

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

SUMMARY PAGE

Grant Type: HEAP Contract No.: HEAP-19-001

Agency: LifeMoves

Project: Motel Vouchers for Vulnerable Populations Program

Description: GRANTEE shall implement a Motel Vouchers for Vulnerable Populations Program which provides motel stays for homeless families and other vulnerable populations waiting to enter shelters or other temporary or permanent housing.

Funding Source: HOUSING EMERGENCY AID PROGRAM (HEAP)

Grant Award Not to Exceed: \$1,950,000 (HEAP)

Payment Terms: See **EXHIBIT D**

Agreement Term: Start Date: Date of Execution End Date: December 31, 2020

PARTIES TO AGREEMENT:

	GRANTEE	CITY OF SAN JOSE
Agency Name:	LifeMoves	Housing Department
Address for Legal Notice:	181 Constitution Drive	200 E. Santa Clara St., 12 th Floor
City/State/Zip Code:	Menlo Park, CA 94025	San José, CA 95113-1907
Attention:	Bruce Ives	Jacky Morales-Ferrand
Email Address:	bives@lifemoves.org	jacky.morales-ferrand@sanjoseca.gov
Telephone No.:	650-685-5880 ext. 121	408-535-3855
Taxpayer ID	77-0160469	
CITY Business		

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License/ Tax No.:	6786501210	
Type of Entity:	501 (c) 3 – public benefit corporation	
State of Incorporation or Residency:	California	

CONTACT INFORMATION

GRANTEE Contact Person:	Jeannie Leahy
Title:	Director of Grants & Contracts
Telephone No:	650-685-5880 ext. 158
Email:	jleahy@lifemoves.org

CITY Contact Person:	Kelly Hemphill
Title:	Housing Policy and Planning Administrator
Telephone No:	408-975-4483
Email:	Kelly.hemphill@sanjoseca.gov

EXHIBIT LIST:

- | YES | N/A | |
|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Exhibit A: Scope of Services |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Exhibit B: Performance Measures/Numeric Goals |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Exhibit C: Budget Summary |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Exhibit D: Payments to Grantee |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Exhibit E: General Grant Conditions |

To the extent applicable, the following grant provisions are required for this amendment. (Check all provisions that apply.)

REQUIRED LANGUAGE ATTACHMENT

- | YES | N/A | |
|-------------------------------------|-------------------------------------|--------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | City of San José Funding |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Federal |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | State |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | County |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other Public Agency |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Private Funding Agency |
- Exhibit F: Employee/Volunteer Clearance Verification and Compliance with the Child Abuse and Neglect Reporting Act

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- Exhibit G: Insurance
- Exhibit H: Federal Guidelines For Minority-Owned and Women-Owned Business Enterprises (MBE/WBE)
- Exhibit I: Retroactive Services

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I certify that I have read and hereby consent to all the terms and provisions contained in the attached AGREEMENT, including without limitation, all exhibits. Said AGREEMENT is hereby incorporated.

WITNESS THE EXECUTION HEREOF the date of execution by CITY.

LIFEMOVES, a California nonprofit public benefit corporation

Grantee Signature: _____ Date: _____
Print Name: Bruce Ives
Title: Chief Executive Officer

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CITY OF SAN JOSE, a municipal corporation of the State of California

TONI TABER
City Clerk

_____ Date: _____

Approved as to Form:
HANA HARDY
Deputy City Attorney

_____ Date: _____



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CITY OF SAN JOSE HOUSING DEPARTMENT HEAP GRANT AGREEMENT

(LifeMoves: Motel Vouchers for Vulnerable Populations Program 2019-2020)

This **HEAP GRANT AGREEMENT** (“AGREEMENT”) is made and entered into upon execution by CITY, by and between the **CITY OF SAN JOSE**, a municipal corporation of the State of California (hereinafter referred to as “CITY”), and **LIFEMOVES**, a California nonprofit public benefit corporation (“GRANTEE”). For the purposes of this AGREEMENT, CITY and GRANTEE are sometimes collectively referred to as “Parties” and individually as “Party”.

RECITALS

WHEREAS, CITY desires to grant \$1,950,000 in state Housing Emergency Aid Program (“HEAP”) funds for services to be provided by GRANTEE to support GRANTEE’s Motel Vouchers for Vulnerable Populations Program 2019-2020 program (“Program”) from the date of execution of the AGREEMENT by CITY through December 31, 2020; and

WHEREAS, GRANTEE has the necessary professional expertise and skill to perform such services;

NOW, THEREFORE, the purpose of this AGREEMENT is to retain GRANTEE to perform those services specified in **EXHIBIT A** (“Scope of Services”) to this AGREEMENT as follows:

SECTION 1: PROGRAM COORDINATION

A. CITY: The Director of the CITY Housing Department (“Department”), now Jacky Morales-Ferrand, as also identified on the Summary Pages under City of San José (“DIRECTOR”), or his or her designee, shall be the CITY official responsible for the Program and shall render overall supervision of the progress and performance of this AGREEMENT by CITY. All services agreed to be performed by CITY shall be under the overall direction of the DIRECTOR.

B. GRANTEE: GRANTEE’s Director of Santa Clara County Shelters & Services, now Heather Bucy (“GRANTEE Contact Person”), shall have overall responsibility for the progress and execution of this AGREEMENT. Such person is also identified on the Summary Pages as GRANTEE Contact Person. Additionally, GRANTEE shall immediately notify CITY in writing should circumstances or conditions subsequent to the execution of this AGREEMENT require a substitute GRANTEE Contact Person. GRANTEE’s Contact Person and GRANTEE staff will fully cooperate with the DIRECTOR relating to the work or services provided hereunder.

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SECTION 2: TERM OF AGREEMENT AND GRANT AWARD

A. The term of this AGREEMENT (“Term”) shall commence on the Start Date as set forth in the Summary Pages and shall expire on the End Date as set forth in the Summary Pages unless extended or sooner terminated in accordance with the terms of this AGREEMENT. Regardless of the date of execution of this AGREEMENT, this AGREEMENT is effective as of the Start Date.

B. If this AGREEMENT is extended, a request to extend this AGREEMENT along with a description of the revised exhibits, if any, should be submitted by GRANTEE to the CITY no less than forty-five (45) days prior to the expiration date. An extension must be set forth in a written amendment to this AGREEMENT, signed by authorized representatives of CITY and GRANTEE. Nothing herein commits or binds the CITY to extend this AGREEMENT which shall be at the sole discretion of CITY, and if additional funds are required, shall be subject to appropriation of funds by City Council.

SECTION 3: GRANT SERVICES

GRANTEE shall perform those services as specified in detail on EXHIBIT A titled “Scope of Services,” (“Grant Services”) and shall comply with the terms and conditions of this AGREEMENT.

SECTION 4: PAYMENTS

A. CITY agrees to pay GRANTEE an amount not to exceed One Million Nine Hundred Fifty Thousand Dollars (**\$1,950,000**) as also set forth on the Summary Pages (“Grant Award”), for the Scope of Services described in EXHIBIT A, and which payment is subject to the terms and conditions set forth in EXHIBIT D titled “Schedule of Payments.” Any costs incurred by GRANTEE above the Grant Award shall be at GRANTEE’s sole cost and expense.

B. GRANTEE will provide CITY with invoices or financial reports signed by the Executive Director or other authorized GRANTEE representative with authority to confirm the accuracy of reported expenditures on a form approved by the CITY, with applicable invoices and/or financial reports in sufficient detail to determine actual costs incurred, hours services provided and any indirect, overhead or administrative costs charged to the CITY.

C. CITY will review invoices or financial reports for adherence to AGREEMENT requirements and services, and authorize and release payment to GRANTEE based upon approved claims submitted and within thirty (30) calendar days from receipt of invoice or financial reports and complete supporting documentation, provided that GRANTEE is not in default under any provisions of this AGREEMENT.

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D. CITY will not pay for unauthorized services rendered by GRANTEE or for claimed services which GRANTEE has not provided as required by this AGREEMENT.

E. DIRECTOR or designee may, without prior notice to GRANTEE, at any time in his or her absolute discretion, elect to suspend or terminate payment to GRANTEE, in whole or in part, terminate work or expenditures by GRANTEE under this AGREEMENT, or not to make any particular payment under this AGREEMENT or take any other action available in the event of any of the following occurrences:

1. If GRANTEE (with or without knowledge) shall have made any material misrepresentation of any nature with respect to any information or statements furnished to CITY in connection with this AGREEMENT;
2. If there is pending litigation with respect to the performance by GRANTEE of any of its duties or obligations under this AGREEMENT which may materially jeopardize or adversely affect the undertaking of or the carrying out of the Grant Services;
3. If GRANTEE, without having obtained CITY approval, has taken any action pertaining to the Grant Services which requires CITY approval;
4. If GRANTEE makes improper use of the Grant Award;
5. If GRANTEE fails to comply with any of the terms and conditions of this AGREEMENT including without limitation, GRANTEE's failure to carry out the Grant Services or other obligations as described in any Exhibit to this AGREEMENT;
6. If GRANTEE submits to CITY any report which is incorrect or incomplete in any material respect, or is untimely.

SECTION 5: DEFAULT AND TERMINATION OF AGREEMENT

A. CITY may, through DIRECTOR or designee, terminate this AGREEMENT without cause by giving GRANTEE thirty (30) calendar days written notice.

B. Each of GRANTEE's obligations under this AGREEMENT shall be deemed material. If GRANTEE fails to perform any of its obligations under this AGREEMENT, or any other AGREEMENT with the CITY, CITY may terminate this AGREEMENT upon ten (10) days advance notice ("Notice Period") to GRANTEE, specifying GRANTEE's breach and providing GRANTEE with the opportunity to cure the specified breach within the Notice Period or in those instances where the specified breach cannot reasonably be cured within the Notice Period, the opportunity to commence to cure the specified breach. In the event GRANTEE fails to cure or to commence to cure the specified breach within the Notice

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Period, this AGREEMENT shall be terminated. Without limiting the generality of the foregoing, the occurrence of any one of the following events shall constitute a default of this AGREEMENT for which CITY may exercise its right of termination:

1. GRANTEE's breach of any of the representations or warranties contained in this AGREEMENT;
2. The occurrence of any of the events set forth in Section 4 for suspension or termination of CITY's payment of the Grant Award.

C. In the event of termination under this Section 5, GRANTEE shall have the following obligations:

1. No later than thirty (30) days following the date of termination GRANTEE shall refund to CITY any unused portion of the Grant Award, except that GRANTEE shall have no obligation to refund to CITY any portion of the Grant Award that was distributed in accordance with the terms of the AGREEMENT. GRANTEE shall also provide CITY with a written report detailing the expenditures, if any, from the Grant Award, including an accounting of its administrative expenses to the date of termination. GRANTEE shall refund to CITY any portion of the Grant Award designated for GRANTEE's administrative expenses which was not expended as of the date of termination. Nothing in this AGREEMENT shall be deemed to be a waiver of CITY's right to recover from GRANTEE any portion of the Grant Award that has not been spent in accordance with this AGREEMENT. Upon receipt, GRANTEE will be paid for services performed and reimbursable expenses incurred in compliance with the terms of this AGREEMENT to date of termination, unless other payment terms are explicitly provided in **EXHIBIT D** to this AGREEMENT.
2. Upon termination, GRANTEE shall immediately deliver to CITY any and all copies of materials used or developed for this grant including, but not limited to, all data collection forms, reports, studies and other work performed, whether or not completed by GRANTEE or GRANTEE's subcontractor, if any, under this AGREEMENT.

D. Nothing in this AGREEMENT shall be construed so as to deprive CITY of its rights and remedies at law or in equity against GRANTEE.

E. DIRECTOR is authorized to terminate this AGREEMENT on CITY's behalf.

F. If the term of this AGREEMENT is more than one year, the funding in any year after the first year may be contingent upon past and pending performance as well as future appropriation by the City Council of the City of San José, in its sole discretion. If the funding required to pay for Grant Services for the next fiscal year has not been appropriated

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by June 30 of any year, this AGREEMENT will automatically terminate, effective June 30.

G. CITY may, at its sole option, pursue a course correction process with GRANTEE to address issues with GRANTEE's performance under this AGREEMENT. However, CITY is under no obligation to pursue a course correction prior to exercising its rights to suspend payment to GRANTEE or to terminate this AGREEMENT.

SECTION 6: ACCOUNTING AND FINANCIAL RECORDS.

GRANTEE shall establish and maintain at all times, on a current basis in connection with the provision of Grant Services, an adequate accounting system in accordance with generally accepted accounting principles and standards and acceptable to DIRECTOR covering all revenues, costs, and expenditures with respect to GRANTEE's performance under this AGREEMENT. GRANTEE shall maintain its accounting system and shall provide CITY with reports that separate costs and expenses incurred by GRANTEE with CITY funds as distinguished from costs and expenses paid for from other funding sources.

SECTION 7: REPORTING REQUIREMENTS.

GRANTEE shall submit reports related to GRANTEE's performance under this AGREEMENT prepared in accordance with EXHIBIT B and, to the extent applicable, on the schedule specified in EXHIBIT D. The format of the reports shall be as provided in this AGREEMENT unless otherwise directed by the DIRECTOR. A final report shall be delivered to CITY prior to expiration of this AGREEMENT, as may be further described in EXHIBIT B.

SECTION 8: RIGHT OF EXAMINATION AND AUDIT AND PRESERVATION OF RECORDS.

GRANTEE agrees that the CITY's Manager, Auditor, Attorney or the DIRECTOR, or any of their duly authorized representatives, shall have access to and the right to examine all facilities and activities of GRANTEE related to GRANTEE's performance of this AGREEMENT, including the right to audit, conduct further financial review, examine and make excerpts or transcripts of all contracts, subcontracts, invoices, payroll records, personnel records, and all other data or financial records relating to matters covered by this AGREEMENT at any time during the term of this AGREEMENT. GRANTEE shall cooperate with CITY in such audit, examination, further review and shall provide CITY with access to GRANTEE's staff and to all relevant records, documents, and data, including but not limited to, management letters, board minutes, and payroll.

EXHIBIT B, "PERFORMANCE MEASURES & UNITS OF SERVICE" may set forth additional standards regarding the CITY's right to audit, and GRANTEE's obligation to deliver to the CITY reports which may include audited financial reports.

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SECTION 9: CITY ACKNOWLEDGMENT

GRANTEE shall acknowledge the support of CITY, where appropriate, in written documents and informational materials regarding the Grant Services, the Grant Award or this AGREEMENT.

SECTION 10: INSURANCE

GRANTEE agrees to have the policies set forth in the attached **EXHIBIT G**, titled “INSURANCE” not later than the date of execution of this AGREEMENT and to maintain such policies throughout the term of this AGREEMENT. All policies, endorsements, certificates and/or binders shall be subject to approval by the Risk Manager of the City of San José (“CITY’s Risk Manager”) as to form and content. These requirements may not be amended or waived unless approved in writing by the CITY’s Risk Manager. GRANTEE agrees to provide CITY with a copy of said policies, certificates and/or endorsements upon execution of this AGREEMENT.

SECTION 11: INDEMNIFICATION AND HOLD HARMLESS

A. GRANTEE agrees to defend, indemnify and hold harmless the CITY from and against any and all claims, demands, causes of action, or liabilities incurred by CITY arising from, in whole or in part, directly or indirectly, GRANTEE’s acts or omissions under this AGREEMENT, except as may arise from the sole active negligence or willful misconduct of CITY. In any action or claim against CITY in which GRANTEE is defending CITY, CITY shall have the right to approve legal counsel providing CITY’s defense and such approval shall not be unreasonably withheld. GRANTEE further agrees to release CITY from any and all claims for any damages, including property damage, injury or death occurring or arising out of use of CITY’s property, except as may be caused by the CITY’s sole active negligence or willful misconduct.

B. The obligations of the Parties under this indemnification provision shall survive the expiration or termination of this AGREEMENT.

SECTION 12: NOTICES

A. Any communication or notice to either Party shall be in writing and shall be either personally delivered or mailed in the United States mail, postage prepaid, or by facsimile, or electronic mail, to the respective Parties addressed as referenced on the Summary Page of this AGREEMENT.

B. Either Party may change its address by sending written notice of the new address to the other Party pursuant to this Section 13.

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SECTION 13: AMENDMENTS

Unless otherwise authorized by this AGREEMENT, amendments to the terms and conditions of this AGREEMENT and any such adjustment to this AGREEMENT shall be effective only upon the mutual agreement in writing of the authorized representatives of the Parties.

SECTION 14: COMPLIANCE WITH LAWS/NONDISCRIMINATION

A. GRANTEE shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments and with applicable CITY policies.

B. GRANTEE shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, actual or perceived gender identity, sexual orientation, disability, ethnic or national origin pursuant to anti-discrimination laws, including Title VI of the Civil Rights Act of 1964 and the Fair Housing Act, Section 109 of the Housing and Community development Act of 1974, and Section 504 of the Rehabilitation Act of 1973, and in connection with or related to the performance of this AGREEMENT.

C. GRANTEE shall fully implement and comply with their City-approved Language Access Plan to ensure that Limited English Proficient participants have equal access to community programs and services.

D. GRANTEE shall include in all outreach and marketing materials, including public websites, an affirmative statement that they will provide services or benefits to all persons, race, sex, color, age, religion, actual or perceived gender identity, sexual orientation, disability, ethnic or national origin, or familial status. Should the organization not comply with this requirement, the CITY will withhold any and all federal funding until such time as the organization is in compliance.

E. GRANTEE will also obtain and maintain all licenses and permits appropriate to its proper and effective performance of this AGREEMENT prior to the date of commencement, including, but not limited to a City of San José business tax certificate or exemption, if applicable, with the CITY's Finance Department to operate in the CITY. GRANTEE is responsible for contacting the appropriate offices and filing the necessary documents to comply with these requirements.

SECTION 15: RELATIONSHIP OF PARTIES

A. It is understood and agreed by and between the Parties that GRANTEE in the performance of this AGREEMENT, shall not act nor is it at any time authorized to act, as the agent or representative of CITY in any matter. GRANTEE further agrees that it will not in any manner hold itself out as the agent or representative of CITY or act in such a

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fashion as would give the impression to a reasonable person that GRANTEE is acting in such a capacity.

B. The Parties agree that GRANTEE and GRANTEE's employees shall be at all times independent contractors and not agents or employees of the CITY, and that GRANTEE and GRANTEE's employees shall not be entitled to any salary, fringe benefits, pension, Workers' Compensation, sick leave, insurance or any other benefit or right connected with employment by the City of San José, or any compensation other than as prescribed herein, and GRANTEE and GRANTEE's employees expressly waive any claim it/they may have to any such rights.

C. Under no circumstances shall this AGREEMENT be construed as one of partnership, joint venture, or employment between GRANTEE and CITY. Each Party acknowledges and agrees that it neither has, nor will give the appearance or impression of having, any legal authority to bind or commit the other Party in any way.

SECTION 16: WAIVER

A. In no event shall any payment by CITY or any acceptance of payment by GRANTEE hereunder constitute or be construed to be a waiver by CITY or GRANTEE of any breach of covenants or conditions of this AGREEMENT or any default which may then exist on the part of CITY or GRANTEE, and the making of any such payment or the acceptance of any such payment while any such breach or default exists, shall in no way impair or prejudice any right or remedy available to CITY or GRANTEE with respect to such breach or default.

B. The waiver by any Party of a breach of any provision of this AGREEMENT shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this AGREEMENT.

SECTION 17: CORPORATE AUTHORITY/AUTHORIZED REPRESENTATIVES

GRANTEE represents and warrants that it has the authority to enter into this AGREEMENT. GRANTEE further represents and warrants that its signatory to this AGREEMENT is authorized to execute this AGREEMENT on GRANTEE's behalf.

SECTION 18: INTEGRATED DOCUMENT

This AGREEMENT, including the Summary Pages and any Exhibits, are incorporated herein and embody the entire AGREEMENT between CITY and GRANTEE. No oral agreements or conversations with any officer, agent or employee of CITY shall affect or modify any of the terms or obligations contained in any documents comprising this AGREEMENT. Any such oral agreement shall be considered as unofficial information and

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in no way binding upon CITY.

SECTION 19: SEVERABILITY OF PROVISIONS

If any part of this AGREEMENT is for any reason found to be unenforceable by a court of competent jurisdiction, all other parts nevertheless remain enforceable. CITY and GRANTEE agree that to the extent that the exclusion of any unenforceable provisions from this AGREEMENT affects the purpose of this AGREEMENT, then the Parties shall negotiate an adjustment to this AGREEMENT in order to give full effect to the purpose of this AGREEMENT or either Party may terminate this AGREEMENT. In the event of termination, the provisions of Section 6 as related to repayment of the Grant Award shall apply.

SECTION 20: VENUE

The Parties agree that this AGREEMENT shall be governed and construed in accordance with the laws of the State of California. In the event that suit shall be brought by either Party to this AGREEMENT, the Parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San José, California.

SECTION 21: CONFLICT OF INTEREST

GRANTEE shall comply with the applicable provisions of the Political Reform Act of 1974, as amended, relating to conflicts of interest (codified in California Government Code Section 87000, *et seq.*), with the conflict of interest provisions of Government Code Section 1090 *et seq.* and with the CITY's Code of Ethics, set forth in City Council Policy 0-15. GRANTEE shall promptly advise CITY of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.

SECTION 22: RELIGIOUS/POLITICAL ACTIVITIES

A. GRANTEE shall not expend any portion of the Grant Award to inhibit or promote religion and the Grant Services funded by the Grant Award must not be used to convey a religious message. Any portion of the Grant Award used in contradiction to the provisions of this Section shall be deemed a disallowed cost.

B. GRANTEE shall not expend any portion of the Grant Award for political advocacy efforts, whether for or against a political candidate, ballot measure or bill.

SECTION 23: ASSIGNABILITY

The Parties agree that the expertise and experience of GRANTEE are material

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considerations for this AGREEMENT. Unless specifically authorized by this AGREEMENT, GRANTEE may not assign the performance of any obligation or interest under this AGREEMENT, including subcontracting, without the prior written consent of CITY. Any attempt by GRANTEE to assign this AGREEMENT, in violation of this Section, will be voidable at CITY's sole option.

SECTION 24: SUBCONTRACTS

- A. No subcontract will alter in any way any legal responsibility of GRANTEE to provide services under this AGREEMENT.
- B. GRANTEE will monitor the subcontractor to ensure compliance with the terms and conditions of this AGREEMENT and provide records of their compliance as requested.
- C. GRANTEE assures that the subcontractor(s) maintain(s) current licensure and indemnity insurance appropriate for obligations undertaken by subcontractor(s) and provides copies of such to CITY.
- D. GRANTEE will provide CITY with records of reimbursement to subcontractor(s) for obligations incurred under subcontract.
- E. CITY has the right to refuse reimbursement for obligations incurred under any subcontract that does not comply with the terms of this AGREEMENT.

SECTION 25: EMPLOYEES/VOLUNTEERS

- A. Any and all personnel employed or volunteers retained by GRANTEE in conducting the operations of GRANTEE's program shall be qualified to perform the duties assigned to them by GRANTEE.
- B. GRANTEE shall not hire employees or volunteers who will have supervisory or disciplinary authority over minors who have been convicted of any offense identified in California Public Resources Code Section 5164. GRANTEE shall fully indemnify, defend, and hold harmless CITY for any such hiring. GRANTEE shall notify CITY in writing of any violation of this provision as soon as is reasonably practicable.
- C. GRANTEE shall also not employ any person who is 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.
- D. Regardless of whether services have been provided prior to full execution of this AGREEMENT, GRANTEE certifies to the CITY that all services were provided in full compliance with the terms and provisions of this AGREEMENT.

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E. To give effect to California Public Resources Code Sections 5163 and 5164, GRANTEE shall follow the procedures contained in **EXHIBIT F** attached hereto. In the event GRANTEE chooses a different national criminal database for complying with the FBI requirement for background checks, then such alternative database shall be subject to the CITY's prior written approval.

SECTION 26: CONTRACTOR'S FINANCIALS.

A. City Council requires that each non-profit organization receiving \$320,000 or more in funds from the CITY (in the aggregate) during any fiscal year which is either (i) grant funding other than construction funding and/or (ii) operating subsidy funding for operation of CITY facilities, must prepare and make available for public view on the internet, annual audited financial statements. The audited financial statements must be made available for view within 150 days from the end of the non-profit's fiscal year (which period may be extended by the DIRECTOR based upon a showing of hardship or other good cause) and must be submitted to the Department and posted at the GRANTEE's Agency website at an easy access location. All audits must be performed by a certified public accountant currently licensed to practice in the State of California, must conform to generally accepted auditing standards and otherwise be in a form acceptable to the CITY.

B. Non-profits shall be required to comply with this requirement at the time that the non-profit has entered into one or more grant agreements or subsidy agreements with the CITY, which provide for the payment of an aggregate amount that equals or exceeds \$320,000 in grant and/or subsidy funds in any one fiscal year. Non-profits covered by this requirement must exert due diligence in determining when they have reached the aggregate funding threshold of \$320,000. The provisions of the financial posting requirements shall be interpreted broadly to effectuate the purpose of making available to the public information on recipients of substantial CITY funds. These provisions shall apply not only to grant agreements or operating agreements but shall also apply, without limitation, if any amendments to such agreements brings the total annual funding to equal or exceed \$320,000, and also to any other agreements with the CITY that are equivalent in purpose to a grant agreement or an operating subsidy agreement, regardless of the title of the agreement.

C. This posting requirement shall remain in effect until an entire fiscal year passes in which the non-profit does not have contracts with the CITY which provide for grants and/or subsidies from the CITY in an aggregate amount equaling or exceeding \$320,000. Without limitation of any other remedy, GRANTEE's failure to comply with this requirement may be taken into consideration when evaluating GRANTEE's request for future grant funds or subsidies.

**SECTION 27: ENVIRONMENTALLY PREFERABLE PROCUREMENT
POLICY**

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A. GRANTEE agrees that, in the performance of this AGREEMENT, GRANTEE shall perform its obligations under the AGREEMENT in conformance with City Council Policy 4-6, Environmentally Preferable Procurement Policy. A description for environmentally preferable procurement and the policy can be found on the CITY’s website at the following link: <http://www.sanjoseca.gov/?NID=1774>.

B. Environmental procurement policies and activities related to the completion of work will include wherever practicable, but are not limited to:

1. Use of recycled and/or recyclable products in daily operations.(i.e. 30, 50, 100% PCW paper, chlorine process free; triclosan free hand cleaner, etc.)
2. Use of Energy Star Compliant equipment.
3. Vehicles and vehicle operations (i.e. Alternative Fuel, Hybrid, etc.)
4. Internal waste reduction and reuse protocol(s).
5. Water and resource conservation activities within facilities, including bans on individual serving bottled water and the use of compostable food service products, etc.

SECTION 28: GIFTS

A. GRANTEE is familiar with CITY’s prohibition against the acceptance of any gift by a CITY officer or designated employee, which prohibition is found in Chapter 12.08 of the San José Municipal Code.

B. GRANTEE agrees not to offer any CITY officer or designated employee any gift prohibited by said Chapter.

C. The offer or giving of any gift prohibited by Chapter 12.08 shall constitute a material breach of this AGREEMENT by GRANTEE. In addition to any other remedies CITY may have in law or equity, CITY may terminate this AGREEMENT for such breach as provided in Section 4 of this AGREEMENT.

SECTION 29: DISQUALIFICATION OF FORMER EMPLOYEES

GRANTEE is familiar with the provisions relating to the disqualification of former officers and employees of CITY in matters which are connected with former duties or official responsibilities as set forth in Chapter 12.10 of the San José Municipal Code (“Revolving Door Ordinance”). GRANTEE shall not utilize either directly or indirectly any officer, employee or agent of GRANTEE to perform services under this AGREEMENT, if in the performance of such services, the officer, employee, or agent would be in violation of the Revolving Door Ordinance.

SECTION 30: MISCELLANEOUS

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A. The headings of the sections and subsections of this AGREEMENT are inserted for convenience only.

B. Where this AGREEMENT refers to CITY and no officer of the CITY is named, CITY's Manager shall have the authority to act on CITY's behalf.

C. This AGREEMENT may be executed in any number of separate counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

D. Census 2020. In the spirit of cooperation, CITY requests that GRANTEE undertake good faith efforts to assist CITY with the 2020 Census. Such efforts may include, but are not limited to, distributing marketing materials developed by the United States Census, CITY or County of Santa Clara to members of the community that GRANTEE provides services to, especially in hard to count census tracts as identified by the U.S. Census or the CITY, as well as providing awareness of and encouraging participation in the Census through GRANTEE's normal service delivery with special events, workshops, and other community activities, and through communication channels such as e-mail blasts, website, newsletters and social media.

EXHIBIT A

SCOPE OF SERVICES

1.01 Project

GRANTEE shall implement the Motel Vouchers for Vulnerable Populations Program (MVP), to provide short-term motel stays for homeless families and other vulnerable populations waiting to enter shelters or other temporary or permanent housing, as part of the CITY's Crisis Response Program, under the general direction of the CITY's Housing Department Director or his/her authorized representatives. GRANTEE shall operate the Program seven (7) days a week, and the delivery of all services shall be guided by the principles of cultural competence. GRANTEE shall develop program policies and procedures designed for the MVP program. GRANTEE shall be responsible for developing an operational plan that includes case management and supportive services through the activities listed in the AGREEMENT in an effort to support and connect participants to the services needed to move into stable housing, with specific hours of operation and staffing as agreed to between CITY and GRANTEE from time to time.

(a) Project Design:

- i. Prioritization of Program participants: GRANTEE shall receive referrals through any prioritization process established by the City, which may include participating in the Coordinated Assessment System (CAS) established by Santa Clara County. This process will include working with the CAS access points and ensuring that standardized assessments are utilized. This includes the provision of the VI-SPDAT as necessary. GRANTEE will also have an in-depth understanding of which Community Queues participants are deemed eligible for, such as Permanent Supportive Housing, Rapid Rehousing, EAN, or shelters.
- ii. Staffing: This pilot Project will be staffed to provide intensive case management services consistent with best practices and the GRANTEE's mission to rapidly return individuals and families to stable housing. Staff will include a Case Manager, a Housing Specialists and a Motel Coordinator. The Case Manager will meet with participants on a regular basis at motels (or other suitable locations) to provide comprehensive case management services. Staff will be skilled in the provision of services to families with young children, and will provide linkages and connections to other available services and agencies, including school districts to ensure children's lives are kept as normal as possible while residing in a motel. Staff will also work closely with the CITY's Crisis Response Team and the County of Santa Clara to ensure that eligible households are prioritized

for services based on need and vulnerability.

- iii. Identification of participating motels: GRANTEE will identify potential motels for participation in the program across the CITY, strategically located so as to best serve the target population. This information is based on the 2019 Point in Time count, as well as existing partnerships.
- iv. Management of motels: GRANTEE will recruit and retain participating motels to establish a consistent group of active partner motels to participate in the Program, so as to ensure that the Program will operate consistently and without interruption. GRANTEE will also negotiate motel room rates for cost-effective provision of services. GRANTEE will develop a motel management plan based on its experience with its motel voucher programs, which includes establishing entry requirements and accounts receivable and accounts payable procedures.
- v. Collaborative partners: GRANTEE will collaborate with partners in the CITY and the surrounding community. Collaborative partners may include street-based outreach programs, school districts, law enforcement, Parks, Recreation and Neighborhood Services, Libraries, Emergency Assistance Networks, Code Enforcement, homeless shelters and service providers, primary and mental health care providers, domestic violence programs and other programs that meet the needs of vulnerable populations.
- vi. Outreach: GRANTEE will work closely with the CITY to develop an Outreach Plan to ensure the community is informed about the MVP. GRANTEE will meet with homeless service providers, community based organizations, CAS access points, and other entities to communicate the scope of the MVP services. GRANTEE's Outreach Plan will be a continuous and ongoing process to ensure reaching the target populations. GRANTEE will prepare outreach materials and will work with the CITY to identify potential program participants. GRANTEE may also work with the CITY and other local partner organizations to conduct outreach and establish a base of resources and other supportive services for program participants.
- vii. Marketing: GRANTEE will work with the CITY to market the Program to stakeholders including neighborhoods, City Council members, law enforcement, motel associations, and other service providers.
- viii. Policies and Procedures: GRANTEE will develop policies and procedures tailored for the CITY's Crisis Response Plan, which will address Program

elements including eligibility requirements, referral process, required documentation, client assessments, participant safety, and length of stay.

(b) Description of MVP Activities

- i. Develop policies and procedures that guide the administration of the MVP, including standard length of time that a household can remain in a motel, and procedures for providing extensions.
- ii. Recruit and retain hotels and motels to participate in the program.
- iii. Identify and prioritize households with the greatest needs and coordinate the participant selection and referral process, consistent with City and County referral processes.
- iv. Administer the VI-SPDAT assessment, as needed.
- v. Provide case management services that align with industry best practices, including services that help clients identify housing strategies, create a housing plan, and get connected to other supportive services to address additional needs such as registration for all available benefits, referrals for any physical or mental health needs, income support, among others.
- vi. Housing Locator Services. A Housing Specialist will assist participants in development of a housing plan, identification of potential housing, and shepherding participants through the process of searching and securing housing. The GRANTEE Housing Specialist will also support participants in creating a renter’s portfolio, completing housing applications, and getting on affordable housing waitlists. Housing Specialists will be on site at motels (or other suitable locations) to work with Program participants.
- vii. Linkages to community resources based on the specific Household need including, but not limited to, primary and mental health care, childcare assistance, domestic violence assistance, and food and meal assistance.

1.02 **Project Area**

“Project Area” is the incorporated area of the City of San José.

1.03 **Location of Project**

The Grant Services specified in this **EXHIBIT A** will be offered at various motel locations in the CITY, with specific locations and motels identified by GRANTEE to the CITY from time to time.

1.04 **Eligibility**

For purposes of this AGREEMENT, an eligible “household” is defined as at least one adult guardian with a minor child aged 17 or below, and a participant is defined as an adult member of a household. In addition, an eligible household may consist of one adult guardian with a dependent adult child who is fully disabled. Eligible participants under this

AGREEMENT shall be lower income households of all backgrounds, 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, residing in the Project Area. GRANTEE shall document each household’s eligibility on intake sheets, which shall include information about participant’s family size, total household income, gender of head of household, race and ethnic data, disability data (as applicable), and participant signature and certification that the intake information is accurate.

1.05 **Description of Services to Participants**

SERVICES PROVIDED TO ALL ELIGIBLE PARTICIPANTS

ACTIVITY 1
OUTREACH AND ELIGIBILITY SCREENING
GRANTEE shall engage with homeless families and other vulnerable populations waiting to enter shelters or other temporary or permanent housing, while working closely with partners to identify potential participants, and may accept referrals. GRANTEE shall be responsible for making initial contact with participants, screening potential participants for eligibility, and enrolling participants who are deemed eligible. GRANTEE shall develop the tools necessary to screen eligible participants for the program.
Unit of Service: One household screened for eligibility

ACTIVITY 2
INTAKE AND ASSESSMENT
GRANTEE shall conduct a comprehensive intake and assessment for each enrolled household, which includes assessment of employment, income, behavioral health status and children’s school enrollment status. GRANTEE will enter enrolled participant data into the Homeless Management Information System (“HMIS”) and Coordinated Assessment System (“CAS”). GRANTEE will administer the Vulnerability Index - Service Prioritization Decision Assistance Tool (“VI-SPDAT”) system, as needed, to enrolled participants in order to determine the Household vulnerability index, while also ensuring participants are in the County of Santa Clara’s Community Queue. The assessment will identify factors that led to homelessness, the potential barriers that exist to re-gaining stable housing, and the interventions needed to overcome those barriers. This will help staff identify what resources the participant may be eligible for including, but not limited to, emergency rental assistance, rapid rehousing program vouchers, SSI/SSDI, services for Veterans, and other available resources through collaborative partners.
Unit of Service: One complete household intake and assessment

ACTIVITY 3
CASE MANAGEMENT
<p>GRANTEE shall work with each enrolled household to develop a reasonably individualized case plan or housing goals plan. GRANTEE will provide two case management sessions during the first week, and weekly case management thereafter, to adults in enrolled households (“participant” or “participants”) to support participant progress towards long-term housing stability. Case management services will include the development of a personalized plan centered around self-identified goals and ultimate self-sufficiency. Case plans will assist participants in meeting identified goals and shall define the roles and responsibilities of all parties involved in the development of the plan. GRANTEE shall follow up with each household regularly in the 90 days after housing placement to ensure that household is stable and no other services are needed. Should services be needed, GRANTEE shall provide the service and/or make the appropriate referrals in an effort to keep household from experiencing homelessness. GRANTEE shall track each participant through HMIS and LifeMoves Voyager database system, and will maintain hard copies of all documents requiring a participant’s physical signature. GRANTEE shall ensure that each file contains at least the following or that the household demonstrates due diligence to obtain all necessary documentation:</p> <ol style="list-style-type: none"> 1. Eligibility paperwork: Initial assessment and approval of participation. 2. Individual Service Plan/Housing Stabilization Plan 3. Personalized and dated case notes showing progression of goals 4. Other documents as deemed necessary <p>Case Managers may provide linkages to community resources based on the specific participant need including, but not limited to, primary and mental health care, childcare assistance, domestic violence assistance, and food and meal assistance.</p> <p>Unit of Service: Two sessions during the first week and one weekly session thereafter, per enrolled household of no less than 30 minutes, documented, and tracked.</p>

ACTIVITY 4
HOUSING LOCATOR AND REFERRALS
<p>GRANTEE will provide dedicated staff to assist participants with development of housing plans, identify potential housing, and shepherd participants through the process of searching for and securing housing. GRANTEE Housing Specialists will also work with participants to create their renter’s portfolio, complete housing applications, and get on waiting lists. Housing Specialists will be on site at motels (or other suitable locations) to work with participants.</p> <p>Unit of Service: One meeting per week with Housing Specialist per Household.</p>

1.06 **Reporting Requirements**

Quarterly Reports. At the end of each quarter, GRANTEE shall report to the Housing Department, via the CITY's WebGrants system, the number of UNDUPLICATED HOUSEHOLDS, (as defined in Section 1.01 of EXHIBIT B to this AGREEMENT), and results of outcome measures.

Outcome Measure Reports. At the end of each quarter, GRANTEE shall submit 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.

Methodology 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 Housing Department, via the CITY's WebGrants system, no later than fifteen (15) calendar days after the end of the each quarter.

Tracking. GRANTEE agrees to track and report the following:

- (a) Households who fall out of the Program;
- (b) Number of households that move into a temporary destination (emergency shelter or transitional housing);
- (c) Number of households that that move into a permanent housing destination;
- (d) Households that experience homelessness again within 90 days after Program exit to stable housing; and
- (e) The average length of stay in the Program.

1.07 **Cost Reimbursement**

GRANTEE will be reimbursed on a monthly basis, for approved invoices, submitted pursuant to this AGREEMENT. Requests for reimbursement will be made on a form and in manner prescribed by the CITY, under provisions as set forth in **EXHIBIT D**, titled "SCHEDULE OF PAYMENTS".

1.08 **Personnel.**

GRANTEE will provide a personnel cost allocation plan for the Project, including all

positions to be allocated to the Project and the names of key personnel (e.g. Executive Director, Case Manager, etc.). CITY must approve the cost allocation plan prior to approving reimbursement for personnel costs. Changes to the cost allocation plan during the term of this AGREEMENT must be submitted to and approved by CITY prior to reimbursement of costs.

1.09 **Staffing Plan**: This pilot Project will be staffed to provide intensive case management services consistent with best practices and the GRANTEE's mission to rapidly return individuals and families to stable housing. Staff will include a Case Manager, a Housing Specialist and a Motel Coordinator. The Case Manager will meet with participants on a regular basis at motels (or other suitable locations) to provide comprehensive case management services. Staff will be skilled in the provision of services to families with young children, and will provide linkages and connections to other available services and agencies, including school districts to ensure children's lives are kept as normal as possible while residing in a motel. Staff will also work closely with the CITY's Crisis Response Team and the County of Santa Clara to ensure that eligible households are prioritized for services based on need and vulnerability.

GRANTEE and CITY agree that the Program will remain flexible in terms of hours of operation, operational days, operational guidelines, all in an effort to meet the needs of the program, the participants, and the community throughout the Term and within the existing budget.

1.10 **Additional Provisions**

For the purposes of this AGREEMENT, an individualized case plan or housing goals plan is a plan that assists a household to quickly regain the sense of safety that accompanies having concrete steps to obtain a home. The plan should have the following characteristics:

- The ultimate goal is to obtain and/or retain permanent housing.
- Intermediate goals are designed to achieve milestones that are necessary to obtain or retain permanent housing.
- Program participants have input and final decision for all goals, actions steps and timelines.
- Action steps to achieve goals are clear, simple-to-understand, measurable, and can be accomplished within a relatively short period of time.
- Case manager and/or participant responsibility is designated for each action step.
- A target date is set for completion (or review) of the steps and the overall plan.

EXHIBIT B

PERFORMANCE MEASURES & UNITS OF SERVICE
FY 2019-20 and FY 2020-21

1.01 Unduplicated Participants

For purposes of this Agreement, UNDUPLICATED PARTICIPANTS shall be defined as participants who have enrolled in the Program and received services at least once during a fiscal 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. Proposed total number of unduplicated participants to be served by this project.

Participants - 2019-20	Q1	Q2	Q3	Q4	Total
Households	7	9	11	13	40
Individuals	18	22	27	33	100
Participants - 2020-21	Q1	Q2	Q3	Q4	Total
Households	10	10	N/A	N/A	20
Individuals	23	22	N/A	N/A	45

1.02 Services

Activity 1: Maintain minimum number of motel rooms available for Program use in order to maintain negotiated rates and availability.

Unit of measurement: One motel room

2019-20	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
Maintain number of motel rooms	8	15	15	15	53
2020-21	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
Maintain number of motel rooms	15	15	N/A	N/A	30

Activity 2: Intake

Unit of measurement: One household intake and assessed within one business day of referral to GRANTEE from CITY or CAS.

2019-20	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
Intake clients	75%	80%	85%	90%	N/A

within one business day of referral					
2019-20	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
Intake clients within one business day of referral	90%	90%	N/A	N/A	N/A

Activity 3: Assessment: Administer VI-SPDAT (if necessary) within three business days of program admission (excludes participants who depart the program within five days)

Unit of measurement: One VI-SPDAT assessment administered

2019-20	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
Administration of VI-SPDAT (if necessary)	75%	80%	85%	85%	N/A
2020-21	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
Administration of VI-SPDAT (if necessary)	85%	85%	N/A	N/A	N/A

Activity 4: Case Management: Provide two case management sessions during first week, and one session weekly thereafter.

Unit of measurement: Minimum of 30 minutes of case management each week. One weekly session per household, documented and tracked.

2019-20	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
Case management services	75%	80%	85%	85%	N/A
2020-21	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
Case management services	85%	85%	N/A	N/A	N/A

1.03 Outcome Measure Statement and Measurement Methodology

Outcome Measure # 1	Within 120 days of intake, 75% of households will move into shelter or stable housing.			
Measurement Methodology	Percent of stable housing exits			
2019-20	Quarter 1	Quarter 2	Quarter 3	Quarter 4

Outcome Goal	75%	75%	75%	75%
2020-21	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Outcome Goal	75%	75%	n/a	n/a

Outcome Measure # 2	Maintain adequate number of motels for MVP use in order to maintain negotiated rates and availability			
Measurement Methodology	Number of maintained motel rooms			
2019-20	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Outcome Goal	8	15	15	15
2020-21	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Outcome Goal	15	15	n/a	n/a

EXHIBIT C

BUDGET SUMMARY (FY19-20 and FY20-21)

Budget for 18 months at \$125/night	
Program Director @ \$75K/yr	\$112,500
Supervising Sr Director (10%)	\$14,025
Housing Specialist (0.75 FTE) @ \$60K/yr	\$67,500
Motel Specialist (0.5 FTE)\$60K/yr	\$45,000
Case Managers (2) @ \$60K/yr	\$180,000
Total Staffing	\$419,025
Benefits (37%)	\$155,039
Total Staff & Benefits	\$574,064
Motel Cost + Flex Funds	\$1,077,500
Total Cost Before Ops & Admin	\$1,651,564
Operations cost (20%)	\$114,813
Admin cost	\$183,623
Total Cost	\$1,950,000

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 twenty (20) days of:

- (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
- (c) 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 items which is not eligible for payment under this Agreement.

C. “Expenses eligible for reimbursement” shall mean those expenses which are necessary to meet, in part, the housing needs of the very low-, low-, and moderate income households in the City of San José within the County of Santa Clara.

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**EXHIBIT E
GENERAL GRANT CONDITIONS**

Homeless Emergency Aid Program (HEAP) Grant Conditions

CITY has received State of California Homeless Emergency Aid Program grant funding (“HEAP”) as a source of revenue designed to provide direct assistance to cities to address the homelessness crisis in their cities. HEAP is authorized by SB 850, which was signed into law by former Governor Edmund G. Brown, Jr. on June 27, 2018.

The CITY has executed a Standard Agreement with the State of California’s Business, Consumer Services and Housing Agency (herein “Agency”).

In this Exhibit, the CITY is referred to as the Contractor, the GRANTEE is the subcontractor or subrecipient and the AGENCY refers to the State of California’s Business, Consumer Services and Housing Agency. For the purpose of this AGREEMENT, the GRANTEE, as a subcontractor and subrecipient, shall be subject to the Homeless Emergency Aid Program (“HEAP”) requirements in the CITY’s Standard Agreement for HEAP (“Standard Agreement”). The GRANTEE agrees to comply with these requirements and to facilitate the compliance of the CITY, as Contractor. Copies of the Standard Agreement are available from the CITY Contact Person.

1.01 Effective Date, Commencement of Work and Completion Dates

- (a) The Standard Agreement is effective upon approval by Agency, which is indicated by the signature provided by Agency in the lower left-hand corner of page one, Standard Agreement, STD. 213, when signed by all parties. Contractor agrees that the work shall not commence, nor any costs to be paid with Homeless Emergency Aid Program (“HEAP”) funds be incurred or obligated by any party, prior to execution of the Standard Agreement by Agency and the Contractor, or prior to Contractor’s receipt of HEAP funds, whichever date is later. Contractor agrees that the work shall be completed by the expenditure date specified in Standard Agreement Exhibit A, Paragraph 6.
- (b) Contractor must contractually obligate no less than 50 percent of HEAP funds by January 1, 2020. One hundred percent of HEAP funds shall be expended by June 30, 2021. Any funds not expended by June 30, 2021 shall be returned to Agency and revert to the General Fund. “Obligate” means that the Contractor has placed orders, awarded contracts, received services, or entered similar transactions that require payment from the grant amount. In the case of an award made to a general purpose local government that subcontracts with private nonprofit organizations via

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letters of awards and Service Provider Agreements, the **Subcontractors** are required to obligate the funds by the same statutory deadlines. “Expended” means all HEAP funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.

- (c) Contractor and its **Subcontractors** agree that the work shall be completed by the expiration date specified in Standard Agreement Exhibit A, Paragraph 6 and that the Scope of Work will be provided for the full term of the Standard Agreement.

1.02 Sufficiency of Funds and Termination

- (a) Agency may terminate the Standard Agreement at any time for cause by giving a minimum of 14 days’ notice of termination, in writing, to the Contractor. Cause shall consist of: violations of any terms or conditions of the Standard Agreement, or any breach of contract as described in Paragraph 7; violation of any Federal or State Laws or Regulations; or withdrawal of Agency’s expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Agency, any unexpended funds received by the Contractor shall be returned to Agency within thirty days of the Notice of Termination.
- (b) The Standard Agreement is valid and enforceable only if sufficient funds are made available to Agency by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of the Standard Agreement in any manner.

1.03 Transfers

Contractor may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of the Standard Agreement or any part thereof, except with the prior written approval of Agency and a formal amendment to the Standard Agreement to affect such subcontract or novation.

1.04 Contractor’s Application for Funds

Contractor has submitted to Agency an application for HEAP funds to provide urgently needed emergency assistance to homeless people in communities with a declared shelter crisis or applicable waiver as authorized by Health and Safety Code Section 50212(b).

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Agency is entering into the Standard Agreement on the basis of, and in substantial reliance upon, Contractor's facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by Agency. The Application and any approved modifications and additions thereto are hereby incorporated into the Standard Agreement.

Contractor warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of Contractor's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect Agency approval, disbursement, or monitoring of the funding and the grants or activities governed by the Standard Agreement, then Agency may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

1.05 Reporting/Audits

- (a) The Contractor shall submit an annual report to Agency on forms provided by Agency, by January 1, 2020 and January 1, 2021. If the Contractor fails to provide such documentation, Agency may disencumber any portion of the amount authorized by the Standard Agreement with a 14-day written notification. The Contractor shall also submit a final report by September 30, 2021.

- (b) The annual report shall contain a detailed report containing the following:
 - 1. Amounts awarded to subrecipients with activity(ies) identified.
 - 2. Contract expenditures.

 - 3. Unduplicated number of homeless persons or persons at imminent risk of homelessness served.
 - 4. Number of instances of service (defined in September 5, 2018 HEAP NOFA).
 - 5. Increases in capacity for new and existing programs.
 - 6. The number of unsheltered homeless persons becoming sheltered.
 - 7. The number of homeless persons entering permanent housing.

Breakdowns will be expected for each activity (i.e. services, capital improvements, rental assistance, etc.) and program type (i.e. emergency shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above, when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities defined by the U.S. Department of Housing and Urban Development (HUD):

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1. Chronically homeless
2. Homeless veterans
3. Unaccompanied homeless youth
4. Homeless persons in families with children

Counts by subpopulation will not be required in cases where that information is unavailable, but it is expected in cases where client information is entered in a Homeless Management Information System (HMIS). Additional breakdowns for other subgroups (e.g. race, ethnicity, disability status, etc.) are optional, if the Contractor chooses to include them.

The Contractor will also be asked to comment on the following:

1. Progress made toward local homelessness goals.
 2. The alignment between HEAP funding priorities and “Housing First” principles adopted by the Homeless Coordinating and Financing Council.
 3. Any other effects from HEAP funding that the CoC or large city would like to share (optional).
- (c) Agency reserves the right to perform or cause to be performed a financial audit. At Agency request, the Contractor shall provide, at its own expense, a financial audit prepared by a certified public accountant. HEAP administrative funds may be used to fund this expense.
1. If a financial audit is required by Agency, the audit shall be performed by an independent certified public accountant.
 2. The Contractor shall notify Agency of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Agency to the independent auditor's working papers.
 3. The Contractor is responsible for the completion of audits and all costs of preparing audits.
 4. If there are audit findings, the Contractor must submit a detailed response acceptable to Agency for each audit finding within 90 days from the date of the audit finding report.

1.06 Retention and inspection of Records

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- (a) The Contractor agrees that Agency or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. The Contractor agrees to provide Agency or its designee, with any relevant information requested. The Contractor agrees to permit Agency or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other materials that may be relevant to a matter under investigation for the purpose of determining compliance with the Chapter 5 of Part 1 of Division 31 of the Health and Safety Code and all other applicable requirements established under SB 850, HEAP program guidance document published on the website, and the Standard Agreement.

- (b) The Contractor further agrees to retain all records described in Paragraph A for a minimum period of five (5) years after the termination of the Standard Agreement.
 - 1. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

1.07 Breach and Remedies

- (a) The following shall each constitute a breach of the Standard Agreement:
 - 1. Contractor's failure to comply with the terms or conditions of this Standard Agreement.
 - 2. Use of, or permitting the use of, HEAP funds provided under the Standard Agreement for any ineligible activities.
 - 3. Any failure to comply with the deadlines set forth in the Standard Agreement.

- (b) In addition to any other remedies that may be available to Agency in law or equity for breach of the Standard Agreement, Agency may:
 - 1. Bar the Contractor from applying for future HEAP funds;
 - 2. Revoke any other existing HEAP award(s) to the Contractor;

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3. Require the return of any unexpended HEAP funds disbursed under the Standard Agreement;
 4. Require repayment of HEAP funds disbursed and expended under the Standard Agreement;
 5. Require the immediate return to Agency of all funds derived from the use of HEAP funds including, but not limited to recaptured funds and returned funds;
 6. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HEAP requirements; and
 7. Seek such other remedies as may be available under the Standard Agreement or any law.
- (c) All remedies available to Agency are cumulative and not exclusive.
- (d) Agency may give written notice to the Contractor to cure the breach or violation within a period of not less than 15 days.

1.08 Waivers

No waiver of any breach of the Standard Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Agency to enforce at any time the provisions of the Standard Agreement, or to require at any time, performance by the Contractor of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of the Standard Agreement or the right of Agency to enforce these provisions.

1.09 Nondiscrimination

During the performance of the Standard Agreement, Contractor **and its subcontractors** shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Contractors and **subcontractors** shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor or **subcontractors** shall comply with the provisions of the Fair Employment and Housing

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Act Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.).

The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into the Standard Agreement by reference and made a part hereof as if set forth in full. Contractor **and its subcontractors** shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

1.10 Conflict of Interest

All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code, sections 10410 and 10411, for State conflict of interest requirements.

- (a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- (b) **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- (c) **Employees of the Contractor:** Employees of the Contractor shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions

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of the California Political Reform Act, Government Code section 87100 et seq.

1.11 Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Contractor, and **its subcontractors**, hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- (a) Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355(a)(1).
- (b) Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 - 1. The dangers of drug abuse in the workplace;
 - 2. Contractor's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation, and employee assistance programs; and,
 - 4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- (c) Provide, as required by Government Code section 8355(a)(3), that every employee and/or subcontractor who works under the Standard Agreement:
 - 1. Will receive a copy of Contractor's drug-free policy statement, and
 - 2. Will agree to abide by terms of Contractor's condition of employment or subcontract.

1.12 Child Support Compliance Act

For any Contract Agreement in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:

- (a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings

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assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

- (b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

1.13 Special Conditions - Contractors/Subcontractor

The Contractor agrees to comply with all conditions of the Standard Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of Agency prior to disbursement of funds. **The Contractor shall ensure that all Subcontractors are made aware of and agree to comply with all the conditions of the Standard Agreement and the applicable State requirements governing the use of HEAP funds.** Failure to comply with these conditions may result in termination of this Agreement.

- (a) The Agreement between the Contractor and any Subcontractor shall require the Contractor **and its Subcontractors**, if any, to:
 1. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
 2. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
 3. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Contractor or **any Subcontractor** in performing the Work or any part of it.
 4. Agree to include all the terms of the Standard Agreement in each subcontract.

1.14 Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The Contractor agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HEAP program, the Contractor, its **Subcontractors**, and all eligible activities.

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Contractor shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under the Standard Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Contractor shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Contractor shall provide copies of permits and approvals to Agency upon request.

1.15 Inspections

- (a) Contractor shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and the Standard Agreement.
- (b) Agency reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and the Standard Agreement.
- (c) Contractor agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to **the subrecipient or Subcontractor** until it is corrected.

1.16 Litigation

- (a) If any provision of the Standard Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Agency, shall not affect any other provisions of the Standard Agreement and the remainder of the Standard Agreement shall remain in full force and effect. Therefore, the provisions of the Standard Agreement are and shall be deemed severable.
- (b) The Contractor shall notify Agency immediately of any claim or action undertaken by or against it, which affects or may affect the Standard Agreement or Agency, and shall take such action with respect to the claim or action as is consistent with the terms of the Standard Agreement and the interests of Agency.

1.17 Conditions from Exhibit D of the Standard Agreement

- 1. All proceeds from any interest-bearing account established by the Contractor for the deposit of HEAP funds, along with any interest-

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bearing accounts opened by Subrecipients to the Contractor for the deposit of HEAP funds, must be used for HEAP-eligible activities. Consistent with Health and Safety Code Section 50214 (b), no more than five (5) percent of these proceeds may be used for general administrative purposes. At least five (5) percent of these proceeds must be allocated to establishing or expanding services for homeless youth, as defined in HEAP Program documents.

2. Any housing-related activities funded with HEAP funds, including but not limited to, emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).

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EXHIBIT F
EMPLOYEE/VOLUNTEER CLEARANCE VERIFICATION

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.

3. That no person paid or unpaid by GRANTEE shall be permitted to provide

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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

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section.

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**

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 and Employers Liability limits of

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\$1,000,000 per accident; coverage shall be endorsed to state carrier 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 José, 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,

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its officers, employees, agents and contractors.

2. Workers' Compensation and Employers' Liability coverage shall contain a waiver of subrogation in favor of the City of San José, its officers, employees, agents, and contractors.

LifeMoves will notify CITY immediately upon its receipt of notice that any of the insurance coverages required by this AGREEMENT are at risk of being suspended, voided, canceled or reduced in limits.

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 postal address or any subsequent email or postal address as may be directed in writing by the Risk Manager:

City of San José – Finance
Risk Management
200 East Santa Clara St. 13th Floor Tower
San José, CA 95113-1905

G. Subcontractors

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