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COUNTY OF SAN DIEGO  
HEALTH AND HUMAN SERVICES AGENCY  
HOUSING AND COMMUNITY DEVELOPMENT SERVICES

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**Notice of Funding Availability (NOFA)  
Housing Opportunities for Persons with AIDS (HOPWA)  
Direct Housing and Related Services**

**Release Date: February 27, 2023**

**Sources of Financial Assistance:**

Housing Opportunities for Persons with AIDS (HOPWA)

*Nick Macchione*  
*Director, Health and Human Services Agency*

*David Estrella*  
*Director, Housing and Community Development Services*

# COUNTY OF SAN DIEGO

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## GENERAL INFORMATION

The County of San Diego (County), Housing and Community Development Services (HCDS) is soliciting applications from qualified and eligible organizations to provide direct housing and related services for low-income persons living with HIV/AIDS and their families. Eligible activities for HOPWA funded projects include:

- Housing Information and Referral Services
- Project- or Tenant-Based Rental Assistance
- Short-Term Rent, Mortgage and Utility Assistance Payments
- Emergency Housing
- Supportive Services
- Housing Operations.

If an organization intends to propose for more than one (1) eligible service as listed in this solicitation, a single, complete proposal is required to be submitted for all eligible services.

**PLEASE NOTE:** Per Part 574, Housing Opportunities for Persons with AIDS (HOPWA), of Article 24, Housing and Urban Development (HUD), of the Code of Federal Regulations (CFR), eligible organizations are those identified as a “Project Sponsor” which is defined as “any non-profit organization or governmental housing agency that receives funds under a contract with the grantee to carry out eligible activities under this part” (refer to <https://www.ecfr.gov/current/title-24/part-574>)

The County of San Diego’s *Live Well San Diego* initiative strives to achieve healthy, safe and thriving communities throughout the region. Only through a collective effort can *Live Well San Diego* bring meaningful change to a region as large and diverse as San Diego County. HCDS is seeking applications that align with and accentuate all aspects of *Live Well, San Diego*. For more information on *Live Well, San Diego*, please visit [www.livewellsd.org](http://www.livewellsd.org).

### CONTRACT PERIOD

The initial contract period is anticipated to be from July 1, 2023, through June 30, 2024, for a period of one (1) year. The County reserves the right to exercise four option (4) years for a total of (5) years through June 30, 2028.

## INSTRUCTIONS FOR NOFA APPLICATION

Submit complete and signed application proposals in electronic format. Electronic copies must be emailed **no later than 2:00 PM on Thursday, March 23, 2023:**

Email application via a secured electronic document management and storage system (SharePoint, OneDrive, Drop Box, etc.) to [community.development@sdcountry.ca.gov](mailto:community.development@sdcountry.ca.gov).

Applicants who do not submit the application on or before the application deadline will be deemed non-responsive.

**Late submissions cannot be considered unless they are the only ones received or there was mishandling on the part of HCDS staff.**

**Application must be saved in accordance with the NOFA APPLICATION CHECKLIST. Documents should be in labeled folders and named in accordance with the NOFA Application Checklist.**

Applications submitted for consideration must be complete. If any information requested in the NOFA is not applicable, indicate section with “N/A”. Faxed copies and electronic copies submitted via CD will not be accepted.

## FUNDING SOURCES OVERVIEW

### HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) FUNDING

By releasing this NOFA, HCDS is announcing the funding availability of approximately \$5.6 million through the Housing Opportunities for Persons with AIDS (HOPWA) program to provide direct housing and related services for low-income persons living with AIDS and their families. Eligible activities for HOPWA funded projects include:

- Housing Information Services
- Project- or Tenant-Based Rental Assistance
- Short-Term Rent, Mortgage and Utility Assistance Payments
- Emergency Housing
- Supportive Services
- Housing Operations

### CONDITIONS

Applications for funding will be evaluated upon the information provided in response to the NOFA “Submittal Requirements”. HCDS reserves the right to negotiate and award an allocation of funds to multiple applicants and request additional information from applicants. By the act of submitting a proposal, applicants acknowledge and agree to the terms and conditions of this NOFA and to the accuracy of the information they submit. HCDS reserves the right to reject any and all submittals, waive any irregularities in the submittal requirements or cancel this NOFA at any time. All submittal packages become the property of the County of San Diego and will not be returned. All submitted information will become public information and is subject to public inspection under the State of California Public Records Act.

It is understood and agreed upon by the Applicant in submitting a proposal that the County has the right to withhold all information regarding this procurement until after contract award, including but not limited to: the number received; competitive technical information; competitive price information; and the County evaluation concerns about competing proposals. Information releasable after award is subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following.

**NOTE: As a Public Agency, the County of San Diego must adhere to the California Public Records Act, therefore, pricing cannot be considered confidential/proprietary.**

**Applicants acknowledge that by submitting an application under this NOFA, they are seeking a benefit from a government entity. Applicants must acknowledge that all statements in their application are and will remain true; failure to comply with this commitment may violate the federal or state False Claims Acts.**

### TECHNICAL ASSISTANCE, CLARIFICATION AND ADDENDA

Questions and requests for clarification related to the definition or interpretation of this NOFA should be directed to Housing and Community Development Services at: [community.development@sdcounty.ca.gov](mailto:community.development@sdcounty.ca.gov).

# **NOFA APPLICATION**

## NOFA CHECKLIST

Applications must include the following:

**COVER PAGE**

A completed and signed Cover Page shall be submitted along with your proposal

**TABLE OF CONTENTS**

A table of contents, listing by page number all other contents of the proposal, shall be submitted after the cover page.

**ACCEPTANCE OF STATEMENT OF WORK**

Statement that Applicant has read, understands, and accepts the Exhibit A- Statement of Work (SOW). If Applicant does not accept all portions of the SOW, then provide a marked up redline version of the SOW that provides applicable alternative language along with supporting explanation to support any alternative standards/language being proposed.

**PROPOSAL**

Proposal shall be in the required format with all forms, answers, and attachments sequentially numbered to correspond to the applicable question or requirement.

If an Applicant intends to propose for more than one (1) eligible service as listed in this solicitation, a single, complete proposal is required to be submitted for all eligible services.

**SIGNATURE**

All proposals shall be signed by an authorized officer or employee of the submitting organization. The title of the authorized officer or employee, the name, email, address and phone and fax number of the organization shall be included. Obligations committed by such signatures shall be fulfilled.

The application and all supporting documentation as listed above have been reviewed for completion.

Agency Name: \_\_\_\_\_

Authorized Representative Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



# PROPOSAL COVER PAGE

## COUNTY OF SAN DIEGO HEALTH AND HUMAN SERVICES AGENCY HOUSING AND COMMUNITY DEVELOPMENT SERVICES

### Housing Opportunities for Persons with AIDS (HOPWA) Direct Housing and Related Services

**Submit complete and signed application proposals in electronic format. Electronic copies must be delivered and emailed no later than 2:00 PM, local time, on Thursday, March 23, 2023**

#### SERVICE CATEGORY

Indicate with an “X” or “✓” the service category you are applying for with this solicitation (refer to Submittal Requirements, Section 1.1):

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Housing Information | <input type="checkbox"/> Supportive Services                             | <input type="checkbox"/> Project- or Tenant-based Rental Assistance |
| <input type="checkbox"/> Emergency Housing   | <input type="checkbox"/> Short-term Rent, Mortgage, and Utility Payments | <input type="checkbox"/> Housing Operations                         |

APPLICANT INFORMATION	
<b>Agency Name:</b>	
<b>Address:</b>	
<b>City, State, Zip:</b>	
<b>Phone Number:</b>	
<b>Website Address:</b>	
<b>Federal Tax Identification Number (TIN):</b>	
<b>Unique Entity Identifier (UEI):</b>	

REPRESENTATIVE AUTHORIZED TO SIGN OFFER	
<b>Authorized Representative Name:</b>	
<b>Authorized Representative Title:</b>	
<b>Authorized Representative Phone Number:</b>	
<b>Authorized Representative Email Address:</b>	
<b>Signature:</b>	
<b>Date Signed:</b>	

AUTHORIZED POINT OF CONTACT (POC) (If different from Authorized Representative)	
<b>POC Name:</b>	
<b>POC Title:</b>	
<b>POC Phone Number:</b>	
<b>POC Email Address:</b>	
<b>POC Mailing Address:</b>	

## **SUBMIT THIS COMPLETED FORM AS PAGE ONE OF THE PROPOSAL SUBMITTAL REQUIREMENTS**

Proposals should give clear, concise information in enough detail and in the order presented below to allow for a comprehensive evaluation. Any submission may be construed as non-confirming and ineligible for consideration if it does not confirm to these Submittal Requirements. The County, at its sole discretion, may waive any variance from these Submittal Requirements and/or seek clarification.

Applicant's narrative response to these Submittal Requirements shall be no more than twenty (20) pages, excluding supporting materials submitted as attachments. Attachments are for additional documentation to support the narrative and are not to be used to extend the narrative beyond the page limitation. When including attachments, reference the specific supporting information in the applicable portion(s) of your narrative response. The County has no obligation to read beyond the maximum page limit when evaluating the proposals, nor to review or search attachments for relevant information. **PLEASE NOTE:** If an Applicant intends to propose for more than one (1) eligible service as listed in this solicitation, a single, complete proposal is required to be submitted for all eligible services.

Although the Submittal Requirements below are organized by Evaluation Criteria, the headings are only for purposes of organization and clarity, the County may evaluate information provided under any section of the Submittal Requirements for each Evaluation Criteria (e.g. when evaluating the Applicant's Program Approach, the County is not limited to reviewing the information submitted in response to the Program Approach section below and may, for example, rely on information submitted in response to the Organizational Experience, Qualifications, Risk, etc. as well).

### **1. *Program Design and Approach***

Provide a statement that Applicant has read, understands, and accepts the Exhibit A- Statement of Work (SOW). If Applicant does not accept all portions of the SOW, then provide a marked up redline version of the SOW that provides applicable alternative language along with supporting explanation to support any alternative standards/language being proposed. Failure to specifically reject a proposed requirement(s) will be deemed an acceptance of such requirement. **PLEASE NOTE:** "Household" is defined by Housing and Urban Development (HUD) as a single individual or a family composed of two (2) or more persons for which household incomes are used to determine eligibility, and for the calculation of the resident rent payment. The term is used for collecting data on changes in income, changes regarding access to services, receipt of housing information services, and outcomes regarding housing stability.

1.1. Service. (**PLEASE NOTE:** If an Applicant intends to propose for more than one (1) eligible service as listed in this solicitation, a single, complete proposal is required to be submitted for all eligible services).

The Applicant shall submit a thorough and detailed description for the project/service listed below, per the HOPWA Tier Policy (refer to Attachment D: HOPWA Tier Policy), which the Applicant proposes to provide. Additionally, the Applicant shall include the minimum number of persons/households or beds/housing units, where applicable and appropriate, the Applicant proposes to serve on an **annual basis**. **Please note:** If the Applicant is proposing to provide the project/service at more than one (1) address or location, the Applicant shall provide the information

requested below for each address or location where the same project/service is proposed to be provided:

- 1.1.1. Housing Information Services. Housing information and referral services including, but not limited to, counseling, information, and referral services to assist an eligible person living with HIV/AIDS to locate, acquire, finance, and maintain housing. This may also include fair housing counseling for eligible persons who may encounter discrimination on the basis of race, color, religion, sex, age, national origin, familial status, or disability.
  - 1.1.1.1. The minimum number of persons living with HIV/AIDS the project will serve \_\_\_\_\_.
  - 1.1.1.2. The minimum number of extremely low-income households/persons (<30% of Area Median Income [AMI]; (refer to attached Attachment C: San Diego County Income Limits) to be served \_\_\_\_\_.
  - 1.1.1.3. The minimum number of very low-income households/persons (31-50% AMI) \_\_\_\_\_.
  - 1.1.1.4. The minimum number of low-income households/persons (51-80% AMI) \_\_\_\_\_.
  - 1.1.1.5. Demographic information (i.e., race, ethnicity, gender, and age) of the persons served.
  - 1.1.1.6. The minimum number of persons living with HIV/AIDS with a completed Client Housing Plan (refer to attached Attachment G: Client Housing Plan) for maintaining or establishing stable on-going housing \_\_\_\_\_. Completed Client Housing Plans (Plan) are required as a means to address the HOPWA goals. The Plan shall address all needs and barriers to housing stability identified through the client's assessment. The Plan may be used by case managers to develop a strategy for assisting clients obtain and maintain housing stability.
- 1.1.2. Project- or Tenant-Based Rental Assistance. Project- or tenant-based rental assistance, including assistance for shared housing arrangements, provides long-term housing supports to persons living with HIV/AIDS and their households.
  - 1.1.2.1. The minimum number of unduplicated households the project will serve \_\_\_\_\_.
  - 1.1.2.2. The minimum number of extremely low-income households/persons (<30% of Area Median Income [AMI]; (refer to attached Attachment C: San Diego County Income Limits) to be served \_\_\_\_\_.
  - 1.1.2.3. The minimum number of very low-income households/persons (31-50% AMI) \_\_\_\_\_.
  - 1.1.2.4. The minimum number of low-income households/persons (51-80% AMI) \_\_\_\_\_.
  - 1.1.2.5. Demographic information (i.e., race, ethnicity, gender, and age) of the persons served.
  - 1.1.2.6. The minimum number of persons living with HIV/AIDS with a completed Client Housing Plan (refer to attached Attachment G: Client Housing Plan) for maintaining or establishing stable on-going housing \_\_\_\_\_. Completed Client Housing Plans (Plan) are required as a means to address the HOPWA goals. The Plan shall address all needs and barriers to housing stability identified through the client's assessment. The Plan may be used by case managers to develop a strategy for assisting clients obtain and maintain housing stability.
  - 1.1.2.7. The minimum number of persons living with HIV/AIDS with access to Care and Support as required by HUD \_\_\_\_\_.

- 1.1.3. Short-term Rent, Mortgage, and Utility Payments. Short-term rent, mortgage and utility payments provide assistance to prevent the homelessness of the tenant or mortgagor of a dwelling.
  - 1.1.3.1 The minimum number of persons living with HIV/AIDS the project will serve \_\_\_\_\_.
  - 1.1.3.2. The minimum number of extremely low-income households/persons (<30% of Area Median Income [AMI]; (refer to attached Attachment C: San Diego County Income Limits) to be served \_\_\_\_\_.
  - 1.1.3.3. The minimum number of very low-income households/persons (31-50% AMI) \_\_\_\_\_.
  - 1.1.3.4. The minimum number of low-income households/persons (51-80% AMI) \_\_\_\_\_.
  - 1.1.3.5. Demographic information (i.e., race, ethnicity, gender, and age) of the persons served.
  - 1.1.3.6. The minimum number of persons living with HIV/AIDS with a completed Client Housing Plan (refer to attached Attachment G: Client Housing Plan) for maintaining or establishing stable on-going housing \_\_\_\_\_. Completed Client Housing Plans (Plan) are required as a means to address the HOPWA goals. The Plan shall address all needs and barriers to housing stability identified through the client’s assessment. The Plan may be used by case managers to develop a strategy for assisting clients obtain and maintain housing stability.
  
- 1.1.4 Emergency Housing. Emergency housing in the form of hotel/motel vouchers.
  - 1.1.4.1. The minimum number of persons living with HIV/AIDS the project will serve \_\_\_\_\_.
  - 1.1.4.2. The minimum number of extremely low-income households/persons (<30% of Area Median Income [AMI]; (refer to attached Attachment C: San Diego County Income Limits) to be served \_\_\_\_\_.
  - 1.1.4.3. The minimum number of very low-income households/persons (31-50% AMI) \_\_\_\_\_.
  - 1.1.4.4. The minimum number of low-income households/persons (51-80% AMI) \_\_\_\_\_.
  - 1.1.4.5. Demographic information (i.e., race, ethnicity, gender, and age) of the persons served.
  - 1.1.4.6. The minimum number of persons living with HIV/AIDS with a completed Client Housing Plan (refer to attached Attachment G: Client Housing Plan) for maintaining or establishing stable on-going housing \_\_\_\_\_. Completed Client Housing Plans (Plan) are required as a means to address the HOPWA goals. The Plan shall address all needs and barriers to housing stability identified through the client’s assessment. The Plan may be used by case managers to develop a strategy for assisting clients obtain and maintain housing stability.
  
- 1.1.5. Supportive Services. Supportive services including, but not limited to, a wide range of supportive services such as health, mental health, assessment, permanent housing placement, drug and alcohol abuse treatment and counseling, day care, personal assistance, nutritional services, intensive care when required, and assistance in gaining access to local, State, and Federal government benefits and services, except that health services may only be provided to individuals living with HIV/AIDS and not to household members of these individuals.

- 1.1.5.1. The minimum number of persons living with HIV/AIDS the project will serve \_\_\_\_\_.
  - 1.1.5.2. The minimum number of extremely low-income households/persons (<30% of Area Median Income [AMI]; (refer to attached Attachment C: San Diego County Income Limits) to be served \_\_\_\_\_.
  - 1.1.5.3. The minimum number of very low-income households/persons (31-50% AMI) \_\_\_\_\_.
  - 1.1.5.4. The minimum number of low-income households/persons (51-80% AMI) \_\_\_\_\_.
  - 1.1.5.5. Demographic information (i.e., race, ethnicity, gender, and age) of the persons served.
  - 1.1.5.6. The minimum number of persons living with HIV/AIDS with a completed Client Housing Plan (refer to attached Attachment G: Client Housing Plan) for maintaining or establishing stable on-going housing \_\_\_\_\_. Completed Client Housing Plans (Plan) are required as a means to address the HOPWA goals. The Plan shall address all needs and barriers to housing stability identified through the client's assessment. The Plan may be used by case managers to develop a strategy for assisting clients obtain and maintain housing stability.
  - 1.1.5.7. The minimum number of persons living with HIV/AIDS with access to Care and Support (e.g., access/contact with case manager/benefits counselor, primary health provider, medical insurance, etc.) as required by HUD \_\_\_\_\_.
- 1.1.6. Housing Operations. Housing operation costs for housing including maintenance, security, operation, insurance, utilities, furnishings, equipment, supplies, and other incidental costs.
- 1.1.6.1. The minimum number of unduplicated housing units or beds the project will make available and occupied \_\_\_\_\_.
  - 1.1.6.2. The minimum number of extremely low-income households/persons (<30% of Area Median Income [AMI]; (refer to attached Attachment C: San Diego County Income Limits) to be served \_\_\_\_\_.
  - 1.1.6.3. The minimum number of very low-income households/persons (31-50% AMI) \_\_\_\_\_.
  - 1.1.6.4. The minimum number of low-income households/persons (51-80% AMI) \_\_\_\_\_.
  - 1.1.6.5. Demographic information (i.e., race, ethnicity, gender, and age) of the persons served.
  - 1.1.6.6. The minimum number of persons living with HIV/AIDS with a completed Client Housing Plan (refer to attached Attachment G: Client Housing Plan) for maintaining or establishing stable on-going housing \_\_\_\_\_. Completed Client Housing Plans (Plan) are required as a means to address the HOPWA goals. The Plan shall address all needs and barriers to housing stability identified through the client's assessment. The Plan may be used by case managers to develop a strategy for assisting clients obtain and maintain housing stability.
  - 1.1.6.7. The minimum number of persons living with HIV/AIDS with access to Care and Support (e.g., access/contact with case manager/benefits counselor, primary health provider, medical insurance, etc.) as required by HUD \_\_\_\_\_.

- 1.2. Goals. The Applicant shall submit a detailed description which identifies and explains the goals proposed to be achieved for the proposed project/service. The Applicant's detailed description shall, at a minimum, address the following:
  - 1.2.1. Identify and describe the need and the problem to be addressed by the proposed project/service.
  - 1.2.2. Describe how the proposed project/service will make a difference to the HIV/AIDS community.
  - 1.2.3. Describe how the proposed project/service will change the lives of individuals living with HIV/AIDS and/or their households.
  - 1.2.4. Describe how the lives of project participants will improve as a result of the proposed project/service.
  
- 1.3. Target Population. The Applicant shall submit a detailed description of the target population to be served under the proposed project/service and how the target population will be accessed through the Applicant's outreach efforts. Additionally, the Applicant shall include the following in the detailed description:
  - 1.3.1. The target population's income levels (refer to Attachment C: San Diego County Income Limits).
  - 1.3.2. An explanation describing how the HOPWA Tier Policy (refer to Attachment D: HOPWA Tier Policy) will be implemented in the proposed project/service.
  
- 1.4. Data Collection and Reporting Requirements. The Applicant shall submit a detailed description of the methodology proposed to be used for assessing and data gathering, project benchmarks and the timeline for evaluations. The detailed description shall include, but is not limited to, the following:
  - 1.4.1. The Applicant's experience in data collecting for monitoring activities and reporting program accomplishments.
  - 1.4.2. The Applicant's experience in preparing monthly, quarterly and annual reports.
  - 1.4.3. The Applicant's experience in preparing and submitting required information to the County for completion of the HUD performance reports.
  - 1.4.4. The Applicant's experience in participating in a computerized data collection tool specifically designed to capture client level system-wide information such as the Homeless Management Information System (HMIS).
  
- 1.5. Performance Management Process. The Applicant shall describe the internal performance management process its organization will use to ensure the proposed project/service performance standards and outcomes are achieved.
  
- 1.6. Quality Assurance Plan. The Applicant shall submit a quality assurance plan which supports the proposed project/service. The plan shall include a description of how the Applicant will ensure the quality of ancillary service providers if applicable. The quality assurance plan should include, at a minimum, the following:
  - 1.6.1. Describe how the proposed project/service will address a comprehensive Quality Assurance program capable of monitoring its performance.
  - 1.6.2. Describe how the Applicant's Quality Assurance program will identify and respond to problems.
  - 1.6.3. Provide detail regarding how the Quality Assurance program will be incorporated into the Applicant's policies and procedures and will involve designation of a staff person responsible for oversight.

1.6.4. Describe how the Applicant's quality control monitoring procedures will be tracked and reported.

1.7. Implementation Plan. The Applicant, including County Subrecipients currently providing HOPWA-funded services, shall submit an action plan for implementation of the proposed project/service. The Applicant shall include a Gantt chart (or a similar type of chart in table form), with start dates and completion dates for all the actions leading up to a fully functioning program. The chart shall, at a minimum, the following: actions required, strategies employed, responsibilities (persons, organizations, agencies), dependencies (actions which must be completed before subsequent actions may be initiated or completed), and milestones (significant actions and dates in the implementation) with dates in days and weeks beginning with the Applicant receiving notice of award of the contract. County plans to award a contract for services to start on or before July 1, 2023.

## 2. Experience, Proposed Organization, Management and Staffing

2.1. Mission and History. Provide the Applicant's mission statement and brief description of the Applicant's mission. Additionally, provide a detailed description of the Applicant's experience with and focus on serving persons living with HIV/AIDS and their households. Explain why the Applicant is interested in operating the same or similar programs being proposed, and how the Applicant's experience and programs would benefit the County by the County awarding a contract to the Applicant's organization.

2.2. Applicant's Résumé. (Please note: The information requested in this section is in regards to the experience of the Applicant's organization in providing the proposed project/service listed in this solicitation, and NOT the experience of the proposed staff) Provide a résumé of the Applicant's experience within the last five (5) years in providing the project/service as described in this solicitation, or comparable project(s)/service(s). At a minimum, the Applicant's résumé is to include the following information:

2.2.1. Provide the dates in which the Applicant has operated each project/service

2.2.2. The facility name, address, phone number, email address, director's name and contact person(s)

2.2.3. The agency for which the project(s)/service(s) were operated; contract persons for each; their phone numbers and email addresses

### 2.3. Proposed Organizational Charts and Staffing

2.3.1. Organizational Chart. The Applicant shall submit an organizational chart that describes the Applicant's overall organization and illustrates the relationship of the proposed project(s)/service(s) with other organizational divisions, programs and sections. Indicate the lines of organizational management, authority, and responsibility.

2.3.2. Staffing Chart. The Applicant shall submit a staffing chart that describes the Applicant's proposed project(s)/service(s) and identifies the proposed staff positions, including volunteer and non-paid staff positions (by name and title, if known), and reporting responsibility. The Applicant may combine both the organizational and staffing charts as long as all of the information requested in Submittal Requirements 2.3.1 and 2.3.2 is provided.

2.3.3. Staffing Schedule. The Applicant shall submit a staffing schedule describing all proposed staff (including administrative and direct service) positions by: 1) position title and

- requirements which may include skills, education, experience, and certifications; 2) position description including decision authorities, reporting responsibilities, and duties; and 3) salary range. Include volunteer and other non-paid positions. The Applicant shall provide a hiring and training schedule for hiring and training staff not yet selected. All key staff must be hired within thirty (30) days of contract execution.
- 2.3.4. Job Descriptions. The Applicant shall submit a brief one (1)-page job description for all proposed staff positions for the proposed project(s)/service(s), including all administrative, support and direct service staff, and volunteer and non-paid positions. The job description shall minimally include: 1) position title and requirements which may include skills (including linguistic and cultural skills) linguistic, and cultural skills, education, experience, and certifications; 2) position description including range of authorities, reporting responsibilities and title of supervisor and duties; 3) hourly and annual salary range and benefits; and 4) if not a full-time position, identify the portion of a full-time position, such as 0.75, 0.5, etc.
- 2.3.5. Staff Résumés. The Applicant shall submit a brief one (1)-page résumé for each proposed administrative and program staff who are currently employed by the Applicant or who the Applicant plans to employ to fill positions in the staffing schedule to accomplish the requirements in the Statement of Work. Include the proposed position title from the staffing schedule on each résumé. Résumés should provide sufficient information to determine that the person is qualified for his/her assigned position, including history of relevant education and experience. Include a dated letter signed by the prospective employee(s), if not now on staff, indicating the person's commitment to accept employment if a contract is awarded to the Applicant's organization. Letters of commitment shall be the page following the person's résumé. PLEASE NOTE: Do not include personal information, such as a Social Security Number, home address, personal phone numbers, email addresses, etc., in the résumés.
- 2.3.6. Bilingual Capability. The Applicant shall identify specific staff who are currently employed, and proposed to be assigned to the proposed project(s)/service(s), which are able to provide bilingual/bicultural services to individuals who prefer to communicate in Spanish or the other common non-English languages spoken in San Diego. If this capability does not currently exist within the program/organization, the Applicant shall either: 1) refer to the appropriate job description that will ensure this capability, or 2) describe alternate methods to ensure that language appropriate services are available.
- 2.3.7. Roster of the Current Board of Directors and Meeting Schedule. The Applicant shall submit a roster of the current Board of Directors and its meeting schedule. All submitted information shall be current and updated.
- 2.4. County or Other Government Contracts. The Applicant shall submit a list of all County or other government contracts the Applicant has had in the last three (3) years. If the Applicant has an extensive list of contracts, then list no more than ten (10) contracts, beginning with the most recent, and ending with the oldest of those selected. If the Applicant currently has a contract(s) with the County of San Diego, submit a letter from the County agency or from HUD certifying that there is no outstanding finding or monitoring issues. If the Applicant has not had any County contracts, list any relevant contracts for the same or similar types of project/service in size and scope. The submitted information should minimally include: the type of contracted services; the length (term) of the contract(s); performance outcomes; and compliance issues if any. Please note: County staff will verify the submitted contract information.



- 2.5. References. The Applicant shall submit a minimum of three (3) business references for the Applicant's most relevant projects or programs to this solicitation within the past five (5) years. Please note: County staff will verify the information provided. Each reference should be summarized in no more than one (1) page and should include the following:
- 2.5.1. Reference organization's name and purpose.
  - 2.5.2. Reference organization's address, phone, fax numbers and email address.
  - 2.5.3. Contact person(s) representing the reference organization, title, phone and fax numbers, and email address. The reference contact person(s) must be familiar with the Applicant and the Applicant's relevant experience and performance.
  - 2.5.4. A brief statement of the person's or organization's relationship to the Applicant and the period of the relationship.
  - 2.5.5. A summary narrative to include the following: the applicable work provided; fee and contract term for the work; if the program's service was completed within the original contract fee and term (explain reasons for any fee increase and delays); problems encountered and resolutions; contract objectives and results. Explain how the experience gained could be beneficially applied to this project(s)/service(s).
  - 2.5.6. If previous work was not similar, list three (3) references who can attest to the Applicant's competency.
- 2.6. Litigation. The Applicant shall submit a description of any active litigations and their resolution in the past five (5) years related to the Applicant's performance. Submit a copy of a letter from the Applicant's attorney and/or in-house legal counsel concerning the status of lawsuits and pending litigation for the most recent year.
- 2.7. Please explain if the Applicant or any of its officers are presently the target or subject of any investigation, accusation, or charges by any federal, State or local law enforcement, licensing or certification body.
- 2.8. If there are none, please state as such in your submittal response.

### **3. Fiscal**

The County is requesting budgets and other information for a cost reimbursement contract. The County is committed to obtaining optimal cost efficiency for the County, i.e.; lowest overall price for the highest overall performance. The County, therefore, reserves the right to award contracts based, among other factors of best value to the County.

- 3.1. Exhibit C, HOPWA Project Price Proposal Budget. Compensation for the proposed project/service will be paid on a cost reimbursement basis. The Applicant shall complete and provide a completed Exhibit C, HOPWA Project Price Proposal Budget (Exhibit C), the initial contract period is anticipated to be from July 1, 2023 through June 30, 2024, for a period of one (1) year. The County reserves the right to exercise four option (4) years for a total of (5) years through June 30, 2028. The Exhibit C is to be completed as follows:
- 3.1.1. The Applicant's proposed Exhibit C shall identify the estimated individual costs, by line item, using Attachment B, HOPWA Line Items Worksheet (Sample) (attached to Exhibit C), for examples. The Exhibit C shall include, with the proposed dollar amount, the proposed percentage of the project budget to be funded by each of the funding sources in the applicable columns such as, for example, "\$1,000 (15%)". In addition to HOPWA, the proposed Exhibit C shall also include non-HOPWA funds proposed to be used in the

operation of the proposed project/service. All hourly wage rates and all other expenses incidental to the accomplishment of the proposed project/service requested under this solicitation shall be included. If an organization intends to propose for more than one (1) eligible service as listed in this solicitation, a single, complete budget is required listing a budget for each proposed project/service separately.

- 3.2. Accounting System. The Applicant shall have use of an accounting system for segregating, supporting, controlling and accounting of all funds, property, expenses, revenues, and assets for each County contract distinct from other contract activities. The Applicant shall have the ability to provide assurance that the system is in accordance with generally accepted accounting principles, good business practices, San Diego County Code of Administrative Ordinances section 472, and the cost principles published by the federal Office of Management and Budget (OMB), including 2 CFR 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS “The Uniform Guidance,” which can be viewed at [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl). Subrecipient shall comply with all applicable federal, State, and other funding source requirements. Subrecipient shall, at its own expense, furnish all cost items associated with this Agreement except as specifically stated herein to be furnished by County. Accounting systems are subject to County review and approval prior to contract award. No cost reimbursement contract will be awarded to any Applicant who does not have an acceptable accounting system.
- 3.3. Cost Allocation Plan. The Applicant shall submit annually to the County a cost allocation plan for the organization which identifies how administration costs and other shared costs are allocated between programs, in accordance with The Uniform Guidance. The Applicant shall describe the methodology for determining indirect/administrative costs.
- 3.4. Fiscal Management Process. The Applicant shall briefly outline the internal fiscal management process the organization will use to monitor and ensure that County funding and other revenues are adequate to meet program costs.
- 3.5. Financial Information
  - 3.5.1. The Applicant shall provide documentation demonstrating the organization has sufficient reserves to maintain the program for sixty (60) days. Documentation may include cash and/or credit reserves. In addition, the Applicant shall provide the following information for the last three (3) fiscal years:
    - 3.5.1.1. Audited financial statements of the entire organization with the applicable notes;
    - 3.5.1.2. Independent Auditor’s Report on Compliance and Internal Control over Financial Reporting based on an Audit of the Financial Statements in Accordance with Government Accounting Standards;
    - 3.5.1.3. Independent Auditor’s Statement of Findings and Questioned costs.
  - 3.5.2. If Applicant has not had an audit conducted within the past three (3) fiscal years, then the Applicant shall provide the following un-audited financial statements for the entire organization for the last three (3) fiscal years:
    - 3.5.2.1. Statement of Financial Position (Balance Sheet);
    - 3.5.2.2. Statement of Activities (Income Statement);

3.5.2.3. Statement of Cash Flows.

4. Corrective Actions/Non-Compliance

- 4.1. Provide a summary and documentation of contract performance and your organization's compliance for the last three (3) contract years.
- 4.2. List all corrective actions issued (including but not limited to any In-Depth Invoice Reviews, Medical Records Reviews, Corrective Action Notices, or similarly related reviews and/or notices of HHSA-issued non-compliance), the agency issuing non-compliance, why the corrective actions were issued, the required corrective timelines, how they were resolved, and if they were resolved within the required timeline.
- 4.3. Provide history of all programs on a required Corrective Action or Contract Risk Report over the past five (5) years including program name, reason for corrective action, and length of time on corrective action.
- 4.4. Provide a detailed listing of any breach or noncompliance, failure, or refusals to complete a contract; information on early termination and details of all liquidated damages assessed by an entity during the last five (5) years.

5. Required Federal Provisions

Applicants that receive federal funding sources shall be prepared to comply with all applicable federal provisions and funding source requirements.

6. Contract Acceptance/Clause Exception(s) Statement

The County has made a determination it will use the County's form of agreement and insurance requirements as the basis for the contract. The County's preferred form of agreement the County is prepared to execute as a binding contractual agreement is set forth herein (Services Template) and is accessible in electronic form.

The Applicant shall indicate acceptance or rejection of the proposed Services Template and Exhibit B, Insurance Requirements, in their proposal. If the Applicant does not accept the terms of any clause as written, the Applicant shall propose the specific language changes (deletions and insertions) that would make the term acceptable to the Applicant's organization; if clarification(s) is/are needed, indicate the provision and the specific wording that was found unclear, and why it was considered unclear. Statements that the Applicant: found the proposed Services Template "generally acceptable"; or the Applicant "reserves the right to negotiate particular provisions"; or that certain terms need "to be discussed", may be deemed non-responsive. Failure to specifically reject a proposed term will be deemed an acceptance of such term. In addition, if the Applicant intends to propose terms that are more favorable to the County than the terms of the proposed Services Template, do so and propose the specific language changes that would make the terms more favorable. Submit a marked draft in the proposal indicating any changes to the proposed Services Template and/or Exhibit B, Insurance Requirements.

The County may or may not elect to negotiate any exceptions taken as part of its pre-selection or post-selection process. Should the Applicant take exception(s) to the proposed Services Template, the Applicant understands the County may, as part of its process, conclude the exceptions are so numerous and/or material as to make the Applicant's response to the solicitation unacceptable.

**Failure to comply with any of the requirements herein may render the proposal non-responsive.**

**END OF SUBMITTAL REQUIREMENTS**

## PROPOSAL EVALUATION CRITERIA

The evaluation criteria listed below are in descending order of importance by paragraph, not subparagraphs, and will be weighted in the evaluation of the Applicant’s written and oral proposals accordingly. The proposal should give clear, concise information in sufficient detail and in the order presented below to allow an evaluation based on these requirements.

<b>Evaluation Criteria</b>	<b>Key factors include but are not limited to:</b>
<b>Technical</b>	
<i>Program Design and Approach</i>	<ul style="list-style-type: none"> <li>• Applicant’s acceptance of the proposed Statement of Work (SOW).</li> <li>• Applicant’s approach to meet outcome objectives as stated in the Statement of Work (SOW) and to effectively and efficiently fulfill the program’s goals.</li> </ul>
<i>Organizational Capability, Experience and Qualifications</i>	<ul style="list-style-type: none"> <li>• Applicant’s experience implementing the same or similar services to the same or similar target population</li> <li>• Applicant’s experience with government funded contracts</li> <li>• Applicant’s proposed staff demonstrate experience and qualifications to work with the target population.</li> </ul>
<i>Organizational Stability and Risk</i>	<ul style="list-style-type: none"> <li>• Applicant’s fiscal stability, accounting system, contract performance, and litigation history.</li> </ul>
<b>Pricing</b>	<ul style="list-style-type: none"> <li>• Extent to which the Applicant’s proposed pricing is the best value to the County and the extent to which the Applicant’s proposed budget aligns with program requirements and supports the program’s outcomes.</li> </ul>
<b>Acceptance of Terms and Conditions and Insurance</b>	<ul style="list-style-type: none"> <li>• Applicant’s agreement with, or exceptions to the County agreement and insurance, and any risk to the County associated with Applicant’s exceptions.</li> </ul>

## **NOFA ATTACHMENTS**

**ATTACHMENT A – Statement of HIV/AIDS Verification**

**STATEMENT OF HIV/AIDS VERIFICATION**  
**HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS**  
**HOPWA PROGRAM**

**Note: This form must be filled out by a physician or certified health care worker**

**Applicant Name:** \_\_\_\_\_

**DOB:** \_\_\_\_\_

**I certify that** \_\_\_\_\_ **has a medically verified**

**AIDS Diagnosis**

**HIV Symptomatic Diagnosis**

**HIV Asymptomatic Diagnosis**

**Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**License #:** \_\_\_\_\_ **(if applicable)**      **State Issued:** \_\_\_\_\_

**Office/Clinic name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Telephone:** ( ) \_\_\_\_\_ **Fax:** ( ) \_\_\_\_\_

**Notes:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## ATTACHMENT B – HOPWA Line Items Worksheet (SAMPLE)

### Use of HOPWA Funds – List Activities

#### **SAMPLE 1**

##### Administrative Cost:

###### Salaries/Expenses

- Executive Officer
- Personnel Administration
- Accounting/Bookkeeping

##### Support Services:

- Adult Day Care and Personal Assistance
- Alcohol and Drug Abuse Services
- Case Management
- Child Care and other Child Services
- Education
- Employment Assistance and Training
- Legal Services
- Mental Health Services
- Outreach
- Transportation

#### **SAMPLE 2**

##### Administrative Cost:

###### Salaries/Expenses

- Executive Officer
- Personnel Administration
- Accounting/Bookkeeping

##### Housing Operations:

- Maintenance
- Security
- Insurance
- Utilities
- Furnishings
- Equipment
- Supplies

##### *Note:*

*- Administrative Costs are those indirect costs or functions that support operations in general, such as bookkeeping and compilation and reporting of data.*

*- Salaries and Wages can be handled both as direct or indirect costs. Direct HOPWA project staff costs are those costs incurred when staff is directly performing activities related to a particular HOPWA grant such as providing support services or administering housing assistance.*

## ATTACHMENT C – San Diego County Income Limits

Effective April 18, 2022\*

Area Median Income (AMI) \$106,900

<b>Family Size</b>	<b>80% AMI Low Income</b>	<b>50% AMI Very Low Income</b>	<b>30% AMI Extremely Low Income</b>
1	\$72,900	\$45,550	\$27,350
2	\$83,300	\$52,050	\$31,250
3	\$93,700	\$58,550	\$35,150
4	\$104,100	\$65,050	\$39,050
5	\$112,450	\$70,300	\$42,200
6	\$120,800	\$75,500	\$45,300
7	\$129,100	\$80,700	\$48,450
8	\$137,450	\$85,900	\$51,550

\*Income Limits outlined in the table above are current as of the NOFA release date.



## ATTACHMENT D - HOPWA Tier Policy

To assure that the neediest of the needy and sickest of the sick are served on a priority basis, proposals need to demonstrate how the target population will be served using the following “HOPWA Tier Policy”.

The initial Tier Policy was established on July 22, 1998, by the Joint City/County HIV Housing Committee and adopted by HCD in October 1998.

The Tier Policy was revised on November 5, 2008, by the Joint City/County HIV Housing Committee and adopted by HCDS in December 2008. The Tier Policy was revised again on March 20, 2019, by the Joint City/County HIV Housing Committee and adopted by HCDS on September 5, 2019.

### Part A

- Tier 1: Persons with a medically verified HIV/AIDS diagnosis and whose income is at or below thirty (30) percent of the Area Median Income (AMI) as set by HUD regulation.
- Tier 2: Persons with a medically verified HIV/AIDS diagnosis and whose income is at or less than fifty (50) percent but more than thirty (30) percent of the AMI as set by HUD regulation.
- Tier 3: Persons with a medically verified HIV/AIDS diagnosis and whose income is at or less than eighty (80) percent but more than fifty (50) percent of AMI as set by HUD regulation.

### Part B (applies to each tier level above)

- Within each tier level, priority access shall always be given to persons or families who are either actually homeless, in imminent danger of becoming homeless, or who are living in an emergency shelter (excludes *HIV community residences and alcohol/drug recovery homes*).
- Within each tier level, housing for families where two or more family members have a medically verified HIV/AIDS diagnosis shall always be given priority over individuals or families where only one person/family member has a medically verified HIV/AIDS diagnosis. (Note: “family” includes single parent households and same-sex couples with or without children).

## ATTACHMENT E – HOPWA Rent Calculation

<b>Client Name</b>		<b>Calculation Date</b>
<b>Client Unique ID</b>		
<input type="checkbox"/> <b>Initial Calculation</b>	<input type="checkbox"/> <b>Interim Calculation</b>	<input type="checkbox"/> <b>Recertification Calculation</b>
<p><i>HOPWA regulations 24CFR574.310d(1)(2)(3) state: "Resident rent payment. Except for persons in short-term supported housing, each person receiving rental assistance under this program or residing in any rental housing assisted under this program <u>must pay as rent</u>, including utilities, an amount which is <u>the higher of</u>: (1) <u>30 percent of the family's monthly adjusted income</u> (adjustment factors include the age of the individual, medical expenses, size of family and child care expenses and are described in detail in 24CFR5.609); (2) <u>10 percent of the family's monthly gross income</u>; or (3) If the family is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the family's actual housing costs, is specifically designated by the agency to meet the family's housing costs, the portion of the payment that is designated for housing costs." Documentation and Verification of Income: As a condition of participation in the program, each client must agree to supply such certification, release, information, or documentation as the agency determines to verify the client's income.</i></p>		
<b>SECTION I: GROSS HOUSEHOLD INCOME</b>		
<p><b>*The total income of the household (Annual Gross Income) is from all sources anticipated to be received in the 12-month period following the effective date of the income certification. Therefore, income must be ANNUALIZED, e.g. payment amount multiplied by number of payment periods per year for all income sources.</b></p>		
1)	The full amount (before payroll deductions) of annual wages and salaries, overtime pay, commissions, fees, tips and bonuses, other compensation for personal services prior to payroll deductions. (Applies to client and <b>all</b> household members 18 and older. For full-time students 18 and older, only \$480 of annual earned income should be included here.)	\$0
2)	Periodic payments from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, excluding lump sum payments for the delayed start of a periodic payment (Except as provided in (c)(14)).	\$0
3)	Payments in lieu of earnings, such as unemployment, disability, worker's compensation, and severance pay (Except as provided in (c)(3)).	\$0
4)	WELFARE ASSISTANCE, including payments made under other programs funded, separately or jointly, by federal, state, or local governments which are not excluded by Federal Statutes (see Income Exclusions).	\$0
5)	Periodic allowances including alimony and child support payments, and regular contributions or gifts received from organizations or persons not residing in the residence.	\$0
6)	Net income from operation of a business or profession.	\$0
7)	Interest, dividends, and other net income of any kind from real or personal property. Where net family assets are in excess of \$5,000, annual income shall include the greater of actual income derived from net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.	\$0
8)	All regular pay, special pay and allowances of a member of the Armed Forces (Except Hostile Fire Pay).	\$0
9)	<b><u>ANNUAL GROSS INCOME</u></b> (Sum of lines 1-8)	\$0
	Note: Annual gross income must be reassessed at least annually. However, if there is substantial change in the household's income during the year, an adjustment must be made to the resident rent to reflect the change in income.	
10)	<b><u>MONTHLY GROSS INCOME</u></b> (Line 9 divided by 12.)	\$0
<b>SECTION II: ALLOWANCES</b>		
<p><b>Per HUD regulations 24CFR5.611(a) the annual adjusted income is determined by deducting the following allowances from the annual gross income.</b></p>		
11)	<b><u>NUMBER OF DEPENDENTS</u></b> \$480 for each) Dependents include household members under the age of 18, elderly dependents, handicapped, disabled, or full-time students, but not the family head, spouse or foster children.	\$0

12)	<u><b>\$400 FOR ELDERLY OR DISABLED FAMILY MEMBER</b></u> <i>This allowance is provided to any family whose <u>head, spouse, or sole member is at least 62 years of age OR is handicapped/disabled.</u> This deduction always applies to households with persons with HIV/AIDS if they are the head, spouse, or sole member at least 62 years of age. (ONLY <b>ONE</b> DEDUCTION PER FAMILY/HOUSEHOLD PER YEAR)</i>	\$0
13)	<u><b>REASONABLE CHILDCARE EXPENSES (ANNUAL EXPENSE)</b></u> <i>These are expenses anticipated during the year for children 12 years of age and under that enable a household member to work, seek employment, or to further education. Deductible expenses for childcare to enable a person to work shall not exceed the amount of income received from such work. Childcare cannot be paid to another member of the household. (ONLY EXPENSES <b>NOT</b> REIMBURSED FROM ANY OTHER SOURCES ARE ALLOWED)</i>	\$0
14)	<u><b>THE SUM OF THE FOLLOWING EXPENSES, TO THE EXTENT THE SUM EXCEEDS 3% OF ANNUAL GROSS INCOME</b></u> <i>This deduction may not exceed the earned income received by family members who are 18 years of age or older and who are able to work because of such attendance care or auxiliary apparatus.</i>	
	a) <u><b>EXPENSES FOR NON-ELDERLY, DISABLED FAMILY MEMBERS</b></u> <i>This allowance covers reasonable expenses anticipated during the period for attendance care (provided by a non-household member) and/or auxiliary apparatus for any disabled household member that enables that person or any other household member to work. Deduction may not exceed the amount of income generated by the person enabled to work. (ONLY EXPENSES <b>NOT</b> REIMBURSED FROM ANY OTHER SOURCES ARE ALLOWED.)</i>	\$0
	b) <u><b>MEDICAL EXPENSES AND/OR ASSISTANCE FOR ELDERLY OR DISABLED FAMILY MEMBERS.</b></u> (Only expenses NOT reimbursed from any other sources are allowed)	\$0
15)	<u><b>TOTAL NON-REIMBURSED MEDICAL EXPENSES</b></u> <i>(Sum of lines 14a and 14b)</i>	\$0
16)	<u><b>3% OF ANNUAL GROSS INCOME</b></u> (Line 9 x .03)	\$0
17)	<u><b>ALLOWABLE MEDICAL EXPENSE DEDUCTION</b></u> (Line 16 minus line 17) <i>The Allowable Medical Expense Deduction is the amount of the Total Non-Reimbursed Medical Expenses that <b>exceeds</b> 3% of Annual Gross Income. If result is a negative number, client is <b>not</b> eligible for deduction.</i>	\$0

### **SECTION III: EARNED INCOME DISREGARD (EID)**

**HUD requires disregard for income to previously unemployed persons with disabilities who have earned income as described in 24CFR5.617(a)(b)(c)(d).**

**TO QUALIFY FOR THE EID, THE HOUSEHOLD MUST:**

**a)** be a disabled family receiving assistance through HOPWA; SHP; HOME; or the Housing Choice Voucher (Section 8) program; **All HOPWA households meet criteria A.** X

**THE HOUSEHOLD MUST ALSO MEET ANY ONE OF THE FOLLOWING:**

**b)** A disabled family member's earned income increases as a result of employment, after a period of unemployment of one (1) or more years prior to employment. For local minimum wage: <http://www.dol.gov/esa/minwage/america.htm>

**c)** A disabled family member's earned income increases as a result of participation in an economic self-sufficiency program or other job-training program

**d)** A disabled family member's income increases as a result of employment during or within six (6) months after receiving assistance, benefits, or services under TANF or a Welfare-to-Work program (including one time only cash assistance of at least \$500).

**\*If the household member qualifies as indicated with an "X" in b, c, or d above, use the formula below to determine how much earned income to disregard. \*If a household member does not qualify, proceed to section IV.**

*The client may qualify for the Earned Income Disregard for twenty-four (24) months after the effective date of the increase in earned income. For the first twelve (12) months, the entire amount of the increase in earned income may be disregarded. For the second twelve (12) months, 50% of the increase in earned income may be disregarded. Federal regulations limit a qualifying client to a lifetime maximum of 48 months of earned income exclusion. An increase in earned income cannot be disregarded for the purposes of determining clients' initial admission to or eligibility for the TBRA program.*

	<u>Name of Qualifying Family Member:</u>	
	<u>Effective Date of Increase in Earned Income:</u>	
	a) <u>Current Earned (employment) income of EID family member</u>	\$0
	b) <u>Other Current Income of EID family member</u>	\$0
	c) <u>Total Current Annual Income of EID family member (b+c)</u>	\$0
	d) <u>Pre-Qualifying/Baseline Income (Enter total income including earned and unearned, prior to qualifying event for the EID family member)</u>	\$0
	e) <u>Full Exclusion (Line c - d but no more than a.) If currently in the first 12-month exclusion period enter this amount on line 18.</u>	\$0
	f) <u>50% Exclusion (Line e divided by 2) If currently in the second 12-month exclusion enter this amount on line 18.</u>	\$0
18)	<b><u>EARNED INCOME DISREGARD</u></b> (Enter applicable figure from either e or f)	\$0
<b>SECTION IV: ADJUSTED INCOME</b>		
19)	<u>ANNUAL GROSS INCOME (from line 9)</u>	\$0
20)	<b><u>TOTAL ALLOWANCES</u></b> (Sum of lines 11, 12, 13, 17 and 18)	\$0
21)	<u>ANNUAL ADJUSTED INCOME</u> (Line 19 minus line 20) If result is a negative number, Annual Adjusted Income is \$0	\$0
22)	<b><u>MONTHLY ADJUSTED INCOME</u></b> (Line 21 divided by 12) If line 12 is a negative number, Monthly Adjusted Income is \$0	\$0
<b>SECTION V: TENANT RENT PAYMENT</b>		
23)	<u>TENANT RENT DETERMINATION</u>	
	a) <u>METHOD 1: 30% OF MONTHLY ADJUSTED INCOME (Line 22 x .30)</u>	\$0
	b) <u>METHOD 2: 10% OF MONTHLY GROSS INCOME (Line 10 x .10)</u>	\$0
<b>SECTION VI: TENANT RENT PAYMENT</b>		
<b>COMPLETE THIS SECTION ONLY IF THE TENANT'S UTILITIES ARE NOT INCLUDED IN RENT</b>		
27)	<b><u>TENANT RENT:</u></b> (the higher of line 23a or 23b)	\$0
28)	<b><u>UTILITY ALLOWANCE</u></b> (if applicable)	\$0
	A tenant is only eligible for a utility allowance if utilities are <b>NOT</b> included in the rent charge. Copies of HUD-approved utility allowance charts may be obtained from local Housing Authorities and are updated periodically.	
29)	<b><u>ADJUSTED TENANT RENT PAYMENT</u></b> (Line 27 minus line 28)	<b>\$0</b>
	THIS IS THE AMOUNT THE TENANT PAYS. IF THIS IS A NEGATIVE NUMBER, THIS IS THE AMOUNT TO BE REIMBURSED TO THE TENANT (payment may be made directly to utility company). THE PROGRAM PAYS THE REMAINING AMOUNT OF THE RENT (line 24) TO THE LANDLORD.	
<i>Signature of Staff</i>		<i>Date</i>

# ATTACHMENT F – HOPWA HQS Habitability Standards

## HOPWA HQS Habitability Standards

All housing assisted under 24CFR574.300(b)(3),(4),(5), and (8), including the HOPWA Rental Assistance Program, must provide safe and sanitary housing that is in compliance with the habitability standards outlined below and any state or local requirements. Mark each statement as A for approved or D for deficient. Property must meet all standards in order to be approved.

- i. Structure and materials: The structures must be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the residents from hazards.
- ii. Access: The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.
- iii. Space and Security: Each resident must be afforded adequate space and security for themselves and their belongings. An acceptable place to sleep must be provided for each resident.
- iv. Interior air quality: Every room or space must be provided with natural or mechanical ventilation. Structures must be free of pollutants in the air at levels that threaten the health of residents.
- v. Water Supply: The water supply must be free from contamination at levels that threaten the health of individuals.
- vi. Thermal environment: The housing must have adequate heating and/or cooling facilities in proper operating condition.
- vii. Illumination and electricity: The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be provided to permit use of essential electrical appliances while assuring safety from fire.
- viii. Food preparation and refuse disposal: All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner.
- ix. Sanitary Conditions: The housing and any equipment must be maintained in sanitary condition.
- x. Lead-based paint: If the structure was built prior to 1978, and a child under the age of six or a pregnant woman will reside in the property, and the property has a defective paint surface inside or outside the structure, the property cannot be approved until the defective surface is repaired by at least scraping and painting the surface with two coats of non-lead based paint. Defective paint surface means: applicable surface on which paint is cracking, scaling, chipping, peeling or loose. If a child under age six residing in the HOPWA-assisted property has an Elevated Blood Level, paint surfaces must be tested for lead-based paint. If lead is found present, the surface must be abated in accordance with 24 CFR Part 35.  
*Note the following to assist in determining if unit can be approved or is deficient: Date built/rehabbed \_\_\_\_; Children under 6 present \_\_\_\_; Pregnant woman \_\_\_\_; LBP brochure provided to household and signature of receipt on file \_\_\_\_.*
- xi. Smoke detectors: The HOPWA program must comply with the Fire Administration Authorization Act of 1992 (P.L. 102-522). Smoke detectors must be installed in accordance with NFPA 74, or more stringent local policies as applicable. Existing units must contain a single or multiple station smoke detector; outside each sleeping area; on each level; battery operated or hard wired; clearly audible or interconnected. Accommodations must be made for individuals with sensory impairments.

(Source: U.S. Department of Housing and Urban Development: 24 CFR Part 574, B574.310 (b), B882.404(c)(3); and CPD-94-05.)

### CERTIFICATION STATEMENT

I certify that I am not a HUD certified inspector and I have evaluated the property located at the address below to the best of my ability and find the following:

The property meets all of the above standards       The property does not meet all of the above standards.

The property is Rent Reasonable       The property is not Rent Reasonable

Therefore, I make the following determination:  The property is approved.       The property is not approved.

Case Name \_\_\_\_\_

Street Address \_\_\_\_\_

Apartment #      City      State      Zip

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please Print Name: \_\_\_\_\_ CBO Exec. Dir. Initial \_\_\_\_\_

# ATTACHMENT G – Client Housing Plan

## CLIENT HOUSING PLAN

### HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS HOPWA

NAME or ID#: \_\_\_\_\_ Date: \_\_\_\_\_

Current housing situation: \_\_\_\_\_

Number in household: \_\_\_\_\_

**Housing Objective:**

- Establish or better maintain a stable living environment.
- Improved access to HIV treatment and other healthcare support.
- Reduced the risk of homelessness among people living with HIV/AIDS and their families.

**Assessment:**

This section is designed to be used with the Housing Application and Assessment form to:

- Help keep the focus on immediate needs while assisting in the development of long-term housing plans
- Help determine the feasibility of independent housing vs. supportive living environments.

**Plan**

- Please complete all three sections of Plan.

**1. List any problems identified in the Housing Assessment and Budget (may include others not listed in assessment):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**2. Housing Goals:**

Emergency Housing Goal:	Date to Complete	Who? C/M-H/A	Who? Client
a) Steps/Objectives:			
b) Steps/Objectives:			
c) Steps/Objectives:			
d) Steps/Objectives:			
<b>Transitional Housing Goal:</b>			
a) Steps/Objectives:			
b) Steps/Objectives:			
c) Steps/Objectives:			
d) Steps/Objectives:			
<b>Permanent Housing Goal:</b>			
a) Steps/Objectives:			
b) Steps/Objectives:			
c) Steps/Objectives:			
d) Steps/Objectives:			

**My Signature below indicates my agreement with and commitment to this housing plan. I recognize that with my consent, my Housing Advocate/Case Manager may revise this housing plan over time.**

**Client Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Housing Advocate/Case Manager:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Housing Plan Update:** (leave blank if this is the first Individual Housing Plan)

**1. Date of this follow-up:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Were goal(s) achieved (Check one):

\_\_\_\_ Yes, definitely      \_\_\_\_ Yes, generally      \_\_\_\_ No, not really      \_\_\_\_ No, definitely not

Please describe:

**2. Date of this follow-up:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Were goal(s) achieved (Check one):

\_\_\_\_ Yes, definitely      \_\_\_\_ Yes, generally      \_\_\_\_ No, not really      \_\_\_\_ No, definitely not

Please describe:

**3. Date of this follow-up:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Were goal(s) achieved (Check one):

\_\_\_\_ Yes, definitely      \_\_\_\_ Yes, generally      \_\_\_\_ No, not really      \_\_\_\_ No, definitely not

Please describe:

Please describe what other resources besides HOPWA are being used to address the client's housing issues:

# **NOFA EXHIBITS**



## EXHIBIT A – STATEMENT OF WORK

### 1. Scope of Work/Purpose

Subrecipient shall provide direct housing and related support services for low-income persons living with Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS) and their households in the entire San Diego County region in accordance with the U.S. Department of Housing and Urban Development (HUD) Housing Opportunities for Persons with AIDS (HOPWA) Program regulations. The HOPWA Program is governed by Code of Federal Regulations (CFR) Title 24 Part 574. Subrecipient shall provide the following eligible HOPWA funded activities:

### 2. Background Information

The HOPWA Program was authorized by the AIDS Housing Opportunity Act (42 U.S.C. 12901 (refer to <https://www.hudexchange.info/resource/2934/aids-housing-opportunity-act/> ) and amended by the Housing and Community Development Act of 1992. The HOPWA Program is designed to provide eligible entities with resources to devise long-term comprehensive strategies for meeting the housing needs of low-income persons living with HIV/AIDS and their households. **Please note:** “Household” is defined by HUD as a single individual or a family composed of two (2) or more persons for which household incomes are used to determine eligibility, and for the calculation of the resident rent payment. The term is used for collecting data on changes in income, changes regarding access to services, receipt of housing information services, and outcomes regarding housing stability.

Eligible activities for HOPWA-funded projects include: Housing Information Services; Short-Term Rent, Mortgage and Utility Assistance Payments; Emergency Housing; Supportive Services; and Housing Operations.

All services performed under the contract are subject to the review and approval by the County of San Diego Housing and Community Development Services (HCDS) and HUD. All HOPWA-funded projects/services are required to serve those individuals living with HIV/AIDS and their households.

#### ***Live Well San Diego Vision***

The County of San Diego Health and Human Services Agency (HHSA) supports the *Live Well San Diego* vision of Building Better Health, Living Safely, and Thriving. *Live Well San Diego*, developed by the County of San Diego, is a comprehensive, innovative regional vision that combines the efforts of partners inside and outside County government to help all residents be healthy, safe, and thriving. All HHSA partners and Subrecipients, to the extent feasible, are expected to advance this vision. Building Better Health focuses on improving the health of residents and supporting healthy choices. Living Safely seeks to ensure residents are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and emergencies. Thriving focuses on promoting a region in which residents can enjoy the highest quality of life.

Information about *Live Well San Diego* can be found on the County’s website and a website designated to the vision:

- [http://www.sdcounty.ca.gov/hhsa/programs/sd/live\\_well\\_san\\_diego/index.html](http://www.sdcounty.ca.gov/hhsa/programs/sd/live_well_san_diego/index.html) and
- <http://www.LiveWellSD.org>

#### ***A Trauma-Informed System***

The County of San Diego Health and Human Services Agency (HHSA) is committed to becoming a Trauma-Informed System as part of its effort to build a better service delivery system. All programs operated and supported by HHSA shall be part of a Trauma-Informed System, which includes providing trauma-informed services and maintaining a trauma-informed workforce. It is an approach for engaging individuals - staff, clients, partners, and the community - and recognizing that trauma and chronic stress influence coping strategies

and behavior. Trauma-informed systems and services minimize the risk of re-traumatizing individuals and/or families, and promote safety, self-care, and resiliency. Trauma-Informed Principles include:

- Understanding trauma and its impact to individuals;
- Promoting safety;
- Awareness of cultural, historical, disability, and gender issues, and ensuring competence and responsiveness;
- Supporting consumer empowerment, control, choice, and independence;
- Sharing power and governance (e.g., including clients and staff at all levels in the development and review of policies and procedures);
- Demonstrating trustworthiness and transparency;
- Integrating services along the continuum of care;
- Believing that establishing safe, authentic, and positive relationships can be healing; and
- Understanding that wellness is possible for everyone.

### 3. **Goal**

The goal of the HOPWA Program is to ensure affordable housing options and related housing services are available to low-income persons living with HIV/AIDS and their households, and to assist such persons in achieving and maintaining housing stability, thereby avoiding homelessness and improving their access to, and engagement in, HIV/AIDS treatment and care.

### 4. **Specific Requirements for Service Delivery**

4.1. Subrecipient shall obtain verification of the person's HIV/AIDS diagnosis (refer to Attachment A: Statement of HIV/AIDS Verification) completed and signed by a physician or certified health care worker.

4.1.1. Please note: Self-certification of a HIV/AIDS diagnosis will be accepted **ONLY** for Information Services (Paragraph 5.2.1 below), and the self-certification is required to be signed by both the client and their case manager.

4.2. Subrecipient shall provide the following project/service, per the HOPWA Tier Policy (refer to Attachment D: HOPWA Tier Policy), to the target population identified above in Section 4. The following is the minimum number of persons/households or beds/housing units, where applicable and appropriate, Subrecipient shall serve on an **annual basis: (Please note: The Applicant's proposal responses to Submittal Requirements: 2.1; 2.2; 2.3; 2.4; 2.5; or 2.6 regarding the following projects/services may be included in this section in the final contract if appropriate and unless otherwise negotiated):**

4.2.1. **Housing Information Services.** Housing information and referral services including, but not limited to, counseling, information, and referral services to assist an eligible person living with HIV/AIDS to locate, acquire, finance, and maintain housing. This may also include fair housing counseling for eligible persons who may encounter discrimination on the basis of race, color, religion, sex, age, national origin, familial status, or disability.

4.2.1.1. The minimum number of persons living with HIV/AIDS the project will serve \_\_\_\_\_.

4.2.1.2. The minimum number of extremely low-income households/persons (<30% of Area Median Income [AMI]); (refer to attached Attachment C: San Diego County Income Limits) to be served \_\_\_\_\_.

4.2.1.3. The minimum number of very low-income households/persons (31-50% AMI) \_\_\_\_\_.

4.2.1.4. The minimum number of low-income households/persons (51-80% AMI) \_\_\_\_\_.

4.2.1.5. Demographic information (i.e., race, ethnicity, gender, and age) of the persons served.

4.2.1.6. The minimum number of persons living with HIV/AIDS with a completed Client Housing Plan (refer to attached Attachment G: Client Housing Plan) for maintaining or establishing stable on-going housing \_\_\_\_\_. Completed Client Housing Plans (Plan) are required as a means to address the HOPWA goals. The Plan shall address

all needs and barriers to housing stability identified through the client's assessment. The Plan may be used by case managers to develop a strategy for assisting clients obtain and maintain housing stability.

- 4.2.1.7. The minimum number of persons living with HIV/AIDS with access to Care and Support (e.g., access/contact with case manager/benefits counselor, primary health provider, medical insurance, etc.) as required by HUD: \_\_\_\_\_.
- 4.2.2. Short-term Rent, Mortgage, and Utility Payments. Short-term rent, mortgage and utility payments provide assistance to prevent the homelessness of the tenant or mortgagor of a dwelling.
  - 4.2.2.1. The minimum number of persons living with HIV/AIDS the project will serve \_\_\_\_\_.
  - 4.2.2.2. The minimum number of extremely low-income households/persons (<30% of Area Median Income [AMI]; (refer to attached Attachment C: San Diego County Income Limits) to be served \_\_\_\_\_.
  - 4.2.2.3. The minimum number of very low-income households/persons (31-50% AMI) \_\_\_\_\_.
  - 4.2.2.4. The minimum number of low-income households/persons (51-80% AMI) \_\_\_\_\_.
  - 4.2.2.5. Demographic information (i.e., race, ethnicity, gender, and age) of the persons served.
  - 4.2.2.6. The minimum number of persons living with HIV/AIDS with a completed Client Housing Plan (refer to attached Attachment G: Client Housing Plan) for maintaining or establishing stable on-going housing \_\_\_\_\_. Completed Client Housing Plans (Plan) are required as a means to address the HOPWA goals. The Plan shall address all needs and barriers to housing stability identified through the client's assessment. The Plan may be used by case managers to develop a strategy for assisting clients obtain and maintain housing stability.
- 4.2.3. Emergency Housing. Emergency housing in the form of hotel/motel vouchers.
  - 4.2.3.1. The minimum number of persons living with HIV/AIDS the project will serve \_\_\_\_\_.
  - 4.2.3.2. The minimum number of extremely low-income households/persons (<30% of Area Median Income [AMI]; (refer to attached Attachment C: San Diego County Income Limits) to be served \_\_\_\_\_.
  - 4.2.3.3. The minimum number of very low-income households/persons (31-50% AMI) \_\_\_\_\_.
  - 4.2.3.4. The minimum number of low-income households/persons (51-80% AMI) \_\_\_\_\_.
  - 4.2.3.5. Demographic information (i.e., race, ethnicity, gender, and age) of the persons served.
  - 4.2.3.6. The minimum number of persons living with HIV/AIDS with a completed Client Housing Plan (refer to attached Attachment G: Client Housing Plan) for maintaining or establishing stable on-going housing \_\_\_\_\_. Completed Client Housing Plans (Plan) are required as a means to address the HOPWA goals. The Plan shall address all needs and barriers to housing stability identified through the client's assessment. The Plan may be used by case managers to develop a strategy for assisting clients obtain and maintain housing stability.
- 4.2.4. Supportive Services. Supportive services including, but not limited to, a wide range of supportive services such as health, mental health, assessment, permanent housing placement, drug and alcohol abuse treatment and counseling, day care, personal assistance, nutritional services, intensive care when required, and assistance in gaining access to local, State, and Federal government benefits and services, except that health services may only be provided to individuals living with HIV/AIDS and not to household members of these individuals.
  - 4.2.4.1. The minimum number of persons living with HIV/AIDS the project will serve \_\_\_\_\_.

- 4.2.4.2. The minimum number of extremely low-income households/persons (<30% of Area Median Income [AMI]; (refer to attached Attachment C: San Diego County Income Limits) to be served \_\_\_\_\_.
- 4.2.4.3. The minimum number of very low-income households/persons (31-50% AMI) \_\_\_\_\_.
- 4.2.4.4. The minimum number of low-income households/persons (51-80% AMI) \_\_\_\_\_.
- 4.2.4.5. Demographic information (i.e., race, ethnicity, gender, and age) of the persons served.
- 4.2.4.6. The minimum number of persons living with HIV/AIDS with a completed Client Housing Plan (refer to attached Attachment G: Client Housing Plan) for maintaining or establishing stable on-going housing \_\_\_\_\_. Completed Client Housing Plans (Plan) are required as a means to address the HOPWA goals. The Plan shall address all needs and barriers to housing stability identified through the client's assessment. The Plan may be used by case managers to develop a strategy for assisting clients obtain and maintain housing stability.
- 4.2.4.7. The minimum number of persons living with HIV/AIDS with access to Care and Support (e.g., access/contact with case manager/benefits counselor, primary health provider, medical insurance, etc.) as required by HUD \_\_\_\_\_.
- 4.2.5. Housing Operations. Housing operation costs for housing including maintenance, security, operation, insurance, utilities, furnishings, equipment, supplies, and other incidental costs.
  - 4.2.5.1. The minimum number of unduplicated housing units or beds the project will make available and occupied \_\_\_\_\_.
  - 4.2.5.2. The minimum number of extremely low-income households/persons (<30% of Area Median Income [AMI]; (refer to attached Attachment C: San Diego County Income Limits) to be served \_\_\_\_\_.
  - 4.2.5.3. The minimum number of very low-income households/persons (31-50% AMI) \_\_\_\_\_.
  - 4.2.5.4. The minimum number of low-income households/persons (51-80% AMI) \_\_\_\_\_.
  - 4.2.5.5. Demographic information (i.e., race, ethnicity, gender, and age) of the persons served.
  - 4.2.5.6. The minimum number of persons living with HIV/AIDS with a completed Client Housing Plan (refer to attached Attachment G: Client Housing Plan) for maintaining or establishing stable on-going housing \_\_\_\_\_. Completed Client Housing Plans (Plan) are required as a means to address the HOPWA goals. The Plan shall address all needs and barriers to housing stability identified through the client's assessment. The Plan may be used by case managers to develop a strategy for assisting clients obtain and maintain housing stability.
  - 4.2.5.7. The minimum number of persons living with HIV/AIDS with access to Care and Support (e.g., access/contact with case manager/benefits counselor, primary health provider, medical insurance, etc.) as required by HUD \_\_\_\_\_.
- 4.3. Roster of the Current Board of Directors and Meeting Schedule. Subrecipient shall submit a roster of the current Board of Directors and its meeting schedule to the Contracting Officer's Representative (COR) at the beginning of initial term and each option period of the contract. Additionally, the roster of the Board of Directors is required to be submitted to the COR if any changes or revisions are made to the Board of Directors during the contract period.
- 4.4. All housing assisted under 24 CFR 574.300(b)(3), (4), (5), and (8), must provide safe and sanitary housing that is in compliance with habitability standards and any state or local requirements. Housing Habitability Standards Inspection Checklist must be provided and maintained within client file. See Attachment F. \*Applicable to Housing Operations Service Contracts (Paragraph 5.2.5. above)
- 4.5. Subrecipient shall obtain and submit to the County a certificate of completion of the Getting to Work

training curriculum by at least one of its employees every three years.  
[www.hudexchange.info/trainings/dol-hud-getting-to-work-curriculum-for-hiv-aids-providers/](http://www.hudexchange.info/trainings/dol-hud-getting-to-work-curriculum-for-hiv-aids-providers/)

- 4.6. Subrecipient shall obtain and submit to the County a certificate of completion of the HOPWA Oversight training curriculum by at least one of its employees every three years.  
[www.hudexchange.info/trainings/hopwa-oversight-training/](http://www.hudexchange.info/trainings/hopwa-oversight-training/)
- 4.7. Subrecipient shall obtain and submit to the County a certificate of completion of the CPD Financial Management training curriculum by at least one of its employees every three years.  
[www.hudexchange.info/trainings/financial-management-curriculum/](http://www.hudexchange.info/trainings/financial-management-curriculum/)

## **5. Data Collection and Reporting Requirements**

- 5.1. Household. “Household” is defined by HUD as a single individual or a family composed of two (2) or more persons for which household incomes are used to determine eligibility, and for the calculation of the resident rent payment. The term is used for collecting data on changes in income, changes regarding access to services, receipt of housing information services, and outcomes regarding housing stability.
- 5.2. Subrecipient shall be compliant with all requirements of this Section 6, unless otherwise agreed to in writing by the Contracting Officer’s Representative (COR). Subrecipient shall perform data collection and submit reports to the County in a format provided by the County, pursuant to the following:
  - 5.2.1. Monthly Reports. Subrecipient shall submit a monthly report to the County on the tenth (10<sup>th</sup>) day of the month following the month in which the services were provided. The monthly report shall, at a minimum, include the following information:
    - 5.2.1.1. Number of clients and their households receiving services during the month
    - 5.2.1.2. Number of new clients and their households receiving services during the month
    - 5.2.1.3. Number of clients and their households who left/exited during the month with the following additional information included:
      - 5.2.1.3.1. Reason for leaving the project
      - 5.2.1.3.2. Amount of time receiving services under the project
    - 5.2.1.4. Number of bed nights/days provided during the month, if applicable
    - 5.2.1.5. Demographic information for clients’ receiving services during the month
    - 5.2.1.6. Date of client’s move-in/move-out during the month, if applicable
    - 5.2.1.7. Number of new individual Client Housing Plans completed during the month
  - 5.2.2. Annual Reports. Subrecipient shall submit an annual report to the County no later than July 20<sup>th</sup> of each year of the contract following the year in which the services were provided. The annual report shall, at a minimum, include the following information:
    - 5.2.2.1. Number of clients and their households receiving services during the year
    - 5.2.2.2. Number of clients and their households who left/exited during the year with the following additional information included:
      - 5.2.2.2.1. Destination information for clients and their households who left/exited during the year
    - 5.2.2.3. Demographic information for clients and their households receiving services during the year
    - 5.2.2.4. Number of households and the amount of HOPWA funds expended on supportive services
    - 5.2.2.5. Narrative describing the activities performed with HOPWA or leveraged funds during the year

- 5.2.2.6. Number of clients and their households who accessed and/or maintained connections to Care and Support services
- 5.2.2.7. Number of new individual Client Housing Plans completed during the year
- 5.2.2.8. Number of individual Client Housing Plans updated during the year
- 5.2.2.9. Brief narrative of accomplishments and challenges during the year
- 5.2.2.10. Detailed narrative and performance assessment of: outputs reported; outcomes assessed; barriers and recommendations; and technical assistance needs

5.3. Additional Reports/Requirements. Subrecipient may be requested to provide additional data to the County in response to a County, federal or state inquiry or request. If this situation should arise, Subrecipient shall provide the County with the requested data.

## **6. Compensation**

Subrecipient shall submit a monthly claim to the COR by the tenth (10th) day of the month following the month in which the services were provided. Subrecipient is to use the claim form provided by HCDS, and the monthly claim, along with supporting documentation to substantiate the claim, is to be submitted with the monthly report required above in Paragraph 6.2.1.

## **7. Contract Administration**

- 7.1. Subrecipient and all Subrecipient employees working under this contract shall attend a contract orientation meeting. The intent of the contract orientation is to discuss the requirements of this contract, focusing on the Agreement and this Statement of Work. The contract orientation will be conducted by HCDS no more than thirty (30) days after the contract effective date.
- 7.2. Subrecipient is required to provide a similar contract orientation for all subsequent new Subrecipient staff within two (2) calendar days of hire. Subrecipient shall provide to the COR the acknowledgement form signed by both the trainer and Subrecipient staff.

## **8. Limitations of Costs**

For each term period stated on the Signature Page of the Agreement:

- 8.1. The parties estimate that performance of this Agreement will not cost County more than the maximum Agreement amount specified in the Compensation clause of the Agreement Signature Page.
- 8.2. Subrecipient agrees to use its best efforts to perform the work specified and all obligations under this agreement within the maximum Agreement amount.
- 8.3. Subrecipient shall notify the COR in writing whenever it has reason to believe that:
  - 8.3.1. The costs Subrecipient expects to incur under this Agreement in the next sixty (60) days, when added to all costs previously incurred, will exceed seventy-five percent (75%) of the maximum Agreement term amount as specified in the Compensation clause of the Agreement Signature Page, or
  - 8.3.2. The total cost for the performance of this Agreement will be either greater or substantially less than had been previously agreed to for that term.
  - 8.3.3. As part of the notification, Subrecipient shall provide the COR a revised estimate of the total cost of performing the Agreement for that term.
- 8.4. Unless otherwise stated in this Agreement, County is not obligated to reimburse Subrecipient for costs incurred in excess of the maximum Agreement amount specified in the Compensation clause of the Agreement Signature Page.
- 8.5. Subrecipient is not obligated to continue performance under this Agreement (including actions under the Termination clause of this Agreement) or otherwise incur costs in excess of the maximum Agreement amount specified in the Compensation clause of the Agreement Signature Page, unless the County

Contracting Officer notifies Subrecipient in writing that the maximum Agreement amount has been increased and provides a revised maximum Agreement amount of performing this Agreement.

- 8.6. No notice, communication, or representation in any form other than that specified above in Paragraph 8.5, or from any person other than the County Contracting Officer, shall affect this contract's maximum Agreement amount to the County. In the absence of the specified notice, County is not obligated to reimburse Subrecipient for any costs in excess of the maximum Agreement amount.
- 8.7. If the maximum Agreement amount is increased, any costs Subrecipient incurs before the increase that are in excess of the previously maximum Agreement amount shall be allowable to the same extent as if incurred afterward, unless the County Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

## EXHIBIT B – INSURANCE REQUIREMENTS

Without limiting Subrecipient's indemnification obligations to County, Subrecipient shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Subrecipient, his agents, representatives, employees or subcontractors.

### 1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non owned, hired auto Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.
- D. Professional Liability (Errors & Omissions) insurance appropriate to the Subrecipient's Profession, including, but not limited to medical administration, counseling and legal services.
- E. Improper Sexual Conduct including sexual harassment, sexual abuse and sexual misconduct applying to bodily injury, property damage or personal injury arising out of the actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of the insured or as a result of the negligent employment, investigation, hiring & supervision or the reporting or failure to report to proper authorities of a person for whom any insured is or ever was legally responsible.
- F. Cyber/Information Security Liability shall cover all of Subrecipient's employees, officials and agents. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Subrecipient in this agreement and shall apply to any dishonest, fraudulent, malicious or criminal activities that affect, alter, copy, corrupt, delete, disrupt or destroy a computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of either electronic or non-electronic data, including publicizing confidential electronic or non-electronic data; causing electronic or non-electronic confidential electronic data to be accessible to unauthorized persons; transfer of computer virus, Trojan horse, worms or any other type of malicious or damaging code; and for Third-Party Liability encompassing judgments or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.

### 2. Minimum Limits of Insurance

Subrecipient shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Subrecipients Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$4,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.



- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.
- D. Professional Liability (Errors & Omissions): \$2,000,000 per claim with an aggregate limit of not less than \$4,000,000. This coverage shall be maintained for a minimum of three years following termination or completion of Subrecipient's work pursuant to the Contract.
- E. Improper Sexual Conduct: \$2,000,000 per claim with an aggregate limit of not less than \$2,000,000.
- F. Cyber Security Liability. \$2,000,000 per claim with an aggregate limit of not less than \$2,000,000.

If the Subrecipient maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Subrecipient. As a requirement of this contract, any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the County of San Diego.

### **3. Self-Insured Retentions**

Any self-insured retention must be declared to and approved by County Risk Management. At the option of the County, either: the insurer shall reduce or eliminate such self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Subrecipient shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

### **4. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### **A. Additional Insured Endorsement**

The County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Subrecipient including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed by or on behalf of the Subrecipient. General Liability coverage can be provided in the form of an endorsement to the Subrecipient's insurance (at least as broad as ISO from CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used).

#### **B. Primary Insurance Endorsement**

For any claims related to this Contract, Subrecipient's insurance coverage, including any excess liability policies, shall be primary insurance at least as broad as ISO CG 20 01 04 13 as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, employees, or volunteers shall be excess of the Subrecipient's insurance and shall not contribute with it.

#### **C. Notice of Cancellation**

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

**D. Severability of Interest Clause**

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

**General Provisions**

**5. Qualifying Insurers**

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

**6. Evidence of Insurance**

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Subrecipient shall furnish the County with a copy of the policy declaration and endorsement pages along with the certificates of insurance and amendatory endorsements effecting coverage required by this clause. Policy declaration and endorsement pages shall be included with renewal certificates and amendatory endorsements submissions and shall be furnished to County within thirty days of the expiration of the term of any required policy. Subrecipient shall permit County at all reasonable times to inspect any required policies of insurance.

**7. Failure to Obtain or Maintain Insurance; County's Remedies**

Subrecipient's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Subrecipient.

**8. No Limitation of Obligations**

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Subrecipient, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Subrecipient pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

**9. Review of Coverage**

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Subrecipient to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

**10. Self-Insurance**

Subrecipient may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Subrecipient shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Subrecipient's (i) net worth, and (ii) reserves for payment of claims of liability against Subrecipient, are sufficient to

adequately compensate for the lack of other insurance coverage required by this Contract. Subrecipient's utilization of self-insurance shall not in any way limit liabilities assumed by Subrecipient under the Contract.

### **11. Claims Made Coverage**

If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- A. The policy retroactive date coincides with or precedes Subrecipient's commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).
- B. Subrecipient will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract.
- C. If insurance is terminated for any reason, Subrecipient shall purchase an extended reporting provision of at least three years to report claims arising in connection with the Contract.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

### **12. Subcontractors' Insurance**

Subrecipient shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Subrecipient shall ensure that County is an additional insured on insurance required from subcontractors. Such Additional Insured endorsement shall be attached to the certificate of insurance in order to be valid and on a form at least as broad as ISO from CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used. If any sub contractor's coverage does not comply with the foregoing provisions, Subrecipient shall defend and indemnify the County from any damage, loss, cost, or expense, including attorneys' fees, incurred by County as a result of subcontractor's failure to maintain required coverage.

### **13. Waiver of Subrogation**

Subrecipient hereby grants to County a waiver of their rights of subrogation which any insurer of Subrecipient may acquire against County by virtue of the payment of any loss. Subrecipient agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Subrecipient, its employees, agents and subcontractors.

## EXHIBIT C – HOPWA PROJECT PRICE PROPOSAL BUDGET

**CONTRACT TERM: July 1, 2023 through June 30, 2028**

**SUBRECIPIENT NAME:**

**PROJECT/SERVICE:**

**ALN # 14.241**

<b>Pricing Schedule</b>	
<b>July 1, 2023 – June 30, 2024</b>	<b>\$</b>
<b>July 1, 2024 – June 30, 2025</b>	<b>\$</b>
<b>July 1, 2025 – June 30, 2026</b>	<b>\$</b>
<b>July 1, 2026 – June 30, 2027</b>	<b>\$</b>
<b>July 1, 2027 – June 30, 2028</b>	<b>\$</b>