved viral load or achieved viral suppression. Outcome categories include:

Household Status	Outcome
Continued to the next year Other HOPWA housing assistance Other non-HOPWA housing assistance Private housing Institutional arrangement expected to last more than six months	<i>Stable/Permanent Housing</i>
Institutional arrangement expected to last less than six months Transitional housing	
Temporary housing Emergency shelter Place not meant for human habitation Jail/Prison term expected to last more than six months Jail/Prison term expected to last less than six months Disconnected from care	<i>Temporarily Stable/Reduced Risk</i>
Death	
	<i>Unstable Arrangements</i>
	<i>Life Event</i>

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

### 1. **Purpose**

STRMU provides short-term rent, mortgage, and utility payments for households experiencing a financial crisis related to their HIV health condition or a change in their economic circumstances. STRMU helps prevent homelessness by enabling households to remain in their own homes. When combined with other complementary efforts, including health care, case management, benefits counseling, and employment or vocational services, STRMU can stabilize households facing homelessness.

STRMU payments alone may only offer temporary stability to an unstable living arrangement. To achieve lasting housing stability, STRMU-assisted households should devise plans that address short- and long-term housing stability goals. 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. Individualized housing plans also serve as documentation that Project Sponsors have met the requirements for ongoing assessments of housing assistance and supportive services in [24 CFR §574.500\(b\)\(2\)](#). Project Sponsors should evaluate the ongoing housing needs of STRMU-assisted households, assess their current resources, and link them to other permanent housing options as appropriate.

## **2. Eligible Costs**

### **A. Service Delivery Costs**

Generally, service delivery costs include personnel, travel, equipment, and supplies. Costs must be necessary, reasonable, allowable, documented, and allocable to STRMU. STRMU service delivery activities may include:

- i. Assessing housing status and needs
- ii. Collecting program eligibility documentation and qualifying households for services
- iii. Collecting evidence of the emergency/need for services and inability to pay housing costs
- iv. Performing initial eligibility certifications and annual and interim eligibility recertifications
- v. Referring ineligible households to other housing assistance services
- vi. Completing the File Structure Checklist and Forms A, B, C, D, E, F, G, K1, O, and P
- vii. Completing and distributing applicable VAWA materials
- viii. Collecting supporting documentation and attaching it to program forms when required or applicable
- ix. Traveling to proposed units to complete HQS inspections (if necessary)
- x. Communicating with owners and mortgage and utility companies about program requirements
- xi. Requesting, issuing, and documenting payments
- xii. Documenting housing assistance and supportive service outcomes
- xiii. Recordkeeping, logging time and effort, and maintaining case notes

### **B. Housing Assistance Costs**

STRMU pays rental, mortgage, and utility debts and dues to help prevent homelessness. STRMU can pay late fees and other penalties if, in the event of nonpayment, the household risks eviction or loss of housing. Per 24 CFR §574.330(a)(1), STRMU may assist with up to 21 weeks of accrued costs in a 52-week period. Unlike TBRA and TSH services, the amount of STRMU assistance a household receives depends on the household's assessed needs and negotiation. STRMU does not require a rent standard or rent reasonableness examination and households do not have to pay a calculated portion of their income toward their rent, mortgage, or utility costs. However, if able, households may pay a portion of their housing costs as any portion contributed by the household does not count against the 21-week STRMU limit.

## **3. Ineligible Costs**

STRMU cannot assist households that already receive rental assistance via HOPWA or another federal, state, or local housing assistance program. For example, if a household has enrolled in the Housing Choice Voucher Program (HCVP) or receives another type of rental assistance, STRMU cannot pay the household's calculated share of rent. Per statute, STRMU enables households to remain in their own homes by preventing eviction or loss of housing. Accordingly, STRMU can only assist currently housed households as an intervention to prevent homelessness. STRMU cannot assist homeless households or households moving into new housing arrangements (e.g., costs for moving services, security or utility deposits, first month's rent, etc.). Furthermore, STRMU cannot assist with the costs of household supplies; furnishings; automobile/transportation repairs; or telephone, internet, or cable services.

Additionally, STRMU cannot assist with the following mortgage costs: Support for an open line of credit or loan secured by the house; payments for property taxes, insurance premiums, or other fees paid separately after paying the first or second mortgage in full; payments towards personal loans or credit debts secured against the unit; payments for a second mortgage when the household owes payments for the first mortgage; or down-payment assistance to purchase a new unit.

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

#### **4. Establishing Additional Service Requirements**

HUD permits Project Sponsors to establish additional STRMU service requirements as a means of prioritizing benefits to those with the greatest need. HUD's Office of Fair Housing and Equal Opportunity (FHEO) must approve local preferences to ensure such practices do not discriminate or inadvertently exclude any persons by design or omission. If a Project Sponsor establishes additional service requirements, they must collaborate with their AA to develop a local program policy. Their AA must consult with DSHS and DSHS must consult with HUD before DSHS approves the policy. For example, a Project Sponsor could prioritize STRMU services to households experiencing specific types of emergencies or households with members who are unemployed, discharging from a hospital, persons with special needs, or presenting with some other specific situation .

#### **5. Housing Status**

To receive STRMU services, households must present evidence that they rent or own their home. STRMU enables renters and homeowners to remain in their current home. As such, STRMU cannot assist homeless households or households moving into new housing arrangements.

##### **A. Rent**

To receive STRMU rent 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 lease does not name the eligible individual as a tenant or occupant, then they have no legal right to reside in the unit, disqualifying them from STRMU housing assistance services. Project Sponsors may also use the following less-preferable forms of documentation as evidence of tenancy:

- i. Rental receipts, cancelled checks, copies of money orders from the household to the owner, or other documentation of the household's responsibility for making rental payments.
- ii. Late payment notices or any other written communications from the owner to the household.
- iii. If not named on the lease, written confirmation from the owner that the household legally resides in the unit.

##### **B. Mortgage**

To receive STRMU mortgage services, households must demonstrate that they own and reside in 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 or 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 whether a household can maintain mortgage payments after the period of assistance ends.

STRMU mortgage assistance includes costs for principal and interest. STRMU mortgage assistance may also include the following additional costs if included in the monthly mortgage statement and held in escrow: Property taxes; special assessments (if applicable); condo fees; and flood, fire, or other hazard insurance premiums. STRMU cannot assist with these additional costs if excluded from the monthly mortgage statement. Other forms of assistance, such as homeownership programs, may provide alternative forms of support for costs not included in the monthly mortgage statement.

STRMU mortgage assistance may include costs related to second mortgages. Generally, 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 minimize the threat of homelessness for an adequately housed household.



### C. Utilities

To receive STRMU utility services, a household must present evidence of legally residing in the private unassisted unit and a household member must have a utility account in their name. Individuals with prior utility debt or poor credit history may encounter barriers to establishing utility accounts in their name, sometimes relying on utility accounts established in someone else's name and bearing responsibility for paying the utility expenses. Project Sponsors cannot exclude such households from receiving STRMU utility assistance. Instead, Project Sponsors obtain proof of the household's responsibility for paying the utility expenses. For example, if a household uses a utility account 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 bears responsibility for paying the utility expenses.

## 6. Evidence of Need

STRMU serves households experiencing a financial crisis related to their HIV health condition or a change in their economic circumstances. The amount of STRMU assistance a household receives depends on the household's assessed needs. STRMU can only pay for costs that cannot be paid or reimbursed by other available resources. To qualify for STRMU, households must demonstrate that they lack the resources to pay their rent, mortgage, or utility costs and that they would risk homelessness without STRMU. To assess household needs, Project Sponsors need to:

- Verify how the financial crisis prevents or will prevent households from paying their housing costs;
- Verify actual housing costs using leases, default or late payment notices, utility bills, account ledgers, etc.;
- Verify that households lack other resources, such as income or savings, to address the unmet need; and
- Verify that STRMU services will prevent eviction, foreclosure, or shutoff.

Project Sponsors should establish a reasonable basis to verify and quantify the need for STRMU services. Examples include:

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

**NOTE:** This is a non-exhaustive list.

While Project Sponsors may use default or late payment notices to demonstrate housing need, STRMU services do not require such documentation. Other ways to verify need and amounts owed include documenting rent, mortgage, or utility payments due and calling the owner, lender, or utility company before they issue default or late payment notices, which could potentially help avoid or reduce late fees.

**NOTE:** Each request for STRMU services requires adequate justification.



## 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 means a specific dollar limit and the time cap means a specific alternate number of days. Project Sponsors must collaborate with their 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, their AA must approve it and it must comply with the 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 a cap, the total STRMU assistance provided to a household cannot exceed the cap. If a household reaches a cap, the assistance attributes to the entire 21-week limit. The 21-week limit always supersedes an established cap.

## 8. **STRMU 52-Week Period**

Per 24 CFR §574.330(a)(1), STRMU may assist with up to 21 weeks of accrued costs in a 52-week period. Therefore, Project Sponsors must examine the time periods associated with rent, mortgage, and utility costs to assure that STRMU assistance does not exceed this limit. Project Sponsors use [Form K1: STRMU Tracking Worksheet](#) to assign a unique 52-week period to each STRMU-assisted household based on the time periods paid by STRMU. Using this method, the 52-week period begins on the first day of accrued costs paid by STRMU. At the end of this 52-week period, the next 52-week period may begin for that household. For example, the 52-week 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 the same household receives STRMU utility assistance for utility arrears accrued prior to April 1, the eligible STRMU period would begin on the earliest utility metering period date that the assistance covers.

## 9. **STRMU 147-Day Tracking**

The DSHS HOPWA Program uses a 147-day tracking methodology, which converts the 21-week limit to 147 calendar days and counts the unduplicated days of accrued costs paid by STRMU. Project Sponsors use [Form K1: STRMU Tracking Worksheet](#) to comply with this methodology. STRMU may assist with up to 147 days of accrued costs in a 52-week period. 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 attributes to the entire 147-day limit. The 147-day limit always supersedes an established cap.

### A. **Example 1**

A household's utility bill metering period started on April 5 and ended on May 4 (30 days). If a Project Sponsor pays the whole utility bill, the Project Sponsor counts this as 30 days of assistance.

### B. **Example 2**

Using the example above, if a Project Sponsor pays a portion of the utility bill, the Project Sponsor only counts the days paid by STRMU. For example, say the bill equals \$148.00, and the household and Project Sponsor will pay \$48.00 and \$100.00 respectively. 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 payment counts as 21 days of assistance.

**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 do not manually split utility metering periods between two months. The form automatically counts the unduplicated days of accrued costs paid by STRMU and sorts them to the correct months.

**NOTE:** For debts, Project Sponsors obtain a ledger from the owner/lender/utility vendor to correctly attribute debts to the correct months.

## 10. **Amount of Assistance**

Although STRMU does not require households to pay a portion of their housing costs, assistance must not relieve households of their responsibility to make housing payments. If a household can pay some of their rent, mortgage, and/or utility costs, Project Sponsors may negotiate an appropriate household contribution. Such determinations limit STRMU assistance to the difference between the amounts due and the amounts the

household can pay. Project Sponsors should document any contributions made by a household towards their rent, mortgage, and/or utility costs. This ensures full payment of the amounts due and avoids partial payments that may lead to evictions, defaults, or utility cut-offs.

For example, say a household's April rent (30 days) equals \$800.00, and the household and Project Sponsor will pay \$200.00 and \$600.00 respectively. For 147-day tracking, the Project Sponsor only counts the days paid by STRMU. With rounding, this payment counts as 23 days of assistance. The household's contribution does not count against the 147-day limit. If the household needs further assistance in the same 52-week period, they will have more time remaining in their 147-day limit than if they had not contributed towards their rent.

## 11. STRMU Outcome Measures

To measure the effectiveness of STRMU services, Project Sponsors record household status outcomes on [Form P: Service Outcome Assessment and Program Disenrollment Worksheet](#). Project Sponsors complete Form P if the household will disenroll from the program or continue to the next annual eligibility period. Additionally, Project Sponsors report household access to care outcomes; household sources of income; household sources of medical insurance and/or assistance; and each household's STRMU history. Outcome categories include:

Household Status	Outcome
Continued to the next year Other HOPWA housing assistance Other non-HOPWA housing assistance Private housing Institutional arrangement expected to last more than six months	<i>Stable/Permanent Housing</i>
Institutional arrangement expected to last less than six months Likely to need additional STRMU to maintain current housing arrangements Transitional housing	<i>Temporarily Stable/Reduced Risk</i>
Temporary housing Emergency shelter Place not meant for human habitation Jail/Prison term expected to last more than six months Jail/Prison term expected to last less than six months Disconnected from care	<i>Unstable Arrangements</i>
Death	<i>Life Event</i>

## 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 comprises 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 provide for term- or service- limited residency. STSH facilities provide temporary shelters to households experiencing homelessness as a bridge to permanent housing. TSH facilities allows households an opportunity to prepare for permanent housing and develop individualized housing plans that culminate in 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 must have expertise in program and property management and capacity to deliver complex supportive housing services.

Depending on the program design, sub-activity, and facility, expenditures may include Operating, Leasing, Project-Based Rental Assistance, and Master-Leasing costs. The diagram below depicts allowable expenditures by sub-activity.

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 planning to provide FBHA must submit the following supportive services certifications to their AA:

- i. *Services.* A certification that the Project Sponsor or a service provider will provide supportive services as required by 24 CFR §574.310(a);
- ii. *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;
- iii. *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 must collaborate with their 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. AAs must consult with DSHS and DSHS must consult with HUD before DSHS approves the proposal.

## 3. FBHA Outcome Measures

To measure the effectiveness of FBHA services (both STSH and TSH), Project Sponsors record household status outcomes on [Form P: Service Outcome Assessment and Program Disenrollment Worksheet](#). Project Sponsors complete Form P if the household will disenroll from the program or continue to the next annual eligibility period. Additionally, Project Sponsors report household access to care outcomes; household sources of income; household sources of medical insurance and/or assistance; and how long each household has received FBHA services. Outcome categories include:

Household Status	Outcome
Continued to the next year Other HOPWA housing assistance Other non-HOPWA housing assistance Private housing Institutional arrangement expected to last more than six months	<i>Stable/Permanent Housing</i>
Institutional arrangement expected to last less than six months Transitional housing	<i>Temporarily Stable/Reduced Risk</i>
Temporary housing Emergency shelter Place not meant for human habitation Jail/Prison term expected to last more than six months Jail/Prison term expected to last less than six months Disconnected from care	<i>Unstable Arrangements</i>
Death	<i>Life Event</i>

## Short-Term Supportive Housing (STSH) Services

### 1. Purpose

STSH provides temporary shelter for households experiencing homelessness. Services allow households to develop individualized housing plans that address both short- and long-term needs and culminate in permanent housing. Per 24 CFR §574.330(c), Project Sponsors must, to the maximum extent practicable, provide each STSH-assisted household an opportunity for placement in permanent housing or housing appropriate to their assessed needs. Project Sponsors assess each households' housing needs, develop an individualized housing and service plan, and consider using PHP and rental assistance or other affordable housing programs to promote housing stability. STSH services might not result in permanent housing arrangements and service outcomes might not fit into simple categories. While households might not achieve full housing stability or 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

#### A. **Service Delivery Costs**

Generally, service delivery costs include personnel, travel, equipment, and supplies. Costs must be necessary, reasonable, allowable, documented, and allocable to STSH. STSH service delivery activities may include:

- i. Assessing housing status and needs
- ii. Collecting program eligibility documentation and qualifying households for services
- iii. Performing initial eligibility certifications and annual and interim eligibility recertifications
- iv. Referring ineligible households to other housing assistance services
- v. Completing the File Structure Checklist and Forms A, B, C, D, E, F, G, K2, O, and P
- vi. Completing and distributing applicable VAWA materials
- vii. Collecting supporting documentation and attaching it to program forms when required or applicable
- viii. Traveling to proposed units to complete HQS inspections
- ix. Communicating with temporary shelter vendors about program requirements
- x. Requesting, issuing, and documenting payments
- xi. Documenting housing assistance and supportive service outcomes
- xii. Recordkeeping, logging time and effort, and maintaining case notes

#### B. **Housing Assistance 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 or bed-rate basis. Alternatively, STSH also pays for the necessary minimum costs of hotel or motel stays when households cannot access appropriate temporary shelters or they have identified subsequent rental housing not immediately available for move-in. In this context,

necessary minimum costs means those that a household must pay to access and occupy a temporary shelter. Per 24 CFR §574.330(a)(1), STSH may provide residence to a household for up to 60 days of accrued costs in a six-month period. Unlike TBRA and TSH services, the amount of STSH assistance a household receives depends on the household's assessed needs and negotiation. STSH does not require a rent standard or rent reasonableness examination and households do not have to pay a calculated portion of their income toward the use of the facility. However, if able, households may pay a portion of their necessary minimum costs as any portion contributed by the household does not count against the 60-day STSH limit. STSH pays operating or leasing costs, including payments to independent temporary shelter vendors.

- i. **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. Optionally, Project Sponsors may levy an occupancy charge and collect any household payments (program income). Operating costs include interior and exterior maintenance (for example, repairing and cleaning a unit when an assisted household vacates it), security measures, insurance, utilities for the facility and units, furnishings for the facility and units (that remain in the unit when an assisted household vacates it), salary and fringe (for staff directly related to the facility, such as property managers, front desk managers, house managers, etc., but not for staff delivering Supportive Services, such as housing case managers), equipment, supplies, and other incidental costs (for example, certain legal costs). [Maintenance](#) costs mean protective or preventative measures to keep a facility, its systems, and its grounds in working order; or repair or replacement of appliances or objects not affixed to or part of the building. If a Project Sponsor leases a facility, STSH limits operating costs to those not covered by the owner in the rental agreement.
- ii. **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. Optionally, Project Sponsors may levy an occupancy charge and collect any household payments (program income). Project Sponsors cannot 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. Leasing costs also include payments to independent temporary shelter vendors (i.e., payments to facilities a Project Sponsor does not own or lease).

### **3. Ineligible Costs**

While not an exhaustive list, STSH cannot provide long-term or continuous assistance in temporary shelters. STSH cannot pay rental, mortgage, or utility debts and dues. STSH cannot pay late or reconnect fees. While STSH cannot pay initial move-in costs (e.g., application and administrative fees, security and utility deposits, etc.), Project Sponsors can pay such costs using PHP. STSH cannot pay for any costs beyond those necessary to accessing and occupying a temporary shelter (e.g., hotel room service).

### **4. Establishing Additional Service Requirements**

HUD permits Project Sponsors to establish additional STSH service requirements as a means of prioritizing benefits to those with the greatest need. HUD's Office of Fair Housing and Equal Opportunity (FHEO) must approve local preferences to ensure such practices do not discriminate or inadvertently exclude any persons by design or omission. If a Project Sponsor establishes additional service requirements, they must collaborate with their AA to develop a local program policy. Their AA must consult with DSHS and DSHS must consult with HUD before DSHS approves the policy. For example, a Project Sponsor could prioritize STSH services to households experiencing specific types of emergencies or households with members who are unemployed, discharging from a hospital, persons 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 aged 18 years old or older complete and sign [Form B: Self-Declaration of Residency](#), indicate they do not have a fixed address, and select their homeless category. STSH provides temporary shelter for households experiencing homelessness. As such, STSH cannot assist households that already have housing.

## 6. **Facility Requirements**

Per 24 CFR §574.330(b)(1), STSH facilities cannot 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 means a specific dollar limit and the time cap means a specific alternate number of nights. Project Sponsors must collaborate with their 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, their AA must approve it and it must comply with the 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 cap, the total STSH assistance provided to a household cannot exceed the cap. If a household reaches a cap, the assistance attributes to the entire 60-day limit. The 60-day limit always supersedes an established cap.

## 8. **STSH Six-Month Period**

Per 24 CFR §574.330(a)(1), STSH may provide residence to a household for up to 60 days of accrued costs in a six-month period. Project Sponsors must examine the time periods associated with temporary shelter costs to assure that STSH assistance does not exceed this limit. Project Sponsors use [Form K2: STSH Tracking Worksheet](#) to assign a unique six-month period to each STSH-assisted household based on the time periods paid by STSH. Using this method, the six-month period begins on the first day of accrued costs paid by STSH. At the end of this six-month period, the next six-month period may begin for that household. For example, the six-month period for a household that receives 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, which counts the nights of accrued costs paid by STSH. Project Sponsors use [Form K2: STSH Tracking Worksheet](#) to comply with this methodology. STSH may provide residence to a household for up to 60 days of accrued costs in a six-month period. 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 attributes to the entire 60-night period. The 60-night limit always supersedes an established cap.

### A. **Example 1**

A household's check-in/check-out dates for a motel stay ranged from September 3 to October 14 (41 nights). If a Project Sponsor pays the whole cost, the Project Sponsor counts this as 41 nights of assistance.

### B. **Example 2**

Using the example above, if a Project Sponsor pays a portion of the cost, the Project Sponsor only counts the nights paid by STSH. For example, say the cost equals \$2,583.65 and the household and Project Sponsor will pay \$608.65 and \$1,975.00 respectively. 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 payment counts as 32 nights of assistance.

**NOTE:** STSH does not require households to pay a portion of their temporary shelter costs and it does not require Project Sponsors to levy occupancy charges.



## 10. Amount of Assistance

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

For example, say a household's motel stay (7 nights) equals \$511.68, and the household and Project Sponsor will pay \$90.00 and \$421.68 respectively. For 60-night tracking, the Project Sponsor only counts the nights paid by STSH. With rounding, this payment counts as 6 nights of assistance. The household's contribution does not count against the 60-night limit. If the household needs further assistance in the same six-month period, they will have more time remaining in their 60-night limit than if they had not contributed toward their temporary shelter cost.

## Transitional Supportive Housing (TSH) Services

### 1. Purpose

TSH provides up to 24 cumulative months of non-portable facility-based rental assistance to households that are homeless or at risk of homelessness, including assistance for shared housing arrangements. Services allow households to prepare for permanent housing and develop individualized housing plans that culminate in permanent housing. TSH affords interim service-enriched residential settings to households until they transition to TBRA services or enroll in the Housing Choice Voucher Program (HCVP) or other affordable housing programs. Unlike TBRA, services link to a specific unit or building. If a household moves out of their unit, they cannot transfer their assistance to another unit. TSH households that fail to apply for the HCVP 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

#### A. Service Delivery Costs

Generally, service delivery costs include personnel, travel, equipment, and supplies. Costs must be necessary, reasonable, allowable, documented, and allocable to TSH. TSH service delivery activities may include:

- i. Assessing housing status and needs
- ii. Collecting program eligibility documentation and qualifying households for services
- iii. Performing initial eligibility certifications and annual and interim eligibility recertifications
- iv. Referring ineligible households to other housing assistance services
- v. Completing the File Structure Checklist and Forms A, B, C, D, E, F, G, H, I, J, O, and P
- vi. Completing and distributing applicable VAWA materials
- vii. Collecting supporting documentation and attaching it to program forms when required or applicable
- viii. Traveling to proposed units to complete HQS inspections
- ix. Communicating with owners and utility companies about program requirements
- x. Reviewing prospective leases to ensure that they include and exclude certain provisions
- xi. Requesting, issuing, and documenting payments
- xii. Documenting housing assistance and supportive service outcomes
- xiii. Recordkeeping, logging time and effort, and maintaining case notes

#### B. Housing Assistance Costs

TSH only pays current rental costs and cannot pay more or less than a household's calculated monthly rental assistance subsidy (see 8. Calculating Monthly Household and Project Sponsor Rent Payments). In some circumstances, TSH reimburses a household's monthly utility costs (see 9. Utility Allowances and Reimbursements below). In shared housing arrangements, where two or more unrelated households



voluntarily live together in a unit and divide rental costs, Project Sponsors prorate rental assistance for the portion of the unit occupied by the participant household.

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

- i. *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. Project Sponsors that collect PBRA subsidies cannot also bill for facility operating costs.
- ii. *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 cannot 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. Project Sponsors that collect master-leasing subsidies cannot also bill for facility leasing costs.
- iii. *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 interior and exterior maintenance (for example, repairing and cleaning a unit when an assisted household vacates it), security measures, insurance, utilities for the facility and units, furnishings for the facility and units (that remain in the unit when an assisted household vacates it), salary and fringe (for staff directly related to the facility, such as property managers, front desk managers, house managers, etc., but not for staff delivering Supportive Services, such as housing case managers), equipment, supplies, and other incidental costs (for example, certain legal costs). [Maintenance](#) costs mean protective or preventative measures to keep a facility, its systems, and its grounds in working order; or repair or replacement of appliances or objects not affixed to or part of the building. If a Project Sponsor leases a facility, TSH limits operating costs to those 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 more or less than a household's calculated monthly rental assistance subsidy (see 2. Eligible Costs above). While TSH cannot pay initial move-in costs (e.g., application and administrative fees, security and utility deposits, etc.), Project Sponsors can pay such costs using PHP.

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

### 4. Establishing Additional Service Requirements

HUD permits Project Sponsors to establish additional TSH service requirements as a means of prioritizing benefits to those with the greatest need. HUD's Office of Fair Housing and Equal Opportunity (FHEO) must approve local preferences to ensure such practices do not discriminate or inadvertently exclude any persons by design or omission. If a Project Sponsor establishes additional service requirements, they must collaborate with their AA to develop a local program policy. Their AA must consult with DSHS and DSHS must consult with HUD before DSHS approves the policy. For example, a Project Sponsor could prioritize 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 cap on the number of months households can receive TSH services. Or a Project Sponsor could prioritize TSH services to waitlisted households or households with members who are unemployed, discharging from a hospital, persons 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 aged 18 years old or older complete and sign [Form B: Self-Declaration of Residency](#), they do not have a fixed address, and select their homeless category. To receive TSH services, households must present evidence of current or imminent 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 lease does not name the eligible individual as a tenant or occupant, then they have no legal right to reside in the unit, disqualifying them from TSH housing assistance services (see Appendix I: Tenant Lease Provisions for additional guidance about lease components).

### B. **Utilities**

If a TSH-assisted household qualifies for a utility reimbursement, then the Project Sponsor pays this amount 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 a utility account in their name. Individuals with prior utility debt or poor credit history may encounter barriers to establishing utility accounts in their name, sometimes relying on utility accounts established in someone else's name and bearing responsibility for paying the utility expenses. Project Sponsors cannot exclude such households from receiving utility reimbursements. Instead, Project Sponsors obtain proof of the household's responsibility for paying the utility expenses. For example, if a household uses a utility account 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 bears responsibility for paying the utility expenses.

## 6. **Occupancy Standards**

TSH Occupancy Standards provide for the smallest unit size (i.e., number of bedrooms) a household needs without overcrowding. They also establish guidelines for selecting a rent standard (see 7. Rent Standard and Rent Reasonableness below). Project Sponsors determine the unit size a household needs based on household size and composition. Project Sponsors apply unit size determinations in a uniform, consistent, and non-discriminatory manner for all households of like size and composition. A bedroom must meet applicable Housing Quality Standards (HQS) (see Section 10. Housing Quality Standards) and provide a private area where household members may sleep. If entering an area necessitates passing through another room, then the space may count as a living/sleeping area, but not a bedroom. The living room may count as a living/sleeping area, but not a bedroom. Kitchens and bathrooms cannot count as living/sleeping areas or bedrooms. When determining an appropriate unit size, Project Sponsors:

- A. Provide for the smallest number of bedrooms a household needs without overcrowding.
- B. Comply with space requirements under HQS.
- C. Include children temporarily away from the home because of placement in foster care.
- D. Treat a household consisting of only one pregnant person as a two-person household.
- E. Permit small children (less than two years of age) to share a one-bedroom with a single parent.
- F. Count any live-in aide (approved by the Project Sponsor to reside in the unit).
- G. Allow elderly or disabled household members to occupy separate bedrooms.

Project Sponsors may grant an exception to the occupancy standards if justified by the age, sex, health, disability, or relationship of household members or other personal circumstances. Project Sponsors must document such exceptions in the household's record. 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 Using the Living Room 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
6	10	12	14

## 7. Rent Standard and Rent Reasonableness

HOPWA grantees that authorize rental assistance activities must have rent standards, which set limits for housing costs for each unit size, from efficiencies to six-bedroom units. Rent standards should allow eligible households a reasonable selection of decent, safe, and sanitary units in a range of neighborhoods. As the grantee, DSHS must establish these rent standards, and any Project Sponsor using DSHS HOPWA Program funds to provide rental assistance must adopt them. Low rent standards make it difficult for households to find acceptable units in neighborhoods close to medical care, transportation, employment, schools, and other resources. High rent standards can limit the number of households Project Sponsors serve given finite funding.

Per 24 CFR §574.320(a)(2), the rent standard cannot exceed 1) the published Fair Market Rent (FMR) or 2) the HUD-approved community-wide exception rent. The DSHS HOPWA Program uses a HUD-approved community-wide exception rent based on documented local housing costs and the housing needs of low-income PLWH in Texas. Project Sponsors use 1) 130 percent of the Small Area Fair Market Rent (SAFMR) where available, or 2) 130 percent of the FMR where not. FMRs and SAFMRs are estimates of 40<sup>th</sup> percentile gross rents for standard quality units, adjusted for each unit size, within a designated area. “Gross rent” means the unit rent plus the cost of all tenant-paid utilities, including electricity, fuel (e.g., natural gas, oil), water, sewer, and trash removal, but excluding telephone, internet, and cable services. HUD’s Office of Policy Development and Research (PD&R) calculates FMRs for counties and SAFMRs for zip codes within metropolitan areas. PD&R typically publishes FMRs and SAFMRs in October of each year and makes them available [here](#). DSHS reviews its rent standards annually to ensure they correspond with PD&R’s current FMRs and SAFMRs. As part of its annual review, DSHS 1) increases each FMR and SAFMR in Texas by 30 percent to establish the rent standards, 2) updates and publishes these rent standards within 90 days of the annual review, and 3) provides an effective date by which Project Sponsors must adopt these rent standards.

Further, 24 §CFR 574.320(a)(2) allows Project Sponsors to increase the rent standard by 10 percent for up to 20 percent of the units that receive rental assistance on a unit-by-unit basis (i.e., Project Sponsors may use 110 percent of the rent standard for 1 out of 5 of the combined households that receive TBRA or TSH services at any given time). Project Sponsors must collaborate with their AA to develop a Rent Standard Increase policy and tracking method before increasing the rent standard for a unit. The policy should describe the circumstances in which a Project Sponsor would increase the rent standard for a proposed unit. For example, the Project Sponsor might grant an exception to a household that needs housing located near a medical provider in the center of town where housing costs more.

When examining whether a proposed unit meets the rent standard, Project Sponsors need to know the amount of several costs, including:

- The rent requested by the owner;
- The basic utilities included in the rent paid to the owner; and
- The basic utilities paid separately in addition to the rent paid to the owner.

Project Sponsors select the household’s rent standard by referring to the Occupancy Standards (see 6. Occupancy Standards above), determining the unit size the household qualifies for, and identifying the corresponding rent standard. A household may occupy a unit sized smaller or larger than specified by the

Occupancy Standards, but in such instances, Project Sponsors use the rent standard for the lower of either 1) the unit size allowed by the Occupancy Standards or 2) the actual unit size. For example, if a household qualifies for a one-bedroom unit, but selects a two-bedroom unit, the Project Sponsor will use the rent standard for a one-bedroom unit. Similarly, if a household qualifies for a two-bedroom unit, but selects a one-bedroom unit, the Project Sponsor will use the rent standard for a one-bedroom unit.

The current effective rent standard always applies to the initial rent standard examination for a proposed unit. If a rent standard increases, then the higher rent standard will apply to current units at the next interim or annual rent standard reexamination. If a rent standard decreases, then the lower rent standard will not apply to current units already approved under the higher rent standard. Project Sponsors will hold harmless the households occupying such units until they move to a new unit. This will minimize the threat of housing instability for affected households during subsequent interim or annual rent standard reexaminations.

If a current household's authorized unit size changes during an interim reexamination, then the household's rent standard will depend on their new authorized unit size and the current effective rent standard at the next annual rent standard reexamination.

Per 24 §CFR 574.320 (a)(3), the gross rent of the proposed unit 1) must reasonably relate to the gross rents charged for comparable unassisted units in the private market and 2) cannot exceed the gross rents charged for comparable unassisted units owned by the same owner. Project Sponsors should not assume that the gross rent of the proposed unit meets rent reasonableness requirements if it falls within the established rent standard. A proposed unit may meet rent standard requirements but fail to meet rent reasonableness requirements. Project Sponsors 1) document for each proposed unit that the owner charged a reasonable gross rent when compared with the gross rents of other similar units in the private unassisted market and 2) verify, if applicable, that the owner charged a reasonable gross rent when compared with the gross rents of other similar units owned by the same owner. Project Sponsors compare the gross rent of the proposed unit to the average gross rent of two similar units, accounting for unit size, type, age, location, amenities, and utilities.

- *Size.* Compare to units with similar bedrooms, bathrooms, and square feet.
- *Type.* Compare to units of similar type (e.g., house, duplex, apartment, etc.).
- *Amenities.* Compare to units with similar amenities (appliances, patios, etc.).
- *Location.* Compare to units in the same or similar areas.

If the gross rent of the proposed unit exceeds the lower of the rent standard or the reasonable rent, then the Project Sponsor cannot provide TSH services. To ensure compliance with this requirement, Project Sponsors complete [Form H: Rent Standard and Rent Reasonableness Examination](#) for each unit before TSH services start and annual eligibility recertifications. Also, they complete Form H if household residency, composition, or rent have changed.

**NOTE:** Project Sponsors must attach comparison unit documentation and a utility schedule to Form H.

**NOTE:** Form H automatically selects a rent standard based on zip code, county, and authorized unit size. Form H returns a zip-code-level rent standard where available and a county-level rent standard where not.

**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 household's calculated monthly rent payment and the rent specified in their lease agreement. Project Sponsors collect rental assistance subsidies and, in some 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 equaling the higher of 1) 30 percent of the household's monthly adjusted income as described in [24 CFR §5.611](#), 2) 10 percent of the household's monthly income, or 3) the household's monthly welfare payments from a public agency designated to meet 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 and rental assistance subsidy, Project Sponsors complete [Form I: Rental Assistance Worksheet](#) before TSH

services start and annual eligibility recertifications. Also, they complete Form I if household eligibility factors or rent have changed.

## **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 not paid by another source. Project Sponsors prorate allowances for 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 Public Housing Agencies. Project Sponsors 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 unit. In the event a household's allowance exceeds their calculated monthly rent payment, the household's adjusted rent payment will equal \$0 and the Project Sponsor will pay the difference 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 client of the amount paid to the utility vendor and maintain a copy of the notification in the household's record.

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

### **1. Purpose**

Per 24 CFR §574.300(b)(7), PHP helps households access, secure, and establish a permanent residence, maintained either on their own or with the help of ongoing rental assistance. Project Sponsors can use PHP as a standalone service or in conjunction with other HOPWA or non-HOPWA housing assistance services.

### **2. Eligible Costs**

#### **A. Service Delivery Costs**

Generally, service delivery costs include personnel, travel, equipment, and supplies. Costs must be necessary, reasonable, allowable, documented, and allocable to PHP. PHP service delivery activities may include:

- i. Assessing housing status and needs
- ii. Collecting program eligibility documentation and qualifying households for PHP services
- iii. Performing initial eligibility certifications and annual and interim eligibility recertifications
- iv. Referring ineligible households to other housing assistance services
- v. Completing the File Structure Checklist and Forms A, B, C, D, E, F, G, L, O, and P
- vi. Completing and distributing applicable VAWA materials
- vii. Collecting supporting documentation and attaching it to program forms when required or applicable
- viii. Traveling to proposed units to complete HQS inspections (if necessary)
- ix. Communicating with owners and utility companies about program requirements
- x. Providing tenant counseling
- xi. Assisting households with unit searches and securing rental units that meet program requirements
- xii. Helping households understand leases, establish utility services, and make moving arrangements
- xiii. Mediating tenant and/or owner issues that may arise while placing households in new units
- xiv. Requesting, issuing, and documenting payments
- xv. Documenting housing assistance and supportive service outcomes
- xvi. Recordkeeping, logging time and effort, and maintaining case notes

#### **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 the household will not receive ongoing rental assistance, whether via HOPWA or another program); and security deposits required for lease approval and occupancy. PHP can also assist with



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. Project Sponsors must document that a household cannot secure a new unit or establish utility services without paying such arrears. 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. The PHP two-month rent cap applies to assistance for rental costs (including the security deposit). The cap does not apply to assistance for non-rental costs, such as fees, inquiries, and insurance. Also, the cap does not apply to assistance for utility deposits, utility hookup fees, and utility arrears.

### **3. Ineligible Costs**

While not an exhaustive list, PHP cannot pay for housing supplies, furniture, or appliances; smoke and carbon monoxide detectors (owners provide and maintain smoke and carbon monoxide detectors for renters; Project Sponsors may use local fire programs or hardware store donations to provide smoke and carbon monoxide detectors for mortgagors); minor repairs to the unit associated with the move-in; and other incidental costs for occupancy of the housing unit. While PHP cannot pay for these costs, Project Sponsors may use leveraged funds or donations to address other related needs or 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 the household will receive ongoing rental assistance, whether via HOPWA or another program. PHP cannot pay for the cost of the first utility metering period (i.e., PHP can assist with costs for utility deposits and service activation, not service consumption). Also, Project Sponsors cannot 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 while 2) averting a negative impact to the household's rental history.

### **4. Housing Status**

Households can be housed or homeless. PHP helps both housed and homeless households access, secure, and establish a permanent residence, maintained either on their own or with the help of ongoing rental assistance. Generally, owners/representatives will not execute lease agreements with households that have not paid initial move-in costs in advance. Project Sponsors provide [Form L: PHP Intent to Lease Worksheet](#) to owners/representatives of the property. Form L serves as a supporting document verifying initial move-in costs and the owner's/representative's intent to lease the proposed unit to the household, allowing the Project Sponsor to issue a payment to the owner. Project Sponsors do not issue Form L to utility vendors.

**NOTE:** Supporting documentation for a utility deposit can include the first utility bill the household receives from a utility vendor if the bill includes the amount required for the deposit.

### **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, they must return it to the Project Sponsor (see Appendix C: Permanent Housing Placement Accounting Guidelines). Project Sponsors 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 their AA to develop a system of tracking all security and utility deposits made and returned and maintain accounting records for returned deposits. Project Sponsors report returned deposits 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 their AA. Their AA will submit the application to [hivstdreport.tech@dshs.texas.gov](mailto:hivstdreport.tech@dshs.texas.gov) on behalf of Project Sponsors for approval;
- B.** Obtain accounting technical assistance from the DSHS Fiscal Support and Oversight (FSO) Unit;
- 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 their AA. Their AA will submit the data sheet to [hivstdreport.tech@dshs.texas.gov](mailto:hivstdreport.tech@dshs.texas.gov) on behalf of Project Sponsors for approval.

## 7. **PHP Outcome Measures**

To measure the effectiveness of PHP services, Project Sponsors record household status outcomes on **Form P: Service Outcome Assessment and Program Disenrollment Worksheet**. Project Sponsors complete Form P if the household will disenroll from the program or continue to the next annual eligibility period. Additionally, Project Sponsors report household access to care outcomes; household sources of income; and household sources of medical insurance and/or assistance. Outcome categories include:

Household Status	Outcome
Other HOPWA housing assistance Other non-HOPWA housing assistance Private housing without housing assistance	<i>Stable/Permanent Housing</i>

## Housing Case Management (HCM) Services

### 1. **Purpose**

Per 24 CFR §574.300, Supportive Services include 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 Project Sponsors may only provide health services to persons living with HIV and not to other household members. Project Sponsors may provide Supportive Services in conjunction with HOPWA housing assistance services (TBRA, STRMU, FBHA, and PHP) or as a standalone service (Supportive Services Only). The DSHS HOPWA Program currently limits the use of Supportive Service funds to Housing Case Management (HCM).

As described in 24 CFR §574.500(b), Project Sponsors must conduct ongoing assessments of the housing assistance and supportive services required by participant households and must make available adequate supportive services to these households. At their discretion, Project Sponsors may provide HOPWA-funded or leveraged supportive services directly and connect participant households with other supportive services available in the community.

Per HUD's [HOPWA Rental Assistance Guidebook](#) (pages 36 – 37), HCM plays a vital role in HOPWA Supportive Services and effective implementation of HCM can contribute to successful program outcomes for housing stability and access to care. "Housing case management" primarily centers around matters related to housing issues, including housing options, stability, and goals. The core functions of HCM should include engagement, assessment, goal-setting, service coordination, and discharge planning. All Project Sponsors should make HCM available to households and 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 on the household's assessed level of need.

### 2. **Eligible Costs**

Generally, HCM costs include personnel, travel, equipment, and supplies. Costs must be necessary, reasonable, allowable, documented, and allocable to HCM. HCM service delivery activities may include:

- A. Assessing housing status, primary housing barriers, and other needs
- B. Collecting program eligibility documentation and qualifying households for services
- C. Performing initial eligibility certifications and annual and interim eligibility recertifications
- D. Referring ineligible households to other supportive services
- E. Completing the File Structure Checklist and Forms A, B, C, D, E, F, M, N, O, and P
- F. Completing and distributing applicable VAWA materials
- G. Traveling to meet with households
- H. Communicating with owners and mortgage and utility companies about program requirements
- I. Assessing an eligible individual's need for medical care



- J. Coordinating referrals and services for housing, medical care, and other mainstream benefits
- K. Budgeting with households and assessing options to increase income/decrease expenses
- L. Developing, implementing, and maintaining individualized housing plans with regular updates
- M. Evaluating and reevaluating progress made toward housing plan goals and tasks
- N. Case-conferencing
- O. Documenting housing assistance and supportive service outcomes
- P. Recordkeeping, logging time and effort, and maintaining case notes

Project Sponsors may leverage housing case management costs using an alternate funding source (e.g., Ryan White Housing Services). HCM should 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, HCM cannot pay for costs eligible under TBRA, STRMU, FBHA, or PHP. HCM cannot pay for general psychosocial or medical case management activities.

### 4. **Housing Status**

Households can be housed or homeless.

### 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 complete [Form M: Budget Worksheet](#) and complete [Form N: Housing Plan](#) with each participant household. 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. Individualized housing plans should note the responsible parties for specific tasks or interventions based on the needs of the household. The goals within these plans should include the following components:

- A clear statement of each goal the household intends to achieve.
- Action steps designed to achieve each goal.
- A specified timeframe for completing each action step.
- Assignment of action steps to the household or the housing case manager.
- Status updates for each action step.

**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 ongoing 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.

A household's housing plan should have goals, prioritized tasks, target dates, and clear intent. Plans evolve with changing circumstances and households may need to update or revise their plans so they reflect current goals and tasks. Project Sponsors should only provide housing assistance to households that adhere to their plans. Housing case managers follow up with clients to monitor their progress and needs. If a household does not adhere to their housing plan or DSHS HOPWA Program rules, or if a Project Sponsor has reason to believe the household has committed fraud or inappropriately used program services, the Project Sponsor may terminate the household from the program per their termination policies and procedures see (Section 16. Termination).

Households and Project Sponsors should base budgets on actual income and expenditures so they can better understand household spending patterns. For example, a budget might 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 relates to poor money management practices, such as the use of credit cards or cash for non-essential items or entertainment activities). Households can also use Form M to plan and prioritize future expenditures in the interest of promoting financial stability.

## **6. HCM Outcome Measures**

HCM services do not currently have outcome measures.

## **Housing Information Services (HIS)**

### **1. Purpose**

Per 24 CFR §574.300, Housing Information Services (HIS) 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 based on race, color, religion, sex (including gender identity and sexual orientation), age, national origin, familial status, or disability. Housing counseling, as defined in 24 CFR §5.100, funded by HOPWA or provided in connection with HOPWA services must adhere to 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 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. Therefore, such activities do not need to comply with 24 CFR §5.111.

### **2. Eligible Costs**

Generally, eligible costs include personnel, travel, equipment, supplies, and contracts for goods and services. Costs must be necessary, reasonable, allowable, documented, and allocable to HIS. HIS service delivery activities may include:

- 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, cannot pay for the following costs: General psychosocial, medical, or housing case management activities; 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 HIS may bear a resemblance to those under HCM and PHP, HIS, by comparison, should be brief, limited in scope, and require little to no follow-up on household goals and tasks. Project

Sponsors planning to provide HIS should collaborate with their AA to develop policies and procedures that clearly differentiate the functions of HIS, HCM, 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 HIS:

##### **A. Exceptions to Program Eligibility Criteria**

Per 24 CFR §574.3, PLWH and their households may receive HIS regardless of whether their annual 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 live with HIV.

##### **B. Exceptions to Eligibility Confirmation and Documentation Requirements**

Project Sponsors do not need to obtain proof of income and current residency for all household members aged 18 years old or older to deliver HIS 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 activity provides generalized or individualized services.

- i. *Proof of HIV Seropositivity for Generalized HIS.* 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 lives with HIV or 2) the declarant's household includes a PLWH. Self-declarations may be named or anonymous and do not require signatures, ensuring minimal barriers to accessing generalized services.
- ii. *Proof of HIV Seropositivity for Individualized HIS.* 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 do not need to obtain proof of household income or residency for HIS, 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 do not need to use DSHS HOPWA Program Forms to deliver HIS to PLWH and their households. Instead, Project Sponsors must develop policies and/or procedures and program forms and/or tools unique to their HIS 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 providing generalized housing information and referral services must establish a low-barrier protocol for self-declaration of HIV seropositivity. This ensures that Project Sponsors may deliver generalized HIS 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 planning to provide HIS must collaborate with their 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. Their AA must consult with DSHS and DSHS must consult with HUD before DSHS approves the proposal. If an AA evaluates and approves a proposal, they must include the proposed activities in the Project Sponsor's contractual statement of work. 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**

Generally, eligible costs include personnel, travel, equipment, supplies, and contracts for goods and services. Costs must be reasonable, allowable, documented, and allocable to Resource Identification. Resource Identification may be used for costs related to housing resource development, housing research and needs assessment, housing systems coordination, and HUD-approved HOPWA-related training. DSHS, AAs (in lieu of or in conjunction with DSHS), and Project Sponsors may undertake Resource Identification activities. Note, an AA will not receive separate or additional funding for Resource Identification. If an AA allocates funds for AA Resource Identification costs, it must inversely decrease its total allocation to its Project Sponsors.

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 requesting an increased percentage rate must collaborate with their AA to identify an appropriate rate and incorporate the rate into their comprehensive project proposal. AAs may authorize increased percentage rates on a case-by-case basis, if justified and with advance written approval from DSHS. AA Resource Identification costs do not currently have a cap.

### 3. **Ineligible Costs**

While Resource Identification provides a broad and flexible range of possible activities, these activities must focus on establishing, coordinating, and developing housing assistance resources for eligible households, not placing or steering individual households into available housing, which aligns more with HIS or PHP. As such, Resource Identification activities do not provide direct services or units of service.

### 4. **Resource Identification Activities**

The following represents a non-exhaustive list of potential Resource Identification activities and 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 and/or qualitative 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. Offering reasonable stipends or other incentives to PLWH who participate in research/assessments
- xii. 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 Agencies
- vi. Informing policymakers 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 planning to undertake Resource Identification activities must collaborate with their 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 statement explaining the necessity of the project; 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. Their AA must consult with DSHS and DSHS must consult with HUD before DSHS approves the proposal. If an AA evaluates and approves a project proposal, they must include the proposed activities in the Project Sponsor's contractual statement of work. 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.

## Grantee and Project Sponsor Administration

**1. Purpose**

Administrative costs include general costs for managing, planning, overseeing, coordinating, evaluating, and reporting eligible HOPWA activities.

**2. Eligible Costs**

Generally, eligible costs include personnel, travel, equipment, supplies, and contracts for goods and services. Costs must be reasonable, allowable, documented, and allocable to Administration. For example, administrative costs may include legal, accounting, and audit services; insurance; rent, utilities, and maintenance; etc. Statute limits grantee administrative costs to 3 percent of the total grant award, expended over the life of the grant. DSHS administers the State of Texas Nonentitlement HOPWA formula grant. As the grantee, DSHS may use not more than 3 percent of each annual grant amount for its own administrative costs relating to administering grant amounts and allocating such amounts to Project Sponsors. DSHS shares grantee administrative costs with AAs. Statute limits Project Sponsor administrative costs to 7 percent of the portion of the grant amount they receive. Examples of administrative activities include, but are not limited to:

- i. Facilitating staff meetings and employee evaluations

- ii. Compiling, preparing, and evaluating data
- iii. Completing programmatic and fiscal reports
- iv. Compiling expenditures and requesting reimbursements
- v. Keeping adequate programmatic and fiscal records
- vi. Preparing, performing, and documenting programmatic and fiscal monitoring
- vii. Initiating, implementing, and completing corrective actions
- viii. Recruiting and onboarding staff to undertake and/or manage HOPWA activities
- ix. Addressing the concerns and grievances of applicant and participant households
- x. Procuring goods and services
- xi. Preparing budget justifications and allocating and/or reallocating funds
- xii. Setting and/or adjusting objectives, goals, and targets
- xiii. Reviewing service delivery systems and utilization to identify trends and gaps
- xiv. Providing training and/or technical assistance
- xv. Developing and/or revising policies and/or procedures
- xvi. Consulting with agencies to resolve issues, identify training needs, and enhance program effectiveness

### **3. Ineligible Costs**

Do not allocate personnel costs under Administration when they belong under another program activity. Some activities may seem administrative when they are programmatic. For example, direct activity delivery costs, such as personnel costs for time spent undertaking, coordinating, and managing rental assistance activities (e.g., determining household eligibility, completing an HQS inspection, performing a rental assistance calculation, issuing payments to owners, etc.) would fall under TBRA or TSH. Similarly, personnel costs for time spent supervising staff who deliver services (e.g., case-conferencing, etc.) would also fall under the appropriate programmatic activity.

Staff time may split between programmatic and administrative activities depending on the tasks they perform. For example, supervisory participation in case conferences with staff to discuss complex client cases would fall under HCM. However, supervisory activities such as staff meetings and employee evaluations facilitate management and oversight of the program and would fall under Administration. Similarly, staff time spent issuing a short-term utility payment to a utility vendor would fall under STRMU as a direct activity delivery cost, whereas time spent issuing payments for general office expenditures would fall under Administration. Staff must carefully track their time and record their activities in sufficient detail to document them as allowable programmatic or administrative costs. Do not bill costs associated with the delivery of housing assistance, supportive services, or housing information services entirely to HCM or Administration if the cost directly relates to another budget line item.

Do not allocate all indirect costs to Administration when they belong under separate program activities. Following their indirect allocation method, AAs and Project Sponsors allocate indirect costs under each of their activities to avoid unnecessarily allocating and billing non-administrative indirect costs to Administration.

### **4. Allocation of AA Administrative Costs**

The sum of DSHS and AA administrative costs cannot exceed 3 percent of each annual grant amount. After DSHS calculates the 3 percent grantee administrative cap and the amount needed for DSHS direct and indirect administrative costs, DSHS will allocate the remaining funds to HSDAs via formula and calculate a maximum amount that each AA may allocate for administrative costs. AAs must ensure that direct and indirect grantee administrative costs do not exceed the caps established for each AA by DSHS during procurement in Table A: "Allocations by HIV Service Delivery Area." Of the total allocation for each AA in Table A, the AA may use not more than the amount specified under "AA Admin Cost Cap" for its own administrative costs. No AA administrative cost cap shall equal less than \$10,000. Therefore, if these calculations would result in any AA receiving less than \$10,000, the amount allocated to this AA will increase to \$10,000 and the allocations to AAs in excess of \$10,000 will proportionately decrease by the amount of the increase. Note, an AA will not receive separate or additional funding for Grantee Administration. If an AA allocates funds for AA administrative costs, it must inversely decrease its total allocation to its Project Sponsors.



**NOTE:** Instead of using Table A, DSHS may notify an AA of their administrative cost cap via another means of communication (e.g., email, etc.).

**NOTE:** AAs may also leverage State Administration funds for AA HOPWA administrative costs.

## Section 15. Other Supporting Documentation

Project Sponsors must document what they pay for, who they pay, and maintain a record of all payments in the household's record. To accomplish this, Project Sponsors obtain copies of leases, mortgages, utility bills, and ledgers for which they provided housing assistance. Project Sponsors 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, the household's record must include check request vouchers 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 record. 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 (*this 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

Project Sponsors complete **Form P: Service Outcome Assessment and Program Disenrollment Worksheet** when terminating an assisted household from the program. 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 face termination from the program if they violate program requirements or conditions of occupancy (e.g., non-compliance with conditions of occupancy, fraud, etc.). Project Sponsors provide supportive services to prevent termination and reserve termination for only the most severe cases. Project Sponsors must collaborate with their AA to develop a local termination policy. Project Sponsors must document that they offered and provided supportive services in the household's record.

In terminating assistance to any household for a violation of program 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 has an 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 resides 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 cannot 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’s absence exceeds 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 resides 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 survivors and remaining household members of the duration of the grace period;
- Provide housing assistance and supportive services to survivors 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 their 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 entering incarceration, substance use treatment, or hospice/long-term health care (i.e., did not die or were not removed from the lease via lease bifurcation), but 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 survivors 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 cannot exceed the 21-week limit for STRMU services or the 60-night limit for STSH services.

### 3. **Supportive Services**

Supportive Services, specifically HCM, 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 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 voluntarily live together in a unit, grace periods may be extended only to surviving or remaining participant household members (“Additional Beneficiaries”). Project Sponsors cannot extend grace periods to other households (roommates).

## Section 19. Program Reporting and Reviewing Requirements

### 1. **Semi-Annual and Annual Program Progress Reports and Exhibit A**

AAs and Project Sponsors (through their AAs) must submit Semi-Annual and Annual Program Progress Reports (PPRs) to DSHS in a timely manner. Additionally, AAs must submit Exhibit A to report Semi-Annual and Annual expenditures for their Project Sponsors. AAs email reports for each HSDA to [HIVSTDReport.Tech@dshs.texas.gov](mailto:HIVSTDReport.Tech@dshs.texas.gov) and CC the DSHS HOPWA Coordinator. DSHS uses these reports to produce the Consolidated Annual Performance and Evaluation Report (CAPER), which it submits to HUD by November 30 each year. The CAPER-reporting period 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 Annual Program Progress Reports and Exhibit A			Due to DSHS
Period 1 (P1)	Semi-Annual	Covers 09/01/22 – 02/28/23	03/31/23
Period 2 (P2)	Annual	Covers 09/01/22 – 08/31/23 (Cumulative)	10/15/23

### 2. **Exhibit B**

AAs must submit Exhibit B to DSHS with each voucher for reimbursement submitted. AAs email Exhibit B to [Invoices@dshs.texas.gov](mailto:Invoices@dshs.texas.gov); [CMSInvoices@dshs.texas.gov](mailto:CMSInvoices@dshs.texas.gov); and [HIVVSF@dshs.texas.gov](mailto:HIVVSF@dshs.texas.gov) and CC the DSHS HOPWA Coordinator. DSHS uses Exhibit B data to track and review program expenditures by AA, Project Sponsor, and activity category. Additionally, DSHS uses Exhibit B data to report expenditures in HUD’s Integrated Disbursement and Information System (IDIS) database. Bill direct activity delivery costs (e.g., staff costs, etc.) to the associated activity category budget line item. Do not bill costs associated with the delivery of housing assistance, supportive services, housing information services, or resource identification entirely to HCM or Administration if the cost directly relates to another budget line item.

### 3. **Financial Status Reports**

AAs must submit Financial Status Reports (FSRs) to DSHS on a semi-annual basis. AAs email FSRs to [FSRGrants@dshs.texas.gov](mailto:FSRGrants@dshs.texas.gov) and CC the DSHS HOPWA Coordinator.

Financial Status Reports		Due to DSHS
FSR 1	Covers 09/01/22 – 02/28/23	03/31/23
FSR 2	Covers 03/01/23 – 08/31/23	10/15/23

### 4. **Reallocation Requests**

AAs must submit a HOPWA Reallocation Request for every proposed activity reallocation within each Planning Region and/or HSDA and between Planning Regions and/or HSDAs. AAs 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:** Before DSHS may process a reallocation request, the current allocations and goals in the AA's reallocation request must match the current allocations and goals recorded by DSHS.

## **5. Categorical Budget Revisions**

With prior written notification to, and approval from, an AA's assigned Contract Management Section (CMS) Contract Manager, an AA may transfer money between budget categories, other than the equipment and indirect cost categories, not to exceed 10 percent of the total contract value during a contract budget period. If the budget transfer(s) exceeds 10 percent of the total contract value, alone or cumulatively, the change requires a formal contract amendment. DSHS must amend an AA's contract when a proposed categorical budget revision would result in 1) a cumulative change of 10 percent or more in any budget category during the contract term or 2) a change of any amount in the equipment and/or indirect costs budget categories during the contract term.

AAs must contact their assigned Contract Manager and the DSHS HOPWA Coordinator to request a categorical budget change. The Contract Manager will provide a Request for Budget Change Form to the AA. This form documents the proposed changes in the AA's categorical budget and whether the change requires a contract amendment. Additionally, the AA must provide a revised Categorical Budget Form to the Contract Manager and DSHS HOPWA Coordinator, highlighting the areas affected by the budget transfer. After review, the Contract Manager will provide notification of acceptance to the AA via email, upon receipt of which, CMS will incorporate the revised budget into their contract. AAs must submit all categorical budget change requests 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.

## **6. Project Sponsor Data Sheets**

DSHS uses Project Sponsor Data Sheets (Appendix E) to collect required Project Sponsor information for IDIS. Project Sponsor Data Sheets are due no later than the first day of each program year and must be updated annually at minimum. AAs must email Data Sheets for each HSDA to [HIVSTDReport.tech@dshs.texas.gov](mailto:HIVSTDReport.tech@dshs.texas.gov) and CC the DSHS HOPWA Coordinator.

## **7. Program Monitoring**

### **A. Policies and Procedures**

Contract monitoring systematically reviews 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 on-site monitoring events.

### **B. Programmatic Monitoring Tool**

The DSHS HOPWA Program uses a standardized programmatic monitoring tool, located [here](#). DSHS and AA 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**

- i. *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 2022 (09/01/22 to 08/31/23), the reviewer would pull a sample from HOPWA 2021 (09/01/21 to 08/31/22).
- ii. *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 the components for each of these service categories in addition to the 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 Records	
26	-	50	=	25 Records	
51	-	100	=	30 Records	
101	-	+	=	40 Records	

#### 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 Area	AA	HSDAs	Number of Project Sponsors	AA Monitoring	Project Sponsor Monitoring
Northeast	Dallas	2	2	Even Years	Odd Years
Northwest	Tarrant	1	2		
South	STDC	4	4		
South Central	UHS	1	1		
Central	BVCOG	12	12	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 the DSHS HOPWA Coordinator 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 housing assistance 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 on-site 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 their AA does not need to monitor those same items during that review cycle.

## Section 20. HUD Datasets

### 1. Area Median Income

To meet income eligibility for the DSHS HOPWA Program, household annual income cannot exceed 80% of Area Median Income per the household's county of residence. Collect proof of income for all household members aged 18 years old or older. This documentation must be complete and cover the 30 days immediately preceding the eligibility certification or recertification date. Project Sponsors annualize household income from all sources anticipated during the 12-month period following the determination date (payment data multiplied by the number of payment periods per year for all sources). The **Determining Household Annual Income Guide** outlines acceptable forms of documentation, whose income is counted, inclusions and exclusions, and calculation guidance.

### 2. Fair Market Rent and Small Area Fair Market Rent

The gross rent of TBRA- or TSH-assisted units cannot exceed the rent standard. The DSHS HOPWA Program uses a HUD-approved community-wide exception rent based on documented local housing costs and the housing needs of low-income PLWH in Texas. Project Sponsors use 1) 130 percent of the Small Area Fair Market Rent (SAFMR) where available, or 2) 130 percent of the FMR where not. FMRs and SAFMRs are estimates of 40th percentile gross rents for standard quality units, adjusted for each unit size, within a designated area. "Gross rent" means the unit rent plus the cost of all tenant-paid utilities, including electricity, fuel (e.g., natural gas, oil), water, sewer, and trash removal, but excluding telephone, internet, and cable services. HUD's Office of Policy Development and Research (PD&R) calculates FMRs for counties and SAFMRs for zip codes within metropolitan areas. PD&R typically publishes FMRs and SAFMRs in October of each year and makes them available [here](#). DSHS reviews its rent standards annually to ensure they correspond with PD&R's current FMRs and SAFMRs. As part of its annual review, DSHS 1) increases each FMR and SAFMR in Texas by 30 percent to establish the rent standards, 2) updates and publishes these rent standards within 90 days of the annual review, and 3) provides an effective date by which Project Sponsors must adopt these rent standards.

## Section 21. Program Technical Assistance and Trainings

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

**Blade L. Berkman, MSSW**  
**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](http://www.dshs.texas.gov)  
P: 512-578-6985  
F: 512-533-3172  
E: [blade.berkman@dshs.texas.gov](mailto:blade.berkman@dshs.texas.gov)

### **HIV Care and Medications Unit**

P.O. Box 149347, MC 1873  
Austin, Texas 78714-9347  
[www.dshs.texas.gov](http://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 For-s - 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 PI-n - Part 5 of 5

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

In addition to the required and recommended HOPWA trainings outlined above, AAs and Project Sponsors should review the other HOPWA trainings, guides, tools, webinars, and other materials outlined below.

- A. [HOPWA Grantee Oversight Resource Guide](#)
- B. [HOPWA Institute](#)
- C. [HOPWA Factsheets](#)
- D. [HOPWA Rental Assistance Guidebook](#)
- E. [HOPWA Income and Rent Calculation Curriculum](#)
- F. [HOPWA Short-Term Rent, Mortgage, and Utility Assistance](#)
- G. [HOPWA Best Practices Training Series](#)
- 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 Annual Performance and Evaluation 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 Integrity Bulletins from the Offices of Community Planning and Development & Inspector General](#)
- R. [HUD Lead Safe Housing Toolkit](#)
- S. [HUD Lead Safe Housing Training for TBRA](#)
- T. [HUD Lead Safe Housing Training for PBRA](#)
- U. [HUD Lead Safe Housing Training for Rehabilitation, Acquisition, Leasing, Support Services, or Operation](#)
- V. [HUD HOPWA YouTube Playlist](#)
- W. [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 Project Sponsors may refer to HOME Investment Partnership Program (HOME) guidelines when using HOPWA funds for manufactured home rental and mortgage payments.

Project Sponsors may provide TBRA and STRMU services to households that live in mobile homes, trailers, and motor homes, in some situations. Additionally, PHP can help households access, secure, and establish permanent residence in a mobile home, maintained either on their own or with the help of ongoing rental assistance. HUD permits such payments in accordance with guidance established for the HOME Affordable Housing program in [HUD CPD Notice 03-05](#). This notice classifies 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 as personal property, making them 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 connect to utilities and meet local guidelines qualify for housing assistance. Project Sponsors may assist with mobile home park space rental costs if included in the unit rent.

### **HUD CPD Notice 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 Toolkit](#). Lead Safe Housing Rule Amendment Trainings for [TBRA](#); [PBRA](#); and [Acquisition, Leasing, Support Services, and Operations](#))

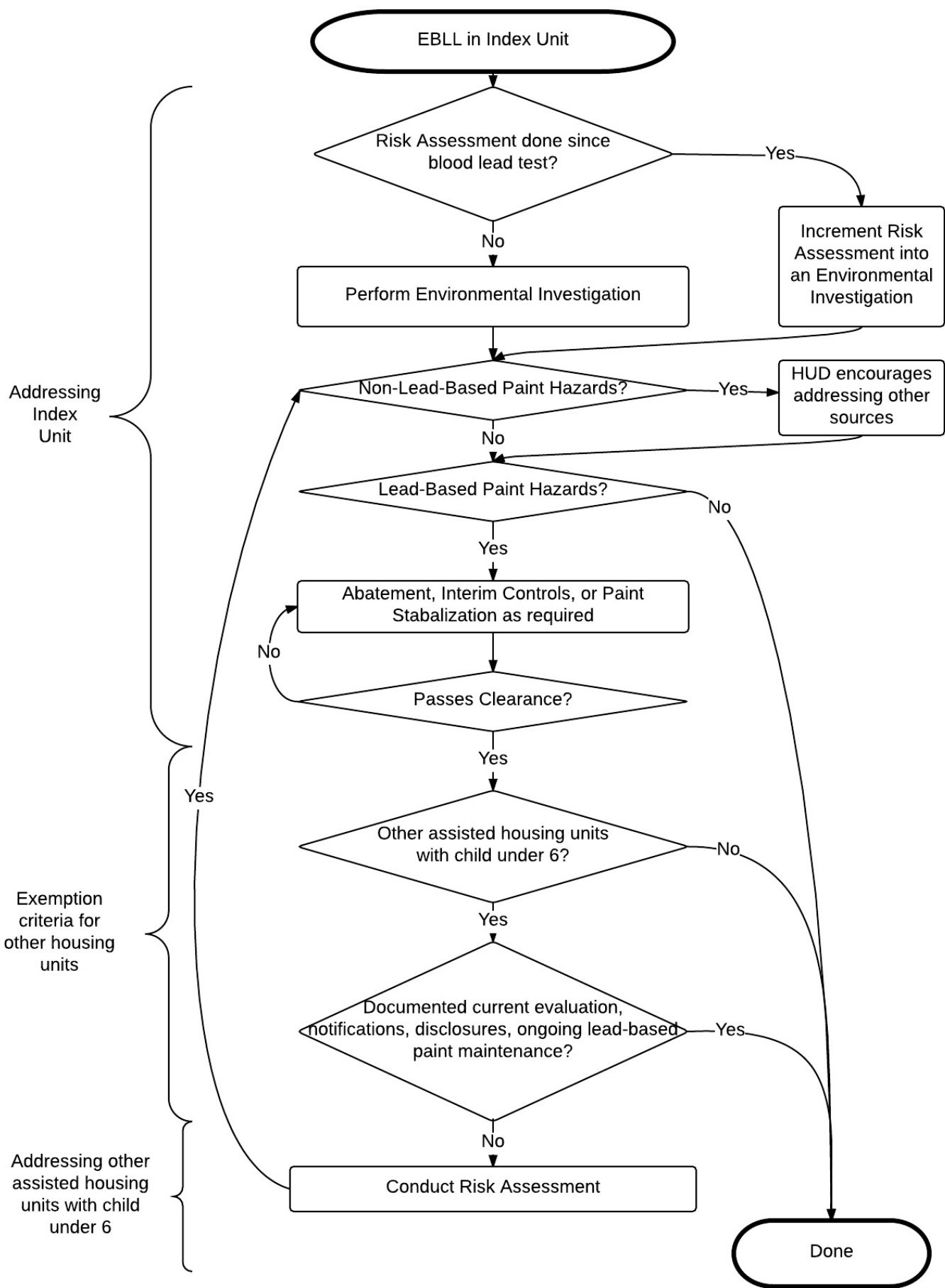
TBRA Lead Safe Housing Protocols	Applicability	24 CFR §35, Subparts A, B, M, and R apply to TBRA-assisted units in which a child under the age of six is <a href="#">expected to reside</a> and the common areas and exterior painted surfaces of these units.
	Disclosure	If the structure was built or most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

TBRA Protocols for Children with an EBLL	EBLL Response Activity	Timeframe	Owner	Sponsor
	If a child has an <a href="#">Elevated Blood Lead Level</a> (EBLL), notify the <a href="#">local HUD field office</a> , <a href="#">HUD’s Office of Lead Hazard Control and Healthy Homes (OLHCHH)</a> , and <a href="#">public health department</a> of the EBLL case	Within 5 business days of verifying the EBLL	✓	
	If necessary, verify the EBLL case with the medical provider	-		✓
	Conduct an <a href="#">environmental investigation</a> (EI) of the index unit	Within 15 calendar days of verifying the EBLL		✓
	Notify the local HUD field office and OLHCHH of EI results	Within 10 business days of receiving the EI results		
	Conduct a <a href="#">risk assessment</a> (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 completes	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 must provide a <a href="#">“Protect Your Family from Lead in Your Home”</a> pamphlet, “Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards” form ( <a href="#">English</a>   <a href="#">Spanish</a> ), and available records and reports to households at initial occupancy, when their lease renews with changed terms, and/or when their lease renews after new information on lead-based paint (LBP) or lead-based paint hazards becomes available. See <a href="#">24 CFR §35.82</a> for a list of transactions exempt from disclosure rules.	
	Exemptions	See <a href="#">24 CFR §35.115</a> for a list of property exemptions.	
	Lead hazard approach	Identify and stabilize <a href="#">deteriorated paint</a> .	<a href="#">Risk assessment</a> and <a href="#">interim controls</a> in accordance with <a href="#">Part H</a> .
	Identification method	<a href="#">Visual assessment</a>	Risk assessment and notification to residents describing results.
	Pre-renovation education	Before starting work, the entity performing any renovations must provide a <a href="#">“Renovate Right”</a> pamphlet to households.	
	Lead hazard reduction	<a href="#">Paint stabilization</a> using <a href="#">safe work practices</a> and <a href="#">occupant protection</a> performed with proper <a href="#">training</a> or supervision.	<a href="#">Interim controls</a> using safe work practices and occupant protection performed with proper training or supervision.
	Clearance and notification	<a href="#">Clearance</a> must occur following <a href="#">abatement</a> , <a href="#">interim controls</a> , and <a href="#">paint stabilization</a> (unless the area controlled or stabilized is less than the <a href="#">de minimis</a> 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, <a href="#">ongoing maintenance</a> 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	<a href="#">Paint testing</a> . 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 <a href="#">Elevated Blood Lead Level</a> (EBLL), notify the <a href="#">local HUD field office</a> , <a href="#">HUD’s Office of Lead Hazard Control and Healthy Homes (OLHCHH)</a> , and <a href="#">public health department</a> of the EBLL case	Within 5 business days of verifying the EBLL	✓	
	If necessary, verify the EBLL case with the medical provider	-	✓	
	Conduct an <a href="#">environmental investigation</a> (EI) of the index unit	Within 15 calendar days of verifying the EBLL	✓	
	Notify the local HUD field office and OLHCHH of EI results	Within 10 business days of receiving the EI results	✓	
	Conduct a <a href="#">risk assessment</a> (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 completes	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)	✓	✓

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 <a href="#">expected to reside</a> 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 must provide a <a href="#">“Protect Your Family from Lead in Your Home”</a> pamphlet, “Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards” form ( <a href="#">English</a>   <a href="#">Spanish</a> ), and available records and reports to households at initial occupancy, when their lease renews with changed terms, and/or when their lease renews 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 <a href="#">“Protect Your Family from Lead in Your Home”</a> pamphlet to the household. See <a href="#">24 CFR §35.82</a> for a list of transactions exempt from disclosure rules.
Exemptions	See <a href="#">24 CFR §35.115</a> for a list of property exemptions.
Lead hazard approach	Identify and stabilize <a href="#">deteriorated paint</a> .
Identification method	<a href="#">Visual assessment</a>
Pre-renovation education	Before starting work, the entity performing any renovations must provide a <a href="#">“Renovate Right”</a> pamphlet to households.
Lead hazard reduction	<a href="#">Paint stabilization</a> using <a href="#">safe work practices</a> and <a href="#">occupant protection</a> performed with proper <a href="#">training</a> or supervision.
Clearance and notification	<a href="#">Clearance</a> must occur following <a href="#">abatement</a> , <a href="#">interim controls</a> , and <a href="#">paint stabilization</a> (unless the area controlled or stabilized is less than the <a href="#">de minimis</a> 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, <a href="#">ongoing maintenance</a> 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	<a href="#">Paint testing</a> . 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**

PHP can pay security and utility deposits to the extent the cost conforms to the general policies and principles stated in [Texas 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 posts 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. Inco-e - 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. Inco-e - 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 planning to provide Permanent Housing Placement (PHP) services must complete this form, provide a justification for providing PHP, and submit it to their AA. Their AA will submit the application to [hivstdreport.tech@dshs.texas.gov](mailto:hivstdreport.tech@dshs.texas.gov) on behalf of Project Sponsors for approval. AAs and Project Sponsors must obtain accounting technical assistance from the DSHS Fiscal Support and Oversight (FSO) Unit, follow the DSHS Accounting Guidelines for documenting PHP services; and submit revised Project Sponsor Data Sheets to DSHS [hivstdreport.tech@dshs.texas.gov](mailto: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:				
<b>For DSHS Use Only</b>				
<b>Date</b>	<b>Recipient's name and signature</b>	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"> <li>Revised Project Sponsor Data Sheet</li> </ul>	
Received by FMU				
		DSHS Comments:		
Approved by FMU				
Final DSHS Approval				



## Appendix E: HOPWA Project Sponsor Data Sheet

09/01/23 – 08/31/24

The Administrative Agency must complete one Data Sheet for each Project Sponsor in each HSDA. Electronically submit Data Sheets to the HOPWA Coordinator before the program year begins (09/01). Form A certifies all information herein is true.

Administrative Agency:	Choose an Administrative Agency.
Project Sponsor Name:	
Project Sponsor Parent Company Name:	
Is System for Award Management (SAM) registration active?	
Unique Entity Identification (UEI) Number:	
Employer ID Number (EIN) or Tax ID Number (TIN):	
North American Industry Classification System (NAICS) Code:	
HIV Service Delivery Area:	Choose an HSDA.
Physical Address:	
Mailing Address:	
Main Phone Number:	
Main Fax Number:	
Website	
Facebook Page	
Twitter Handle	
What department administers the HOPWA grant?	
Is this a nonprofit organization?	
Is this a faith-based organization?	
Is this a grassroots organization?	
Cities in this HSDA:	
Counties in this HSDA:	
Congressional Districts in this HSDA:	
Congressional District of Project Sponsor:	

<b>Select all that apply to the Project:</b>	<b>Selection process for Project:</b>
<input type="checkbox"/> Minority Organization*	<input type="checkbox"/> Competitive
<input type="checkbox"/> Minority Provider**	<input type="checkbox"/> Sole source
<input type="checkbox"/> Historically Underutilized Business (HUB) Certified	<input type="checkbox"/> Other (Specify):

### Assurances

**I certify that this Project has not:**

☐ Been suspended by DSHS or is delinquent on a repayment agreement to DSHS;

☐ Had a contract terminated by DSHS for cause;

☐ Had a required license or certification revoked that is required to carry out the terms of the subcontract; and

☐ Voluntarily surrendered any license issued by DSHS within the past three (3) years.

**I certify that the following is in place:**

☐ Subcontract is in writing, consistent with the DSHS contract, and signed by both parties;

☐ Programmatic/financial review of Project is conducted in accordance with 2 CFR § 200 et seq.;

☐ Procedures used to advertise and award these funds meet the minimum standards required by 2 CFR § 200 et seq.;

☐ Subcontractor receives a written report of the results of all monitoring activities conducted; and

☐ Appropriate corrective action steps are taken when subcontractor is not in compliance with contract terms.

Activity	Allocation	Households to be served:
Tenant-Based Rental Assistance	\$	
Short-Term Rent, Mortgage, Utility	\$	
Facility-Based Housing Assistance	\$	
Permanent Housing Placement	\$	
Housing Case Management	\$	
Housing Information Services	\$	
Resource Identification	\$	
Project Sponsor Administration	\$	
<b>Total</b>	<b>\$</b>	

\* Minority Organization: Board of Directors has 50% racial/ethnic minority members. \*\* 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 program eligibility?**

No, a household either meets or does not meet the program eligibility criteria.

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

HUD has confirmed that all PLWH – regardless of how advanced – meet this program eligibility criterion. If a Project Sponsor establishes additional program eligibility criteria, they must collaborate with their AA to develop a local program policy.

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

No, child support expenses cannot be excluded from household annual income.

**4. Are financial contributions from family and friends included in annual 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 income. If it is sporadic, then it would be excluded. The **Determining Household Annual Income Guide** provides additional guidance.

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

No, the earned income of dependent children under the age of 18 is excluded from annual income. However, other income of dependent children under the age of 18 is included. The **Determining Household Annual 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 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 1) is essential to the care and welfare of the person(s), 2) is not obligated to support the person(s), and 3) would not live 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 services?**

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 (HCVP) also receive HOPWA housing assistance?**

No, they cannot receive TBRA, STRMU, or FBHA. However, clients may receive HCM, HIS, 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 (HCVP), they cannot receive TBRA, STRMU, or FBHA while enrolled in another federal housing assistance program. However, clients may receive HCM, HIS, 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 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 do not need to comply with them in providing HOPWA rental assistance.

**16. Can a household have no income and receive rental assistance services?**

Yes, a household may have no income and receive rental assistance services. Adult household members must complete Form A if they do not have income. Project Sponsors should periodically reassess their income.

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

Yes, TBRA or TSH services may pay the first (and/or last) 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. For example, PHP could pay for the security deposit, then TBRA would pay for the first month's rent.

**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 fall at or below the lower of the rent standard or reasonable rent. If not, the Project Sponsor cannot approve the unit for TBRA or TSH services. If the gross rent of the proposed unit complies with this requirement, then a household would not pay more or less than their calculated monthly rent payment and a Project Sponsor would not pay more or less than the calculated monthly rental assistance subsidy.

Source	Text ( <i>emphasis added</i> )
<a href="#">24 CFR §574.310</a>	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 <b>must pay as rent</b> , including utilities, an amount which is the higher of: <ul style="list-style-type: none"> <li>1) 30 percent of the family's monthly adjusted income (adjustment factors include the age of the individual, medical expenses, size of family and childcare expenses and are 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;</li> </ul>

	<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>
<a href="#">24 CFR §574.320</a>	<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"> <li>The lower of the rent standard or reasonable rent for the unit; and</li> <li>The resident's rent payment calculated under §574.310(d).</li> </ol> <p><b>NOTE: "Maximum Subsidy" means the maximum monthly amount of TBRA or TSH funds a Project Sponsor could pay to an owner after determining the household's calculated monthly rent payment. However, the household's actual calculated monthly rental assistance subsidy will depend on the rent specified in their lease agreement.</b></p>
<a href="#">Rental Assistance Guidebook</a>	<p>Clients <b>must find housing with rents that comply with both the rent standard and the reasonable rent</b>. 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 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 1 out of 5 of the combined households that receive TBRA or TSH services at any given time). Project Sponsors must collaborate with their AA to develop a Rent Standard Increase policy and tracking method before increasing the rent standard for a 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. TBRA and TSH Occupancy Standards provide for the smallest unit size (i.e., number of bedrooms) a household needs without overcrowding. 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. Project Sponsors must document such exceptions in the household's record. 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 lives 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 aged under 18 years old, disabled, or a full-time student of any age.

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

Project Sponsors should contact the nearest local Public Housing Agency. The Public Housing Agency may be in a different county than the household. After locating the nearest Public Housing Agency, Project Sponsors must keep a copy of the utility allowance schedule they used in the household's record.

**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 household eligibility. Apart from that, HOPWA does not require households to provide additional medical documentation unless they have agreed to this 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 qualifies for rental assistance services, but they do not meet the eligibility criteria for the Housing Choice Voucher Program (HCVP) or other affordable housing programs (for example, because of specific criminal background barriers), does this disqualify the household from rental assistance services?**

No, some households may not meet the eligibility criteria for the Housing Choice Voucher Program (HCVP) 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 meets the eligibility criteria for other long-term housing assistance options.

**28. If a household receives rental assistance services, but they do not meet the eligibility criteria for the Housing Choice Voucher Program (HCVP) or other affordable housing programs (for example, due to a specific criminal background barrier), do they still have to apply only to expect denial? Could they apply, receive one denial, 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 does not meet the eligibility criteria for the Housing Choice Voucher Program (HCVP) 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](#). The following paragraph could potentially increase access to public housing for some households with criminal background barriers:

“HUD announced updated public housing arrests guidance to Public Housing Agencies (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. HUD’s *Occupancy Requirements of Subsidized Multifamily Housing Programs (4350.3), Chapter 5: Determining Income and Calculating Rent* does not categorize foster children or foster adults as dependents, so they do not meet the criteria for a \$480 dependent deduction. However, payments a household receives for the care of foster children or foster adults are excluded from annual 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 do not need to have legal custody of a dependent 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.” Satisfactory evidence of tenancy includes, but is not limited to:

- Rent payment receipts, cancelled checks, or copies of money orders from the tenant to the owner that document the individual’s tenancy and responsibility for making rental payments.
- A late payment notice or any other written communication from the owner to the tenant that provides evidence of the individual’s tenancy and responsibility for making rental payments.
- If not named on the lease, any written documentation from the owner that confirms the individual’s tenancy and responsibility for making rental payments.

**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, like 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 provide sufficient information to determine how much the STRMU payment 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 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 STRMU services end. 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 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 a household's enrollment in the HOPWA Program? For example, if a household was enrolled in the HOPWA Program in January, can we pay December bills?**  
Yes, to prevent homelessness, 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. Project Sponsors track the days of accrued costs paid by STRMU to ensure that the total amount of STRMU assistance does not exceed 21 weeks. 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 Project Sponsor that cuts a check in September for outstanding bills from August of the prior contract year would bill to the contract that started in September regardless of which days of accrued costs the Project Sponsor paid for. Thus, STRMU provides a "seamless" housing assistance service despite crossing into a new contract timeframe. From an accounting perspective, the Project Sponsor would bill the predating bills to 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. Regarding the 21-week cap for STRMU, what happens when the 21<sup>st</sup> 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 STRMU service in March, then another service in September, then another service 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?**  
HOPWA regulations permit the HUD Assistant Secretary for Community Planning and Development to grant a case-by-case waiver to the STRMU 21-week cap. 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 their AA, can a Project Sponsor allocate only for STRMU?**  
Project Sponsors must justify to their 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 AA must approve it. 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 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 clearly states that an assisted household cannot receive both a rental assistance subsidy (HOPWA rental assistance or another federal rental assistance subsidy such as Section 8/HCVF) 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 their AA and their AA must consult with DSHS. DSHS will provide written approval/denial to the AA and Project Sponsor via email for inclusion 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. Which program activities are subject to Housing Quality Standards (HQS)?**

All housing assisted under 24 CFR §574.300(b)(3),(4),(5), and (8) must meet HQS. This includes:

- 3: Acquisition, rehabilitation, conversion, lease, and repair of facilities to provide housing and services;
- 4: New construction (for single room occupancy (SRO) dwellings and community residences only);
- 5: Project- or tenant-based rental assistance, including assistance for shared housing arrangements; and
- 8: Operating costs for housing including maintenance, security, operation, insurance, utilities, furnishings, equipment, supplies, and other incidental costs.

TBRA and FBHA (both STSH and TSH) units must be inspected. Broadly, DSHS-authorized FBHA activities could include leasing, operating, project-based rental assistance, and/or master-leasing (which falls under leasing). Therefore, all DSHS-authorized FBHA activities are subject to HQS. STRMU and PHP units generally do not require inspections, but households must certify their housing meets all standards and requirements. Please see Section 10: Housing Quality Standards for additional information.

**49. A household is currently enrolled in the HOPWA program and receiving rental assistance services (in this case, TBRA). The household has received a voucher from the HCVF and must find a suitable unit before their voucher term expires. If their current unit does not qualify for the HCVF (although it should since the requirements for TBRA and the HCVF 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 to transition from HOPWA to the HCVF, can PHP pay penalties for breaking the current lease in the interest of 1) securing a new permanent residence with a reasonable expectation their occupancy will continue 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 HCVF to help ensure the current unit meets HCVF requirements. The Project Sponsor should also inquire about the HCVF’s policy for requesting an extension to the initial voucher search term if necessary. Additionally, the household may request an extension to the initial voucher search term as a reasonable accommodation for a person with disabilities even after the voucher term expires.

**50. 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 voluntarily live together in a 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.

**51. 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 counted toward 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 to exclude additional household member’s income that would normally be considered when determining household 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.

**52. Can an applicant household include a dependent child as a household member if they don’t live with them?**

No, the dependent child must live with household at least 51 percent of the time.

**53. If two single-person households voluntarily 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 reassess other eligibility factors.

*Other Questions*

**54. 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 08/31/22 for September rent would ultimately appear on the HOPWA 2022 (09/01/22 – 08/31/23) 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 2021 (09/01/21 – 08/31/22) general ledger. If this expenditure were selected for fiscal review, the cost would be disallowed because the activity occurred in HOPWA 2021.

**55. 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 household 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 owner or payee's address and phone number (see Appendix I: Tenant Lease Provisions for additional guidance).

**56. 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.

**57. 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.

**58. How does the Project Sponsor ensure smoke and carbon monoxide detector compliance without an inspection?**

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

**59. 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 time limitation between program enrollment periods. However, Project Sponsors must have a termination policy and this policy should note the duration that a client must wait to reapply for the program after termination or receive specific program services after services end.

**60. 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.

**61. 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.

**62. 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).

**63. 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.

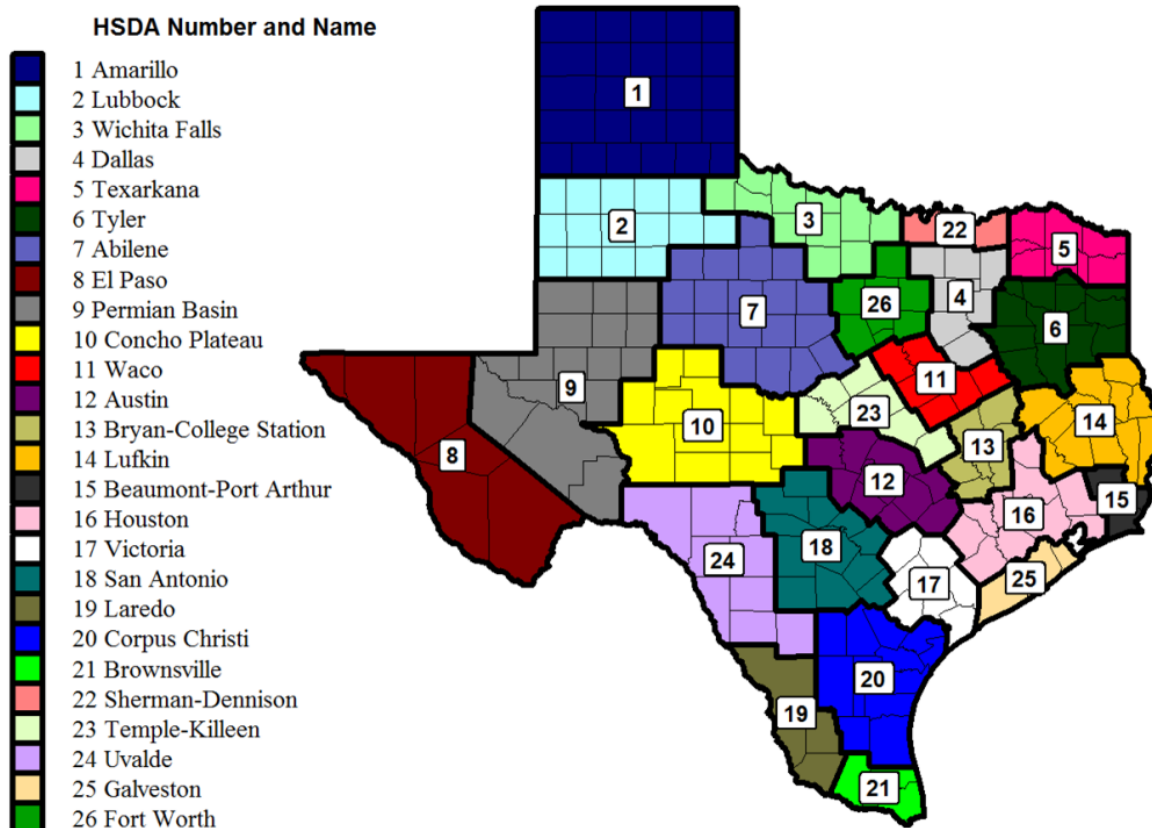
**64. What kinds of costs are we allowed to bill to our HOPWA contract?**

In general, allowable costs include those authorized in this manual, personnel (salaries and benefits), travel, subcontracts for goods and services, equipment, supplies, and indirect. Costs must be necessary and reasonable.

**65. If an AA or a Project Sponsor uses HOPWA funds to pay for conference registration fees and the conference does not take place until the next contract term, are they going to bill that cost to the current contract or the future contract? For example, if the current HOPWA contract term runs 09/01/22 to 08/31/23 and the conference occurs in October 2023 (after the current contract term ends), can we bill the cost of the conference registration fees to the current contract? The Project Sponsor must register early to ensure they have a spot.**

In this scenario, the AA or Project Sponsor would bill the future contract, not the current contract. The conference registration fee would not be an expense until the conference begins (occurs). The regular fee is considered prepaid (asset) until the date the conference begins. When the conference begins, a journal entry should be made to change the prepaid asset to an expense. A request for reimbursement from DSHS should not include the registration fee until it is expensed (the contract year the conference occurred).

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



Plan Area (6)	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
	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
	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
	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
	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
South	Brownsville-Harlingen	Cameron, Hidalgo, Willacy
	Corpus Christi	Aransas, Bee, Brooks, Duval, Jim Wells, Kenedy, Kleberg, Live Oak, McMullen, Nueces, Refugio, San Patricio
	El Paso	Brewster, Culberson, El Paso, Hudspeth, Jeff Davis, Presidio
	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), TBRA and TSH services permit shared housing arrangements, where two or more unrelated households voluntarily live together in a unit and divide rental costs. Shared housing offers a cost-effective alternative to individual housing arrangements. Project Sponsors prorate rental assistance for the portion of the unit occupied by the participant household. 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. Project Sponsors must use the following instructions when completing **Form H: Rent Standard and Rent Reasonableness Examination**.

### 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 does not qualify for shared housing. Additionally, an assisted person cannot 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:

- |          |  |
|----------|--|
| <b>1</b> | <b>Rent Standard for the size of the private space</b>   |
| or       | 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.  |
| <b>2</b> | <b>Rent Standard for the pro-rata share of the private space as compared to the total space in the unit</b>  |
|          | 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:

- |          |  |
|----------|--|
| <b>1</b> | <b>If the rent standard for the size of the private space is used, then comparison units should have this unit size</b>  |
| or       | 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.  |
| <b>2</b> | <b>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 total unit size</b>   |
|          | 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 unit 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 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 record. In shared housing arrangements, where two or more unrelated households voluntarily live together in a unit and divide rental costs, 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 paid monthly
- List of utilities paid or provided by owner and those paid by tenant
- List of appliances 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 live 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

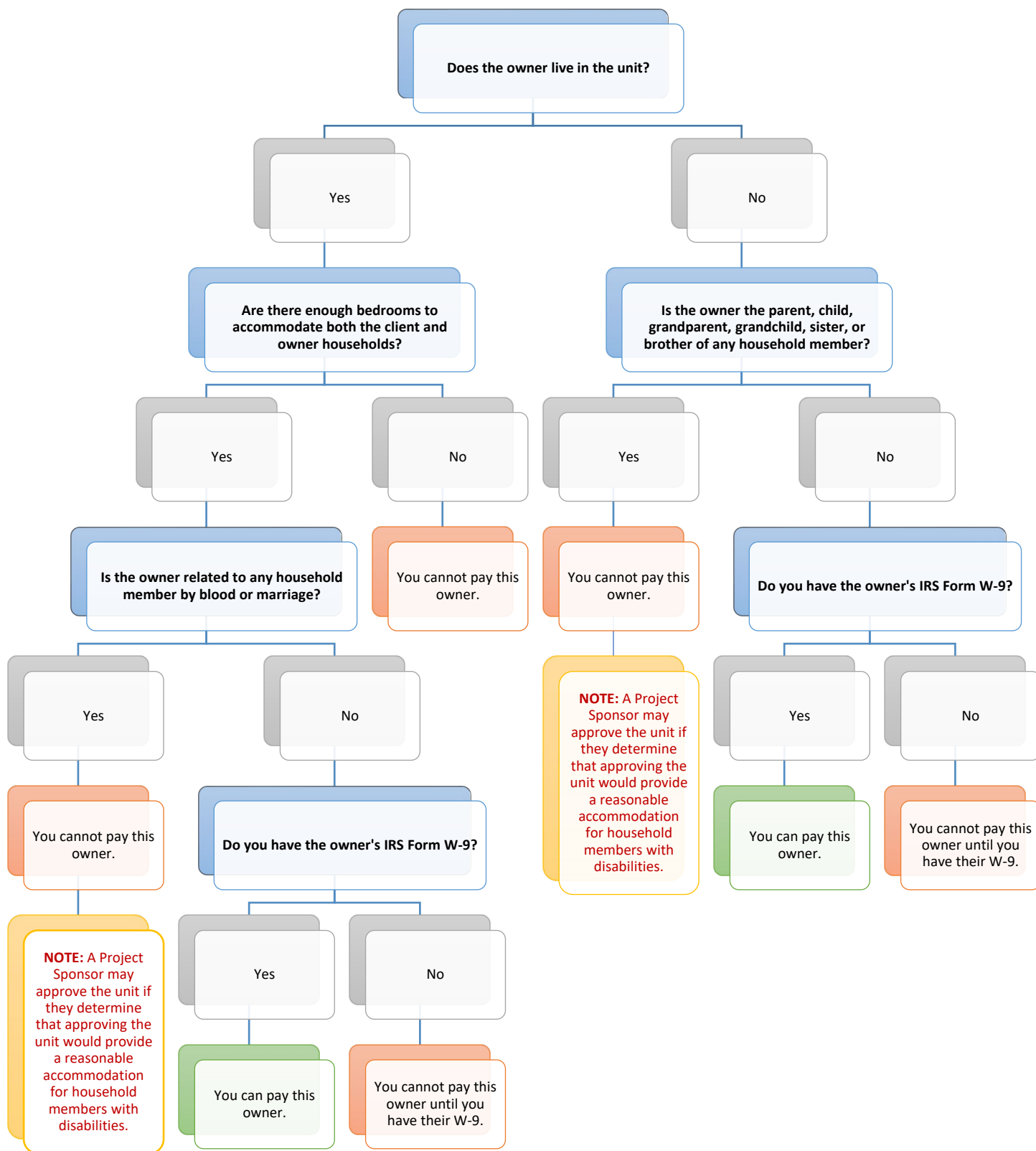
### **The terms should allow the owner to terminate or not renew the lease only for the following reasons:**

- 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 confidentiality requirements for documentation submitted by survivors requesting emergency transfers and of each survivor's housing location.
- The **VAWA Lease Addendum** provides that a survivor may terminate their lease without penalty if they meet emergency transfer requirements.
- 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 to evict an accused perpetrator without regard to whether the accused perpetrator is a signatory to the lease and without evicting or otherwise penalizing the 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

- The Violence Against Women Act (VAWA) provides protections and remedies for program applicants and beneficiaries who survived domestic violence, dating violence, sexual assault, or stalking.
- Despite the name of this law, program applicants and beneficiaries may avail themselves of VAWA protections and remedies regardless of their sex, gender identity, or sexual orientation. 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 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.
- If the 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.
- Project Sponsors also determine 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 the 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 their AA to develop a reasonable survivor grace period policy for continued program participation by surviving or remaining household members. Among other 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 survivors 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.
- Project Sponsors must notify survivors 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 survivors 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: When approving or denying 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.

### 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 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 that remaining in the unit they currently occupy poses an actual and imminent threat.
- If they survived sexual assault, the survivor must reasonably believe that remaining in the unit they currently occupy poses an actual and imminent threat, 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 maintain emergency transfer records for a 4-year period.

## Request for Documentation

- If an applicant or beneficiary informs a Project Sponsor they survived an incident of domestic violence, dating violence, sexual assault, or stalking, the Project Sponsor may request, in writing, that the applicant or beneficiary submit documentation of survivor status as specified under Permissible Documentation.
- Project Sponsors do not need 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 survived an incident of domestic violence, dating violence, sexual assault, or stalking;
    - Describes the incident; and
    - Includes the name of the accused perpetrator if 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 the 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 will 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 cannot enter confidential information into any shared database or disclose such information to any other entity or individual, unless:
  - The survivor requests or consents in a time-limited release to the disclosure;
  - An eviction proceeding or hearing regarding termination of assistance from the DSHS HOPWA Program requires the disclosure; or
  - Applicable law otherwise mandates the disclosure.

## Prohibited basis for denial or termination of assistance or eviction

- An applicant or beneficiary of the DSHS HOPWA Program cannot be denied admission to, denied assistance under, terminated from participation in, or evicted from the unit solely because they survived 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 cannot be denied assistance or occupancy rights solely based on criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:
  - A household member, guest, or other person under the control of the household perpetrates the criminal activity; and
  - A beneficiary survives actual or threatened 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 cannot 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 owners or Project Sponsors, when notified of a court order, from complying with a court order with respect to:
  - The rights of access or control of property, including civil protection orders issued to protect survivors of domestic violence, dating violence, sexual assault, or stalking; or
  - The distribution or possession of property among beneficiaries.
- VAWA does not limit owners or Project Sponsors from evicting or terminating assistance to a household for any violation unrelated to domestic violence, dating violence, sexual assault, or stalking attributable to the beneficiaries in question. However, owners or Project Sponsors must not subject a beneficiary, who survived domestic violence, dating violence, sexual assault, or stalking, or affiliates with a beneficiary who survived the same, to a more demanding standard than other beneficiaries in determining whether to evict or terminate assistance.
- VAWA does not limit owners or Project Sponsors from evicting or terminating assistance to a household when they can demonstrate the presence of an actual and imminent threat to other households or those employed at or providing services to the property of the owner or Project Sponsor if they did not evict or terminate assistance to the beneficiary or household. In this context, an “actual and imminent threat” includes words, gestures, actions, or other indicators that meet the definition of “actual and imminent threat” in 24 CFR §5.2003.
- Owners or Project Sponsors should utilize eviction or termination of assistance only when they cannot reduce or eliminate threats via other actions including but not limited to transferring survivors 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. Owners or Project Sponsors must tailor such restrictions to particularized concerns about individual beneficiaries. Restrictions predicated on public safety cannot rely on stereotypes.





**Health and Human Services (HHS)**

**Uniform Terms and Conditions - Grant**

**Version 3.2**

Published and Effective – July 2022

Responsible Office: Chief Counsel

## **ABOUT THIS DOCUMENT**

In this document, Grantees (also referred to in this document as subrecipients or contractors) will find requirements and conditions applicable to grant funds administered and passed-through by both the Texas Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). These requirements and conditions are incorporated into the Grant Agreement through acceptance by Grantee of any funding award by HHSC or DSHS.

The terms and conditions in this document are in addition to all requirements listed in the RFA, if any, under which applications for this grant award are accepted, as well as all applicable federal and state laws and regulations. Applicable federal and state laws and regulations may include, but are not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; requirements of the entity that awarded the funds to HHS; Chapter 783 of the Texas Government Code; Texas Comptroller of Public Accounts' agency rules (including Uniform Grant and Contract Standards set forth in Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code); the Texas Grant Management Standards (TxGMS) developed by the Texas Comptroller of Public Accounts; and the Funding Announcement, Solicitation, or other instrument/documentation under which HHS was awarded funds. HHS, in its sole discretion, reserves the right to add requirements, terms, or conditions.



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# ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

## 1.1 DEFINITIONS

As used in this Grant Agreement, unless a different definition is specified, or 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 Grant Agreement.

“[Contract](#)” or “[Grant Agreement](#)” means the agreement entered into by the Parties, including the Signature Document, these Uniform Terms and Conditions, along with any attachments and amendments that may be issued by the System Agency.

“[Deliverables](#)” means the goods, services, and work product, including all reports and project documentation, required to be provided by Grantee to the System Agency.

“[DSHS](#)” means the Department of State Health Services.

“[Effective Date](#)” means the date on which the Grant Agreement 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.

“[Grantee](#)” means the Party receiving funds under this Grant Agreement. May also be referred to as “subrecipient” or “contractor” in this document.

“[HHSC](#)” means the Texas Health and Human Services Commission.

“[Health and Human Services](#)” or “[HHS](#)” includes HHSC and DSHS.

“[Intellectual Property Rights](#)” means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right 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 Grantee, collectively.

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

“[Project](#)” means specific activities of the Grantee that are supported by funds provided under this Grant Agreement.

“[Signature Document](#)” means the document executed by all Parties for this Grant Agreement.

“[Solicitation](#),” “[Funding Announcement](#)” or “[Request for Applications \(RFA\)](#)” means the document (including all exhibits, attachments, and published addenda), issued by the System Agency under which applications for grant funds were requested, which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

“[Solicitation Response](#)” or “[Application](#)” means Grantee’s full and complete Solicitation response (including any attachments and addenda), which is incorporated by reference in the Grant Agreement 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 Texas Comptroller of Public Accounts’ state travel rules, policies, and guidelines.

“[Statement of Work](#)” means the description of activities Grantee must perform to complete the Project, as specified in the Grant Agreement and as may be amended.

“[System Agency](#)” means HHSC or DSHS, as applicable.

“[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 Grantee in connection with Grantee’s performance of its duties under the Grant Agreement or through use of any funding provided under this Grant Agreement.

“[Texas Grant Management Standards](#)” or “[TxGMS](#)” means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies. Under this Grant Agreement, TxGMS applies to Grantee except as otherwise provided by applicable law or directed by System Agency. Additionally, except as otherwise provided by applicable law, in the event of a conflict between TxGMS and applicable federal or state law, federal law prevails over state law and state law prevails over TxGMS.

## **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 Grant Agreement as a whole and not to any particular provision, section, attachment, or schedule of this Grant Agreement unless otherwise specified.
- C. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Grant Agreement, (i) references to contracts

(including this Grant Agreement) 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 Grant Agreement, 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 agreements, contracts, statutes, or administrative rules or regulations in the Grant Agreement are references to these documents as amended, modified, or supplemented during the term of the Grant Agreement.
- E. The captions and headings of this Grant Agreement are for convenience of reference only and do not affect the interpretation of this Grant Agreement.
- F. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Grant Agreement.
- G. This Grant Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
- H. 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.”
- I. Time is of the essence in this Grant Agreement.
- J. Prior to execution of the Grant Agreement, Grantee must notify System Agency’s designated contact in writing of any ambiguity, conflict, discrepancy, omission, or other error. If Grantee fails to notify the System Agency designated contact of any ambiguity, conflict, discrepancy, omission or other error in the Grant Agreement prior to Grantee’s execution of the Grant Agreement, Grantee:
  - i. Shall have waived any claim of error or ambiguity in the Grant Agreement; and
  - ii. Shall not contest the interpretation by the System Agency of such provision(s).

No grantee will be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

## **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 TAXES**

Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from the Grant Agreement, including, but not limited to, any federal, State, or local income, sales or excise taxes of Grantee or its employees. System Agency shall not be liable for any taxes resulting from the Grant Agreement.

## **2.3 ANCILLARY AND TRAVEL EXPENSES**

- A. Except as otherwise provided in the Grant Agreement, no ancillary expenses incurred by the Grantee 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. Except as otherwise provided in the Grant Agreement, when the reimbursement of travel expenses is authorized by the Grant Agreement, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller's *Textravel* guidelines, which can currently be accessed at: <https://fm.x.cpa.texas.gov/fmx/travel/texttravel/>.

## **2.4 BILLING**

Unless otherwise provided in the Grant Agreement, Grantee shall bill the System Agency in accordance with the Grant Agreement. Unless otherwise specified in the Grant Agreement, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

## **2.5 USE OF FUNDS**

Grantee shall expend funds under this Grant Agreement only for approved services and for reasonable and allowable expenses directly related to those services.

## **2.6 USE FOR MATCH PROHIBITED**

Grantee shall not use funds provided under this Grant Agreement for matching purposes in securing other funding without the written approval of the System Agency.

## **2.7 PROGRAM INCOME**

Program income refers to gross income directly generated by a supporting activity during the period of performance. Unless otherwise required under the Grant Agreement, Grantee shall use Program Income, as provided in TxGMS, to further the Project, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Grant Agreement, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Grant Agreement term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Grant Agreement.

## **2.8 NONSUPPLANTING**

Grant funds must be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds that have been appropriated, allocated, or disbursed for the same purpose. System Agency may conduct Grant monitoring or audits may be conducted to review, among other things, Grantee's compliance with this provision.



## **2.9 INDIRECT COST RATES**

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable Grant Agreements. For subrecipients receiving federal funds, indirect cost rates will be determined in accordance with applicable law including, but not limited to, 2 CFR 200.414(f). For recipients receiving state funds, indirect costs will be determined in accordance with applicable law including, but not limited to, TxGMS. Grantees funded with blended federal and state funding will be subject to both state and federal requirements when determining indirect costs. In the event of a conflict between TxGMS and applicable federal law or regulation, the provisions of federal law or regulation will apply. Grantee will provide any necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and TxGMS.

# **ARTICLE III. STATE AND FEDERAL FUNDING**

## **3.1 EXCESS OBLIGATIONS PROHIBITED**

This Grant Agreement is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability and actual receipt by System Agency of state or federal 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 Grantee's delivery or performance under the Grant Agreement impossible or unnecessary, the Grant Agreement 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 Grantee for any damages that are caused or associated with such termination or cancellation, and System Agency will not be required to give prior notice. Additionally, System Agency will not be liable to Grantee for any remaining unpaid funds under this Grant Agreement at time of termination.

## **3.2 NO DEBT AGAINST THE STATE**

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

## **3.3 DEBTS AND DELINQUENCIES**

Grantee agrees that any payments due under the Grant Agreement 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 during the entirety of the Grant Agreement term.

## **3.4 REFUNDS AND OVERPAYMENTS**

A. At its sole discretion, the System Agency may (i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s); or (ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice – to System Agency any funds erroneously paid by System Agency which are not expressly authorized under the Grant Agreement.

- 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 Grant Agreement, including any unapproved expenditures. Grantee understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Grant Agreement. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Grant Agreement.

## **ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS**

### **4.1 ALLOWABLE COSTS**

- A. Allowable Costs are restricted to costs that are authorized under Texas Uniform Grant Management Standards (TxGMS) and applicable state and federal rules and laws. This Grant Agreement is subject to all applicable requirements of TxGMS, including the criteria for Allowable Costs. Additional federal requirements apply if this Grant Agreement is funded, in whole or in part, with federal funds.
- B. System Agency will reimburse Grantee for actual, allowable, and allocable costs incurred by Grantee in performing the Project, provided the costs are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Grant Agreement. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from remaining funds available under this Grant Agreement in amounts necessary to fulfill Grantee’s repayment obligations. Grantee and all payments received by Grantee under this Grant Agreement are subject to applicable cost principles, audit requirements, and administrative requirements including applicable provisions under 2 CFR 200, 48 CFR Part 31, and TxGMS.
- C. OMB Circulars will be applied with the modifications prescribed by TxGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

### **4.2 AUDITS AND FINANCIAL STATEMENTS**

- A. Audits
- i. Grantee understands and agrees that Grantee is subject to any and all applicable audit requirements found in state or federal law or regulation or added by this Grant Agreement
  - ii. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee may be subject to sanctions and remedies for non-compliance.
  - iii. If Grantee, within Grantee’s fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal

threshold amount includes federal funds passed through by way of state agency awards.

- iv. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in state funds awarded, Grantee shall have a single audit or program-specific audit in accordance with TxGMS. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and TxGMS.
  - v. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits.
  - vi. Each Grantee required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with applicable provisions of 2 CFR 200 and TxGMS.
- B. Financial Statements.
- Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements for the audit period.

#### **4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS**

- A. Audits.
- Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit one electronic copy of the single audit or program-specific audit to the System Agency via:
- i. HHS portal at <https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau> or,
  - ii. Email to: [single\\_audit\\_report@hhsc.state.tx.us](mailto:single_audit_report@hhsc.state.tx.us).
- B. Financial Statements.
- Due no later than nine months after the Grantee's fiscal year-end, Grantees not required to submit an audit, shall submit one electronic copy of their financial statements via:
- i. HHS portal at <https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau>; or,
  - ii. Email to: [single\\_audit\\_report@hhsc.state.tx.us](mailto:single_audit_report@hhsc.state.tx.us).

### **ARTICLE V. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS**

#### **5.1 WARRANTY**

Grantee warrants that all work under this Grant Agreement shall be completed in a manner consistent with standards under the terms of this Grant Agreement, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Grant Agreement; 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 Grantee has failed to complete work timely or to perform satisfactorily under conditions required by this Grant Agreement, the System Agency may require Grantee, at its sole expense, to:

- i. Repair or replace all defective or damaged work;
- ii. Refund any payment Grantee received from System Agency for all defective or damaged work and, in conjunction therewith, require Grantee to accept the return of such work; and,

- iii. Take necessary action to ensure that Grantee's future performance and work conform to the Grant Agreement requirements.

## **5.2 GENERAL AFFIRMATIONS**

Grantee certifies that, to the extent affirmations are incorporated into the Grant Agreement, the Grantee has reviewed the affirmations and that Grantee is in compliance with all requirements.

## **5.3 FEDERAL ASSURANCES**

Grantee further certifies that, to the extent federal assurances are incorporated into the Grant Agreement, the Grantee has reviewed the federal assurances and that Grantee is in compliance with all requirements.

## **5.4 FEDERAL CERTIFICATIONS**

Grantee further certifies that, to the extent federal certifications are incorporated into the Grant Agreement, the Grantee has reviewed the federal certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Grant Agreement.

## **5.5 STATE ASSURANCES**

Except to the extent of any conflict under applicable law or requirements or guidelines of any federal awarding agency from which funding for this Grant Agreement originated, the Grantee must comply with the applicable state assurances included within the TxGMS which are incorporated here by reference.

# **ARTICLE VI. INTELLECTUAL PROPERTY**

## **6.1 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. Grantee and Grantee'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, Grantee 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. Grantee 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 Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee 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 Grantee. Grantee shall provide System Agency access during normal business hours to all Grantee materials, premises, and computer files containing the Work Product.

## **6.2 GRANTEE'S PRE-EXISTING WORKS**

- A. To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Grant Agreement ("**Incorporated Pre-existing Works**"), Grantee retains ownership of such Incorporated Pre-existing Works.
- B. Grantee 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. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

## **6.3 THIRD PARTY IP**

- A. To the extent that any Third Party IP is included or incorporated in the Work Product by Grantee, Grantee 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 or governmental purposes only, 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 to authorize others to do any or all of the foregoing.
- B. Grantee shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Grantee shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.
- C. Grantee shall provide System Agency all supporting documentation demonstrating Grantee's compliance with this Section 6.3, including without limitation documentation indicating a third party's written approval for Grantee to use any Third Party IP that may be incorporated in the Work Product.

## **6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS**

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this Article VI, Intellectual Property.

## **6.5 DELIVERY UPON TERMINATION OR EXPIRATION**

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

## **6.6 SURVIVAL**

The provisions and obligations of this Article survive any termination or expiration of the Grant Agreement.

## **6.7 SYSTEM AGENCY DATA**

- A. As between the Parties, all data and information acquired, accessed, or made available to Grantee by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Grantee in the course of providing data processing services in connection with Grantee's performance hereunder (the "System Agency Data"), is owned solely by System Agency.
- B. Grantee 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 Grantee to fulfill its obligations under the Grant Agreement or as authorized in advance in writing by System Agency.
- C. For the avoidance of doubt, Grantee 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. Grantee 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 Grantee's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Grantee's performance of its obligations hereunder.

# **ARTICLE VII. PROPERTY**

## **7.1 USE OF STATE PROPERTY**

- A. Grantee is prohibited from using State Property for any purpose other than performing Services authorized under the Grant Agreement.
- 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. Grantee shall not remove State Property from the continental United States. In addition, Grantee may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
- D. Grantee shall not perform any maintenance services on State Property unless the Grant Agreement expressly authorizes such Services.
- E. During the time that State Property is in the possession of Grantee, Grantee 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 Grantee's use of State Property that exceeds the Grant Agreement scope. Grantee shall fully reimburse such charges to System Agency within ten (10) calendar days of Grantee's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Grant Agreement shall constitute breach of contract and may result in termination of the Grant Agreement and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

## **7.2 DAMAGE TO STATE 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 Grantee or Grantee's employees, agents, Subcontractors, or suppliers, Grantee 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. Grantee shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Grantee shall reimburse System Agency and the State of Texas for such property damage within ten (10) calendar days after Grantee's receipt of System Agency's notice of amount due.

## **7.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT**

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

## **7.4 EQUIPMENT AND PROPERTY**

- A. The Grantee must ensure equipment with a per-unit cost of \$5,000 or greater purchased with grant funds under this award is used solely for the purpose of this Grant or is properly pro-rated for use under this Grant. Grantee must have control systems to prevent loss, damage, or theft of property funded under this Grant. Grantee shall maintain equipment management and inventory procedures for equipment, whether acquired in part or whole with grant funds, until disposition occurs.
- B. When equipment acquired by Grantee under this Grant Agreement is no longer needed for the original project or for other activities currently supported by System Agency, the Grantee must properly dispose of the equipment pursuant to 2 CFR and/or TxGMS, as applicable. Upon termination of this Grant Agreement, use and disposal of equipment by the Grantee shall conform with TxGMS requirements.
- C. Grantee shall initiate the purchase of all equipment approved in writing by the System Agency in accordance with the schedule approved by System Agency, as applicable.



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 in the Grant Agreement must be submitted to the assigned System Agency contract manager.

- D. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more, but less than \$5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered supplies.
- E. System Agency funds must not be used to purchase buildings or real property without prior written approval from System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

## **ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY**

### **8.1 RECORD MAINTENANCE AND RETENTION**

- A. Grantee 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 Grant Agreement and all state and federal rules, regulations, and statutes.
- B. Grantee shall maintain and retain legible copies of this Grant Agreement and all records relating to the performance of the Grant Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Grantee for a minimum of seven (7) years after the Grant Agreement expiration date or seven (7) years after all audits, claims, litigation or disputes involving the Grant Agreement are resolved, whichever is later.

### **8.2 AGENCY'S RIGHT TO AUDIT**

- A. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Grantee pertaining to the Grant Agreement 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, Grantee and any of Grantee'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 Grant Agreement. If the Grant Agreement 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, HHS's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, 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, Grantee shall produce original documents related to this Grant Agreement.
- 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. Grantee shall include this provision concerning the right of access to, and examination of, sites and information related to this Grant Agreement in any Subcontract it awards.

### **8.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS**

- A. Grantee 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 Grant Agreement and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the services, Grantee must provide to HHS upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Grant Agreement.

### **8.4 STATE AUDITOR'S RIGHT TO AUDIT**

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. The acceptance of funds directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement 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.

### **8.5 CONFIDENTIALITY**

Grantee 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's business activities, practices, systems, conditions and services. This section will survive termination or expiration of this Grant Agreement. This requirement must be included in all subcontracts awarded by Grantee.

## **ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES**

### **9.1 REMEDIES**

- A. To ensure Grantee's full performance of the Grant Agreement and compliance with applicable law, System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to the following:
  - i. temporarily withholding cash disbursements or reimbursements pending correction of the deficiency;
  - ii. disallowing or denying use of funds for the activity or action deemed not to be in compliance;
  - iii. disallowing claims for reimbursement that may require a partial or whole return of previous payments or reimbursements;
  - iv. suspending all or part of the Grant Agreement;
  - v. requiring the Grantee to take specific actions in order to remain in compliance with the Grant Agreement;
  - vi. recouping payments made by the System Agency to the Grantee found to be in error;
  - vii. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
  - viii. prohibiting the Grantee from receiving additional funds for other grant programs administered by the System Agency until satisfactory compliance resolution is obtained;
  - ix. withholding release of new grant agreements; and
  - x. imposing any other remedies, sanctions or penalties authorized under this Grant Agreement or permitted by federal or state statute, law, regulation or rule.
- B. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended.
- C. No action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as a waiver of any other rights or remedies available to System Agency under the Grant Agreement or pursuant to law. Additionally, no action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as an acceptance, waiver, or cure of Grantee's breach. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended or after termination.

### **9.2 TERMINATION FOR CONVENIENCE**

The System Agency may terminate the Grant Agreement, 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**

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

**i. Material Breach**

The System Agency may terminate the Grant Agreement, in whole or in part, if the System Agency determines, in its sole discretion, that Grantee has materially breached the Grant Agreement or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, whether or not such violation prevents or substantially impairs performance of Grantee's duties under the Grant Agreement. Grantee's misrepresentation in any aspect including, but not limited to, of Grantee's Solicitation Application, if any, or Grantee's addition to the SAM exclusion list (identification in SAM as an excluded entity) may also constitute a material breach of the Grant Agreement.

**ii. Failure to Maintain Financial Viability**

The System Agency may terminate the Grant Agreement if the System Agency, in its sole discretion, determines that Grantee no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the Grant Agreement.

- B. System Agency will specify the effective date of such termination in the notice to Grantee. If no effective date is specified, the Grant Agreement will terminate on the date of the notification.

#### **9.4 GRANTEE RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS**

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

#### **9.5 INHERENTLY RELIGIOUS ACTIVITIES**

Grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may engage in inherently religious activities; however, these activities must be separate in time or location from the grant-funded program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. These requirements apply to all grantees, not just faith-based organizations.

#### **9.6 POLITICAL ACTIVITIES**

Grant funds cannot be used for the following activities:

- A. Grantees and their relevant sub-grantees or subcontractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Grantees may use private, or non-System Agency money or contributions for political purposes but may not charge to, or be reimbursed from, System Agency contracts or grants for the costs of such activities.
- B. Grant-funded employees may not use official authority or influence to achieve any political purpose and grant funds cannot be used for the salary, benefits, or any other compensation of an elected official.

- C. Grant funds may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, grant funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.
- D. As applicable, Grantee will comply with 31 USC § 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

## **ARTICLE X. INDEMNITY**

### **10.1 GENERAL INDEMNITY**

- A. GRANTEE 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, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT.**
- B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.**
- C. For the avoidance of doubt, System Agency shall not indemnify Grantee or any other entity under the Grant Agreement.**

### **10.2 INTELLECTUAL PROPERTY**

**GRANTEE 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 GRANTEE PURSUANT TO THIS GRANT AGREEMENT;**
- ii. ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR**
- iii. SYSTEM AGENCY'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY GRANTEE OR OTHERWISE TO WHICH SYSTEM**

**AGENCY HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE  
UNDER THE GRANT AGREEMENT.**

**10.3 ADDITIONAL INDEMNITY PROVISIONS**

- A. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.**
- B. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.**
- C. GRANTEE 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 GRANTEE OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.**

**ARTICLE XI. GENERAL PROVISIONS**

**11.1 AMENDMENTS**

Except as otherwise expressly provided, the Grant Agreement may only be amended by a written Amendment executed by both Parties.

**11.2 NO QUANTITY GUARANTEES**

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

**11.3 CHILD ABUSE REPORTING REQUIREMENTS**

- A. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.**
- B. Grantee shall use the Texas Abuse Hotline Website located at <https://www.txabusehotline.org/Login/Default.aspx> as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.**



#### **11.4 CERTIFICATION OF MEETING OR EXCEEDING TOBACCO-FREE WORKPLACE POLICY MINIMUM STANDARDS**

- A. Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:
  - i. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
  - ii. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Grant Agreement are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
  - iii. Applying to all employees and visitors in this designated area; and
  - iv. Providing for or referring its employees to tobacco use cessation services.
- B. If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

#### **11.5 INSURANCE AND BONDS**

Unless otherwise specified in this Contract, Grantee 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. Grantee 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, Grantee 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, Grantee must produce renewal certificates for each type of coverage. In addition, if required by System Agency, Grantee must obtain and have on file a blanket fidelity bond that indemnifies System Agency against the loss or theft of any grant funds, including applicable matching funds. The fidelity bond must cover the entirety of the grant term and any subsequent renewals. The failure of Grantee to comply with these requirements may subject Grantee to remedial or corrective actions detailed in section 10.1, General Indemnity, above.

These and all other insurance requirements under the Grant apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

#### **11.6 LIMITATION ON AUTHORITY**

- A. Grantee 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 Grant Agreement; no other authority, power, or use is granted or implied. Grantee may not incur any debt,



obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.

B. Grantee may not rely upon implied authority and is not granted authority under the Grant Agreement 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 Grant Agreement. However, upon System Agency request and with reasonable notice from System Agency to the Grantee, the Grantee shall assist the System Agency in communications and negotiations regarding the Work under the Grant Agreement with state and federal governments.

#### **11.7 CHANGE IN LAWS AND COMPLIANCE WITH LAWS**

Grantee shall comply with all laws, regulations, requirements and guidelines applicable to a Grantee providing services and products required by the Grant Agreement to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the Grant Agreement. Notwithstanding Section 11.1, Amendments, above, System Agency reserves the right, in its sole discretion, to unilaterally amend the Grant Agreement 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.

#### **11.8 SUBCONTRACTORS**

Grantee may not subcontract any or all of the Work and/or obligations under the Grant Agreement without prior written approval of the System Agency. Subcontracts, if any, entered into by the Grantee shall be in writing and be subject to the requirements of the Grant Agreement. Should Grantee subcontract any of the services required in the Grant Agreement, Grantee expressly understands and acknowledges System Agency is in no manner liable to any subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Grant Agreement.

#### **11.9 PERMITTING AND LICENSURE**

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Grant Agreement 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 Grantee to provide the goods or services required by this Grant Agreement. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Grant Agreement.

#### **11.10 INDEPENDENT CONTRACTOR**

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services

under the Grant Agreement. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. The Grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. Grantee 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 Grant Agreement shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

#### **11.11 GOVERNING LAW AND VENUE**

The Grant Agreement 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 Grant Agreement 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.

#### **11.12 SEVERABILITY**

If any provision contained in this Grant Agreement is held to be 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 Grant Agreement. It is the intent and agreement of the Parties this Grant Agreement 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 Grant Agreement will continue in full force and effect.

#### **11.13 SURVIVABILITY**

Expiration or termination of the Grant Agreement for any reason does not release Grantee from any liability or obligation set forth in the Grant Agreement 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 Grant Agreement, including without limitation the provisions regarding return of grant funds, audit requirements, records retention, public information, warranty, indemnification, confidentiality, and rights and remedies upon termination.

#### **11.14 FORCE MAJEURE**

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Grant Agreement 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.

#### **11.15 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 Grantee which is in violation or breach of the terms of the Grant Agreement shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

#### **11.16 FUNDING DISCLAIMERS AND LABELING**

- A. Grantee shall not use System Agency's name or refer to System Agency directly or indirectly in any media appearance, public service announcement, or disclosure relating to this Grant Agreement including any promotional material without first obtaining written consent from System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Grantee'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 Grantee. This does not limit the Grantee's responsibility to comply with obligations related to the Texas Public Information Act or Texas Open Meetings Act.
- B. In general, no publication (including websites, reports, projects, etc.) may convey System Agency's recognition or endorsement of the Grantee's project without prior written approval from System Agency. Publications funded in part or wholly by HHS grant funding must include a statement that "HHS and neither any of its components operate, control, are responsible for, or necessarily endorse, this publication (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)" at HHS's request.

#### **11.17 MEDIA RELEASES**

- A. Grantee 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. Grantee is not authorized to make or participate in any media releases or public announcements pertaining to this Grant Agreement 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. Grantee may publish, at its sole expense, results of Grantee performance under the Grant Agreement 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.

#### **11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS**

Grantee 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 Grant Agreement will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Grant Agreement 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 Grant Agreement 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 Grant Agreement or by its conduct prior to or subsequent to entering into the Grant Agreement.

#### **11.20 ENTIRE CONTRACT AND MODIFICATION**

The Grant Agreement 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 Grant Agreement will be harmonized with this Grant Agreement to the extent possible.

#### **11.21 COUNTERPARTS**

This Grant Agreement 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 Grant Agreement.

#### **11.22 PROPER AUTHORITY**

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement.

#### **11.23 E-VERIFY PROGRAM**

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- A. all persons employed to perform duties within Texas during the term of the Grant Agreement; and
- B. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Grant Agreement within the United States of America.

#### **11.24 CIVIL RIGHTS**

- A. Grantee 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 Grant Agreement.
- B. Grantee 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. Grantee 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. Grantee 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. Grantee 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. Grantee 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, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.
- G. Grantee must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Grant Agreement. 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](mailto:HHSCivilRightsOffice@hhsc.state.tx.us).

## **11.25 ENTERPRISE INFORMATION MANAGEMENT STANDARDS**

Grantee shall conform to HHS standards for data management as described by the policies of the HHS Office of Data, Analytics, and Performance. 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.

## **11.26 DISCLOSURE OF LITIGATION**

- A. The Grantee must disclose in writing to the contract manager assigned to this Grant Agreement any material civil or criminal litigation or indictment either threatened or

pending involving the Grantee. “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 Grantee 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 Grant Agreement 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 Grantee’s financial condition.

- B. This is a continuing disclosure requirement; any litigation commencing after Grant Agreement Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

#### **11.27 NO THIRD PARTY BENEFICIARIES**

The Grant Agreement 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 Grant Agreement as a third-party beneficiary or otherwise.

#### **11.28 BINDING EFFECT**

The Grant Agreement 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. Art Penhale

Company: The Salvation Army

Street Address: 1221 River Bend Drive

City, State, Zip: Dallas, TX 75247

Phone: 214-956-6101

Fax: N/A

Email: Art.Penhale@uss.salvationarmy.org

Signature: 

Date: 8/22/23



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, 2023** 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  
P.O. Box 2333  
Fort Worth, TX 76113  
Attn: Lt. Col. Art Penhale

**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 **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:

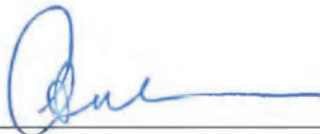
- ☒ Exhibit A is a required component of this BA Agreement. Form 1295 is attached and must be completed prior to approval of this BA Agreement by COUNTY.
- ☐ The Parties involved in this BA Agreement are governmental entities and are not required by the Texas Ethics Commission to complete their Form 1295.

Approved on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Commissioners Court Order

No. \_\_\_\_\_

**SIGNED AND EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**BUSINESS ASSOCIATE**



Signature

Art Penhale

Printed Name

Texas Divisional Commander

Title

8/22/23

Date

**COUNTY OF TARRANT  
STATE of TEXAS**

\_\_\_\_\_  
Tim O'Hare  
County Judge

**APPROVED AS TO FORM:**

James Marvin Nichols  
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	HOPWA
1. Subrecipient Name	Salvation Army-SAFW	Salvation Army-SAFW
2. Subrecipient DUNS Number	124732699	124732699
3. Federal Award Identification Number (FAIN)	5 H89HA00047-28-00	Contract # HHS001317100005
4. Federal Award Date	Original Award: January 2023 (Subject to #2 CFR 200)	June 2023
5. Subaward Period of Performance Start and End Date	March 1, 2023 - February 29, 2024	September 1, 2023 - August 31, 2024
6. Amount of Federal Funds Obligated by This Action	\$0	\$146,208
7. Total Amount of Federal Funds Obligated to the Subrecipient	\$347,497	\$146,208
8. Total Amount of the Federal Award	\$5,410,056	\$312,416
9. Federal Award Project Description, as required by FFATA	HIV Emergency Relief Project Grants	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)	Pass-Through from Housing and Urban Development (HUD) to Texas Department of State Health Services (DSHS)
11. Pass-Through Entity	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
13. CFDA Number and Name	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
15. Indirect Cost Rate	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:  
2023-985300

Date Filed:  
02/20/2023

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. - Mabee 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.

Part A FY23-24  
HIV Services

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.



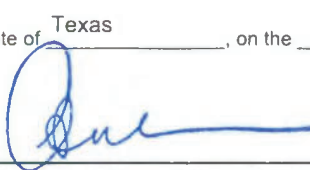
## 6 UNSWORN DECLARATION

My name is Art Penhale, and my date of birth is 10/10/1958.

My address is 1221 River Bend 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 1 day of March, 2023.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)