

**CITY OF SAN JOSE
HOUSING DEPARTMENT
CONTINUATION AND FIFTH AMENDMENT TO ESG, HALA, HEAP, HTF, AND
MEASURE E GRANT AGREEMENT**

SUMMARY PAGE

		ESG-18-001E
		ESG-18-001D
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		ESG-18-001B
Grant Type:	<u>ESG, HALA, HEAP, HTF, Measure E</u>	Contract No.: <u>ESG-18-001A</u>

Original Contract No.: ESG-18-001

Grantee: People Assisting the Homeless ("PATH")

Project: PATH Targeted Outreach for Unhoused Populations Program

Description:

Continuation and Fifth Amendment to Grant Agreement between CITY and GRANTEE to increase the Grant Award and amend the Performance Measures and Budget Summary through the Fiscal Year 2022-2023.

PATH shall implement a homeless outreach and engagement program in Downtown San José, the Coyote Creek Project Areas as identified through the Direct Discharge Program, and any area hotspots identified by City staff, including encampments and libraries. PATH shall establish dedicated community outreach and mobile case management teams, conduct a thorough assessment to establish the geography and extent of homelessness in the outreach areas, engage local service providers and community stakeholders, and conduct permanent housing location, placement, and retention activities.

On November 10, 2021, CITY and GRANTEE entered into that certain Continuation and Fourth Amendment to the City of San José Housing Department ESG, HALA, and HEAP Grant Agreement for the PATH Outreach for Unhoused Populations Program for a one-year term retroactive from July 1, 2021, through June 30, 2022.

On March 28, 2022, CITY approved funding to GRANTEE for a one-year term expiring on June 30, 2023. The Parties desire to continue and extend the AGREEMENT term retroactive from July 1, 2022, through June 30, 2023 one additional fiscal year to June 30, 2023.

Funding Source:

Fifth Amended Amount for FY 2022-2023: ESG: \$555,823
Measure E: \$555,823
FY 22-23 Total: \$1,111,646

Fourth Amended Amount for FY 2021-2022: ESG: \$428,823
HALA: \$471,177
FY 21-22 Total: \$900,000

Third Amended Amount for FY 2020-2021: ESG: \$439,844
HTF: \$460,156
FY 20-21 Total: \$900,000

Second Amended Amount for FY 2019-2020: ESG: \$421,679
HALA: \$478,321
HEAP: \$35,000
FY 19-20 Total: \$935,000

First Amended Amount and Original Amount for FY 2018-2019: ESG: \$409,494
HALA: \$420,000
FY- 18-19 Total: \$829,494

Total Grant Award Not to Exceed: Measure E: \$555,823
ESG: \$2,255,663
HALA: \$1,713,675
HEAP: \$35,000
HTF: \$460,156
Total: \$4,476,140

Resolution/Authority: Resolution 80438, 80717

Payment Terms: See **EXHIBIT D**

Fifth Amended Agreement Term: Start Date: 07/01/2022 End Date: 06/30/2023

Fourth Amended Agreement Term: Start Date: 07/01/2021 End Date: 06/30/2022

Third Amended Agreement Term: Start Date: 07/01/2020 End Date: 06/30/2021

Second Amended Agreement Term: Start Date: 07/01/2019 End Date: 06/30/2020

First Amended Agreement Term: Start Date: 10/01/2018 End Date: 06/30/2019

Original Agreement Term: Start Date: 10/01/2018 End Date: 06/30/2019

PARTIES TO AGREEMENT:

	GRANTEE	CITY OF SAN JOSE
Name:	People Assisting the Homeless ("PATH")	Housing Department
Address for Legal Notice:	340 N. Madison Ave Los Angeles, CA 90004	200 E. Santa Clara St., 12 th Floor San José, CA 95113-1907
Attention:	Jennifer Hark Dietz	Jacky Morales-Ferrand, Director
Email Address:	jenniferd@egath.org	Jacky.Morales-Ferrand@sanjoseca.gov
Telephone No.:	323-644-2229	408-535-3855
Taxpayer ID	95-3950196	
DUNS No.:	847856390	
Type of Entity:	501 (c) 3 – the public benefit corporation	
State of Incorporation or Residency:	California	

CONTACT INFORMATION

GRANTEE Contract Manager:	Laura Sandoval
Title:	Regional Director, PATH San José
Telephone No:	(408) 893-6427
Email:	LauraS@epath.org

CITY Contact Person:	Josephine Lee
Title:	Contracts and Grants Analyst
Telephone No:	(408) 535-3860
Email:	Josephine.Lee2@sanjoseca.gov

REVISED EXHIBIT LIST:

- | YES | N/A | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Revised Exhibit A: Scope of Services |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Fourth Revised Exhibit B: Performance Measures/Numeric Goals |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Third Revised Exhibit C: Budget Summary |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Second Revised Exhibit D: Payments to Grantee |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Third Revised Exhibit E: General Grant Conditions |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Exhibit F: Employee/Volunteer Clearance Verification and Compliance-
with the Child Abuse and Neglect Reporting Act |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Exhibit G: Insurance |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Exhibit H: Federal Guidelines For Minority-Owned and Women-Owned
Business Enterprises (MBE/WBE) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Third Revised Exhibit I: Retroactive Services |

The following grant provisions are required for this amendment to the extent applicable. (Check all provisions that apply.)

REQUIRED LANGUAGE ATTACHMENT

- | YES | N/A | |
|-------------------------------------|-------------------------------------|--------------------------|
| <input checked="" type="checkbox"/> | <input 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 |

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

WITNESS THE EXECUTION HEREOF upon execution by CITY.

PATH, a California nonprofit public benefit corporation



Oct 26.2022

GRANTEE Signature:

Email: lkeishiac@epath.org

Date: _____

Print Name:

Date: 10/26/2022 GMJ

La Keishia Childers
Chief Compliance and
Administration Officer

Title:

[Signatures Continue on Following Page.]

The CITY OF SAN JOSE, a California municipal corporation

Jacky Morales-Ferrand

Email: jacky.morales-ferrand@sanjoseca.gov
Date: 10/26/2022 GMT

Oct 26.2022

Date: _____

Jacky Morales-Ferrand, Director
Housing Department

Approved as to form:
ANDREW MALEK
Deputy City Attorney

Andrew Malek

Email: andrew.malek@sanjoseca.gov
Date: 10/26/2022 GMT

Oct 26.2022

Date: _____



**CONTINUATION AND FIFTH AMENDMENT TO CITY OF SAN JOSE
HOUSING DEPARTMENT ESG, MEASURE E, HALA, HEAP, AND HTF
GRANT AGREEMENT**

(PATH Outreach for Unhoused Populations)

This CONTINUATION AND FIFTH AMENDMENT TO ESG, MEASURE E, HALA, HEAP, AND HTF GRANT AGREEMENT FOR PATH OUTREACH FOR UNHOUSED POPULATIONS (“FIFTH AMENDMENT”) is made and entered into upon the date of execution by CITY, by and between the **CITY OF SAN JOSE**, a California municipal corporation (“CITY”), and **PATH**, a California nonprofit public benefit corporation (“GRANTEE”). All capitalized terms used but not defined herein shall have the meaning provided in the AMENDED AGREEMENT (as hereinafter defined). For the purposes of this FOURTH AMENDMENT, CITY and GRANTEE are sometimes collectively referred to as “Parties.”

RECITALS

WHEREAS, CITY has received Emergency Solutions Grant (“ESG”) funds from the U.S. Department of Housing and Urban Development (“HUD”) as an entitlement city pursuant to Section 101(g), Public Law 99-500, and the City of San José Housing Trust Fund (“HTF”) Funds, as amended. CITY desires to engage GRANTEE, who has been allocated a portion of CITY’s said funds to be utilized during the period as set forth in this AGREEMENT; and CITY OF SAN JOSE-Housing Trust Funds (“HTF”); and

WHEREAS, HUD has awarded \$778,209.00 in Emergency Solutions Grant Program (CDFR #14.231) funding to the CITY, subject to the execution of Grant Agreement E-20-MC-06-0021 between the CITY and HUD, which will occur at a later time than the execution of this AGREEMENT. This award is not for research and development purposes and includes an administrative indirect cost rate capped at 7.5% of the total grant award per HUD guidelines; and

WHEREAS, In June 2020, the City Council amended City Council Policy 1-18 to include a new Section 22, clarifying the intended use of general fund revenues raised from Measure E. Measure E is a general tax, and the revenues derived from the tax are unrestricted, which means the City can use Measure E revenues for any governmental purpose. While these revenues are deposited in the General Fund and can be used for any governmental purpose, the City Council intended that the revenues be allocated towards addressing the affordable housing and homelessness crisis. The policy states, *“the City Council intends for the revenues to be allocated towards addressing the homelessness crisis and the City’s most urgent issues including, but not limited to, homeless prevention and developing new affordable housing.”*; and

WHEREAS, the CITY, as the pass-through entity, has obligated and committed an amount of \$555,823 of ESG funding to GRANTEE in this AGREEMENT and previously obligated and committed a total amount of \$428,823 of Federal Funding to GRANTEE for Fiscal Years 2022-2023; and

WHEREAS, the CITY has obligated and committed an amount of \$555,823 of Measure E funding to GRANTEE in this for Fiscal Years 2022-2023; and

WHEREAS, on January 28, 2019, CITY and GRANTEE entered into that certain agreement titled City of San José Housing Department Grant Agreement for a grant of \$409,494 in ESG funds, and \$420,000 in Housing Authority Litigation Award (“HALA”) funds to support GRANTEE’s PATH Outreach for Unhoused Populations Program retroactive from October 1, 2018, through June 30, 2019 (“AGREEMENT”); and

WHEREAS, on April 19, 2019, CITY and GRANTEE entered into that certain first amendment to the AGREEMENT (“FIRST AMENDMENT”) to amend the Performance Measures for the Fiscal Year 2018-2019; and

WHEREAS, on June 27, 2019, CITY and GRANTEE entered into that certain second amendment to the AGREEMENT (“SECOND AMENDMENT”) to extend the term through June 30, 2020, increase the Grant Award by \$421,679 in ESG funding, \$478,321 in HALA funding, and \$35,000 in Homeless Emergency Aid Program (“HEAP”) funding for a total Grant Award not to exceed \$1,764,494, and amend the Performance Measures, Budget Summary, and General Grant Conditions for the Fiscal Year 2019-2020; and

WHEREAS, on November 19, 2020, CITY and GRANTEE entered into that certain third amendment to the AGREEMENT (“THIRD AMENDMENT”) to continue and extend the term of the AGREEMENT retroactive from July 1, 2020, through June 30, 2021, increasing the Grant Award by \$439,844 in ESG funds and \$460,156 in HTF funds for a total Grant Award not to exceed \$2,653,988, and amend the Performance Measures, Budget Summary, and Grant Conditions for the Fiscal Year 2020-2021; and

WHEREAS ON August 11, 2020, CITY and GRANTee entered into that certain Fourth amendment to the AGREEMENT (“FOURTH AMENDMENT”) to continue and extend the term of the AGREEMENT retroactive from July 1, 2021, through June 30, 2022, increasing the Grant Award by \$428,823 in ESG funds and \$471,177 in HALA funds for a total Grant Award not to exceed \$3,564,494, and amend the Performance Measures and Budget Summary for the Fiscal Year 2021-2022; and

WHEREAS, the AGREEMENT, as amended by the FIRST AMENDMENT, SECOND AMENDMENT, THIRD AMENDMENT, and FOURTH AMENDMENT shall be referred to as the “AMENDED AGREEMENT”; and

WHEREAS, pursuant to Section 13 of the AGREEMENT, CITY and GRANTEE desire to further amend the AMENDED AGREEMENT to continue and extend the term of the AGREEMENT retroactive from July 1, 2022, through June 30, 2023, increase the Grant Award by \$555,823 in ESG funds and \$555,823 in Measure E funds for a total Grant Award not to exceed \$4,676,140, and amend the Performance Measures and Budget Summary for the Fiscal Year 2022-2023; and

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

WHEREAS, CITY agrees to reimburse GRANTEE for those costs in accordance with the terms of this continued FIFTH AMENDMENT. However, in no event shall GRANTEE be reimbursed for costs incurred prior to July 1, 2022;

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

1. Extension of Term. The term of the AGREEMENT under Section 2 is hereby continued and extended retroactively from July 1, 2022, through June 30, 2023.
2. Increase Funding. The Grant Award is hereby increased by the amount of **FIVE Hundred FIFTY-FIVE Thousand One Hundred Seventy-Seven Dollars (\$555,823)** of ESG funds and **FIVE Hundred FIFTY-FIVE Thousand One Hundred Seventy-Seven Dollars (\$555,823)** of Measure E funds for a total Grant Award not to exceed **\$4,676,140**.
3. Scope of Services. REVISED EXHIBIT A, attached hereto, is hereby appended to REVISED EXHIBIT A to the AGREEMENT.
4. Performance Measures/Numeric Goals. FORTH REVISED EXHIBIT B, attached hereto, is hereby appended to FORTH REVISED EXHIBIT B to the AGREEMENT.
5. Budget Summary. THIRD REVISED EXHIBIT C, attached hereto, is hereby appended to THIRD REVISED EXHIBIT C to the AGREEMENT.
6. Retroactive Services. THIRD REVISED EXHIBIT I, attached hereto, is hereby appended to THIRD REVISED EXHIBIT I to the AGREEMENT.
7. No Other Amendments. CITY and GRANTEE acknowledge and agree that the AMENDED AGREEMENT, as further amended by this FOURTH AMENDMENT, constitutes the entire agreement by and between CITY and

GRANTEE relating to the grant of CITY ESG, HALA, HEAP, and HTF 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.
9. Reaffirmation. In the event of an inconsistency between this FIFTH AMENDMENT and the AMENDED AGREEMENT, the terms and conditions of this FOURTH AMENDMENT shall govern and control the rights and obligations of the Parties. All other terms and conditions of the AMENDED AGREEMENT not changed, amended, or modified by this FIFTH AMENDMENT shall remain in full force and effect.
10. Counterparts. This FIFTH AMENDMENT may be executed in any number of separate counterparts and by each party in separate counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same instrument.

The term “electronic copy of a signed contract” refers to a writing as set forth in Evidence Code Section 1550. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the CITY. Unless otherwise prohibited by law or CITY policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature.

11. Governing Law. This FIFTH AMENDMENT shall be governed by and construed in accordance with the laws of the State of California.

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

**REVISED EXHIBIT A
SCOPE OF SERVICES**

1.01 Description of Project. GRANTEE shall implement the Citywide Outreach for Unhoused Populations Program (“Project”) 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 Emergency Solutions Grants (“ESG”) Program.

The primary purposes of the Project are:

- 1.) To provide a consistent, proactive, and reactive presence on the streets and other outdoor locations throughout San José and the downtown area to build rapport and trust with unsheltered homeless residents to move them into and keep them in permanent housing;
- 2.) To provide mobile street-based case management to the unhoused population and;
- 3.) To provide an avenue to alleviate resident and local business concerns about encampments and homeless residents living in their neighborhoods or other areas of San José;
- 4.) To be the City’s primary Citywide response to the downtown San José areas, responding within one business day to concerns, questions, and inquiries to move the City’s homeless population into and keep them in permanent housing;
- 5.) To provide an avenue for homeless or at-risk individuals and families to receive resources and services specific to their needs;
- 6.) To provide access to meals, showers, and/or laundry services to unsheltered homeless residents;
- 7.) To coordinate with other agencies that are proactively engaging with City’s homeless population;

Eligible activities under this type of project include:

- Street Outreach – Activities designed to meet the immediate needs of unsheltered homeless people by connecting them with emergency shelter, housing, and/or critical health services.

- Engagement
- Mobile Case Management
- Clinical Case Management
- To assist with the County’s work on community-wide coordinated assessment
- Community-based case management services pre-and post-housing

Exhibit A-1

**CITY OF SAN JOSE
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- Linkages and referrals to services and benefits provided by other nonprofits and government agencies

-

Direct transportation to shelter and other services

Outreach Program

PATH shall implement a homeless outreach and engagement program in downtown San José and any area hotspots identified by CITY staff. PATH shall establish a dedicated community outreach and mobile case management team, conduct a thorough assessment to establish the geography and extent of homelessness in the outreach area, engage local service providers and community stakeholders, and conduct permanent housing location, placement, and retention activities.

This contract shall serve high-needs homeless individuals living on the streets in San José. PATH's field-based case management team will consist of: three (3) outreach case managers and one (1) peer support specialist working under the supervision of one (1) program manager. Specialized services focused on expanding a variety of housing opportunities will be provided by one (1) housing specialist and one (1) employment specialist under the supervision of one (1) program manager. These services will be coordinated together under the guidance of the Associate Director. This multi-disciplinary team shall provide services to people experiencing homelessness in San José using a "navigation" approach, which blends street outreach and case management with evidence-based approaches (peer support and harm reduction) alongside recovery principles, motivational interviewing, and kinship.

1.02 Project Area. The Project Area shall be the downtown area of the Core City of San José.

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

Site Name:

PATH San José

Site Address:

290 N. 2nd St, Suite 101 San José, CA 95112

1.04 Eligibility. Eligible clients under this Agreement shall be homeless and/or at-risk of homelessness, individuals and families residing on the streets, needing emergency shelter, transitional Housing, or assistance to independent living. For essential services related to street outreach, beneficiaries must meet the criteria under paragraph (1)(i) of the "homeless" definition under 24 CFR § 576.2. For emergency

Exhibit A-2

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shelters, beneficiaries must meet the “homeless” definition in 24 CFR § 576.2. For essential services related to emergency shelter, beneficiaries must be “homeless” and stay in an emergency shelter (which could include a day shelter).

National Objective:

Benefit low and moderate-income persons, aid in preventing or eliminating slums or blight, and meet community development or urgent needs.

The project serves low-income, homeless, or at-risk of homelessness individuals and families.

1.05 Description of Services.

Activity #1 Street-Based Outreach Contacts

This activity aims to provide a consistent and immediate response to concerns and questions regarding the City's homeless population. Key activities are to meet the immediate needs by connecting homeless individuals to shelter and/or other critical services such as health care, linkage, referrals to services and benefits, direct transportation to shelter, and other services. Locations for outreach include the streets, encampments subject to abatement, and other outdoor locations throughout the downtown core of San José .

Grantee shall provide City staff with a schedule of when and where outreach services will be delivered. Outreach teams will be dispatched by City staff to address “hotspots” reported to the Homeless Concerns Hotline within three (3) business days and document their efforts in the Salesforce Encampment database within two (2) business days. Salesforce data shall include the location of the site visited, the date the site was visited, notes on on-site access/issues/safety concerns, type of encampment, number of individuals contacted, number of VI-SPIDAT completed, number of structures in an encampment, and the if an encampment is close to a creek.

GRANTEE shall provide outreach services during the regular office hours of 8:00 a.m. to 5:00 p.m., Mondays through Fridays, with adjustments to times of operation based on community needs and/or at the City staff's request.

Activity #2 Engagement and Assessment Report

Grantee shall track and assess the homeless population in downtown San José, the three Project Areas in the Coyote Creek Project Areas, and any

Exhibit A-3

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area hotspots identified by City staff. Outreach Teams will actively work to identify and investigate new homeless encampments while building trusting relationships with the homeless individuals residing within them. Grantee shall provide an assessment report in Quarter 4 outlining critical findings in each of the areas; such as numbers of unduplicated participants contacted, numbers of VI-SPDAT issued, numbers of participants housed, demographics, geographic locations, numbers of individuals persistently in the area, stakeholder feedback, impacted areas, and referrals/services provided.

Using the VI-SPDAT assessment tool, PATH will prioritize the most vulnerable individuals living on the streets of downtown San José. The VI-SPDAT helps identify individuals who should be recommended for each housing and support intervention, moving the discussion from simply who is eligible for a service intervention to who is eligible and in greatest need of that intervention. The tool helps identify the best type of support and housing intervention for an individual by relying on three recommendation categories.

Activity #3 Mobile Case Management

Grantee shall provide mobile, housing-focused case management and system navigation specifically designed to support high-needs individuals experiencing a broad range of psychosocial, mental health, substance use, health, and housing challenges. Grantee shall deploy the mobile case management as directed by City staff as needed. Navigators will carefully personalize interventions to each client's needs and situation. The emphasis will be on placing homeless individuals in permanent housing and supportive services.

In order to meet immediate housing needs, Grantee will coordinate with City staff and local providers of emergency, interim, and transitional beds to effectively link people experiencing homelessness with vacant beds. The total number of beds used by the outreach team will be tracked. This will ensure that clients have a safe place to stay while they work to transition into permanent Housing.

To combat an anticipated lack of affordable permanent Housing, Grantee will utilize a combination of creative approaches to get clients housed, including move-in assistance, public benefits, shared Housing, project-based and tenant-based vouchers, and a robust landlord cultivation program. Grantee will focus on cultivating and engaging landlords and matching clients with appropriate units. The team will work with housing authorities, property owner alliances, realtors, developers, and affordable housing networks to identify units and advocate for clients. Grantee will also reach out to faith networks,

Exhibit A-4

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neighborhood councils, and community groups to identify property owners willing to lease to clients and refer notices of available units in their areas. Additionally, Grantee has a pool of funds from private donors to provide flexible assistance to clients, allowing them to access Housing more readily.

Narcan Training and Administration

GRANTEE will obtain Narcan training for outreach staff and purchase/obtain the opiate antidote naloxone hydrochloride (Narcan), which reverses an opiate overdose. All Narcan administrations will require an incident report to be sent to City staff.

Activity #4 Library Outreach

Grantee shall dedicate an outreach worker 30 hours per week to support the housing and service needs of homeless individuals at the Martin Luther King, Jr. Library, as well as other San José Public Library locations as designated by the City. The City shall provide the Grantee with an office space, a computer with internet connectivity, and a telephone at the Martin Luther King, Jr. Library. Grantee shall also have access to small meeting rooms at library branches where PATH outreach staff can meet with clients to discuss confidential matters.

The team will be available daily to Martin Luther King, Jr. Library staff, security personnel, and the University Police Department (UPD) security staff to address any homeless concerns. The team will attend four Library staff meetings a year. PATH will provide a quarterly report on library services to the City and Library administration.

Grantee shall collaborate with library staff, supervisors, and security to survey and identify vulnerable homeless individuals and engage these individuals through a series of contacts to identify their needs and barriers. Grantee shall connect them to mainstream services and appropriate permanent housing resources.

Grantee will conduct quarterly seminars and training on outreach techniques for library staff to empower San José Public Library and San José State University staff with tools to assist library patrons who may be experiencing homelessness. The four staff pieces of training will consist of:

- General program overview and introduction to the PATH Team
- A sessions at the Library's "mini-con" or other all-staff venues
- two topical training sessions regarding systems, strategies, and services to support homeless individuals. Training topics could include

Exhibit A-5

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coordinated entry, trauma-informed care, harm reduction strategies, and the Housing First methodology.

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 1.04 of EXHIBIT E, part I titled “General Grant Conditions: Emergency Solutions Grant Conditions” in the hiring of any Staff member whose position receives 50% or more of its funding from an ESG or HALA Grant.

1.07 Reporting Requirements.

Quarterly Reports. At the end of each quarter, GRANTEE shall report to the CITY’s Housing Department, via the CITY’s WebGrants system, the number of UNDUPLICATED PARTICIPANTS (as defined in Section 1.01 of EXHIBIT B to this AGREEMENT), and results of productivity measures.

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

- (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 sample size.

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.

Monthly Outreach Services Reports: At the end of each month, GRANTEE shall submit a report to CITY staff detailing the services provided prior to each outreach event. The report shall include the following:

- 1. Location of outreach site
- 2. Date of the site visit
- 3. Number of individuals at the site contacted is broken down into the following categories:
 - a. Female
 - b. Male
 - c. Non-specific gender
 - d. Total number of people contacted and offered service

Exhibit A-6

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4. Children under the age of 18
5. Number of people who accepted or denied shelter
 - a. Indicate what shelter was offered
6. Number of people who accepted other services
7. Number of Vulnerability Index – Service Prioritization Decision Assistance Tool (“VI-SPDAT”) assessments completed
8. Number of bags left at the site

Reporting Schedule. All required reports shall be submitted to the CITY’s Housing Department Grants Administration no later than ten (10) calendar days after the end of the first, second, and third quarters and no later than seven (7) calendar days after the end of the fourth quarter.

1.08 Cost Reimbursement. The project will be reimbursed monthly for approved invoices submitted pursuant to this Agreement. Requests for reimbursement will be made in a manner prescribed by the CITY under provisions set forth in EXHIBIT B, titled “PERFORMANCE MEASURES/NUMERIC GOALS FOR 2018-2019”.

1.09 Additional Provisions. Grantee shall meet with City staff monthly to discuss the progress of the Outreach for Unhoused Populations Program to ensure that the City’s priority needs and goals are being met. Grantee shall submit at least one quarterly success story to the City, documenting how the program has impacted the lives of homeless individuals in San José.

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FOURTH REVISED EXHIBIT B
PERFORMANCE MEASURES FOR 2022-202

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 may not be counted more than once. GRANTEE shall retain records documenting eligibility. Such records shall include family size, total household income, gender, head of the household, race, ethnicity, and disability data.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
Total Project	50	50	50	50	200

1.02 Services.

Throughout the term of this Agreement, GRANTEE shall provide the following services to participants during the regular office hours of 8:00 a.m. to 5:00 p.m., Mondays through Fridays.

The PATH San José outreach teams will be expected to work flexible hours, including early mornings and late evenings, and adjust operation times based on community needs or at the City's request.

Activity 1: Street-based Outreach Contacts. Provide street-based and case management with evidence-based approaches, recovery principles, motivational interviewing, and kinship.

Unit of Measurement: One street-based outreach contact is defined as the number of service transactions delivered to unhoused individuals, including but not limited to: outreach and engagement, resource provision, shelter referral, VI-SPDAT assessment, etc.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
Total Project	500	500	500	500	2000

Activity 2: Assessment Report. Track and assess the homeless population in downtown San José and hotspot areas.

Unit of Measurement: One assessment report is defined as an average of Four (4) hours it takes to complete one report.

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	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
Total Project	N/A	N/A	N/A	1	1

Activity 3: Mobile Case Management. Provide mobile, housing-focused case management and system navigation to support high-needs individuals experiencing a broad range of mental illness, substance use, health, and housing challenges. Mobile case management service involves but is not limited to: benefits enrollment, employment search, crisis intervention, medical, mental health, and/or addiction recovery referrals.

Unit of Measurement: One mobile case management and/or addiction recovery referral is defined as an average of 1 hour for each—mobile case management.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
Total Project	300	300	300	300	1200

Activity 4: Library Outreach and Staff Trainings. Collaborate with library staff to survey and identify vulnerable homeless individuals and train library staff on outreach techniques to a patron who is experiencing homelessness. A training session for the Public San José library for library staff comprises providing education about the unhoused population.

Unit of Measurement: One training and library outreach session is defined as an average of 1 hour per outreach and 1 hour per staff training.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
Library	N/A	1	1	2	4

Activity 5: Enroll participants in Coordinated Assessment via VI-SPDAT completion in the field. Enroll homeless people in coordinated assessment via Vi-SPDAT.

Unit of Measurement: One Enrollment participant in a coordinated assessment is defined as 1 hour it takes to complete one assessment.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
Total Project	50	50	50	50	200

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1.03 Outcome Measure Statement and Measurement Methodology.

Measurement Methodology.

GRANTEE must conduct participant satisfaction and outcome surveys at least quarterly. GRANTEE will include the survey results in the second and fourth-quarter progress reports.

Outcome Measure #1	75% of individuals engaged in services via street/encampment outreach will complete a VI-SPDAT to identify the individual's vulnerability and service prioritization.			
Measurement Methodology	Outcome will be measured via HMIS and an internal tracking system that will document all individual engagements and those that have been assessed via the VI-SPDAT.			
	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Outcome Goal	N/A	75%	N/A	75%
Outcome Measure #2	35% of clients contacted via street/encampment, who move from street to temporary destinations (Emergency Shelter or Transitional Housing), and some institutional destinations (e.g., foster care, long-term care facility).			
Measurement Methodology	Outcome will be measured via HMIS and the internal tracking system to document individuals' progress through the program. HMIS methodology: Add the number of persons in the client universe (exits from SO during the current reporting period). Of the client universe, add the number who exited to temporary destinations (Except for places not meant for human habitation) and some institutional destinations during the reporting period. Divide the total from step 2 by the total from step 1 to calculate the % of successful exits.			
	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Outcome Goal	N/A	35%	N/A	35%

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Outcome Measure #3	15% of clients contacted via street/encampment will move from the street to a permanent housing destination			
Measurement Methodology	Outcome will be measured via HMIS and the internal tracking system to document individuals' progress through the program. HMIS methodology: Add the number of persons in the client universe (exits from SO during the current reporting period). Of the client universe, add the number who exited to permanent housing destinations during the reporting period. Divide the total from step 2 by the total from step 1 to calculate the % of successful exits.			
	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Outcome Goal	N/A	15%	N/A	15%
Outcome Measure #4	100% of employees who encounter individuals experiencing opioid overdose will be Narcan trained and will have access to injectable naloxone.			
Measurement Methodology	Add the total number of employees who may potentially encounter individuals experiencing opioid overdoses AND who are Narcan trained and have access to injectable naloxone and divide the total by the total number of employees who may potentially encounter individuals experiencing opioid overdoses.			
	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Outcome Goal	N/A	100%	100%	100%

1.04 GRANTEE must describe outreach efforts employed, and to be employed, to reach out to all persons without regard to 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.

1.05 **GRANTEE Responsibilities of the Continuum of Care (“CoC”) § 578.7.**

a) ***Operate the Continuum of Care.*** The Continuum of Care must:

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- (1) Hold meetings of the full membership, with published agendas, at least semi-annually;
- (2) Make an invitation for new members to join publicly available within the geographic at least annually;
- (3) Adopt and follow a written process to select a board to act on behalf of the Continuum of Care. The process must be reviewed, updated, and approved by the Continuum at least once every five years;
- (4) Appoint additional committees, subcommittees, or workgroups;
- (5) In consultation with the collaborative applicant and the HMIS Lead, develop, follow, and update annually a governance charter, which will include all procedures and policies needed to comply with [sub-part B of this part](#) and with HMIS requirements as prescribed by HUD; and a code of conduct and recusal process for the board, its chair(s), and any person acting on behalf of the board;
- (6) Consult with recipients and subrecipients to establish performance targets appropriate for population and program type, monitor recipient and subrecipient performance, evaluate outcomes, and take action against poor performers;
- (7) Evaluate outcomes of projects funded under the Emergency Solutions Grants program and the Continuum of Care program and report to HUD;
- (8) In consultation with recipients of Emergency Solutions Grants program funds within the geographic area, establish and operate either a centralized or coordinated assessment system that provides an initial, comprehensive assessment of the needs of individuals and families for housing and services. The Continuum must develop a specific policy to guide the operation of the centralized or coordinated assessment system on how its system will address the needs of individuals and families who are fleeing or attempting to flee, domestic violence, dating violence, sexual assault, or stalking, but who are seeking shelter or services from nonvictim service providers. This system must comply with any requirements established by HUD by Notice.
- (9) In consultation with recipients of Emergency Solutions Grants program funds within the geographic area, establish and consistently

Exhibit B-5

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follow written standards for providing Continuum of Care assistance. At a minimum, these written standards must include:

- (i) Policies and procedures for evaluating individuals' and families' eligibility for assistance under this part;
- (ii) Policies and procedures for determining and prioritizing which eligible individuals and families will receive transitional housing assistance (these policies must include the emergency transfer priority required under [§ 578.99\(i\)\(8\)](#));
- (iii) Policies and procedures for determining and prioritizing which eligible individuals and families will receive rapid rehousing assistance (these policies must include the emergency transfer priority required under [§ 578.99\(i\)\(8\)](#));
- (iv) Standards for determining what percentage or amount of rent each program participant must pay while receiving rapid rehousing assistance;
- (v) Policies and procedures for determining and prioritizing which eligible individuals and families will receive permanent supportive housing assistance (these policies must include the emergency transfer priority required under [§ 578.99\(j\)\(8\)](#)); and
- (vi) Where the Continuum is designated a high-performing community, as described in [subpart G of this part](#), policies and procedures set forth in [24 CFR 576.400\(e\)\(3\)\(vi\)](#), [\(e\)\(3\)\(vii\)](#), [\(e\)\(3\)\(viii\)](#), and [\(e\)\(3\)\(ix\)](#).

(b) ***Designating and operating an HMIS.*** The Continuum of Care must:

- (1) Designate a single Homeless Management Information System (HMIS) for the geographic area;
- (2) Designate an eligible applicant to manage the Continuum's HMIS, which will be known as the HMIS Lead;
- (3) Review, revise, and approve a privacy plan, security plan, and data quality plan for the HMIS.

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- (4) Ensure consistent participation of recipients and subrecipients in the HMIS; and
 - (5) Ensure the HMIS is administered in compliance with requirements prescribed by HUD.
- (c) ***Continuum of Care planning.*** The Continuum must develop a plan that include:
- (1) Coordinating the implementation of a housing and service system within its geographic area that meets the needs of homeless individuals (including unaccompanied youth) and families. At a minimum, such system encompasses the following:
 - (i) Outreach, engagement, and assessment;
 - (ii) Shelter, housing, and supportive services;
 - (iii) Prevention strategies.
 - (2) Planning for and conducting, at least biennially, a point-in-time count of homeless persons within the geographic area that meets the following requirements:
 - (i) Homeless persons who are living in a place not designed or ordinarily used as a regular sleeping accommodation for humans must be counted as unsheltered homeless persons.
 - (ii) Persons living in emergency shelters and transitional housing projects must be counted as sheltered homeless persons.
 - (iii) Other requirements established by HUD by Notice.
 - (3) Conducting an annual gaps analysis of the homeless needs and services available within the geographic area;
 - (4) Providing information required to complete the Consolidated Plan(s) within the Continuum's geographic area;
 - (5) Consulting with State and local government Emergency Solutions Grants program recipients within the Continuum's geographic area on the plan for allocating Emergency Solutions Grants program funds and reporting on and evaluating the performance of Emergency Solutions Grants program recipients and subrecipients.

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- (d) ***VAWA emergency transfer plan.*** The Continuum of Care must develop the emergency transfer plan for the Continuum of Care that meets the requirements under [§ 578.99\(j\)\(8\)](#).

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**THIRD REVISED EXHIBIT C
FY 2022-2023 BUDGET**

Project Name: Targeted Outreach for Unhoused Populations Program

[Budget Table on Following Page]

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	FTE	Measure E	ESG (ENTITLEMENT)	City of San Jose requires a 1:1 Match for ESG Entitlement	Percent of Match	TOTAL
LOCATION/ACTIVITY				Match Type		
Direct Salaries				Cash Match		
Regional Director	0.10	\$7,000.00	\$7,000.00	\$7,000.00	100%	\$14,000.00
Director of Program	0.20	\$12,320.00	\$12,320.00	\$12,320.00	100%	\$24,640.00
Associate Director of Program	0.45	\$22,063.00	\$22,063.00	\$22,063.00	100%	\$44,126.00
Program Manager	1.00	\$35,992.00	\$35,992.00	\$35,992.00	100%	\$71,984.00
Program Manager (HOP)	0.60	\$21,595.00	\$21,595.00	\$21,595.00	100%	\$43,190.00
Outreach Case Manager	1.00	\$28,002.00	\$28,002.00	\$28,002.00	100%	\$56,004.00
Outreach Case Manager	1.00	\$28,002.00	\$28,002.00	\$28,002.00	100%	\$56,004.00
Outreach Case Manager (Storage)	1.00	\$28,002.00	\$28,002.00	\$28,002.00	100%	\$56,004.00
Program Coordinator FT	1.00	\$32,847.00	\$32,847.00	\$32,847.00	100%	\$65,694.00
Peer Support Specialist (Storage)	0.50	\$14,280.00	\$14,280.00	\$14,280.00	100%	\$28,560.00
Peer Support Specialist	1.00	\$21,420.00	\$21,420.00	\$21,420.00	100%	\$42,840.00
Housing Specialist	1.00	\$22,400.00	\$22,400.00	\$22,400.00	100%	\$44,800.00
Employment Specialist	1.00	\$22,400.00	\$22,400.00	\$22,400.00	100%	\$44,800.00
Program Finance Specialist	0.20	\$7,200.00	\$7,200.00	\$7,200.00	100%	\$14,400.00
SUB TOTAL	10.05	\$303,523.00	\$303,523.00	\$303,523.00		\$607,046.00
Direct Fringe Benefits						
FICA (Employer)	0.08	\$24,282.00	\$24,282.00	\$24,282.00	100%	\$48,564.00
Medical, Dental & Life	0.12	\$36,433.00	\$36,433.00	\$36,433.00	100%	\$72,866.00
Retirement	0.02	\$6,070.00	\$6,070.00	\$6,070.00	100%	\$12,140.00
Worker Compensation	0.03	\$9,106.00	\$9,106.00	\$9,106.00	100%	\$18,212.00
SUB TOTAL	0.25	\$75,891.00	\$75,891.00	\$75,891.00		\$151,782.00
Direct Operating Costs						
Financial Assistance	100	\$17,500.00	\$17,500.00	\$17,500.00	100%	\$35,000.00
Motels	375	\$22,500.00	\$22,500.00	\$22,500.00	100%	\$45,000.00
Rental Assistance	7	\$7,700.00	\$7,700.00	\$7,700.00	100%	\$15,400.00
Program Supplies	12	\$6,400.00	\$6,400.00	\$6,400.00	100%	\$12,800.00
Program Transportation	12	\$24,000.00	\$24,000.00	\$24,000.00	100%	\$48,000.00
Training	10	\$603.00	\$603.00	\$603.00	100%	\$1,206.00
Office Expenses	11	\$5,248.00	\$5,248.00	\$5,248.00	100%	\$10,496.00
Communication	12	\$5,333.00	\$5,333.00	\$5,333.00	100%	\$10,666.00
IT & Network Services	12	\$840.00	\$840.00	\$840.00	100%	\$1,680.00
Staff Transportation	12	\$4,950.00	\$4,950.00	\$4,950.00	100%	\$9,900.00
Building Maintenance	12	\$1,260.00	\$1,260.00	\$1,260.00	100%	\$2,520.00
Utilities	12	\$270.00	\$270.00	\$270.00	100%	\$540.00
Rent-Office Space	12	\$23,712.00	\$23,712.00	\$23,712.00	100%	\$47,424.00
Equipment, Facilities (copier)	12	\$4,380.00	\$4,380.00	\$4,380.00	100%	\$8,760.00
Insurance (includes Vehicle Ins)	12	\$5,520.00	\$5,520.00	\$5,520.00	100%	\$11,040.00
SUB TOTAL		\$130,216.00	\$130,216.00	\$130,216.00		\$260,432.00
Indirect Costs						
Indirect Costs (De Minimis Rate at 10%)		\$46,193.00	\$46,193.00	\$46,193.00	100%	\$92,386.00
SUB TOTAL		\$46,193.00	\$46,193.00	\$46,193.00	100%	\$92,386.00
TOTAL		\$555,823.00	\$555,823.00	\$555,823.00	100%	\$1,111,646.00
TOTAL PROJECT COSTS		\$555,823.00	\$555,823.00	\$555,823.00	100%	\$1,111,646.00

Exhibit C-2

**CITY OF SAN JOSE
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CITY shall provide a Reimbursement Workbook to GRANTEE upon contract execution for payment requests. Reimbursement workbooks will include a detailed budget by line item. GRANTEE shall submit a budget modification request to the CITY to change the detailed Budget mid-contract year. Budget modification requests should be submitted no later than the last day of the third quarter. Changes to the Budget are limited to 10% between each category listed in Exhibit C: Budget Summary. Budget change requests exceeding 10% between each category listed in Exhibit C: Budget Summary will require a contract amendment. If there is a staff change, GRANTEE shall update the Cost Allocation Plan and submit it to the CITY for approval.

Exhibit C-3

**CITY OF SAN JOSE
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THIRD REVISED EXHIBIT I
RETROACTIVE SERVICES

The term of this AGREEMENT shall be retroactive from July 1, 2022, and shall continue through June 30, 2023. It is understood and agreed that GRANTEE has commenced work and incurred costs prior to executing 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, 2022.

Exhibit I-1



- FOR YOUR ELECTRONIC SIGNATURE
- FULLY EXECUTED COPY TO FOLLOW

CITY STAFF: Josephine Lee
 EMAIL: Josephine.Lee2@sanjoseca.gov

SCANNED SIGNATURE AUTHORIZATION

DATE: <u>October 25,2022</u>	TOTAL PAGES: (INCLUDING THIS PAGE) <u>30</u>
TO: <u>Jennifer Hark Dietz</u>	TO: _____
EMAIL: <u>jenniferd@epath.org</u>	EMAIL: _____
PHONE: <u>323-644-2225</u>	PHONE: _____

I agree to use electronic signatures

I agree to use electronic signatures

BY: 
Email: takeishiacc@epath.org
 Date: 10/26/2022 GMT
 Oct 26,2022

BY: _____

DIRECTIONS:

REVIEW THE ENCLOSED DOCUMENT, IF IT IS ACCEPTABLE:

- 1. SIGN THE DOCUMENT (THIS PAGE, AND PAGE 5)**
2. CHECK THE BOX BELOW YOUR NAME AND SIGN AGREEING TO THE USE OF ELECTRONIC SIGNATURES
3. SCAN YOUR EXECUTED DOCUMENT TOGETHER WITH THIS COVER PAGE **IN COLOR**
4. EMAIL THE ENTIRE DOCUMENT TO JOSEPHINE LEE AT JOSEPHINE.LEE2@SANJOSECA.GOV

TO BE COMPLETED BY CITY STAFF:

ALTERNATIVE METHODS OF VERIFICATION:

- USE OF A PASSWORD PROTECTED WEBSITE
- CONFIRMED BY A KNOWN TELEPHONE NUMBER
- PERSONALLY, KNOWN TO CITY STAFF