

Housing Opportunities for Persons With AIDS (CFDA #14.241)

Grant Number: CA-H0160008

Grantee Name: City and County of San Francisco, California

Official Contact: Olson Lee

Title: Director, Mayor's Office of Housing
and Community Development

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Unique Entity Identifier (DUNS Number): 0703842550000

Project Location (City/County & State): City and County of San Francisco, California

**HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS
PERFORMANCE RENEWAL GRANT AGREEMENT FOR FISCAL YEAR 2016**

This Performance Renewal Grant Agreement ("Agreement") is made and entered into by and between the United States Department of Housing and Urban Development ("HUD") and City and County of San Francisco, California ("Grantee"), pursuant to the AIDS Housing Opportunity Act (the "Act"), codified at 42 U.S.C. §§ 12901-12912, and regulations for the Housing Opportunities for Persons With AIDS ("HOPWA") program at 24 CFR part 574 (the "Regulations").

In reliance upon and in consideration of the mutual representations and obligations hereunder, HUD and the Grantee agree as follows:

ARTICLE I. Grant Amount

Subject to the terms and conditions of this Agreement, HUD agrees to provide a HOPWA grant ("Grant") to the Grantee in the amount of \$1,430,000 ("Grant Funds") to carry out the project described in the Renewal Application (Exhibit A) and in the approved Form HUD-40110-B Renewal Budget (Exhibit B).

ARTICLE II. Incorporation of Renewal Application

- A. Grantee submitted an application to HUD, on the basis of which HUD awarded Grant Number CA-H130013 to the Grantee.

- B. Grantee subsequently submitted an application for a renewal grant (“Renewal Application”). HUD approved Grant Number CA-H16-0008, awarded under this Agreement, based on the Renewal Application.
- C. The Renewal Application, including certifications, assurances, and information and documentation required to meet renewal grant award conditions, is incorporated herein as part of this Agreement and attached hereto as Exhibit A. In the event of conflict between a provision of the Renewal Application and any provision of this Agreement, the latter shall control.

ARTICLE III. Eligible Use of Grant Funds

The Grantee shall only use Grant Funds to carry out eligible activities as set forth in the Act and Regulations and as provided in the Grantee’s Renewal Application (Exhibit A) and approved Form HUD-40110-B Renewal Budget (Exhibit B), as may be amended in accordance with Article VIII of this Agreement.

ARTICLE IV. Compliance with Program Requirements

- A. The Grantee shall comply with all applicable program requirements. Such program requirements include the Act, Regulations (attached as Exhibit C), Notice CPD-2016-03 (*“Procedural Guidance for Fiscal Year 2016 HOPWA Permanent Supportive Housing Renewal Grant Applications”*), other program directives, HUD Handbooks and Notices, Executive Orders and any other applicable Federal requirements.
- B. Other applicable Federal requirements with which the Grantee must comply include, but are not limited to:
 - 1. 2 CFR part 200 (“Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”);
 - 2. Section 3 of the Housing and Urban Development Act of 1968 and 24 CFR part 135 (“Economic Opportunities for Low- and Very Low-Income Persons”);
 - 3. 31 U.S.C. 1352 and 24 CFR part 87 (“New Restrictions on Lobbying”);
 - 4. Requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier and the System for Award Management (SAM) database, including Appendix A to 2 CFR part 25; and
 - 5. Federal Funding Accountability and Transparency Act of 2006 (Transparency Act), Pub. L. 109-282, as amended by Section 6202 of Pub. L. 110-252 and Section 3 of Pub. L. 113-101, and Appendix A to 2 CFR part 170 (“Reporting Subaward and Executive Compensation Information”).

- C. The Grantee shall comply with requirements of sections V.C of the Fiscal Year 2016 General Section, including the Drug-Free Workplace requirements in Section V.C.11.

ARTICLE V. Subawards

The Grantee shall comply with 2 CFR 200.331, when making a subaward, which includes an award of Grant Funds to an eligible nonprofit organization or housing agency of a State or unit of general local government (“Project Sponsor”). The Grantee shall provide a Project Sponsor with information in writing on all requirements to which the Project Sponsor is subject so that the subaward is used in accordance with the Act, Regulations, other program requirements, and terms and conditions of this Agreement. The Grantee must ensure that its Project Sponsor(s) agree in writing to comply with the Act, Regulations, other program requirements, and the terms and conditions of this Agreement in carrying out activities under the Grant.

ARTICLE VI. Financial Management

- A. Grantee shall draw down Grant Funds not less than quarterly. The Grantee shall make timely payments to each Project Sponsor upon request, provided the requesting Project Sponsor is in compliance with program requirements.
- B. The Grantee shall comply with HUD instructions regarding use of and reporting in the Integrated Disbursement and Information System (IDIS) or its successor.
- C. A request by the Grantee to draw down Grant Funds under the IDIS system or any other payment system constitutes a representation by the Grantee that it and all participating parties are in compliance with the terms and conditions of this Agreement.

ARTICLE VII. Allowability of Pre-award Costs

- A. Pre-award costs may not be incurred except in accordance with 2 CFR 200.458, including the requirement that the Grantee obtain HUD’s written approval.

ARTICLE VIII. Amendments

- A. This constitutes the entire agreement between HUD and the Grantee.
- B. Amendments to this Agreement, including amendments to the Renewal Application, may only be made in accordance with 2 CFR part 200 and 24 CFR part 574.
- C. Except for amendments for which Grantee is not required to obtain prior HUD approval, the Grantee shall submit a letter of request to the appropriate HUD field office and attach the proposed amendment(s) to the applicable page(s) of this Agreement. The effective date of any amendment to this Agreement that requires HUD approval shall be the date of execution of written approval by HUD.

- D. Changes to the Grantee's Form HUD-40110-B Renewal Budget must be made in accordance with 2 CFR 200.308.

ARTICLE IX. Performance

Grantee shall:

- A. Carry out, and ensure that any Project Sponsors carry out, eligible activities under the Grant and use Grant Funds as described in the Renewal Application attached hereto as Exhibit A, in accordance with the Act, Regulations, other program requirements, and the terms and conditions of this Agreement;
- B. Use at least 51 percent of the Grant Funds awarded under this Agreement to provide permanent supportive housing to HOPWA eligible persons for the planned annual outputs;
- C. Comply with and meet the performance measure benchmark outputs and outcomes established in the approved Form HUD 40110-B Renewal Budget attached hereto as Exhibit B for the implementation and operation of this award;
- D. Ensure that other state, local, federal, or private resources to provide the permanent housing or supportive services portion of the project, as documented in the Form HUD 40110-B Renewal Budget attached hereto at Exhibit B will continue to be available for that purpose throughout the performance period of the Grant;
- E. Maintain documentation in Grantee files that each permanent supportive housing client has a continuous legal right under state/local law to remain in their unit or property and have access to ongoing supportive services provided through qualified providers. Such documentation must include a copy of the standard lease form, sub-lease, or occupancy agreement used for residents of the project, which must be for a term of at least one year and automatically renewable upon expiration, except on reasonable prior notice by either the tenant or the landlord;
- F. If providing security deposits, ensure that such costs are reasonable, limited to not more than two months' rent, and classified as part of the BLI shown as Permanent Housing Placement Costs;
- G. Conduct an ongoing assessment of the permanent supportive housing assistance required by the participants in the program, including annual assessments of their housing situations, and report on the annual achievement of HOPWA client outcome goals in achieving stable housing, reducing risks of homelessness and improving access to care for beneficiaries;

- H. Assure the adequate provision of supportive services to the participants in the program, including support to access health-care, HIV treatment and benefits or other support available under mainstream health and human welfare programs and other public and private resources, as needed. Further, the Grantee shall ensure that Grant Funds will not be used to make payments for health services for any item or service to the extent that payment has been made, or can reasonably be expected to be made with respect to that item or service: (i) under any State compensation program, under an insurance policy, or under any Federal or State health benefits program; or (ii) by an entity that provides health services on a prepaid basis;
- I. Commit program income to the Grant in accordance with the addition method at 2 CFR 200.307(e)(2);
- J. Comply with environmental review requirements at 24 CFR 574.510;
- K. *(For Grantees that use Grant Funds for supportive service activities aimed at assisting HOPWA clients with substance abuse treatment):* Comply with federal, state and other applicable laws pertaining to the illegal use of a controlled substance. The Grantee must undertake reasonable steps to ensure that beneficiaries receive appropriate access to substance abuse treatment and counseling. Admission may be denied, or eviction initiated, for persons engaging in illegal drug activities, where such activities threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. Grantees must establish procedures for project ineligibility and evictions;
- L. If Grantee is providing direct services, obtain a certificate of completion of the Getting to Work Training Curriculum by at least one of its employees within twelve months of the execution of this Agreement. If the grantee does not provide services directly, then the Grantee must ensure that its Project Sponsor(s) must, within twelve months of the execution of the sub-award agreement, obtain a certificate of completion of the Getting to Work Training Curriculum by at least one of the Project Sponsor's employees. The online training can be accessed at: <https://www.hudexchange.info/training-events/dol-hud-getting-to-work-curriculum-for-hiv-aids-providers>;
- M. Comply with 2 CFR 200.311 and any disposition instructions that HUD may provide to the Grantee; and
- N. Comply with such other terms and conditions, including recordkeeping and reports (which must include racial and ethnic data on participants) for program monitoring and evaluation purposes, as HUD may establish for purposes of carrying out the program in an effective and efficient manner.

ARTICLE X. Indirect Cost Rate

If Grant Funds will be used to pay indirect costs pursuant to 2 CFR part 200, Subpart E, Grantee shall attach a schedule in the format set forth below to the executed Agreement that is returned to HUD. The schedule shall identify the applicable indirect cost rate(s) (including if the de minimis rate is charged per 2 CFR 200.414) and the direct cost base to which the rate will be applied. Grantee shall not include indirect cost rates for Project Sponsors.

<u>Grantee (or Administering</u>		<u>Direct</u>
<u>Department/Agency, if applicable)</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

ARTICLE XI. Records

- A. The Grantee shall maintain all programmatic records and any other documents required under this award in its files for a period of not less than four years in accordance with 24 CFR 574.530. The Grantee shall retain records for a longer period of time when any of the exceptions in 2 CFR 200.333 apply. Upon reasonable notice, the Grantee shall make records available for audit or inspection by authorized representatives of HUD.
- B. The Grantee shall maintain records of beneficiary and program activity eligibility, including documentation that evidences compliance with program requirements and the terms and conditions of this Agreement. In the case of participant eligibility records, the Grantee shall update records no less than annually.
- C. The Grantee shall comply with 24 CFR 574.440 and all applicable Federal, state, and local laws regarding privacy and confidentiality of health-related information.

ARTICLE XII. Reporting

- A. The Grantee shall submit an Annual Progress Report (APR) in accordance with 24 CFR 574.520. The Annual Progress Report (APR) is due to HUD within 90 days of the end of the designated 12-month period. The APR must be submitted in paper form and must include the number of individuals assisted, the types of assistance provided, a description of the resources made available, the investment of available resources, the geographic distribution and location of investments, the families and persons assisted (including race and ethnicity of persons assisted), and actions taken to affirmatively further fair housing.
- B. Grantee agrees to comply with the award term and condition for reporting of matters related to recipient integrity and performance at Appendix XII to 2 CFR part 200.

ARTICLE XIII. Research and Development

This Grant is not for research and development (R&D), as defined at 2 CFR 200.87.

ARTICLE XIV. Contact Information

- A. HUD notifications to the Grantee under this Agreement shall be sent to the address set forth in the Renewal Application, unless the Grantee otherwise notifies HUD in writing.
- B. Grantee notifications, including requests for amendments to this Agreement, shall be addressed to the appropriate HUD field office: San Francisco HUD Office, One Sansome Street, 12th Floor, San Francisco, CA 94104-4430.

ARTICLE XV. Default

Default shall occur when the Grantee fails to comply with the Act, Regulations, any other program requirement, or the terms and conditions of this Agreement. In the event of a default, HUD may take one or more of the actions in 2 CFR 200.338 after providing the Grantee with an opportunity for informal consultation in accordance with 24 CFR 574.500(c).

Nothing in this Article shall limit any remedies otherwise available to HUD in the case of a default by the Grantee. No delay or omissions by HUD in exercising any right or remedy available to it under this Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default.

ARTICLE XVI. Termination

The Grant may be terminated in accordance with 2 CFR 200.339, including for convenience when HUD and the Grantee agree that continuation of the award would not produce beneficial results.

ARTICLE XVII. Award Date and Period of Performance

- A. The Federal award date of the Grant Funds that HUD agrees to provide through this Agreement is the date of execution of this Agreement on behalf of the Secretary of Housing and Urban Development.
- B. The term of this Agreement shall begin on December 1, 2016, and end on November 30, 2019, or three years from the beginning date of this agreement, whichever comes first. Notwithstanding the foregoing, the term of this Agreement may not begin until the original grant agreement CA-H130013 has expired.”

IN WITNESS WHEREOF, the undersigned, as authorized officials on behalf of HUD and the Grantee, have executed this Agreement, which shall be effective when signed by both parties:

On behalf of the Secretary of Housing and Urban Development:

Name: Maria F. Cremer Signature: 

Date: AUG 17 2016 Title: Director, Community Planning and Development Division

On behalf of City and County of San Francisco, CA:

Name: _____ Signature: _____

Date: _____ Title: _____