



RESOLUTION No. 21-369

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF AMENDMENT A01 TO THE RENEWAL STANDARD AGREEMENT NUMBER 19-10518 WITH THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, OFFICE OF AIDS, FOR SERVICES RELATED TO THE HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM WHICH INCREASES THE MAXIMUM AMOUNT FROM \$169,476 TO \$246,454 (AN INCREASE OF \$76,978) FOR THE TERM OF JULY 1, 2019 THROUGH JUNE 30, 2023 AND AUTHORIZE AND DIRECT THE AUDITOR-CONTROLLER TO AMEND THE PUBLIC HEALTH DEPARTMENT'S BUDGET FOR FISCAL YEAR 2021/22 (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, on October 8, 2019, per Resolution 19-543, the Nevada County Board of Supervisors approved Grant Agreement No. 19-10518 with the California Department of Public Health, Office of AIDS to provide federal funding for services related to the Housing Opportunities for Persons with AIDS (HOPWA) Program for the term of July 1, 2019 through June 30, 2023; and

WHEREAS, the goals of the program are to provide strategies to alleviate or prevent homelessness among low-income persons living with HIV/AIDS and to ensure these households are able to achieve and/or maintain housing stability and improve their access to HIV/AIDS care, treatment and support; and

WHEREAS, the program provides monies for short term rent, mortgage and/or utility payments to low income residents who have been diagnosed with AIDS or HIV related disease; and

WHEREAS, the County is in receipt of Amendment A01 to the Agreement, which increases maximum award amount to \$246,454.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Amendment A01 to Grant Agreement No. 19-10518 by and between the County and the California Department of Public Health, Office of AIDS, which provides funding for the Housing Opportunities for Persons with AIDS (HOPWA) Program funding for the term of July 1, 2019 through June 30, 2023, which increases the total Award amount to \$246,454 be and hereby is approved in substantially the form hereto attached, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Amendment on behalf of the County of Nevada.

BE IT FURTHER RESOLVED that the Auditor-Controller is authorized and directed to amend the Public Health Department's Budget for Fiscal Year 2021/22 as follows:

Fiscal Year 2021/22

Revenue	1589-40102-492-2452 / 446700	\$28,489
Expenditure	1589-40102-492-2452 / 530800	\$28,489

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 24th day of August, 2021, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Dan Miller, Chair

8/24/2021 cc: PH*
AC* (Hold)

9/29/2021 cc: PH*
AC* (Release)

CALIFORNIA HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"

TO

County of Nevada, hereinafter "Grantee"

Implementing the project, "HOPWA Program", hereinafter "Project"

AMENDED GRANT AGREEMENT NUMBER 19-10518, A01

The Department amends this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 131085.

PURPOSE FOR AMENDMENT: The purpose of the Grant amendment is to: Increase the funding amount, and to modify Project Representatives. There are no additional changes to this grant.

AMENDMENTS are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

AMENDED GRANT AMOUNT: This amendment is to increase the grant by \$76,978 and is amended to read: \$246,454 Two Hundred Forty Six Thousand, Four Hundred Fifty Four Dollars.

EXHIBIT A LETTER OF AWARD

EXHIBIT AI LIST OF ALLOCATIONS

EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	County of Nevada
Liz Hall <u>Muri Bartkovsky</u> , Chief	Liz Matson, Program Manager
1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA 95814	500 Crown Point Circle, Suite 110 Grass Valley, CA 95945
Telephone: (916) 449-5958	Telephone: (530) 265-1717
Fax: (916) 449-5959	Fax: (530) 271-0879
Email: liz.hall <u>muri.bartkovsky</u> @cdph.ca.gov	Email: liz.matson@co.nevada.ca.us

Direct all inquiries to:

California Department of Public Health	County of Nevada
Kaye Pulupa, Program Specialist	Liz Matson, Program Manager
1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA 95814	500 Crown Point Circle, Suite 110 Grass Valley, CA 95945
Telephone: (916) 449-5845 Fax: (916) 449-5959 Email: kaye.pulupa@cdph.ca.gov	Telephone: (530) 265-1717 Fax: (530) 271-0879 Email: liz.matson@co.nevada.ca.us

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
County of Nevada
Judith Richert, Accounting Technician
500 Crown Point Circle, Suite 110 Grass Valley, CA 95945
Telephone: (530) 265-7256 Fax: (530) 265-9860 Email: judith.richert@co.nevada.ca.us

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party. Said changes shall not require an amendment to the agreement. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form which can be requested through the CDPH Project Representatives for processing.

All other terms and conditions of this Grant shall remain the same.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: Aug 25, 2021



Dan Miller (Aug 25, 2021 08:23 PDT)

Dan Miller, Chair
Nevada County Board of Supervisors
County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Date: _____

9/22/21

Kristy Lien

~~Joseph Torrez~~ **Jeffrey Mapes**, Chief
Contracts Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800-1804
Sacramento, CA 95899-7377

Kristy Lien



TOMÁS J. ARAGÓN, M.D., Dr.P.H.
Director and State Public Health Officer

State of California—Health and Human Services Agency
California Department of Public Health



GAVIN NEWSOM
Governor

Exhibit A, A01
Letter of Award

July 16, 2021

Ms. Liz Matson
Nevada County Public Health
500 Crown Point Circle, Suite 110
Grass Valley, CA 95945

Dear Ms. Matson,

The California Department of Public Health (CDPH), Center for Infectious Diseases, Office of AIDS (OA) is pleased to announce the intent to award funds to Nevada County for the Housing Opportunities for Persons With AIDS (HOPWA) program.

The goals of CDPH/OA are: (1) to minimize new HIV infections; (2) to maximize the number of people with HIV who access appropriate care, treatment, support, and (3) reduce HIV/AIDS-related health disparities. To support these goals, OA utilizes federal Department of Housing and Urban Development (HUD) funds to administer the HOPWA program to provide housing assistance and supportive services to meet the needs of persons living with HIV (PLWH) who are homeless or at risk of becoming homeless. The goal of the HOPWA program is to assist PLWH in maintaining housing stability and to improve their access to HIV care, treatment, and support. As the designated State of California HOPWA grantee, OA allocates funds to local government and nonprofit organizations to undertake HOPWA activities that meet the most urgent needs of PLWH not being met by other available public and private resources.

These funds will be available to Nevada County on a yearly basis from July 1, 2019 – June 30, 2023. The amount of funding allocated is on an annual basis through a non-competitive formula. Your maximum amount for the four-year grant period is \$246,454 for the purpose of serving persons living with HIV in Nevada County. Please see the Allocation Table
www.cdph.ca.gov/Programs/CID/DOA/CDPH%20Document%20Library/HOPWA_Allocation_Table_2019-2023.pdf for annual allocation amounts.



This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

The funds must be used to provide allowable services under HOPWA. For guidance, please see the Scope of Work:

https://www.cdph.ca.gov/Programs/CID/DOA/CDPH%20Document%20Library/HOPWA_SOW_2019_ADA.pdf

All Grantees must adhere to the Scope of Work, and any subsequent revisions, along with all instructions, policy memorandums, or directives issued by CDPH/OA. CDPH/OA will make any changes and/or additions to these guidelines in writing and, whenever possible, notification of such changes shall be made 30 days prior to implementation.

Please note that no funds are secured until the contract is fully executed.

If you have any questions, please feel free to contact me at (916)-449-5958 or muri.bartkovsky@cdph.ca.gov.

Sincerely,



Muri Bartkovsky
Chief, Care Housing Unit
Office of AIDS

Exhibit A1, A01
List of Allocations

Contractor Name	2019/2020 Total	2020/2021 Total	2021/2022 Total	2022/2023 Total
Housing Authority of the County of Marin (includes Marin)	\$350,000	\$350,000	\$350,000	\$350,000
Sarah House Santa Barbara	\$221,895	\$221,895	\$221,895 \$237,980	\$221,895 \$237,980
Caring Choices (includes Butte, Colusa, Glenn, Shasta, Sutter, Tehama, Trinity, Yuba)	\$255,776	\$255,776	\$255,776 \$324,111	\$255,776 \$324,111
Community Care Management Corporation (includes Lake, Mendocino)	\$105,844	\$105,844	\$105,844 \$133,861	\$105,844 \$133,861
Community Impact Central Valley (includes Stanislaus)	\$86,613	\$86,613	\$86,613 \$211,801	\$86,613 \$211,801
Encompass Community Services (includes Santa Cruz)	\$186,708	\$186,708	\$186,708 \$200,777	\$186,708 \$200,777
Family Services of Tulare County (includes Tulare)	\$84,929	\$84,929	\$84,929 \$216,250	\$84,929 \$216,250
Humboldt (includes Del Norte)	\$85,131	\$85,131	\$85,131 \$113,127	\$85,131 \$113,127
Imperial	\$62,267	\$62,267	\$62,267 \$161,780	\$62,267 \$161,780
Kings	\$87,611	\$87,611	\$87,611 \$83,863	\$87,611 \$83,863
Madera (includes Mariposa)	\$66,107	\$66,107	\$66,107 \$76,955	\$66,107 \$76,955
Merced County Community Action Board (includes Merced)	\$82,089	\$82,089	\$82,089 \$148,425	\$82,089 \$148,425
Nevada	\$42,369 \$62,369	\$42,369	\$42,369 \$70,858	\$42,369 \$70,858
Planned Parenthood Shasta-Diablo, Inc. (includes Solano)	\$410,288	\$410,288	\$410,288 \$414,353	\$410,288 \$414,353
Plumas (includes Lassen, Modoc, Sierra, Siskiyou)	\$42,159	\$42,159	\$42,159 \$46,912	\$42,159 \$46,912

Exhibit AI, A01
List of Allocations

Queen of the Valley Medical Center (includes Napa)	\$66,867	\$66,867	\$66,867 98,130	\$66,867 98,130
San Joaquin	\$498,243	\$498,243	\$498,243 \$528,412	\$498,243 \$528,412
Access Support Network (includes Monterey, San Luis Obispo)	\$415,766	\$415,766	\$415,766 \$440,899	\$415,766 \$440,899
Sierra Hope (includes Alpine, Amador, Calaveras, Inyo, Mono, Tuolumne)	\$57,606	\$57,606	\$57,606 \$69,228	\$57,606 \$69,228
Ventura	\$370,902	\$370,902	\$370,902 \$424,871	\$370,902 \$424,871
California	\$3,579,170 \$3,599,170	\$3,579,170 \$3,579,170	\$3,579,170 \$4,352,593	\$3,579,170 \$4,352,593

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon completion of project activities as provided in Exhibit A Grant Application, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.
- B. Invoices shall include the Grant Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Invoice Desk
California Department of Public Health
HOPWA Program
MS 7700
1616 Capitol Avenue, Suite 616
Sacramento, CA 95899-7426

C. Invoices shall:

- 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
- 2) Bear the Grantee's name as shown on the Grant.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

- Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Exhibit B
Budget Detail and Payment Provisions

4. Amounts Payable

A. The amounts payable under this Grant shall not exceed:

1) ~~\$169,476~~ **246,454** for the budget period of 07/01/2019 through 06/30/2023.

B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and/or goods are received.

5. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.

B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

6. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by the California Department of Human Resources (CalHR).