

**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 2021-22**

This Agreement is made and entered into by and between the County of Lake, hereinafter referred to as “County,” and Adventist Health Clear Lake 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 of Emergency Shelter and Rapid Rehousing of homelessness through the funding of the Emergency Solutions Grant – Coronavirus Round 2; and

WHEREAS, Contractor, a nonprofit organization has responded to that Request for Proposals, is well-qualified to provide the services necessary to assist individuals by way of multiple agencies cooperating to provide Emergency Shelter and Rapid Rehousing services; and

WHEREAS, after a formal selection process, LCCoC and LCBHS recommend 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, Adventist Health Clear Lake 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/E**, the Agreement shall prevail.
- 2. TERM.** This Agreement shall commence on **September 1, 2021, and shall terminate on August 31, 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 A**, titled, “**Scope of Services.**” **Compensation to Contractor shall not exceed Three Hundred Forty Three Thousand Dollars. (\$343,000.00).**

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.

**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 2021-22**

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
Lake County Behavioral Health Services
PO Box 1024
6302 Thirteenth Avenue
Lucerne, CA 95458-1024
Attn: Todd Metcalf, M.P.A.
Behavioral Health Services Director

Adventist Health Clear Lake
15630 18th Avenue
Clearlake, CA 95422

Attn: Rachelle Damiata
Manager, Grants and Community
Development

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
Exhibit D – Business Associate – Qualified Service Organization Agreement
Exhibit E -

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, Exhibit C**, titled, “**Compliance Provisions,**” attached hereto and incorporated herein in addition to all other applicable federal, state and local laws, regulations and policies.

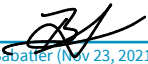
**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY BEHAVIORAL
HEALTH SERVICES AS LEAD AGENCY FOR THE LAKE COUNTY CONTINUUM
OF CARE AND ADVENTIST HEALTH CLEAR LAKE HOSPITAL, Inc. FOR
FISCAL YEAR 2021-22**

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.

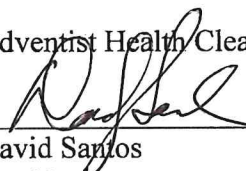
//

COUNTY OF LAKE


Bruno S. B. (Nov 23, 2021 18:19 PST)

Chair
Board of Supervisors

Adventist Health Clear Lake Hospital, Inc.

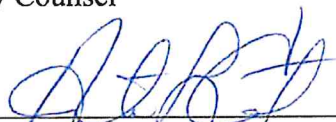

David Santos
President

Date: 11/23/2021

Date: 11.1.21

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel

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

By: 

By: 
Johanna DeLong (Nov 23, 2021 13:06 PST)

Date: 11-20-21

Date: 11/23/2021



**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 2021-22**

IN WITNESS WHEREOF, each Party hereby executes this Agreement as of the Effective Date.

Adventist Health Clear Lake Hospital

By: 

Name: David Santos
Title: President

Lake County Behavioral Health Services

By: 

[Todd Metcalf \(Dec 1, 2021 14:19 PST\)](#)

Name: Todd Metcalf, M.P.A
Title: Behavioral Health Services Director

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

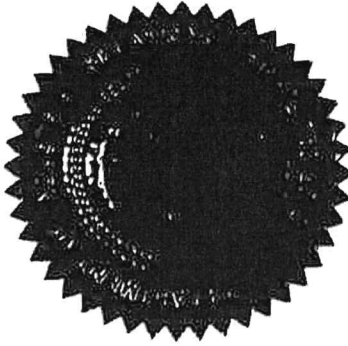
NUMBER 2061-Q

CERTIFICATE OF CONSENT TO SELF-INSURE

Adventist Health Clearlake Hospital, Inc. (a CA corporation)
THIS IS TO CERTIFY, That Subsidiary of Adventist Health System-West

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause shown.*



EFFECTIVE:

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

THE 1st DAY OF July 2001

STEPHEN J SMITH

DIRECTOR

Mark B. Ashcraft
MARK B. ASHCRAFT
MANAGER

* Revocation of Certificate.—"A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of such employer, the inability of the employer to fulfill his obligations, or the practice by such employer or his agent in charge of the administration of obligations under this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him." (Section 3702 of Labor Code.) The Certificate may be revoked for noncompliance with Title 8, California Administrative Code, Group 2—Administration of Self-Insurance.

21.22.122 Adventist Health Clearlake ESG-CV Round 2 FY 2020-21

Final Audit Report

2021-12-01

Created:	2021-12-01
By:	Scott Abbott (Scott.Abbott@lakecountyca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7PzcawgONfAiT2PnzuYnVxWVljA6hUnf

"21.22.122 Adventist Health Clearlake ESG-CV Round 2 FY 2020-21" History



Document created by Scott Abbott (Scott.Abbott@lakecountyca.gov)

2021-12-01 - 9:36:09 PM GMT- IP address: 208.91.28.66



Document emailed to Todd Metcalf (todd.metcalf@lakecountyca.gov) for signature

2021-12-01 - 9:36:44 PM GMT



Email viewed by Todd Metcalf (todd.metcalf@lakecountyca.gov)

2021-12-01 - 10:18:35 PM GMT- IP address: 208.91.28.66



Document e-signed by Todd Metcalf (todd.metcalf@lakecountyca.gov)

Signature Date: 2021-12-01 - 10:19:31 PM GMT - Time Source: server- IP address: 208.91.28.66



Agreement completed.

2021-12-01 - 10:19:31 PM GMT