

**CITY OF SAN JOSE  
HOUSING DEPARTMENT  
FIRST AMENDMENT ESG-CV2, GF, AND HALA GRANT AGREEMENT**

**SUMMARY PAGE**

Grant Type:	<u>ESG CARES, GF, HALA</u>	Contract No.:	<u><b>ESG-20-002A</b></u>
		Original Contract No.	<u>ESG-20-002</u>
Grantee:	<u>HomeFirst Services of Santa Clara County</u>		
Project:	<u>Rapid Re-Housing Program</u>		

Description:

Continuation and First Amendment to Agreement between CITY and GRANTEE to increase the grant award, amend the scope of services, performance measures, and budget summary and extend the term through Fiscal Year 2022 - 2023.

GRANTEE shall administer a Rapid Rehousing Program, serving both as the Supportive Services Administrator and the Rental Subsidy Administrator. Duties include, but are not limited to:

- Intake and Client Assessment for Eligibility
- Case Management
- Housing Search
- Housing Quality Inspections
- Subsidy Management and Check Issuance
- Housing Coupon Issuance and Move-In Leasing Assistance

On March 3, 2021, CITY and GRANTEE entered into that certain City of San José Housing Department ESG-CV, GF, and HALA Grant Agreement for Rapid Rehousing Program for a one-year term that will expire on June 30, 2022.

In June 28, 2022, CITY approved funding to GRANTEE for a one-year term, expiring June 30, 2022. The Parties desire to *continue and* extend the term for 1 additional fiscal year to June 30, 2023.

Funding Source(s):	Emergency Solutions Grant – CARES (ESG-CV2), General Fund (GF), Housing Authority Litigation Award (HALA)		
Amended Amount for Fiscal Year 2022-2023:	\$1,000,000 – HALA	\$1,000,000 – GF	<b>Total: \$2,000,000</b>
Original Amount for Fiscal Year 2020- 2021:	\$1,300,000 – ESG-CV2	\$700,000 – GF	<b>Total: \$2,867,825</b>
Total Grant Award Not to Exceed:	\$4,867,825		
Payment Terms:	See <b>EXHIBIT D</b>		
Resolution/Authority:	80627		
Amended Agreement Term:	Start Date: <u>07/01/2022</u>	End Date: <u>06/30/2023</u>	
Original Agreement Term:	Start Date: <u>01/01/2021</u>	End Date: <u>06/30/2022</u>	

**PARTIES TO AGREEMENT:**

	<b>GRANTEE</b>	<b>CITY OF SAN JOSE</b>
Agency Name:	HomeFirst Services of Santa Clara County	Housing Department
Address for Legal Notice:	507 Valley Way,	200 E. Santa Clara St., 12 <sup>th</sup> Floor
City/State/Zip Code:	Milpitas, CA 95035	San Jose, CA 95113-1907
Attention:	Andrea Urton, Chief Executive Officer	Jacky Morales-Ferrand, Director
Email Address:	<a href="mailto:aurton@homefirstsc.org">aurton@homefirstsc.org</a>	<a href="mailto:Jacky.Morales-Ferrand@sanjoseca.gov">Jacky.Morales-Ferrand@sanjoseca.gov</a>
Telephone No.:	408-539-2113	408-535-3855
Taxpayer ID	94-2684272	
Unique Entity Identifier	WF4LX6MKJJ37	
Type of Entity:	501 (c) 3 – public benefit corporation	

State of Incorporation or Residency:	California	
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**CONTACT INFORMATION**

GRANTEE Contract Manager:	Kelly Vazquez
Title:	Chief Programs Officer
Telephone No:	408-539-2164
Email:	kvazquez@homefirstsc.org

CITY Contact Person:	Gabriela Banks
Title:	Analyst II
Telephone No:	408-535-8234
Email:	Gabriela.Banks@sanjoseca.gov

**REVISED EXHIBIT LIST:** include only Exhibits revised by this amendment

**YES    N/A**

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

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

**REQUIRED LANGUAGE ATTACHMENT**

**YES    N/A**

- City of San José Funding
- Federal
- State
- County
- Other Public Agency

Private Funding Agency

**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 upon execution by CITY.

HOMEFIRST SERVICES OF SANTA CLARA COUNTY, a California nonprofit public benefit corporation



GRANTEE Signature:  
Andrea Urton  
Chief Executive Officer

Email: [aurton@homefirstsc.org](mailto:aurton@homefirstsc.org)  
Date: 09/12/2022 GMT

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

[Signatures Continue on Following Page.]

CITY OF SAN JOSE, a California municipal corporation

*Jacky Morales-Ferrand*

Email: jacky.morales-ferrand@sanjoseca.gov  
Date: 09/14/2022 GMT

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

JACKY MORALES-FERRAND  
Director of Housing Department  
Attorney  
Andrew Malek

Approved as to form:  
ANDREW MALEK,  
Deputy City Attorney

*Andrew Malek*

Email: andrew.malek@sanjoseca.gov  
Date: 09/12/2022 GMT

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

**FIRST AMENDMENT TO CITY OF SAN JOSE**  
**HOUSING DEPARTMENT ESG-CV2, GF and HALA GRANT AGREEMENT**  
**(Rapid Re-Housing Program)**

This CONTINUATION AND FIRST AMENDMENT TO GF and HALA GRANT AGREEMENT FOR RAPID REHOUSING FIRST AMENDMENT (“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 HomeFirst Services of Santa Clara County, a California nonprofit public benefit corporation (“GRANTEE”). All capitalized terms used but not defined herein shall have the meaning provided in the AGREEMENT (as hereinafter defined). For the purposes of this FIRST AMENDMENT, CITY and GRANTEE are sometimes collectively referred to as “Parties.”

**RECITALS**

WHEREAS, on March 23, 2021, CITY and GRANTEE entered into that certain agreement titled City of San José Housing Department Grant Agreement for a grant of \$2,867,825 in Emergency Solutions Grant – CARES (ESG-CV2), General Fund (GF), and Housing Authority Litigation Award (HALA), funds to support GRANTEE’s Rapid Re-Housing Program from January 1, 2021 through June 30, 2022 (“AGREEMENT”); and

WHEREAS, pursuant to Section 13 of the AGREEMENT, CITY and GRANTEE desire to amend the AGREEMENT to increase the grant award, amend the scope of services, performance measures, and budget summary and extend the term; and

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, 2022;

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

1. Increase Funding. The Grant Award is hereby increased by the amount of One Million Dollars (\$1,000,000) of General Fund, One Million Dollars (\$1,000,000) of Housing Authority Litigation Award funds, for a total grant award not to exceed \$4,867,825.00.



2. Scope of Services. EXHIBIT A is hereby replaced in its entirety with FIRST REVISED EXHIBIT A attached hereto.
3. Performance Measures. EXHIBIT B is hereby replaced in its entirety with REVISED EXHIBIT B attached hereto.
4. Budget Summary. EXHIBIT C is hereby replaced in its entirety with REVISED EXHIBIT C attached hereto.
5. Payments to Grantee. EXHIBIT D is hereby replaced in its entirety with REVISED EXHIBIT D attached hereto.
6. Exhibits. All exhibits attached hereto are incorporated herein by reference.
7. 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.
8. Counterparts. This FIRST 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.

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. 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.

9. Governing Law. This FIRST AMENDMENT shall be governed by and construed in accordance with the laws of the State of California.
10. Title. The title of the AGREEMENT is hereby amended to read “City of San José Housing Department GF and HALA Grant Agreement for Rapid Re-Housing Program”.

## **FIRST REVISED EXHIBIT A**

### **SCOPE OF SERVICES**

#### 1.01 Project.

GRANTEE shall use GF and HALA funds to administer the CITY's Rapid Re-Housing Program in accordance with the provisions of the grant agreement between the CITY and U.S. Department of Housing and Urban Development ("HUD"), and all rules and regulations pertaining now and hereinafter adopted with respect to the Emergency Solutions Grant Program as funded by the CARES Act (24 CFR 576).

The goal of the Rapid Re-Housing Program is to prevent or quickly exit homelessness and return to permanent housing and stabilize in that housing via components such as living wage employment and health care.

The GRANTEE's responsibilities include but are not limited to, the services listed in this EXHIBIT A. In the event the GRANTEE desires modifications to the Scope of Services, GRANTEE shall apply to the Housing Department's Homelessness Grants Manager, in writing, setting forth the requested modifications. The Housing Department's Director ("DIRECTOR") shall have the authority to approve the following categories of modifications, by letter signed by the DIRECTOR, or the DIRECTOR's designee, without the necessity of formal written amendment to this AGREEMENT:

- A. Modifications to the times and dates of the Scope of Services, short of extending the contract, which do not affect the total units of services to be provided, short of extending the contract; or
- B. Modifications to the location of the Scope of Services so long as the proposed location will serve the same target population.

GRANTEE will follow the Santa Clara County Continuum of Care Quality and Assurance Standards for Homeless Housing and Service Programs, as applicable, and as they may be amended from time to time.

<https://osh.sccgov.org/sites/g/files/exjcpb671/files/documents/SCC%20CoC%20Quality%20Assurance%20Standards%20-%207.12.21%20incl%20HUD%20Mega%20Waiver.pdf>

#### 1.02 Project Area.

The Project Area is the incorporated area of the 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	Project Address
HomeFirst Services of Santa Clara County	3180 Newberry Drive, Suite 150, San Jose, CA 95118

1.04 Eligibility.

Eligible participants under this AGREEMENT shall be lower income individuals of all backgrounds, including persons of the following protected categories: race, sex, color, age, religion, actual or perceived gender identity, sexual orientations, disability, ethnic or national origin, or familial status, residing in the Project Area. Lower income is defined as household income at or below 80% of the median income of San Jose 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 San Jose and extremely low-income which is defined as household income that is 30% or lower of the HUD median income for San Jose. Grantee shall document each participant’s eligibility on intake sheets, which shall include information about clients family size, total household income, gender of head of household, race and ethnic data as described on HUD form 27061, disability data (as applicable), and client signature and certification that the intake information is accurate.

Benefit low and moderate income persons	Aid in the prevention of elimination of slums or blight	Meet community development needs or urgent needs
X		
Project serves low-income homeless individuals		

A. Homeless Status

Eligible participants under this AGREEMENT shall be households at risk of homelessness residing in the City of San Jose identified through the GRANTEE’s own network or referred by the Santa Clara County’s Coordinated Assessment System for whom HMIS intake must be completed. An individual or family is considered homeless if they are a member of a household that falls into at least one of the following four categories per the definition provided at 24 CFR 576.2:

1. Individuals and families who lack a fixed, regular, and adequate nighttime residence, and includes a subset for an individual who resided in an emergency shelter or a place not meant for human habitation and who is exiting an institution where he or she temporarily resided;
2. Individuals and families who will imminently lose their primary nighttime residence;

3. Unaccompanied youth and families with children and youth who are defined as homeless under federal statutes who do not otherwise qualify as homeless under the above definitions; and
4. Individuals and families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or other dangerous or life-threatening conditions that relate to violence against the individuals or a family member.

#### B. Income Status

Eligible participants under this AGREEMENT shall be lower income individuals of all backgrounds, 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, residing in the Project area. Lower income is defined as household income at or below 80% of the medium income for San Jose 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 San Jose and extremely low-income which is defined as household income that is 30% or lower of the HUD median income for San Jose. Grantee shall document each participants eligibility on intake sheets, which shall include information about client's family size and composition, total household income, gender of head of household, race and ethnic data as described on HUD form 27061, disability data (as applicable), and client signature and certification that the intake information is accurate.

The CARES Act raised the income limit in paragraph (1)(i) of the at-risk of homelessness" definition at 24CFR 576.2 from 30% of area median income to the very low-income limit of the area, as determined by the Secretary.

Outreach under this AGREEMENT shall be conducted in accordance with the City's Language Access Plan. The City's Language Access Plan is posted at: <https://www.sanjoseca.gov/your-government/departments/housing/memos-reports-plans/hud-reports>.

#### 1.05 Description of Services:

##### **Support Services Administration (SSA) Program Activities**

##### Activity # 1 – Case Management

GRANTEE shall provide effective case management services that primarily focus on immediate efforts to attain housing with minimal assistance needed to address each household's immediate housing crisis. Case managers shall also assess household needs, determine the best plan of action to address those needs, and facilitate access to the services and resources necessary for long-term housing stabilization. These efforts include but are not limited to the following:

1. Develop Individual Services Plan/ Housing Stabilization Plan: The plan must include the four forms that are outlined in Exhibit E “General Grant Conditions,” Section 2.08 (Case Management File) which includes but is not limited to:
  - Assistance in selecting and obtaining affordable housing
  - Assistance in identifying personal strengths
  - Assistance in developing short-term goals and how to achieve them
2. Client Stabilization:
  - Implement the client’s plan
  - Track the plan with the client to ensure the plan objectives are met
  - Monitor the client’s housing situation, and the client’s job placement, including communication with landlord as necessary
3. Logistical Support:
  - Provide linkages to any ongoing needed or desired services with a focus on housing retention
  - Link ongoing support services, case management, or behavioral health services to client if needed and desired

#### Activity # 2 – Housing Search

GRANTEE shall provide assistance to participants in locating, obtaining, and retaining suitable permanent housing which includes the following:

1. Assessment of housing barriers, needs, and preferences
2. Development of an action plan or locating housing
3. Outreach to and negotiation with property owners/ landlords
4. Assistance with submitting rental applications and understanding leases
5. Assistance with obtaining utilities and making moving arrangements
6. Tenant Counseling – GRANTEE understands that documenting the progress of each session is crucial to the success of the client and the program.

### **Rental Subsidy Administration (RSA) Program Activities**

#### Activity # 3 – Participant Intake, Assessment and Eligibility

GRANTEE shall gather as much information about the prospective client and their household as possible and shall assist the client in completing an intake form detailing client information. The aforementioned form is used for client screening and the potential client must complete this form before opening the client case for further assistance. Grantee shall certify that all participants meet eligibility requirements for the program.

#### Activity # 4 – Housing Inspections

GRANTEE shall perform inspections for units as required per HUD/ CITY standards and regulations using the appropriate forms. This includes an assessment of housing compliance with ESG-CV2 requirements for habitability and lead-based paint (when applicable).

#### Activity # 5 – Housing Move-In Assistance

GRANTEE shall perform move-in briefings which include reviewing households' rental contribution, providing an overview of subsidy structure, confirming household occupancy, reviewing fair housing standards and lease provisions. GRANTEE shall also provide documentation collection services which include Request for Tenancy Approval (RTA), W9, signed lease, and review of owner verification via internet. GRANTEE shall also assist with negotiation with potential landlords, as well as review and sign the Housing Assistance Payment (HAP) contract.

#### Activity # 6 – Subsidy Management and Check Issuance

GRANTEE is responsible for timely issuance of subsidies, deposits, and utility allowance (when applicable) from landlords to be able to process rent checks.

#### Activity # 7 – New Landlords Onboarded to RRH

GRANTEE shall outreach with property owners and landlords who are not currently part of the RRH initiative to increase the number of partnerships between landlords and the GRANTEE. Utilization of different landlord incentives shall be allowed only with the approval of CITY staff. Any such changes to incentives shall require approval from CITY staff before implementing.

#### 1.06 Personnel.

GRANTEE shall provide a personnel cost allocation plan for the Project, including all positions to be allocated to the Project and the names of key personnel (e.g. Executive Director, Project Manager, etc.). CITY must approve the personnel cost allocation plan prior to approving reimbursement for personnel costs. Changes to the cost allocation plan during the term of this AGREEMENT must be submitted to and approved by CITY prior to reimbursement of costs.

### 1.07 Reporting Requirements.

Financial Report. GRANTEE shall submit monthly invoices to the Housing Department, via the CITY's WebGrants system, within thirty (30) days from the end of each month during the term of this AGREEMENT.

Quarterly Reports. At the end of each quarter, GRANTEE shall report to the Housing Department, via the CITY's WebGrants system, the number of UNDUPLICATED PARTICIPANTS as defined in Section 1.01 of EXHIBIT B to the AGREEMENT, and results of Outcome Measures. Quarterly report data must match Homelessness Management Information System (HMIS) program data.

Outcome Measure Reports. At the end of each quarter, GRANTEE shall submit a narrative report detailing results of outcome measures. The report, at 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.

Methodology 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.

1.08 Reporting Schedule. All Quarterly and Outcome Measure reports shall be submitted to the Housing Department, via the CITY's WebGrants system, 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.

1.09 Cost Reimbursement. GRANTEE will be reimbursed on a monthly basis, for approved invoices submitted pursuant to this AGREEMENT. Requests for reimbursement will be made on a form and in the manner prescribed by the CITY under provisions as set forth in **EXHIBIT D**, titled "PAYMENTS TO GRANTEE".

1.10 Additional Provisions. None.

**FIRST REVISED EXHIBIT B**

**PERFORMANCE MEASURES/NUMERIC GOALS FOR FY 22-23**

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 individuals and households who receive services at least once a year but who may not be counted more than once in that year. GRANTEE shall retain records documenting eligibility. Such records shall include the number of households with children under the age of 18, family size and composition, total household income, gender of head of household, race, ethnicity and disability data. GRANTEE records will track RRH participants, non-RRH participants, and ELIGIBLE NCS PARTICIPANTS separately.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
<b>RRH Individuals</b>	135	8	8	9	160
<b>RRH Households</b>	106	8	8	8	130

1.02 Services. Throughout the term of this AGREEMENT, GRANTEE shall provide the following services to participants:

**Activity 1: Case Management.**

*Unit of Service: One encounter (at least 15 minutes) between Case Manager and client.*

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
<b>RRH clients</b>	450	450	450	450	1,800
<b>Total Project</b>	450	450	450	450	1,800

**Activity 2: Housing Search.**

*Unit of Service: One encounter (at least 15 minutes) in which a client is assisted with housing search.*

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
<b>RRH clients</b>	220	220	220	220	880
<b>Total Project</b>	220	220	220	220	880



**Activity 3: Participant Intake, Assessment and Eligibility.***Unit of Service: One completed intake form for an unduplicated participant.*

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
<b>RRH clients</b>	2	8	8	9	27
<b>Total Project</b>	2	8	8	9	27

**Activity 4: Housing Inspections***Unit of Service: One completed and signed Housing Quality Standards inspection report.*

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
<b>RRH clients</b>	26	26	26	26	104
<b>Total Project</b>	26	26	26	26	104

**Activity 5: Housing Coupon Issuance and Move-In Assistance.***Unit of Service: One issued housing subsidy coupon for an unduplicated participant.*

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
<b>RRH clients</b>	14	14	14	14	56
<b>Total Project</b>	14	14	14	14	56

**Activity 6: Subsidy Management and Check Issuance***Unit of Service: One issued subsidy per check per unduplicated participant.*

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
<b>RRH clients</b>	273	273	273	273	1,092
<b>Total Project</b>	273	273	273	273	1,092

**Activity 7: New Landlords Onboarded to Rapid Re-Housing Program***Unit of Service: One signed agreement between grantee and landlord.*

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
<b>RRH clients</b>	21	21	21	21	84
<b>Total Project</b>	21	21	21	21	84

**1.03 Outcome Measure Statement and Measurement Methodology.**

Measurement Methodology

<b>Outcome Measure#1</b>	Median # Days from enrollment to move into permanent housing.			
<b>Measurement Methodology</b>	On a quarterly basis the total number of clients in permanent housing during the reporting period will be sorted by the total number of days from enrollment date to date of housing for each client. The median number of days from the selected client report will be identified.			
	<b>Quarter 1</b>	<b>Quarter 2</b>	<b>Quarter 3</b>	<b>Quarter 4</b>
<b>Outcome Goal</b>	60 days	60 days	60 days	60 days

<b>Outcome Measure#2</b>	Percent of exited program participants who increased employment income.			
<b>Measurement Methodology</b>	On a quarterly basis the total number of clients in permanent housing, that are eligible for employment (e.g., not collecting disability benefits), during the reporting period will be identified through HMIS; the identified clients starting income will be compared to their employment income upon successful exit of the program.			
	<b>Quarter 1</b>	<b>Quarter 2</b>	<b>Quarter 3</b>	<b>Quarter 4</b>
<b>Outcome Goal</b>	38%	38%	38%	38%

<b>Outcome Measure#3</b>	Percent of exited program participants whose monthly income is greater than or equal to the living wage at exit.			
<b>Measurement Methodology</b>	Percent of housed clients whose monthly income is greater than or equal to the living wage at exit, identified through HMIS; the identified client starting income will be compared to their employment income upon successful exist of the program.			
	<b>Quarter 1</b>	<b>Quarter 2</b>	<b>Quarter 3</b>	<b>Quarter 4</b>
<b>Outcome Goal</b>	25%	25%	25%	25%

<b>Outcome Measure#4</b>	Percent of program participants who successfully exit to permanent housing.			
<b>Measurement Methodology</b>	On a quarterly basis, the total number of clients in permanent housing during the reporting period and the total number of clients served from the start of the program year through the reporting period will be identified through HMIS; the number of clients in permanent housing will be divided by the total number of clients served from the start of the program year through the reporting period to identify the percentage successfully exited from the total number of clients served.			
	<b>Quarter 1</b>	<b>Quarter 2</b>	<b>Quarter 3</b>	<b>Quarter 4</b>
<b>Outcome Goal</b>	83%	83%	83%	83%

<b>Outcome Measure#5</b>	Percent of program participants who are enrolled in health insurance.			
<b>Measurement Methodology</b>	On a quarterly basis, the total number of clients that are in permanent housing and enrolled in health insurance during the reporting period and the total number of clients in permanent housing from the start of the program year through the reporting period will be identified through HMIS; the number of clients enrolled in permanent housing and enrolled in health insurance will be divided by the total number of clients successfully exited from the start of the program year through the reporting period to identify the percentage of housed clients enrolled in health insurance of the total number of clients housed.			
	<b>Quarter 1</b>	<b>Quarter 2</b>	<b>Quarter 3</b>	<b>Quarter 4</b>
<b>Outcome Goal</b>	96%	96%	96%	96%

<b>Outcome Measure#6</b>	Percent of program participants who maintain housing for 6 months after graduation.			
<b>Measurement Methodology</b>	On a quarterly basis, an HMIS report of all clients housed through the CSJ RRH program will be generated; additionally, a recidivism report in HMIS will identify any individuals that have returned to homelessness within 6 months; the total number of clients remaining in permanent housing 6 months after being housed will be divided by the total number of clients housed from the start of the program year through the reporting period to identify the % of housed clients maintaining housing for at least 6 months.			

	<b>Quarter 1</b>	<b>Quarter 2</b>	<b>Quarter 3</b>	<b>Quarter 4</b>
<b>Outcome Goal</b>	92%	92%	92%	92%

<b>Outcome Measure#7</b>	Percent of program participants reporting positive satisfaction in the support services received through the CSJ Rapid Re-Housing Program.			
<b>Measurement Methodology</b>	On a bi-annual basis, the completion of a program satisfaction survey will be requested of all program participants. All completed surveys will be tabulated and all positive survey scores, those marked as “mostly agree” or better will be compared to the total number of responses received; the number of positive responses will be divided by the total of responses received to identify the % of satisfied participants.			
	<b>Quarter 1</b>	<b>Quarter 2</b>	<b>Quarter 3</b>	<b>Quarter 4</b>
<b>Outcome Goal</b>	n/a	90%	n/a	90%

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 identify, sexual orientation, disability, ethnic or national origin, or familial status. Documentation of these efforts must be submitted along with the second quarterly performance report.

**FIRST REVISED EXHIBIT C**  
**Fiscal Year 2022-2023 BUDGET SUMMARY**

	HALA	GF	Total Project
Personnel Costs			
Personnel	\$439,260.00	\$439,260.00	\$878,520.00
Shared Cost Allocations	\$27,635.00	\$27,635.00	\$55,270.00
Taxes	\$46,690.00	\$46,690.00	\$93,380.00
Employee Benefits	\$70,035.00	\$70,035.00	\$140,070.00
<b>SUB TOTAL</b>	<b>\$583,620.00</b>	<b>\$583,620.00</b>	<b>\$1,167,240.00</b>
Operating Costs			
Vehicles and Maintenance	\$15,770.00	\$15,770.00	\$31,540.00
Telecommunications	\$2,815.00	\$2,815.00	\$5,630.00
Supplies	\$3,390.00	\$3,390.00	\$6,780.00
Financial Assistance	\$12,500.00	\$12,500.00	\$25,000.00
Rental -Landlord Incentives	\$10,000.00	\$10,000.00	\$20,000.00
Rental Assistance	\$229,820.00	\$229,820.00	\$459,640.00
Travel and mileage	\$2,815.00	\$2,815.00	\$5,630.00
Training and Conferences	\$65.00	\$65.00	\$130.00
Direct Prog mgmt shared staff- non-labor alloc.	\$2,195.00	\$2,195.00	\$4,390.00
Clinical Service Mgmt Allocation	\$130.00	\$130.00	\$260.00
Occupancy Allocation	\$47,950.00	\$47,950.00	\$95,900.00
<b>SUB TOTAL</b>	<b>\$911,070.00</b>	<b>\$911,070.00</b>	<b>\$1,822,140.00</b>
Indirect Costs	\$88,930.00	\$88,930.00	\$177,860.00
<b>SUB TOTAL</b>	<b>\$88,930.00</b>	<b>\$88,930.00</b>	<b>\$177,860.00</b>
<b>GRAND TOTAL</b>	<b>\$1,000,000.00</b>	<b>\$1,000,000.00</b>	<b>\$2,000,000.00</b>

**FIRST REVISED EXHIBIT D**  
**PAYMENTS TO GRANTEE FOR NON-FEDERAL PROGRAM**

A. CITY agrees to reimburse GRANTEE for the expenses incurred as set forth in this AGREEMENT in an amount of money not to exceed the amount set forth in this AGREEMENT. Such sum shall be expended and paid by CITY to GRANTEE on a cost reimbursement basis upon City approval (reimbursement basis by default) for expenses actually incurred and paid by GRANTEE during the term of this AGREEMENT for the cost categories appearing in EXHIBIT C, as described in subsection B below.

B. Payments to GRANTEE after all prepaid funds are expended and invoices received, reimbursements shall be made within thirty (30) days of:

- (1) (a) receipt by CITY of statement or statements in a form approved by CITY specifying in detail the costs incurred by and paid by GRANTEE during the month for which payment is requested, and  
  
(b) documents evidencing these costs, including but not limited to, paid invoices; and
- (2) the determination by CITY, in its sole discretion, that expenses for which GRANTEE seeks reimbursement can properly be paid under this AGREEMENT and such statement(s) and supporting documents reasonably evidencing that the expenses have been incurred and paid by GRANTEE. In making such determination, CITY may, but need not, rely upon the certification by GRANTEE that the items appearing on said statement and supporting documents are eligible items for reimbursement under this AGREEMENT. Such determination by CITY shall in no way constitute a waiver by CITY of its right to recover from GRANTEE the amount of money paid to GRANTEE on any items which is not eligible for payment under this AGREEMENT.

C. "Expenses eligible for reimbursement" shall mean those expenses which are necessary to meet, in part, the housing needs of the very low-, low-, and moderate income Participants in the City of San José within the County of Santa Clara.

D. Within fifteen (10) working days from the end of each month during the term of this AGREEMENT, GRANTEE shall report to CITY all expenditures during the prior month on a form and in manner prescribed by the CITY. CITY will review the invoices or financial reports for adherence to AGREEMENT requirements and services, and authorize and release of Grant funds to GRANTEE to reimburse the expenditures. Payment shall be contingent upon GRANTEE's submittal of documentation of expenditure of funds, provided that GRANTEE is not in default under any provisions of this AGREEMENT.

Supplies: Eligible costs for consumable commodities which have a useful life of one (1) year or less, or which cost less than Five Hundred Dollars (\$500) and which render services essential to the operation of the Project.

Communications: Eligible costs for telephone, telegraph, postage, and other communication costs that are essential to the operation of the Project.

Printing and Advertising: Eligible costs for printing and duplicating services, newspaper print by contract; and newspaper advertising which is essential to the operation of the Project.

Utilities: Eligible costs incurred for water, gas, electric, garbage and trash collection, and similar expenses.

Occupancy: Eligible costs for building space used in connection with the Project, including rent, maintenance and janitorial services when included in the lease, not including fixtures, furniture, equipment or utilities. Compensation for use of buildings may be made through use allowances or depreciation as permitted by 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"

Equipment Rental: Eligible costs for rental of equipment defined as tangible property other than land and buildings, or building improvements.

Travel (Local): Allowable reimbursement to employees for actual automobile mileage, transportation, and all necessary and ordinary travel expenses while on official Project business within Santa Clara County.

Travel (Other): Allowable reimbursement to employees for actual automobile mileage, transportation, and all necessary and ordinary travel expenses while on official Project business outside of Santa Clara County. All out-of-state travel must be approved by CITY prior to any expenditure for such travel.

Contractual Services: Eligible payments for contractual expert services of a professional, scientific, or technical nature, as well as eligible payments made to GRANTEE for performing construction work or any other services which the Project does not have the capability of performing itself. Contracts or subcontracts are to be developed in conformance with the Procurement Standards in 24 CFR 84.40 – 48 and 570.502.

Fringe Benefits: Eligible payroll-related costs of health insurance, retirement fund contributions, FICA, and other payments made on behalf of the employee.

Insurance: Eligible costs of insurance and other related services.

Equipment: Eligible payments for the purchase of equipment which is defined as tangible property having a useful life of more than one (1) year, the unit cost of which is Five Hundred Dollars (\$500) or more. All equipment purchases require prior CITY approval and maintenance of an equipment inventory, a copy of which must be submitted to CITY upon purchase of equipment.

E. Reallocating of Project Funds. On a monthly basis, CITY shall review the monthly expenditures if any, for services performed and costs incurred by GRANTEE provided in this Exhibit. If such review reveals that the monthly expenditures in any such month for the Project as a whole or any cost category thereof, is below the total amount allocated under this AGREEMENT for the total Project or cost category thereof for such month, CITY may reallocate the amount of such underspending. In the case of underspending in a cost category, CITY may reallocate unspent amount into another cost category of the Project. In the case of underspending in the Project as a whole, CITY may reallocate unspent amount to another community development project. CITY shall, before reallocating, give GRANTEE ten (10) days' written notice of its intention to reallocate funds. Such notice shall include a copy of CITY's monthly expenditure review for the Project and statement of its reasons for such reallocation. CITY shall make its final determination with respect to reallocation only after GRANTEE has been given an opportunity to present its views and recommendations with respect to such contemplated reallocation. In no event, however, shall CITY be bound to accept GRANTEE's views or recommendations with respect to such contemplated reallocation. If the expenditures by GRANTEE in any month, for the Project or any cost category thereof, exceed the total amount allocated to the Project or any cost category thereof, CITY may terminate non-salary expenditures for the Project for such period of time as is necessary to bring expenditures into conformance with this AGREEMENT.

The Director or his or her designated representative, may at the request of GRANTEE approve reallocation of funds from any cost category or categories to any other cost category or categories at any time provided that: (1) there is no increase in the total amount specified in this AGREEMENT, and (2) the goals and objectives set forth in **EXHIBIT B** to the AGREEMENT are not negatively affected. Approval by the Director or his or her designated representative of such reallocation of funds must be in writing. Any unexpended funds at the end of the term of the AGREEMENT shall be retained by the CITY.

Expenses incurred prior to the Start Date of this AGREEMENT are not eligible for reimbursement under this AGREEMENT



**EXHIBIT I**

**RETROACTIVE SERVICES**

It is understood and agreed that GRANTEE has provided services prior to the execution of this AGREEMENT in anticipation of its execution. If CITY accepts and approves the services provided by GRANTEE prior to the date of this AGREEMENT, CITY agrees to compensate GRANTEE for those services in accordance with the terms of this AGREEMENT. However, in no event shall GRANTEE be compensated for work performed for CITY prior to July 1, 2022.