

**STATE OF NORTH CAROLINA
COUNTY OF DURHAM**

**HOUSING OPPORTUNITIES
FOR PERSONS WITH AIDS
(HOPWA)
PROJECT SPONSOR
AGREEMENT**

THIS SUB-GRANT AGREEMENT ("Agreement") is entered into and shall be effective as of the 19 of March 2019, by and between City of Durham ("Grantee"), a body corporate and politic of the State of North Carolina, ("City"), and Durham County ("Project Sponsor"), a political subdivision of the State of North Carolina located at 200 East Main Street in Durham, North Carolina 27701 whose Unique Identity Number is #004874228.

BACKGROUND

A. Pursuant to Title 24 of the Code of Federal Regulations (CFR) Part 574, and pursuant to the Rules and Regulations promulgated by HUD governing the conduct of Housing Opportunities for Persons With AIDS (HOPWA) programs ("Rules and Regulations"), the City of Durham has entered into a grant agreement with United States Department of Housing and Urban Development (HUD) for financial assistance to conduct the HOPWA Program in the Eligible Metropolitan Statistical Area of Durham, Chatham, Orange, and Person Counties.

B. As provided in the Rules and Regulations, the City is authorized to contract by sub-grant agreement with public entities or private non-profit entities for qualified activities and projects. The Grantee desires to make available to the Project Sponsor certain grant funds from the HUD with a Federal Award Date of October 30, 2017, known as the HOPWA program and being designated as Federal Award Identification Number (FAIN) NCH17-F004, Catalogue of Federal Domestic Assistance (CFDA) 14.241 and known as the "Grant."

C. Under this Agreement, the Project Sponsor will be the recipient of HOPWA program funds from the City for eligible activities as set forth in the HOPWA regulations, which are incorporated into this Agreement by reference. The Project Sponsor agrees to abide by each paragraph of this Agreement, as a condition for receiving the federal funds referenced above.

D. The Project Sponsor further agrees that all activities conducted under this Contract shall be of a type authorized by the provisions of Part 8, Article 19 of Chapter 160A of the General Statutes of North Carolina, as amended by Chapter 206 of the Session of laws of 1987.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. GENERAL TERMS

1.1 Scope of Work. The Project Sponsor shall perform or cause to be performed all work required for the Program described herein and, in that performance, shall be responsible for conducting all personnel staffing and contracting, providing all services, and furnishing all related real and personal property required. The Project shall be performed in a manner satisfactory to DCD and in accordance with the provisions of this Agreement.

1.2 Project Responsibility. The City's Department of Community Development (DCD) is hereby designated as the representative of the City regarding all HOPWA Program matters and shall be responsible for the overall administration and management of that program.

1.3 Period of Performance.

- a. The period of performance of this agreement shall be from January 1, 2019 to December 31, 2019.
- b. This agreement shall be undertaken and completed by the Project Sponsor in an expeditious manner and shall not extend beyond the end of the Period of Performance, unless the Parties extend it.
- c. All extensions of time proposed for the performance of this agreement shall be requested in writing by the Project Sponsor to DCD for approval. Extensions are at the City's discretion and, if granted, shall be granted in writing by the City.

1.4 Program and Budget.

- a. **Generally.** The activities to be conducted hereunder are resource identification, supportive services, permanent housing placement and short term rent, mortgage and utility (STRMU) assistance, generally described in **Attachment I** and referred to hereinafter as the "Program." The funds obligated for the Program shall not be used for Research and Development (R&D). Indirect Costs, as defined in 2 CFR 200.56, do not apply to this funding.
- b. **Total Obligation.** The Grantee shall obligate the Project Sponsor a maximum sum of the following:

| | |
|----------------------------|---------------------|
| HOPWA Funds | \$171,500.00 |
| Other Federal Funds | \$0.00 |
| Total Federal Funds | \$171,500.00 |

City Funds
Total Funding Award

\$0.00
\$171,500.00

- 1.5 Approval and Changes.** The Project Sponsor prepared the budget for the Program for DCD review and approval prior to the execution of this agreement. All changes within the budget(s) shall be reported in a timely manner for approval by DCD. All proposed changes in this agreement, which would increase or decrease the amounts of funding or would result in a change in the scope, location or beneficiaries of the Program shall be submitted to DCD for prior approval and must be formally authorized by a written amendment to this agreement.

1.6 Expenditure of Funds.

- a. The Project Sponsor must make a concerted good-faith effort to expend the total funding amount specified above within the Period of Performance. The Project Sponsor's costs and expenditures shall not exceed the total funding amount. The City shall not be liable for or reimburse the Sponsor for any extra costs on the Program, or any additional funding in excess of the total amount stated above, without a prior written amendment of this agreement.
- b. In the event the full funding amount, to be paid or reimbursed hereunder by the City, is not expended by the Project Sponsor for program costs, as specified in Attachment I and II by the end of the Period of Performance, the Project Sponsor shall refund, release or transfer any unexpended amount back to the City within 60 days after the end of the Period of Performance. The Sponsor may re-apply for these funds, provided the funds are still available and the Project Sponsor remains eligible.
- c. The Project Sponsor shall use funds available under this Agreement to supplement rather than supplant funds otherwise available.

1.7 Methods of Disbursement.

- a. The Project Sponsor will request payment from the City on a monthly basis, for reimbursement of rent payments during the course of the Program.
- b. A request for reimbursement on the Program shall be in a form and content as prescribed by DCD and shall be submitted to DCD for review and for a determination of payment. Upon approval by DCD, submission of the request for processing and payment will occur. The Project Sponsor shall request payments, supported and documented as required by DCD, during the period for which payment is requested.

- c. Expenditures under this agreement, if later determined by the City or HUD, to be ineligible for payment, reimbursement or which are inadequately documented will be, upon written request, immediately refunded to the City by the Project Sponsor.

1.8 Entire Agreement. This Agreement consists of this contract and the following listed attachments, which are incorporated by reference:

- a. Attachment I, Scope of Work;
- b. Attachment II, Program Budget;
- c. Attachment III, CAPER Report Form HUD-40110-D;
- d. Attachment IV, Oversight Resource Guide;
- e. Attachment V, HOPWA Program HMIS Manual; and
- f. Attachment VI, HOPWA Performance Grant Agreements.

ARTICLE 2. PROGRAM OPERATION REQUIREMENTS

2.1 HOPWA Program Compliance. The Project Sponsor shall comply with the HOPWA program regulations set forth at 24 CFR Part 574 and applicable related federal regulations, including but not limited to 24 CFR Part 5, 24 CFR Part 84, and 2 CFR Part 200; and applicable Office of Management and Budget (OMB) Circulars referenced within the regulations. The Project Sponsor also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this Agreement, including following applicable regulations and using forms found in the June 2015 North Carolina Communicable Disease AIDS Care Program HOPWA Policies and Procedures Manual.

2.2 Conflicts of Interest.

- a. **Organizational Conflicts of Interest.** The provision of any type or amount of HOPWA assistance may not be conditioned on an individual's or family's acceptance or occupancy of housing owned by the Project Sponsor, or a parent or subsidiary of the Sponsor. The Sponsor may not, with respect to individuals or families occupying housing owned by the Sponsor, or any parent or subsidiary of the Sponsor, carry out the initial evaluation.
- b. **Individual Conflicts of Interest.** For the procurement of goods and services, the Project Sponsor must comply with the codes of conduct and conflict of interest requirements under 24 CFR § 85.36 (for governments) and 24 CFR § 84.42 (for private nonprofit organizations). For all other transaction and activities, the Sponsor must follow the restrictions listed in 24 CFR § 574.624. All Contractors of the Sponsor must comply with the same requirements of this section.

- 2.3 Displacement, Relocation and Acquisition.** Consistent with the goals and objectives of the HOPWA Grant, the Project Sponsor agrees to assure that they have taken all reasonable steps to minimize the displacement of persons, (families, individuals, businesses, non-profit organizations, and farms), under this program. The Sponsor will comply with all requirements regarding displacement relocation and acquisition listed in 24 CFR §574.630.
- 2.4 Recordkeeping & Reporting Requirements.** The Project Sponsor shall have written policies and procedures to ensure the requirements of the HOPWA program are met and shall maintain sufficient records to document HIV/AIDS status, risk of homelessness status, determination of eligibility, annual income, program participant records documenting eligible status, rental assistance Agreements and payments, monthly allowance for utilities used to determine compliance with rent restriction, compliance with housing standards, records of services and assistance provided for each type of service, coordination with the CoC and participation in HMIS, and all other requirements listed in 24 CFR § 574.530. Such information shall be made available to City for monitoring purposes on request.
- 2.5 Confidentiality.** The Project Sponsor understands that client information collected under this agreement is private and the use or disclosure of such information, except to parties to this Agreement, is prohibited without lawful court order or unless written consent is obtained from such person receiving services and, in the case of a minor, that of a responsible parent/guardian. The Project Sponsor shall ensure the confidentiality of client data in accordance with 24 CFR §574.440.
- 2.6 Close-Outs.** The Project Sponsor's obligation to the City shall not end until all close-out requirements are completed.
- 2.7 Audits & Inspections.** All Project Sponsor records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, their designees or the federal government, at any time during normal business hours, as often as the City or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sponsor within a time period as agreed upon by the City and the Sponsor after receipt by the Sponsor. Failure of the Sponsor to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments or refunding of payments to the City. The Sponsor hereby agrees to have an agency audit conducted in accordance with current City policy concerning Sponsor audits; and, as applicable, OMB Circular A-133.

Progress Reports. During the Program, the Project Sponsor shall prepare and submit reports

on the Performance of the Program on a monthly basis. Additional reports may be requested by the City throughout the term of the contract. Within 30 days of the end of the City's Fiscal Year, the Project Sponsor shall submit to the DCD a draft CAPER (HUD Form – 40110-D) made part of this Agreement as Attachment III.

- 2.8 Records.** The Project Sponsor shall maintain accurate financial and service delivery records pertinent to the activities to be funded under this agreement. Records shall be maintained for a period of five (5) years as set forth at 24 CFR § 574.530.

ARTICLE 3. INDEMNIFICATION AND INSURANCE

3.1 Indemnification.

a. Generally. Neither party agrees to indemnify or hold harmless the other party. However, to the extent permitted by law, each party agrees to be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result from or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party, its employees, subcontractors, or representatives, in the performance or omission of any act of responsibility of that party under this Agreement. In the event that a claim is made against both parties it is the intent of both parties to cooperate in the defense of said claim. However, either party shall have the right to take any and all actions they believe necessary to protect their interest, including, without limitation, the right to enforce the obligations of this Agreement against the other party and the right to recover damages caused by the other party arising out of the performance or nonperformance of this Agreement. This provision shall survive the termination of this Agreement. Notwithstanding the above, neither party waives its governmental immunity or any other immunity granted by law and all parties reserve the same unto themselves.

b. Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract.

3.2 Insurance and Bonding for contracts over \$50,000.00.

a. General Insurance Requirements for All Policies

1. Project Sponsor holds a system of self-insurance that allows it to cover its activities under this Agreement.

2. The Project Sponsor shall furnish certificates of insurance, acceptable to the City, verifying compliance with the insurance requirements herein prior to the execution of this agreement. The City may request updated certificates of insurance on or before the anniversary date of any of the evidenced policies throughout the life of this agreement.
 3. In the event any work is sub-contracted, the Project Sponsor shall require its sub-contractor, at no cost to the City, to secure and maintain all minimum insurance coverages required of the Sponsor hereunder.
 4. All required policies shall provide that coverage thereunder shall not be canceled or modified without providing (30) days prior written notice to the City in a manner approved by Risk Management.
 5. In the event Project Sponsor fails to maintain and keep in force any insurance policies as required herein City shall have the right at its sole discretion to obtain such coverage and reduce payments to Sponsor for the costs of said insurance.
- b. Required Insurance Policies.** Project Sponsor, shall at its own cost maintain a system of self-insurance during the term of this Agreement, including all renewal terms, the following minimum insurance coverage:
1. Workers Compensation and employer's liability insurance as required by the State of North Carolina, unless a waiver of coverage is allowed and acquired pursuant to North Carolina law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations and partnerships. In the event any work is sub-contracted, the Project Sponsor shall require its sub-contractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to North Carolina law.
 2. Commercial general liability insurance, on an occurrence form, in the minimum amount of \$2,000,000 per occurrence with a \$4,000,000 general policy aggregate.
The policy shall protect the Project Sponsor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the Sponsor's operations under this Agreement, whether performed by the Sponsor itself or anyone directly or indirectly employed or engaged by either of them.

ARTICLE 4. OTHER FEDERAL REQUIREMENTS

- 4.1 Prohibited Activities.** The Project Sponsor is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian or religious activities, lobbying, political patronage, and nepotism.
- 4.2 Non-Discrimination and Equal Opportunity.** The Project Sponsor, and all persons acting on its behalf, agree that they shall comply with the non-discrimination and equal opportunity requirements set forth in 24 CFR § 5.105(a) and with all federal, state and City laws governing discrimination, and they shall not discriminate in the application, screening, employment, participation, or any other involvement of any person in relation to any phase of the Program(s).
- 4.3 Section 3 Compliance.** The Project Sponsor, and any of the Sponsor's sub-recipients and sub-contractors, shall comply with the provisions of Section 3 of the Housing and Urban Development Act, as set forth in 24 CFR Part 135. The Sponsor certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements. The Sponsor will include this Section 3 clause in every sub-contract and will take appropriate action pursuant to the sub-contract upon a finding that the sub-contractor is in violation of regulations issued by the grantor agency. The Sponsor will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any sub-contract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- 4.4 Affirmative Outreach.** The Project Sponsor must make known that use of the facilities, assistance, and services of this Program are available to all on a non-discriminatory basis. If it is unlikely that the procedures that the Sponsor intends to use to make known the availability of the facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the recipient or Sponsor must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. The recipient and its Sponsors must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, recipients and sub-recipients are also required to take reasonable steps to ensure meaningful access to programs and activities for Limited English Proficiency (LEP) persons.
- 4.5 Uniform Administrative Requirements.** The requirements of 24 CFR Part 85 apply to the recipient and Project Sponsors that are units of general purpose local government, except that 24 CFR 85.24 and 85.42 do not apply, and program income is

to be used as match under 24 CFR 85.25(g). The requirements of 24 CFR part 84 apply to Sponsors that are private non-profit organizations, except that 24 CFR 84.23 and 84.53 do not apply, and program income is to be used as the no-federal share under 24 CFR 84.24(b). These regulations include allowable costs and non-Federal audit requirements.

- 4.6 Environmental Review Responsibilities.** The Project Sponsor shall **not** be required to assume the environmental responsibilities described at 24 CFR Part 50 or the review process under 24 CFR Part 52. The City will be responsible for environmental review compliance.
- 4.7 Davis-Bacon Act.** The provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-5) do not apply to the HOPWA Program.
- 4.8 Hatch Act.** The Project Sponsor agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.
- 4.9 Lobbying.** The Project Sponsor hereby certifies that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement;
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying', in accordance with its instructions;
 - c. It will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-awards shall certify and disclose accordingly; and
 - d. This certification is a material representation of fact upon which reliance was

placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 5. MONITORING, TERMINATION, AND SUSPENSION

- 5.1 Failure to Meet Standards.** The City will monitor the performance of the Project Sponsor against goals and performance standards required in the attached Scope of Work. If, the standards are not met, and within a reasonable period of time after being notified by the City, the Sponsor does not take action to correct any substandard performance, the City may initiate termination or suspension of the agreement, which may result in withdrawal or termination of funding.
- 5.2 Termination.** Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 90 days before the effective date of such termination. Partial terminations of the Program described in Article 1 may only be undertaken with the prior approval of the City. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, records, reports or other materials prepared by the Project Sponsor under this Agreement shall, at the option of the City, become the property of the City, and the Sponsor shall be entitled to receive just and equitable compensations for any satisfactory work completed on such documents or materials prior to the termination.
- 5.3 Suspension.** The City may suspend this agreement, in whole or in part, if the Project Sponsor materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Sponsor ineligible for any further participation in the City's contracts, in addition to other remedies as provided by law.
- 5.4 City's Manager's Authority.** To the extent that the City has the power to suspend or terminate this Agreement or the Sponsor's services under this Agreement, that power may be exercised by City Manager or a deputy or assistant City Manager without City Council action.

ARTICLE 6. MISCELLANEOUS PROVISIONS

- 6.1 Amendments.**
- a. Either of the parties may request amendments to any of the provisions of this agreement at any time, but no amendment shall be made or performed until it

has been mutually agreed to by the parties. All amendments shall be in writing and executed prior to any work being done.

- b. The City may, in its discretion, amend this agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the purpose, the scope of services, the location, or beneficiaries of the Program to be undertaken as part of this agreement, such modifications will be incorporated only by written amendment signed by both City and Project Sponsor.

- 6.2 **Independent Contractor.** The relationship of City and Project Sponsor under this Agreement shall be that of an independent contractor status. Each party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law, including but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between City and Contractor of employer and employee, partners or joint ventures.
- 6.3 **No Third Party Rights Created.** The parties agree that Project Sponsor's obligations under this Agreement are solely to the City. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.
- 6.4 **Waiver of Condition or Breach.** No action or failure to act by the Grantee shall constitute a waiver of any of its rights or remedies that arise out of this Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
- 6.5 **Assignments and Contracting.** The responsibility for the performance of this agreement shall not be assigned, transferred or contracted out by the Project Sponsor without the prior written consent of the City. Contracts or purchase orders by the Sponsor for the acquisition of equipment, materials, supplies or services for the Program do not require the consent of the City, but shall be done in accordance with the competitive bidding requirements of this Agreement and any applicable state laws and local government ordinances.
- 6.6 **Sub-contracts.** The Project Sponsor shall not enter into any sub-contracts with any agency or individual in the performance of this Agreement without the consent of the City prior to the execution of such subcontract. The Sponsor will monitor all sub-contracted services on a regular basis to assure contract compliance. Results of

monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of non-compliance. The Sponsor shall cause all of the provisions of this agreement in its entirety to be included in and made a part of any sub-contract executed in the performance of this Agreement. The Sponsor shall undertake to insure that all sub-contracts let in the performance of this agreement shall be awarded on a fair and open competition basis. Executed copies of all sub-contracts shall be forwarded to the City along with documentation concerning the selection process.

6.7 Ethical Standards. Project Sponsor represents that it has not: (a) provided an illegal gift or payoff to any City officer or employee, or former City officer or employee, or to any relative or business entity of a City officer or employee, or relative or business entity of a former City officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Durham City's Ethics, Gifts and Honoraria ordinance (Chapter 2.07, Durham City Code of Ordinances, 2001); or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any City officer or employee or former City officer or employee to breach any of the ethical standards set forth in State statute or Durham City ordinances.

6.8 Campaign Contributions. The Project Sponsor acknowledges the limits on campaign contributions by contractors to City candidates, pursuant to Chapter 2.72A, Durham City Code of Ordinances (2001). Sponsor further acknowledges that violating campaign contribution limitations may result in criminal sanctions as well as termination of this Agreement. Sponsor represents, by executing this Agreement, that Sponsor has not made or caused others to make any campaign contribution to any City candidate in violation of the above-referenced City ordinance.

6.9 Public Funds and Public Monies.

- a. Definitions.** 'Public funds' and 'public monies' mean monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the state or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or other similar instrumentalities, or any City, County, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of 'public funds' while in Project Sponsor's possession.

- b. Project Sponsor's Obligation.** Project Sponsor, as recipient of 'public funds' and 'public monies' pursuant to this and other contracts related hereto, expressly understands that it, its officers, and employees are obligated to receive, keep safe, transfer, disburse and use these 'public funds' and 'public monies' as authorized by law and this Agreement for the provision of services to City of Durham. The Sponsor expressly understands that City may monitor the expenditure of public funds by Sponsor. The Sponsor expressly understands that City may withhold funds or require repayment of funds from Sponsor for contract non-compliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

6.10 Survival of Provisions. The parties to this agreement specifically agree that all the paragraphs, terms, conditions and other provisions of this agreement that requires some action to be taken by either or both of the parties upon or after the expiration or termination hereof shall survive the expiration or termination of this agreement and shall be completed, taken or performed as provided herein or as may be required under the circumstances at that time.

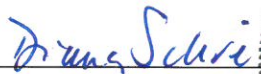
6.12 E-Verify compliance under 143-133.3. The Sponsor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS). This E-Verify compliance under 143-133.3 section is intended to apply to only the contracts to which NCGS 143-133.3(a) applies and shall be construed in accordance with that statute. Any clause in this contract included under the authority of NCGS 160A-20.1(b) shall be of no effect; provided, however, to the extent (if any) required to comply with NCGS 143-129(j), a clause in this contract requiring the Sponsor and its subcontractors to comply with the requirements of Article 2 of Chapter 64 shall remain in effect if this contract is subject to NCGS 143-129. This E-Verify compliance under 143-133.3 section is valid only if House Bill 318, which was ratified on 29 September 2015, is signed into law by the Governor of North Carolina.

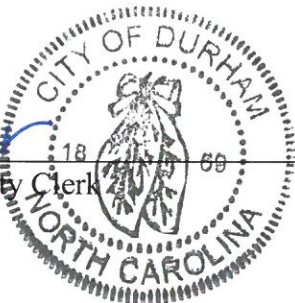
IN WITNESS WHEREOF, each of the parties has caused this Agreement to be approved by its governing body or board and to be duly executed as follows:

CITY OF DURHAM:

By: 
Thomas J. Bonfield, City Manager


ATTEST: DURHAM

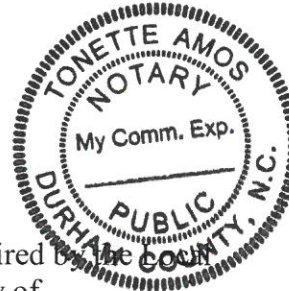
By: 
Diana Schreiber, City Clerk



**STATE of NORTH CAROLINA
COUNTY of DURHAM**

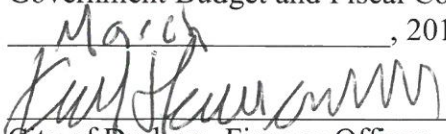
I, a Notary Public in and for the aforesaid County and State certify that Diana Schreiber personally appeared before me this day, and acknowledged that she is the City Clerk of the **City of Durham**, a municipal corporation, and that by authority duly given and as the act of the City, the foregoing contract was signed in its corporate name by its City Manager, sealed with its corporate seal, and attested by its said City Clerk. This the 21st day of March, 2019.

Notary Public: 
My Commission Expires: 07-17-2022



Pre-Audit Certification

This instrument has been pre-audited in the manner required by the Government Budget and Fiscal Control Act. This the 19th day of March, 2019.


City of Durham, Finance Officer

**PROJECT SPONSOR
DURHAM COUNTY**

By: _____
William Ben Rose, Director

ATTEST

By: _____

**NORTH CAROLINA
DURHAM COUNTY**

I, a Notary Public in and for the aforesaid County and State, certify that _____ personally appeared before me this day and stated that he or she is _____ Secretary of _____, a corporation, and that by authority duly given and as the act of the corporation, the foregoing contract with the City of Durham was signed in its name by its Governing Board Chairperson, whose name is _____, sealed with its corporate seal, and attested by him/herself as its said Secretary or Assistant Secretary.

This the _____ day of _____, 2019.

Notary Public: _____

My Commission Expires: _____

ATTACHMENT I

SCOPE OF WORK

Services to be Provided

Under the terms of this agreement, the Project Sponsor will serve individuals and families experiencing housing instability who meet the eligibility requirements for HOPWA assistance by providing the following services:

- (1) **Outreach.** The Project Sponsor will communicate on a monthly basis with representatives from each of the four counties in the EMSA to identify individuals needing HOPWA assistance and to address any questions or concerns that may have arisen with respect to individuals currently receiving HOPWA assistance. Organizations to be contacted as part of this outreach include county health departments and HIV Point of Care (POC) sites:

- County Health Departments for Chatham, Durham, Orange and Person Counties.
- Duke 1K Clinic
- Duke Pediatrics
- UNC ID Clinic
- UNC Pediatric Clinic
- Healing with CAARE
- We Cahn
- Lincoln Early Intervention Clinic
- Community Empowerment Fund

In addition, the Project Sponsor will participate in quarterly Network of Care meetings to share information about services available in the EMSA.

- (2) **Client Intake.** When individuals or families request HOPWA program assistance, the Project Sponsor will conduct an initial evaluation to determine individual or family's eligibility for HOPWA assistance and the amount and types of assistance needed to regain stability in permanent housing. These evaluations must be conducted in accordance with the assessment requirements set forth under HOPWA regulations and documented in individual client files. When determining the annual income of an individual or family, the Project Sponsor must use the standard for calculating annual income under 24 CFR Part V. Calculations of individual and household income-eligibility must be documented in individual client files.
- (3) **Short Term Rental, Mortgage and Utility Payments (STRMU).** The Project Sponsor will provide limited financial assistance for eligible households to remain in their current housing using STRMU funds. STRMU payments are intended to be targeted to households that have demonstrated the financial capacity to maintain their current housing with the infusion of short-term, limited financial assistance. STRMU payments are limited to \$1,750 per household per year.
- (4) **Permanent Housing Placement.** The project sponsor will provide limited financial

assistance to enable eligible clients to identify and secure housing. Funds may be used to pay deposits, one-time utility connection fees or other HOPWA eligible Permanent Housing Placement expenses.

- (5) **Supportive Services.** The project sponsor will provide case management to all clients receiving HOPWA housing assistance, including Permanent Housing Placement and STRMU assistance through the Project Sponsor, and HOPWA Tenant Based Rental Assistance managed by the Durham Housing Authority. The goal of this assistance will be to enable clients to regain or maintain stable housing, and to appropriately manage their health care. The Project Sponsor must follow the requirements for housing stability case management for individual HOPWA clients as outlined in the regulations, and document on-going case management in each file.

The project sponsor will work to provide comprehensive supportive services by linking assisted participant's housing plans and medical plans to other community resources and programs such as Ryan White for individuals needing additional medical, health-related counseling, and other non-housing related issues. The Project Sponsor must assist each program participant to obtain appropriate supportive housing-related services, as well as health, nutrition and quality of life community resources. Documentation of referrals to other services must be documented in individual client files.

Terminating Client Assistance

If a client violates the program requirements, the Project Sponsor may terminate their assistance in accordance with a formal process; a policy and appeals process, established by the Project Sponsor. The process must recognize the rights of individuals affected. The Project Sponsor must exercise judgment, consider the circumstances for termination and examine all extenuating circumstances in determining whether the violations warrant termination. A program participant's assistance should only be terminated in the most severe cases.

Outputs

By December 31, 2019, the Project Sponsor will have:

1. Communicated on a monthly basis with County Health Departments and HIV POCs in the four-county EMSA.
2. Provided STRMU assistance to at least 26 clients.
3. Provided Permanent Housing Placement Assistance to at least 1 client.
4. Provide Supportive Services, in the form of Case Management, to all clients receiving HOPWA housing assistance, including Permanent Housing Placement and STRMU assistance through the Project Sponsor, and HOPWA Tenant Based Rental Assistance managed by the Durham Housing Authority.

Outcomes

1. 100% of HOPWA clients have a housing plan for maintaining or establishing stable ongoing housing.
2. 100% of HOPWA clients have contact with case manager/benefits counselor consistent with the schedule specified in client's individual service plan. This may include leveraged

services such as Ryan White Medical Case Management.

3. 100% of HOPWA clients have contact with a primary health care provider consistent with the schedule specified in client's individual service plan
4. 100% of HOPWA clients access and maintain medical insurance/assistance
5. 100% of HOPWA clients successfully access or maintain qualification for sources of income.
6. 75% of HOPWA STRMU clients remain in stable/permanent housing* at the end of the program year.
7. 100% of HOPWA TBRA clients remain in stable/permanent housing at the end of the program year.

**Stable or permanently housed is defined as maintaining private housing without subsidy where assistance was provided or completed and the client is stable and not likely to seek additional support; OR Other private housing without subsidy where a client switched housing units and is now stable, and not likely to seek additional support; OR Client has obtained other HOPWA housing subsidy assistance; OR Client has obtained other housing subsidy.*

ATTACHMENT II
PROGRAM BUDGET

Durham Department of Social Services
HOPWA Program Budget
January 1, 2019 - December 31, 2019

| Category | Amount |
|------------------------------------|----------------------|
| Resource Identification (Training) | \$ 2,000.00 |
| STRMU Financial Assistance | \$ 46,000.00 |
| Permanent Housing Placement | \$ 2,500.00 |
| Supportive Services | \$ 121,000.00 |
| TOTAL | \$ 171,500.00 |

ATTACHMENT III

CAPER Report Form HUD-40110-D

(consists of pages 1-26 /click link to access)

CAPER Report Form HUD-40110-D

file:///commdev\department_files\Attachment - 12835 - CONTRACT ATTACHMENT -
HOPWA CAPER FORM - 12-3-2018.docx

ATTACHMENT IV

HOPWA Program HMIS Manual

(consists of pages 1-226 /click link to access)

[Oversight Resource Guide](#)

<file:///commdev/departments/files/Attachment%20-%2012835%20-%20CONTRACT%20ATTACHMENT%20-%20OVERSIGHT%20GUIDE%20-%2012-3-2018.pdf>



HOPWA Program HMIS MANUAL

A Guide for HMIS Users and System Administrators

Released November 2017

U.S. Department of Housing and Urban Development

2017 Version 1.1

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Release & Update Information

First Release: March 2015

First Update: September 2017

Second Update: November 2017

Introduction

The *HOPWA (Housing Opportunities for Persons with AIDS) HMIS Program Manual* is intended to support data collection and reporting efforts of Homeless Management Information System (HMIS) Lead Agencies and HOPWA program grantees. This manual provides information on HMIS project setup and data collection guidance specific to the HOPWA Program.

The guidance provided in this document aligns with requirements around using HMIS as stated by the HOPWA office and refers to the data elements required for HOPWA in an HMIS as established in the 2017 HMIS Data Standards. This document is not a replacement for any specific program guidance, requirements, regulations, notices, and training materials on the HOPWA Program. This manual only addresses the use of HMIS for HOPWA.

Additional Resources

- **HOPWA Program** Guidance about the HOPWA program and its requirements can be found on-line at the HOPWA Program page.
- **Ask A Question:** To ask a question about any HOPWA Program HMIS requirement go to the Ask A Question section of the HUD Exchange. Please be sure to select "HMIS" for your question under "My Question is Related To." HUD and HOPWA program staff are working together to answer questions that come in on the AAQ related to HOPWA and HMIS.
- **HMIS:** There are a variety of documents available on the HUD Exchange 2017 HMIS Data Standards page that comprise the suite of HMIS Data Standard resources, which are highlighted in the table below. Each of the documents has a specific purpose and intended audience. The HMIS Lead should be familiar with all of the documents and collectively use them as their HMIS reference materials along with specific materials provided by the software vendor.

| Manual Name & Link | Intended Audience | Contents |
|---|-----------------------------------|---|
| <u>HMIS Data Standards Dictionary</u> | HMIS Vendors & HMIS Lead Agencies | <p>The dictionary provides the detailed information required for system programming on all HMIS element and response required to be included in HMIS software. It delineates data collection requirements, system logic, and contains the XML and CSV tables and numbers.</p> <p>The dictionary also includes critical information about data collection stages, federal partner data collection required elements, project descriptor data elements, and metadata data elements.</p> |
| <u>HMIS Data Standards Manual</u> | HMIS Lead Agencies & HMIS Users | The manual provides a review of all of the Universal Data Elements, Project Descriptor Data Elements, and Common Program Specific Data Elements. It contains information on data collection requirements, instructions for data collection, and descriptions that the HMIS User will find as a reference. |
| <u>HMIS Standard Reporting Terminology Glossary</u> | HMIS Lead Agencies | The HMIS Standards Reporting Terminology Glossary is the standard report document for HMIS implementations. The glossary is designed to provide HMIS and their programmers a foundation for HMIS-required reports. |

HMIS Project Setup Steps

It is important to be sure that communities understand the difference between a program and a project because they have distinct meanings in this context. A program is the source of funding that the organization is receiving to run its project (e.g., HOPWA Program funding for ABC Permanent Housing project). For data collection purposes, HUD and its federal partners refer to categories of funding within a program as components.

1. Identify Projects for Inclusion in HMIS

Identify all the projects within the HMIS implementation that receive HOPWA funding. HOPWA provides funding to grantees in two different ways:

- **Formula Program** (90% of national funds) awards are provided to certain states and cities that constitute the most populous unit of general local government in the Eligible Metropolitan Statistical Area (EMSA). The formula grantees receive formula allocations based on their State or metropolitan population and proportionate number of cases of persons with AIDS, and then allocate the funding to project sponsors across the EMSA or State. Formula Program providers report program accomplishments through the HOPWA section of the major city in the EMSA or State's Consolidated Annual Performance and Evaluation Report (CAPER).
- **Competitive Program** (10% of national funds) awards are provided based on a national competition to areas that are not eligible for formula funding and to projects demonstrating innovative models that address special issues or sub-populations. Competitive Program providers report program accomplishments through the HOPWA Annual Performance Report (HOPWA APR). In the event a single project receives funding from multiple HOPWA grants (e.g. 2 separate competitive grants or 1 competitive grant and 1 formula grant), separate projects should be created so that tracking expenditures and accomplishments by funding source can easily be conducted.

2. Identify Funding Components for each Project

Identify the component for each project funded through the HOPWA Program *per the project's grant agreement*. The HOPWA Program includes eight eligible components:

- The **Hotel/Motel (H/M)** component of HOPWA funds are designed to provide motel and hotel vouchers for up to 60 days if no appropriate shelter beds are available and subsequent rental housing has been identified but is not immediately available for move-in by the program participants. For the HOPWA annual performance reporting through the HOPWA CAPER and APR, hotel and motel vouchers are categorized under "Transitional/Short Term Housing Subsidy Assistance."
- The **Housing Information (HI)** component of HOPWA provides counseling, information, and referral services to assist in locating, acquiring, financing and maintaining housing. This component is consistent with the category used for HOPWA annual performance reporting through the HOPWA CAPER and APR.

- The Permanent Housing (PH) component of HOPWA supports facility-based housing (operating or leasing) and Tenant-Based Rental Assistance (TBRA). Both methods of permanent housing assistance, enable clients to live as independently as possible in a permanent setting. For the HOPWA annual performance reporting through the HOPWA CAPER and APR, facility-based permanent housing and TBRA are delineated as separate HOPWA housing subsidy assistance types.
- The Permanent Housing Placement (PHP) component of HOPWA helps to establish a new permanent residence where continued occupancy is expected. This program covers costs associated with housing referrals, tenant counseling, application fees and credit checks, first month's rent and security deposit, and one-time utility connection fees and processing costs. For the HOPWA annual performance reporting through the HOPWA CAPER and APR, PHP is considered a housing subsidy assistance category under the HOPWA program.
- The Short-Term Housing (STH) component of HOPWA supports temporary shelters (facility based housing – leasing) to allow for opportunity to develop an individualized housing and service plan to guide the client's linkage to permanent housing. For the HOPWA annual performance reporting through the HOPWA CAPER and APR, STH is combined with transitional housing as a single housing subsidy assistance category.
- The Short-Term Rent, Mortgage Utility Assistance (STRMU) component of HOPWA is time-limited housing financial assistance designed to prevent homelessness and increase housing stability of the tenant or mortgagor of a dwelling. Grantees may provide assistance for a period of up to 21 weeks in any 52-week period. The amount of assistance varies per client depending on funds available, need, and program guidelines. For the HOPWA annual performance reporting through the HOPWA CAPER and APR, STRMU is listed as a separate housing subsidy assistance category.
- The Transitional Housing (TH) component of HOPWA supports facility-based housing (operating or leasing) providing up to 24 months of housing as individuals and families move to permanent housing. For the HOPWA annual performance reporting through the HOPWA CAPER and APR, TH is combined with short-term housing as a single housing subsidy assistance category.
- The Supportive Services component of HOPWA supplements housing with services that help clients manage their HIV/AIDS condition. For the HOPWA annual performance reporting through the HOPWA CAPER and APR, supportive services are categorized separately from the housing subsidy assistance types.

3. Set Up Projects in HMIS

One of the most critical steps in accurate data collection and reporting is ensuring that a project is set up properly in an HMIS. Incorrect project setup will jeopardize recipients' ability to produce accurate, reliable reports and will affect the community's ability to generate community wide reports like System Performance Measures.

HMIS System Administrators should follow the procedures established for their particular HMIS when setting up projects in the HMIS. These setup procedures must include, at a minimum, the following:

1. The HMIS includes Project Descriptor data elements for all residential continuum projects, regardless of their participation in HMIS; and
2. The HMIS Lead, in consultation with the CoC, reviews project descriptor data at least once annually and updates that data as needed.

The following are required Project Descriptor Data Elements:

- **Organizational Identifiers (2.1)** – The name of the agency/organization receiving HOPWA funding and providing the direct services to clients must be entered or identified with the HOPWA specific project. The HMIS generates an identification number. The HMIS must maintain only one single record for each agency/organization, regardless of how many projects they operate. For most formula-funded projects, this is the HOPWA project sponsor organization, unless the grantee themselves provides direct service with HOPWA funds. Depending on the local program design under the HOPWA competitive program, this could be the grantee or the project sponsor. In the HMIS Data Standards, HUD strongly recommends that the name of the organization is the actual legal name of the entity and not an abbreviation or other derivative of the name, since the name is being transmitted in reports.
- **Project Identifiers (2.2)**
 - **Project ID:** The HMIS must assign a Project ID to each project via a system generated number or code, which serves as a distinct identifier that is consistently associated with that project.
 - **Project Name:** The name of the project receiving HOPWA funding must be entered or identified with the HOPWA specific project. HMIS administrators should note that often the name of the project on the grant agreement is not the same as the name the project is called by the organization and/or the common name in the community and often not the same name as is used on the HIC. HMIS administrators should maintain mapping information to correlate grant names, HIC names, and common names with the project identifiers either within the HMIS itself or separately.
 - **Operating Start Date:** Beginning in October 2017, the Operating Start Date of a project must be completed in the HMIS on all projects. The Operating Start Date of the project is defined as the first day the project provided services and/or housing. Thus, this date must be no later than the date the first client served in the project was entered into the project. For projects which began operating prior to October 1, 2012, the operating start date may be estimated if not known.
 - **Operating End Date:** An Operating End Date must be entered when a project closes. The Operating End Date must be the last day on which the last client received housing/services. The Operating End Date should be left empty if the project is still in operation (refer to the specific HMIS instructions on project close out in an HMIS).
- **Continuum of Care (CoC) Code (2.3)** – Select the CoC code based on the location in which the project operates. HOPWA-funded projects may be funded to operate in a single CoC or they may be funded to operate in a wider geographic area that covers multiple CoCs. Projects funded to operate in multiple CoCs should be associated with all of the CoC codes for which they will be entering client-level data into the HMIS. For example, if a STRMU project is expected to provide financial assistance to everyone in the EMSA then all of the CoC codes which cover the EMSA must be selected. However, if the STRMU project only provides services to people in City X, and City X has a single CoC code, then select the code that applies to City X's CoC only. If a project is

funded to operate in multiple CoCs and is participating in the HMIS implementations of each separate CoC with a separate project created in each, only the CoC Code relevant to the HMIS implementation need be entered.

- Project Type (2.4) – *Continuum Project* should be answered 'Yes' for all projects funded under programs listed below. Appropriate project types will be critical to the CoC's ability to produce System Wide Performance measures. HOPWA project types must be set up as follows:

| HOPWA Program Component | HMIS Project Type |
|---|-----------------------------------|
| Permanent Housing TBRA | PH – Permanent Supportive Housing |
| Permanent Housing Facility-Based | PH – Permanent Supportive Housing |
| Transitional Housing (TH) | Transitional Housing |
| Short Term Housing (STH) | Emergency Shelter |
| Hotel/Motel (H/M) | Emergency Shelter |
| Supportive Services Only <i>not in conjunction with housing (SSO)</i> | Services Only |
| Housing Information (HI) | Services Only |
| Permanent Housing Placement (PHP) | Services Only |
| Short Term Rent, Mortgage, Utility Assistance (STRMU) | Homelessness Prevention |

No single project within an HMIS may have two project types. Recipients of grant awards consisting of multiple components which fund activities that fall under separate project types must have separate projects set up in HMIS for each project type. For example, if TBRA and STRMU are both provided by the same HOPWA-funded entity, there must be two different projects in HMIS: one for PH – Permanent Supportive Housing (TBRA) and one for Homelessness Prevention (STRMU).

| HMIS Project Type | HOPWA Program Component | IDIS Activities |
|--|---|--|
| Facility-Based (Site based or Scattered site) | | |
| PH – Permanent Supportive Housing | Permanent Housing Facility-Based (PH) | Activity Category: Facility-Based Housing Subsidy Assistance Housing Type Drop Down: Permanent housing |
| Transitional Housing | Transitional Housing (TH) | Activity Category: Facility-Based Housing Subsidy Assistance Housing Type Drop Down: Short term shelter or Transitional supportive housing facility/units |
| Emergency Shelter | Short Term Housing (STH) | Activity Category: Facility-Based Housing Subsidy Assistance Housing Type Drop Down: Short term shelter or Transitional supportive housing facility/units |
| Emergency Shelter | Hotel/Motel (H/M) | Activity Category: Facility-Based Housing Subsidy Assistance Housing Type Drop Down: Short term shelter or Transitional supportive housing facility/units |
| Not Facility-Based | | |
| PH – Permanent Supportive Housing | Tenant Based Rental Assistance (TBRA) | Activity Category: TBRA Housing Type Drop Down: N/A |
| Services Only | Housing Information (HI) | Activity Category: Housing Information Services |
| Services Only | Supportive Services Only | Activity Category: Supportive Services Housing Type Drop Down: N/A |
| Services Only | Permanent Housing Placement (PHP) | Activity Category: Permanent Housing Placement (PHP) |
| Homelessness Prevention | Short Term Rent, Mortgage, Utility Assistance (STRMU) | Activity Category: Short-Term Rent, Mortgage, Utility Assistance (STRMU) |

- **Method for Tracking Emergency Shelter Utilization (2.5)** – In the HOPWA Program, this data element is only relevant for projects funded under the Hotel/Motel and Short-Term Housing Emergency Shelters components; these projects must utilize the Entry/Exit method -which enables HMIS records to run from the entry into the hotel or short-term housing situation until the client exits.
- **Federal Partner Funding Sources (2.6)** – projects funded in whole or in part by HOPWA are to be identified based on the HOPWA component type. Select the appropriate HOPWA component for each project:
 - HUD:HOPWA – Hotel/Motel Vouchers
 - HUD:HOPWA – Housing Information
 - HUD:HOPWA – Permanent Housing (facility based or TBRA)
 - HUD:HOPWA – Permanent Housing Placement

- HUD:HOPWA – Short-Term Rent, Mortgage, Utility Assistance,
- HUD:HOPWA – Short-Term Supportive Facility
- HUD:HOPWA – Transitional Housing (facility based or TBRA)

Enter a grant identifier for each HOPWA grant the project receives along with the grant start and end dates.

Bed and Unit Inventory Information (2.7) – HMIS administrators must complete the bed and unit inventory information for projects that provide lodging (Hotel/Motel, Transitional Housing, and all forms of Permanent Housing – facility based or TBRA). This information, should match the Housing Inventory Count (HIC). The bed and unit information is based on the number and type of beds in the HOPWA project. For projects operating in multiple CoCs but entering data into a single HMIS, each site information record must be associated with a single CoC.

HMIS Leads should consult their HMIS vendor regarding the specific way to complete this element to meet all of the requirements. Correct set-up is critical for accurate reporting in the new Annual Homeless Assessment Report (AHAR) beginning in 2018.

Additional Information (2.8) – Each residential project must have at least one record of *Additional Project Information*. ‘Geocode,’ ‘Project ZIP code,’ and ‘Project Street Address’ fields must reflect the location of the project’s principal lodging site or, for multiple site projects, the area in which most of the project’s clients are housed. Tenant-based, scattered-site projects and Victim Services Providers are only required to complete the geocode and ZIP code fields. If these projects wish to complete other address fields, they may use mailing or administrative address information.

HMIS Leads should consult their HMIS vendor regarding the specific way to complete this element to meet all of the requirements. Correct set-up is critical for accurate reporting in the new Annual Homeless Assessment Report (AHAR) beginning in 2018.

- *Target Population (2.8 Field 4)* – Where HMIS is used to generate the HIC, target population should be selected if the project is designed to serve that population and at least three-fourths (75 percent) of the clients served by the project fit the target group descriptor.

Data Collection Requirements

Formula and Competitive Programs may enter data into HMIS. Grantees that use homelessness or chronic homelessness in their program design as primary criteria for eligibility must use an HMIS to track the services for their homeless clients. Additionally, some competitive awards also require grantees to use HMIS, per the grant agreement. While these grantees are required to use HMIS, all grantees – regardless of target population – are strongly encouraged to participate in a local HMIS, or equivalent, to track beneficiary-level data and outcome data. All HOPWA projects using HMIS are required to collect all of the Universal Data Elements and a select number of Program-Specific Data Elements, which are shown below for each program component:

| HMIS Program Specific Data Element | | H/M | STH | HI | PH | PHP | STRMU | TH | SSO |
|------------------------------------|------------------------------|-----|-----|----|----|-----|-------|----|-----|
| 4.2 | Income and Sources | X | X | X | X | X | X | X | X |
| 4.3 | Non-Cash Benefits | X | X | X | X | X | X | X | X |
| 4.4 | Health Insurance | X | X | X | X | X | X | X | X |
| 4.5 | Physical Disability | X | X | X | X | X | X | X | X |
| 4.6 | Developmental Disability | X | X | X | X | X | X | X | X |
| 4.7 | Chronic Health Condition | X | X | X | X | X | X | X | X |
| 4.8 | HIV/AIDS | X | X | X | X | X | X | X | X |
| 4.9 | Mental Health Problem | X | X | X | X | X | X | X | X |
| 4.10 | Substance Abuse | X | X | X | X | X | X | X | X |
| 4.11 | Domestic Violence | X | X | X | X | X | X | X | X |
| W1 | Services Provided – HOPWA | X | X | X | X | X | X | X | X |
| W2 | Financial Assistance – HOPWA | | | | | X | X | | |
| W3 | Medical Assistance | X | X | X | X | X | X | X | X |
| W4 | T-cell (CD4) and Viral Load | X | X | X | X | X | X | X | X |
| W5 | Housing Assessment at Exit | X | X | X | X | X | X | X | X |

Information on the rationale, collection point, subjects, and instructions for each common program element can be found in the [HMIS Manual](#). The rationale, collection point, subjects, and instructions for the HOPWA-specific program elements can be found in the following section.

Notes on elements specific to HOPWA

Living Situation (3.917) and Destination (3.12) include responses that show that a client is transferred from another HOPWA-funded program.

Health Insurance (4.4) includes HOPWA-specific fields collecting the reason a client may not have a particular type of health insurance or medical assistance.

Medical Assistance (W3) is designed to collect information on assistance provided to clients with HIV/AIDS.

W1 Services Provided: HOPWA

Rationale: To determine the services provided to clients during project participation.

Collection Point(s): Occurrence point – each time services are provided. HOPWA requires that all stayers at the end of the grant operating year, prior to the generation of their Annual Report (CAPER or APR), update services for all clients.

Subjects: All clients.

Data Collection Instructions: Services should be recorded for the client in the household with HIV/AIDS to whom they were provided; a service that benefits the whole household may be recorded solely for the head of household. For each service provided, projects should record the service date and service type.

Data Element Fields: W1 Services Provided: HOPWA

| Field Names | Response Categories |
|------------------------|--|
| Date of Service | (date) |
| Type of Service | Adult day care and personal assistance |
| | Case management |
| | Child care |
| | Criminal justice/legal services |
| | Education |
| | Employment and training services |
| | Food/meals/nutritional services |
| | Health/medical care |
| | Life skills training |
| | Mental health care/counseling |
| | Outreach and/or engagement |
| | Substance abuse services/treatment |
| | Transportation |
| | Other HOPWA funded service |

Response Category Descriptions: HOPWA has identified the service responses as required by all HOPWA funded projects.

W2 Financial Assistance: HOPWA

Rationale: To track financial assistance provided to clients in Permanent Housing Placement or STRMU during project participation.

Collection Point(s): Occurrence point – each time financial assistance is provided.

Subjects: Head of household who receives Financial Assistance from HOPWA through Permanent Housing Placement (PHP) or Short-Term Rent, Mortgage, Utility Assistance (STRMU)

Data Collection Instructions: Financial Assistance records payments made by the project on behalf of or for the benefit of the client. For each instance of financial assistance provided, there should be one and only one record created. Records of financial assistance should be attached to the head of household.

Data Element Fields: W2 Financial Assistance: HOPWA

| Field Names | Data Types/Response Categories | PHP | STRMU |
|-------------------------------------|--------------------------------|-----|-------|
| Date of Financial Assistance | (date) | X | X |
| Financial Assistance Types | Rental assistance | X | X |
| | Security deposits | X | |
| | Utility deposits | X | |
| | Utility payments | X | X |
| | Mortgage assistance | | X |
| Financial Assistance Amount | (currency) | X | X |

Response Category Descriptions: Financial Assistance is to record HOPWA funding provided to a client. Components of the HOPWA program (PHP and STRMU) are only allowed to provide financial assistance to the items indicated with an "X" above. For specific program information on HOPWA refer to guidance provided by the program at <https://www.HUDEXchange.info/hopwa/>

W3 Medical Assistance

Rationale: Medical assistance information is important to determine whether HIV positive clients are accessing medical assistance benefits for which they may be eligible.

Collection Point(s): At project start and project exit. Update during project stay as needed.

Subjects: All household members with HIV/AIDS.

Data Collection Instructions: Enter the date on which the information was collected. For each source of medical assistance listed below, determine if the client is presently receiving the medical assistance specified. Clients may identify multiple sources of medical assistance. If the client is not receiving medical assistance, enter the reason why such insurance is not being received.

Data Element Fields: **W3 Medical Assistance**

| Field Names | Data Types/Response Categories |
|--|------------------------------------|
| Information Date | (date) |
| Receiving Public HIV/AIDS Medical Assistance | No |
| | Yes |
| | Client doesn't know |
| | Client refused |
| (if no) Reason | Applied; decision pending |
| | Applied; client not eligible |
| | Client did not apply |
| | Insurance type N/A for this client |
| | Client doesn't know |
| | Client refused |
| Receiving AIDS Drug Assistance Program (ADAP) | No |
| | Yes |
| | Client doesn't know |
| | Client refused |
| (if no) Reason | Applied; decision pending |
| | Applied; client not eligible |
| | Client did not apply |
| | Insurance type N/A for this client |
| | Client doesn't know |
| | Client refused |

Response Category Descriptions: None

W4 T-cell (CD4) and Viral Load

Rationale: To measure the extent to which housing impacts health of persons with HIV/AIDS.

Collection Point(s): At project start, update, annual assessment and project exit.

Subjects: Only Clients funded in a HOPWA project presenting with HIV/AIDS

Data Collection Instructions: Indicate T-cell count (CD4) and viral load measurement at 6 month intervals, or as frequently as the client's medical plan allows, beginning at project start through project exit. At a minimum for clients staying one year or more, the data must be collected at annual assessment. The updated data (6-month collection, or as frequently as the client's medical plan allows) of t-cell (CD4) and viral load may be entered on different dates as information is available.

Data Element Fields: **W4 T-cell (CD4) and Viral Load**

| Field Names | Data Types/Response Categories |
|------------------------------|--------------------------------|
| Information Date | date |
| T-cell (CD4) Count Available | No |
| | Yes |
| | Client doesn't know |
| | Client refused |
| | Data not collected |
| If yes: T-cell Count | 0 – 1500 |
| How was the data obtained | Medical Report |
| | Client report |
| | Other |
| Viral Load Available | Not Available |
| | Available |
| | Undetectable |
| | Client refused |
| | Data not collected |
| Viral Load | 0 – 999999 |
| How was the data obtained | Medical Report |
| | Client report |
| | Other |

Response Category Descriptions: None.

Special Considerations: This data, as is all HIV/AIDS data, is confidential, covered under special law, and may not be shared without the expressed consent of the client. Providing the information is completely voluntary on the client's part and failure to report (i.e. client doesn't know or client refused) will not be considered in data quality for either the CoC or the HOPWA program.

W5 Housing Assessment at Exit

Rationale: To determine whether clients exiting prevention projects have remained stably housed.

Collection Point(s): At project exit.

Subjects: All clients.

Data Collection Instructions: Determine the response value that best describes the client's housing circumstances from project start to project exit.

Data Element Fields: **W5 Housing Assessment at Exit**

| Field Names | Data Types/Response Categories |
|--|--|
| Housing Assessment at Exit | Able to maintain the housing they had at project entry |
| | Moved to new housing unit |
| | Moved in with family/friends on a temporary basis |
| | Moved in with family/friends on a permanent basis |
| | Moved to a transitional or temporary housing facility or program |
| | Client became homeless – moving to a shelter or other place |
| | Client went to jail/prison |
| | Client died |
| | Client doesn't know |
| | Client refused |
| <i>(if able to maintain the housing)</i> | Without a subsidy |
| | With the subsidy they had at project entry |
| | With an on-going subsidy acquired since project entry |
| | Only with financial assistance other than a subsidy |
| <i>(if moved to new housing unit)</i> | With an ongoing subsidy |
| | Without an ongoing subsidy |

Response Category Descriptions: "Moved into a transitional or temporary housing facility or program" includes transitional housing for homeless and non-homeless persons, treatment facilities, or institutions.

Special Data Collection Instructions

There are several special data collection issues that apply to HOPWA-funded projects of which both System Administrators and HMIS users should be aware.

Hotel / Motel

- Hotel/Motel projects should be set up in an HMIS the same as an Emergency Shelter utilizing the entry/exit method.

Permanent Housing

- Element W1 Services provided includes the response "Food/meals/nutritional services". A service record for each instance of a residential meal provided is not required or intended. This

response is only intended to capture information about food/meals being provided outside of the “operating costs” of the housing program. (Any preparation of food off-site is considered a supportive service.) Do not use this response for a daily meal program prepared on-site in a housing project. Provision of food from non-housing projects would be considered “Supportive Services.”

Permanent Housing Placement

- Use data element Financial Assistance – HOPWA (W2) to record costs associated with moving a person into permanent housing including security deposits, utility deposits, and fees for credit checks.

Short Term Rent, Mortgage, Utility Assistance

- Use data element Financial Assistance – HOPWA (W2) to record Rental assistance, Utility payments, and Mortgage assistance. STRMU does not cover security deposits or utility deposits which PHP does cover and depending on HMIS software may appear as an option.

Transitional Housing

- Element W1 Services provided includes the response “Food/meals/nutritional services”. A service record for each instance of a residential meal provided is not required or intended. The intention of the food response is to capture when food is provided through non-housing projects, not daily meals in a housing project. Provision of food from non-housing projects would be considered “Supportive Services.” Information on the rationale, collection point, subjects, and instructions for each element can be found in the HMIS Data Standards Manual.

Supportive Services

- Element W1 Services provided includes the response “Food/meals/nutritional services”. A service record for each instance of a residential meal provided is not required or intended. The intention of the food response is to capture when food is provided through non-housing projects, not daily meals in a housing project. Provision of food from non-housing projects would be considered “Supportive Services.”

ATTACHMENT VI
HOPWA Performance Grant Agreement

Grantee Name: City of Durham
Grant #: NCH17-F004
Grantee DUNS Number: 011049132
Official Contact Person: Reginald J. Johnson
Telephone/Fax #: (919) 560-4570
Email #: rjohnson@durhamnc.gov
Tax ID #: 56-6000225
Unit of Government ID: 370828

**HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS
PERFORMANCE GRANT AGREEMENT FOR FISCAL YEAR 2017**

This Performance Grant Agreement ("Agreement") is made and entered into by and between the United States Department of Housing and Urban Development ("HUD") and City of Durham ("Grantee"), pursuant to the AIDS Housing Opportunity Act, Pub. L. 101-625, Title VIII, Subtitle D, as amended, codified at 42 U.S.C. §12901-12912 ("Act"), and regulations for the Housing Opportunities for Persons with AIDS ("HOPWA") program at 24 CFR part 574 ("Regulations").

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

ARTICLE I: Grant Amount

The Grantee has applied for, and HUD has approved, a HOPWA formula grant consistent with the Act and Regulations. Subject to the terms and conditions of this Agreement, HUD agrees to provide a HOPWA formula grant ("Grant") to the Grantee in the amount of **\$335,316** ("Grant Funds").

ARTICLE II: Eligible Use of Grant Funds

Grant Funds shall only be used to carry out eligible activities set forth in the Act and Regulations, and as provided in the Grantee's Consolidated Plan/Action Plan prepared and submitted in accordance with 24 CFR part 91 (hereinafter, "Approved Application"), as applicable to the HOPWA program.

ARTICLE III: Compliance with Program Requirements

The Grantee shall comply with all HOPWA program requirements, as they may be amended from time to time. Such requirements consist of the Act, Regulations and other applicable program requirements, including 2 CFR part 200 ("Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"); Section 3 of the Housing and Urban Development Act of 1968 and 24 CFR part 135 ("Economic Opportunities for Low- and Very Low-Income Persons"); 31 U.S.C. 1352 and 24 CFR part 87 ("New Restrictions on Lobbying"); and the Federal Funding Accountability and Transparency Act of 2006 (Transparency Act), Pub. L. 109-282, as amended, and Appendix A to 2 CFR part 170 ("Reporting Sub-award and Executive Compensation Information").

ARTICLE IV: Incorporation of Approved Application

The Grantee's Approved Application and any certifications, assurances, information and documentation required to meet award conditions are hereby incorporated into this Agreement.

ARTICLE V: Sub-awards

The Grantee shall comply with 2 CFR 200.331, when making a sub-award, which includes an award of Grant Funds to an eligible nonprofit organization or housing agency of a State or unit of general local government ("Project Sponsor"). The Grantee shall provide a Project Sponsor with information on all requirements to which the Project Sponsor is subject so that the sub-award is used in accordance with the Act, Regulations, other program requirements, the Approved Application, and terms and conditions of this Agreement.

ARTICLE VI: Financial Management, Release, Expenditure of Grant Funds and Drawdowns

- A. The Grantee shall comply with the environmental procedures and standards at 24 CFR 574.510.
- B. The Grantee shall draw down Grant Funds not less than quarterly. The Grantee shall make timely payments to each Project Sponsor upon request, provided the requesting Project Sponsor is in compliance with program requirements. A request by the Grantee to draw down Grant Funds under any payment system constitutes a representation by the Grantee that it and all participating parties are in compliance with the terms and conditions of this Agreement.
- C. The Grantee shall comply with HUD instructions regarding use of and reporting in the Integrated Disbursement and Information System (IDIS) or its successor.

ARTICLE VII: Allowability of Pre-award Costs

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

ARTICLE VIII: Amendments.

- A. This constitutes the entire agreement between HUD and the Grantee. This Agreement may not be amended except in writing executed by authorized officials of HUD and the Grantee. When requesting an amendment to this Agreement, the Grantee shall submit a letter of request to the HUD Field Office at the address set forth in this Agreement and attach the proposed amendment(s) to the applicable page(s) of this Agreement. The effective date of any amendment to this Agreement shall be the date that HUD approves the amendment.
- B. Amendments to the Grantee's Consolidated Plan shall comply with 24 CFR 91.505.

ARTICLE IX: Performance.

The Grantee shall:

- A. Carry out eligible activities under the Grant and use Grant Funds in accordance with the Act, Regulations, other program requirements, the Approved Application, and the terms and conditions of this Agreement;
- B. Obtain and ensure that any Project Sponsor agrees to obtain a certificate of completion of the Getting to Work training curriculum by at least one of its employees every three years.
- C. Obtain and ensure that any Project Sponsor agrees to obtain a certificate of completion of the HOPWA Oversight training curriculum by at least one of its employees every three years;
- D. Obtain and ensure that any Project Sponsor agrees to obtain a certificate of completion of the CPD Financial Management Curriculum by at least one of its employees every three years;
- E. If Grantee is a State, obtain a certification of approval consistent with 24 CFR 574.420(b) from all affected units of general local government in which Grantee plans to locate a project site, such as a community residence, supportive housing facility, or main sponsor office to be used for managing and dispensing housing assistance under any award of HOPWA funds to a new Project Sponsor. The certification is mandatory and must be approved before the contract with the Project Sponsor is executed;
- F. Conduct an ongoing assessment of the housing assistance and supportive services required by participants as identified in Individual Housing and Service Plans, including an annual assessment of their housing situation, a re-evaluation of the appropriateness of rental subsidies or other support, and a report on annual results of program activities under the HOPWA client outcome goals for achieving stable housing, reducing risks of homelessness and improving access to healthcare and other support;
- G. Assure the adequate provision of supportive services to program participants, provided, however, that Grant Funds shall not be utilized for healthcare and related drug assistance to the extent that payment has been made, or can reasonably be expected to be made, under the State compensation program, under an insurance policy, under any Federal or State health benefits program, or by an entity that provides health services on a prepaid basis;
- H. Record a Declaration of Restrictive Covenant in accordance with state and local law with respect to any building or structure assisted with Grant Funds that incorporates the relevant minimum use period in 24 CFR 574.310(c) and obligates the Grantee or Project Sponsor, and its successors and assigns, to operate and maintain the building or structure in accordance with the Act, the Regulations and the terms and conditions of this Agreement;
- I. Comply with 2 CFR 200.311 and any disposition instructions that HUD may provide to the Grantee;
- J. Comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (Dun and Bradstreet DUNS Number) and the System for Award Management (SAM) database, including Appendix A to 2 CFR part 25;
- K. Commit program income to the Grant in accordance with the addition method as provided in 2 CFR 200.307(e)(2); and
- L. Comply with such other terms and conditions as HUD may establish for purposes of carrying out the program in an effective and efficient manner.

ARTICLE X: Indirect Cost Rate

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

| <u>Administering Department/Agency</u> | <u>Indirect cost rate</u> | <u>Direct Cost Base</u> |
|--|---------------------------|-----------------------------|
| _____ | _____ % | _____ |
| _____ | _____ % | _____ |
| _____ | _____ % | _____ |

ARTICLE XI: Records

The Grantee shall maintain all programmatic records, including, but not limited to, the Approved Application, amendments to the Approved Application, voucher requests, deposit and expenditure receipts, participant and activity eligibility records, certifications from affected units of government, and any other documents required under this Grant, in its files for a period of not less than four years in accordance with 24 CFR 574.530. The Grantee shall retain records

for a longer period of time when any of the exceptions in 2 CFR 200.333 apply. In the case of participant eligibility records, the Grantee shall update records no less than annually. Upon reasonable notice, the Grantee shall make records available for audit or inspection by authorized representatives of HUD.

ARTICLE XII: Reporting

- A. The Grantee shall submit a Consolidated Annual Performance and Evaluation Report ("CAPER") in accordance with 24 CFR. part 91, within 90 days after the close of each program year.
- B. Grantees that use homelessness or chronic homelessness in their program design as primary criteria for eligibility must use a Homeless Management Information System (HMIS) to track the services for their homeless clientele. These local data systems must maintain client confidentiality by using a closed system in which medical information and HIV status are not shared with providers that do not have direct involvement in the client's case management, treatment and care in line with the signed release of information from the client.
- C. Grantee agrees to comply with the award term and condition for reporting of matters related to recipient integrity and performance at Appendix XII to 2 CFR part 200.

ARTICLE XIII: Research and Development

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

ARTICLE XIV: Contact Information

- A. HUD notifications to the Grantee under this Agreement shall be sent to the address set forth in the Approved Application, unless the Grantee otherwise notifies HUD in writing.
- B. Grantee notifications, including notices of amendments to the Grantee's Consolidated Plan and requests for amendments to this Agreement, shall be addressed to the appropriate HUD Field Office.

ARTICLE XV: Default

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

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

ARTICLE XVI: Termination

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

ARTICLE XVII: Award Date and Period of Performance

- A. The Federal award date of the Grant Funds that HUD agrees to provide through this Agreement is the date of execution of this Agreement on behalf of the Secretary of Housing and Urban Development.
- B. The period of performance begins on the date that this Agreement is executed by both parties and ends three years thereafter.

IN WITNESS WHEREOF, the undersigned, as authorized officials on behalf of HUD and the Grantee, have executed this Agreement, which shall be effective as of the date of execution hereof on behalf the Secretary:

On behalf of the Secretary of Housing and Urban Development:

On behalf of City of Durham:

Matthew T. King
Director - Office of Community Planning & Development

Thomas J. Bonfield, City Manager

Name/Title

Name/Title

Signature

Authorized Signature

10/30/2017

Date

11/16/17

Date