

**AGREEMENT BETWEEN COUNTY OF LAKE - LAKE COUNTY BEHAVIORAL
HEALTH SERVICES AS LEAD AGENCY FOR THE LAKE COUNTY CONTINUUM
OF CARE AND ELIJAH HOUSE
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 Elijah House, hereinafter referred to as "Contractor," collectively referred to as the "parties."

Recitals

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 of assistance and prevention of homelessness through the funding of the Homeless, Housing Assistance and Prevention program; and

WHEREAS, Contractor, a nonprofit organization has responded to that Request for Proposals, is well-qualified to provide the services necessary to assist individuals, including youth, in housing assistance and supportive services; and

WHEREAS, LCBHS recommends the selection of Contractor to provide the above described services.

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/B 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 Exhibit A – Definitions, Exhibit B – Scope of Services, Exhibit C – Fiscal Provisions, and Exhibit D – Compliance Provisions, the Agreement shall prevail.

2. **TERM.** This Agreement shall commence on December 1, 2020, and shall terminate on November 30, 2022, 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 "B" (Scope of Services), attached hereto. Compensation to Contractor shall not exceed **One Hundred and Two Thousand Two Hundred Dollars** (\$102,200.00).

The County shall compensate Contractor for services rendered, in accordance with the provisions set forth in Exhibit "C" (Fiscal Provisions), attached hereto, provided that Contractor is not in default under any provisions of this agreement. Compensation to Contractor is contingent upon appropriation of federal, state and county funds.

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

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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 Lake County Behavioral Health Services Director, Todd Metcalf, M.P.A.

6. **NOTICES.** All notices between the parties shall be in writing addressed as follows:

County of Lake
Behavioral Health Services
P.O. Box 1024
Lucerne, CA 95458
Attn: Todd Metcalf, Director

Elijah House
2167 Montgomery Street, Ste A
Oroville, CA 95965
Attn: John Mitchell

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

Exhibit A – Definitions
Exhibit B – Scope of Services
Exhibit C – Fiscal Provisions
Exhibit D – Compliance Provisions

8. **TERMS AND CONDITIONS.** Contractor warrants that it will comply with all terms and conditions of this Agreement and Exhibits, and 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.

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Executed at Lakeport, California on _____.

COUNTY OF LAKE

ELIJAH HOUSE

Joseph Henderson

CHAIR, Board of Supervisors

Joe Henderson CEO

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

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel

By: _____

By: _____


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EXHIBIT "A" – DEFINITIONS

1. Partnerships for Development and/or Supportive Services

EH: Elijah House

Ongoing operations budget, service provision, project management, fiscal management, compliance with COVID protocols and terms of contract with county

NS: Sierra Health and Wellness

SUD Support Groups Joe Henderson
2167 Montgomery St
Suite A
Oroville, CA 95965
(530) 854-4119

AH: Adventist Health

Assist with connecting clients to appropriate medical care. This may include enrollment in Intensive Outpatient Case Management (IOPCM), Live Well, finding a Primary Care Physician, monthly nursing/doctor visits to shelter. AH will partner with EH to provide staff training for Trauma Informed Care, Motivational Interviewing, and sharing best practices learned from operating Project Restoration, a transitional medical respite house servicing people experiencing homelessness who are high utilizers of local services.

Russell Perdock, Director of Community Well-Being, Adventist Health
Rev. Shannon Kimbell-Auth, Manager Community Well-Being, Adventist Health Dr. Marilyn Wakefield, Care Management Manager, Adventist Health

COC: The Lake County Continuum of Care for the Homeless

Entity that has established as its number one priority to provide support for the development and ongoing operations of a shelter in Clearlake and in North Lake County. To this end they will provide administrative support for reporting requirements to HUD and administrative assistance in identifying sustainable funding as appropriate.

Scott Abbott, Program Manager- MHSA and Housing, Lake County Behavioral Health

HRLC: Hope Rising Lake County

HRLC is a 501(c) non-profit organization which serves as a neutral convener to align health systems, county leaders, and nonprofit organizations to leverage resources to improve the overall health and wellness of Lake County. In identifying issues, developing innovative solutions, and implementing actions with accountability and measurable outcomes, Hope Rising has driven the work which provides support for the underserved of Lake County.

Allison Panella, Executive Director, Hope Rising Lake County

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EXHIBIT "B" – SCOPE OF SERVICES

1. CONTRACTOR 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.

1.2 Contractor agrees to extend to County, 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 will continue to provide a safe place for persons experiencing homelessness to shelter in place guided by California COVID-19 prevention and containment protocols for temporary shelters as long as the public health emergency is active. This shall include, but is not limited to, spatially distant sleeping accommodations, meal provision, connections to medically indicated services and supplies, such as testing; all CDC guidelines will be followed in the provision of these services to ensure that the facility remains infection free. If isolation is needed, protocol will be followed, and we will operate in close consultation with Public Health

1.4 Contractor shall provide 24/7 staffing and individualized Case Management for each client with a goal of providing whole person care. Case Management services will assist in connecting individuals with resources, such as mental health, physical health, substance use disorder services and support groups. Additionally, case management will continue to address the issues that have compromised clients' ability to obtain and maintain employment and self-sufficiency. During their stay, all clients will have access to staff who have a background in substance abuse and mental health. These staff will be able to provide support groups and support sessions for guests to help them cope during this difficult period.

2. RECORDS RETENTION. 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 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.

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

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3. REPORTING REQUIREMENTS. Contractor agrees to keep records by using Homeless Management Information System to track data. Contractor agrees to provide County with quarterly reporting as required by State or Federal agencies for compliance with this Agreement.

Contractor shall maintain an expenditure report which shall contain detailed information including the following:

- A. An ongoing tracking of the specific uses and expenditures of any program funds broken out by uses listed below, including the current status of those funds:
 - a) Diversion
 - b) Prevention
 - c) Shelter
 - d) Services and infection control
 - e) Other
- B. Any additional information that Agency requests

4. DESCRIPTION OF SERVICES.

4.1 Contractor will add a dedicated full-time housing navigator to the Emergency shelter and Housing Hub currently operating from 1111 Whalen Way in Lakeport CA, to work with clients and Elijah House staff to prioritize housing goals and identify permanent housing obstacles.

4.2 Provide each client case management, access to education, job development, and support services on-site.

4.3 Provide Housing Vouchers for use of move in costs, deposit, first month's rent, PG&E and/or other costs associated with establishing housing for 10 clients per year.

4.4 Work in partnership with Hope Rising for rapid rehousing for Transition Age Youth (TAY).

4.5 Contractor will provide a minimum of 20 year round beds to clients by end of year 2.

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EXHIBIT "C" – 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.** County has received \$202,400 from the Homeless Housing, Assistance and Prevention Program grant on behalf of the LCCoC, which have been allocated specifically for a housing navigation center, and for which Elijah House qualifies.

2.1 County will provide the initial grant of \$101,200.00 (One Hundred One Thousand Two Hundred Dollars) to Contractor.

2.2 County will provide the second installment of \$101,200.00 (One Hundred Thousand Two Hundred Dollars) on or after December 1, 2021, if following requirements are met as follows:

- a. Contractor agrees to hire a Housing Navigator to provide wrap around services to clients.
- b. Contractor agrees to use a minimum of 8% (\$8,000.00) of grant monies to provide rapid rehousing to Transition Aged Youth by means of working with Redwood Community Services.
- c. Contractor will assist in housing for a minimum of 10 clients per year.

3. **INVOICES.** Contractor shall invoice County for both the amounts above; the first invoice upon the execution of this contract. The second invoice upon the LCCoC determining the above requirements have been met. Contractor's invoices shall be submitted electronically by email to LCBHS_Fiscal@Lakecountyca.gov.

4. **AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS**

4.1 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.

4.2 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.

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

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- 5. BUDGET.** The Contractor's budget 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.

HHAP Funds Requested										\$ 202,400.00
EXPENSE	SHIFT	RATE/HOUR	HRS	RATE/MONTH	RATE/YEAR	BENEFITS	Year 1	Year 2	Year 3	3 YEAR TOTAL
Housing Navigator	Day	\$ 20.00	FTE	\$ 3,200.00	\$ 38,400.00	\$ 11,904.00	\$ 50,304.00	\$ 51,813.12	\$ 53,367.51	\$ {155 ,484 .63}
Housing Vouchers/Rent Subsidy		\$		636.82	\$ 7,641.79		\$ 7,641.79	\$ 7,641.79	\$ 7,641.79	\$ {22,925.37}
Training					\$ 650.00		\$ 650.00	\$ 650.00	\$ 650.00	\$ {1,950.00}
Travel					\$ 600.00		\$ 600.00	\$ 600.00	\$ 600.00	\$ {1,800.00}
Misc Ad min {10%}		\$		562.22	\$ 6,746.67		\$ 6,746.67	\$ 6,746.67	\$ 6,746.67	\$ {20,240.00}
Sub-Total		\$		4,399.04	\$ 54,038.46		\$ 65,942.46	\$ 67,451.58	\$ 69,005.97	

TOTAL FUNDING NEED **\$ (202,400.00)**

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EXHIBIT “D” – 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).

4.3 Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)

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- 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 shall survive the termination of the Agreement.

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

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(\$1,000,000) combined single limit coverage per occurrence, including but not limited to 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 procure and maintain Professional Liability Insurance for the protection against claims arising out of the performance of services under this Agreement caused by errors, omissions or other acts for which Contractor is liable. Said insurance shall be written with limits of not less than one million dollars (\$1,000,000).

9.5 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.

9.6 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.

9.7 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.

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

The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Contractor's insurance on Form CG 20 10 11 85. 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.

9.9 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.

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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 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.

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.

13. 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 contracted 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.)

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

15. 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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16. 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.

17. HIPAA COMPLIANCE. Contractor will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.

18. 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.

19. 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.

20. 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.

21. 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.

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Elijah House HHAP CoC FY 20-21

Final Audit Report

2020-12-07

Created:	2020-12-07
By:	Scott Abbott (Scott.Abbott@lakecountycalifornia.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbli5BkzdjisFtH8q2i9D6hEt5xjIEofN

"Elijah House HHAP CoC FY 20-21" History

-  Document created by Scott Abbott (Scott.Abbott@lakecountycalifornia.gov)
2020-12-07 - 11:46:58 PM GMT- IP address: 208.91.28.66
-  Document emailed to Joseph Henderson (joe@elijahhouseliving.com) for signature
2020-12-07 - 11:48:22 PM GMT
-  Email viewed by Joseph Henderson (joe@elijahhouseliving.com)
2020-12-07 - 11:50:28 PM GMT- IP address: 12.238.89.50
-  Document e-signed by Joseph Henderson (joe@elijahhouseliving.com)
Signature Date: 2020-12-07 - 11:50:52 PM GMT - Time Source: server- IP address: 12.238.89.50
-  Agreement completed.
2020-12-07 - 11:50:52 PM GMT