

AGREEMENT BETWEEN THE COUNTY OF LAKE AND HOSPICE SERVICES OF LAKE COUNTY FOR AN MHSA MINI GRANT AWARD 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 HOPSICE SERVICES OF LAKE COUNTY, hereinafter referred to as “Contractor,” collectively referred to as the “parties.”

WHEREAS, County provides mental health services to residents of Lake County; and

WHEREAS, County oversees the Mental Health Services Act (MHSA) program; and

WHEREAS, County issued an RFP for the award of mini grants to support activities in the community to support the mental health and wellbeing of residents; and

WHEREAS, Contractor was awarded a “mini grant” through the MHSA program for the “**Wings of Hope Mini-Camps for Children**” effective July 1, 2021; and

WHEREAS, Contractor has the expertise to develop prevention-oriented activities to address one of the following Key Community Needs and focus on one or more of the following Priority Populations:

Key Community Needs:

- Disparities in Access to Mental Health Services
- Psycho-Social Impact of Trauma
- At-Risk Children, Youth, and Youth Adult Populations
- Stigma and Discrimination
- Suicide Risk and/or Prevention

Priority Populations:

- Trauma Exposed Individuals
- Individuals Experiencing the Onset of a Serious Mental Illness
- Children and Youth in Stressed Families
- Children and Youth at Risk of School Failure
- Children and Youth at Risk of Experiencing Juvenile Justice Involvement
- Underserved Cultural Populations

- 1. COMPENSATION.** Contractor has been selected by County to provide services described hereunder in Exhibit “B” (Scope of Services), attached hereto. Compensation to Contractor shall not exceed **Two Thousand Five Hundred Dollars (\$2,500.00)**.

The County shall compensate contractor for services rendered, in accordance with the provisions set forth in Exhibit “C” (County Responsibilities and 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.

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2. TERMINATION. This Agreement may be terminated by mutual consent of the parties of 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.

3. 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.

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

County of Lake	Hospice Services of Lake County
Behavioral Health Services	
PO Box 1024	1862 Parallel Drive
Lucerne, CA 95458	Lakeport, CA 95453
Attn: Todd Metcalf, MPA	Attn: Cindy Sobel
Behavioral Health Services Director	Executive Director

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

Exhibit A – Scope of Services
Exhibit B – County Responsibilities and Fiscal Provisions
Exhibit C – Compliance Provisions

6. 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.

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

LAKE COUNTY BEHAVIORAL HEALTH SERVICES

HOSPICE SERVICES OF LAKE COUNTY

Todd Metcalf

Todd Metcalf (Oct 29, 2021 14:09 PDT)

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

Date: _____

Cindy Sobel

Cindy Sobel (Oct 29, 2021 15:36 PDT)

Cindy Sobel
Executive Director

Date: _____

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EXHIBIT “A” – SCOPE OF SERVICES

The Contractor shall:

1. Provide prevention activity or activities which are defined in item 2 below, in accordance with their application for mini-grant funding.
2. Program Description:
 - a. Target population:
 - i. Those who survive the completed suicide of a friend or family member have specific difficulties in the grieving process. Many times, those who experience loss and grief when encountering a loss due to a completed suicide are socially isolated, discriminated from social experiences or stigmatized because of social norms. This contributes to a person’s inability to relate to suicide trauma to others based on a social bias either perceived or imposed upon by peers. A great number turn to negative coping mechanisms, such as self-harm, alcohol or other drug use, crime, or self-imposed isolation.
 - b. Services:
 - i. A “Bereavement Camp” will offer a nurturing, educational, and supportive environment for people within this population to rebuild their foundations, learn to better communicate and cope, access their feelings and thoughts by breaking the silence barrier. This will help them to find hope and prevent others from being at risk of attempting suicide.

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EXHIBIT B – COUNTY RESPONSIBILITIES AND FISCAL PROVISIONS

1. County shall pay \$2,500.00 to Cindy Sobel, fiscal agent of Hospice Services of Lake County, upon commencement of grant work outlined herein and approved within the prevention mini-grant application.
2. Expend all funds by 05/31/2022 and provide an accounting of all expenses incurred to County by 06/30/2022. If the Contractor is found by the County to have expended funds provided under this Agreement for any purpose or purposes other than those expressly and specifically provided herein, if Contractor otherwise fails to comply with the terms and conditions of this Agreement, or if services are not rendered, Contractor will reimburse County in an amount equal to such expenditures.
3. Include a “no-use” message in ALL activities funded under this grant and agree that any activity funded under this grant shall be alcohol- and drug-free.
4. County shall provide technical assistance upon request as may be required by Contractor. In signing, the Parties agree to the provisions of this Agreement.

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EXHIBIT C – COMPLIANCE PROVISIONS

1. County requires Contractor to submit:
 - a. Reports using the County-provided MHSA program project report format within 30 days upon completion of activity for a one-time event, to include:
 - i. Numbers served
 - ii. Narratives describing how the activity addressed in the Key Community Needs and Priority Populations as defined in the Prevention and Early Intervention Mini-Grant guidelines
2. Indemnification-Hold Harmless. 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 the County.
3. Automobile Liability Insurance. Contractor shall procure and maintain, at Contractor’s own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage, as owned, hired, leased, and non-owned vehicles used in connected with Contractor’s business in an amount not less than Three Hundred Thousand Dollars (\$300,000.00) combined single limit coverage per occurrence. In addition to the above, the Contractor may obtain or purchase Event Insurance and include the cost in the proposed budget attached hereto and made part of this Agreement.
4. In the performance of the work authorized under this Agreement, Contractor shall not unlawfully discriminate against any qualified worker because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age (over 40).
5. Contractor agrees to advise County of any changes to the proposed services provided by Contractor during the term of this Agreement. County shall have the right to periodically review these aspects of Contractor’s programs and to withdraw funding of said programs if County determines that such changes are not in the overall public interest of the County.

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