

**CITY OF SAN JOSE
HOUSING DEPARTMENT
CONTINUATION AND SIXTH AMENDMENT TO HOPWA GRANT
AGREEMENT**

SUMMARY PAGE

Grant Type:	HOPWA	Contract No.:	HOP-16-003F
			HOP-16-003E
			HOP-16-003D
			HOP-16-003C
			HOP-16-003B
			HOP-16-003A
		Original Contract No.	HOP-16-003

Grantee: The Health Trust

Project: Housing for Health Program

Description:

Continuation and Sixth Amendment to Grant Agreement between CITY and GRANTEE to increase grant award, amend the Scope of Services, Performance Measures, and Budget Summary through Fiscal Year 2021 – 2022, and extend the Agreement through June 30, 2022.

The project shall provide tenant-based rental assistance and supportive services to low-income participants living with HIV/AIDS in Santa Clara County.

On August 11, 2020 the CITY and GRANTEE entered into that certain Continuation and Fifth City of San José Housing Department HOPWA Grant Agreement for the Housing for Health Program retroactive from July 1, 2020 through June 30, 2021. The Parties desire to continue and extend the term for one additional fiscal year retroactive from July 1, 2021 through June 30, 2022.

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Funding Source(s):	Housing Opportunities for Persons with AIDS (HOPWA)
Sixth Amended Amount for Fiscal Year 2021-2022	\$1,456,803
Fifth Amended Amount for Fiscal Year 2020-2021	\$1,347,182
Fourth Amended Amount for Fiscal Year 2019-2020	\$209,618
Third Amended Amount for Fiscal Year 2019-2020	\$1,190,410
Second Amended Amount for Fiscal Year 2018-2019	\$1,047,988
First Amended Amount for Fiscal Year 2017-2018	\$1,073,261
Original Amount for Fiscal Year 2016- 2017:	\$800,000
Total Grant Award Not to Exceed:	\$7,125,262
Payment Terms:	See EXHIBIT D
Resolution/Authority:	79994
Sixth Amended Agreement Term:	Start Date: <u>07/01/2021</u> End Date: <u>06/30/2022</u>
Fifth Amended Agreement Term:	Start Date: <u>07/01/2020</u> End Date: <u>06/30/2021</u>
Third and Fourth Amended Agreement Term:	Start Date: <u>07/01/2019</u> End Date: <u>06/30/2020</u>
Second Amended Agreement Term:	Start Date: <u>07/01/2018</u> End Date: <u>06/30/2019</u>
First Amended Agreement Term:	Start Date: <u>07/01/2017</u> End Date: <u>06/30/2018</u>
Original Agreement Term:	Start Date: <u>07/01/2016</u> End Date: <u>06/30/2017</u>

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PARTIES TO AGREEMENT:

	GRANTEE	CITY OF SAN JOSE
Agency Name:	The Health Trust	Housing Department
Address for Legal Notice:	3180 Newberry Drive, Suite 200	200 E. Santa Clara St., 12 th Floor
City/State/Zip Code:	San Jose, CA 95118	San Jose, CA 95113-1907
Attention:	Michele Lew	Jacky Morales-Ferrand, Director
Email Address:	mlew@healthtrust.org	<u>Jacky. Morales-Ferrand@sanjoseca.gov</u>
Telephone No.:	408-513-8700	408-535-3855
Taxpayer ID	94-6050231	
DUNS No.:	011506016	
Type of Entity:	501 (c) 3 – public benefit corporation	
State of Incorporation or Residency:	California	

CONTACT INFORMATION

GRANTEE Contract Manager:	Rosa Elaine Garcia
Title:	Program Manager Housing Services
Telephone No:	408-961-9821
Email:	rosaelaineg@healthtrust.org

CITY Contact Person:	Stacy To
Title:	Grant Analyst II
Telephone No:	408-975-4420
Email:	stacy.to@sanjoseca.gov

REVISED EXHIBIT LIST: include only Exhibits revised by this amendment

YES N/A

- | | | | |
|-------------------------------------|-------------------------------------|---------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Fourth Revised Exhibit A: | Scope of Services |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Sixth Revised Exhibit B: | Performance Measures |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Sixth Revised Exhibit C: | Budget Summary |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Revised Exhibit D: | Schedule of Payments |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Revised Exhibit E: | General Grant Conditions |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Revised Exhibit F: | Employee/Volunteer Clearance Verification
and Compliance with the Child Abuse and
Neglect Reporting Act |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Revised Exhibit G: | Insurance |

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- | | | | |
|-------------------------------------|-------------------------------------|---------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Revised Exhibit H: | Federal Guidelines For Minority-Owned and Women-Owned Business Enterprises (MBE/WBE) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Fourth Revised Exhibit I: | Retroactive Services |

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 checked="" type="checkbox"/> | <input type="checkbox"/> | Federal |
| <input type="checkbox"/> | <input checked="" 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 |

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

WITNESS THE EXECUTION HEREOF upon execution by CITY.

THE HEALTH TRUST, a California nonprofit public health benefit corporation

GRANTEE Signature:  Date: 8/12/2021
Print Name: MICHELE LEW
Title: Chief Executive Officer

[Signatures Continue on Following Page.]

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CITY OF SAN JOSE, a California municipal corporation

JACKY MORALES-
FERRAND
Director of Housing
Department]

Jacky Morales-Ferrand Date: 9-14-21

APPROVED AS TO FORM:

RENÉ ALEJANDRO
ORTEGA
Senior Deputy City Attorney

 Date: 09/01/2021

CITY OF SAN JOSE HOUSING DEPARTMENT
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CONTINUATION AND SIXTH AMENDMENT TO CITY OF SAN JOSE
HOUSING DEPARTMENT HOPWA GRANT AGREEMENT
(Housing for Health Program)

This CONTINUATION AND SIXTH AMENDMENT TO HOPWA GRANT AGREEMENT FOR HOUSING FOR HEALTH PROGRAM (“SIXTH AMENDMENT”), is made and entered into upon the date of execution by CITY, by and between the **CITY OF SAN JOSE**, a municipal corporation of the State of California (“CITY”), and **THE HEALTH TRUST**, a California nonprofit public benefit corporation (“GRANTEE”). All capitalized terms used but not defined herein shall have the meaning provided in the AMENDED AGREEMENT (as hereinafter defined). For the purposes of this SIXTH AMENDMENT, CITY and GRANTEE are sometimes collectively referred to as “Parties” and individually as “Party”.

RECITALS

WHEREAS, CITY has received Housing Opportunities for Persons with AIDS (“HOPWA”) funds from the U.S. Department of Housing and Urban Development (“HUD”) as an entitlement-city pursuant to Section 101(g), Public Law 99-500, as amended. CITY desires to engage GRANTEE who has been allocated a portion of CITY’s said funds, to be utilized during the time period as set forth in this Agreement; and

WHEREAS, HUD has awarded \$1,440,393.00 in HOPWA Program (CDFA #14.241) funding to the CITY, subject to the execution of Grant Agreement CAH20-F004 between the CITY and HUD, which will occur at a later time than the execution of this agreement (CAH20-F004 Execution Date:). This award is not for research and development purposes and includes an administrative indirect cost capped at 3% of the total grant award per HUD guidelines; and

WHEREAS, on December 21, 2016, CITY and GRANTEE entered into that certain agreement titled City of San José Housing Department Grant Agreement for a grant of \$800,000 in HOPWA funds to support GRANTEE’s Housing for Health Program retroactive from July 1, 2016 through June 30, 2017 (“AGREEMENT”); and

WHEREAS, on April 23, 2018, CITY and GRANTEE entered into that certain Continuation and FIRST amendment to the AGREEMENT (“FIRST AMENDMENT”) to continue and extend the term of the AGREEMENT retroactive from July 1, 2017 through June 30, 2018, increase the grant award by \$1,073,261 in HOPWA funding for a total grant award not to exceed \$1,873,261, and amend the Scope of Services, Performance Measures, and Budget Summary for Fiscal Year 2017-2018; and

WHEREAS, on March 25, 2019, CITY and GRANTEE entered into that certain Continuation and SECOND amendment to the AGREEMENT (“SECOND AMENDMENT”) to continue and extend the term of the AGREEMENT retroactive from July 1, 2018 through June 30, 2019, increase the grant award by \$1,047,988 in HOPWA

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funding for a total grant award not to exceed \$2,921,249, and amend the Performance Measures and Budget Summary for Fiscal Year 2018-2019; and

WHEREAS, on October 24, 2019, CITY and GRANTEE entered into that certain Continuation and THIRD amendment to the AGREEMENT (“THIRD AMENDMENT”) to continue and extend the term of the AGREEMENT retroactive from July 1, 2019 through June 30, 2020, increase the grant award by \$1,190,410 in HOPWA funding for a total grant award not to exceed \$4,111,659, and amend the Performance Measures and Budget Summary for Fiscal Year 2019-2020; and

WHEREAS, on June 16, 2020, CITY and GRANTEE entered into that certain Continuation and FOURTH amendment to the AGREEMENT (“FOURTH AMENDMENT”) to increase the grant award by \$209,618 in HOPWA funding for a total grant award not to exceed \$4,321,277, and amend the Scope of Services, Performance Measures, and Budget Summary for Fiscal Year 2019-2020; and

WHEREAS, on August 11, 2020, CITY and GRANTEE entered into that certain Continuation and FIFTH amendment to the AGREEMENT (“FIFTH AMENDMENT”) to continue and extend the term of the AGREEMENT retroactive from July 1, 2020 through June 30, 2021, increase the grant award by \$1,347,182 in HOPWA funding for a total grant award not to exceed \$5,668,459, and amend the Scope of Services, Performance Measures, Budget Summary, and General Grant Conditions for Fiscal Year 2020-2021; and

WHEREAS, the AGREEMENT, as amended by the FIRST, SECOND, THIRD, FOURTH, and FIFTH AMENDMENTS, shall be referred to as the “AMENDED AGREEMENT”; and

WHEREAS, pursuant to Section 14 of the AGREEMENT, CITY and GRANTEE desire to amend the AMENDED AGREEMENT to continue and extend the term of the AGREEMENT retroactive from July 1, 2021 through June 30, 2022, increase the grant award by \$1,456,803 in HOPWA funding for a total grant award not to exceed \$7,125,262, and amend the Scope of Services, Performance Measures, and Budget Summary for Fiscal Year 2021-2022; and

WHEREAS, it is understood and agreed that GRANTEE has commenced work and incurred costs prior to execution of this SIXTH AMENDMENT in anticipation of its execution; and

WHEREAS, CITY agrees to reimburse GRANTEE for those costs in accordance with the terms of this continued AMENDED AGREEMENT. However, in no event shall GRANTEE be reimbursed for costs incurred prior to July 1, 2021;

NOW, THEREFORE, the Parties agree to further amend the AGREEMENT as follows:

1. Extension of Term. The term of the Agreement is extended, retroactive from July 1, 2021 through June 30, 2022.

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2. Increase Funding. The Grant Award is hereby increased by the amount of One Million Four Hundred Fifty-Six Thousand Eight Hundred and Three Dollars (\$1,456,803) of HOPWA funds, for a total grant award not to exceed \$7,125,262.
3. Scope of Services. FOURTH REVISED EXHIBIT A, attached hereto, is appended to THIRD REVISED EXHIBIT A.
4. Performance Measures. SIXTH REVISED EXHIBIT B, attached hereto, is appended to FIFTH REVISED EXHIBIT B.
5. Budget Summary. SIXTH REVISED EXHIBIT C, attached hereto, is appended to FIFTH REVISED EXHIBIT C.
6. No Other Amendments. CITY and GRANTEE acknowledge and agree that the AMENDED AGREEMENT, as amended by this SIXTH AMENDMENT, constitutes the entire agreement by and between CITY and GRANTEE relating to the grant of CITY HOPWA funds, and supersedes any and all other agreements written or oral between the Parties.
7. Exhibits. All exhibits attached hereto are incorporated herein by reference.
8. Reaffirmation. In the event of an inconsistency between this SIXTH AMENDMENT and the AGREEMENT, the terms and conditions of this SIXTH AMENDMENT shall govern and control the rights and obligations of the Parties. All other terms and conditions of the AGREEMENT not changed, amended, or modified by this SIXTH AMENDMENT shall remain in full force and effect.
9. Counterparts. This SIXTH AMENDMENT may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed one and the same instrument.
10. Governing Law. This SIXTH AMENDMENT shall be governed by and construed in accordance with the laws of the State of California.

FOURTH REVISED EXHIBIT A
SCOPE OF SERVICES FY 21-22

1.01 Project.

GRANTEE shall implement the Federal Housing Opportunities for Persons with AIDS (“HOPWA”) program authorized by the AIDS Housing Opportunities Act (“AOHA”) and amended by the AIDS Development Act of 1992 (Pub. L. 102-550, approved October 28, 1992) in accordance with the provisions of the grant agreement by and between the CITY and the United States Department of Housing and Urban Development (“HUD”) and all rules and regulations pertaining now and hereinafter adopted with respect to the HOPWA Program (hereinafter the “Program”). The primary purpose of the Program is to address the critical housing needs of low-income individuals living with human immunodeficiency virus (HIV) or acquired immunodeficiency syndrome (AIDS) and their families. In addition, the project will address the critical housing needs of low-income individuals living with HIV/AIDS and who have experienced domestic violence, dating violence, or sexual violence. Program activities include tenant-based rental assistance, permanent housing placement assistance, supportive services, housing information services, and resource identification.

The CITY administers the HOPWA funds; GRANTEE is a non-profit corporation located in the City of San José; GRANTEE has qualified as a recipient of HOPWA funds for the purpose of the Program.

1.02 Project Area.

The Project Area for the purpose of this Program is the County of Santa Clara.

1.03 Location of Project.

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

Site Name	Site Address
The Health Trust Housing & AIDS Services	1400 Parkmoor Ave., Suite 210 San José, CA 95126
	46 Race Street San José, CA 95126

1.04 Eligibility.

Eligible participants under this AGREEMENT shall be lower income individuals living with HIV/AIDS and their families 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. Eligible participants may also be lower income individuals living with HIV/AIDS who experienced domestic violence, dating violence, or sexual violence and previously received tenant-based rental assistance through the City of San José’s HOPWA-Violence Against Women’s Act (VAWA) Demonstration Project.

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Lower income is defined as household income at or below 80% of the median income for the project area as defined by the Secretary of HUD. This includes very low-income which is defined as household income that exceeds 30% but does not exceed 50% of the HUD median income for San José, and extremely low-income which is defined as household income that is 30% or lower of the HUD median income for San José. Grantee shall document each unduplicated participant’s eligibility on intake sheets, which shall include information about client’s family size, number of children under 18, total household income, gender of head of household, race and ethnicity data as described on HUD form 27061, medical documentation of HIV status, disability data (as applicable), and client signature and certification that the intake information is accurate.

A person with HIV/AIDS or a family member regardless of income is eligible to receive housing information services, as described in §574.300(b)(1) of the HOPWA regulations. Any person living in proximity to a community residence is eligible to participate in that residence’s community outreach and educational activities regarding AIDS or related diseases, as provided in §574.300(b)(9) of the HOPWA regulations.

National Objective:

Benefit low and moderate income persons	Aid in the prevention of elimination of slums or blight	Meet community development needs or urgent needs
X		
<p>The Housing for Health program addresses the critical housing needs of low-income individuals living with HIV/AIDS. Each client will complete an intake, identifying their income and household size. Participants will provide supporting documentation or complete a self-certification to verify the information. Each year participants will update their income and household information and supporting documents/self-certification through the recertification process. Only individuals who meet the low-income requirements will receive HOPWA assistance.</p>		

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1.05 Description of Services.

Activity #1: Tenant-Based Rental Assistance (TBRA)

Provide monthly rental subsidies, including utilities, directly to landlords on behalf of HOPWA eligible persons and their families to help such persons obtain and maintain permanent housing in the private rental market that meets housing quality standards, fair market rent standards, and is rent reasonable. The Health Trust may apply the 110% rent standard exception for no more than 20% of the combined households that receive TBRA services in the program year. Agency shall complete re-certifications to determine eligibility and the amount of rental assistance at least annually and when the household's income changes.

HOPWA participants who are living with HIV/AIDS and experienced domestic violence, dating violence, or sexual violence and are former recipients of TBRA services through the City of San Jose's HOPWA-VAWA Demonstration Project may receive TBRA assistance for up to six months through December 31, 2021.

Agency may apply the following HOPWA waivers permitted by HUD:

Self-Certification of Income and Credible Information on HIV Status – Agency may rely upon a family member's self-certification of income and credible information on a participant's HIV status in lieu of source documentation to determine eligibility for HOPWA assistance. Agency shall obtain source documentation of HIV status and income eligibility by September 30, 2021.

Property Standards for TBRA – Agency may complete initial Housing Quality Standard (HQS) inspections on units visually using technology, such as video streaming. Agency shall make reasonable efforts to address any tenant-reported health and safety issues, and should establish procedures to minimize the risk for tenants in housing that does not meet HQS. The lead-safe housing requirements of 24 CFR part 35, subpart M, made applicable to units leased by recipients of HOPWA, cannot be waived and units built before 1978 must undergo visual evaluation and paint repair in accordance with 24 CFR Part 35, subpart M.

The Property Standards waiver is in effect until September 30, 2021. Agency shall create policies and procedures that address operational changes for HQS inspections completed using technology. Agency shall also have written policies to physically re-inspect the unit by December 31, 2021. TBRA services provided as a direct result of COVID-19 shall be justified and documented in client files. If waivers are applied, agency shall reference the appropriate waiver in supporting documentation included in client files.

Unit of Service: Number of unduplicated households receiving TBRA services

Activity #2: Permanent Housing Placement Assistance

Provide financial housing placement assistance on behalf of eligible participants on an as-needed basis for housing placement activities. Eligible Permanent Housing

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Placement Assistance costs include: rental application fees; related credit, rental history, and background checks; utility hookup fees and deposits; first month's rent; and security deposits.

Agency shall create emergency policies and procedures that address operational changes to Permanent Housing Placement Assistance as a direct result of COVID-19. Permanent Housing Placement Assistance provided as a direct result of COVID-19 shall be justified and documented in client files.

Unit of Service: Number of unduplicated households receiving Permanent Housing Placement Assistance

Activity #3: Supportive Services

Agency shall complete a housing and supportive assessment with all HOPWA recipients at least annually. Agency shall complete a Housing and Supportive Services Case Plan with all HOPWA recipients that help participants achieve/maintain housing stability, improve/maintain appropriate medical outcomes, and address barriers to self-sufficiency.

Agency shall provide medical and non-medical case management services to Program participants to help participants achieve the goals in their Housing and Supportive Services Case Plans. Case management through this grant may be provided by Registered Nurses, Medical Social Workers, Non-Medical Case Managers, and Housing Case Management Specialists employed at The Health Trust.

Agency shall collaborate with Next Door Solutions to Domestic Violence to provide supportive services to individuals who are former recipients of assistance through the HOPWA-VAWA Demonstration Project.

Supportive services provided as a direct result of COVID-19 are limited to nutritional services (food); transportation services (including costs for privately-owned vehicles) to access medical care, supplies, and food or to commute to places of employment; and costs for infection control measures such as cleaning and disinfectant supplies, gloves, masks, and other safety-related supplies for staff and HOPWA participant households.

Written records documenting supportive services provided with CARES Act funding must be included in client files justifying the need for the supportive service. Agency must create emergency policy and procedures that includes the following elements:

1. Documentation of efforts to show that no alternate sources are available;
2. Explanation of the specific types of supplies that are needed by clients;
3. Description of who may receive such supplies and in what quantity; and
4. How the program will ensure that all clients identified as in need will be treated equally.

Unit of Service: Number of unduplicated households receiving supportive services

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Activity #4: Transitional Short-Term Facilities

Provide motel vouchers to household members of HOPWA beneficiaries who need quarantine services as a direct result of COVID-19 in response to HUD’s HOPWA Waiver for Space and Security. Motel vouchers may only be issued during the allotted declaration of emergency time frame established by local officials in response to COVID-19. Agency shall create an Emergency Motel Voucher policy and procedure. Agency shall include supporting documentation and notes in each client’s file justifying the need to provide motel vouchers and referencing HUD’s COVID-19 waiver, Space and Security.
Unit of Service: Number of unduplicated households provided Transitional Short-Term Facilities assistance who need quarantine services as a direct result of COVID-19

Activity #5: Resource Identification

At least one HOPWA program and/or administrative staff shall attend quarterly provider meetings facilitated by the City of San José. Agency shall participate in the City of San José’s efforts to collaborate and coordinate services across providers and implement system and service enhancements to improve delivery of services and outcomes.
Unit of Service: Number of program and/or administrative staff present at quarterly HOPWA meetings

1.06 Staff Hiring Requirements.

GRANTEE agrees to adhere to the requirements of Section 3 of the HUD Act of 1969 (12U.S.C. §1701u) as defined in Section 1.03(f) of Exhibit E to the AGREEMENT titled “General Grant Conditions” in the hiring of any staff member whose position receives 50% or more of its funding from a HOPWA Grant.

1.07 Reporting Requirements.

Quarterly Reports. At the end of each quarter, GRANTEE shall report to the 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 titled “Performance Measures/Numeric Goals”), 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 when and how information was collected; and
- (c) a detailed description of the methodology for selecting the sample size and the population to measure including the size of the sample.

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Reporting Schedule. All required reports shall be submitted to the Housing Department, via the CITY's WebGrants system, within fifteen (15) calendar days from the conclusion of the first, second, and third quarters and within ten (10) calendar days from the conclusion of the fourth quarter, as defined in Section 3.02 of Exhibit E to the AGREEMENT titled "General Grant Conditions".

HUD Annual Progress Report. GRANTEE shall submit to the CITY's Housing Department Grants Administration a Consolidated Annual Performance and Evaluation Report (CAPER) Measuring Performance Outcomes (HUD-40110-D). The CAPER shall be submitted no more than 45 days after the end of the fourth quarter.

1.08 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 the manner prescribed by the CITY under provisions as set forth in EXHIBIT D to the AGREEMENT, titled "Schedule of Payments".

1.09 Personnel.

GRANTEE will provide a Project Financial Workbook (PFW), including all positions to be allocated to the Project and the names of key personnel (Executive Director, Project Manager, etc.). CITY must approve the Project Financial Workbook prior to approving reimbursement for personnel costs. Changes to the Project Financial Workbook during the term of this AGREEMENT must be submitted to and approved by CITY prior to reimbursement of costs.

1.10 Additional Provisions.

Funding Culturally Responsive Services. GRANTEE shall support inclusive engagement that embrace cultural competency, cultural responsiveness, cultural relevancy, and cultural accessibility, as defined in Section 3.11 of Exhibit E to the AGREEMENT titled "General Grant Conditions".

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SIXTH REVISED EXHIBIT B
PERFORMANCE MEASURES FY 21-22

1.01 Unduplicated Beneficiaries and Households.

Proposed total number of unduplicated participants to be served by this Project only. For purposes of this Agreement, UNDUPLICATED PARTICIPANTS shall be defined as participants who receive services at least once a year pursuant to this Grant Agreement but whom may not be counted more than once in that year. GRANTEE shall retain records documenting eligibility. Such records shall include family size, number of children under 18, total household income, gender head of household, race, ethnicity, and disability data.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	TOTAL
HOPWA Participants	65	5	5	5	80
HOPWA-VAWA Participants	4	0	0	0	4
HOPWA CARES	7	7	0	0	14

1.02 Services.

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

Activity 1: TBRA. Number of unduplicated qualifying beneficiaries, household beneficiaries with HIV, and household beneficiaries provided Tenant-Based Rental Assistance (TBRA). Unit of Service = 1 unduplicated beneficiary.

A “Qualifying Beneficiary” is an individual with HIV/AIDS who qualifies the household to receive HOPWA housing subsidy assistance.

A “Household Beneficiary with HIV” is a person diagnosed as HIV positive who resides in the HOPWA Qualifying Beneficiary’s household.

A “Household Beneficiary” is a person NOT diagnosed as HIV positive who resides in the HOPWA Qualifying Beneficiary’s household.

	HOPWA Qualifying Beneficiaries	HOPWA Household Beneficiaries with HIV	HOPWA Household Beneficiaries
Quarter 1	65	2	25
Quarter 2	5	0	0
Quarter 3	5	0	0
Quarter 4	5	0	0
Total	80	2	25

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	HOPWA-VAWA Qualifying Beneficiaries	HOPWA-VAWA Household Beneficiaries with HIV	HOPWA -VAWA Household Beneficiaries
Quarter 1	4	0	1
Quarter 2	0	0	0
Quarter 3	0	0	0
Quarter 4	0	0	0
Total	4	0	1

	HOPWA-CARES Qualifying Beneficiaries	HOPWA-CARES Household Beneficiaries with HIV	HOPWA-CARES Household Beneficiaries
Quarter 1	7	0	2
Quarter 2	7	0	2
Quarter 3	0	0	0
Quarter 4	0	0	0
Total	14	0	4

Activity 2: Permanent Housing Placement Services. Number of unduplicated households provided Permanent Housing Placement Services. Unit of Service = 1 unduplicated household.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
HOPWA	3	3	3	3	12
HOPWA- VAWA	1	1	0	0	2
HOPWA- CARES	1	1	0	0	2

Activity 3: Supportive Services. Number of unduplicated HOPWA households provided Supportive Services. Unit of Service = 1 unduplicated household.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
HOPWA	10	10	9	9	38
HOPWA- VAWA	4	0	0	0	4
HOPWA- CARES	7	7	0	0	14

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Activity 4: Transitional Short-Term Facilities Assistance. Number of unduplicated households provided Transitional Short-Term Facilities Assistance who need quarantine services as a direct result of COVID-19. Unit of Service = 1 unduplicated household.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
HOPWA	2	0	0	0	2

Activity 5: Resource Identification. Number of quarterly HOPWA provider meetings attended. Unit of Service = 1 unduplicated staff member.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
HOPWA	1	1	1	1	4

1.03 Outcome Measure Statement and Measurement Methodology.

<u>Outcome Measure #1</u>	85% of HOPWA and 91% of HOPWA-VAWA households served by this program will have a documented plan for maintaining or establishing stable permanent housing.			
<u>Measurement Methodology</u>	Case managers will track households served by this program through individual chart logs, comprehensive assessment tools, and program notes. The number of households who have a housing plan will be divided by the total number of households receiving HOPWA assistance.			
	<u>Quarter 1</u>	<u>Quarter 2</u>	<u>Quarter 3</u>	<u>Quarter 4</u>
<u>Outcome Goal</u>	n/a	85%/91%	n/a	85%
<u>Number of HOPWA Participants</u>	n/a	59/70	n/a	68/80
<u>Number of HOPWA-VAWA Participants</u>	n/a	3/4	n/a	n/a
<u>Outcome Measure #2</u>	85% of HOPWA and 83% HOPWA-VAWA households will have contact with a case manager consistent with the schedule specified in their individual housing and supportive services case plan (may include leveraged services such as Ryan White Medical Case Management).			
<u>Measurement Methodology</u>	Case managers will track households served by this program through individual chart logs, comprehensive assessment tools, and program notes. The number of households who had contact with a case manager consistent with the schedule specified in their individual service plan will be divided by the total number of households receiving HOPWA assistance.			

CITY OF SAN JOSE HOUSING DEPARTMENT
GRANT AGREEMENT

	<u>Quarter 1</u>	<u>Quarter 2</u>	<u>Quarter 3</u>	<u>Quarter 4</u>
<u>Outcome Goal</u>	n/a	85%/83%	n/a	85%
<u>Number of HOPWA Participants</u>	n/a	59/70	n/a	68/80
<u>Number of HOPWA-VAWA Participants</u>	n/a	3/4	n/a	n/a

<u>Outcome Measure #3</u>	85% of HOPWA and 83% HOPWA-VAWA households will have contact with a primary health care provider consistent with the schedule specified in their individual housing and supportive services case plan.			
<u>Measurement Methodology</u>	Case managers will track households served by this program through individual chart logs, comprehensive assessment tools, and program notes. The number of households who had contact with a primary health care provider consistent with the schedule specified in their individual service plan will be divided by the total number of households receiving HOPWA assistance.			
	<u>Quarter 1</u>	<u>Quarter 2</u>	<u>Quarter 3</u>	<u>Quarter 4</u>
<u>Outcome Goal</u>	n/a	85%/83%	n/a	85%
<u>Number of HOPWA Participants</u>	n/a	59/70	n/a	68/80
<u>Number of HOPWA-VAWA Participants</u>	n/a	3/4	n/a	n/a

<u>Outcome Measure #4</u>	90% of HOPWA and 90% HOPWA VAWA households will access and maintain medical insurance/assistance.			
<u>Measurement Methodology</u>	Case managers will track households served by this program through individual chart logs, comprehensive assessment tools, and program notes. The number of households who accessed and maintained medical insurance/assistance will be divided by the total number of households receiving HOPWA assistance.			
	<u>Quarter 1</u>	<u>Quarter 2</u>	<u>Quarter 3</u>	<u>Quarter 4</u>
<u>Outcome Goal</u>	n/a	90%/90%	n/a	90%

CITY OF SAN JOSE HOUSING DEPARTMENT
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<u>Number of HOPWA Participants</u>	<u>n/a</u>	<u>63/70</u>	<u>n/a</u>	<u>72/80</u>
<u>Number of HOPWA-VAWA Participants</u>	<u>n/a</u>	<u>3/4</u>	<u>n/a</u>	<u>n/a</u>

<u>Outcome Measure #5</u>	20% of HOPWA and 40% of HOPWA-VAWA households will gain or increase income (<i>employment and non-employment</i>).			
<u>Measurement Methodology</u>	Case managers will track households served by this program through individual chart logs, comprehensive assessment tools, and program notes. The number of households who gained or increased income (<i>employment and non-employment</i>) will be divided by the total number of households receiving HOPWA assistance.			
	<u>Quarter 1</u>	<u>Quarter 2</u>	<u>Quarter 3</u>	<u>Quarter 4</u>
<u>Outcome Goal</u>	<u>n/a</u>	<u>20%/40%</u>	<u>n/a</u>	<u>20%</u>
<u>Number of HOPWA Participants</u>	<u>n/a</u>	<u>14/70</u>	<u>n/a</u>	<u>16/80</u>
<u>Number of HOPWA-VAWA Participants</u>	<u>n/a</u>	<u>1/4</u>	<u>n/a</u>	<u>n/a</u>

<u>Outcome Measure #6</u>	5% of HOPWA and 40% of HOPWA-VAWA households will gain or increase <i>employment</i> income.			
<u>Measurement Methodology</u>	Case managers will track households served by this program through individual chart logs, comprehensive assessment tools, and program notes. The number of households who gained or increased <i>employment</i> income will be divided by the total number of households receiving HOPWA assistance.			
	<u>Quarter 1</u>	<u>Quarter 2</u>	<u>Quarter 3</u>	<u>Quarter 4</u>
<u>Outcome Goal</u>	<u>n/a</u>	<u>5%/40%</u>	<u>n/a</u>	<u>5%</u>
<u>Number of HOPWA Participants</u>	<u>n/a</u>	<u>3/70</u>	<u>n/a</u>	<u>4/80</u>
<u>Number of HOPWA-VAWA Participants</u>	<u>n/a</u>	<u>1/4</u>	<u>n/a</u>	<u>n/a</u>

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<u>Outcome Measure #7</u>	96% of HOPWA and 91% of HOPWA-VAWA households receiving TBRA will maintain permanent stable housing during the measurement year.			
<u>Measurement Methodology</u>	Case managers will track households served by this program through individual chart logs, comprehensive assessment tools, and program notes. The number of households who maintained permanent stable housing will be divided by the total number of households receiving HOPWA assistance.			
	<u>Quarter 1</u>	<u>Quarter 2</u>	<u>Quarter 3</u>	<u>Quarter 4</u>
<u>Outcome Goal</u>	<u>n/a</u>	<u>96%/91%</u>	<u>n/a</u>	<u>96%</u>
<u>Number of HOPWA Participants</u>	<u>n/a</u>	<u>67/70</u>	<u>n/a</u>	<u>76/80</u>
<u>Number of HOPWA-VAWA Participants</u>	<u>n/a</u>	<u>3/4</u>	<u>n/a</u>	<u>n/a</u>

1.04 GRANTEE must describe outreach efforts employed, and to be employed, to reach out to all persons without regard to race, sex, color, age, religion, actual or perceived gender identity, sexual orientation, disability, ethnic or national origin, or familial status. Documentation of these efforts must be submitted along with the second and fourth quarterly performance reports.

CITY OF SAN JOSE HOUSING DEPARTMENT
GRANT AGREEMENT

SIXTH REVISED EXHIBIT C
BUDGET SUMMARY FY 21- 22

Budget Line Item Description	HOPWA Entitlement 21-22 Award + Carryover	Unexpended HOPWA Entitlement Funds HOPWA VAWA	CARES Act Funds	TOTAL CITY Budget	Ryan White Match	TOTAL Project Budget
ACTIVITY: TBRA						
Personnel	\$91,365.00	\$13,225.75	\$15,200.00	\$119,790.75		\$119,790.75
Fringe Benefits	\$22,841.25	\$4,232.25	\$3,800.00	\$30,873.50		\$30,873.50
Operating Costs						
TBRA	\$1,274,239.07	\$46,884.00	\$60,686.48	\$1,381,809.55		\$1,381,809.55
Occupancy	\$2,400.00	\$407.00	\$440.00	\$3,247.00		\$3,247.00
Communication	\$1,875.00	\$360.00	\$230.00	\$2,465.00		\$2,465.00
Postage	\$300.00	\$10.00	\$20.00	\$330.00		\$330.00
Travel	\$1,272.00	\$150.00	\$160.00	\$1,582.00		\$1,582.00
Program Supplies	\$500.00	\$50.00	\$100.00	\$650.00		\$650.00
Copier	\$670.00	\$80.00	\$80.00	\$830.00		\$830.00
Data and IT	\$4,718.00	\$1,162.00	\$800.00	\$6,680.00		\$6,680.00
SUB TOTAL	\$1,400,180.32	\$66,561.00	\$81,516.48	\$1,548,257.80	\$0.00	\$1,548,257.80
ACTIVITY: PHP						
Operating Costs						
PHP Eligible Activity Costs	\$40,000.00	\$10,000.00	\$10,000.00	\$60,000.00		\$60,000.00
SUB TOTAL	\$40,000.00	\$10,000.00	\$10,000.00	\$60,000.00	\$0.00	\$60,000.00

CITY OF SAN JOSE HOUSING DEPARTMENT
GRANT AGREEMENT

ACTIVITY: SS						
Personnel	\$197,625.87	\$27,925.83	\$23,133.00	\$248,684.70	\$265,625.72	\$514,310.42
Fringe Benefits	\$49,406.47	\$8,936.25	\$5,783.25	\$64,125.97	\$66,406.43	\$130,532.40
Operating Costs						
Nutritional Services, Transportation, Infectious Control Supplies			\$5,000.00	\$5,000.00		\$5,000.00
Occupancy	\$4,805.00	\$815.00	\$700.00	\$6,320.00	\$13,401.00	\$19,721.00
Communication	\$5,358.00	\$672.00	\$390.00	\$6,420.00	\$6,822.00	\$13,242.00
Postage	\$363.00	\$20.00	\$50.00	\$433.00	\$340.00	\$773.00
Travel	\$3,634.00	\$150.00	\$100.00	\$3,884.00	\$3,655.00	\$7,539.00
Program Supplies	\$1,171.00	\$100.00	\$100.00	\$1,371.00	\$3,655.00	\$5,026.00
Copier	\$1,915.00	\$348.50	\$140.00	\$2,403.50	\$1,462.00	\$3,865.50
Data and IT	\$13,479.00	\$2,484.50	\$1,300.00	\$17,263.50	\$6,823.00	\$24,086.50
SUB TOTAL	\$277,757.34	\$41,452.08	\$36,696.25	\$355,905.67	\$368,190.15	\$724,095.82
ACTIVITY: TSTF						
Operating Costs						
Transitional Short Term Facilities	\$0.00	\$0.00	\$2,000.00	\$2,000.00		\$2,000.00
SUB TOTAL	\$0.00	\$0.00	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
ACTIVITY: RESOURCE ID						
Operating Costs						
Training	\$5,000.00	\$0.00	\$0.00	\$5,000.00		\$5,000.00
SUB TOTAL	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00
INDIRECT COSTS	\$120,605.64	\$8,260.92	\$13,021.27	\$141,887.83	\$25,773.31	\$167,661.14
GRAND TOTAL	\$1,843,543.30	\$126,274.00	\$143,234.00	\$2,113,051.30	\$393,963.46	\$2,507,014.76

CITY OF SAN JOSE HOUSING DEPARTMENT
GRANT AGREEMENT

FOURTH REVISED EXHIBIT I

RETROACTIVE SERVICES

The term of this SIXTH AMENDMENT shall be retroactive from July 1, 2021 and shall continue through June 30, 2022. It is understood and agreed that GRANTEE has commenced work and incurred costs prior to execution of this SIXTH AMENDMENT in anticipation of its execution.

CITY agrees to reimburse GRANTEE for those costs in accordance with the terms of the AMENDED AGREEMENT. However, in no event shall GRANTEE be reimbursed for costs incurred prior to July 1, 2021.



Office of the City Attorney

CITY OF SAN JOSE

- FOR YOUR ELECTRONIC SIGNATURE
- FULLY EXECUTED COPY TO FOLLOW

CITY STAFF: Stacy To

EMAIL: Stacy.to@sanjoseca.gov

SCANNED SIGNATURE AUTHORIZATION

DATE: 07/26/2021

TOTAL PAGES: (INCLUDING THIS PAGE) 25

I agree to use electronic signatures

I agree to use electronic signatures

TO: Michele Lew *Michele Lew*

EMAIL: mlew@healthtrust.org

PHONE: (408) 513-8700

TO: _____

EMAIL: _____

PHONE: _____

BY: _____

BY: _____

DIRECTIONS:

REVIEW THE ENCLOSED DOCUMENT, IF IT IS ACCEPTABLE:

1. SIGN THE DOCUMENT
2. CHECK THE BOX BELOW YOUR NAME AND SIGN AGREEING TO THE USE OF ELECTRONIC SIGNATURES
3. SCAN YOUR EXECUTED DOCUMENT TOGETHER WITH THIS COVER PAGE IN COLOR
4. EMAIL THE ENTIRE DOCUMENT TO STACY.TO@SANJOSECA.GOV.

TO BE COMPLETED BY CITY STAFF:

ALTERNATIVE METHODS OF VERIFICATION:

- USE OF A PASSWORD PROTECTED WEBSITE
- CONFIRMED BY A KNOWN TELEPHONE NUMBER
- PERSONALLY, KNOWN TO CITY STAFF

INSTRUCTIONS FOR INSURANCE APPROVAL:

Forward the following to: **RISK & INSURANCE**

200 E. Santa Clara Street 14th Floor

San Jose, CA 95113-1905

Riskmgmt@sanjoseca.gov

1. This form (149-7) completed;
2. Copy of face page of Contract;
3. Copy of insurance requirements included in contract.
4. Copy of Service Provider's certificate of insurance.

NOTIFICATION OF CONTRACT BEING PROCESSED

DATE: 07/23/2021

Service Provider:	The Health Trust	Phone No.	408-513-8700
Project:	Housing for Health Program		
		Project Amount:	\$7,125,262
Estimated Start Date	07/01/2021	Estimated Completion Date	06/30/2022
Scope of Work: The Health Trust will provide tenant-based rental assistance and supportive services to low-income participants living with HIV/AIDS in Santa Clara County.			
Department	Housing	Division	Grants
Department Contact	Stacy To	Ph./Ext:	408-535-7995
		Fax:	

COMPLIANCE WITH INSURANCE REQUIREMENTS

Comments:	Insurance requirements as contained within presented Certificates of Insurance dated 7/6/21 are compliant and in accordance with the minimum terms of the agreement.		
Signature:	<u>Mark Gelmokas</u>	Date:	7-27-21
	Risk & Insurance		

FOR RISK & INSURANCE USE ONLY
Date Forwarded to City Clerk:
Date forwarded to City Clerk:

COMPLIANCE WITH BOND REQUIREMENTS

Signature:	_____	Date:	
	City Clerk		

Certificate of Insurance Checklist

	(Yes)	(No)
A. Insured name on certificate of insurance must match the contract face page	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B. Insurance coverages should match those found in the insurance requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C. Limits of insurance should meet or exceed those found in the insurance requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D. All documented policies must be current and not expired	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E. The City of San José should be an Additional Insured on the Vendor's General and Auto Liability policies	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F. The workers' compensation policy should document a waiver of subrogation in favor of the City of San José	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If any of the following has been marked as a (No) then request an updated Certificate of Insurance from the Vendor before submission		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/6/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER (MP) Heffernan Insurance Brokers 1460B O'Brien Drive Menlo Park CA 94025 License#: 0564249 THEHEAL-09	CONTACT NAME: PHONE (A/C, No, Ext): 650-842-5200 FAX (A/C, No): 650-842-5201 E-MAIL ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : State Compensation Insurance Fund</td> <td>35076</td> </tr> <tr> <td>INSURER B : Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : State Compensation Insurance Fund	35076	INSURER B : Philadelphia Indemnity Insurance Company	18058	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER D :														
INSURER E :														
INSURER F :														
INSURED The Health Trust 3180 Newberry Dr. Suite 200 San Jose CA 95118														


COVERAGES **CERTIFICATE NUMBER:** 984220044 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PHPK2187642	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	PHPK2187642	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB740437	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	9063179	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Sexual Abuse/Physical Abuse Professional Liab: Claims Made Retroactive Date: 10/01/2010			PHPK2187642	10/1/2020	10/1/2021	Each Claim \$1M/Agg Each \$1M/Agg Deductible \$0

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 *Retroactive Date applies to both Sexual Abuse/Physical Abuse and Professional Liability coverage.

Re: As Per Contract or Agreement on File with Insured. The City of San Jose, its officers, employees, agents and contractors are included as an additional insured (primary and non-contributory) includes Products and Completed Operations on General Liability policy and additional insured on Automobile Liability policy, if required. Waivers of Subrogation are included on General Liability, Automobile Liability and Workers Compensation policies, if required. The Additional Insured Products and Completed Operations; Primary and Non-contributory endorsements have been requested for the General Liability policy from the insurance company and if approved will be forwarded when received. The Additional Insured endorsement has been requested for the Automobile policy from the insurance company and if approved will be forwarded when received. The Waiver endorsements have been requested for the General Liability, Automobile Liability and Workers Compensation policies from the insurance company and if approved will be forwarded when received.

CERTIFICATE HOLDER City of San Jose Risk Management Department 200 E. Santa Clara Street San Jose, CA 95113	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/6/2021

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INSURED The Health Trust 3180 Newberry Dr. Suite 200 San Jose CA 95118														


COVERAGES **CERTIFICATE NUMBER:** 294757508 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2187642	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2187642	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB740437	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	9063179	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Sexual Abuse/Physical Abuse Professional Liab: Claims Made Retroactive Date: 10/01/2010			PHPK2187642	10/1/2020	10/1/2021	Each Claim \$1M/Agg Each \$1M/Agg Deductible \$0 1,000,000 3,000,000 \$0

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 *Retroactive Date applies to both Sexual Abuse/Physical Abuse and Professional Liability coverage.

Re: As Per Contract or Agreement on File with Insured.

CERTIFICATE HOLDER City of San Jose Dept. of Housing - Risk Management 200 E. Santa Clara Street, T-13 San Jose, CA 95113	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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City of San José Contract/Agreement Transmittal Form

Route Order

Attached / Completed

Electronically Signed

TO: City Attorney
 City Manager
 City Clerk **OR** Return to
Dept. (circle one)

Insurance Certificates / Waivers Electronically Signed:
 Business Tax Certificate Audit Trail Attached (if applicable)
 Contacted Clerk re: Form 700 Scanned Signature Authorization
 Supplemental Memorandums (if applicable):

Type of Document: _____

Type of Contract: _____

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # _____ -006

Contractor: _____

Address: _____

Phone: _____ Email: _____

Contract Description: _____

Term Start Date: _____ Term End Date: _____ Extension: _____

Method of Procurement: _____ RFB, RFP or RFQ No.: _____ Date Conducted: _____

Agenda Date (if applicable): _____ Agenda Item No.: 8.1

Resolution No.: _____ Ordinance No.: _____

Original Contract Amount: _____ Amount of Increase/Decrease: _____

Option #: ___ of ___ Option Amount: _____ Updated Contract Amount: _____

Fund/Appropriation: _____

Form 700 Required: _____ Revenue Agreement: _____

Business Tax Certificate No.: _____ Expiration Date: _____

Department: _____

Department Contact Name/Phone: _____

Notes: _____

Department Director Signature: Jacky Morales-Ferrand 09/14/21
Date

Office of the City Manager Signature: _____
Date