

**GRANT AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
PROVIDENCE HEALTH & SERVICES – WASHINGTON  
FOR FISCAL YEAR 2021-2022**

This Agreement, entered into this 16 day of November, 2021, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Providence Health & Services – Washington, doing business as Providence Supportive Housing, a Washington nonprofit corporation, hereinafter referred to as "GRANTEE," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Health and Human Services ("DHHS"), has secured funding made available through the California Homeless Coordinating and Financing Council's Homeless Housing, Assistance and Prevention Program ("HHAP") for the purpose of assisting homeless individuals and/or families, as defined by Section 50216(h) of the California Health and Safety Code and Section 578.3 of Title 24 of the Code of Federal Regulations, ("Target Population") with obtaining and maintaining permanent housing; and

WHEREAS, in accordance with the applicable HHAP requirements, COUNTY has identified several goals and objectives pertaining to the expenditure of HHAP funding, including, without limitation, the provision of rental assistance, housing relocation and stabilization, outreach, coordination, homelessness prevention, shelter diversion, case management and/or supportive services that are designed to allow eligible members of the Target Population to access affordable permanent housing and the construction, acquisition and/or rehabilitation of structures that are intended to serve eligible members of the Target Population; and

WHEREAS, on August 26, 2020, GRANTEE and COUNTY submitted a joint application to the California Department of Housing and Community Development HomeKey Program, and GRANTEE was awarded funding for the acquisition of a motel, contingent on a budget revision that included Two Hundred Eighty-Six Thousand Dollars (\$286,000.00) in additional funding for the renovation and conversion of the property to permanent housing for individuals and families experiencing homelessness; and

WHEREAS, GRANTEE has requested from COUNTY a one-time allocation of Two Hundred Eighty-Six Thousand Dollars (\$286,000.00) for the purpose of funding a HHAP project that is consistent with COUNTY's goals and objectives of reducing homelessness within Humboldt County by converting forty (40) motel units into permanent housing for the Target Population; and

WHEREAS, COUNTY finds that the issuance of an advanced payment for the establishment and administration of the proposed HHAP project will serve a public by ensuring the timely provision of permanent housing to eligible members of the Target Population; 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 HHAP project.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. RIGHTS AND RESPONSIBILITIES OF COUNTY:

COUNTY shall provide GRANTEE with Two Hundred Eighty-Six Thousand Dollars (\$286,000.00) for the purpose of funding the establishment and administration of a HHAP project, including, without limitation, compensating GRANTEE for the renovation and construction costs associated with the

conversion of existing motel rooms to a minimum of forty (40) residential units to be used as permanent housing for eligible members of the Target Population, that is intended to reduce homelessness within Humboldt County.

2. RIGHTS AND RESPONSIBILITIES OF GRANTEE:

GRANTEE shall convert existing motel rooms within the property known as the Humboldt Inn, located at 1140 Fourth Street, Eureka, California 95501, to a minimum of forty (40) residential units to be used as permanent housing for eligible members of the Target Population by June 30, 2022.

3. TERM:

This Agreement shall begin upon execution and shall remain in full force and effect until June 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 GRANTEE 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. If such termination for cause occurs, GRANTEE agrees to refund the full amount of the grant to COUNTY within sixty (60) days of notification of termination. This provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by GRANTEE

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.

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 GRANTEE 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 without cause and/or due to insufficient funds, GRANTEE 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 such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by GRANTEE.

5. COMPENSATION:

A. Maximum Amount Payable. The maximum amount payable by COUNTY pursuant to the terms and conditions of this Agreement is Two Hundred Eighty-Six Thousand Dollars (\$286,000.00). 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 GRANTEE, 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 GRANTEE.

6. PAYMENT:

- A. Advance Payment. COUNTY shall provide GRANTEE with advance payment in the amount of Two Hundred Eighty-Six Thousand Dollars (\$286,000.00) for the provision of renovation and construction services required pursuant to the terms and conditions of this Agreement within sixty (60) days after the execution of this Agreement. The advance payment made pursuant to the terms and conditions of this Agreement shall be subject to the year-end settlement requirements set forth herein.
- B. Year-End Settlement. Year-end settlement shall be based upon the rates of compensation set forth herein as well as the final cost report submitted pursuant to the terms and conditions of this Agreement. If it is determined that the cost incurred by GRANTEE is less than the actual payment made by COUNTY, GRANTEE shall reimburse COUNTY for the overpayment as set forth herein.
- C. Recovery of Overpayments. Any and all payments due to COUNTY pursuant to the terms and conditions of this Agreement shall be paid by cash payments over a period not to exceed three (3) months.
- D. Interest Charges on Delinquent Payments Due to COUNTY. If GRANTEE, without good cause, as determined in the sole judgement of the DHHS Director, fails to pay any amount owed to COUNTY pursuant to the terms and conditions of this Agreement within sixty (60) days after the due date, COUNTY may, after providing written notice to GRANTEE, assess daily interest charges at a rate equal to COUNTY's General Fund Rate, as determined by the Humboldt County Auditor-Controller. Interest charges shall be paid by cash payment and/or deducted from any amounts due to GRANTEE under this Agreement. GRANTEE shall have sixty (60) days from the date that any payment owed to COUNTY is due to present a good cause justification for GRANTEE's failure to pay COUNTY.

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 Department of Health and Human Services  
Attention: Connie Beck, DHHS Director  
507 F Street  
Eureka, California 95501

GRANTEE: Providence Supportive Housing  
Attention: Walter Zisette, Director of Development  
800 Fifth Avenue, Suite 1200  
Seattle, Washington 98104

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8. REPORTS:

- A. General Reporting Requirements. GRANTEE 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. GRANTEE 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.
- B. Final Cost Report. GRANTEE shall submit a final cost report to COUNTY substantiating the costs and expenses incurred pursuant to the terms and conditions of this Agreement within sixty (60) days following the expiration or termination of this Agreement. The final cost report submitted pursuant to the terms and conditions of this Agreement shall be prepared using a format substantially similar to the format set forth in Exhibit B – Final Cost Report Form, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. Submission of Final Cost Report. The final cost report prepared pursuant to the terms and conditions of this Agreement shall be sent to COUNTY electronically at the following address:

COUNTY: Humboldt County DHHS  
Attention: Carol Martinez, Administrative Analyst I  
DHHS-ContractUnit@co.humboldt.ca.us

9. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. GRANTEE agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of GRANTEE, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. GRANTEE hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. GRANTEE further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, any and all costs associated with the administration of this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit.



If the allowable expenditures cannot be determined because GRANTEE's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

10. MONITORING:

GRANTEE agrees that COUNTY has the right to monitor any and all activities related to this Agreement, including, without limitation, the right to review and monitor GRANTEE's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. GRANTEE will cooperate with a corrective action plan, if deficiencies in GRANTEE's records, policies, procedures or business operations are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of GRANTEE's performance hereunder.

11. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, GRANTEE may receive information that is confidential under local, state or federal law. GRANTEE hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures 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 for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges that local, state and federal laws, regulations and standards 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 promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

12. NON-DISCRIMINATION COMPLIANCE:

- A. Nondiscriminatory Delivery of Social Services. In connection with the execution of this Agreement, GRANTEE, and its subcontractors, shall not unlawfully discriminate in the administration of public assistance and social services programs. GRANTEE 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.

- B. Professional Services and Employment. In connection with the execution of this Agreement, GRANTEE, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or 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, 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. Nothing herein shall be construed to require the employment of unqualified persons.
- C. Compliance with Anti-Discrimination Laws. GRANTEE further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

13. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, GRANTEE certifies that it is not a Nuclear Weapons Contractor, in that GRANTEE 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. GRANTEE 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 GRANTEE subsequently becomes a Nuclear Weapons Contractor.

14. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, GRANTEE 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:

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- 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. GRANTEE'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 hereunder will:
  - 1. Receive a copy of GRANTEE's Drug-Free Policy Statement; and
  - 2. Agree to abide by GRANTEE'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.

15. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. GRANTEE shall hold harmless, defend and indemnify COUNTY and its 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, reasonable attorney's fees and other costs of litigation, arising out of, or in connection with, GRANTEE'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 negligence or willful misconduct of COUNTY. Notwithstanding anything to the contrary, in the event that both parties are held to be negligently or willfully responsible, each party will bear their proportionate share of liability and each party will bear their own costs and attorney's fees.
- B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to each party'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.

16. INSURANCE REQUIREMENTS:

- A. General Insurance Requirements. Without limiting GRANTEE's indemnification obligations set forth herein, GRANTEE shall maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability, comprehensive automobile, workers' compensation and professional liability insurance policies.

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- B. Insurance Notices. Any and all notices regarding the insurance required 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

GRANTEE: Providence Supportive Housing  
Attention: Walter Zisette, Director of Development  
800 Fifth Avenue, Suite 1200  
Seattle, Washington 98104

17. 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 GRANTEE shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. GRANTEE shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

18. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. GRANTEE 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.
- B. Licensure Requirements. GRANTEE 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. Accessibility Requirements. GRANTEE 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.
- D. Conflict of Interest Requirements. GRANTEE agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act 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.
- E. Prevailing Wage Requirements. GRANTEE 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.

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F. Humboldt County Housing First Principles. GRANTEE agrees to comply with any and all applicable requirements and standards set forth in Exhibit C – Humboldt County Housing First Principles, which is attached hereto and incorporated herein by reference as if set forth in full.

19. 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 is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

20. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard 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.

21. PROTOCOLS:

Both parties agree 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.

22. 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.

23. 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 GRANTEE 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.

24. 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.

25. 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 GRANTEE. 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 GRANTEE shall promptly refund, any funds disbursed to GRANTEE which COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

26. 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.

27. AMENDMENT:

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

28. STANDARD OF PRACTICE:

GRANTEE 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. GRANTEE's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

29. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by GRANTEE shall become the property of COUNTY. However, GRANTEE may retain copies of such documents, information and reports for its records. In the event this Agreement is terminated, for any reason whatsoever, GRANTEE shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

30. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. 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.

31. 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. GRANTEE shall inform COUNTY of any and all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. Any and all notices required hereunder shall be given to the DHHS Director in accordance with the notice requirements set forth herein.

32. SUBCONTRACTS:

GRANTEE 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. GRANTEE 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.



33. 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, "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.

34. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 4(D) – Compensation Upon Termination, Section 9 – Record Retention and Inspection, Section 11 – Confidential Information and Section 15 – Indemnification shall survive the expiration or termination of this Agreement.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

[Signatures on Following Page]




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.

**PROVIDENCE HEALTH & HOUSING – WASHINGTON:**

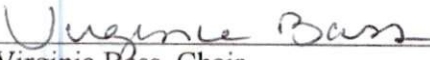
By:   
\_\_\_\_\_  
Tim Zaricznyj, Executive Director  
Providence Supportive Housing

Date: 10/27/2021

By:   
\_\_\_\_\_  
John Whipple, Board Secretary  
Providence Health & Services - Washington

Date: 10/26/2021

**COUNTY OF HUMBOLDT:**

By:   
\_\_\_\_\_  
Virginia Bass, Chair  
Humboldt County Board of Supervisors

Date: 11/16/21

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By:   
\_\_\_\_\_  
Risk Management

Date: 11/03/2021

**LIST OF EXHIBITS:**

- Exhibit A – Schedule of Rates
- Exhibit B – Final Cost Report Form
- Exhibit C – Humboldt County Housing First Principles

**EXHIBIT A**  
**SCHEDULE OF RATES**  
 Providence Health & Services – Washington  
 For Fiscal Years 2020-2021 through 2021-2022

<b>A. Renovation Costs</b>	
Item: Handrails	\$20,710.00
Item: Insulation	\$18,635.00
Item: Gutters	\$2,725.00
Item: Doors	\$52,320.00
Item: Drywall	\$117,604.00
Item: Plumbing materials	\$39,867.00
<b>Total Renovation Costs:</b>	<b>\$251,861.00</b>
<b>B. New Construction Costs</b>	
Item: Landscaping materials	\$17,415.00
Item: Concrete	\$16,724.00
<b>Total New Construction Costs:</b>	<b>\$34,139.00</b>
<b>Grand Total:</b>	<b>\$286,000.00</b>

GRANTEE may shift up to twenty percent (20%) of budgeted amounts between budget categories without prior written approval by COUNTY.



**EXHIBIT B**  
**FINAL COST REPORT FORM**  
 Providence Health & Services – Washington  
 For Fiscal Years 2020-2021 through 2021-2022

*(Place on agency letter head)*

**FINAL COST REPORT**

**Grantee Name**  
**Contract Reference**  
**Grantee Street Address**  
**City, State, Zip Code**

**Report Date**  
**Report Period**  
**Report Number**

**Contact Name**  
**Contact Phone Number**

Quantity	Description	Rate	Total
<b>Total Amount</b>			

**EXHIBIT C**  
**HUMBOLDT COUNTY HOUSING FIRST PRINCIPLES**

Providence Health & Services – Washington  
For Fiscal Years 2020-2021 through 2022-2022

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.