

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

**EXHIBIT A
SCOPE OF SERVICES**

1.01 Description of Project. GRANTEE shall implement the federal Housing Opportunity for Persons With AIDS ("HOPWA") program authorized by the AIDS Housing Opportunity Act ("AOHA") and amended by the Housing and Community Development Act of 1992 (Pub. L. 102-550, approved October 28, 1992) in accordance with the provisions of the grant agreement by and between the CITY and the United States Department of Housing and Urban Development ("HUD") and all rules and regulations pertaining now and hereinafter adopted with respect to the HOPWA Program (hereinafter the "Program"). The primary purpose of the Program is:

The Program is intended to provide resources and incentives to devise long-term comprehensive strategies for meeting the needs of persons with acquired immunodeficiency syndrome or related diseases and their families

The CITY administers the HOPWA funds; GRANTEE is a political subdivision of the State of California located in the County of San Benito; GRANTEE has qualified as a recipient of HOPWA funds for the purpose of the Program.

CITY desires to grant HOPWA funds to the GRANTEE to defray the cost of providing the above described services.

1.02 Project Area. The Project Area for the purpose of this Program is the County of San Benito.

1.03 Location of Project.

Unless otherwise indicated, the Grant Services specified below will be offered at the following locations:

| Site Name | Site Address |
|--|---|
| Department of Community Services and Workforce Development of the County of San Benito | 1111 San Felipe Road, Suite #107, Hollister, CA 95023 |

1.04 Eligibility. "Eligible person" means a person with acquired immunodeficiency syndrome or related diseases who is a low-income individual and the person's family. A person with AIDS or related diseases or a family member regardless of income is eligible to receive housing information services, as described in §574.300(b)(1) of the HOPWA Regulations. Any person living in proximity to a community residence is eligible to participate in that residence's community outreach and educational activities regarding AIDS or related diseases, as provided in §574.300(b)(9) of the HOPWA Regulations.

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Lower income is defined as household income at or below 80% of the median income for the Project Area as defined by the Secretary of HUD. This includes very low-income which is defined as household income that exceeds 30% but does not exceed 50% of the HUD median income for the Project Area and extremely low-income which is defined as household income that is 30% or lower of the HUD median income for the Project Area. GRANTEE shall document each UNDUPLICATED PARTICIPANT's (as defined in Section 1.01 of EXHIBIT B to this AGREEMENT) eligibility on intake sheets, which shall include information about residency, client's family size, total household income, gender of head of household, race and ethnic data, medical documentation of HIV status, and client signature and certification that the intake information is accurate.

1.05 Description of Services.

Activity #1 Rental Assistance

Project shall provide rental assistance to low-income individuals who are medically diagnosed with HIV/AIDS and their families on a monthly basis. GRANTEE will use the HUD-approved HOPWA Income Eligibility Worksheet and Assessment to determine eligibility, need, and subsidy amounts and guide development of individual Housing and Service Plans. GRANTEE will provide HOPWA subsidies directly to landlords/property managers. GRANTEE will recertify participant income, eligibility, and need annually. Housing and Service plans will be updated at least annually.

Activity #2 Food Vouchers

Project shall provide food vouchers to eight (8) low-income individuals with HIV/AIDS and their families on a monthly basis. GRANTEE will use the HUD-approved HOPWA Income Eligibility Worksheet and Assessment to verify eligibility and need. GRANTEE will re-certify participant income, eligibility, and need annually. The amount of vouchers will not exceed \$100 a month for households of one individual and \$200 a month for households of two or more individuals.

Activity #3 Medical/Dental Assistance

General medical and dental assistance shall be provided to Project participants. GRANTEE shall provide payments directly to vendors on behalf of participants. If dental assistance includes the cost of dentures, CITY shall consider said costs on a case-by case basis. Considerations shall include:

- cost reasonableness;*
- if the dentures are a medical necessity;*
- the amount of HOPWA grant funds available for other project costs;*
- demonstration that reasonable efforts have been made to qualify participants for available types of dental care support;*
- demonstration that payment of dental services for dentures cannot be made from another public or private source; and*
- the total cost of the dentures and the dollar amount of the denture costs that this HOPWA grant would cover.*

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1.06 Staff. Hiring Requirements. GRANTEE agrees to adhere to the requirements of Section 3 of the HUD Act of 1969 (12 U.S.C. §1701u) as set forth in Section 2 of **EXHIBIT E** in the hiring of any Staff member whose position receives 50% or more of its funding from a HOPWA Grant.

1.07 Reporting Requirements.

Quarterly Reports. At the end of each quarter, GRANTEE shall report to the CITY's Housing Department Grants Administration the number of UNDUPLICATED PARTICIPANTS and result of productivity measures.

Outcome Measure Reports. At the end of the second and fourth quarters, GRANTEE shall submit to the CITY's Housing Department Grants Administration a narrative report detailing results of the outcome measures. The report at a minimum shall include:

- (a) a description of how the activities being provided under this Grant contribute to meeting performance measures stated in the contract;
- (b) a detailed description of how the measurement methodology was implemented and how information was collected;
- (c) a detailed description of the methodology for selecting the sample size and the population to measure including the size of the sample.

Reporting Methodology. All reports shall include a description of when and how information was collected, the total population being studied, the sample size used for the study, the method used to determine the sample size, and the method for selecting the sample.

Reporting Schedule. All required reports shall be submitted to the CITY's Housing Department Grants Administration no later than fifteen (15) working days after the end of the first, second, and third quarters and no later than fifteen (15) working days after the end of the fourth quarter.

1.08 Cost Reimbursement. Project will be reimbursed on a quarterly basis, for approved invoices submitted pursuant to this Agreement. Requests for reimbursement will be made in a manner prescribed by the CITY under provisions as set forth in **EXHIBIT D**, titled "SCHEDULE OF PAYMENTS".

1.09 Additional Provisions.

N/A

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EXHIBIT B
PERFORMANCE MEASURES/NUMERIC GOALS

1.01 Unduplicated Participants.

Proposed total number of unduplicated participants to be served by this Project only. For purposes of this Agreement, UNDUPLICATED PARTICIPANTS shall be defined as participants who receive services at least once a year but whom may not be counted more than once in that year. GRANTEE shall retain records documenting eligibility. Such records shall include family size, total household income, gender head of household, race, ethnic and disability data.

| | Quarter 1 | Quarter 2 | Quarter 3 | Quarter 4 | Total |
|--------------|-----------|-----------|-----------|-----------|-------|
| FY 2019-2020 | 6 | 1 | 0 | 1 | 8 |
| FY 2020-2021 | 6 | 1 | 0 | 1 | 8 |
| FY 2021-2022 | 6 | 1 | 0 | 1 | 8 |

1.02 Services.

Throughout the term of this Agreement, GRANTEE shall provide the following services to participants during the regular office hours 8:00 am to 5:00 pm, Monday through Friday.

Activity 1: Rental Assistance – Number of Checks

| | Quarter 1 | Quarter 2 | Quarter 3 | Quarter 4 | Total |
|--------------|-----------|-----------|-----------|-----------|-------|
| FY 2019-2020 | 9 | 9 | 9 | 9 | 36 |
| FY 2020-2021 | 9 | 9 | 9 | 9 | 36 |
| FY 2021-2022 | 9 | 9 | 9 | 9 | 36 |

Activity 2: Food Vouchers – Number of Vouchers

| | Quarter 1 | Quarter 2 | Quarter 3 | Quarter 4 | Total |
|----------------|-----------|-----------|-----------|-----------|-------|
| FY 2019-2020 | 18 | 21 | 21 | 24 | 84 |
| FY 2020 – 2021 | 18 | 21 | 21 | 24 | 84 |
| FY2021-2022 | 18 | 21 | 21 | 24 | 84 |

Activity 3: Medical/Dental Assistance – Number of Visits

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| | Quarter 1 | Quarter 2 | Quarter 3 | Quarter 4 | Total |
|--------------|-----------|-----------|-----------|-----------|-------|
| FY 2019-2020 | 3 | 2 | 2 | 0 | 8 |
| FY 2020-2021 | 3 | 2 | 2 | 0 | 8 |
| FY 2021-2022 | 3 | 2 | 2 | 0 | 8 |

1.03 Outcome Measure Statement and Measurement Methodology.
Measurement Methodology:

Participant's charts contain staff assessments on an ongoing basis, and reporting tools are completed on a quarterly basis for these outcomes. Internal database tracks individual payments and participant data.

| | | | | |
|-------------------------|---|-----------|-----------|-----------|
| Outcome Measure #1 | 80% of HOPWA participants will maintain or establish housing during the contract year. | | | |
| Measurement Methodology | Information will be gathered during participant interviews and through participant satisfaction surveys. The total number of participants who reported maintaining or establishing housing will be divided by the total number of HOPWA participants. | | | |
| | Quarter 1 | Quarter 2 | Quarter 3 | Quarter 4 |
| FY 2019-2020 | n/a | 80% | n/a | 80% |
| FY 2020-2021 | n/a | 80% | n/a | 80% |
| FY 2021-2022 | n/a | 80% | n/a | 80% |

| | | | | |
|-------------------------|--|-----------|-----------|-----------|
| Outcome Measure #2 | 80% of HOPWA participants will report overall satisfaction with services. | | | |
| Measurement Methodology | Satisfaction surveys will be distributed to all HOPWA participants by the Case Manager in the second quarter during monthly participant meetings. The Supervisor will review and evaluate each survey. The number of participants who reported overall services to be excellent or good will be divided by the total number of participants who completed surveys. | | | |
| | Quarter 1 | Quarter 2 | Quarter 3 | Quarter 4 |
| FY 2019-2020 | n/a | 80% | n/a | n/a |
| FY 2020-2021 | n/a | 80% | n/a | n/a |
| FY 2021-2020 | n/a | 80% | n/a | n/a |

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1.04 GRANTEE must describe outreach efforts employed, and to be employed, to reach out to all persons including persons of the following protected categories: race, sex, color, age, religion, actual or perceived gender identity, sexual orientation, disability, ethnic or national origin, or familial status. Documentation of these efforts must be submitted along with the second and fourth quarterly performance reports.

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**EXHIBIT C
BUDGET**

| | FY 19-20 Budget | FY20-21 Budget | FY21-22 Budget |
|--|----------------------------|---------------------------|---------------------------|
| Tenant Based Rental Assistance (TBRA) | | | |
| TBRA | 13,006 | 13,006 | 13,006 |
| Personnel | 7,138 | 7,138 | 7,138 |
| Benefits | 4,013 | 4,013 | 4,013 |
| Total TBRA | 24,157 | 24,157 | 24,157 |

| | | | |
|---|--------------|--------------|--------------|
| Permanent Housing Placement Services | | | |
| Application Fees/Credit Checks/Security Deposits | 2,500 | 2,500 | 2,500 |
| Personnel | 1,322 | 1,322 | 1,322 |
| Benefits | 743 | 743 | 743 |
| Total Permanent Housing Placement Services | 4,565 | 4,565 | 4,565 |

| | | | |
|----------------------------------|---------------|---------------|---------------|
| Supportive Services | | | |
| Supportive Services | 8,500 | 8,500 | 8,500 |
| Personnel | 4,627 | 4,627 | 4,627 |
| Benefits | 2,601 | 2,601 | 2,601 |
| Program Operating Costs: | | | |
| <i>Occupancy</i> | 600 | 600 | 600 |
| <i>Phone</i> | 300 | 300 | 300 |
| <i>Postage</i> | 50 | 50 | 50 |
| <i>Mileage</i> | 150 | 150 | 150 |
| <i>Office Supplies</i> | 200 | 200 | 200 |
| <i>Audit</i> | 550 | 550 | 550 |
| <i>Utilities</i> | 200 | 200 | 200 |
| <i>Copier</i> | | | |
| <i>Data Storage</i> | | | |
| <i>IT</i> | | | |
| Total Supportive Services | 17,778 | 17,778 | 17,778 |

| | | | |
|---|-----------------|-----------------|-----------------|
| Resource Identification | | | |
| Administrative/Indirect (should not exceed 7%) | 3,500 | 3,500 | 3,500 |
| TOTAL PROGRAM COSTS | \$50,000 | \$50,000 | \$50,000 |

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**EXHIBIT D
SCHEDULE OF PAYMENTS**

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

(B) Payments to GRANTEE shall be made within thirty (30) days of

(1) (a) receipt by CITY of statement or statements in a form approved by CITY specifying in detail the costs incurred by and paid by GRANTEE during the month for which payment is requested, and

(b) documents evidencing these costs, including but not limited to, paid invoices; and

(2) the determination by CITY, in its sole discretion, that expenses for which GRANTEE seeks reimbursement can properly be paid under this AGREEMENT and such statement(s) and supporting documents reasonably evidencing that the expenses have been incurred and paid by GRANTEE. In making such determination, CITY may, but need not, rely upon the certification by GRANTEE that the items appearing on said statement and supporting documents are eligible items for reimbursement under this AGREEMENT. Such determination by CITY shall in no way constitute a waiver by CITY of its right to recover from GRANTEE the amount of money paid to GRANTEE on any item which is not eligible for payment under this AGREEMENT.

(C) The total amount of such payments to be made to GRANTEE shall be distributed as shown in EXHIBIT C. Any amendments to a line item in the approved budget must receive prior approval from the CITY. Requests for funds must identify the corresponding budget line item and include a certification that the GRANTEE's financial management system complies with the standards in 2 CFR part 200.

(D) "Expenses eligible for reimbursement" shall mean those expenses which are necessary for the planning and development of housing, rental assistance or related housing support services to people with HIV/AIDS in Santa Benito County.

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**EXHIBIT E
GENERAL GRANT CONDITIONS**

Housing Opportunities For Persons With AIDS (HOPWA)

SECTION 1. COMPLIANCE WITH LAWS:

A. GRANTEE shall become familiar and comply and cause all its subcontractors and employees, to become familiar and comply with all applicable federal, state and local laws, ordinances, codes, regulations and decrees. Failure of GRANTEE in any manner to observe and adhere to law, as described or as amended, shall in no way relieve GRANTEE of its responsibility to adhere to same and GRANTEE herein acknowledges this responsibility.

B. At any time during normal business hours, and as often as may be deemed necessary, GRANTEE agrees that CITY or its authorized representatives shall have access to and the right to examine its plants, offices and facilities engaged in performance of this AGREEMENT and all its records with respect to all matters covered by this AGREEMENT.

C. GRANTEE represents and warrants that it currently possesses all requisite licenses, including, but not limited to a City of San José business tax certificate or exemption, if qualified, with the CITY's Finance Department to operate in the CITY and will maintain all such licenses or exemptions for the term of this AGREEMENT. GRANTEE is responsible for contacting the appropriate offices and filing the necessary documents to comply with these requirements.

D. GRANTEE agrees to:

1. Operate the program in accordance with the provisions of the HOPWA regulations and other applicable regulations;
 2. Conduct an ongoing assessment of the housing assistance and supportive services required;
 3. Assure the adequate provision of supportive services to the participants in the program; and
 4. Comply with such other terms and conditions, including recordkeeping and reports (which must include racial and ethnic data on participants) for program monitoring and evaluation purposes, as HUD may establish for purposes of carrying out the program in an effective and efficient manner.
5. To adhere to the following procedures and record keeping:

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- a) Rental assistance for a short-term housing facility (such as a room in a hotel) may not be provided for more than sixty (60) days during any six-month period;
- b) Short-term rent, mortgage, and utilities payments to enable eligible individuals to remain in their own dwellings may not be provided for more than twenty-one (21) weeks in any 52-week period;
- c) No more than seven percent (7%) of these funds may be used for administrative costs, including but not limited to accounting, oversight, program evaluation, and reporting;
- d) Use of the HUD equal opportunity slogan or logo on all current materials, requests for proposals, advertising, employment bulletins, educational information or other information related to HOPWA expenditures;
- e) Collection and reporting of data necessary to complete the HOPWA activity report forms as developed by the Office of Aids. Such report shall include racial and ethnic data on participants, the number of individuals assisted, the type of assistance provided, and any other information the City of San Jose, or HUD may require;
- f) Ensure the confidentiality of individuals;
- g) Ensure that appropriate supportive services are made available to individuals assisted with housing;
- h) An ongoing assessment of the housing assistance and supportive services required by the participants;
- i) Maintain waiting list of applicants based on date and time of application;
- j) Assure that all housing (except for the current residence of an eligible person seeking short-term rent, mortgage, and utility payments) meets the housing quality standards, which includes the state and local requirements and habitability standards as described in Subpart D, Section 574.310 (b) of the HOPWA regulations.

E. Procedures for Corrective Action: Within ten (10) days of the receipt by CITY of a report filed by GRANTEE with CITY or of any substantiated report from any source, that evidences a failure by GRANTEE to comply with any provision of this AGREEMENT, CITY shall have the right to forward to GRANTEE a notice of CITY's intention to consider corrective action to enforce compliance with such provision. Such notice shall indicate the nature of the issue or issues which are to be reviewed in determining the need for corrective action, and the procedure whereby GRANTEE shall have the opportunity to participate in formulating the corrective action recommendation. CITY shall have the right to require

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the presence of any of GRANTEE's officers at any hearing or meeting called for the purpose of considering corrective action. Within ten (10) days of issuing such notice, and only after affording GRANTEE the opportunity to participate fully in corrective action deliberations, CITY shall forward to GRANTEE a set of specific corrective action recommendations and a detailed timetable for implementing the specified corrective action recommendations; such timetable shall allow GRANTEE not less than five (5) nor more than thirty (30) days to comply with the specified corrective action recommendations. Following implementation of the corrective actions, GRANTEE shall forward to CITY, within the time specified by CITY, any documentary evidence required by CITY to verify that the corrective actions have been taken.

F. GRANTEE understands that client information collected under this AGREEMENT is private and the use or disclosure of such information, when not directly connected with the administration of the CITY or GRANTEE's responsibilities with respect to services provided under this AGREEMENT, is prohibited unless written consent is obtained from such person receiving service.

G. HOMELESSNESS DOCUMENTATION. Short-Term Emergency Shelter Services; Persons Living on the Street. Projects may provide short-term shelter and/or services, such as outreach, food, health care, and clothing, to persons who reside on the streets or who are otherwise homeless. In these cases, it is not feasible to require documentation for each person obtaining such services offered by the project. It is sufficient for the GRANTEE staff to confirm that the persons served, indeed, reside on the street or are otherwise homeless.

SECTION 2. FEDERAL REQUIREMENTS

NONDISCRIMINATION AND EQUAL OPPORTUNITY.

GRANTEE must, within the eligible population, comply with the following requirements for nondiscrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, familial status and handicap:

A. FAIR HOUSING REQUIREMENTS:

The requirements of the Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR Part 100; Executive Order 11063 and implementing regulations at 24 CFR Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part 1; Final Rule regarding Equal Access in Accordance With an Individual's Gender Identity in Community Planning and Development Programs at 81 FR 64763; and Final Rule regarding Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity at 77 FR 5662.

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B. DISCRIMINATION ON THE BASIS OF AGE OR HANDICAP:

The prohibitions against discrimination based on age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR Part 146; the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8; and applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101-12213) and implementing regulations at 28 CFR Part 35 (states and local government grantees) and Part 36 (public accommodations requirements for certain types of short-term housing assistance).

C. EMPLOYMENT OPPORTUNITIES:

The requirements of Section 3 of the Housing and Urban Development Act of 1968, [12 U.S.C. 1701 (u)] (Employment Opportunities for Lower Income Persons in Connection with Assisted Projects).

D. MINORITY AND WOMEN'S BUSINESS ENTERPRISES:

The requirements relating to Minority-Owned and Women-Owned Business Enterprises set forth in Executive Order No. 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; and Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637, require a sub-recipient must exercise affirmative outreach efforts when soliciting bids for service or construction when the federal funds received by the sub-recipient or sub-contractor exceeds \$10,000 and when the sub-recipient or sub-contractor is a for-profit organization/business.

E. AFFIRMATIVE OUTREACH:

A GRANTEE must adopt procedures to ensure that all persons who qualify for the assistance, regardless of their race, color, religion, sex, age, national origin, familial status, or handicap, know of the availability of the HOPWA program, including facilities and services accessible to persons with a handicap, and maintain evidence of implementation of the procedures.

F. DISABILITY REQUIREMENTS:

The GRANTEE must not discriminate against persons with AIDS or related diseases based on an additional handicap of such persons in violation of the Fair Housing Act or Section 504 of the Rehabilitation Act of 1973. In addition, the GRANTEE must comply with the reasonable modification requirement of the Fair Housing Act, the reasonable accommodation requirements of the Fair Housing Act and Section 504 of the

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Rehabilitation Act of 1973, and the accessibility requirements of the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act, and implementing regulations. See 42 U.S.C. 3604 (f) and 24 CFR 100.203-100.205; 29 U.S.C. 794 and 24 CFR Part 8; and 28 CFR Parts 35 and 36.

G. 2 CFR Part 200:

GRANTEE agrees to establish and maintain a system of accounts that shall be in conformance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards with respect to acceptance and use of funds under this program.

H. DRUG-FREE WORKPLACE:

GRANTEE agrees to the requirements of Sections 5151-5180 of the Drug-Free Workplace Act of 1988 and HUD's implementing regulations at 24 CFR Part 24, Subpart F.

I. ANTI-LOBBYING CERTIFICATION:

As per the requirements of rule found at 24 CFR, GRANTEE certifies that it has not and will not use any Federal funds for lobbying the Executive or Legislative Branches of the Federal Government. GRANTEE agrees to disclose any nonappropriated funds that have been spent or committed for lobbying activities if those activities would be prohibited if paid with appropriated funds.

J. DEBARRED OR SUSPENDED CONTRACTORS:

GRANTEE agrees to comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts, or funding of any contractors or subcontractors during any period of debarment, suspension, or placement in eligibility status.

K. CONFLICT OF INTEREST:

In addition to the conflict of interest requirements of 24 CFR 85.36 (b) (3), no person who is an employee, agent, consultant, officer, or elected or appointed official of the GRANTEE and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself for those with whom he or she has family or business ties, during his or her tenure for one year thereafter.

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L. CHURCH-RELATED ACTIVITIES.

Public Services. Grant funds may be used for the provision of public services under the following conditions:

1. The public services provided are exclusively non-religious in nature and scope;
2. There are no religious services, proselytizing, instruction, or any other religious influences in connection with the public services;
3. There is no religious discrimination in terms of employment or benefits under the public services; and
4. The grant funds may be used only for the provision of public services and not for the construction, rehabilitation, or restoration of any facility owned by the religious organization where the services are to be provided. A narrow exception to this prohibition is that minor repairs may be made where such repairs (a) are directly related to the public services, (b) are located in a structure used exclusively for non-religious purposes, and (c) constitute in dollar terms a minor portion of the grant expenditure for the public services.

SECTION 3. OBLIGATIONS OF GRANTEE:

GRANTEE agrees to the following:

A. ORGANIZATION OF GRANTEE:

Prior to any reimbursement hereunder, GRANTEE shall provide CITY with organization information as may be requested by the Director.

B. FISCAL RESPONSIBILITIES OF GRANTEE:

GRANTEE shall:

1. Within thirty (30) days appoint and submit to CITY, the name of a fiscal agent who shall be responsible for the financial and accounting activities of the GRANTEE, including the receipt and disbursement of GRANTEE funds.
2. Establish and maintain a system of accounts that shall be in conformance with generally accepted principles of accounting for budgeted funds. Such system of accounts shall be subject to review and approval of CITY.
3. Document all costs by maintaining complete and accurate records of all financial transactions, including but not limited to contracts, invoices, time cards, cash

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receipts, vouchers, canceled checks, bank statements, and/or other official documentation evidencing in proper detail the nature and proprietary of all charges.

4. Submit to the CITY, within fifteen (15) working days of the end of the preceding month, requests for reimbursement, together with all supporting documentation.
5. Certify insurability subject to CITY approval as outlined in **EXHIBIT G** entitled "INSURANCE".
6. Submit to CITY at such times and in such forms as CITY may require, such statements, records, reports, data, and information pertaining to matters covered by this AGREEMENT.
7. Comply with all HOPWA and all other applicable federal requirements.
8. Comply with 2 CFR 200, subpart D, "Post Federal Award Requirements," and adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
9. Administer all programs in conformance with 2 CFR 200, subpart E, "Cost Principles". These principles shall be applied for all costs incurred whether charged in a direct or indirect basis.
10. If indirect costs are charged, the GRANTEE will develop an indirect cost allocation plan for determining the appropriate GRANTEE's share of administrative costs and shall submit such plan to the CITY for approval.

C. RECORDS, REPORTS AND AUDITS OF GRANTEE:

1. ESTABLISHMENT AND MAINTENANCE OF RECORDS: GRANTEE shall maintain records, including but not limited to, books, financial records, supporting documents, statistical records, personnel, property, and all other pertinent records sufficient to reflect properly:

- a) All direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred to perform this AGREEMENT, and
- b) All other matters covered by this AGREEMENT. Such records shall be maintained in accordance with requirements now or hereafter prescribed by the CITY.

2. PRESERVATION OF RECORDS: GRANTEE shall preserve and make available its records:

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- a) For a period of four (4) years from the date of final payment to GRANTEE under this AGREEMENT; or,
- b) For such longer period, if any, as may be required by applicable law; or,
- c) If this AGREEMENT is completely or partially terminated, for a period of four (4) years from the date of such complete or partial termination.

3. EXAMINATION OF RECORDS: At any time during normal business hours, and as often as deemed necessary by the CITY, GRANTEE agrees that the CITY, shall:

- a) For a period of four (4) years after final payment under this AGREEMENT; or,
- b) If this AGREEMENT is completely terminated, for a period of four (4) years from the date of this AGREEMENT or partially terminated, for a period of four (4) years from the date of any resulting agreement; or,
- c) For such longer period as may be required by applicable law;

have access to its plants, offices and facilities engaged in performance of this AGREEMENT and all its records with respect to all matters covered by this AGREEMENT. GRANTEE also agrees that the CITY, shall have the right to audit, examine, and make excerpts or transcripts of and from such records, and to make audits of all contracts and subcontracts, invoices, payrolls, records of personnel, conditions of employment, materials, and all other data relating to matters covered by this AGREEMENT all as set forth in Section C. 4. below. Notwithstanding anything in this AGREEMENT to the contrary for monitoring purposes, CITY shall not require access to any information of GRANTEE mutually determined by the parties hereto to be proprietary.

4. AUDITS:

a) Independent Audits. GRANTEE shall perform an independent fiscal and compliance audit at least annually, in conformance with the accounting standards and principles described below. Such audits must identify the funds received and disbursed relating to this AGREEMENT. The costs for such audits shall be at the GRANTEE's expense unless otherwise provided for in this AGREEMENT. The following provisions apply to the completion of the independent audit required by this Section:

- (1) Funds will be set aside in each agency's budget just for an independent audit. A separate line item will be established.
- (2) GRANTEE shall enter into an agreement with an independent public accountant certified to practice in the State of California no later than sixty

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(60) days before the end of this AGREEMENT calling for an audit to be done for the entire year. The audit must be in conformance with the applicable funding source.

- (3) The audit must be completed and sent to CITY's Department of Housing staff within the later of one hundred fifty (150) days of the end of this AGREEMENT or ninety (90) days after the end of GRANTEE's fiscal year.
- (4) Independent Audits. The independent fiscal audit shall conform to generally accepted governmental auditing principles and 2 CFR 200, Subpart F "Audit Requirements". Such audits shall identify the funds received and disbursed under this AGREEMENT.
- (5) For grantees that expend \$750,000 or more of Federal financial assistance in a fiscal year, in addition to conducting normal financial audit procedures, the GRANTEE's independent public accountant certified to practice in the State of California shall perform tests to ascertain that:
 - (i) Expenditures submitted for reimbursement are allowable under 2 CFR part 200;
 - (ii) Expenditures are in compliance with the grant agreements between the CITY and GRANTEE; and
 - (iii) Applicable laws and regulations. Further, the independent public accountant certified to practice in the State of California shall render an opinion as to whether the Expenditures complied with the Single Audit Act of 1984 and 2 CFR 200, subpart F "Audit Requirements" including the following components:
 - i. Balance Sheet or Statement of Financial Position;
 - ii. Statement of Support, Revenue and Expenses and Changes in Fund Balances or Statement Activities;
 - iii. Statement of Functional Expenses;
 - iv. Schedule of Expenditures of Federal Awards;
 - v. Independent Auditor's Report on the Financial Statement and Schedule of Expenditures of Federal Awards;
 - vi. Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters;
 - vii. Auditor's Report on Compliance with Requirements Applicable to Major Programs and on Internal Control over Compliance;
 - viii. Schedule of Findings and Questioned Costs;
 - ix. Summary of Schedule of Prior Audit Findings;
 - x. Corrective Action Plan;
 - xi. Data Collection Form;

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- xii. Communication of Internal Control Related Matters Identified in an Audit (Management Letter) from Auditor (if one was issued)
 - 1. GRANTEE shall also submit to the agency a written management response to the findings of the Internal Control Matters
 - (iv) Funds may be set aside in GRANTEE's budget in an amount equal to CITY's fair share of GRANTEE's cost of an independent audit compliant with 2 CFR 200, if required, with prior approval from the agency;
 - (v) GRANTEES that are not required under the Single Audit Act to submit reports in conformance with the requirements of 2 CFR part 200 shall submit an audit performed in accordance with Generally Accepted Auditing Standards and submit reports which conform to Generally Accepted Accounting Principles and that includes the following components:
 - i. Balance Sheet or Statement of Financial Position;
 - ii. Statement of Support, Revenue, and Expenses and Changes in Fund Balances or Statement Activities;
 - iii. Statement of Functional Expenses;
 - iv. Statement of Auditor's Report;
 - v. Communication of Internal Control Related Matters Identified in an Audit (Management Letter) from Auditor
 - 1. GRANTEE shall also submit to the agency a written management response to the findings of the Internal Control Matters.
- (6) For grantees that expend more than \$750,000 of financial assistance in a fiscal year, the audit shall identify in a Schedule of Governmental Financial Assistance, the gross amounts of grants obtained by GRANTEE from all governmental sources, the periods covered by the grants, and the grant contract or identification number (s), if any, under which funds were received and disbursed by GRANTEE during the audited fiscal year. In addition, the Schedule of Governmental Financial Assistance shall show the amount disbursed under each grant during the audited fiscal year, including the amount received and disbursed under this AGREEMENT.
- (7) GRANTEE's independent public accountant certified to practice in the State of California shall perform reviews of GRANTEE's internal control systems and GRANTEE's compliance with applicable laws, regulations and requirements of this AGREEMENT.
- (8) Should GRANTEE not enter into an agreement with an independent public accountant certified to practice in the State of California, or should an audit not be done on a timely basis, CITY, at its sole discretion, may enter into

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an agreement with an independent public accountant certified to practice in the State of California to perform the audit.

The independent public accountant certified to practice in the State of California shall issue a report on the financial statements and the Schedule of Governmental Financial Assistance, a report on the study and evaluation of internal controls and a report of GRANTEE compliance. The three reports may be bound into a single report, or presented at the same time as separate documents.

b) CITY Audits. CITY may perform an independent audit. Such audits may cover program as well as fiscal matters. GRANTEE will be afforded an opportunity to respond to any audit findings and have the responses included in the final audit report. Costs of such audits will be borne by CITY.

c) Disallowed Costs. GRANTEE is liable for repayment of disallowed costs as determined by CITY, in its sole discretion, and/or HUD. Disallowed costs may be identified through audits, monitoring or other sources. GRANTEE shall be afforded the opportunity to respond to any adverse findings which may lead to disallowed costs. Director shall make the final determination of disallowed costs, subject to provisions of 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and applicable HUD regulations.

D. HMIS PARTICIPATION:

All agencies in receipt of funding from the CITY's HOPWA grant program are required to fully participate in the Homeless Management Information System ("HMIS") and work closely with BitFocus ("BitFocus"), to ensure the agency has the mechanisms and staffing in place to use the system appropriately and in a timely manner. Funded agencies are required to collect demographic information on all clients served by the funded projects, the services provided, and consent to release the information to BitFocus and the CITY's Housing Department.

Funded projects must utilize all appropriate aspects of HMIS in order to generate the statistical information required for reporting to the CITY on all universal and program level elements of the HUD Data Standards. These statistical reports must be generated directly out of HMIS. No adjustments to the HMIS reports will be accepted and it is therefore incumbent on the agency to ensure that the information they put into HMIS is accurate and up to date. CITY will measure performance and outcomes relating to these funded projects through the use of the HMIS statistical data, based on the HUD data elements, or other reporting requirements as determined by the CITY. The CITY will request from the HMIS Administrator, acknowledgement of the recipient agencies' certificate of compliance with HUD privacy and security standards, acknowledgement of

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use of the Shelter Point program, and statistics on the percentage of Universal and Top Level Program data captured.

E. LANGUAGE ACCESS PLAN (LAP)

GRANTEE shall fully implement and comply with the Language Access Plan (LAP) as approved by CITY to ensure that Limited English Proficient clients have equal access to community programs and services.

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EXHIBIT F

**EMPLOYEE/VOLUNTEER CLEARANCE VERIFICATION AND
COMPLIANCE WITH THE CHILD ABUSE AND NEGLECT REPORTING ACT**

If GRANTEE provides services involving minors, and as a City-approved method of complying with the provisions contained in this Agreement, GRANTEE shall conduct a criminal background check through the database of the California Department of Justice and an FBI criminal database or equivalent national database as approved in writing by GRANTEE's liability insurance provider, on each of its employees and volunteers who have supervisory or disciplinary authority over minors.

GRANTEE shall also comply with the provisions of the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 *et. seq.* Additionally, GRANTEE certifies to the following:

1. Any and all personnel employed or retained by GRANTEE in conducting the operations of GRANTEE's program shall be qualified to perform the duties assigned to them by GRANTEE. GRANTEE agrees that GRANTEE shall not at any time allow its employees or volunteers to be in any position with supervisory or disciplinary authority over minors, if they have been convicted of any offense identified in California Public Resources Code Section 5164 (copy attached).

CITY and GRANTEE understand that results of background checks on minors may be confidential under state law. Therefore, all employees or volunteers must be at least 18 years of age if they are to be in a position having supervisory or disciplinary authority over any minor.

If GRANTEE intends to have employees or volunteers under the age of 18 providing services under this Agreement, GRANTEE shall maintain and make available to CITY, if requested, guidelines, procedures or policies, that safeguard and ensure that no employees or volunteers under the age of 18 will be providing services under this Agreement unsupervised and further, GRANTEE shall ensure that none of its employees or volunteers under 18 years of age have any supervisory or disciplinary authority over any minor, as such term is used in California Public Resources Code Section 5164.

2. GRANTEE shall be responsible for ensuring that no person who has supervisory or disciplinary authority over minors, who is paid or unpaid by GRANTEE shall be permitted to provide services unless appropriate background checks, including fingerprints, have been performed prior to the beginning of services under this Agreement, and the person meets the standards set forth above. If requested by CITY, and to the extent allowed by law, GRANTEE shall promptly provide documentation listing each person that has provided or is providing services hereunder involving supervision or disciplinary authority over minors, and certifying that the GRANTEE has conducted the proper background check on such person or persons, and each of the named persons is legally permitted to perform the services described in this Agreement. Regardless of whether such documentation is requested or delivered by GRANTEE, GRANTEE shall be solely responsible for compliance with the provisions of this Section.

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3. That no person paid or unpaid by GRANTEE shall be permitted to provide services requiring contact with children or providing food concessionaire services or other licensed concessionaire services in that area, unless GRANTEE has complied with the TB testing requirements set forth in Section 5163 of the California Public Resources Code (copy attached), verifying that the person or persons has provided evidence/verification of a negative TB skin test reading less than two (2) years old (if newly hired) or within four (4) years (if current employee) of the date of execution of this Agreement and every four (4) years thereafter, if the term of this Agreement exceeds four (4) years. For persons with a positive TB skin test reading, a physician's medical clearance must be obtained prior to services being provided as specified above. GRANTEE shall keep on file each "Certificate" of clearance for the persons described above, and shall also make available a copy of each Certificate to CITY, if requested and allowed by law. "Certificate" means a document signed by a licensed examining physician and surgeon or a notice from a public health agency or unit of the tuberculosis association which indicates freedom from active tuberculosis.

4. GRANTEE understands that if services are rendered on a school site, there may be additional requirements that may apply including without limitation, requirements under the California Education Code. GRANTEE acknowledges that it is GRANTEE's sole responsibility to comply with all applicable laws, regulations and licensing requirements in GRANTEE's provision of services hereunder.

I, the GRANTEE by signing below verify that I have read and agree to the above:

Signature

Date

Please Print or Type Name of Organization

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CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164

5164.(a)(1) A county or city or city and county or special district shall not hire a person for employment, or hire a volunteer to perform services, at a county or city or city and county or special district operated park, playground, recreational center, or beach used for recreational purposes, in a position having supervisory or disciplinary authority over any minor, if that person has been convicted of any offense specified in paragraph (2).

(2)(A) Violations or attempted violations of Section 220, 261.5, 262, 273a, 273d, or 273.5 of the Penal Code, or any sex offense listed in Section 290 of the Penal Code, except for the offense specified in subdivision (d) of Section 243.4 of the Penal Code.

(B) Any felony or misdemeanor conviction specified in subparagraph (C) within ten (10) years of the date of the employer's request.

(C) Any felony conviction that is over ten (10) years old, if the subject of the request was incarcerated within ten (10) years of the employer's request, for a violation or attempted violation of any of the offenses specified in Chapter 3 (commencing with Section 207) of Title 8 of Part 1 of the Penal Code, Section 211 or 215 of the Penal Code, wherein it is charged and proved that the defendant personally used a deadly or dangerous weapon, as provided in subdivision (b) of Section 12022 of the Penal Code, in the commission of that offense, Section 217.1 of the Penal Code, Section 236 of the Penal Code, any of the offenses specified in Chapter 9 (commencing with Section 240) of Title 8 of Part 1 of the Penal Code, or any of the offenses specified in subdivision (c) of Section 667.5 of the Penal Code, provided that no record of a misdemeanor conviction shall be transmitted to the requester unless the subject of the request has a total of three (3) or more misdemeanor convictions, or a combined total of three (3) or more misdemeanor and felony convictions, for violations listed in this Section within the ten-year period immediately preceding the employer's request or has been incarcerated for any of those convictions within the preceding ten (10) years.

(b)(1) To give effect to this Section, a county or city or city and county or special district shall require each such prospective employee or volunteer to complete an application that inquires as to whether or not that individual has been convicted of any offense specified in subdivision (a). The county or city or city and county or special district shall screen, pursuant to Section 11105.3 of the Penal Code, any such prospective employee or volunteer, having supervisory or disciplinary authority over any minor, for that person's criminal background.

(2) Any local agency requests for Department of Justice records pursuant to this subdivision shall include the prospective employee's or volunteer's fingerprints, which may be taken by the local agency, and any other data specified by the Department of Justice. The request shall be made on a form approved by the Department of Justice. No fee shall be charged to the local agency for requesting the records of a prospective volunteer pursuant to this subdivision.

(3) A county, city, city and county, or special district may charge a prospective employee or volunteer described in subdivision (a) a fee to cover all of the county, city, city and county, or special district's costs attributable to the requirements imposed by this section.

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CALIFORNIA PUBLIC RESOURCES CODE SECTION 5163

5163. (a) No person shall initially be employed in connection with a park, playground, recreational center, or beach used for recreational purposes by a city or county in a position requiring contact with children, or as a food concessionaire or other licensed concessionaire in that area, unless the person produces or has on file with the city or county a certificate showing that within the last two (2) years the person has been examined and has been found to be free of communicable tuberculosis.

(b) Thereafter, those employees who are skin test negative shall be required to undergo the foregoing examination at least once each four (4) years for so long as the employee remains skin test negative. Once an employee has a documented positive skin test which has been followed by an X-ray, the foregoing examination is no longer required and a referral shall be made within thirty (30) days of the examination to the local health officer to determine the need for follow-up care.

“Certificate” means a document signed by the examining physician and surgeon who is licensed under Chapter 5 (commencing with Section 2000) of Division 2 of the Business and Professions Code, or a notice from a public health agency or unit of the tuberculosis association which indicates freedom from active tuberculosis.

5163.1. The examination shall consist of an approved intradermal tuberculosis test, which, if positive, shall be followed by an X-ray of the lungs.

Nothing in Sections 5163 to 5163.2, inclusive, shall prevent the governing body of any city or county, upon recommendation of the local health officer, from establishing a rule requiring a more extensive or more frequent examination than required by Section 5163 and this Section.

5163.2. The X-ray film may be taken by a competent and qualified X-ray technician if the X-ray film is subsequently interpreted by a licensed physician and surgeon.

5163.3. The city or county shall maintain a file containing an up-to-date certificate for each person covered by Section 5163.

5163.4. Nothing in Section 5163 to 5163.3, inclusive, shall prevent the city or county from requiring more extensive or more frequent examinations.

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**EXHIBIT G
INSURANCE REQUIREMENTS**

GRANTEE, at GRANTEE's sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by GRANTEE, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001, including products and completed operations; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Professional Liability Errors & Omissions for all professional services.

There shall be no endorsement reducing the scope of coverage required above unless approved by the CITY's Risk Manager.

B. Minimum Limits of Insurance

GRANTEE shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident; coverage shall be endorsed to state carrier

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waives its rights of subrogation against the CITY, its officers, employees, agents and contractors; and

4. Professional Liability Errors & Omissions \$1,000,000 per occurrence/aggregate limit.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by CITY's Risk Manager. At the option of CITY, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, employees, agents and contractors; or GRANTEE shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the CITY's Risk Manager.

D. Other Insurance Provisions

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

1. Commercial General Liability and Automobile Liability Coverages

a. The City of San Jose, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, GRANTEE; products and completed operations of GRANTEE; premises owned, leased or used by GRANTEE; and automobiles owned, leased, hired or borrowed by GRANTEE. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents and contractors.

b. GRANTEE's insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or contractors shall be excess of GRANTEE's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies by GRANTEE shall not affect coverage provided CITY, its officers, employees, agents, or contractors.

d. Coverage shall state that GRANTEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Coverage shall contain a waiver of subrogation in favor of the CITY, its officers, employees, agents and contractors.

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2. Workers' Compensation and Employers' Liability

Coverage shall contain waiver of subrogation in favor of the City of San José, its officers, employees, agents, and contractors.

3. All Coverages

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to CITY's Risk Manager.

E. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to CITY's Risk Manager.

F. Verification of Coverage

GRANTEE shall furnish CITY with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be either emailed in pdf format to: Riskmgmt@sanjoseca.gov or mailed to the following address or any subsequent email or postal address as may be directed in writing by the Risk Manager:

City of San Jose – Finance
Risk Management
200 East Santa Clara St. 14th Floor Tower
San Jose, CA 95113-1905

G. Subcontractors

GRANTEE shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

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**EXHIBIT H
GUIDELINES FOR MINORITY-OWNED AND WOMEN-OWNED
BUSINESS ENTERPRISES (MBE/WBE)**

Section 281 of the National Affordable Housing Act requires each contractor to prescribe procedures to establish and oversee a minority outreach program for the receipt of all federal housing and community development funds including CDBG, ESG, HOME, HOPWA, ESG, Section 108, and BEDI grants.

The program shall include minority and women-owned businesses in all contracting activities entered into by the contractor to facilitate the provision of affordable housing authorized under this Act or any other federal housing law applicable to such jurisdiction.

Definitions:

- **The CITY:** The primary grantee of federal housing and community development funds is the City of San José.
- **Developer/Contractor/Subrecipient:** The individual, company, corporation, partnership, business, or other entity that enters into a contract with the City of San José to carry out the work, service, or project specified in connection with receiving a federal HUD grant.
- **Subcontractor:** Any entity which has agreed to undertake a portion of the developer/contractor/subrecipient general contract.
- **Minority-Owned Business Enterprise (MBE):** Business primarily (51%) owned, operated and controlled by one or more members of the following race/ethnicity: Pacific Islander, American Native, African American/Black, American Indian/Alaskan Native, Hawaiian/Pacific Islander, Asian, or Hispanic.
- **Women-Owned Business Enterprise (WBE):** Primarily (51%) owned by one or more females.

Required Program Participants' Responsibility:

- The CITY will ensure that when soliciting bids for service, construction, or maintaining "contractor lists" for developers/contractor/subrecipient, the CITY will use the outreach provisions described under "Outreach Criteria."
- The CITY will require its developers/contractors/subrecipient to carry out the provisions of MBE/WBE when soliciting bids of subcontractors.

Applicability:

- When the CITY makes a grant to a developer/contractor/subrecipient for services or construction.

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- When a developer/contractor/subrecipient subcontracts for services or construction.
- When the grant received by the developer/contractor/subrecipient or subcontractor exceeds Ten Thousand Dollars (\$10,000).
- When the developer/contractor/subrecipient or subcontractor is a for-profit organization/business, or a nonprofit hires a for-profit subcontractor.

Steps to Meeting the Reporting Requirements:

1. If applicable, each developer/contractor/subrecipient will need to self-certify to the CITY whether it is an MBE/WBE. A form will be provided to each agency awarded funds and reported annually by the developer/contractor/subrecipient.
2. Each developer/contractor/subrecipient will ensure that every subcontractor also self-certifies whether it is a MBE/WBE and this information is reported annually.
3. The CITY will follow the guidelines for "Outreach" when soliciting bids for developer/contractor/subrecipient.
4. Each developer/contractor/subrecipient will follow the guidelines for "Outreach" when soliciting bids for subcontractors and will report these efforts annually to the Housing Department.

Required Outreach Criteria:

- The Housing Department will maintain a list of local MBE/WBE companies and addresses and distribute to all developers/contractors/subrecipients.
- The Housing Department Rehabilitation Division will ensure that its "Contractor List" includes MBE/WBEs for homeowners to use when selecting eligible contractors. The list will be updated annually and include outreach to MBE/WBEs.

When developers/contractors/subrecipients are soliciting bids from subcontractors, they will include in any notice to local newspaper that "Women and Minority Owned Businesses are strongly encouraged to apply." Developers/contractors/subrecipients, when feasible, are strongly encouraged to consider posting in Spanish and Vietnamese newspapers.

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**REVISED EXHIBIT I
RETROACTIVE SERVICES**

The term of this AGREEMENT shall be retroactive from July 1, 2019, and shall continue through June 30, 2020. It is understood and agreed that GRANTEE has commenced work and incurred costs prior to execution of this AGREEMENT in anticipation of its execution.

CITY agrees to reimburse GRANTEE for those costs in accordance with the terms of the AGREEMENT. However, in no event shall GRANTEE be reimbursed for costs incurred prior to July 1, 2019.