

**HEALTH SERVICES AS LEAD AGENCY FOR THE LAKE COUNTY CONTINUUM
OF CARE AND HOPE IS RISING LAKE COUNTY DBA
HOPE RISING LAKE COUNTY FOR THE HOPE CENTER PROJECT FOR
FOR FISCAL YEAR 2020-21**

This Agreement is made and entered into by and between the County of Lake, hereinafter referred to as "County," and Hope Is Rising Lake County DBA Hope Rising Lake County for Fiscal Year 2020-21, hereinafter referred to as "Contractor," collectively referred to as the "parties."

- 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**, the Agreement shall prevail.
- 2. TERM.** This Agreement shall be effective on the date executed by the parties and shall terminate upon payment of compensation to contractor in the amount provided in section 3 herein. 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 Two Hundred Thousand Dollars (\$200,000.00).**

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.

- 4. TERMINATION.** This Agreement may be terminated by mutual consent of the parties or by County upon 30 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 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.

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County of Lake
Lake County Behavioral Health
PO Box 1024
6302 Thirteenth Avenue
Lucerne, CA 95458-1024
Attn: Todd Metcalf, MPA
Behavioral Health Director

Hope Rising Lake County.
371 Lakeport Boulevard
P.O. Box 294
Lakeport, CA 95453

Attn: Allison Panella
Executive Director

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**, entitled, "**Compliance Provisions**", attached hereto and incorporated herein in addition to all other applicable federal, state and local laws, regulations and policies.

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

HOPE RISING LAKE COUNTY

Chair, Board of Supervisors


Allison C. Panella (Sep 8, 2020 09:27 PDT)

Allison Panella, Executive Director

Date: _____

Date: 09/08/2020

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel

ATTEST:
CAROL J. HUCHINGSON
Clerk to the Board of Supervisors

By:  _____

By: _____

Date: 9-7-2020

Date: _____

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EXHIBIT A – SCOPE OF SERVICES

1. CONTRACTOR'S RESPONSIBILITIES. Contractor acknowledges the commitment to construct and operate Hope Center as a new location that will be serving the unsheltered homeless population in Lake County. Contractor agrees to show preference to serve mentally ill homeless residents of Lake County who are ready and willing to accept Hope Center housing participant agreements. Occupancy will be defined as the date where renovation is complete and the Lake County Behavioral Health Services issues a Certificate of Occupancy to Hope Rising Lake County.

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.

1.2 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.

1.3 Contractor shall take all responsibility for the work performed in acquisition, construction and operation of Hope Center and shall, at its own cost, defend, indemnify, release and hold harmless Lake County Behavioral Health Services, its officers, officials, directors, employees, agents and volunteers ("Indemnitees"), from and against any and all third party liability, damages, losses, claims, demands, actions, and costs including attorney's fees and expenses ("Liabilities") of every kind, nature, and description, directly or indirectly arising from or connected with the performance of the work specified in this contract.

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

3. DESCRIPTION OF SERVICES. The parties acknowledge the commitment to operate the Hope Center located at 3400 Emerson Street, Clearlake, CA as a location to provide shelter exclusively to the unsheltered homeless population currently residing within the jurisdiction of Lake County. Occupancy will be defined as the date where renovation is complete and the Lake County Behavioral Health Services issues a Certificate of Occupancy to Hope Rising Lake County.

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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. **PAYMENT TERMS.** Lake County Behavioral Health Services has received \$200,000 from the Homeless Mentally Ill Outreach and Treatment Program grant, which have been allocated specifically for housing for the unsheltered mentally ill population, and for which the Hope Center qualifies. Lake County Behavioral Health Services will provide \$200,000 upon execution of this contract to Hope Is Rising Lake County for facility improvements at the Hope Center, (3400 Emerson Street, Clearlake, CA) with the following conditions:

- a. The parties acknowledge the commitment to operate the Hope Center as a location to serve the unsheltered homeless population in Lake County. Occupancy will be defined as the date when renovation is complete and the Lake County Behavioral Health Services issues a Certificate of Occupancy to Hope Rising Lake County.
- b. Hope Is Rising Lake County agrees to show preference to mentally ill homeless residents of Lake County who are ready and willing to accept Hope Center housing participant agreements.

The Lake County Behavioral Health Services will not be an owner or have any role in the operation of the Hope Center. Accordingly, Hope Rising Lake County shall take all responsibility for the work and shall, at its own cost, defend, indemnify, release and hold harmless Lake County Behavioral Health Services, its officers, officials, directors, employees, agents and volunteers ("Indemnitees"), from and against any and all third party liability, damages, losses, claims, demands, actions, and costs including attorney's fees and expenses ("Liabilities") of every kind, nature, and description, directly or indirectly arising from or connected with the performance of the work specified in this contract.

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EXHIBIT C – COMPLIANCE PROVISIONS**

1. **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.

2. **NON-DISCRIMINATION.** Contractor shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

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.

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. **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 party 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

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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. 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. In the event of the termination of this Agreement for any reason whatsoever, Contractor shall promptly turn over all said reports, drawings, renderings, information, and/or other documents or materials to County without exception or reservation.

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.

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.

18. 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.

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- 19. 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.
- 20. 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.






Hope Rising FY 20-21

Final Audit Report

2020-09-08

Created:	2020-09-08
By:	Stephanie.Wilson@lakecountyca.gov
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-  Email viewed by Allison C. Panella (allison@hoperisinglc.org)
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-  Document e-signed by Allison C. Panella (allison@hoperisinglc.org)
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-  Signed document emailed to Stephanie.Wilson@lakecountyca.gov and Allison C. Panella (allison@hoperisinglc.org)
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