CITY OF SAN JOSÉ HOUSING DEPARTMENT CONTINUATION AND SECOND AMENDMENT TO HOPWA GRANT AGREEMENT

SUMMARY PAGE

Grant Type:

HOPWA Cor

Second Amended Contract No.:

HOP-15-002B

First Amended

Contract No.:

HOP-15-002A

Original Contract

No.:

HOP-15-002

DEPARTMENT OF COMMUNITY SERVICES AND

WORKFORCE DEVELOPMENT OF THE COUNTY OF

SAN BENITO

Project:

Agency:

Housing Opportunities for People with AIDS

Description:

Continuation and Second Amendment to Agreement between CITY and GRANTEE to continue and extend the term of the agreement, increase the grant award, and amend the scope of services, performance measures, and budget schedule through Fiscal Year 2018-2019.

Housing Opportunities for People with AIDS (HOPWA) funds will be used to provide direct participant services such as rental subsidies, utilities assistance, nutritional supplementation, and dental assistance. Other services may include advocacy, housing information and resource identification. Eligibility criteria consist of an HIV/AIDS positive status and an intake procedure along with a declared need for assistance.

On July 19, 2016, CITY and GRANTEE entered into that certain HOPWA Grant Agreement for Housing Opportunities for People with AIDS awarding a grant not to exceed \$10,000 in HOPWA funds for Fiscal Year 2015-2016 and \$37,750 funds for Fiscal Year 2016-2017 for a two-year term retroactive from July 1, 2015 through June 30, 2017.

On March 16, 2018, the Parties entered into that certain Continuation and First Amendment to AGREEMENT to continue and extend the term for one additional fiscal year retroactive from July 1, 2017 through June 30, 2018, increase the grant award by \$50,000 for a total funding amount not to exceed \$97,750, amend the scope of services, performance measures, and budget schedule for Fiscal Year 2017-2018.

. The Parties desire to further amend and continue the term of the AGREEMENT for one additional fiscal year retroactive from July 1, 2018 through June 30, 2019, increase funding by \$50,000 for a total funding amount not to exceed \$147,750, amend the scope of services, performance measures, and budget schedule for Fiscal Year 2018-2019.

Funding Source: Second Amended Amount

for

Fiscal Year 2018-2019:

HOPWA

Not to Exceed \$50,000.00

First Amended Amount

for

Fiscal Year 2017-2018:

Amount for Fiscal Year

2016-2017:

Amount for Fiscal Year

2015-2016:

Total Grant Award

Not to Exceed:

Not to Exceed \$50,000.00

Not to Exceed \$37,750.00

Not to Exceed \$10,000.00

Not to Exceed \$147,750.00

Payment Terms:

See REVISED EXHIBIT D

Original Agreement Term:

1st Amended Agreement

Start Date:

Start Date:

07/01/2015

End Date:

06/30/2017

ate: 07/01/2017 End Date:

06/30/2018

2nd Amended Agreement

Term

Term:

Start Date:

07/01/2018

End Date

06/30/2019

PARTIES TO AGREEMENT:

	GRANTEE	CITY OF SAN JOSE
Agency Name:	Department of Community	Housing Department
	Services and Workforce	
	Development of the County	
	of San Benito	
Address for Legal Notice:	1111 San Felipe Road,	200 E. Santa Clara St.,
	Suite #108	12 th Floor
City/State/Zip Code:	Hollister, CA 95023	San José, CA 95113-1907
Attention:	Enrique Arreola, Deputy	Jacky Morales-Ferrand,
	Director	Director
Email Address:	earreola@cosb.us	Jacky.Morales-
		Ferrand@sanjoseca.gov
	**	
Telephone No.:	831-637-9293	408-535-3855
Taxpayer ID	94-60000530	
CITY Business License/		
Tax No.:		
Type of Entity:	County government	

State of Incorporation or Residency:	California
CONTACT INFORMATION	ON .
GRANTEE Contact Person:	Enrique Arreola
Title:	Deputy Director
Telephone No:	831-637-9293
Email:	earreola@cosb.us
CITY Contact Person:	Candy Alcosiba
Title:	Grants Analyst
Telephone No:	408-975-4419
Email:	Candy.Alcosiba@sanjoseca.gov
Second Revis Second Revis Revised Exhilt Revised Exhilt To the extent	ed Exhibit A: Scope of Service ed Exhibit B: Performance Measures/Numeric Goals ed Exhibit C: Budget bit D: Schedule of Payments bit E: General Grant Conditions applicable, the following grant provisions are required for MENT. (Check all provisions that apply.)
□ □ City □ Fede □ □ State □ □ Cour □ □ Othe	
Compliance v Revised Exhib Revised Exhib Business Enterprises (MBE/	oit F: Employee/Volunteer Clearance Verification and with the Child Abuse and Neglect Reporting Act oit G: Insurance oit H: Guidelines for Minority-Owned and Women-Owned WBE) oit I: Retroactive Services

I certify that I have read and hereby consent to all the terms and provisions contained in the attached SECOND AMENDMENT, including without limitation, all exhibits. Said SECOND AMENDMENT is hereby incorporated.

WITNESS THE EXECUTION HEREOF upon execution by CITY.

THE COUNTY OF SAN BENITO, a political subdivision of the State of California

GRANTEE Signature:

Print Name:

Title:

[Signatures Continue on Following Page.]

APPROVED AS TO LEGAL FORM SAN BENITO COUNTY COUNSEL 1-29-2019

DEPUTY COUNTY COUNSEL DATE

CITY OF SAN JOSE, a California municipal corporation

	JACKY MORALES-FERRAND, Director of Housing Housing Department	Date: _	
Approved as to form: HANA HARDY			
Deputy City Attorney		Date:	



CONTINUATION AND SECOND AMENDMENT TO CITY OF SAN JOSE HOUSING DEPARTMENT HOPWA GRANT AGREEMENT (Housing Opportunities for People with AIDS (HOPWA) Services – San Benito County)

This CONTINUATION AND SECOND AMENDMENT TO CITY OF SAN JOSE HOUSING DEPARTMENT HOPWA GRANT AGREEMENT FOR SAN BENITO COUNTY HOPWA SERVICES ("SECOND AMENDMENT") is made and entered into upon the date of execution by CITY, by and between the CITY OF SAN JOSE, a municipal corporation of the State of California ("CITY"), and COUNTY OF SAN BENITO, a political subdivision of the State of California, through its Department of Community Services and Workforce Development ("GRANTEE"). All capitalized terms used but not defined herein shall have the meaning provided in the AGREEMENT. For the purposes of this SECOND AMENDMENT, CITY and GRANTEE are sometimes collectively referred to as "Parties." This corrected second amendment supersedes the version signed by the COUNTY OF SAN BENITO on December 11, 2018.

RECITALS

WHEREAS, on July 19, 2016 CITY and GRANTEE entered into that certain agreement titled City of San José Housing Department Grant Agreement for a total grant award of \$47,750 in Housing Opportunities for People with AIDS (HOPWA) funds to support GRANTEE's San Benito County HOPWA program retroactive from July 1, 2015 through June 30, 2017 ("AGREEMENT"); and

WHEREAS, on March 16, 2018, CITY, and GRANTEE entered into that certain first amendment to the AGREEMENT ("FIRST AMENDMENT") to continue and extend the term of the AGREEMENT retroactive from July 1, 2017 through June 30, 2018, increase the grant award by \$50,000 in HOPWA funds, amend the scope of services, performance measures, and budget schedule for Fiscal Year 2017-2018, and amend the AGREEMENT to include federal guidelines on Minority-Owned Business and Women-Owned Business Enterprises (MBE/WBE) effective July 1, 2015; and

WHEREAS, pursuant to Section 14 of the AGREEMENT, CITY and GRANTEE desire to further amend the AGREEMENT to continue and extend the term of the AGREEMENT retroactive from July 1, 2018 through June 30, 2019, increase the grant award by \$50,000 in HOPWA funding for a total grant award not to exceed \$147,750.00, and amend the scope of services, performance measures, and budget schedule for Fiscal Year 2018-2019; and

WHEREAS, it is understood and agreed that GRANTEE has commenced work and incurred costs prior to execution of this SECOND AMENDMENT in anticipation of its execution; and

WHEREAS, CITY agrees to reimburse GRANTEE for those costs in accordance with the terms of this continued AGREEMENT. However, in no event shall GRANTEE be reimbursed for costs incurred prior to July 1, 2018;

NOW, THEREFORE, the Parties agree to amend the AGREEMENT as follows:

- 1. Extension of Term. The term of the AGREEMENT under Section 3 is hereby continued and extended retroactive from July 1, 2018 through June 30, 2019.
- 2. <u>Increase Funding</u>. The grant award is hereby increased by the amount of \$50,000 of HOPWA funds, for a total grant award not to exceed \$147,750.
- 3. <u>Scope of Services</u>. <u>**REVISED EXHIBIT A**</u> to the AGREEMENT is hereby replaced in its entirety with the <u>**SECOND REVISED EXHIBIT A**</u> attached hereto.
- 4. <u>Performance Measures</u>. <u>REVISED EXHIBIT B</u> to the AGREEMENT is hereby replaced in its entirety with the <u>SECOND REVISED EXHIBIT B</u>.
- 5. <u>Budget Summary</u>. <u>**REVISED EXHIBIT C**</u> to the AGREEMENT is hereby replaced in its entirety with the <u>**SECOND REVISED EXHIBIT C**</u> attached hereto.
- 6. <u>Retroactive Services</u>. <u>EXHIBIT I</u> titled "Retroactive Services" is hereby replaced in its entirety with the <u>REVISED EXHIBIT I</u> attached hereto.
- 7. No Other Amendments. CITY and GRANTEE acknowledge and agree that the AGREEMENT, as amended by this SECOND AMENDMENT, constitutes the entire agreement by and between CITY and GRANTEE relating to the grant of CITY HOPWA funds, and supersedes any and all other agreements written or oral between the Parties.
- 8. Exhibits. All exhibits attached hereto are incorporated herein by reference.
- 10. <u>Reaffirmation</u>. In the event of an inconsistency between this SECOND AMENDMENT and the AGREEMENT, the terms and conditions of this SECOND AMENDMENT shall govern and control the rights and obligations of the Parties. All other terms and conditions of the AGREEMENT not changed, amended, or modified by this SECOND AMENDMENT shall remain in full force and effect.
- 12. <u>Counterparts</u>. This SECOND AMENDMENT may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed one and the same instrument.

13. <u>Governing Law</u> . This in accordance with the laws	SECOND as of the Sta	AMENDMEN te of Californ	NT shall be go ia.	overned by ar	nd construed

SECOND REVISED EXHIBIT A

SCOPE OF SERVICES 2015-2017

1.01 Description of Project. GRANTEE shall implement the federal Housing Opportunity for Persons for AIDS ("HOPWA") program authorized by the AIDS Housing Opportunity Act ("AOHA") and amended by the Housing and Community Development Act of 1992 (Pub. L. 102-550, approved October 28, 1992) in accordance with the provisions of the grant agreement by and between the CITY and the United States Department of Housing and Urban Development ("HUD") and all rules and regulations pertaining now and hereinafter adopted with respect to the HOPWA Program (hereinafter the "Program"). The primary purpose of the Program is:

The Program is intended to provide resources and incentives to devise long-term comprehensive strategies for meeting the needs of persons with acquired immunodeficiency syndrome or related diseases and their families.

The CITY administers the HOPWA funds; GRANTEE is a non-profit corporation located in the City of Hollister; GRANTEE has qualified as a recipient of HOPWA funds for the purpose of the Program.

CITY desires to grant HOPWA funds to the GRANTEE to defray the cost of providing the above described services.

- 1.02 <u>Project Area.</u> The Project Area for the purpose of this Program is the County of San Benito.
- 1.03 <u>Location of Project.</u> Unless otherwise indicated, the Grant Services specified below will be offered at the following locations:

Site Name				Site Address
Community	Services	and	Workforce	1111 San Felipe Road, Suite #108,
Development				Hollister, CA 95023

1.04 <u>Eligibility.</u> "Eligible person" means a person with acquired immunodeficiency syndrome or related diseases who is a low-income individual and the person's family. A person with AIDS or related diseases or a family member regardless of income is eligible to receive housing information services, as described in §574.300(b)(1) of the HOPWA Regulations. Any person living in proximity to a community residence is eligible to participate in that residence's community outreach and educational activities regarding AIDS or related diseases, as provided in §574.300(b)(9) of the HOPWA Regulations.

Lower income is defined as household income at or below 80% of the median income for the project area as defined by the Secretary of HUD. This includes very low-income which is defined as household income that exceeds 30% but does not exceed 50% of the HUD median income for the project area and extremely low-income which is defined as household income that is 30% or lower of the HUD median income for the project area. GRANTEE shall document each UNDUPLICATED PARTICIPANT's eligibility on intake sheets, which shall include information about residency, client's family size, total household income, gender of head of household, race and ethnic data, medical documentation of HIV status, and client signature and certification that the intake information is accurate.

1.05 <u>Description of Services.</u>

Activity #1 Rental Assistance

Project shall provide rental assistance to low income individuals that are medically diagnosed with HIV/AIDS and their families on a monthly basis. GRANTEE will use the HUD-approved HOPWA Income Eligibility Worksheet and Tenant Income and Rent Calculation Worksheet to determine eligibility and subsidy amounts. GRANTEE will provide HOPWA subsidies directly to landlords/property managers. GRANTEE will recertify client income and eligibility annually.

Activity #2 Food Vouchers

Project shall provide food vouchers to 2-7 low income individuals with HIV/AIDS and their families on a monthly basis. GRANTEE will use the HUD-approved HOPWA Income Eligibility Worksheet to verify eligibility. GRANTEE will re-certify client income and eligibility annually.

Activity #3 Dental Assistance

General dental assistance shall be provided to project participants. GRANTEE shall provide payments directly to dentists on behalf of participants. If dental assistance includes the cost of dentures, CITY shall consider said costs on a case-by case basis. Considerations shall include:

- Cost reasonableness.
- · Whether or not the dentures are a medical necessity,
- The amount of HOPWA grant funds available for other project costs,
- Demonstrating that reasonable efforts have been made to qualify clients for available types of dental care support,
- Demonstrating that payment of dental services for dentures cannot be made from another public or private source,
- The total cost of the dentures and the dollar amount of the denture cost that this HOPWA grant would cover,
- The type of dentures (cold cured dentures, heat cured dentures, or premium heat cured dentures), and whether the request is for both upper and lower dentures.

1.06 <u>Staff. Hiring Requirements.</u> GRANTEE agrees to adhere to the requirements of Section 3 of the HUD Act of 1969 (12U.S.C. §1701u) as set forth in Section 2 of **EXHIBIT E** in the hiring of any Staff member whose position receives 50% or more of its funding from a HOPWA Grant.

1.07 Reporting Requirements.

<u>Quarterly Reports.</u> At the end of each quarter, GRANTEE shall report to the CITY's Housing Department Grants Administration the number of UNDUPLICATED PARTICIPANTS and result of productivity measures.

Outcome Measure Reports. At the end of the second and fourth quarters, GRANTEE shall submit to the CITY's Housing Department Grants Administration a narrative report detailing results of the outcome measures. The report at a minimum shall include:

- (a) a description of how the activities being provided under this Grant contribute to meeting performance measures stated in the contract;
- (b) a detailed description of how the measurement methodology was implemented and how information was collected;
- (c) a detailed description of the methodology for selecting the sample size and the population to measure including the size of the sample.

<u>Reporting Methodology.</u> All reports shall include a description of when and how information was collected, the total population being studied, the sample size used for the study, the method used to determine the sample size, and the method for selecting the sample.

Reporting Schedule. All required reports shall be submitted to the CITY's Housing Department Grants Administration no later than fifteen (15) working days after the end of the first, second, and third quarters and no later than fifteen (15) working days after the end of the fourth quarter.

1.08 <u>Cost Reimbursement.</u> Project will be reimbursed on a monthly basis, for approved invoices submitted pursuant to this Agreement. Requests for reimbursement will be made in a manner prescribed by the CITY under provisions as set forth in **EXHIBIT D**, entitled "SCHEDULE OF PAYMENTS".

1.09 Additional Provisions. n/a

SCOPE OF SERVICES 2017-2018

1.01 Description of Project. GRANTEE shall implement the federal Housing Opportunity for Persons with AIDS ("HOPWA") program authorized by the AIDS Housing Opportunity Act ("AOHA") and amended by the Housing and Community Development Act of 1992 (Pub. L. 102-550, approved October 28, 1992) in accordance with the provisions of the grant agreement by and between the CITY and the United States Department of Housing and Urban Development ("HUD") and all rules and regulations pertaining now and hereinafter adopted with respect to the HOPWA Program (hereinafter the "Program"). The primary purpose of the Program is to provide permanent supportive housing to participants and their families who are affected by human immunodeficiency virus (HIV) or acquired immunodeficiency syndrome (AIDS). The Program provides resources and incentives to devise long-term comprehensive strategies for meeting the needs of the Program participants and their families. Program activities include rent subsidies and case management supportive services to help participants secure and maintain housing. Supportive services include assistance with housing search, advocacy, housing placement, developing activities of daily living, unit maintenance, resources, referrals, transportation and medical case management and nurse case management.

The CITY administers the HOPWA funds; GRANTEE is a county government located in the City of Hollister in the County of San Benito, California; GRANTEE has qualified as a recipient of HOPWA funds for the purpose of the Program.

HOPWA funds will be used to provide direct participant services such as rental subsidies, utilities assistance, nutritional supplementation, and dental assistance. Other services may include advocacy, housing information and resource identification. Eligibility criteria consist of an HIV/AIDS positive status and an intake procedure along with a declared need for assistance. CITY desires to grant HOPWA funds to the GRANTEE to defray the cost of providing the above described services.

- 1.02 <u>Project Area.</u> The Project Area for the purpose of this Program is the County of Santa Clara.
- 1.03 <u>Location of Project.</u> Unless otherwise indicated, the Grant Services specified below will be offered at the following locations:

Site Name				Site Address					
Community	Services	and	Workforce	1111	San	Felipe	Road,	Suite	#108,
Development				Hollis	ter, C	A 95023	3		•

1.04 <u>Eligibility</u>. "Eligible person" means a person with human immunodeficiency virus (HIV) or acquired immunodeficiency syndrome (AIDS) who is a low-income individual and the person's family. A person with HIV or AIDS or a family member

regardless of income is eligible to receive housing information services, as described in §574.300(b)(1) of the HOPWA Regulations. Any person living in proximity to a community residence is eligible to participate in that residence's community outreach and educational activities regarding AIDS or related diseases, as provided in §574.300(b)(9) of the HOPWA Regulations.

Lower income is defined as household income at or below 80% of the median income for the project area as defined by the Secretary of HUD. This includes very low-income which is defined as household income that exceeds 30% but does not exceed 50% of the HUD median income for the Project Area and extremely low-income which is defined as household income that is 30% or lower of the HUD median income for the project area. GRANTEE shall document each UNDUPLICATED PARTICIPANT's (as defined in Section 1.01 of Revised Exhibit B titled "Performance Measures/Numeric Goals for 2017-2018") eligibility on intake sheets, which shall include information about residency, client's family size, total household income, and gender of head of household, race and ethnic data, medical documentation of HIV status, and client signature and certification that the intake information is accurate.

The wait list for the Project will be administered with preferences for those who are determined as vulnerable in the Housing 1000 Project registry, homeless, and/or those with a disability.

1.05 <u>Description of Services.</u>

Activity #1 Rental Assistance

Project shall provide rental assistance to low-income individuals that are medically diagnosed with HIV/AIDS and their families on a monthly basis. GRANTEE will use the HUD-approved HOPWA Income Eligibility Worksheet and Tenant Income and Rent Calculation Worksheet to determine eligibility and subsidy amounts. GRANTEE will provide HOPWA subsidies directly to landlords/property managers. GRANTEE will recertify participant income and eligibility annually.

Activity #2 Food Vouchers

Project shall provide food vouchers to eight (8) low income individuals with HIV/AIDS and their families on a monthly basis. GRANTEE will use the HUD-approved HOPWA Income Eligibility Worksheet to verify eligibility. GRANTEE will re-certify participant income and eligibility annually. Each voucher will be \$100 per participant x eight (8) participants x 12 months.

Activity #3 Dental Assistance

General dental assistance shall be provided to Project participants. GRANTEE shall provide payments directly to dentists on behalf of participants. If dental assistance includes the cost of dentures, CITY shall consider said costs on a case-by case basis. Considerations shall include:

• Cost reasonableness,

- Whether or not the dentures are a medical necessity,
- The amount of HOPWA grant funds available for other Project costs,
- Demonstrating that reasonable efforts have been made to qualify participants for available types of dental care support,
- Demonstrating that payment of dental services for dentures cannot be made from another public or private source,
- The total cost of the dentures and the dollar amount of the denture cost that this HOPWA grant would cover.

1.06 <u>Staff. Hiring Requirements.</u> GRANTEE agrees to adhere to the requirements of Section 3 of the HUD Act of 1969 (12U.S.C. §1701u) as set forth in Section 2 of **EXHIBIT** E in the hiring of any Staff member whose position receives 50% or more of its funding from a HOPWA Grant.

1.07 Reporting Requirements.

Quarterly Reports. At the end of each quarter, GRANTEE shall report to the CITY's Housing Department Grants Administration the number of UNDUPLICATED PARTICIPANTS, results of productivity measures, the number of new Project participants, and the number of new Project participants who are homeless and obtain permanent stable housing after entering the Project.

Outcome Measure Reports. At the end of the second and fourth quarters, GRANTEE shall submit to the CITY's Housing Department Grants Administration a narrative report detailing results of the outcome measures. The report at a minimum shall include:

- (a) a description of how the activities being provided under this grant contribute to meeting performance measures stated in the contract;
- (b) a detailed description of how the measurement methodology was implemented and how information was collected;
- (c) a detailed description of the methodology for selecting the sample size and the population to measure including the size of the sample.

<u>Reporting Methodology.</u> All reports shall include a description of when and how information was collected, the total population being studied, the sample size used for the study, the method used to determine the sample size, and the method for selecting the sample.

<u>Reporting Schedule.</u> All required reports shall be submitted to the CITY's Housing Department Grants Administration no later than fifteen (15) working days after the end of the SECOND, second, and third quarters and no later than fifteen (15) working days after the end of the fourth quarter.

1.08 <u>Cost Reimbursement.</u> Project will be reimbursed on a monthly basis, for approved invoices submitted pursuant to this Agreement. Requests for reimbursement will be

made in a manner prescribed by the CITY under provisions as set forth in **EXHIBIT D**, titled "SCHEDULE OF PAYMENTS".

1.09 Additional Provisions.

N/A

SCOPE OF SERVICES 2018-2019

Description of Project. GRANTEE shall implement the federal Housing Opportunity for Persons with AIDS ("HOPWA") program authorized by the AIDS Housing Opportunity Act ("AOHA") and amended by the Housing and Community Development Act of 1992 (Pub. L. 102-550, approved October 28, 1992) in accordance with the provisions of the grant agreement by and between the CITY and the United States Department of Housing and Urban Development ("HUD") and all rules and regulations pertaining now and hereinafter adopted with respect to the HOPWA Program (hereinafter the "Program"). The primary purpose of the Program is to provide permanent supportive housing to participants and their families who are affected by human immunodeficiency virus (HIV) or acquired immunodeficiency syndrome (AIDS). The Program provides resources and incentives to devise long-term comprehensive strategies for meeting the needs of the Program participants and their families. Program activities include rent subsidies and case management supportive services to help participants secure and maintain housing. Supportive services include assistance with housing search, advocacy, housing placement, developing activities of daily living, unit maintenance, resources, referrals, transportation and medical case management and nurse case management.

The CITY administers the HOPWA funds; GRANTEE is a county government located in the City of Hollister in the County of San Benito, California; GRANTEE has qualified as a recipient of HOPWA funds for the purpose of the Program.

HOPWA funds will be used to provide direct participant services such as rental subsidies, utilities assistance, nutritional supplementation, and dental assistance. Other services may include advocacy, housing information and resource identification. Eligibility criteria consist of an HIV/AIDS positive status and an intake procedure along with a declared need for assistance. CITY desires to grant HOPWA funds to the GRANTEE to defray the cost of providing the above described services.

- 1.02 <u>Project Area.</u> The Project Area for the purpose of this Program is the County of Santa Clara.
- 1.03 <u>Location of Project.</u> Unless otherwise indicated, the Grant Services specified below will be offered at the following locations:

Site Name	Site Address
Community Services and Workforce	1111 San Felipe Road, Suite #108,
Development	Hollister, CA 95023

1.04 <u>Eligibility.</u> "Eligible person" means a person with human immunodeficiency virus (HIV) or acquired immunodeficiency syndrome (AIDS) who is a low-income individual and the person's family. A person with HIV or AIDS or a family member regardless of income is eligible to receive housing information services, as described in

§574.300(b)(1) of the HOPWA Regulations. Any person living in proximity to a community residence is eligible to participate in that residence's community outreach and educational activities regarding AIDS or related diseases, as provided in §574.300(b)(9) of the HOPWA Regulations.

Lower income is defined as household income at or below 80% of the median income for the project area as defined by the Secretary of HUD. This includes very low-income which is defined as household income that exceeds 30% but does not exceed 50% of the HUD median income for the Project Area and extremely low-income which is defined as household income that is 30% or lower of the HUD median income for the project area. GRANTEE shall document each UNDUPLICATED PARTICIPANT's (as defined in Section 1.01 of SECOND REVISED EXHIBIT B titled "Performance Measures/Numeric Goals for 2018-2019") eligibility on intake sheets, which shall include information about residency, client's family size, total household income, and gender of head of household, race and ethnic data, medical documentation of HIV status, and client signature and certification that the intake information is accurate.

The wait list for the Project will be administered with preferences for those who are determined as vulnerable in the Housing 1000 Project registry, homeless, and/or those with a disability.

1.05 Description of Services.

Activity #1 Rental Assistance

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Activity #2 Food Vouchers

Project shall provide food vouchers to eight (8) low income individuals with HIV/AIDS and their families on a monthly basis. GRANTEE will use the HUD-approved HOPWA Income Eligibility Worksheet to verify eligibility. GRANTEE will re-certify participant income and eligibility annually. Each voucher will be \$100 per participant x eight (8) participants x 12 months.

Activity #3 Dental Assistance

General dental assistance shall be provided to Project participants. GRANTEE shall provide payments directly to dentists on behalf of participants. If dental assistance includes the cost of dentures, CITY shall consider said costs on a case-by case basis. Considerations shall include:

- Cost reasonableness.
- Whether or not the dentures are a medical necessity,

- The amount of HOPWA grant funds available for other Project costs,
- Demonstrating that reasonable efforts have been made to qualify participants for available types of dental care support,
- Demonstrating that payment of dental services for dentures cannot be made from another public or private source,
- The total cost of the dentures and the dollar amount of the denture cost that this HOPWA grant would cover.

1.06 <u>Staff. Hiring Requirements.</u> GRANTEE agrees to adhere to the requirements of Section 3 of the HUD Act of 1969 (12U.S.C. §1701u) as set forth in Section 2 of **EXHIBIT E** in the hiring of any Staff member whose position receives 50% or more of its funding from a HOPWA Grant.

1.07 Reporting Requirements.

Quarterly Reports. At the end of each quarter, GRANTEE shall report to the CITY's Housing Department Grants Administration the number of UNDUPLICATED PARTICIPANTS, results of productivity measures, the number of new Project participants, and the number of new Project participants who are homeless and obtain permanent stable housing after entering the Project.

<u>Outcome Measure Reports.</u> At the end of the second and fourth quarters, GRANTEE shall submit to the CITY's Housing Department Grants Administration a narrative report detailing results of the outcome measures. The report at a minimum shall include:

- (a) a description of how the activities being provided under this grant contribute to meeting performance measures stated in the contract:
- (b) a detailed description of how the measurement methodology was implemented and how information was collected;
- (c) a detailed description of the methodology for selecting the sample size and the population to measure including the size of the sample.

<u>Reporting Methodology.</u> All reports shall include a description of when and how information was collected, the total population being studied, the sample size used for the study, the method used to determine the sample size, and the method for selecting the sample.

<u>Reporting Schedule.</u> All required reports shall be submitted to the CITY's Housing Department Grants Administration no later than fifteen (15) working days after the end of the SECOND, second, and third quarters and no later than fifteen (15) working days after the end of the fourth quarter.

1.08 <u>Cost Reimbursement.</u> Project will be reimbursed on a monthly basis, for approved invoices submitted pursuant to this Agreement. Requests for reimbursement will be made in a manner prescribed by the CITY under provisions as set forth in **EXHIBIT D**, titled "SCHEDULE OF PAYMENTS".

1.09 Additional Provisions.

N/A

SECOND REVISED EXHIBIT B

PERFORMANCE MEASURES/NUMERIC GOALS FOR 2015-2016

1.01 Unduplicated Participants.

Proposed total number of unduplicated participants to be served by this Project only. For purposes of this Agreement, UNDUPLICATED PARTICIPANTS shall be defined as participants who receive services at least once a year but whom may not be counted more than once in that year. GRANTEE shall retain records documenting eligibility. Such records shall include family size, total household income, gender of head of household, race, ethnic and disability data.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
HOPWA	2	0	0	2	4
Total Project	2	0	0	2	4

1.02 Services.

Throughout the term of this Agreement, GRANTEE shall provide the following services to participants during the regular office hours 8:00 am to 5 pm, Monday through Friday

Activity 1: Rental Assistance – Number of checks

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
HOPWA	2			4	6
Total Project	2			4	6

Activity 2: Food Vouchers – Number of youchers

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
HOPWA	2			4	6
Total Project	2			4	6

Activity 3: Dental Assistance – Number of Visits

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
HOPWA	0	0	0	2	2
Total Project	0	0	0	2	2

1.03 Outcome Measure Statement and Measurement Methodology.

Measurement Methodology.

Participants' charts contain staff assessments on an ongoing basis, and reporting tools are completed on a quarterly basis for these outcomes. Internal database tracks individual payments and participant data.

Outcome	80% of enrolle	ed HOPWA parti	cipant's will hav	e maintained or
Measure #1			the participant sa	
Measurement			ant satisfaction surv	
Methodology		•		• •
	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Outcome Goal	n/a	80%	n/a	80%

1.04 GRANTEE must describe outreach efforts employed, and to be employed, to reach out to all persons including persons of the following protected categories: race, sex, color, age, religion, actual or perceived gender identity, sexual orientation, disability, ethnic or national origin, or familial status. Documentation of these efforts must be submitted along with the second and fourth quarterly performance reports.

PERFORMANCE MEASURES/NUMERIC GOALS FOR 2016-2017

1.01 Unduplicated Participants.

Proposed total number of unduplicated participants to be served by this Project only. For purposes of this Agreement, UNDUPLICATED PARTICIPANTS shall be defined as participants who receive services at least once a year but whom may not be counted more than once in that year. GRANTEE shall retain records documenting eligibility. Such records shall include family size, total household income, gender of head of household, race, ethnic and disability data.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
HOPWA	4	2	1	0	7
Total Project	4	2	1	0	7

1.02 Services.

Throughout the term of this Agreement, GRANTEE shall provide the following services to participants during the regular office hours 8:00 am to 5 pm, Monday through Friday

Activity 1: Rental Assistance – Number of checks

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
HOPWA	10	16	20	20	66
Total Project	10	16	20	20	66

Activity 2: Food Vouchers – Number of vouchers

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
HOPWA	10	16	20	20	66
Total Project	10	16	20	20	66

Activity 3: Dental Assistance of visits

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
HOPWA	1	1	1	1	4
Total Project	1	1	1	1	4

1.03 Outcome Measure Statement and Measurement Methodology.

Measurement Methodology.

Participants' charts contain staff assessments on an ongoing basis, and reporting tools are completed on a quarterly basis for these outcomes. Internal database tracks individual payments and participant data.

Outcome	80% of enrolled HOPWA participant's will have maintained or
Measure #1	established housing as stated in the participant satisfaction survey.

Measurement Methodology	Participant interv	iews and participa	nt satisfaction surv	eys.
	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Outcome Goal	n/a	80%	n/a	80%

1.04 GRANTEE must describe outreach efforts employed, and to be employed, to reach out to all persons including persons of the following protected categories: race, sex, color, age, religion, actual or perceived gender identity, sexual orientation, disability, ethnic or national origin, or familial status. Documentation of these efforts must be submitted along with the second and fourth quarterly performance reports.

PERFORMANCE MEASURES/NUMERIC GOALS FOR 2017-2018

1.01 <u>Unduplicated Participants.</u>

Proposed total number of unduplicated participants to be served by this Project only. For purposes of this Agreement, UNDUPLICATED PARTICIPANTS shall be defined as participants who receive services at least once a year but whom may not be counted more than once in that year. GRANTEE shall retain records documenting eligibility. Such records shall include family size, total household income, gender head of household, race, ethnic and disability data.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
HOPWA	6	1	0	1	8
Total Project	6	7	7	8	8

1.02 Services.

Throughout the term of this Agreement, GRANTEE shall provide the following services to participants during the regular office hours 8:00 am to 5 pm, Monday through Friday.

Activity 1: Rental Assistance – Number of checks

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
HOPWA	9	9	9	9	36
Total Project	9	18	27	36	36

Activity 2: Food Vouchers – Number of Vouchers

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
HOPWA	18	21	21	24	84
Total Project	18	39	60	84	84

Activity 3: Dental Assistance – Number of Visits

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
HOPWA	3	2	2	0	8
Total Project	3	5	8	8	8

1.03 Outcome Measure Statement and Measurement Methodology.

Measurement Methodology:

Participants' charts contain staff assessments on an ongoing basis, and reporting tools are completed on a quarterly basis for these outcomes. Internal database tracks individual payments and participant data.

Outcome	80% of pa	articipants	enrolled	HOPW	A parti	cipa	nt's	will	have
Measure #1	maintained	or establis	shed hou	sing as	stated	in	the	parti	cipant

Measurement	satisfaction surve	у		S
Methodology	Participant interv	iews and participa	nt satisfaction surv	eys.
	Overton 1	Ossantan 2	0	01
	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Outcome Goal	n/a	80%	n/a	80%

1.04 GRANTEE must describe outreach efforts employed, and to be employed, to reach out to all persons including persons of the following protected categories: race, sex, color, age, religion, actual or perceived gender identity, sexual orientation, disability, ethnic or national origin, or familial status. Documentation of these efforts must be submitted along with the second and fourth quarterly performance reports.

PERFORMANCE MEASURES/NUMERIC GOALS FOR 2018-2019

1.01 Unduplicated Participants.

Proposed total number of unduplicated participants to be served by this Project only. For purposes of this Agreement, UNDUPLICATED PARTICIPANTS shall be defined as participants who receive services at least once a year but whom may not be counted more than once in that year. GRANTEE shall retain records documenting eligibility. Such records shall include family size, total household income, gender head of household, race, ethnic and disability data.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
HOPWA	6	1	0	1	8
Total Project	6	7	7	8	8

1.02 Services.

Throughout the term of this Agreement, GRANTEE shall provide the following services to participants during the regular office hours 8:00 am to 5 pm, Monday through Friday.

Activity 1: Rental Assistance – Number of checks

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
HOPWA	9	9	9	9	36
Total Project	9	18	27	36	36

Activity 2: Food Vouchers – Number of Vouchers

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
HOPWA	18	21	21	24	84
Total Project	18	39	60	84	84

Activity 3: Dental Assistance – Number of Visits

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
HOPWA	3	2	2	0	8
Total Project	. 3	5	8	8	8

1.03 Outcome Measure Statement and Measurement Methodology.

Measurement Methodology:

Participants' charts contain staff assessments on an ongoing basis, and reporting tools are completed on a quarterly basis for these outcomes. Internal database tracks individual payments and participant data.

Outcome	80% of participants enrolled HOPWA participant's will have
Measure #1	maintained or established housing as stated in the participan

Measurement	satisfaction surve	ey.		
Methodology	Participant interv	riews and participa	nt satisfaction surv	eys.
	0995			
	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Outcome Goal	n/a	80%	n/a	80%

1.04 GRANTEE must describe outreach efforts employed, and to be employed, to reach out to all persons including persons of the following protected categories: race, sex, color, age, religion, actual or perceived gender identity, sexual orientation, disability, ethnic or national origin, or familial status. Documentation of these efforts must be submitted along with the second and fourth quarterly performance reports.

SECOND REVISED EXHIBIT C BUDGET for 2015-2016

		HOPWA
Program Services Costs:		
	Salaries.	2,500
	Benefits	1,250
Housing Assistance		
	TBRA	4,100
	Support Services (food, dental)	1,500
Housing Placement		
	Placement costs	
Admin. Costs:		
	Office supplies	50
	Occupancy	250
	Mileage	100
	Postage	50
	Telephone	50
	Utilities	50
W 38	Audit	100
Total		10,000

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BUDGET for 2016-2017

ing Assistance Tensor Assistance Tensor Assistance Tensor Assistance Tensor Assistance Tensor Audit Salaries. Salaries. Benefits TERA Support Services (food, dental) Gental) Office supplies Occupancy Mileage Postage Telephone Utilities Audit			HOPWA
ing Assistance TBRA Support Services (food, dental) In. Costs: Office supplies Occupancy Mileage Postage Telephone Utilities Audit	Program Services Costs:		
Salaries. Benefits Benefits Benefits Benefits Benefits Benefits Benefits Benefits Benefits Bupport Services (food, dental) Blacement Blacement costs Bupport Services (food, dental) Blacement Blacement costs Bupport Services (food, dental) Blacement Blacement costs Blacement Blacement costs Bupport Services B			
ing Assistance TBRA Support Services (food, dental) Ing Placement In. Costs: In. Costs		Salaries.	8,670
ing Assistance TBRA Support Services (food, dental) In Costs: Office supplies Occupancy Mileage Postage Telephone Utilities Audit		Benefits	4,330
Ing Assistance TBRA Support Services (food, dental) Ing Placement In Costs: Office supplies Occupancy Mileage Postage Telephone Utilities Audit			
ing Assistance TBRA Support Services (food, dental) Ing Placement Incosts: Office supplies Occupancy Mileage Postage Telephone Utilities Audit			
TBRA Support Services (food, dental) Placement costs Office supplies Occupancy Mileage Postage Telephone Utilities Audit Supplies Octobancy Octobanc	Housing Assistance		
Support Services (food, dental) Ing Placement Information Informati		TBRA	20,000
ng Placement Placement costs n. Costs: Office supplies Occupancy Mileage Postage Telephone Telephone Utilities Audit		Support Services (food, dental)	3,050
n. Costs: Office supplies Occupancy Mileage Postage Telephone Utilities Audit	Housing Placement		
n. Costs: Office supplies Occupancy Mileage Postage Telephone Utilities Audit 37,		Placement costs	
n. Costs: Office supplies Occupancy Mileage Postage Telephone Utilities Audit 37,			
Office supplies Occupancy Mileage Postage Telephone Utilities Audit 37,	Admin. Costs:		
Occupancy Mileage Postage Telephone Utilities Audit 37,		Office supplies	400
Mileage Postage Telephone Utilities Audit 37,		Occupancy	200
Postage Telephone Utilities Audit 37,		Mileage	300
Telephone Utilities Audit 37,	7	Postage	50
Utilities Audit 37,		Telephone	50
Audit Audit 37,		Utilities	250
		Audit	150
	Total		37,750

BUDGET for 2017-2018

		HOPWA Fund
Program Services Costs:		
	Salaries.	\$8,570
	Benefits	\$3,430
		\$12,000
Housing Assistance		
8	TBRA	\$13,400
	Support Services (food, dental)	\$17,600
Housing Placement		
	Placement costs	
Admin. Costs:		
	Office supplies	\$200
	Occupancy	\$600
	Mileage	\$100
	Postage	\$50
	Telephone	\$100
	Utilities	\$200
	Audit	\$750
	Indirect (10%)	\$5000
Total		\$50,000

BUDGET for 2018-2019

		HOPWA
Program Services Costs:		
	Salaries.	\$8,570
a	Benefits	\$3,430
		\$12,000
Housing Assistance		
	TBRA	\$13,400
	Support Services (food, dental)	\$17,600
Housing Placement		
	Placement costs	
Admin. Costs:		
	Office supplies	\$200
	Occupancy	\$600
	Mileage	\$100
	Postage	\$50
	Telephone	\$100
	Utilities	\$200
	Audit	\$750
	Indirect (10%)	\$5000
Total		\$50,000

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REVISED EXHIBIT I RETROACTIVE SERVICES

The term of this AGREEMENT shall be retroactive from July 1, 2018, and shall continue through June 30, 2019. It is understood and agreed that GRANTEE has commenced work and incurred costs prior to execution of this AGREEMENT in anticipation of its execution.

CITY agrees to reimburse GRANTEE for those costs in accordance with the terms of the AGREEMENT. However, in no event shall GRANTEE be reimbursed for costs incurred prior to July 1, 2018.