

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
COOPERATION HUMBOLDT
FOR FISCAL YEARS 2020-2021 THROUGH 2021-2022**

This Agreement, entered into this 24 day of August, 2021, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Cooperation Humboldt, a California nonprofit corporation, hereinafter referred to as "SUBRECIPIENT," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Health and Human Services ("DHHS"), has secured a total of Five Million Four Hundred Eighty-Three Thousand Dollars (\$5,483,000.00) in funding made available through the federally enacted Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") Emergency Solutions Grants Program – Coronavirus ("ESG-CV"), as administered by the California Department of Housing and Community Development ("DHCD"), for the purpose of preventing, preparing for, and responding to, Coronavirus among homeless individuals and/or families, as defined by Section 576.2 of Title 24 of the Code of Federal Regulations, ("Target Population"); and

WHEREAS, in accordance with the applicable ESG-CV requirements, COUNTY has identified several goals and objectives pertaining to the expenditure of ESG-CV funding, including, without limitation, the provision of rental assistance, housing relocation and stabilization, emergency shelter, street outreach, case management and/or supportive services that are designed to allow eligible members of the Target Population to access permanent housing and the acquisition and/or renovation of structures that are intended to serve eligible members of the Target Population; and

WHEREAS, SUBRECIPIENT has requested from COUNTY a one-time allocation of Four Hundred Four Thousand Six Hundred One Dollars (\$404,601.00) for the purpose of funding a project that is consistent with the goals and objectives of the ESG-CV program; and

WHEREAS, COUNTY finds that the proposed ESG-CV project is in the public interest and the requested allocation is required to ensure the establishment and administration thereof; and

WHEREAS, the parties desire to enter into an agreement which sets forth each party's rights and responsibilities regarding the establishment and administration of the proposed ESG-CV project.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. RIGHTS AND RESPONSIBILITIES OF COUNTY:

A. Allocation of Program Funds. COUNTY shall provide SUBRECIPIENT with an amount not to exceed Four Hundred Four Thousand Six Hundred One Dollars (\$404,601.00) for the purpose of funding the establishment and administration of an ESG-CV project, including, without limitation, compensating SUBRECIPIENT for the provision of street outreach, case management and supportive services to eligible members of the Target Population who are experiencing unsheltered homelessness, that is intended to reduce homelessness within Humboldt County.

B. Homeless Management Information System Training. COUNTY shall provide any and all appropriate training pertaining to SUBRECIPIENT's use and management of the Humboldt County Homeless Management Information System.

2. RIGHTS AND RESPONSIBILITIES OF SUBRECIPIENT:

- A. Provision of Street Outreach Services. SUBRECIPIENT shall locate, identify and build relationships with eligible members of the Target Population who are experiencing unsheltered homelessness for the purpose of providing immediate non-facility-based support, intervention services that are designed to address urgent physical needs and facilitate access to emergency shelter, homeless assistance, housing and other social services programs, as appropriate.
- B. Provision of Case Management and Supportive Services. SUBRECIPIENT shall provide eligible members of the Target Population who are experiencing unsheltered homelessness with any and all appropriate case management and supportive services, including, without limitation, assessing the needs and eligibility of all individuals and families receiving street outreach services pursuant to the terms and conditions of this Agreement in order to develop and update individualized housing plans that are designed to facilitate access to emergency shelter and/or stable housing as quickly as possible.
- C. Program Admission and Administration. SUBRECIPIENT shall develop, maintain and follow written screening and selection practices which are designed to ensure that program admission is prioritized for eligible members of the Target Population who are experiencing unsheltered homelessness with the most urgent and severe needs, regardless of their sobriety, use of controlled substances or completion of substance use disorder treatment.
- D. Data Collection and Submission. SUBRECIPIENT shall collect, maintain and enter any and all participant-level data obtained as a result of the street outreach, case management and supportive services provided pursuant to the terms and conditions of this Agreement into the Humboldt County Homeless Management Information System for participant identification, quality assurance, data-entry, service tracking and reporting purposes.
- E. Faith-Based Activities. SUBRECIPIENT shall not engage in inherently religious activities, including, without limitation, worship, religious instruction, and proselytization, or otherwise exert any religious influence whatsoever, as part of the services provided pursuant to the terms and conditions of this Agreement. If SUBRECIPIENT conducts any religious activities as part of its standard operations, such activities must be offered separately, in time and location, from the services provided hereunder, and participation must be voluntary with respect to any individuals receiving services pursuant to the terms and conditions of this Agreement.

3. TERM:

This Agreement shall begin on March 15, 2021 and shall remain in full force and effect until July 30, 2022, unless sooner terminated as provided herein.

4. TERMINATION:

- A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Agreement, if SUBRECIPIENT fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.
- B. Termination without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.

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- C. Termination due to Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide SUBRECIPIENT seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation upon Termination. In the event this Agreement is terminated, SUBRECIPIENT shall be entitled to compensation for uncompensated services provided pursuant to the terms and conditions set forth herein through and including the effective date of termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by SUBRECIPIENT.

5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Four Hundred Four Thousand Six Hundred One Dollars (\$404,601.00). SUBRECIPIENT hereby agrees to perform any and all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit A – Schedule of Rates, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. Additional Services. Any additional services not otherwise set forth herein, shall not be provided by SUBRECIPIENT, or compensated by COUNTY, without COUNTY's prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of SUBRECIPIENT. SUBRECIPIENT shall provide COUNTY with written notification at least six (6) weeks prior to the date upon which SUBRECIPIENT estimates that the maximum payable amount will be reached.

6. PAYMENT:

SUBRECIPIENT shall submit to COUNTY monthly invoices substantiating the costs and expenses incurred pursuant to the terms and conditions of this Agreement within thirty (30) days after the end of each month. SUBRECIPIENT shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Invoices shall be prepared using a format that is substantially similar to the format set forth in Exhibit B – Sample Invoice Form, which is attached hereto and incorporated herein by reference as if set forth in full. Payment for any and all costs and expenses incurred pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS
Attention: Financial Services
507 F Street
Eureka, California 95501

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7. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County DHHS
Attention: Connie Beck, Director
507 F Street
Eureka, California 95501

SUBRECIPIENT: Cooperation Humboldt
Attention: Tobin McKee, Program Administrator
P.O. Box 7248
Eureka, California 95502

8. REPORTS:

SUBRECIPIENT hereby agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. SUBRECIPIENT shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable local, state and federal accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

9. PREPARATION, RETENTION AND INSPECTION OF PERFORMANCE RECORDS:

A. Preparation of Performance Records. SUBRECIPIENT shall prepare and maintain, in accordance with any and all applicable local, state and federal laws, regulations and standards, including without limitation, Part 200 of Title 2 of the Code of Federal Regulations (“C.F.R.”) and 24 C.F.R. Section 576.500, any and all records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, including, without limitation, documents regarding SUBRECIPIENT’s accounting procedures and practices, necessary to properly reflect all direct and indirect costs of any nature claimed to have been incurred in the performance of the services provided hereunder, including, but not limited to, any and all matching costs and expenses. The foregoing constitutes “performance records” for purposes of this provision.

B. Preservation of Performance Records. SUBRECIPIENT shall preserve, in accordance with any and all applicable local, state and federal laws, regulations and standards, including without limitation, 2 C.F.R. Part 200 and 24 C.F.R. Section 576.500, any and all performance records prepared and maintained pursuant to the terms and conditions of this Agreement for a period of ten (10) years after final payment hereunder, and for such longer period, if any, as required by applicable statute or this Agreement.

1. If this Agreement is completely or partially terminated, any and all performance records relating to the terminated services shall be preserved and made available for a period of ten (10) years from the date of any resulting final settlement.

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2. If any litigation, claim, negotiation, audit or other action involving any performance records prepared and maintained pursuant to the terms and conditions of this Agreement is initiated before the expiration of the ten (10) year period, such performance records shall be retained until completion of the action and resolution of any and all issues arising therefrom, or until the end of the ten (10) year period, whichever is later.

C. Access to Performance Records. SUBRECIPIENT shall make, in accordance with any and all applicable local, state and federal laws, regulations and standards, including without limitation, 2 C.F.R. Part 200 and 24 C.F.R. Section 576.500, any and all performance records prepared and maintained pursuant to the terms and conditions of this Agreement immediately available, during normal business hours, for inspection, audit and reproduction by COUNTY, DHCD and any other duly authorized local, state or federal agencies for a period of ten (10) years after final payment hereunder, and for such longer period, if any, as required by applicable statute or this Agreement. SUBRECIPIENT shall also allow interviews of any employees who might reasonably have information related to any performance records prepared pursuant to the terms and conditions of this Agreement by COUNTY and any other duly authorized local, state or federal agencies during the above-referenced ten (10) year period.

D. Record Storage and Reproduction. Following the receipt of final payment hereunder, SUBRECIPIENT may, at its discretion, reduce any and all performance records prepared and maintained pursuant to the terms and conditions of this Agreement to microfilm, computer disk, CD ROM, DVD or other data storage medium. Upon request by a designated representative of COUNTY, DHCD or any other duly authorized local, state or federal agency to inspect, audit or obtain copies of said performance records, SUBRECIPIENT shall make available any and all applicable devices, hardware and/or software necessary to view, copy and/or print such performance records.

E. Effect of Non-Compliance. SUBRECIPIENT's failure to comply with the requirements set forth herein may result in the imposition of any and all applicable penalties pertaining to obstruction of governmental investigations.

10. AUDIT AND EXAMINATION OF PERFORMANCE RECORDS:

In accordance with any and all applicable local state and federal laws, regulations and standards, including, without limitation, California Government Code Section 8546.7, 2 C.F.R. Sections 200.500, *et seq.* and 24 C.F.R. Section 576.500, any all performance records, documentation, reports and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and any subcontracts related hereto, shall be subject to examination and audit by COUNTY, DHCD, the California Department of General Services, the United States Department of Housing and Urban Development, or their designated representatives, including, without limitation, the Comptroller General of the United States, and any other duly authorized local, state or federal agencies. SUBRECIPIENT agrees to allow COUNTY, DHCD and any other duly authorized local, state or federal agencies, or their designated representatives, access to such performance records, documentation, reports and other evidence, during normal business hours, for a period of ten (10) years after final payment hereunder, and for such longer period, if any, as required by applicable statute or any provision of this Agreement.

11. PROGRAM INSPECTION, MONITORING AND SUPERVISION:

A. Local, State and Federal Inspection Rights. SUBRECIPIENT shall allow COUNTY, DHCD and any other duly authorized local, state and federal agencies to inspect or otherwise evaluate the quality, appropriateness and timeliness of services provided pursuant to the terms and

conditions of this Agreement, and to inspect, evaluate and audit any and all records, documents and facilities maintained by SUBRECIPIENT, and its subcontractors hereunder, pertaining to such services, at any time during normal business hours, for a period of at least ten (10) years from the close of the DHCD fiscal year in which this Agreement came into effect. For purposes of this provision, “records” and “documents” include, without limitation, any and all physical and electronic records originated or prepared pursuant to SUBRECIPIENT’s performance hereunder, including, but not limited to, working papers, reports, financial records and books of account, client records, prescription files, subcontracts and any other documentation pertaining to the services provided pursuant to the terms and conditions of this Agreement. Upon request, at any time during the above-referenced ten (10) year period, SUBRECIPIENT shall furnish any such record, or copy thereof, to COUNTY, DHCD and any other duly authorized local, state and federal agencies. COUNTY, and all other duly authorized local, state and federal agencies, shall maintain the confidentiality of such records and documents in accordance with any and all applicable local, state and federal laws, regulations and standards.

- B. Local, State and Federal Monitoring. SUBRECIPIENT hereby agrees that COUNTY and any other duly authorized local, state or federal agencies shall have the right to monitor any and all activities related hereto, including the right to review and monitor SUBRECIPIENT’s records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. SUBRECIPIENT shall cooperate with a corrective action plan, if deficiencies in SUBRECIPIENT’s records, policies or procedures are identified by COUNTY or any other duly authorized local, state or federal agencies. However, COUNTY is not responsible, and shall not be held accountable, for overseeing or evaluating the adequacy of SUBRECIPIENT’s performance hereunder.

12. CONFIDENTIALITY, PRIVACY AND DATA SECURITY REQUIREMENTS:

- A. General Legal Requirements. SUBRECIPIENT hereby agrees to protect any and all confidential records and client confidentiality in conformance with any and all applicable local, state and federal laws, regulations and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act (“CMIA”); the United States Health Information Technology and Clinical Health Act (“HITECH Act”); the United States Health Information Portability and Accountability Act of 1996 (“HIPAA”); the CARES Act and any current and future implementing regulations promulgated thereunder, including, but not limited to: the Federal Privacy Regulations contained in 45 C.F.R. Parts 160 and 164; the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164; the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162; 42 C.F.R. Sections 431.300, *et seq.*; 45 C.F.R. Section 205.50; and 24 C.F.R. Part 576, all as may be amended from time to time.
- B. State Contractual Requirements. SUBRECIPIENT hereby agrees to comply with any and all applicable confidentiality, privacy and data security requirements contained in the ESG-CV Grant Agreement (State Standard Agreement No. 20-ESGCV1-00012) that COUNTY has with DHCD, which are incorporated herein by reference and made a part hereof as if set forth in full.
- C. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges that local, state and federal laws, regulations, standards and contractual requirements pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party

agrees to enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA, the CARES Act and any other applicable local, state and federal laws, regulations, standards or contractual requirements.

13. REQUIRED DISCLOSURES:

- A. Notification of Change in Ownership and Control. SUBRECIPIENT shall notify COUNTY of any change in ownership or control of its business within thirty-five (35) days after the occurrence thereof, and provide COUNTY with any and all information relating thereto upon request. The disclosures to be provided hereunder shall include, without limitation:
1. The name and address of any individual or corporation with an ownership or control interest in SUBRECIPIENT's business. The address for corporate entities shall include, as applicable, a primary business address, each business location, and a P.O. Box address;
 2. Date of birth and social security number, in the case of an individual;
 3. Tax identification number, in the case of a corporation with an ownership or control interest in SUBRECIPIENT's business or in the business of any subcontractor in which SUBRECIPIENT has a five percent (5%) or more interest;
 4. Whether the individual or corporation with an ownership or control interest in SUBRECIPIENT's business is related to another person with an ownership or control interest in the same or any other COUNTY contractor as a spouse, parent, child or sibling;
 5. Whether the individual or corporation with an ownership or control interest in the business of any subcontractor in which SUBRECIPIENT has a five percent (5%) or more interest is related to another person with ownership or control interest in SUBRECIPIENT's business as a spouse, parent, child or sibling;
 6. The name of any other disclosing entity in which SUBRECIPIENT has an ownership or control interest; and
 7. The name, address, date of birth and social security number of any managing employee of SUBRECIPIENT.
- B. Disclosures Related to Business Transactions. SUBRECIPIENT shall submit the following disclosures regarding certain business transactions within thirty-five (35) days after receiving COUNTY's request for such information:
1. The ownership of any subcontractor with whom SUBRECIPIENT has had business transactions totaling more than Twenty-Five Thousand Dollars (\$25,000.00) within twelve (12) months prior to the date of the request; and
 2. Any significant business transactions between SUBRECIPIENT and any wholly owned supplier, or any subcontractor, within five (5) years prior to the date of the request.
- C. Disclosures Related to Persons Convicted of Crimes. Upon request by COUNTY, SUBRECIPIENT shall submit the following disclosures regarding its owners, persons with controlling interest, agents and managing employees' criminal convictions related to federal assistance programs:

1. The identity of any managing employee of SUBRECIPIENT who has been convicted of a crime related to federal health care programs; and
2. The identity of any agent of SUBRECIPIENT who has been convicted of a crime related to federal health care programs.

14. SUSPENSION AND DEBARMENT:

- A. Legal Compliance. SUBRECIPIENT hereby agrees to comply with any and all applicable local, state and federal suspension and debarment laws, regulations and standards.
- B. Certification of Eligibility. By executing this Agreement, SUBRECIPIENT certifies, to the best of its knowledge and belief, that it and its principals, assignees and successors in interest:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency.
 2. Have not, within a three (3) year period preceding the effective date of this Agreement, been convicted of, or had a civil judgment rendered against it, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract at the local, state or federal level; violation of local, state or federal antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or receiving stolen property.
 3. Are not presently indicted for, or otherwise criminally or civilly charged by a local, state or federal governmental entity with, commission of any of the offenses referenced herein.
 4. Have not, within a three (3) year period preceding the effective date of this Agreement, had one (1) or more public transactions with a local, state or federal entity terminated for cause or default.
 5. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible or voluntarily excluded from participation in such transaction, unless specifically authorized to do so by DHCD.
- C. Effect of Non-Compliance. Failure to meet any of the requirements set forth herein shall constitute a material breach of this Agreement, upon which COUNTY may, in addition to any other available remedies, immediately suspend any and all payments due hereunder or terminate this Agreement as provided herein.
- D. Incorporation of Provisions. SUBRECIPIENT shall incorporate the provisions set forth herein, without substantial modification, into any subcontracts related to the services provided pursuant to the terms and conditions of this Agreement.

15. NON-DISCRIMINATION COMPLIANCE:

- A. Compliance with Anti-Discrimination laws. SUBRECIPIENT hereby assures that it, and its subcontractors, shall comply with the provisions of Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1968, the Civil Rights Restoration Act of 1987, the Fair Housing Amendment Act of 1988, the Housing for Older Persons Act of 1995, the Housing and Urban Development Act of 1968, Section 109 of Title 1 of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, as amended, the Age

Discrimination Act of 1975, Federal Executive Order 11246, Federal Executive Order 11063, Federal Executive Order 11259, the Americans with Disabilities Act of 1990, the Equal Opportunity Act, the Immigration Reform and Control Act of 1986, the Vietnam Era Veterans' Readjustment Act of 1974, the Jobs for Veterans Act of 2002, the Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978, the California Fair Employment and Housing Act, California Welfare and Institutions Code Section 10000, Division 21 of the California Department of Social Services Manual of Policies and Procedures, and any other applicable local, state and federal laws, regulations and standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations ("C.C.R"), are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

- B. Nondiscriminatory Delivery of Social Services. In connection with the execution of this Agreement, SUBRECIPIENT, and its subcontractors, shall not unlawfully discriminate in the administration of public assistance and social services programs. SUBRECIPIENT hereby assures that no person shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving local, state or federal financial assistance because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. COUNTY reserves the right to monitor the services provided hereunder in order to ensure compliance with the requirements of this provision.
- C. Provision of Professional Services. Consistent with the requirements of any and all applicable local, state and federal laws, regulations and standards, SUBRECIPIENT shall not engage in any unlawful discriminatory practices in the admission of clients, assignments of accommodations, treatment, evaluation, employment or personnel or any other respect on the basis of: race; religion or religious creed; color; age (over forty (40) years of age); sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. SUBRECIPIENT shall not discriminate against clients on the basis of health status or need for health care services.
- D. Employment Practices. In connection with the services provided hereunder, SUBRECIPIENT, and its subcontractors, shall not unlawfully discriminate against any employee, or applicant for employment, because of: race; religion or religious creed; color; age (over forty (40) years of age); sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws,

regulations or standards, all as may be amended from time to time. SUBRECIPIENT shall take affirmative action to ensure that qualified applicants are employed, and that during employment, employees are treated without regard to the factors referenced above. Such actions shall include, without limitation: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. Nothing herein shall be construed to require the employment of unqualified persons.

- E. Solicitations for Employment. Any and all solicitations or advancements for employees placed by, or on behalf of, SUBRECIPIENT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical or mental disability, age or status as a disabled veteran or veteran of the Vietnam era.
- F. Notification to Current and Prospective Employees. SUBRECIPIENT shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the federal government or DHCD, setting forth the provisions of the Equal Opportunity Clause of Section 503 of the Rehabilitation Act of 1973 and the Affirmative Action Clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (Section 4212 of Title 38 United States Code ("U.S.C.")). Such notices shall state SUBRECIPIENT's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin, physical or mental disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- G. Notification to Labor Unions and/or Employee Representatives. SUBRECIPIENT shall send to each labor union or representative of employees with which it has a collective bargaining agreement, or other contract or understanding, a notice, to be provided by the federal government or the State of California, advising the labor union or employee representative of SUBRECIPIENT's commitments under the provisions herein, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- H. Non-Discrimination in Federally Assisted Programs. SUBRECIPIENT shall comply with all the provisions of, and furnish all information and reports required by, Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. Section 4212) and Federal Executive Order 11246, as amended by Federal Executive Order 11375 – "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by 41 C.F.R. Part 60 – "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the rules, regulations and relevant orders of the Secretary of Labor pertaining to the prohibition of discrimination against qualified disabled persons in all federally assisted programs or activities, as detailed in the regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
- I. Access to Records Regarding Non-Discrimination Compliance. SUBRECIPIENT shall furnish any and all information and reports required by Federal Executive Order 11246, as amended, including by Federal Executive Order 11375 – "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by 41 C.F.R. Part 60 – "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," the Rehabilitation Act of 1973, and by the rules, regulations and orders of the Secretary of Labor, and will permit access to its books, records and accounts by authorized representatives of the State of California and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- J. Affirmative Outreach. SUBRECIPIENT shall take any and all appropriate steps to make known that the use of the facilities, assistance and services provided hereunder are available to all on a nondiscriminatory basis, and ensure effective communication with persons with disabilities, including, without limitation, adopting procedures that will make available to interested persons information concerning the location of assistance, services and facilities that are accessible to persons with disabilities. Consistent with Title VI of the Civil Rights Act of 1964 and Federal Executive Order 13166, SUBRECIPIENT shall take any and appropriate steps to ensure meaningful access to programs and activities for Limited English Proficiency persons. If it is unlikely that the procedures the SUBRECIPIENT intends to use to make known the availability of its facilities, assistance and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status or disability, who may qualify for those facilities and services, SUBRECIPIENT must establish additional procedures that ensure that those persons are made aware of the facilities, assistance and services.
- K. Sanctions for Non-Compliance. In the event of SUBRECIPIENT's non-compliance with the requirements set forth herein, or with any federal rules, regulations or orders referenced herein, this Agreement may be cancelled, terminated or suspended in whole or in part and SUBRECIPIENT may be declared ineligible for further state and federal contracts in accordance with procedures authorized in Federal Executive Order 11246, as amended, and such other sanctions that may be imposed, and remedies invoked, as provided in Federal Executive Order 11246, as amended, including by Federal Executive Order 11375 – "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by 41 C.F.R. Part 60 – "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by the rules, regulations or orders of the Secretary of Labor, or as otherwise provided by any applicable local, state and federal laws, regulations and standards.
- L. Incorporation of Provisions. SUBRECIPIENT shall include the foregoing provisions in every subcontract related to the services provided pursuant to the terms and conditions of this Agreement, unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Federal Executive Order 11246, as amended, including by Federal Executive Order 11375 – "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by 41 C.F.R. Part 60 – "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," Section 503 of the Rehabilitation Act of 1973 or the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. Section 4212), so that such provisions will be binding upon each subcontractor or vendor. SUBRECIPIENT shall take such action with respect to any subcontract related to the services provided hereunder, as the Director of the Office of Federal Contract Compliance Programs or DHCD may direct as a means of enforcing such provisions, including, without limitation, sanctions for non-compliance, provided, however, that in the event SUBRECIPIENT becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCD, SUBRECIPIENT may request in writing to DHCD, who, in turn, may request the United States to enter into such litigation.

16. LOBBYING RESTRICTIONS:

- A. Certification Regarding Lobbying Activities. SUBRECIPIENT shall file a certification, as set forth in Exhibit C – Certification Regarding Lobbying Activities, which is attached hereto and incorporated herein by reference as if set forth in full, that it has not made, and will not make, any payment prohibited by the provisions of 31 U.S.C. Section 1352.
- B. Disclosure of Lobbying Activities. SUBRECIPIENT shall file a disclosure, as set forth in Exhibit D – Disclosure of Lobbying Activities, which is attached hereto and incorporated herein by reference

as if set forth in full, if SUBRECIPIENT has made, or has agreed to make, any payment using non-appropriated funds, including, without limitation, profits from any covered federal action, in connection with a contract or any amendment of that contract, which would be prohibited by the provisions of 31 U.S.C. Section 1352, if paid for with appropriated funds.

- C. Additional Disclosures. SUBRECIPIENT shall file a disclosure, as set forth in Exhibit D – Disclosure of Lobbying Activities, at the end of each quarter in which there is an occurrence of any event that requires disclosure, or materially affects the accuracy of the information contained in any certification or disclosure previously filed pursuant to the terms and conditions of this Agreement, including, without limitation, all of the following:
1. A cumulative increase of Twenty-Five Thousand Dollars (\$25,000.00) or more in the amount paid or expected to be paid for influencing a covered federal action.
 2. A change in the persons or entities influencing or attempting to influence a covered federal action.
 3. A change in the officers, employees or members contacted for the purpose of influencing or attempting to influence a covered federal action.
- D. Incorporation of Provisions. SUBRECIPIENT shall incorporate the provisions set forth herein, without substantial modification, into any subcontracts related to the services provided pursuant to the terms and conditions of this Agreement.

17. VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT COMPLIANCE:

- A. Certification of Compliance. By executing this Agreement, SUBRECIPIENT certifies that it will take any and all appropriate steps to ensure compliance with the applicable requirements of the Violence Against Women Reauthorization Act of 2013, including, without limitation:
1. Implementing policies and procedures that are designed to provide domestic violence survivors protections against denials, terminations and evictions that directly result from being a victim of domestic violence, dating violence, sexual assault and stalking, if they otherwise qualify for admission, assistance, participation or occupancy.
 2. Implementing an emergency transfer plan which allows domestic violence survivors to move to a safe location if they fear for their life and safety.
 3. Implementing a low-barrier certification process which allows domestic violence survivors to self-certify in order to document that they are, or have been, a victim of domestic violence, dating violence, sexual assault or stalking.
- B. Incorporation of Provisions. SUBRECIPIENT hereby agrees that it will incorporate the provisions contained herein into any subcontracts related to the services provided pursuant to the terms and conditions of this Agreement.

18. DRUG-FREE WORKPLACE ACT COMPLIANCE:

By executing this Agreement, SUBRECIPIENT certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*), by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. SUBRECIPIENT'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 for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:
 - 1. Receive a copy of SUBRECIPIENT's Drug-Free Policy Statement; and
 - 2. Agree to abide by SUBRECIPIENT's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

19. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, SUBRECIPIENT certifies that it is not a Nuclear Weapons Contractor, in that SUBRECIPIENT is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. SUBRECIPIENT agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if SUBRECIPIENT subsequently becomes a Nuclear Weapons Contractor.

20. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. SUBRECIPIENT shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, SUBRECIPIENT's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve SUBRECIPIENT from liability under this provision. This provision shall apply to any and all claims for damages related to SUBRECIPIENT's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

21. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and SUBRECIPIENT is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

A. General Insurance Requirements. Without limiting SUBRECIPIENT's indemnification obligations set forth herein, SUBRECIPIENT, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of SUBRECIPIENT or its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which SUBRECIPIENT may be exposed to liability regarding the services provided pursuant to the terms and conditions of this Agreement. SUBRECIPIENT shall require that such coverage be incorporated into its professional services agreements with any other entities.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, SUBRECIPIENT. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:

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- a. Includes contractual liability.
 - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that SUBRECIPIENT shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this Agreement, SUBRECIPIENT's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to SUBRECIPIENT's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
 6. SUBRECIPIENT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If SUBRECIPIENT does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to SUBRECIPIENT under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and SUBRECIPIENT shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt
 Attention: Risk Management
 825 Fifth Street, Room 131
 Eureka, California 95501

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SUBRECIPIENT: Cooperation Humboldt
Attention: Tobin McKee, Program Administrator
P.O. Box 7248
Eureka, California 95502

22. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that SUBRECIPIENT shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. SUBRECIPIENT shall be solely responsible for the acts and omissions of its agents, officers, employees, licensees, invitees, assignees and subcontractors.

23. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. SUBRECIPIENT hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement, including, without limitation, any and all applicable laws, regulations and standards pertaining to the ESG-CV program.
- B. Licensure Requirements. SUBRECIPIENT hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- C. Federal Funding Requirements. SUBRECIPIENT hereby agrees to comply with any and all applicable federal funding requirements set forth in 2 C.F.R. Part 200 and 24 C.F.R. 576, including, without limitation, the accounting principles, cost principles and audit requirements set forth in 2 C.F.R. Section 200.49, 2 C.F.R. Section 200.68, 2 C.F.R. Section 200.403, 2 C.F.R. Section 200.414, 2 C.F.R. Section 200.415, 2 C.F.R. Sections 200.500, *et seq.* and 24 C.F.R. Section 576.500, and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, all as may be amended from time to time.
- D. Accessibility Requirements. SUBRECIPIENT hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- E. Conflict of Interest Requirements. SUBRECIPIENT hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act, Office of Management and Budget Circulars A-102 and A-110 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time. Pursuant to 24 C.F.R. Section 576.404, in addition to the conflict of interest requirements set forth in Office of Management and Budget Circulars A-102 and A-110, no employee, agent, consultant, officer or official of SUBRECIPIENT who exercises, or has exercised, any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process, or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity or have an

interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

- F. Environmental Requirements. SUBRECIPIENT hereby agrees to comply with any and all applicable environmental requirements set forth in the California Environmental Quality Act, Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Clean Air Act (42 U.S.C. Sections 1857, *et seq.* the Federal Water Pollution Control Act (33 U.S.C. 1251, *et seq.*), the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sections 4821, *et seq.*) the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. Sections 4851, *et seq.*) and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the environmental quality guidelines set forth in 14 C.C.R. Sections 15000, *et seq.*, 24 C.F.R. Part 50, 24 C.F.R. Section 576.407(d), 40 C.F.R. Part 247, 40 C.F.R. Part 15 and 24 C.F.R. Part 35, all as may be amended from time to time.
- G. Prevailing Wage Requirements. SUBRECIPIENT hereby agrees to comply with any and all applicable prevailing wage requirements set forth in California Labor Code Sections 1770, *et seq.* and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, all as may be amended from time to time.
- H. Humboldt County Housing First Principles. SUBRECIPIENT hereby agrees to comply with any and all applicable requirements and standards set forth in Exhibit E – Humboldt County Housing First Principles, which is attached hereto and incorporated herein by reference as if set forth in full.
- J. Humboldt County ESG-CV Grant Agreement. SUBRECIPIENT hereby agrees to comply with any and all applicable provisions of the ESG-CV Grant Agreement (State Standard Agreement No. 20-ESGCV1-00012) that COUNTY has with DHCD, which are incorporated herein by reference and made a part hereof as if set forth in full. In the event, of any conflict in the terms and conditions set forth in COUNTY’s ESG-CV Grant Agreement (State Standard Agreement No. 20-ESGCV1-00012) and the terms and conditions set forth in this Agreement, the terms and conditions set forth in COUNTY’s ESG-CV Grant Agreement (State Standard Agreement No. 20-ESGCV1-00012) shall have priority. COUNTY’s ESG-CV Grant Agreement (State Standard Agreement No. 20-ESGCV1-00012) can be obtained online at the following address: <https://humboldtgov.org>.

24. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

25. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation, policy, procedure, standard or contractual obligation referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date of such amendment.

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26. PROTOCOLS:

Each party hereby agrees that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by both parties hereto.

27. NOTIFICATION OF LITIGATION:

SUBRECIPIENT shall immediately notify COUNTY of any claim for damages, lawsuit or other professional litigation filed against SUBRECIPIENT, which relates to the services provided pursuant to the terms and conditions of this Agreement.

28. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

29. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by SUBRECIPIENT in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

30. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

31. WAIVER OF DEFAULT:

The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of SUBRECIPIENT. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and SUBRECIPIENT shall promptly refund, any funds which COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

32. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

33. AMENDMENT:

This Agreement may be amended at any time during the term hereof upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

34. STANDARD OF PRACTICE:

SUBRECIPIENT warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. SUBRECIPIENT's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

35. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California and COUNTY's contractual obligations under the ESG-CV Grant Agreement (State Standard Agreement No. 20-ESGCV1-00012) that COUNTY has with DHCD. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

36. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. SUBRECIPIENT shall inform COUNTY of any and all requests for interviews by the media related to this Agreement before such interviews take place. COUNTY shall be entitled to have a representative present at any and all interviews related to the services provided pursuant to the terms and conditions of this Agreement. Any and all notices required by this provision shall be given to Director in accordance with the notice requirements set forth herein.

37. SUBCONTRACTS:

SUBRECIPIENT shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements set forth herein. SUBRECIPIENT shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third-parties under subcontracts, whether approved by COUNTY or not.

38. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

39. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 4(D) – Compensation upon Termination, Section 9 – Preparation, Retention and Inspection of Performance Records, Section 10 – Audit and Examination of Performance Records, Section 11 – Program Inspection, Monitoring and Supervision,

Section 12 – Confidentiality, Privacy and Data Security Requirements and Section 20 – Indemnification shall survive the expiration or termination of this Agreement.

40. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

41. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

42. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

43. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

44. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

45. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

46. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the

other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

COOPERATION HUMBOLDT:

By: David Cobb Date: August 4, 2021
Name: David Cobb
Title: Executive Director & President

By: Tamara McFarland Date: 8-4-2021
Name: Tamara McFarland
Title: Treasurer

COUNTY OF HUMBOLDT:

By: Virginia Bass Date: 8/24/21
Virginia Bass, Chair
Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Kelly Barnes Date: 08-10-2021
Risk Management

LIST OF EXHIBITS:

- Exhibit A – Schedule of Rates
- Exhibit B – Sample Invoice Form
- Exhibit C – Certification Regarding Lobbying Activities
- Exhibit D – Disclosure of Lobbying Activities
- Exhibit E – Humboldt County Housing First Principles

EXHIBIT A
SCHEDULE OF RATES
 Cooperation Humboldt
 For Fiscal Years 2020-2021 through 2021-2022

A. Personnel Costs	
Title: Outreach Workers Duties Description: locating, identifying, and building relationships with people experiencing unsheltered homelessness; providing essential services necessary to address urgent physical needs, and providing case management services to facilitate access to emergency shelter, housing, or critical services	\$197,320.00
Title: Benefits at thirty-five percent (35%)	\$69,062.00
Total Personnel Costs:	\$266,382.00
B. Non-Personnel Essential Services Costs	
Item: Supplies and Essential Services Equipment Description: Supplies necessary for outreach, engagement, and addressing urgent physical needs, including but not limited to providing meals, blankets, clothes, or toiletries; personal protective equipment for staff and/or program participants	\$67,000.00
Item: Outreach Worker Cell Phone Costs Description: Cell phones and monthly service for outreach workers	\$3,856.00
Total Operational Costs:	\$70,856.00
C. Transportation/Travel	
Item: Vehicle operation, and maintenance Description: The cost of gas, insurance, taxes and maintenance for a vehicle used to transport program participants and/or staff serving program participants.	\$10,000.00
Item: Bicycles Description: Bicycles for staff to use in the performance of their outreach, engagement, and case management duties	\$2,400.00
Total Transportation/Travel Costs:	\$12,400.00
D. Non-Personnel Essential Services Costs Excluded from Total Direct Costs	
Item: Vehicle purchase or lease Description: Purchasing or leasing a vehicle in which staff transports program participants and/or staff serving program participants.	\$20,000.00
Total Non-Personnel Essential Services Costs Excluded from Total Direct Costs:	\$20,000.00
Modified Total Direct Costs:	\$349,638.00
Indirect Costs:	\$34,963.00
Grand Total:	\$404,601.00

Fluctuations of up to ten percent (10%) of salary calculation to account for wage increases, new hires, *etc.* are allowable if total amount of personnel costs does not increase. Any shift of funds to or from the personnel category must be approved in writing by COUNTY. SUBRECIPIENT may shift up to twenty percent (20%) of budgeted amounts between all other budget categories without prior written approval by COUNTY.

EXHIBIT B
SAMPLE INVOICE FORM
 Cooperation Humboldt
 For Fiscal Years 2020-2021 through 2021-2022
(Place on agency letter head)

INVOICE

Contractor Name
Contract Reference
Contractor Street Address
City, State, Zip Code

Invoice Date
Invoice Period
Invoice Number

Contact Name
Contact Phone Number

Date of Service	Quantity	Description of Service	Rate	Total
Total Invoiced Amount				

EXHIBIT D
CERTIFICATION REGARDING LOBBYING ACTIVITIES

Cooperation Humboldt
For Fiscal Years 2020-2021 through 2021-2022

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

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

Name of Contractor

Printed Name of Person Signing for Contractor

Contract / Grant Number

Signature of Person Signing for Contractor

Date

Title

EXHIBIT E
HUMBOLDT COUNTY HOUSING FIRST PRINCIPLES
Cooperation Humboldt
For Fiscal Years 2020-2021 through 2021-2022

1. Participants are moved into permanent housing as quickly as possible, with no service or program readiness requirements.
2. The project's rules are limited to participant safety, and do not try to change or control participants or their behaviors.
3. The project uses a trauma-informed approach.
4. The project does not require detox treatment and/or days of sobriety to enter.
5. The project does not conduct drug testing.
6. The project does not prohibit program entry on the basis of mental illness diagnosis and does not have a policy requiring medication and/or treatment compliance to enter.
7. The project does not bar participants based on past, non-violent rules infractions.
8. The project accepts all participants regardless of sexual orientation or gender identification and follows all fair housing laws.
9. The project does not exclude participants with zero income and/or limited to no work history.
10. If the project is short-term or time-limited, the services provided to enrolled participants should be focused primarily upon securing permanent housing and enhancing housing stability upon exit, as opposed to building "housing readiness," attaining sobriety, or adherence to treatment.
11. The project does not terminate program participants for any of the above listed reasons. The project also does not terminate participants for:
 - i. Low or no income;
 - ii. Current or past substance use;
 - iii. History of domestic violence;
 - iv. Failure to participate in supportive services;
 - v. Failure to make progress on a service plan; and
 - vi. Criminal records, with the exceptions of restrictions imposed by federal, state or local law or ordinance.
12. If the project entails housing placement and/or housing stability services, program staff treat eviction and/or termination of housing as a last resort. Before termination/eviction, staff should engage as many other alternative strategies as are applicable and reasonable, including, without limitation:

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- i. Conflict resolution;
- ii. Landlord mediation;
- iii. Support with rental/utility arrears;
- iv. Tenancy skills building; and
- v. Relocation.