



**SAN BENITO COUNTY
AGENDA ITEM
TRANSMITTAL FORM**

Mark Medina
District No. 1

Anthony Botelho
District No. 2
Vice - Chair

Robert Rivas
District No. 3

Jerry Muenzer
District No. 4

Jaime De La Cruz
District No. 5
Chair

Item Number: 16.

MEETING DATE: 12/12/2017

DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY

DEPT HEAD/DIRECTOR: James A. Rydingsword

AGENDA ITEM PREPARER: Enrique Arreola

SBC DEPT FILE NUMBER: 130

SUBJECT:

HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD

Approve contract amendment with the City of San Jose for the Housing Opportunities for Persons with AIDS (HOPWA) in the amount of \$50,000 retroactive to July 1, 2017.

SBC FILE NUMBER: 130

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

CSWD has been awarded a HOPWA (Housing Opportunity for People Living with Aids) contract from the City of San Jose in the amount of \$50,000 for FY 2017-2018. CSWD will provide essential safety-net services to eligible clients in the form of renters, utilities, food and dental assistance on a monthly basis. The State has designated the City of San Jose as the regional administrator of the HOPWA funds for San Benito County and Bay Area Counties. The previous HOPWA contract with the City of San Jose expired on June 30, 2017, the amendment for the FY 2017/2018 funding is retroactive to July 1, 2017. The contract amendment must first be approved by San Benito County.

The FY17/18 budget was approved with this grant at \$37,750 therefore the attached budget adjustment form will allow for receipt and appropriation of the additional revenue, \$12,250.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

240.80.2555.2745

CURRENT FY COST:

50,000

STAFF RECOMMENDATION:

Approve the HOPWA contract amendment in the amount of \$50,000 for FY 2017/18 with the City of San Jose retroactive to July 1, 2017 and authorize the H&HSA Director to execute and sign said contract.

ADDITIONAL PERSONNEL: No

BOARD ACTION RESULTS:

Approved per staff recommendation. (5/0 vote)

ATTACHMENTS:

Description

HOPWA Contract Amendment 15-002A
Budget Adjustment

Upload Date

11/30/2017
11/15/2017

Type

Contract Amendment
Budget Amendment

REVIEWERS:

Department

Health and Human Services Agency
Health and Human Services Agency
Health and Human Services Agency
Health and Human Services Agency
Health and Human Services Agency
County Administration Office

Reviewer

Areola, Enrique
Larca, Cynthia
Valencia, Irma
Larca, Cynthia
Graves, Chase
Graves, Chase

Action

Approved
Approved
Approved
Approved
Approved
Approved

Date

11/13/2017 - 10:56 PM
11/30/2017 - 11:28 AM
11/30/2017 - 3:34 PM
12/1/2017 - 5:26 PM
12/7/2017 - 7:36 PM
12/8/2017 - 6:43 PM

COUNTY OF SAN BENITO
BUDGET ADJUSTMENT/TRANSFER

Please Indicate Type:

Fiscal Year: 2017-2018

Department: Health & Human Services

Org Key: CSWD 240.80.2555

Appropriation/Est. Revenue Increase
(Requires 4/5 Board of Supervisors Approval)

Contingency Transfer
(Requires 4/5 Board of Supervisors Approval)

Interdepartmental Transfer or
Interobject Transfer > \$25,000
(Requires Board of Supervisors Approval)

Interobject Transfer < \$25,000
(Requires Admin. and Auditor Approval)

Intraobject Transfer
(Requires Auditor Approval)

<u>LOGOS #</u>	<u>Description</u>	<u>Exp. Decrease/ Rev. Increase</u>	<u>Exp. Increase Rev. Decrease</u>
240.80.2555.2745.556.001	FEDERAL AID - GRANTS	12,250	
240.80.2555.2745.630.115	OTHER CHARGES - RENT ASSISTANCE		12,250
Total		\$ 12,250	\$ 12,250

Comments: 2017-2017 HOPWA GRANT FOR \$50,000 ORIGINAL BUDGET INCLUDED \$37,750. ADDITIONAL \$12,250 TO BE ADDED TO THE BUDGET

Submitted: Cynthia Larca Department Head/Authorized Signature Date: 11/14/17

Verification of Sufficient Funds: Leann Goales Auditor-Controller Date: 11-14-17

Approval: [Signature] Administrative Officer Date: 12-12-17

Approval by Board of Supervisors Date: 12/12/17

5st Attested: Janet Slipsages Clerk of the Board: Date: 12/12/17 Vote: 5 Yes 0 No

AUDITOR USE ONLY
Budget Adjustment No: _____
Date Batch Input Completed: _____ By: _____

CONTINUATION AND FIRST AMENDMENT TO GRANT AGREEMENT

This CONTINUATION AND FIRST AMENDMENT TO GRANT AGREEMENT is entered into this 1st day of July, 2017 by the CITY OF SAN JOSE, a municipal corporation ("CITY") and THE COUNTY OF SAN BENITO, a political subdivision of the State of California, through its Department of Community Services and Workforce Development ("GRANTEE").

SUMMARY PAGE

Grant Type:	<u>HOPWA</u>	Contract No.:	<u>HOP-15-002A</u>
		Original Contract No.	<u>HOP-15-002</u>

Agency:	DEPARTMENT OF COMMUNITY SERVICES AND WORKFORCE DEVELOPMENT OF THE COUNTY OF SAN BENITO
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Project:	Housing Opportunities for People with AIDS
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Description:	<p>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.</p> <p>Continuation and FIRST Amendment to Agreement between CITY and GRANTEE. In July 2016, CITY approved funding of a HOPWA grant to GRANTEE for a two-year term retroactive from July 1, 2015. The parties hereto desire to extend the term of the Agreement for one additional fiscal year to June 30, 2018 retroactive from July 1, 2017, increase funding by \$50,000, and amend the performance measures and budget schedule.</p>
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Funding Source:	<u>HOPWA</u>
Amended Amount for Fiscal Year 2017-2018	<u>Not to Exceed \$50,000.00</u>
Amended Amount for Fiscal Year 2016-2017:	<u>Not to Exceed \$37,750.00</u>
Amended Amount for Fiscal Year 2015-2016:	<u>Not to Exceed \$10,000.00</u>

Total Grant Award
 Not to Exceed: Not to Exceed \$97,750.00

Payment Terms: See **REVISED EXHIBIT D**

Original Agreement Term: Start Date: 07/01/2015 End Date: 06/30/2017
 1st Amended Agreement
 Term: Start Date: 07/01/2017 End Date: 06/30/2018

PARTIES TO AGREEMENT:

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

CONTACT INFORMATION

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:	<u>Candy.Alcosiba@sanjoseca.gov</u>

REVISED EXHIBIT LIST:

- | YES | N/A | |
|-------------------------------------|-------------------------------------|-------------------------------------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Revised Exhibit A: Scope of Service |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Revised Exhibit B: Performance Measures/Numeric Goals |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Revised Exhibit C: Budget |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Revised Exhibit D: Schedule of Payments |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Revised Exhibit E: General Grant Conditions |

To the extent applicable, the following grant provisions are required for this AGREEMENT. (Check all provisions that apply.)

- | YES | N/A | <u>REQUIRED LANGUAGE ATTACHMENT</u> |
|-------------------------------------|-------------------------------------|--------------------------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | City of San José Funding |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Federal |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | State |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | County |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other Public Agency |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Private Funding Agency |

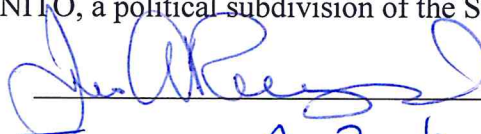
- | | | |
|-------------------------------------|-------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Revised Exhibit F: Employee/Volunteer Clearance Verification and Compliance with the Child Abuse and Neglect Reporting Act |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Revised Exhibit G: Insurance |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Exhibit H: Guidelines for Minority-Owned and Women-Owned Business Enterprises (MBE/WBE) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Exhibit I: Retroactive Services |

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

WITNESS THE EXECUTION HEREOF the day and year first hereinabove written.

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

GRANTEE Signature:



Date: 12/12/17

Print Name:

James A. Rydingsword

Title:

Director HHSA

CITY OF SAN JOSE, a California municipal corporation

Date: _____

JACKY MORALES-FERRAND,
Director of Housing
Housing Department

Approved as to form:
HANA HARDY
Deputy City Attorney

Date: _____



APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL
 11-30-17
DEPUTY COUNTY COUNSEL DATE

CONTINUATION AND FIRST AMENDMENT TO CITY OF SAN JOSE
HOUSING DEPART-MENT GRANT AGREEMENT
(San Benito County HOPWA)

This FIRST AMENDMENT TO HOPWA GRANT AGREEMENT FOR SAN BENITO COUNTY HOPWA SERVICES (“FIRST AMENDMENT”) is entered into this 12th day of December, 2017 by 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 FIRST AMENDMENT, CITY and GRANTEE are sometimes collectively referred to as “Parties.”

RECITALS

WHEREAS, on July 1, 2015, CITY and GRANTEE entered into that certain agreement titled City of San José Housing Department Grant Agreement for a grant 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, pursuant to Section 14, CITY and GRANTEE desire to further amend the Agreement to retroactively extend the term of the Agreement from July 1, 2017 through June 30, 2018, modify the scope of services, amend the performance measures, amend the budget to reflect funding for the one additional year, Fiscal Year 2017-2018 in the amount of \$50,000, and amend the Agreement to include federal guidelines on Minority-Owned Business and Women-Owned Business Enterprises (MBE/WBE) effective July 1, 2015;

WHEREAS, it is understood and agreed that GRANTEE has commenced work and incurred costs prior to execution of this FIRST 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, 2017;]

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, 2017 through June 30, 2018.

2. Increase Funding. The grant award is hereby increased by the amount of **Fifty-Thousand Dollars** (\$50,000) of HOPWA funds, for a total grant award not to exceed \$97,750.
3. Scope of Services. **EXHIBIT A** to the AGREEMENT is hereby replaced in its entirety with the **REVISED EXHIBIT A** attached hereto.
4. Performance Measures. **EXHIBIT B** to the AGREEMENT is hereby replaced in its entirety with the **REVISED EXHIBIT B**.
5. Budget Summary. **EXHIBIT C** to the AGREEMENT is hereby replaced in its entirety with the **REVISED EXHIBIT C** attached hereto.
6. Payments to Grantee. **EXHIBIT D** to the AGREEMENT is hereby replaced in its entirety with the **REVISED EXHIBIT D** attached hereto.
7. MBE/WBE Guidelines. **EXHIBIT H** titled “Guidelines for Minority-Owned and Women-Owned Business Enterprises (MBE/WBE)” is hereby appended to the AGREEMENT.
8. Retroactive Services. **EXHIBIT I** titled “Retroactive Services” is hereby appended to the AGREEMENT.
9. No Other Amendments. CITY and GRANTEE acknowledge and agree that the AGREEMENT, as amended by this FIRST 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.
10. Exhibits. All exhibits attached hereto are incorporated herein by reference.
11. Reaffirmation. In the event of an inconsistency between this FIRST AMENDMENT and the AGREEMENT, the terms and conditions of this FIRST 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 FIRST AMENDMENT shall remain in full force and effect.
12. Counterparts. This FIRST 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. Governing Law. This FIRSTAMENDMENT shall be governed by and construed in accordance with the laws of the State of California.

14. Title. The title of the AGREEMENT is hereby amended to read “City of San José Housing Department HOPWA Grant Agreement For San Benito County HOPWA Services”.

REVISED EXHIBIT 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 Project Area. The Project Area for the purpose of this Program is the County of Santa Clara.

1.03 Location of Project. Unless otherwise indicated, the Grant Services specified below will be offered at the following locations:

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

1.04 Eligibility. “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 Description of Services.

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 Staff. Hiring Requirements. 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.

Reporting Methodology. 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 Cost Reimbursement. 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

REVISED EXHIBIT B

PERFORMANCE MEASURES/NUMERIC GOALS FOR 2017-2018

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 Measure #1	80% of participants enrolled HOPWA participant's will have maintained or established housing as stated in the participant satisfaction survey. .			
Measurement Methodology	Participant interviews and participant satisfaction surveys.			
	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 Measure #1	80% of enrolled HOPWA participant's will have maintained or established housing as stated in the participant satisfaction survey.
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Measurement Methodology	Participant interviews and participant satisfaction surveys.			
	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 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	0	0	4	6
Total Project	2	0	0	4	6

Activity 2: Food Vouchers – Number of vouchers

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
HOPWA	2	0	0	4	6
Total Project	2	0	0	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 Measure #1	80% of enrolled HOPWA participant's will have maintained or established housing as stated in the participant satisfaction survey.
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Measurement Methodology	Participant interviews and participant satisfaction surveys.			
	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.

REVISED EXHIBIT C

BUDGET for 2017-2018

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

BUDGET for 2016-2017

		HOPWA Fund
<u>Program Services Costs:</u>		
	Salaries.	8,670
	Benefits	4,330
Housing Assistance		
	TBRA	20,000
	Support Services (food, dental)	3,050
Housing Placement		
	Placement costs	
<u>Admin. Costs:</u>		
	Office supplies	400
	Occupancy	500
	Mileage	300
	Postage	50
	Telephone	50
	Utilities	250
	Audit	150
Total		37,750

BUDGET for 2015-2016

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

EXHIBIT H
GUIDELINES FOR MINORITY-OWNED AND WOMEN-OWNED BUSINESS
ENTERPRISES (MBE/WBE)

Section 281 of the National Affordable Housing Act requires each contractor to prescribe procedures to establish and oversee a minority outreach program for the receipt of all federal housing and community development funds including CDBG, HOME, HOPWA, ESG, Section 108, and BEDI grants.

The program shall include minority and women-owned businesses in all contracting activities entered into by the contractor to facilitate the provision of affordable housing authorized under this Act or any other federal housing law applicable to such jurisdiction.

Definitions:

- **The City:** The primary grantee of federal housing and community development funds is the City of San José.
- **Developer/Contractor/Subrecipient:** The individual, company, corporation, partnership, business, or other entity that enters into a contract with the City of San José to carry out the work, service, or project specified in connection with receiving a federal HUD grant.
- **Subcontractor:** Any entity which has agreed to undertake a portion of the developer/contractor/subrecipient general contract.
- **Minority-Owned Business Enterprise (MBE):** Business primarily (51%) owned, operated and controlled by one or more members of the following race/ethnicity: Pacific Islander, American Native, African American/Black, American Indian/Alaskan Native, Hawaiian/Pacific Islander, Asian, or Hispanic.
- **Women-Owned Business Enterprise (WBE):** Primarily (51%) owned by one or more females.

Required Program Participants' Responsibility:

- The CITY will ensure that when soliciting bids for service, construction, or maintaining “contractor lists” for developers/contractor/subrecipient, the CITY will use the outreach provisions described under “Outreach Criteria.”
- The CITY will require its developers/contractors/subrecipient to carry out the provisions of MBE/WBE when soliciting bids of subcontractors.

Applicability:

- When the CITY makes a grant to a developer/contractor/subrecipient for services or construction.
- When a developer/contractor/subrecipient subcontracts for services or construction.

- When the grant received by the developer/contractor/subrecipient or subcontractor exceeds \$10,000.
- When the developer/contractor/subrecipient or subcontractor is a for-profit organization/business, or a nonprofit hires a for-profit subcontractor.

Steps to Meeting the Reporting Requirements:

1. If applicable, each developer/contractor/subrecipient will need to self-certify to the CITY whether it is an MBE/WBE. A form will be provided to each agency awarded funds and reported annually by the developer/contractor/subrecipient.
2. Each developer/contractor/subrecipient will ensure that every subcontractor also self-certifies whether it is a MBE/WBE and this information is reported annually.
3. The CITY will follow the guidelines for “Outreach” when soliciting bids for developer/contractor/subrecipient.
4. Each developer/contractor/subrecipient will follow the guidelines for “Outreach” when soliciting bids for subcontractors and will report these efforts annually to the Housing Department.

Required Outreach Criteria:

- The Housing Department will maintain a list of local MBE/WBE companies and addresses and distribute to all developers/contractors/subrecipients.
- The Housing Department Rehabilitation Division will ensure that its “Contractor List” includes MBE/WBEs for homeowners to use when selecting eligible contractors. The list will be updated annually and include outreach to MBE/WBEs.
- When developers/contractors/subrecipients are soliciting bids from subcontractors, they will include in any notice to local newspaper that “Women and Minority Owned Businesses are strongly encouraged to apply.” Developers/contractors/subrecipients, when feasible, are strongly encouraged to consider posting in Spanish and Vietnamese newspapers.
- When the Housing Department announces Notices of Funding Availability or Community Development Block Grants application availability, efforts will be made to include in local newspaper posting that “Women and Minority Owned Businesses are strongly encouraged to apply” and printed, when feasible, in Spanish and Vietnamese newspapers.

EXHIBIT I
RETROACTIVE SERVICES

The term of this AGREEMENT shall be retroactive from July 1, 2017, and shall continue through June 30, 2018. 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, 2017.