



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER _____

PAGE 1 OF 34

DATE: 1/14/2025

SUBJECT: CONSIDERATION OF FISCAL YEAR 2024-2027 U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS PERMANENT SUPPORTIVE HOUSING CONTRACT RENEWAL WITH TARRANT COUNTY SAMARITAN HOUSING, INC.

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider FY 2024-2027 U.S. Department of Housing and Urban Development (HUD) Housing Opportunities for Persons With AIDS (HOPWA) Permanent Supportive Housing (PSH) subrecipient contract renewal with Tarrant County Samaritan Housing, Inc. (SAM).

BACKGROUND

The HUD HOPWA PSH program is a federal program dedicated to the housing needs of people living with HIV. Samaritan House, Inc. (SAM) is the sole project sponsor of the HUD HOPWA PSH funds and has been in operation as a housing facility for homeless and low-income persons living with HIV/AIDS since 1993. In addition to housing, SAM offers an array of housing services to residents.

SAM has been a Tarrant County subrecipient for more than 20 years and is a community-based organization that delivers HIV support services for people living with HIV in Tarrant County and surrounding areas. This contract supports Medical Transportation and Referral for Health Care and Support Services.

On July 2, 2024, the Commissioners Court, through Court Order #143401, approved FY 2024-2027 HUD HOPWA PSH grant renewal application in the amount of \$958,938.00.

On November 19, 2024, the Commissioners Court, through Court Order #144227, approved FY 2024-2027 HUD HOPWA PSH grant agreement in the amount of \$958,938.00.

The HUD HOPWA PSH project and budget period will be from November 19, 2024 through November 18, 2027.

The recommended contract renewal is as follows:

SAM – Total reimbursement shall not exceed \$930,538.00

The Criminal District Attorney’s Office has reviewed this document as to form.

SUBMITTED BY	HIV Administrative Agency	PREPARED BY:	Dulce Lozano
		APPROVED BY:	Lisa McKamie-Muttiah



COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: _____ DATE: 1/14/2025 PAGE 2 OF 34

FISCAL IMPACT

All associated costs will be paid from grant allocations as follows:

HUD HOPWA Funding: Grant-2004 E0061-2027 U.S. Department of Housing and Urban Development (HUD) Housing Opportunities for Persons with AIDS (HOPWA) Permanent Supportive Housing (PSH) /1132200000 HIV Subrecipients/569013 Subrecipient Service – net impact \$958,938.00

The State of Texas §
County of Tarrant §

COMMUNITY PROJECT SPONSOR CONTRACT

1. BACKGROUND

Tarrant County, Texas (“County”) has received a grant (the “Grant”) from the U.S. Department of Housing and Urban Development (“HUD”) Housing Opportunities for Persons With AIDS (“HOPWA”) Permanent Supportive Housing (“PSH”), 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

Tarrant County Samaritan Housing, Inc. (“Project Sponsor”) is an organization in Tarrant County, Texas, that serves the homeless and very low-income Persons Living with HIV/AIDS (PLWH) population 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 Project Sponsor funds from the Grant, to the extent available, in an amount not to exceed **\$930,538.00** in exchange for Project Sponsor’s agreement to provide HIV/AIDS community services based upon certain terms and conditions.

Therefore, County and Project Sponsor enter into the following Community Project Sponsor Contract (the “Contract”) based upon the following terms and conditions.

2. SCOPE OF WORK

Project Sponsor will perform the Scope of Work described in **Attachment 1, A1-2024022**. On receipt of this Contract, Project Sponsor will begin and complete the work within the Contract term. Project Sponsor must also provide services in accordance with HUD HOPWA.

3. TERM

The term of this Contract is from **November 19, 2024 to November 18, 2027**.

4. AMENDMENTS

This Contract may not be amended without written agreement. However, Project Sponsor 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, Project Sponsor will request the reallocation in writing to County.

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

If the Project Sponsor fails to achieve contracted outcome objectives and expenditures the County may require the return of funds with reallocation or redistribution to other entities.

Project Sponsor 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 Project Sponsor 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 Project Sponsor 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 Project Sponsor 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.

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

b. Project Sponsor 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. Project Sponsor will not engage in activities that advocate or promote the violation of state or federal laws.

c. Project Sponsor assures that it will not transfer a client or patient record through any means, including electronically, to another entity, person, or other Project Sponsor without a written consent from the client or patient, or someone authorized to act on his or her behalf; however, the County may require Project Sponsor, to timely transfer a client or patient record to the County if the transfer is necessary to protect either the confidentiality of the records or the health and welfare of the client or patient.

d. Project Sponsor assures that it will not expend funds from this Grant to lobby Congress, the legislature, or any agency in connection with a particular Contract. Project Sponsor 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.

e. Project Sponsor 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.

f. Project Sponsor assures that it will comply with all requirements and guidelines outlined by the US Department of Housing and Urban Development (“HUD”) Housing Opportunities for Persons With AIDS (“HOPWA”), and County program policies and operating procedures.

g. Project Sponsor 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.

h. Project Sponsor 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 Project Sponsor.

i. Project Sponsor 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.

j. 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. Project Sponsor will be required to pay for the Provide Enterprise Licensures for new users and annual maintenance fees per licensee. Project Sponsor 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.

k. Project Sponsor assures and represents that the person signing this Contract on behalf of Project Sponsor is authorized to execute this Contract on Project Sponsor’s behalf and to legally bind Project Sponsor to all Contract terms.

l. Project Sponsor will complete and sign **Attachment 2** in compliance with the Federal Executive Order 12549 “Debarment and Suspension.”

m. Project Sponsor 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 Project Sponsor may request an annual waiver so that a Project Sponsor 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. PROJECT SPONSOR UNDERSTANDS THAT BY ENTERING INTO THIS CONTRACT COUNTY WILL AUDIT PROJECT SPONSOR’S PERFORMANCE OF THIS CONTRACT, INCLUDING PROJECT SPONSOR’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 Project Sponsor must comply with **Attachment 3, 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, Project Sponsor 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. Project Sponsor 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 tracking 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. Project Sponsor will provide agency cost allocation plan to the Administrative Agency no later than sixty (60) days from Contract execution.

9. ALLOWABLE COST

Tarrant County will pay the allowable costs incurred in performing the scope of work that are sufficiently documented. Project Sponsor 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 Project Sponsor are allowable and eligible for payment. If Tarrant County has paid funds to Project Sponsor for unallowable or ineligible costs, Tarrant County will notify Project Sponsor in writing, and Project Sponsor 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 Project Sponsor to offset reimbursement for any unallowable or ineligible expenditure that Project Sponsor 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 Project Sponsor's repayment obligations.

The Consolidated Appropriations Act, 2024, Public Law 118-47, signed into law on March 23, 2024, restricts the amount of direct salary which may be paid to an individual under an HHS grant, cooperative agreement, or applicable contract to a rate no greater than Executive Level II of the Federal Executive Pay Scale. Effective January 1, 2024, the Executive Level II salary level is \$221,900.00.

According to P.L. 118-47, 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.

10. OVERTIME COMPENSATION

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

11. MEETING ATTENDANCE

Project Sponsor 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).

12. REPORTS, INSPECTIONS, AND QM PLANS

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

b. As required by HUD HOPWA, and County, the Project Sponsor 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 HUD throughout the Contract period.

c. In order to protect and retain Client data, Project Sponsor 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. Project Sponsor 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 Project Sponsor 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 Project Sponsor must refund the ineligible amount to County. Additionally, County may withhold payment to the Project Sponsor in order to:

1. Recoup reimbursement for ineligible expenditures;
2. Recoup ineligible use of Program Income; and
3. Assure Project Sponsor compliance with County's reporting requirements, program objectives, or other requirements relating to the Project Sponsor'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 Project Sponsor must notify County in writing.

h. The Project Sponsor must submit an Annual Progress Report (APR) in accordance with 24 CFR 574.520(b). The APR is due within 30 calendar days after the end of each 12-month period of the grant, except the final APR, which is due 60 calendar days after the end date of the period of performance.

13. PARTICIPANT RECORDS

a. Project Sponsor grants County, HUD, 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 Project Sponsor 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 Project Sponsor and collocated with the non-profit in the same building.

b. County retains the right of access to Project Sponsor'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 Project Sponsor requesting that the clients receiving services under this Contract have their cases and copies of their records transferred to another Project Sponsor. Upon receiving such notice from County, the Project Sponsor 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 Project Sponsor only with client's written consent. Any disclosure or transfer of records will conform to the confidentiality provisions of this Contract.

c. Project Sponsor 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 Project Sponsor in accordance with state and federal retention schedules. If any litigation, claim, or audit involving these records begins before the retention period expires, the Project Sponsor 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.

14. **EQUIPMENT AND SUPPLIES**

a. Project Sponsor 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 Project Sponsor uses a cost reimbursement payment method for purchase of equipment, then it shall inventory all equipment. Project Sponsor 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, Project Sponsor must receive prior approval for equipment purchases.

c. The Project Sponsor will maintain, repair, and protect equipment in order to assure its full availability and usefulness. Project Sponsor will insure all equipment at its replacement value against any loss, destruction, or damage. In the event the Project Sponsor 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. Project Sponsor will attach a detailed, cumulative listing of equipment inventory to Project Sponsor's final request for Grant payment. If there have never been any equipment purchases paid for by funds from the County, Project Sponsor will attach a statement to that effect. Project Sponsor'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 Project Sponsor'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 Project Sponsor 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 Project Sponsor.

f. For the purposes of the contract, Project Sponsor 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.

15. **CONFIDENTIALITY**

Project Sponsor 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 Project Sponsor, including information required by Section 13, Participant Records, will be in accordance with applicable law. All staff must sign the required Confidentiality Agreement annually.

16. CONFLICT OF INTEREST

All employees and board members of any agency are required to complete and sign a Conflict of Interest Disclosure Form annually.

17. ENDING THE EPIDEMIC

Project Sponsor 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.

18. TERMS AND CONDITIONS OF PAYMENT

a. Tarrant County agrees to pay Project Sponsor 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 Project Sponsor to submit a complete and accurate reimbursement request.

c. Project Sponsor 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 fifteen (15) days following the end of the contract term. When HOPWA module goes live in Provide Enterprise, 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 Project Sponsor'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 Project Sponsor's accounting system); or other supporting documentation acceptable to the Project Sponsor
- Timesheets or Payroll Report (monthly, generated from Project Sponsor'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. Project Sponsor shall enter client eligibility data into Provide Enterprise within twenty-four (24) hours of conducting eligibility and enter service delivery data into Provide Enterprise within five (5) business days of providing the service.

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

f. Project Sponsor 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. Project Sponsor agrees to cooperate fully with the TCAO, SAO, or its successor in the conduct of the audit or investigation, including providing all records requested. Project Sponsor will ensure that this clause concerning the authority to audit funds received indirectly by Project Sponsor through Project Sponsor and the requirement to cooperate is included in any Project Sponsor it awards.

g. Independent Single or Program-Specific Audit. If Project Sponsor within Project Sponsor's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** in federal funds awarded, Project Sponsor 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 Project Sponsor, within Project Sponsor's fiscal year, expends a total amount of at least \$750,000 in state funds awarded, Project Sponsor 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 Project Sponsor 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 Project Sponsor to complete the Single Audit Status Registration Form. If Project Sponsor fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Project Sponsor 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. Project Sponsor shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS.

i. Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Project Sponsor 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 Imuttiah@tarrantcountytx.gov
TCAA Financial at TCAAfinancial@tarrantcountytx.gov
- (iii) Federal Audit Clearinghouse at
<https://harvester.census.gov/facweb/faqs.aspx>

If Project Sponsor 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 Project Sponsor of an audit report, Project Sponsor shall be subject to Tarrant County sanctions and remedies for non-compliance with this Contract.

19. **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 Project Sponsor, 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.

20. **PERSONNEL**

a. All personnel funded by this Contract must be employees of Project Sponsor, which is solely responsible for the employees' direction and control. Project Sponsor'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. Project Sponsor 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 sixty (60) 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 and conflict of interest forms.
- (v) A copy of appropriate licensure (if applicable).
- (vi) Documentation of annual HIV training updates.
- (vii) Form I-9 Employment Eligibility Verification.

21. **INDEPENDENT PROJECT SPONSOR**

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

22. **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.

23. CONTRACT COMPLIANCE

County may withhold funds or terminate this Contract upon thirty (30) calendar days written notice to the Project Sponsor 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.

24. GRIEVANCE

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

25. 1295 COMPLIANCE

Project Sponsor 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 6**, 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.

26. COMPLIANCE WITH LAWS

In providing the services required by this Agreement, Project Sponsor 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. Project Sponsor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

27. PROHIBITION ON BOYCOTT OF ISRAEL

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

28. BOYCOTT OF ENERGY COMPANIES PROHIBITED

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

29. BOYCOTT OF FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS PROHIBITED

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

30. MISCELLENEOUS PROVISIONS

a. Force Majeure

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

b. No Waiver of Sovereign Immunity

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

c. Entire Contract and Modification

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

d. Proper Authority

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

31. **CONTRACT ATTACHMENTS**

- a. Attachment 1: **A1-2024022**
- b. Attachment 2: Debarment and Suspension Certification
- c. Attachment 3: Business Associate Agreement
- d. Attachment 4: Pilot Program for Enhancement of Employee Whistleblower Protection
- e. Attachment 5: Federal Award Identification Checklist
- f. Attachment 6: 1295 Compliance Form

32. **NOTICES**

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

COUNTY:

Tarrant County

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

PROJECT SPONSOR:

Tarrant County Samaritan Housing, Inc.
929 Hemphill
Fort Worth, Texas 76104
Attn: Kim Robinson

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

SIGNED AND EXECUTED this _____ day of _____, 2025.

Tarrant County Samaritan Housing, Inc.
929 Hemphill
Fort Worth, Texas 76104

Signed by:
By: Kim Robinson
F2360982429A42B...
Title: President & CEO, Samaritan House
Date: 12/16/2024

COUNTY OF TARRANT

STATE OF TEXAS

By: Separate Electronic Signature Page
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, A1-2024022
SCOPE OF WORK**

1. Performance Measures

Tarrant County Samaritan Housing, Inc. will provide services to 275 households that meet or exceed guidelines set forth in the U.S. Department of Housing and Urban Development (“HUD”) Housing Opportunities for Persons With AIDS (“HOPWA”) Permanent Supportive Housing (“PSH”). For additional HUD HOPWA PSH Resources see <https://www.hudexchange.info/>.

HUD HOPWA FY 24-27 (11/19/2024-11/18/2025)	CURRENT BUDGET	
Service Categories	\$ Amount	# of Households Served
Administration	\$ 65,138.00	-
Facility Based Housing Assistance	\$ 116,656.00	60
Permanent Supportive Housing	\$ 20,984.00	15
Supportive Services	\$ 362,576.00	175
Tenant Based Rental Assistance	\$ 365,184.00	25

2. Special Provisions

Funding under the Contract for the following budgetary items is contingent upon County receiving the funds through U.S. Department of Housing and Urban Development (“HUD”) Housing Opportunities for Persons With AIDS (“HOPWA”) Permanent Supportive Housing (“PSH”).

HUD HOPWA FY 24-27 (11/19/2024-11/18/2025)	
Budget Line Item	Current Budget
Personnel	\$ 325,449.58
Fringe	\$ 71,669.39
Travel	\$ 1,000.00
Equipment	\$ -
Supplies	\$ 118,156.00
Contractual	\$ 28,922.40
Other	\$ 385,340.63
Subtotal HUD HOPWA FY 24-27 Budget	\$ 930,538.00

Total payments will not exceed \$930,538.00, of which \$65,138.00 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 within 12 months of execution of this grant agreement:
 - (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 an Annual Progress Report (APR)/Consolidated Annual Performance and Evaluation Report (CAPER), due 60 days of the end of grant operating year utilizing a standard program reporting format, as provided by HUD HOPWA. Project Sponsor accepts responsibility and accountability for compliance and timely submission of documentation required in the 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 <https://www.hudexchange.info/programs/hopwa/new-consolidated-apr-caper/>.
- 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 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.
- e. fd 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.acf.hhs.gov/grants/award-term-and-condition-trafficking-persons>. If you are unable to access this link, please contact the TCAA to obtain a copy.
- f. 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>.
- g. Project Sponsor 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.
- h. The County will review Project Sponsor's performance of this Contract. Project Sponsor's compliance with the obligations and duties imposed by this Contract will be a factor in any future allocation of grant funds during this Contract Term.
- i. Project Sponsor must comply with the HOPWA regulations, other applicable HUD regulations, and such other terms and conditions as HUD may establish for purposes of carrying out HOPWA activities in an effective and efficient manner.

- j. Project Sponsor agrees to comply with all Federal laws and regulations applicable to this agreement as administrated under HUD's rules and guidelines.

4. Counties to be Served

Tarrant, Johnson, Parker, and Wise.

Remainder of page intentionally left blank



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: Kim Robinson

Company: Tarrant County Samaritan Housing, Inc.

Street Address: 929 Hemphill St.

City, State, Zip: Fort Worth, TX 76104

Phone: (817) 332-6410 ext. 177

Fax: (817) 332-6409

Email: Krobinson@samaritanhouse.org

Signature: 

Date: 12/16/2024

STATE OF TEXAS §

§ **AMENDED BUSINESS ASSOCIATE AGREEMENT**

COUNTY OF TARRANT §

This Business Associate Agreement (“BA Agreement”) is between Tarrant County, Texas, (“COUNTY”), and **Tarrant County Samaritan Housing, Inc.** (“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 **Tarrant County Samaritan Housing, Inc.**

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, Take Charge Texas (TCT).

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 **November 19, 2024** 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:

Tarrant County Samaritan Housing, Inc
929 Hemphill St.
Fort Worth, TX 76104
Attn: Kim Robinson

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, not 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 **Tarrant County Samaritan Housing, Inc.** 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 _____, 2025, by Commissioners Court Order
No. _____.

SIGNED AND EXECUTED this _____ day of _____, 2025.

BUSINESS ASSOCIATE

Signed by:

F2360982429A42B

Signature

Kim Robinson

Printed Name

President & CEO, Samaritan House

Title

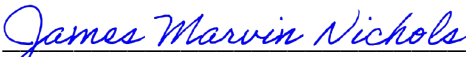
12/16/2024

Date

**COUNTY OF TARRANT
STATE of TEXAS**

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:



Criminal District Attorney's Office*

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



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	State Services	HUD HOPWA
1. Subrecipient Name	Tarrant County Samaritan Housing, Inc. (SAM)	Tarrant County Samaritan Housing, Inc. (SAM)	Tarrant County Samaritan Housing, Inc. (SAM)
2. Subrecipient DUNS Number	836578245	836578245	836578245
3. Federal Award Identification Number (FAIN)	5 H89HA00047-29-00	Contract # HHS001317000005 (State Funds)	Contract # TX-H240003
4. Federal Award Date	Original Award: January 2024 (Subject to #2 CFR 200)	March 2024	September 2024
5. Subaward Period of Performance Start and End Date	March 1, 2024 - February 29, 2025	September 1, 2024 - August 31, 2025	November 19, 2024 - November 18, 2027
6. Amount of Federal Funds Obligated by This Action	\$0	\$0	\$930,538
7. Total Amount of Federal Funds Obligated to the Subrecipient	\$175,335	\$27,648	\$930,538
8. Total Amount of the Federal Award	\$5,501,967	\$1,094,360	\$958,938
9. Federal Award Project Description, as required by FFATA	HIV Emergency Relief Project Grants	N/A (State Funds)	Ongoing support of Housing Assistance and Supportive Services required by the participants of HOPWA.
10. Name of Federal Awarding Agency	Health Resources & Service Administration (HRSA)	N/A (State Funds)	Housing and Urban Development (HUD)
11. Pass-Through Entity	Tarrant County	Tarrant County	Tarrant County
12. Contact Information for Awarding Official	Tarrant County 100 E. Weatherford Street Fort Worth, TX 76196-0001	Tarrant County 100 E. Weatherford Street Fort Worth, TX 76196-0001	Tarrant County 100 E. Weatherford Street Fort Worth, TX 76196-0001
13. CFDA Number and Name	93.914 HIV Emergency Relief Project Grants	HIV/SRVS HIV/STD Prevention and Care Branch State Services	14.241 Housing Opportunities for Persons with AIDS
14. Identification if the Award is R&D	N/A	N/A	N/A
15. Indirect Cost Rate	N/A	N/A	N/A

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Tarrant County Samaritan Housing, Inc.
FORT WORTH, TX United States

Certificate Number:
2024-1132588

Date Filed:
03/07/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County

Date Acknowledged:

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.

Ryan White A, B, SS, SS-R
Service to individuals living with HIV/AIDS

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Kim Robinson, and my date of birth is 1/26/69.

My address is 929 Hemphill Street, Fort Worth, TX, 76104, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 7 day of March, 2024.
(month) (year)

Kim Robinson
Signature of authorized agent of contracting business entity
(Declarant)

32

CO # 144550



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER _____

PAGE 1 OF 34

DATE: 1/14/2025

SUBJECT: CONSIDERATION OF FISCAL YEAR 2024-2027 U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS PERMANENT SUPPORTIVE HOUSING CONTRACT RENEWAL WITH TARRANT COUNTY SAMARITAN HOUSING, INC.

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider FY 2024-2027 U.S. Department of Housing and Urban Development (HUD) Housing Opportunities for Persons With AIDS (HOPWA) Permanent Supportive Housing (PSH) subrecipient contract renewal with Tarrant County Samaritan Housing, Inc. (SAM).

BACKGROUND

The HUD HOPWA PSH program is a federal program dedicated to the housing needs of people living with HIV. Samaritan House, Inc. (SAM) is the sole project sponsor of the HUD HOPWA PSH funds and has been in operation as a housing facility for homeless and low-income persons living with HIV/AIDS since 1993. In addition to housing, SAM offers an array of housing services to residents.

SAM has been a Tarrant County subrecipient for more than 20 years and is a community-based organization that delivers HIV support services for people living with HIV in Tarrant County and surrounding areas. This contract supports Medical Transportation and Referral for Health Care and Support Services.

On July 2, 2024, the Commissioners Court, through Court Order #143401, approved FY 2024-2027 HUD HOPWA PSH grant renewal application in the amount of \$958,938.00.

On November 19, 2024, the Commissioners Court, through Court Order #144227, approved FY 2024-2027 HUD HOPWA PSH grant agreement in the amount of \$958,938.00.

The HUD HOPWA PSH project and budget period will be from November 19, 2024 through November 18, 2027.

The recommended contract renewal is as follows:

SAM – Total reimbursement shall not exceed \$930,538.00

The Criminal District Attorney's Office has reviewed this document as to form.

SUBMITTED BY	HIV Administrative Agency	PREPARED BY:	Dulce Lozano
		APPROVED BY:	Lisa McKamie-Muttiah



COMMISSIONERS COURT
COMMUNICATION

REFERENCE NUMBER: _____ DATE: 1/14/2025 PAGE 2 OF 34

FISCAL IMPACT

All associated costs will be paid from grant allocations as follows:

HUD HOPWA Funding: Grant-2004 E0061-2027 U.S. Department of Housing and Urban Development (HUD)
Housing Opportunities for Persons with AIDS (HOPWA) Permanent Supportive Housing (PSH) /1132200000
HIV Subrecipients/569013 Subrecipient Service – net impact \$958,938.00

The State of Texas §
County of Tarrant §

COMMUNITY PROJECT SPONSOR CONTRACT

1. BACKGROUND

Tarrant County, Texas ("County") has received a grant (the "Grant") from the U.S. Department of Housing and Urban Development ("HUD") Housing Opportunities for Persons With AIDS ("HOPWA") Permanent Supportive Housing ("PSH"), 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

Tarrant County Samaritan Housing, Inc. ("Project Sponsor") is an organization in Tarrant County, Texas, that serves the homeless and very low-income Persons Living with HIV/AIDS (PLWH) population 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 Project Sponsor funds from the Grant, to the extent available, in an amount not to exceed **\$930,538.00** in exchange for Project Sponsor's agreement to provide HIV/AIDS community services based upon certain terms and conditions.

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

2. SCOPE OF WORK

Project Sponsor will perform the Scope of Work described in **Attachment 1, A1-2024022**. On receipt of this Contract, Project Sponsor will begin and complete the work within the Contract term. Project Sponsor must also provide services in accordance with HUD HOPWA.

3. TERM

The term of this Contract is from **November 19, 2024 to November 18, 2027**.

4. AMENDMENTS

This Contract may not be amended without written agreement. However, Project Sponsor 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, Project Sponsor will request the reallocation in writing to County.

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

If the Project Sponsor fails to achieve contracted outcome objectives and expenditures the County may require the return of funds with reallocation or redistribution to other entities.

Project Sponsor 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 Project Sponsor 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 Project Sponsor 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 Project Sponsor 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.

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

b. Project Sponsor 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. Project Sponsor will not engage in activities that advocate or promote the violation of state or federal laws.

c. Project Sponsor assures that it will not transfer a client or patient record through any means, including electronically, to another entity, person, or other Project Sponsor without a written consent from the client or patient, or someone authorized to act on his or her behalf; however, the County may require Project Sponsor, to timely transfer a client or patient record to the County if the transfer is necessary to protect either the confidentiality of the records or the health and welfare of the client or patient.

d. Project Sponsor assures that it will not expend funds from this Grant to lobby Congress, the legislature, or any agency in connection with a particular Contract. Project Sponsor 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.

e. Project Sponsor 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.

f. Project Sponsor assures that it will comply with all requirements and guidelines outlined by the US Department of Housing and Urban Development ("HUD") Housing Opportunities for Persons With AIDS ("HOPWA"), and County program policies and operating procedures.

g. Project Sponsor 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.

h. Project Sponsor 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 Project Sponsor.

i. Project Sponsor 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.

j. 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. Project Sponsor will be required to pay for the Provide Enterprise Licensures for new users and annual maintenance fees per licensee. Project Sponsor 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.

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

l. Project Sponsor will complete and sign **Attachment 2** in compliance with the Federal Executive Order 12549 "Debarment and Suspension."

m. Project Sponsor 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 Project Sponsor may request an annual waiver so that a Project Sponsor 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. PROJECT SPONSOR UNDERSTANDS THAT BY ENTERING INTO THIS CONTRACT COUNTY WILL AUDIT PROJECT SPONSOR'S PERFORMANCE OF THIS CONTRACT, INCLUDING PROJECT SPONSOR'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 Project Sponsor must comply with **Attachment 3, 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, Project Sponsor 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. Project Sponsor 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 tracking 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. Project Sponsor will provide agency cost allocation plan to the Administrative Agency no later than sixty (60) days from Contract execution.

9. ALLOWABLE COST

Tarrant County will pay the allowable costs incurred in performing the scope of work that are sufficiently documented. Project Sponsor 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 Project Sponsor are allowable and eligible for payment. If Tarrant County has paid funds to Project Sponsor for unallowable or ineligible costs, Tarrant County will notify Project Sponsor in writing, and Project Sponsor 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 Project Sponsor to offset reimbursement for any unallowable or ineligible expenditure that Project Sponsor 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 Project Sponsor's repayment obligations.

The Consolidated Appropriations Act, 2024, Public Law 118-47, signed into law on March 23, 2024, restricts the amount of direct salary which may be paid to an individual under an HHS grant, cooperative agreement, or applicable contract to a rate no greater than Executive Level II of the Federal Executive Pay Scale. Effective January 1, 2024, the Executive Level II salary level is \$221,900.00.

According to P.L. 118-47, 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.

10. OVERTIME COMPENSATION

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

11. MEETING ATTENDANCE

Project Sponsor 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).

12. REPORTS, INSPECTIONS, AND QM PLANS

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

b. As required by HUD HOPWA, and County, the Project Sponsor 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 HUD throughout the Contract period.

c. In order to protect and retain Client data, Project Sponsor 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. Project Sponsor 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 Project Sponsor 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 Project Sponsor must refund the ineligible amount to County. Additionally, County may withhold payment to the Project Sponsor in order to:

1. Recoup reimbursement for ineligible expenditures;
2. Recoup ineligible use of Program Income; and
3. Assure Project Sponsor compliance with County's reporting requirements, program objectives, or other requirements relating to the Project Sponsor'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 Project Sponsor must notify County in writing.

h. The Project Sponsor must submit an Annual Progress Report (APR) in accordance with 24 CFR 574.520(b). The APR is due within 30 calendar days after the end of each 12-month period of the grant, except the final APR, which is due 60 calendar days after the end date of the period of performance.

13. PARTICIPANT RECORDS

a. Project Sponsor grants County, HUD, 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 Project Sponsor 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 Project Sponsor and collocated with the non-profit in the same building.

b. County retains the right of access to Project Sponsor'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 Project Sponsor requesting that the clients receiving services under this Contract have their cases and copies of their records transferred to another Project Sponsor. Upon receiving such notice from County, the Project Sponsor 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 Project Sponsor only with client's written consent. Any disclosure or transfer of records will conform to the confidentiality provisions of this Contract.

c. Project Sponsor 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 Project Sponsor in accordance with state and federal retention schedules. If any litigation, claim, or audit involving these records begins before the retention period expires, the Project Sponsor 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.

14. EQUIPMENT AND SUPPLIES

a. Project Sponsor 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 Project Sponsor uses a cost reimbursement payment method for purchase of equipment, then it shall inventory all equipment. Project Sponsor 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, Project Sponsor must receive prior approval for equipment purchases.

c. The Project Sponsor will maintain, repair, and protect equipment in order to assure its full availability and usefulness. Project Sponsor will insure all equipment at its replacement value against any loss, destruction, or damage. In the event the Project Sponsor 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. Project Sponsor will attach a detailed, cumulative listing of equipment inventory to Project Sponsor's final request for Grant payment. If there have never been any equipment purchases paid for by funds from the County, Project Sponsor will attach a statement to that effect. Project Sponsor'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 Project Sponsor'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 Project Sponsor 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 Project Sponsor.

f. For the purposes of the contract, Project Sponsor 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.

15. CONFIDENTIALITY

Project Sponsor 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 Project Sponsor, including information required by Section 13, Participant Records, will be in accordance with applicable law. All staff must sign the required Confidentiality Agreement annually.

16. CONFLICT OF INTEREST

All employees and board members of any agency are required to complete and sign a Conflict of Interest Disclosure Form annually.

17. ENDING THE EPIDEMIC

Project Sponsor 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.

18. TERMS AND CONDITIONS OF PAYMENT

a. Tarrant County agrees to pay Project Sponsor 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 Project Sponsor to submit a complete and accurate reimbursement request.

c. Project Sponsor 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 fifteen (15) days following the end of the contract term. When HOPWA module goes live in Provide Enterprise, 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 Project Sponsor'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 Project Sponsor's accounting system); or other supporting documentation acceptable to the Project Sponsor
- Timesheets or Payroll Report (monthly, generated from Project Sponsor'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. Project Sponsor shall enter client eligibility data into Provide Enterprise within twenty-four (24) hours of conducting eligibility and enter service delivery data into Provide Enterprise within five (5) business days of providing the service.

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

f. Project Sponsor 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. Project Sponsor agrees to cooperate fully with the TCAO, SAO, or its successor in the conduct of the audit or investigation, including providing all records requested. Project Sponsor will ensure that this clause concerning the authority to audit funds received indirectly by Project Sponsor through Project Sponsor and the requirement to cooperate is included in any Project Sponsor it awards.

g. Independent Single or Program-Specific Audit. If Project Sponsor within Project Sponsor's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** in federal funds awarded, Project Sponsor 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 Project Sponsor, within Project Sponsor's fiscal year, expends a total amount of at least \$750,000 in state funds awarded, Project Sponsor 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 Project Sponsor 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 Project Sponsor to complete the Single Audit Status Registration Form. If Project Sponsor fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Project Sponsor 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. Project Sponsor shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS.

i. Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Project Sponsor 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 Imuttiah@tarrantcountytexas.gov
TCAA Financial at TCAAfinancial@tarrantcountytexas.gov
- (iii) Federal Audit Clearinghouse at
<https://harvester.census.gov/facweb/faqs.aspx>

If Project Sponsor 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 Project Sponsor of an audit report, Project Sponsor shall be subject to Tarrant County sanctions and remedies for non-compliance with this Contract.

19. 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 Project Sponsor, 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.

20. PERSONNEL

a. All personnel funded by this Contract must be employees of Project Sponsor, which is solely responsible for the employees' direction and control. Project Sponsor'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. Project Sponsor 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 sixty (60) 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 and conflict of interest forms.
- (v) A copy of appropriate licensure (if applicable).
- (vi) Documentation of annual HIV training updates.
- (vii) Form I-9 Employment Eligibility Verification.

21. INDEPENDENT PROJECT SPONSOR

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

22. 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.

23. CONTRACT COMPLIANCE

County may withhold funds or terminate this Contract upon thirty (30) calendar days written notice to the Project Sponsor 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.

24. GRIEVANCE

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

25. 1295 COMPLIANCE

Project Sponsor 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 6**, 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.

26. COMPLIANCE WITH LAWS

In providing the services required by this Agreement, Project Sponsor 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. Project Sponsor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

27. PROHIBITION ON BOYCOTT OF ISRAEL

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

28. BOYCOTT OF ENERGY COMPANIES PROHIBITED

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

29. BOYCOTT OF FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS PROHIBITED

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

30. MISCELLENEOUS PROVISIONS

a. Force Majeure

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

b. No Waiver of Sovereign Immunity

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

c. Entire Contract and Modification

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

d. Proper Authority

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

31. CONTRACT ATTACHMENTS

- a. Attachment 1: **A1-2024022**
- b. Attachment 2: Debarment and Suspension Certification
- c. Attachment 3: Business Associate Agreement
- d. Attachment 4: Pilot Program for Enhancement of Employee Whistleblower Protection
- e. Attachment 5: Federal Award Identification Checklist
- f. Attachment 6: 1295 Compliance Form

32. NOTICES

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

COUNTY:

Tarrant County

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

PROJECT SPONSOR:

Tarrant County Samaritan Housing, Inc.
929 Hemphill
Fort Worth, Texas 76104
Attn: Kim Robinson

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

SIGNED AND EXECUTED this 14th day of January, 2025.

Tarrant County Samaritan Housing, Inc.
929 Hemphill
Fort Worth, Texas 76104

Signed by:
By: Kim Robinson
F2360982429A42B...
Title: President & CEO, Samaritan House
Date: 12/16/2024

COUNTY OF TARRANT

STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

James Marwin 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: \$ 920,538.00

Kimberly M. Buchanan
Auditor Date: 1-14-25

**ATTACHMENT 1, A1-2024022
SCOPE OF WORK**

1. Performance Measures

Tarrant County Samaritan Housing, Inc. will provide services to 275 households that meet or exceed guidelines set forth in the U.S. Department of Housing and Urban Development (“HUD”) Housing Opportunities for Persons With AIDS (“HOPWA”) Permanent Supportive Housing (“PSH”). For additional HUD HOPWA PSH Resources see <https://www.hudexchange.info/>.

HUD HOPWA FY 24-27 (11/19/2024-11/18/2025)	CURRENT BUDGET	
Service Categories	\$ Amount	# of Households Served
Administration	\$ 65,138.00	-
Facility Based Housing Assistance	\$ 116,656.00	60
Permanent Supportive Housing	\$ 20,984.00	15
Supportive Services	\$ 362,576.00	175
Tenant Based Rental Assistance	\$ 365,184.00	25

2. Special Provisions

Funding under the Contract for the following budgetary items is contingent upon County receiving the funds through U.S. Department of Housing and Urban Development (“HUD”) Housing Opportunities for Persons With AIDS (“HOPWA”) Permanent Supportive Housing (“PSH”).

HUD HOPWA FY 24-27 (11/19/2024-11/18/2025)	
Budget Line Item	Current Budget
Personnel	\$ 325,449.58
Fringe	\$ 71,669.39
Travel	\$ 1,000.00
Equipment	\$ -
Supplies	\$ 118,156.00
Contractual	\$ 28,922.40
Other	\$ 385,340.63
Subtotal HUD HOPWA FY 24-27 Budget	\$ 930,538.00

Total payments will not exceed \$930,538.00, of which \$65,138.00 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 within 12 months of execution of this grant agreement:
 - (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 an Annual Progress Report (APR)/Consolidated Annual Performance and Evaluation Report (CAPER), due 60 days of the end of grant operating year utilizing a standard program reporting format, as provided by HUD HOPWA. Project Sponsor accepts responsibility and accountability for compliance and timely submission of documentation required in the 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 <https://www.hudexchange.info/programs/hopwa/new-consolidated-apr-caper/>.
- 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 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.
- e. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to: <https://www.acf.hhs.gov/grants/award-term-and-condition-trafficking-persons>. If you are unable to access this link, please contact the TCAA to obtain a copy.
- f. 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>.
- g. Project Sponsor 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.
- h. The County will review Project Sponsor's performance of this Contract. Project Sponsor's compliance with the obligations and duties imposed by this Contract will be a factor in any future allocation of grant funds during this Contract Term.
- i. Project Sponsor must comply with the HOPWA regulations, other applicable HUD regulations, and such other terms and conditions as HUD may establish for purposes of carrying out HOPWA activities in an effective and efficient manner.

- j. Project Sponsor agrees to comply with all Federal laws and regulations applicable to this agreement as administrated under HUD's rules and guidelines.

4. Counties to be Served

Tarrant, Johnson, Parker, and Wise.

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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: Kim Robinson

Company: Tarrant County Samaritan Housing, Inc.

Street Address: 929 Hemphill St.

City, State, Zip: Fort Worth, TX 76104

Phone: (817) 332-6410 ext. 177

Fax: (817) 332-6409

Email: Krobinson@samaritanhouse.org

Signature: Kim Robinson

Date: 12/16/2024

STATE OF TEXAS §

§ AMENDED BUSINESS ASSOCIATE AGREEMENT

COUNTY OF TARRANT §

This Business Associate Agreement ("BA Agreement") is between Tarrant County, Texas, ("COUNTY"), and **Tarrant County Samaritan Housing, Inc.** ("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 **Tarrant County Samaritan Housing, Inc.**

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, Take Charge Texas (TCT).

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 **November 19, 2024** 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:

Tarrant County Samaritan Housing, Inc
929 Hemphill St.
Fort Worth, TX 76104
Attn: Kim Robinson

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 Tarrant County Samaritan Housing, Inc. 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 14th day of January, 2025, by Commissioners Court Order
No. 144550.

SIGNED AND EXECUTED this _____ day of _____, 2025.

BUSINESS ASSOCIATE

Signed by:

Kim Robinson

F2360982429A42B

Signature

Kim Robinson

Printed Name

President & CEO, Samaritan House

Title

12/16/2024

Date

**COUNTY OF TARRANT
STATE of TEXAS**

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

James Marwin 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.



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	State Services	HUD HOPWA
1. Subrecipient Name	Tarrant County Samaritan Housing, Inc. (SAM)	Tarrant County Samaritan Housing, Inc. (SAM)	Tarrant County Samaritan Housing, Inc. (SAM)
2. Subrecipient DUNS Number	836578245	836578245	836578245
3. Federal Award Identification Number (FAIN)	5 H89HA00047-29-00	Contract # HHS001317000005 (State Funds)	Contract # TX-H240003
4. Federal Award Date	Original Award: January 2024 (Subject to #2 CFR 200)	March 2024	September 2024
5. Subaward Period of Performance Start and End Date	March 1, 2024 - February 29, 2025	September 1, 2024 - August 31, 2025	November 19, 2024 - November 18, 2027
6. Amount of Federal Funds Obligated by This Action	\$0	\$0	\$930,538
7. Total Amount of Federal Funds Obligated to the Subrecipient	\$175,335	\$27,648	\$930,538
8. Total Amount of the Federal Award	\$5,501,967	\$1,094,360	\$958,938
9. Federal Award Project Description, as required by FFATA	HIV Emergency Relief Project Grants	N/A (State Funds)	Ongoing support of Housing Assistance and Supportive Services required by the participants of HOPWA.
10. Name of Federal Awarding Agency	Health Resources & Service Administration (HRSA)	N/A (State Funds)	Housing and Urban Development (HUD)
11. Pass-Through Entity	Tarrant County	Tarrant County	Tarrant County
12. Contact Information for Awarding Official	Tarrant County 100 E. Weatherford Street Fort Worth, TX 76196-0001	Tarrant County 100 E. Weatherford Street Fort Worth, TX 76196-0001	Tarrant County 100 E. Weatherford Street Fort Worth, TX 76196-0001
13. CFDA Number and Name	93.914 HIV Emergency Relief Project Grants	HIV/SRVS HIV/STD Prevention and Care Branch State Services	14.241 Housing Opportunities for Persons with AIDS
14. Identification if the Award is R&D	N/A	N/A	N/A
15. Indirect Cost Rate	N/A	N/A	N/A

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Tarrant County Samaritan Housing, Inc.
FORT WORTH, TX United States

Certificate Number:
2024-1132588

Date Filed:
03/07/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County

Date Acknowledged:

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.

Ryan White A, B, SS, SS-R
Service to individuals living with HIV/AIDS

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested Party.

6 UNSWORN DECLARATION

My name is Kim Robinson and my date of birth is 1/26/69

My address is 929 Hemphill Street, Fort Worth, TX, 76104, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

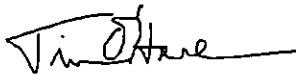
Executed in Tarrant County, State of Texas, on the 7 day of March, 2024
(month) (year)

Kim Robinson
 Signature of authorized agent of contracting business entity
(Declarant)

Consideration of the Fiscal Years 2024-2027 U.S. Department of Housing and Urban
Development Housing Opportunities for Persons With AIDS Permanent Supportive Housing
Contract Renewal with Tarrant County Samaritan Housing, Inc.

SIGNED AND EXECUTED this 14 day of January, 2025.

**COUNTY OF TARRANT
STATE OF TEXAS**

A handwritten signature in black ink that reads "Tim O'Hare". The signature is written in a cursive style with a long horizontal line extending to the right.

Tim O'Hare
County Judge
1/15/2025