

**AGREEMENT BETWEEN COUNTY OF LAKE-LAKE COUNTY BEHAVIORAL
HEALTH SERVICES AS LEAD AGENCY FOR THE LAKE COUNTY
CONTINUUM OF CARE AND ADVENTIST HEALTH CLEAR LAKE HOSPITAL,
INC FOR FISCAL YEAR 2024-27**

This Agreement is made and entered into by and between the County of Lake, hereinafter referred to as “County,” and Adventist Health Clearlake Hospital, Inc. hereinafter referred to as “Contractor,” collectively referred to as the “parties.”

WHEREAS, the Lake County Behavioral Health Services (hereinafter, "LCBHS") is the lead agency for Lake County Continuum of Care (hereinafter LCCoC); and

WHEREAS, LCBHS has issued a Request for Proposals to secure the services necessary to supplement the initial Lake County Homeless Housing, Assistance and Prevention (HHAP) Youth Set Aside
Rapid Rehousing and Other Services for Transitional Age Youth; and

WHEREAS, Contractor, a nonprofit organization has responded to that Request for Proposals, is well-qualified to provide the services necessary to necessary to supplement the initial Lake County Homeless Housing, Assistance and Prevention (HHAP) Youth Set Aside Rapid Rehousing and Other Services for Transitional Age Youth; and

WHEREAS, after a formal selection process administered by LCCoC and LCBHS following the recommendation of the selection of Contractor to provide the above-described services.

NOW, THEREFORE, based on the forgoing recitals, the parties hereto agree as follows:

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to County the services described in the “**Scope of Services**” attached hereto and incorporated herein as **Exhibit A** at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and **Exhibits A/B/C/D**, the Agreement shall prevail.

2. TERM. This Agreement shall commence on **December 1, 2024**, and shall terminate on **June 30, 2027**, unless earlier terminated as hereinafter provided. In the event County desires to temporarily continue services after the expiration of this Agreement, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.

3. COMPENSATION. Contractor has been selected by County to provide the services described hereunder in **Exhibit A**, titled, “**Scope of Services.**” **Compensation to Contractor shall not exceed One Hundred, Twenty-Seven Thousand, Six Hundred and Sixty-Five Dollars and Fifty-Two Cents (\$127,665.52).**

The County shall compensate Contractor for services rendered, in accordance with the provisions set forth in **Exhibit B**, titled “**Fiscal Provisions**” attached hereto and incorporated herein, provided that Contractor is not in default under any provisions of this Agreement.

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4. **TERMINATION.** This Agreement may be terminated by mutual consent of the parties or by County upon 14 days written notice to Contractor.

In the event of non-appropriation of funds for the services provided under this Agreement, County may terminate this Agreement, without termination charge or other liability.

Upon termination, Contractor shall be paid a prorated amount for the services provided up to the date of termination.

5. **MODIFICATION.** This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Contractor and County executed by the Lake County Behavioral Health Services Director.

6. **NOTICES.** All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with the United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

County of Lake Inc.	Adventist Health Clearlake Hospital,
Lake County Behavioral Health Services	15630 18 th Avenue
PO Box 1024	Clearlake, CA 95422
6302 Thirteenth Avenue	
Lucerne, CA 95458-1024	
Attn: Elisa Jones	Attn: Chuck Kassis
Behavioral Health Services Director	Administrator

7. **EXHIBITS.** The Agreement Exhibits, as listed below, are incorporated herein by reference:

Exhibit A - Scope of Services
Exhibit B - Fiscal Provisions
Exhibit C - Compliance Provisions

8. **TERMS AND CONDITIONS.** Contractor warrants and agrees that it shall comply with all terms and conditions of this Agreement including **Exhibit A**, **Exhibit B**, and **Exhibit C**, titled, “**Compliance Provisions**,” and **Exhibit E**, titled, “**Description of that portion of property to be used as the temporary emergency housing hub**,” and **Exhibit F**, titled, “**Definitions**” attached hereto and incorporated herein in addition to all other applicable federal, state and local laws, regulations and policies and all standards stated in federal, state and local Notice of Available Funding, Notice of Funding Opportunity and Request for Proposals.

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9. **INTEGRATION.** This Agreement, including attachments, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior Agreements, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

County and Contractor have executed this Agreement on the day and year first written above.

COUNTY OF LAKE

ADVENTIST HEALTH CLEAR LAKE
HOSPITAL, INC.



Eddie Crandell (Jul 16, 2025 14:49 PDT)

Chair
Board of Supervisors

Date: _____



Jeff Mock
Treasurer

Date: 04/21/2025

APPROVED AS TO FORM:
LLOYD GUNTIVANO
County Counsel



By: _____

Date: December 19, 2024

ATTEST:
SUSAN PARKER
Clerk to the Board of Supervisors



By: Johanna DeLong (Jul 16, 2025 15:06 PDT)

Date: 07/16/2025

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EXHIBIT A – SCOPE OF SERVICES

1. CONTRACTOR’S RESPONSIBILITIES.

1.1 Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Lake and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County. Contractor and County shall comply with California Code of Regulations (CCR), Title 9, Section 18010.435, in the selection of providers and shall review for continued compliance with standards at least every three (3) years.

1.2 Contractor agrees to extend to County, Lake County Continuum of Care (LCCOC), or their designee the right to review and monitor all records, programs or procedures at any time in regards to clients as well as the overall operation of Contractor’s programs in order to ensure compliance with the terms and conditions of this Agreement.

1.3 Contractor shall prioritize assistance to homeless individuals and families over assistance to individuals and families at risk of homelessness.

1.4 Contractor agrees to extend to County or its designee, the right to review and monitor all records, programs or procedures, at any time in regards to clients, as well as the overall operation of Contractor’s programs in order to ensure compliance with the terms and conditions of this Agreement.

1.5 All expenses of copying records and other documents shall be borne by the party seeking to review those records and/or documents and charged at the rate of \$0.25 cents per page.

1.6 Contractor shall ensure that the logo for Lake County Continuum of Care (LCCoC) is included on flyers, handouts, and any advertising materials for any projects or events that the LCCoC contributes to via funding from this Agreement.

1.7 Contract will notify the County about any change that may affect Contractor’s eligibility and ability to provide services including, but not limited to, changes in licensing, certification, ownership and address.

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1.12 Injury/Harm to Persons. In addition to taking any and all necessary and advisable measures to ensure the care and safety of all persons at the facility located at 3400 Emerson Street, Clearlake CA 95422 including but not limited to emergency/medical personnel and/or the Lake County Sheriff as applicable, the Contractor shall ensure that any injury or harm to Contractor's staff and/or to any persons staying at the facility at 3400 Emerson Street, Clearlake CA 95422 is reported to Lake County Behavioral Health Services as soon as practically possible.

2. DESCRIPTION OF SERVICES.

For over four years, Adventist Health Clearlake Hospital, Inc. dba Adventist Health Clear Lake ("Adventist Health Clear Lake") has addressed this community need through the Hope Center. Hope Center is a 21-bed transitional housing facility designed to operate under a "Housing First" model. It provides immediate shelter and comprehensive services, including health screenings, individualized care plans, meals and assistance to transition to permanent housing. The team connects participants to essential services, such as Social Security Disability Insurance, behavioral health resources and family support systems. On average, participants transition to permanent housing within six to nine months.

Over 90% of participants access the facility through various forms of Street Outreach, including walk-ins, the Point-In-Time, the Coordinated Entry System and referrals from local colleges. Hope Center is overseen by Lead Clinical Social Worker Ronni Duncan and managed by Project Manager Caressa Smith. Together, they lead a multidisciplinary team of nurses, case managers, community health workers and a chef to address the complex needs of each participant.

Recognizing the vulnerability of unaccompanied transitional age youth, Adventist Health Clear Lake proposes to reserve two of its twenty-one beds specifically for this population. By June 30, 2027, the team at Hope Center aims to serve a minimum of 8 unaccompanied transitional age youth, helping them overcome barriers to housing, health care and other services.

If they choose to become a participant, the youth will undergo an assessment that will produce an individualized care plan. ***They will receive shelter, two meals a day and a variety of services that includes:***

- **Medical care management, including referrals to behavioral health services.**
- **Identification document recovery.**
- **Resume building, college enrollment as well as budgeting and credit repair education.**
- **Connection to Social Security Disability Insurance and the State's Transitional Age Youth (TAY) Program, as appropriate.**
- **Introduction to healthy coping skills; and**
- **Reconnection to family supports, when appropriate.**

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This initiative is aligned with the Lake County Continuum of Care's work, including the Homeless Management Information System (HMIS) and Coordinated Entry System. It is one part of a community-wide effort to improve the quality of life for Lake County residents. Through the Hope Center, Adventist Health Clear Lake aims to make a lasting impact in the lives of unaccompanied transitional age youth, helping them build a strong foundation for their future.

3. PERFORMANCE MEASURES. Contractor agrees to hit expected performance measures.

3.1 Compliance with reporting requirements including as follows:

- Expenditure Reports and Submission of monthly Financial Statements
- Homeless Management Information System data requirements
- Coordinated Entry System requirements
- Reporting on numbers served, including duplicated and unduplicated, as well as age, gender/sex, race, and ethnicity as requested.

3.2 Meeting expected targeted numbers as follows:

- Minimum 8 unaccompanied youth ages 18-24 experiencing homelessness are expected to serve with the proposed funding
- 1 shelter bed
- 4-6 homeless youth exiting the program or project to permanent housing
- 8 youth are expected to increase monthly income
- 100% HIC Count Participants
- 2% of destination error rate in HMIS or for VSP's Comparable Data Base
- 95% unduplicated persons in HMIS or for VSP's Comparable Data Base
- By June 30, 2027, the team at Hope Center aims to serve a minimum of 8 unaccompanied transitional age youth who experienced homelessness upon intake. This means out of the total number of Hope Center participants during the grant period a minimum of 8 will be youth ages 18-24. The team at Hope Center will ensure that participants more closely reflect the population experiencing homelessness in the community by securing the appropriate number of beds for unaccompanied youth ages 18-24, as this group represents 8% of the 2023 Point-In-Time.
- By June 30, 2027, between 4 and 6 youth participants will exit into permanent housing. Although the team at Hope Center aims to assist all participants in transitioning to permanent housing, current data indicates that 50% accomplish this, while 50% return to homelessness. The team is continuously refining its processes and approaches, with its next focus on collecting additional feedback from community partners and participants. With this information, they will continue to enhance the program and explore additional training opportunities.

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4. REPORTING REQUIREMENTS. Contractor agrees to provide County with any reports which may be required by State or Federal agencies for compliance with this Agreement.

4.1 Contractor agrees to acquire and/or maintain required Homeless Management Information System (HMIS) license and all required trainings to maintain license. Contractor will follow HMIS data standards procedures as contained in LCCoC policy which include:

A. Timely data entry:

- 1) All entry of data into HMIS will be completed within five (5) business days of the event that generated by the data collection. This includes but is not limited to, Participant Intake, Entry and Exit from Program, and required annual updates if Participant is participating for longer than one year in the program.

B. Accurate and Complete Data:

- 1) 95% of all state and federal defined mandated data points are supplied (fields do NOT reflect a “Null”, “Don’t Know or Refused” OR “Data Not Collected” value).
- 2) Reflect a 95% or higher data completeness and quality result at all times.

C. Data Collection Methodology:

- 1) HMIS Data Standards and LCCoC HMIS designed program task flow(s) for each homeless program type. This includes but is not limited to client demographics, Household type, living situation and destination, health and disability, income and requires Coordinated Entry (CES) assessments.
- 2) System Performance Data Collection requirements of all fields in HMIS Enrollment entry and exits are complete with required data. Provider makes every attempt at gathering the required data and only allows for a 5% error rate of all required data.

D. User Training: All Users of the HMIS will receive general HMIS User Training and Security and Privacy training prior to receiving login credentials to the HMIS. Additionally, all HMIS Users shall receive updated Security and Privacy training annually.

- 1) Contractor will notify HMIS Administrator of any HMIS user departing their HMIS role within 24 hours of departure.

E. Required Quarterly Reporting: Contractor shall utilize data from the following reports as the basis for quarterly report submissions and include with their report submission:

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- 1) HUD Data Quality report for the program being reported with a data range from the start of the fiscal year to the end of the required report period (cumulative)

F. Homeless Count Participation: Contractor will participate in annual HUD requires Housing Inventory Count (HIC) by maintaining accurate and up-to-date data in good standing and being responsive to the LCCoC and LCCoC HMIS Administrator's requests for current and accurate information prior to and after the HIC.

4.2 Contractor agrees to keep records by using the Coordinated Entry Systems (CES). This will include but is not limited to Housing Problem Solving interview, CES standardized screening assessment and referral based on client need. Determination of participant referrals will be completed within a timely manner of three business days or less. Contractor will follow CES procedures as contained in LCCoC CES policy.

4.3 Contractor agrees to provide County with Quarterly Reporting as required by State or Federal agencies for compliance with this Agreement.

4.4 All Expenditure reports shall contain a detailed report which must include at a minimum:

- 1) The Contractor's program or project selection process performed in collaboration with LCCOC.
- 2) The Amounts awarded to the activities identified.
- 3) Projected performance measures;
- 4) Contract expenditures, including an itemized breakdown for each fiscal year of this agreement until all funds awarded to contractor have been expended;
- 5) Monthly financial report on expenditures will be turned in with monthly invoice;
- 6) Progress on the following performance measures and others established by the Contractor and described in this Exhibit to evaluate success in implementing eligible activities listed below:

A.) The number of homeless persons served.

B.) The number of unsheltered homeless persons served, and the average length of time spent as homeless before entry into the program or project;

C.) The number of homeless persons exiting the program or project to permanent housing.

D.) The number of persons that return to homelessness after exiting the program or project.

5. RECORDS RETENTION.

5.1 Contractor shall prepare, maintain and/or make available to County upon request, all records and documentation pertaining to this Agreement, including financial, statistical, property, recipient and service records and supporting documentation for a period of five (5) years from the date of final payment of this Agreement. If at the end of the retention period, there is

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ongoing litigation or an outstanding audit involving the records, Contractor shall retain the records until resolution of litigation or audit. After the retention period has expired, Contractor assures that confidential records shall be shredded and disposed of appropriately.

5.2 Contractor shall maintain books, records, documents and other evidence that demonstrates the funding was used for the appropriate purposes laid out in the Scope of Services.

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EXHIBIT B – FISCAL PROVISIONS

1. CONTRACTOR’S FINANCIAL RECORDS. Contractor shall keep financial records for funds received hereunder, separate from any other funds administered by Contractor, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget’s Cost Principles.

2. INVOICES.

2.1 Contractor’s invoices shall be submitted for the amount above upon execution of this contract. Subsequent invoices, in accordance to 2.1 above and upon the LCCOC determining the above requirements have been met. Invoices shall be itemized and formatted to the satisfaction of the County.

2.2 Contractor’s invoices shall be submitted electronically to:
<https://filetransfer.co.lake.ca.us/filedrop/BHFiscalInvoicing>

2.4 County shall make payment within 20 business days of an undisputed invoice for the compensation stipulated herein for supplies delivered and accepted or services rendered and accepted, less potential deductions, if any, as herein provided. Payment on partial deliverables may be made whenever amounts due so warrant or when requested by the Contractor and approved by the Assistant Purchasing Agent.

2.5 County shall not be obligated to pay Contractor for services provided which are the subject of any bill if Contractor submits such bill to County more than fifteen days (15) after the date Contractor provides the services, or more than fifteen (15) days after this Agreement terminates, whichever is earlier.

2.6 Contractor and County shall each appoint one responsible representative for the purpose of resolving any billing questions or disputes which may arise during the term of this Agreement. Should such issues arise, County shall still be obligated to pay Contractor on a timely basis for those amounts and/or services which are not in dispute or with respect to which there are no questions. Questioned amounts, once adjusted (if necessary) as agreed by the two representatives, shall be paid to Contractor immediately after the Agreement is reached by the two representatives.

3. AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS.

3.1 Contractor warrants that it shall comply with all audit requirements established by County and will provide a copy of Contractor’s Annual Independent Audit Report, if applicable.

3.2 County may conduct periodic audits of Contractor’s financial records, notifying Contractor no less than 48 hours prior to scheduled audit. Said notice shall include a detailed listing of the records required for review. Contractor shall allow County, or other appropriate entities designated by County, access to all financial records pertinent to this Agreement.

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3.3 Contractor shall reimburse County for all audit exceptions within 30 days of written demands or shall make other repayment arrangements subject to the approval of County.

4. PAYMENT TERMS. The LCCOC has determined that One Hundred, Twenty-Seven Thousand, Six Hundred and Sixty-Five Dollars and Fifty-Two Cents (\$127,665.52) from the Youth Set Aside grant, as administered by the County, has been allocated for Lake County Homeless Housing, Assistance and Prevention (HHAP) Youth Set Aside Rapid Rehousing and Other Services for Transitional Age Youth; and for which Adventist Health Clearlake Hospital, Inc. has been awarded. The County will distribute the funding in accordance to the parameters set forth by the California Department of Housing and Community Development (HCD)

4.1 County will provide disbursement of One Hundred, Twenty-Seven Thousand, Six Hundred and Sixty-Five Dollars and Fifty-Two Cents (\$127,665.52) to the Contractor, which represents the total funding of this agreement.

4.2 Any Grant funds which have not been expended by the Expenditure Deadline must be returned to County with accrued interest.

5. BUDGET. Contractor has submitted the following budget within their accepted proposal. Contractor shall be compensated only for expenses included in the approved budget. Modification to the budget must be approved in advance by the county.

5.1 BUDGET BREAKDOWN & JUSTIFICATION.

PERSONNEL				
<i>NAME & TITLE</i>	<i>HOURLY WAGE</i>	<i>HOURS</i>	<i>GRANT BUDGET</i>	<i>JUSTIFICATION</i>
Caressa Smith, Program Manager	\$38.50	1360	\$52,360.00	0.25 FTE for 2 years and 8 months = 1360 hours The Program Manager will direct the grant project with special attention to enhancing the data collection process, including the introduction of participant surveys and other methods of qualitative feedback.
Melissa Buchholz, Manager, Market Grants	\$46.59	544	\$25,344.51	0.10 FTE for 2 years and 8 months = 544 hours The Manager, Market Grants will ensure compliance with grant reporting, policies and other requirements. The overall

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				purpose is to ensure the documentation and financial reconciliation for this grant is "audit-ready."
SUBTOTAL			\$77,704.51	
FRINGE BENEFITS			\$27,973.62	Per Adventist Health Policy, fringe benefits in grant budgets are estimated at 36% in 2024. This is based on an 18-month analysis that is updated every year.
TOTAL PERSONNEL			\$105,678.14	
TRAVEL				
LINE ITEM	UNIT COST	QUANTITY	GRANT BUDGET	DESCRIPTION
Bus Passes	\$10.00	160	\$1,600	2 bus passes x 8 anticipated participants x 10 trips = 160 bus passes These bus passes will provide assistance to participants who experience transportation as a barrier to obtain housing, care or education.
TOTAL TRAVEL			\$1,600.00	
MATERIALS/SUPPLIES				
LINE ITEM	UNIT COST	QUANTITY	GRANT BUDGET	DESCRIPTION
Housing Items	\$625.80	8	\$5,006.38	Based on historical expenditures, the team estimates that participants will each need to spend about \$2,000 each on furniture and home essentials once they transition to permanent housing. Adventist Health will request roughly \$625.80 per resident from this grant budget.
Computer	\$3,000.00	1	\$3,000.00	This would fund a computer for Hope Center that the youth could use for schoolwork and applications. The computer

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				would stay at Hope Center, and participants would share it.
TOTAL MATERIALS/SUPPLIES			\$8,006.38	
CONTRACTS				
LINE ITEM	UNIT COST	QUANTITY	GRANT BUDGET	DESCRIPTION
FOOD	\$206.35	60	12,381.00	The most difficult expense to secure funding for is food for Hope Center. This is a nonnegotiable, as participants need access to two meals each day. Food for the shelter costs approximately \$4,333.33 per month. \$4,333.33 / 21 participants = \$206.35 per participant per month \$206.35 x 8 participants x 7.5 months (midpoint of anticipated stay) = \$12,381
TOTAL CONTRACTS			\$12,381.00	
TOTAL EXPENSES			\$127,665.52	

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EXHIBIT C – COMPLIANCE PROVISIONS

- INFORMATION INTEGRITY AND SECURITY.** Contractor shall immediately notify County of any known or suspected breach of personal, sensitive and confidential information related to Contractor's work under this Agreement.
- NON-DISCRIMINATION.** During the performance of this Agreement, Contractor shall not unlawfully deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and

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applicants for employment are free of such discrimination. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., title. 2, §11105.)

3. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS.

3.1 The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

- A. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- B. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and
- D. Have not, within a three-year period preceding this Agreement, had one or more public transactions terminated for cause or default.

3.2 Contractor shall report immediately to County, in writing, any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.

4. AGREEMENTS IN EXCESS OF \$100,000. Contractor shall comply with all applicable orders or requirements issued under the following laws:

- 4.1 Clean Air Act, as amended (42 USC 1857).
- 4.2 Clean Water Act, as amended (33 USC 1368).

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- 4.3 Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)
- 4.4 Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

5. INDEMNIFICATION AND HOLD HARMLESS. Contractor shall indemnify and defend County and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with Contractor's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of County. Contractor's obligations under this Section

6. STANDARD OF CARE. Contractor represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted practices.

7. INTEREST OF CONTRACTOR. Contractor assures that neither it nor its employees has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

8. DUE PERFORMANCE – DEFAULT. Each party agrees to fully perform all aspects of this agreement. If a default to this agreement occurs then the party in default shall be given written notice of said default by the other party. If the party in default does not fully correct (cure) the default within 30 days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time period for corrective action of the party in default may be extended in writing executed by both parties, which must include the reason(s) for the extension and the date the extension expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

9. INSURANCE.

9.1 Contractor shall procure and maintain Workers' Compensation Insurance for all of its employees.

9.2 Contractor shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to

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endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.

9.3 Contractor shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence.

9.4 Contractor shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to County certificates of insurance naming the County of Lake as additional insured. Contractor agrees to provide to County, at least 30 days prior to expiration date, a new certificate of insurance.

9.5 In case of any subcontract, Contractor shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors shall provide certificates of insurance naming the County of Lake as additional insured and shall submit new certificates of insurance at least 30 days prior to expiration date. Contractor shall not allow any subcontractor to commence work until the required insurances have been obtained.

9.6 For any claims related to the work performed under this Agreement, the Contractor's insurance coverage shall be primary insurance as to the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

9.7 The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

Concerning General Liability the County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds for Bodily Injury and Completed Operations liability arising from Contractors services as it pertains to this Agreement. Concerning Auto Liability the County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds for liability arising from Contractors services as it pertains to this Agreement. Contractor shall not commence work under this Agreement until Contractor has had delivered to County the Additional Insured Endorsements required herein.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

9.8 Insurance coverage required of Contractor under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

9.9 Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude County from

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taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

9.10 Any failure of Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

9.11 Self Insurance. Notwithstanding anything to the contrary, County acknowledges that Adventist Health Clearlake Hospital, Inc's participation in Adventist Health's programs of self-insurance are deemed to satisfy all insurance requirements as specified above.

10. ATTORNEY'S FEES AND COSTS. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such part may be entitled.

11. ASSIGNMENT. Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of County except that claims for money due or to become due Contractor from County under this Agreement may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to County. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

12. PAYROLL TAXES AND DEDUCTIONS. Contractor shall promptly forward payroll taxes, insurances and contributions to designated governmental agencies.

12. INDEPENDENT CONTRACTOR. It is specifically understood and agreed that, in the making and performance of this Agreement, Contractor is an independent contractor and is not an employee, agent or servant of County. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result agreed for herein.

Contractor is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security and payroll tax withholding.)

13. OWNERSHIP OF DOCUMENTS. All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Contractor hereunder are the property of County.

14. SEVERABILITY. If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

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15. ADHERENCE TO APPLICABLE DISABILITY LAW. Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

16. SAFETY RESPONSIBILITIES. Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. Contractor agrees that in the performance of work under this Agreement, Contractor will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.

17. JURISDICTION AND VENUE. This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.

18. RESIDENCY. All independent contractors providing services to County for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.

19. NO THIRD-PARTY BENEFICIARIES. Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

20. UNUSUAL OCCURRENCE REPORTING. Contractor is required to have procedures for reporting unusual occurrences relating to health and safety issues. Contractor shall report to County any unusual events, accidents, or injuries requiring medical treatment for clients, staff, or members of the community. An unusual occurrence shall be reported to the County in writing (or electronic mail) as soon as possible but no later than three (3) working days of the Contractor's knowledge of the event. An unusual occurrence is subject to investigation by Lake County Behavioral Health Services; and upon a request, a copy of the County's investigation shall be made available to the State Department of Behavioral Health, which may subsequently conduct its own investigation.

21. OVERSIGHT. Lake County Behavioral Health Services shall conduct oversight and impose sanctions on the Contractor for violations of the terms of this Agreement, and applicable federal and state law and regulations, in accordance with Welfare & Institutions Code 14712(3) and CCR, Title 9, Section 1810.380 and 1810.385.

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Agree_CoCHHAP_BH1

Final Audit Report

2025-07-16

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