

**SUBRECIPIENT AGREEMENT BETWEEN
COUNTY OF HUMBOLDT AND PROVIDENCE HEALTH & SERVICES
FOR FACILITY MODIFICATIONS TO ADAPT TO THE COVID-19 PANDEMIC**

Agreement #21-Providence-01

THIS AGREEMENT is made this 27 day of OCTOBER by and between the County of Humboldt, hereinafter called the "County" and the Providence Health & Services, a "C" Corporation registered in the State of Washington hereinafter called the "Subrecipient", together referred to as "the Parties".

WHEREAS, the County has applied for grant funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 COVID-19 Allocation; and

WHEREAS, the County of Humboldt conducted a duly noticed public meeting on January 19, 2021 to inform the community on the availability of CDBG-CV 2/3 funding and to solicit proposals from the Community, and on May 4, 2021 the Humboldt County Board of Supervisors selected Subrecipient to assist County in utilizing grant funds to combat the spread of the disease; and

WHEREAS, if the County is successful in securing funds, it wishes to engage the Subrecipient to assist the County in providing screening zones and drive through testing and vaccination in accordance with Center for Disease Control and Preventions (CDC) guidelines; and

WHEREAS, if the County is not funded, there is no obligation to the Subrecipient, and this agreement becomes null and void.

WHEREAS, the Board of Supervisors determined that federal participation requirements were met during the development of the grant application;

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

I. SCOPE OF SERVICE

A. Activities

1. Subrecipient is operating a 44-unit supportive housing shelter, located at 1140 4th Street, Eureka. It serves the homeless population, with priority given to persons coming out of the hospital. Given that many homeless are susceptible to COVID 19 full access to the facility is necessary. Currently there is no access to the second floor for persons who are unable to negotiate stairs. This means that there are times when the entire facility may not be used. Upgrading the one elevator and adding a pedestrian walkway will alleviate this situation. The following work shall be done to accomplish this:
 - a. Predesign work, including permitting, to allow for the upgrading the elevator, including electrical.
 - b. Upgrade Elevator in Building A, including upgrades to the electrical service, to allow for an additional stop.
 - c. Install a pedestrian bridge, between buildings A and B on the second floor to allow for wheelchair access to building B
 - d. Improvements to three handicapped parking spots to allow for full mobility impaired access.

- B. National Objectives. Subrecipient certifies that the activities carried out with funds

provided under this Agreement will meet one or more of the CDBG program's National Objectives

1. Benefit low/moderate income persons.
2. Aid in the prevention or elimination of slums or blight.
3. Meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

C. Staffing. Subrecipient shall provide staff to administer the program in compliance with all applicable regulations.

D. Performance Management, Monitoring & Reporting. The County will manage, monitor, and report the performance of Subrecipient against goals and performance standards required herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Subrecipient within a reasonable period after being notified by the County, contract suspension or termination procedures will be initiated.

II. BUDGET

Pre Design Work	\$ 12,850
Upgrade Building A Elevator	\$165,000
Improve Access to first floor rooms	\$ 25,410
Upgrades to Electrical Services	\$ 71,500
Pedestrian Bridge between buildings A & B	\$ 90,200
Disabled Parking Spots upgraded	\$ 47,300
Contingency	\$ 64,500
Total:	\$476,760

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(1) of this Agreement. In addition, the County may require a more detailed budget, and Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. The County and Subrecipient must approve any amendments beyond 10% to this budget in writing.

III. TIME OF PERFORMANCE

Services of Subrecipient shall start upon written notification from the County, and end on the final date of the CDBG grant or upon submission of final closeout documentation, whichever comes first. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which Subrecipient remains in control of CDBG funds or program income.

IV. PAYMENT

It is expressly agreed and understood that the total to be paid by the County under this contract shall not exceed \$ 476,760 for the term of the contract. Subrecipient shall submit requests for payment with evidence of expenditures no more than monthly. All requests for reimbursement must include the Contract Number located in the top left-hand corner of this agreement. Payments shall be paid within thirty days of submission of a complete invoice, with proper referencing. The County will withhold 10% of the entire payment, until after final payment from the CDBG Program.

Subrecipient shall obtain written approval from the County for any travel outside of this County that is funded under this contract. In-County travel reimbursement requests must include detailed travel logs and be billed at no more than the federal rate, as provided on the GSA website, <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in OMB Circular A-110.

V. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

COUNTY

County of Humboldt
Attn: Andrew Whitney
3015 H Street,
Eureka, CA 95501
(707) 268-3735

Awhitney2@co.humboldt.ca.us

SUBRECIPIENT

Providence Health & Services
Attn: Walter Zisette
800 5th Ave., Suite 1200
Seattle, WA 98104
(206) 552-4288

walter.zisette@providence.org

VI. SPECIAL CONDITIONS

Subrecipient does not knowingly or intentionally engage in the research, development, production, or testing of nuclear warheads, nuclear weapon 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 becomes a Nuclear Weapons contractor.

VII. GENERAL CONDITIONS

A. General Compliance. Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Federal Debarment. County shall assure that Subrecipient is not on the Federal Debarment list prior to signing this Agreement.

C. "Independent Contractor". Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Contractor shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as Contractor is an independent contractor.

D. Hold Harmless. Subrecipient shall indemnify, defend and hold harmless the County hereto and its Board, officers, agents, and employees, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including reasonable and necessary attorney's fees, which arise by the virtue of its own negligent acts or

omissions (either directly or through or by its officers, agents or employees) in connection with its duties and obligations under this Agreement and any amendments hereto.

E. Insurance.

1. This Contract shall not be executed by County and the Subrecipient is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.
2. Without limiting Subrecipient's indemnification obligations provided for herein, Subrecipient shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Subrecipient, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:
 - a. 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 \$2,000,000 per occurrence for any one incident, including, personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.
 - b. Automobile/Motor Liability Insurance with a limit of liability of not less than one million dollars (\$1,000,000) combined single limit coverage. Such insurance shall include coverage of all "owned", "hired", and "non-owned" vehicles or coverage for "any auto".
 - c. Workers Compensation and Employers Liability Insurance providing workers' compensation benefits as required by the Labor Code of the State of California. Said policy shall contain or be endorsed to contain a waiver of subrogation against County, its officers, agents, and employees. In all cases, the above insurance shall include Employers Liability coverage with limits of not less than one million dollars per accident for bodily injury and disease.

d. Insurance Notices:

County of Humboldt
Attention: Risk Management
825 5th Street, Room 131
Eureka, CA 95501

3. Special Insurance Requirements. Said policies shall unless otherwise specified herein be endorsed with, the following provisions:
 - a. The Comprehensive General Liability Policy shall provide that the County, its 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 the County, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:
 - b. Includes contractual liability

- 1) Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards"
 - 2) Is primary insurance as regards to County of Humboldt
 - 3) Does not contain a pro-rata, excess only, and/or escape clause
 - 4) Contains a cross liability, severability of interest or separation of insureds clause
- c. The policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to County and in accordance with the Notice provisions set forth under Section VIII(H). It is further understood that Subrecipient shall not terminate such coverage until it provides County with proof satisfactory to County that equal or better insurance has been secured and is in place.
- d. The inclusion of more than one insured shall not operate to impair the rights of one 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 insured shall not operate to increase the limits of the insurer's liability.
- e. For claims related to this project, the Subrecipient's insurance is primary coverage to the County, and any insurance or self-insurance programs maintained by the County are excess to Subrecipient's insurance and will not be called upon to contribute with it.
- f. Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to County, its officers, officials, employees, and volunteers.
- g. Subrecipient shall furnish County with certificates and original endorsements affecting the required coverage prior to execution of this Agreement by County. The endorsements shall be on forms as approved by the County's Risk Manager or County Counsel. Any deductible or self-insured retention over \$100,000 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 other remedies under this Agreement, take out the necessary insurance, and Subrecipient agrees to pay the cost of said insurance. County is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to Subrecipient under this Contract.
- h. 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 aggregate limits set forth above.
- F. Grantor Recognition. Subrecipient shall ensure recognition of the role of the County of Humboldt and the State of California Community Development Block Grant program in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this agreement. The front cover of the Final Study shall include, "Funding was provided by State Community Development Block Grant funds".
- G. Amendments. The County or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are

executed in writing, signed by a duly-authorized representative of both organizations, and approved by the County's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the County or Subrecipient from its obligations under this Agreement.

The County may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both County and Subrecipient.

- H. Suspension or Termination. Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty-days before the effective date of such termination. Partial termination of the Scope of Service in Paragraph 1(A) above may only be undertaken with the prior written approval of the County. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by Subrecipient under this Agreement shall, at the option of the County, become the property of the County, and Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The County may also suspend or terminate this Agreement, in whole or in part, if Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the County may declare Subrecipient ineligible for any further participation in the County's contracts, in addition to other remedies as provided by law. If the County believes Subrecipient is in noncompliance with any applicable rules or regulations, the County may withhold funds.

- I. Voiding the Agreement. If the County does not receive funding from CDBG, then the parties understand and agree that this contract becomes null and void, with no further obligations by either party to fulfill the Scope of Services in Section I of this agreement.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards. Subrecipient agrees to comply with Attachment F of OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles. Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained. Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

- c. Records required determining the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
 - g. Other records necessary to document compliance with Subpart K of 24 CFR 570.
2. Retention. Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of five-years from the date the final expenditure report is submitted by the County to the Department under the standard agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.
 3. Client Data. Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.
 4. Disclosure. Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Subrecipient responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
 5. Property Records. Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.
 6. Close-Outs. Subrecipient's obligation to the County shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records.
 7. Audits & Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, grantor agency, their designees or the Federal government, at any time during normal business hours, as often as the County or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within thirty-days after receipt by Subrecipient. Failure of Subrecipient to comply with the above-audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual agency audit conducted

in accordance with current County policy concerning audits and, as applicable, OMB Circular A-133.

C. Reporting and Payment Procedures

1. Indirect Costs. If indirect costs are charged, Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the County for approval, in a form specified by the County.
2. Payment Procedures. The County will pay to Subrecipient funds available under this contract based upon information submitted by Subrecipient and consistent with any approved budget and County policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the County in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the County reserves the right to liquidate funds available under this contract for costs incurred by the County on behalf of Subrecipient.
3. Reporting Procedures. Subrecipient shall submit regular Progress Reports to the County in the form, content, and frequency as required by the County, but no less than quarterly. All reports must be produced in both hard copy (paper) and digital format (Word™, PDF, or similar format).

D. Procurement

1. Compliance. Subrecipient shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expandable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the County upon termination of this contract.
2. OMB Standards. Subrecipient shall procure all materials, property, or services in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards, and shall subsequently follow Attachment N, Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING ELEMENT

Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in §570.606(d) governing optional relocation policies. Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. Subrecipient also agrees to comply with applicable County ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance. Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section

104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 50 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination. Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, age, marital/familial status, or status with regard to public assistance or any other arbitrary factor. Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Land Covenants. This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the County and the United States are beneficiaries of and entitled to enforce such covenants. Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
4. Section 504. Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against any persons with disabilities in any Federally assisted program. The County shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Affirmative Action

1. Approved Plan. Subrecipient agrees that it shall be committed to carry out, pursuant to the County's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The County shall provide Affirmative Action guidelines to Subrecipient to assist in the formulation of such program. Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
2. W/MBE. Subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records. Subrecipient shall furnish and cause each of its own contractors or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the County, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
4. Notifications. Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. EEO/AA Statement. Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient; state that it is an Equal Opportunity or Affirmative Action employer.
6. Subcontract Provisions. Subrecipient will include the provisions of Paragraphs X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own contractors or subcontractors.
 - b. The Civil Rights, HCD, and Age Discrimination Acts Assurances: During the performance of this Agreement, Subrecipient assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or disability, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.
 - c. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance: The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns, which are located in, or owned in substantial part by persons residing in the area of the project.
 - 1) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this Agreement certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
 - 2) Subrecipient will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- 3) Subrecipient will include these Section 3 clauses in every contract and subcontract for work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the contract upon a finding that Subrecipient or any contractor or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and, will not let any contract unless Subrecipient or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
 - 4) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement shall be a condition of the Federal financial assistance provided to the project, binding upon Subrecipient, its successors, and assigns. Failure to fulfill these requirements shall subject the Subrecipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.
- d. State Nondiscrimination Clause: During the performance of this Agreement, Subrecipient and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age (over 40) or sex. Subrecipients and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Subrecipients and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, and Section 7258.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Subrecipient and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

This Subrecipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

"The Subrecipient hereby agree to abide by the requirement of Executive Order 11246 and all implement regulations of the Department of Labor."

C. Employment Restrictions

1. Prohibited Activity. Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: Political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Labor Standards. Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a- 276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. Subrecipient shall maintain documentation, which demonstrates compliance with hour and wage requirements of this part. Such

documentation shall be made available to the County for review upon request.

Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the County pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Subrecipient of its obligation, if any, to require payment of the higher wage. Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause Compliance.

- a. a. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the County, Subrecipient and any of Subrecipient's and subcontractors. Failure to fulfill these requirements shall subject the County, Subrecipient and any of Subrecipient's and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

Subrecipient agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C.1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons

residing within the metropolitan area in which the HOME-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

- b. Subcontracts. Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability. Subrecipient shall not assign or transfer any interest in this contract without the prior written consent of the County thereto; provided, however, that claims for money due or to become due to Subrecipient from the County under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.
2. Hatch Act. Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.
3. Conflict of Interest. Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Subrecipient further covenants that in the performance of this agreement no person having such a financial interest shall be employed or retained by Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the County, or of any designated public agencies or Cities that are receiving funds under the State CDBG program.
4. Lobbying. Subrecipient hereby certifies that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any agency, 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, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions

- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all cities shall certify and disclose accordingly, and
 - d. Lobbying Certification. 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. Code. 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.
5. Copyright. If this Agreement results in any copyrightable material or inventions, the County and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.
 6. Faith Based Activities. Subrecipient shall comply with the requirements of 92.257, which provide, in part, that "Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the assistance funded under this part."

XI. ENVIRONMENTAL CONDITIONS

- A. Air and Water. Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this contract:
 1. Clean Air Act, 42 U.S.C., 7401, et seq.
 2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
 3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.
- B. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- C. Lead-Based Paint. Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and advisability and availability of blood level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures might be undertaken.

- D. Historic Preservation. Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. LITIGATION AND DISPUTE RESOLUTION

- A. Litigation. If a court of competent jurisdiction holds any provision of this agreement, or an underlying obligation, invalid, such invalidity, at the sole discretion of the County and/or State, shall not affect any other provisions of this agreement and the remainder of this agreement shall remain in full force and effect. Therefore, the provisions of this agreement are, and shall be, deemed severable.

Subrecipient shall notify County immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement of the County and/or State, and shall take such action with respect to the claim or action as is consistent with the terms of this agreement and the interests of the County and the State.

- B. Dispute Resolution. The parties shall make a good faith attempt to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have the authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this contract. For the County of Humboldt, the executives with authority to negotiate settlement of a controversy would be the Planning Director, the County Risk Manager, and County Counsel. Concurrence of all three Departments will be necessary in order to settle a controversy by negotiation. Any person may give the other party written notice of any dispute not resolved in the normal course of business. Within fifteen days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include (a) a statement of that party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other person who will accompany that executive. Within thirty days after delivery of the initial notice, the designated representatives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

- C. Venue lies in Humboldt County, California, including any and all incorporated areas of the County, and that California law governs this agreement.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section heading and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force

and effect.

XV. WAIVER

The County's failure to act with respect to a breach by the Subrecipient does not limit the County's right to act with respect to subsequent or similar breaches. The failure of the County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XVI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and the Subrecipient for the use of the funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the County and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

COUNTY OF HUMBOLDT



John H. Ford, Director
Planning and Building

PROVIDENCE HEALTH & SERVICES

By:  _____

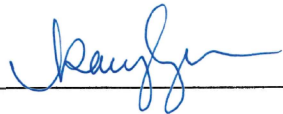
Title: Executive Director, Providence Supportive Housing

By: _____

Title: _____

Federal I.D# 51-0216586

APPROVED AS TO INSURANCE
PROVISIONS & CERTIFICATES FILED



Risk Manager