

Lake County Continuum of Care

Item #7 General meeting

Date: 10/3/2024

From: Bruno Sabatier

Subject: Homeless Management Information System Discussion

Summary: All agencies in the Continuum of Care are working to help end homelessness and provide the services required to do so. HMIS is an important part in our endeavor to end homelessness. It helps to track the needs and status of those experiencing homelessness providing referrals to the services they require to help move them forward away from homelessness.

I want us to go around the room during our meeting, both in person and on zoom, to discuss your engagement with HMIS to get a good understanding of who is using it, or is partially using it, so that we can bolster our services to ensure we are working in tandem with one another to provide the best outcomes for all of the folks that our services touch.

Lived Experience Stipend

A lived experience stipend is a form of compensation that can be given to people with lived experience for their time and expertise. It can be one of several ways to equitably value and compensate people with lived experience, which can also include an hourly rate, salary, or gift card.

Here are some things to consider when compensating people with lived experience:

- Level of engagement

The amount of effort, duration, and type of work should be considered when determining compensation. For example, a one-time interview or listening session may be compensated differently than developing and delivering a training.

- Training and preparation

Compensation should also be provided for any training, orientation, or capacity-building that is needed. This can include digital literacy, public speaking, interviewing skills, and more.

- Payment options

Some people with lived experience may not have a bank account or social security number, so gift cards or prepaid cards may be easier options.

- In-kind reimbursement

In addition to payment, organizations can consider providing in-kind reimbursement for meals, parking, childcare, and transportation.

- Timely payment

Lived experience contractors should be paid in a timely manner.

People with lived experience can offer unique expertise that cannot be learned in an educational or professional setting. Their contributions can be misconstrued as civic engagement, but their expertise should be valued as much as that of other experts.

Can CoC Planning Grant funds be used to provide payments or stipends through gift cards to people with lived experience who are assisting the CoC?

April 11, 2022

HUD AAQ response:

Stipends paid to people with lived experience who actively participate in CoC planning activities would be an eligible planning cost. Payments in any form must be consistent with the Collaborative Applicant's internal financial management policies and procedures and meet the conditions below.

Payment can be offered in ways that meet the needs and preferences of participants. This can include check, cash, gift cards, electronic gift cards, and electronic/virtual wallet (such as Venmo or Cash APP).

Section 578.39 of the CoC Program interim rules provides that collaborative applicants may use CoC planning funds for the costs of:

- Developing a communitywide or regionwide process involving the coordination of various stakeholders and homeless or formerly homeless individual,
- Determining the geographic area that the CoC will serve,
- Developing a CoC system,
- Evaluating the outcomes of projects for which funds are awarded in the geographic area (including funds awarded under the Emergency Solutions Grants program),
- Participating in the Consolidated Plan(s) of the jurisdiction(s) in the geographic area,
- Preparing and submitting the application to HUD on behalf of the CoC membership, and
- Monitoring recipients and subrecipients and enforcing compliance with program requirements.

The collaborative applicant would be responsible for documenting that the person was conducting work on eligible CoC planning activities, using time sheets or similar documentation. Additionally, the collaborative applicant would need to ensure that the stipend was reasonable according to Omni Circular 2 CFR 200.

Please note: this response has been provided based on the current requirements and guidance available. Notices or other HUD-issued guidance in the future may change the current requirements. Additionally, the response provided in this email is specific to the question you submitted and may not apply to similar questions. Therefore, please use discretion in providing the response to others, as the answer may not apply to their particular situations.



Memorandum of Understanding

This Memorandum of Understanding (MOU) has been created and entered on
DATE: _____

Between the following:

Adventist Health Clear Lake Pathways HUB, 15630 18th Avenue, Clearlake, CA 95422-
referred to as HUB throughout this document.

and

Lake County Continuum of Care (CA-529), Lake County Behavioral Health
Services, PO Box 1024, Lucerne, CA 95458 - referred to as CoC throughout this
document.

and

Care Coordination Agency Name _____, Agency Address _____ -
referred to as CCA throughout this document.



Memorandum of Understanding

I. Introduction and Goals:

1. The HUB, CoC, and CCA are committed to administering the Coordinated Entry System (CES) referrals in accordance with all program requirements
2. The HUB's goals and standards of success in administering the program are Goal: To coordinate participant intake assessments and provision referrals to assist individuals and families experiencing homelessness or at risk of homelessness in the geographical area who are seeking housing.
3. HUB, CoC, and CCA commitment to equitably serving clients in Lake County, California, and the surrounding that the CoC covers and to collaboratively collect sufficient data to analyze how referrals are allocated, to whom with the ability to analyze for equity and retention of housing stability over time.
4. Identification of staff positions at the HUB and CoC who will serve as the lead liaisons.
 - HIMS Administrator: Melissa Kopf
 - HUB: Heather Frawley, Project Manager
 - CoC: Bruno Sabatier, CoC Chair
 - CCA: Name, Title

II. Project

1. The HUB, which is associated with the CoC's Coordinated Entry System (CES), was initiated by the CoC to provide care coordination and closed-loop referrals to identified client populations located in Lake County, California who are underserved by the healthcare system(s), community-focused services, and homeless individuals and families who meet the CoC definitions in placeholder. The Care Coordination Agency, in combination with other entities under memorandum of understanding with the HUB and CoC, will provide this care coordination using the Pathways model and systems.
2. Defined populations for CES referrals by the CoC
 - a. Homeless.
 - b. At risk of homelessness.
 - c. Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking; or



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- d. Recently homeless and for whom providing rental assistance will prevent the family's homelessness or having a high risk of housing instability.
3. Additionally, the CoC's CES will assess individuals who fit the above criteria with a vulnerability assessment and chronicity of the persons' homelessness. Families with children are also a defined priority.
4. Finally, to help mitigate any service disparities discovered in Lake County's Homelessness System because of data collection in the Homeless Management Information System (HMIS) and the Point in Time (PIT) count.

III. **Purpose and Scope**

The Parties intend for this Memorandum to provide the cornerstone and structure for all future contracts being considered by the Parties which may be related to the project.

IV. **Responsibility and Obligations of the Parties**

1. **Duties of the Care Coordination Agency**

The Care Coordination Agency shall, subject to the direction of the HUB and the HUB's Policies and Procedures:

- e. provide care coordination to clients using community health workers (CHW)/community care coordinators (CCC) who have been trained in the Pathways model and systems
- f. track its service to clients using Pathways to document progress and outcomes in the HUB's data system
- g. identify unserved and underserved individuals within the identified populations and enroll them as care coordination clients through the HUB



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1. Duties of the Care Coordination Agency(continued)

- h.** maintain all client data in compliance with all applicable requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and all regulations promulgated thereunder (including (but not limited to) the HIPAA Privacy Rule and Security Rule) and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH") and all regulations promulgated thereunder.
- i.** enter into a HIPAA Business Associate Agreement with the HUB, and with any other entity with which it shares client data.
- j.** modify its consent/release of information agreement, to be signed by clients to authorize the required sharing of PHI information throughout the HUB and its affiliates. The HUB will review Care Coordination Agency's consent documents and advise as to any modifications necessary, to be in compliance with HUB requirements.
- k.** secure proper authorization, in writing or electronically secure, from clients prior to the gathering of client PHI;
- l.** transmit to the HUB, within 48 hours, properly executed client consent authorization. Transmission of these consents must be in compliance with HIPAA/HITECH and HUB standards, some of which are, but not inclusively, within the HUB's secure system, secure email, secure fax, and the HUB's Direct Messaging system;
- m.** attend 90% of advisory board meetings and work collaboratively and respectfully with other HUB advisory members to identify community needs, review HUB initiatives, evaluate HUB initiative results, and support the HUB mission, initiatives, and objectives at all times within the community;
- n.** support its community health workers and care coordinators for enrichment and personal growth through required attendance at all HUB-requested care coordination training sessions. Proper advance notice will be provided to the agencies and coordinators as per HUB policy;
- o.** Identify, offer, and provide supportive services to CES families as needed, including identifying potential housing, if available, and assisting in negotiation with the property owner, if applicable.

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- p. supervise, according to HUB requirements, the care coordinators and community health workers in the agency's charge, to achieve a high standard of care for its clients and high quality of service;
- q. work and innovate, collaboratively and respectfully, with other HUB contracted agencies and direct service providers to transform health and reduce risks faced within the communities served; and,
- r. perform quality improvement and quality assurance activities according to HUB standards.

2. Services Provided to Eligible CES Referrals

- j. The CoC and its partnering service providers will support individuals and families in completing applications and obtaining necessary supporting documentation to support referrals and applications for assistance while aiding households in addressing barriers.
- k. The CoC and its partnering service providers will support the HUB in ensuring appointment notifications to eligible individuals and families and will assist eligible households in getting to meetings with the HUB.
- l. The CoC and its partnering service providers will provide housing search assistance for eligible individuals and families, assisting in negotiating with property owners to accept the vouchers.
- s. The CoC and its partnering service providers will provide counseling on compliance with rental lease requirements.
- t. The CoC and its partnering service providers will assess individuals and families who may require referrals for assistance with security deposits, utility hook-up fees, and utility deposits.
- u. The CoC and its partnering service providers will assess and refer individuals and families to benefits and supportive services, where applicable.
- v. Partnering service providers will ensure services are culturally relevant and tailored to individual needs, language needs are accommodated, preferences are taken into account, and people are in the driver's seat of their own housing and services plan.



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3. **Duties of the Hub**

The HUB will

- a. refer clients to the Care Coordination Agency;
- b. develop referral network(s) with providers, clinics, hospitals, and government-based services, as appropriate, to increase the community members served and reached;
- c. provide supervision, data processing, and reporting services;
- d. provide or arrange for training for the CCA's care coordinators in the Pathways Method and the use of the HUB data system;
- e. support the CCA's in performing quality improvement and quality assurance activities;
- f. maintain all client data in compliance with all applicable requirements of HIPAA, HITECH, and all regulations promulgated thereunder.
- g. communicate and report HUB initiative results and achievements to the HUB advisory board and the community.
- h. enter into a HIPAA Business Associate Agreement with the CCA's if the Care Coordination Agency is a "covered entity" as defined in HIPAA; and,
- i. promptly communicate to the CCAs any change in the HUB's Policies and Procedures Manual, or any other document or procedure governing the activities of the CCAs.
- j. Coordinate and consult with the CoC in developing the services and assistance to be offered under the CES.
- k. Accept direct referrals for eligible individuals and families through the CoC Coordinated Entry System or alternate means as allowed by HUD.
- l. Work to ensure that the application, certification, and voucher issuance processes are completed in a timely manner.
- m. Work to ensure that inspections of units are completed in a timely manner.
- n. Designate a staff to serve as the lead CES referrals liaison.
- o. Collaborate with the CoC to ensure sufficient data collection to analyze how CES referrals are allocated, including the ability to disaggregate data by race, ethnicity,

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disabling condition, age, household type, and other intersections of individual and household identity the community sets as a priority to be able to analyze for equity.

- p. Comply with the provisions of this MOU.

4. **CoC Roles and Responsibilities**

- a. Designate and maintain a lead CES liaison to communicate with the HUB.
- b. Prioritize individuals and families based on the following criteria, (CES criteria subject to change based on the community homeless prioritization sub-demographics):
 - CES criteria:
 - i. Homeless;
 - ii. At Risk of Homelessness;
 - iii. Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking;
 - iv. Recently homeless and for whom providing rental assistance will prevent the family's homelessness or having a high risk of housing instability.
- c. Perform a vulnerability assessment to help prioritize potential recipients based on the above criteria, including chronicity, and being aware of service disparities as identified through the CoC's HMIS and PIT data.
- d. Refer eligible individuals and families to HUB using the community's coordinated entry system or through alternate means as allowed by HUD.
- e. Support eligible individuals and households in completing and applying for supportive documentation to accompany admissions application to the HUB (i.e. self-certifications, birth certificate, social security card, etc.).
- f. Attend CES participant briefings when needed.
- g. Assess all individuals and households referred for CES for mainstream benefits and supportive services available to support eligible individuals and families through their transition.
- h. Engage regional leadership to incorporate an equitable distribution of CESs within the diverse geography of the CoC.

5. **CoC Roles and Responsibilities (Continued)**



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- i. Collaborate with the HUB to ensure sufficient data collection in HMIS to analyze how referrals are allocated, including the ability to disaggregate data by race, ethnicity, disabling condition, age, household type, and other intersections of individual and household identity in the community sets as a priority to be able to analyze for equity.
- j. Comply with the provisions of this MOU.

V. **Terms of Understanding**

The term of this Memorandum shall be for the period of _____ from the Effective Date and may be extended upon written mutual agreement of both parties.

- a. The HUB, in its discretion, may terminate this Agreement immediately for just cause upon written notice to the Care Coordination Agency. As used in this Section 5(a), the term “just cause” includes, but is not limited to:
 - b. making false, fraudulent, or misleading entries in the HUB’s data system, or failing to correct errors or omissions in data entries within a reasonable time after they are discovered.
 - c. failure to adequately train or supervise care coordinators.
 - d. failure to comply with the HIPAA Privacy Rule and/or Security Rule, or the provisions of the Business Associate Agreement.
 - e. violation of the confidentiality covenants of Section 6 below.
 - f. failure or refusal to comply with the published policies, quality standards, and lawful directions of the HUB.

The Care Coordination Agency may terminate this Memorandum of Understanding upon written notice to the HUB, at least 60 days in advance, if the HUB commits a material breach of this Agreement and does not remedy the breach within a reasonable time after it is called to the HUB’s attention. The Care Coordination Agency’s forbearance from exercising its right of termination under this Section 5(b) shall not either operate as a waiver of any other remedy available to it or prohibit it from exercising the right to terminate in response to future actions of the HUB which would constitute a material breach.

VI. **Confidentiality**



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The parties each agree to hold all information concerning the other confidential in trust and agree that such confidential information shall be used exclusively for the provision of services under this Agreement.

1. Information shall not be deemed “confidential” for purposes of this Section 7 if such information:
 - a. is client data entered into the HUB’s data system in the ordinary course of business.
 - b. is or has become generally known or available to the public other than by any act or omission of either party.
 - c. was rightfully known by the other prior to the time of first disclosure; or
 - d. is rightfully obtained without restriction from a third party who has the right to make such disclosure and without breach of any duty of confidentiality.
2. Upon termination of this Agreement, each party shall return all confidential information in its possession to the other.
3. The duties of confidentiality imposed by this Section 7 are in addition to any duty of confidentiality or nondisclosure imposed by HIPAA, HITECH, and other applicable laws. If there is any conflict between this Section 6 and
 - a. any applicable provision of HIPAA, HITECH, or other applicable laws.
 - b. the regulations promulgated under HIPAA, HITECH, or any other applicable law.
 - c. any business associate agreement required by HIPAA; or,
 - d. any other applicable law or regulation, the statute, regulation, or contract which is most restrictive shall control.

VII. Compliance with Law; Licensure

The Care Coordination Agency shall, at all times during the term of this Memorandum of Understanding, and Care Coordination Agency’s own expense, comply with all applicable federal, state, and local laws, rules, and regulations, and shall maintain in force any licenses and permits required of its community health workers/community care coordinators or other employees for performance under this Agreement.

VIII. Notice



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Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

IX. Governing Law

This Memorandum shall be governed by, and construed in accordance with, the laws of the State of California without regard to conflict of law principles.

X. AUTHORIZATION AND EXECUTION

The signing of the Memorandum does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This agreement shall be signed by Lake County Community HUB, CoC, and _____ **shall be effective as of the date first written above.**

(HUB), by:

Lake County Community HUB
15090 Lakeshore Dr Ste F
Clearlake, CA 95422

(Date)

(CoC), by:

Lake County Continuum of Care
12345 Address Here
Lucerne, CA 954

(Date)

(CCA), by:

Care Coordination Agency
12345 Address Here
Clearlake, CA 95422

(Date)



Lake County Continuum of Care

Governing By-Laws

2024 - 2025

Adopted XX, XXXX

The Lake County Continuum of Care is a coordinating group that aligns resources to facilitate equitable solutions to end homelessness in our community.

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Addendums

Lake County Continuum of Care

Article I – Organization

Section 1 - Organization's Name

The name of the organization is Lake County Continuum of Care, hereafter referred to as the LCCoC.

Section 2 - Geographic Area

The LCCoC is responsible for the area that the United States Department of Housing and Urban Development (HUD) has designated CA-529. The boundary of the LCCoC is Lake County, California, hereinafter referred to as the “geographic area”.

Section 3 – Purpose

The LCCoC serves as the Housing Urban Development (HUD) designated primary decision-making group, whose primary purpose and scope is to implement the Continuum of Care program, which is authorized by Subtitle C of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11381-11389).

Comprised of public and private agencies, along with community members and current residents experiencing homelessness and persons with lived experience; the LCCoC is designed to assist homeless or at risk of being homeless individuals and families by:

- 1.) Assessing their needs.
- 2.) Providing affordable housing services
- 3.) Developing and implementing a Continuum of Care Strategic Plan.

The specific purpose of the LCCoC is:

- 1.) Promote communitywide commitment to the goal of ending homelessness.
- 2.) Assist individuals and families who are homeless, at risk for homelessness, very low or low-moderate income, to attain and maintain safe, decent affordable housing and supportive services.
- 3.) Promote access to and effective utilization of mainstream programs by homeless individuals and families.
- 4.) Optimize self-sufficiency among individuals and families experiencing homelessness.

- 5.) Coordinate the census of persons experiencing homelessness in the geographic areas, required by HUD, otherwise known as the Point in Time (PIT) Count.

Section 4 – Collaborative Applicant

Lake County Department of Behavioral Health Services will function as the Collaborative Applicant, the Administrative Entity, and submit grants to HUD, California, other federal programs, and to-be-determined, on behalf of the LCCoC.

Section 5 – Principal Office

The LCCoC shall have its principal office located at Lake County Behavioral Health Services, 6302 Thirteenth Avenue, P.O. Box 1024, Lucerne, CA 95458.

Article II - General Membership Establishment

Section 1 - Organization Representatives

Representatives from relevant organizations within the geographic area will be members of the LCCoC. “Within the geographic area” is defined as being located and/or providing relevant services within the geographic area.

Relevant organizations include nonprofit homeless assistance providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social services providers, mental health providers, hospitals, universities, affordable housing developers, law enforcement, and organizations that serve veterans and individuals experiencing and previously experiencing homelessness.

The list of organizational groups noted is expanded to include entities that provide substance abuse recovery, youth services, employment services, neighborhood associations, civic organizations, and mainstream resources. Organizational Representatives will be asked to offer four hours of service to committee work, of their choice, each year.

Organization or program representatives must be clearly designated as such on their membership application form. Each approved organization/program is authorized one vote from their perspective organization/program at the General Membership Meeting. Organization representation at standing committees may vote on behalf of their

perspective agency if stated on the agency application, along with alternate voter if the primary voter is not present. Organizations/programs like the County of Lake, which has multiple departments and specialized branches within those departments may elect to have one voting member represent each branch, so long as it is clearly outlined in the membership application form. Please see Article VII – Section 3 Voting.

Section 2 – Community-At-Large Voting Representatives

There will be an unrestricted number of community-at-large members representing the general community. However, any such member must reside in the Lake County area. Community-at-large voting members may not be involved as a staff member, board member, or compensated volunteer with any organization that is a member of the LCCoC.

Members who are volunteers and receive no financial compensation may be voting members of the LCCoC. A LCCoC member cannot represent both an organization and a community-at-large member. Their designation, community-at-large or organizational representative must be clearly designated in their membership application form.

Community-at-large-members will be asked to offer four hours of service to committee work, of their choice, each year.

Section 3 – Residents Non-Voting Members /Guests

Lake County residents are welcome to attend general meetings and participate in standing committees of the Lake County Continuum of Care. Residents do not need to be community-at-large voting members to share their time, expertise, or lived experience to assist or help the LCCoC. Residents are often recruited for the PIT Count and can be a valuable resource in sharing ideas at meetings. Residents attending and participating in Standing Committees will not be able to vote, should a vote arise.

Section 4 - Nomination for Membership

A public invitation within the geographic area for new members to join will be extended at least annually in accordance with the Interim Rule of the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act) as described in 24 CFR § 578.7 Responsibilities of the Continuum of Care.

Membership is achieved by:

- a) A request to be added to the LCCoC by completing and submitting a Membership Application online at www.lakecoc.org and

- b) a commitment to actively participate in the responsibilities of the LCCoC, which will include four hours of committee participation.
- c) Election to the LCCoC General Membership can happen during any scheduled meeting and is determined by a majority vote of all voting members present.
- d) New members and/or organizations approved are active immediately.

Section 5 – Executive Committee Establishment

The Lake County Continuum of Care is committed to an inclusive environment and is committed to making every effort of having a diverse Executive Committee that will be comprised of up to eleven voting members to act on its behalf using the process established as a requirement by 24 CFR § 578.7 (a)(3) and must comply with the conflict-of-interest requirements a 24 CFR § 578.95(b)2.

The Executive Committee will include a CoC Chair, Vice-Chair, up to 3 Individuals Experiencing and/or have Previous Experience of Homelessness, Government Official Chair and the Chair of each of the following LCCoC Committees: Strategic Planning Committee, Point-in-Time Count, Homeless Management Information System, Performance Review and Interfaith Committee. The Executive Committee will also include the Administrative Agency Collaborative Applicant's representative and the Executive Committee Secretary who is assigned by the Administrative Agency Collaborative Applicant. Both may be the same person and will be non-voting members of the Executive Committee.

The LCCoC Executive Committee will be representative of the relevant organizations, agencies, programs and of projects serving individuals experiencing homeless as required by HUD which are: chronic substance abusers, chronically homeless individuals, chronically homeless families, families, persons with HIV/AIDS, seriously mentally ill, veterans, veterans-females, victims of domestic violence, unaccompanied youth under age 18 and youth aged 18-24.

Nominations for Executive Committee members will be made by the general members of the LCCoC General Membership. Members of the LCCoC Executive Committee will be elected during the first regular meeting of the new calendar year. The election of Executive Committee members will be determined by a majority vote of all voting members present. Executive Committee members will hold office for a term of two or three years, to ensure staggered terms. Each Executive Committee Member may serve up to two consecutive terms.

If the Executive Committee Chair is vacated, the Vice-Chair will complete the rest of the Chair's term. An acting Vice-Chair will be elected by a vote of the majority of the LCCoC General Membership at any meeting a quorum is present. Other vacancies among the Executive Committee members (besides Secretary) may be filled by a vote of the majority of the LCCoC General Membership at any meeting a quorum is present. The

elected successor will be the committee representative for the remainder of the term, of the person vacating the Executive Committee. At the end of the term, a regular election will be held as described in this governing document.

Article III - Responsibilities of the Lake County Continuum of Care (LCCoC)

The four major responsibilities of the LCCoC consist of (1) operating the Continuum of Care, (2) designating a Homeless Management Information System for the Continuum of Care, (3) planning for the Continuum of Care, (4) preparing an application for funds which is in accordance with 24 CFR § 578.7. Responsibilities of the Continuum of Care and in the Interim Rule and 24 CFR § 578.79 Preparing an Application for Funds and are as follows:

Section 1 - Operation of the Continuum of Care.

- 1.1) Hold meetings for the full membership, with published agendas, at least four times a year.
- 1.2) Make an invitation for new members to join publicly available within the geographic area at least annually.
- 1.3) Adopt and follow a written process, included in Article II Section 4, to select an Executive Committee to act on behalf of the Continuum of Care. The process must be reviewed, updated, and approved by the LCCoC at least once every year, in accordance with the Interim Rule of the HEARTH Act, as described in § 578.7 Responsibilities of the Continuum of Care.
- 1.4) Appoint additional committees, sub-committees, and workgroups.
- 1.5) In consultation with the Collaborative Applicant and the HMIS lead, develop, follow, and review annually the Governing By-Laws, which will include all procedures and policies needed to comply with Article III Section 2 HMIS requirements as prescribed by HUD, a code of conduct and recusal process for committee chair(s), and any person acting on behalf of the Executive Committee.
- 1.6) Consult with recipients and sub-recipients to establish performance targets appropriate for population and program type, monitor recipient and sub-recipient performance, evaluate outcomes, and act against poor performers.
- 1.7) Evaluate outcomes of projects funded under the LCCoC grant-funded projects, and report to the state and/or HUD.
- 1.8) In consultation with recipients of LCCoC project funds within the geographical area, establish and operate either a centralized or coordinated assessment system that provides an initial, comprehensive assessment of the needs of individuals and families for housing and services. The LCCoC must develop a specific policy to guide the operation of the centralized or coordinated

assessment system on how its system will address the needs of individuals and families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, or stalking, but who are seeking shelter or services from non-victim service providers. This system must comply with any requirements by HUD by Notice.

- 1.9) In consultation with recipients of LCCoC project funds within the geographic area, establish and consistently follow written standards for providing LCCoC assistance. At a minimum, these written standards must include:
 - (a) Policies and procedures for evaluating individual and family eligibility for assistance under this section.
 - (b) Policies and procedures for determining and prioritizing which eligible individuals and families will receive transitional housing assistance.
 - (c) Policies and procedures for determining and prioritizing which eligible individuals and families will receive rapid rehousing assistance.
 - (d) Standards for determining what percentage or amount of rent each program participant must pay while receiving rapid rehousing assistance.
 - (e) Policies and procedures for determining and prioritizing which eligible individuals and families will receive permanent supportive housing.
 - (f) Where the Continuum is designated a high-performing community, as described in Subpart G, policies and procedures set forth in 24 CFR 576.400(e)(3)(vi), (e)(3)(vii), (e)(3)(viii), and (e)(3)(ix). In governance not bylaws.

Section 2 - Requirement for the Homeless Management Information System (HMIS)

- 2.1) Recommend a single Homeless Management Information System (HMIS) for the geographical area.
- 2.2) Recommend an eligible applicant to manage HMIS, which will be known as the HMIS Lead.
- 2.3) Review, revise, and approve a privacy plan, security plan, and data quality plan for the HMIS.
- 2.4) Ensure consistent participation of recipients and sub-recipients in the HMIS.
- 2.5) Ensure the HMIS is administered in compliance with requirements prescribed by HUD.

Section 3 - Lake County Continuum of Care Planning

- 3.1) Coordinating the implementation of a housing and service system within the geographical area that meets the needs of individuals experiencing homelessness, (including unaccompanied youth) and families. At a minimum, such system encompasses the following:
 - (a) Outreach, engagement, and assessment.

- (b) Shelter, housing, and supportive services. (c) Prevention strategies.
- 3.2) Planning for and conducting, as least biennially, a point-in-time count of individuals experiencing homelessness within the geographic area that meets the following requirements: Individuals experiencing homelessness who are living in a place not designed or ordinarily used as a regular sleeping accommodation for humans must be counted as unsheltered homeless persons.
 - (a) Persons living in emergency shelters and transitional housing projects must be counted as sheltered individuals experiencing homelessness. (b) Other requirements established by HUD by Notice.
- 3.3) Conducting an annual gaps analysis of the homeless needs and services available within the geographic area.
- 3.4) Providing information required to complete the Consolidated Plan within the LCCoC's geographic area.
- 3.5) Consulting with state and local government grant project recipients within the LCCoC Geographic area, on the plan for allocating grant project funds and reporting on and evaluating the performance of LCCoC grant project recipients and sub- recipients.

Section 4 - Preparing an Application for Funds

In compliance with § 578.9, the Lake County Continuum of Care, through the Collaborative Applicant, will:

- 4.1) Assist in the recommendation process for the development of applications and approve the submission of applications in response to a Notice of Funding Available (NOFA) published by HUD under § 578.19 of this subpart.
- 4.2) Determine if one application for funding will be submitted for all projects within the geographical area or if more than one application for the projects within the geographic area:
 - (a) If more than one application will be submitted, designate an eligible applicant to be the Collaborative Applicant that will collect and combine the required application information from all applicants and for all projects within the geographic area that the LCCoC has selected funding. The Collaborative Applicant will also apply for LCCoC planning activities. If the LCCoC is an eligible applicant, it may designate itself.
 - (b) If only one application will be submitted, that applicant will be the collaborative applicant and will collect and combine the required application information from all projects within the geographic area that the LCCoC has selected for funding and apply for Continuum of Care planning activities.
- 4.3) The LCCoC retains all its responsibilities, even if it designates one or more eligible applicants other than itself to apply for funds on behalf of the Continuum. This includes approving the LCCoC application.

Article IV - LCCoC Executive Committee

Section 1 - Executive Committee

- 1.1) The LCCoC Executive Committee shall be comprised of up to 11 voting members to act on the LCCoC's behalf.
- 1.2) LCCoC Executive Committee members will not be compensated for their services.
- 1.3) The LCCoC Executive Committee will follow the California Brown Act California Code §54950 and Robert's Rules of Order.
- 1.4) Quorum will consist of 51% of the Executive Committee.
- 1.5) At Executive Committee meetings, business items may be decided by arriving at a consensus. The Secretary and Collaborative Applicant Representative, also known as the Administrative Entity, are non-voting members. When a vote is necessary, all votes will be by voice, hand, or ballot, at the will of the majority in attendance. No Executive Committee member may vote on any item which presents a real or perceived conflict of interest.
- 1.6) The LCCoC Executive Committee will make every effort to have a diverse committee within the Executive Committee.

Section 2 - Executive Committee Responsibilities

- 2.1) The Executive Committee Chair is responsible for coordinating with the Administrative Entity on scheduling and setting the agenda for the meetings and shall give all notices required by law or this Governing By-Laws.
- 2.2) The Chair will:
 - (a) Convene and preside at regularly scheduled Executive Committee and General Membership meetings or arrange for other members of the Committee to preside at each meeting.
 - (b) Act as the spokesperson and point of community contact for the LCCoC.
 - (c) Is responsible for completing the managerial duties voted upon by the CoC without fail.
 - (d) *Answer requests for letters of support for member agencies applying for outside (the CoC) grant funding to assist people who are at-risk of or experiencing homelessness.*
 - (e) Is responsible for overseeing and facilitating all General Membership, Executive Committee, and Special Meetings.

- (f) Communicates with Executive Committee via email and CC's Vice Chair and Administrative Entity.
- 2.3) The Vice-Chair will:
- (a) Preside at regularly scheduled Executive Committee and General Membership meetings in the absence of the Chair.
 - (b) Conduct all CoC Chair responsibilities in the absence of the Chair.
 - (c) Succeed the Chair upon the Chair's resignation or vacancy until the next term.
- 2.4) The Executive Committee Secretary will:
- (a) Keep accurate records of the acts and proceedings of all LCCoC meetings, including the names of those in attendance.
 - (b) Prepare, at the direction of the Executive Committee Chairs, and distribute meeting agendas at least 72 hours (3 days) prior to all regular meetings; the distribution includes emailing the agenda to the General Membership and posting the agenda to the LCCoC website.
 - (c) Prepare and distribute prior General, Executive Committee, and Special Meeting Minutes at all regular General Membership meetings.
 - (d) Have general charge of LCCoC records and shall keep records at the principal office of the LCCoC.
- 2.5) The Collaborative Applicant Representative will:
- (a) Provide grant status reports to the Executive Committee.
 - (b) Make financial records and statements available to the Committee and to the public, see Article VI Section 1.
 - (c) Assign the CoC Secretary.
 - (d) Apply for LCCoC funding on behalf of the LCCoC.
 - (e) The Collaborative Applicant Representative will facilitate General and Executive meetings in the absence of the Chair and Vice-Chair.
- 2.6) The LCCoC Executive Committee will appoint committees, subcommittees, or working groups to assist the Executive Committee in carrying out the LCCoC goals and policies.
- (a) The LCCoC Executive Committee will determine the appropriate number of committee members.
 - (b) The Standing Committees will be comprised of at least three LCCoC members and a minimum of three members will constitute a quorum for the transaction of business at any Standing Committee meeting.
 - (c) The LCCoC Executive Committee will determine whether a committee meeting will be an open or closed meeting.
- 2.7) The Executive Committee is the governance body and is the final decider for LCCoC Business, including all policies and procedures, from Standing Committees, Working Groups, and General Members recommendations. There are several categories of business for the CoC, approving committee policies and procedures, fiscal duties (which includes approving and monitoring Request for Proposals from the LCCoC), HUD data requirements, minor actions such as letters of support and requests for

HMIS data. Letters of support requested of the Executive Committee and from nonmember agencies will require an action from the Executive Committee.

This Governing By-Laws allows the Executive Chair to respond to requests of letters of support from the Lake County Continuum of Care. The Executive Chair will inform the General Members of any Letters of Support that are written on behalf of the CoC. The CoC will respond to requests of demographic data in a similar manner. The Chair or the Collaborative Applicant (Lead or Administrative Agency) Data Analyst may respond to member requests for information, then notify the General Members of the request at the next meeting.

Article V – LCCoC Standing Committees

Section 1 – Strategic Planning Committee and Equity Advisory Working Group

1.1) The Strategic Planning Committee shall assist the Executive Committee and General Membership in the annual update of the Governing By-Laws, the development of the LCCoC structural framework written standards, and assist in the making of any recommendations for revisions to such standards.

1.2) The committee shall assist in the development of the LCCoC Strategic Plan and make recommendations to the Membership regarding implementation and revisions to such plan. The committee shall assess the community needs in writing the LCCoC plan.

1.3) The Committee shall provide an annual report to the Membership on the LCCoC program framework objectives and on the goals and strategies for ending homelessness in Lake County.

1.4) The Equity Advisory Working Group will be a body of representatives from special population groups, including individuals experiencing homelessness with present or past lived experience, a veteran, a representative for the LGBTQ+ community.

a) The Equity Advisory Working Group will also include a representative for the threshold ethnic Hispanic/Latinx community, representation for Native Americans and representation for other ethnicities other than White.

b) The Equity Advisory Working Group will look for liaisons to participate in the Executive Committee and in each standing committee, including Strategic Planning, HMIS/CES, Point in Time, and Performance Review Committees. This is to ensure equity implementation, with a voice in the decision-making body of the LCCoC.

- c) The Equity Advisory Working Group shall review all policies and procedures of the LCCoC to ensure proper language and considerations are included. This body will review each Notice of Funding Availability (NOFA) that is released, to make sure there is no bias, actual, or perceived.
- d.)The Equity Advisory working group will review HMIS data annually.
- e.)The Equity Advisory Working Group will advise the Administrative Agency on how best to provide culturally proficient training to the General Membership.
- f) The Equity Advisory Working Group will outreach to all specific population groups for opportunities and engagement for the LCCoC.

Section 2 – Homeless Management Information System (HMIS) Committee, Coordinated Entry System (CES) Working Group, and Housing Navigators Working Group

2.1) The Homeless Management Information System Committee is responsible for planning, coordinating, and evaluating the implementation of HMIS for the LCCoC. The HMIS committee is also responsible for data collection and processing, as well as making recommendations to improve the process to the Membership. The committee will be comprised of three LCCoC members in good standing, who have utilized or utilize HMIS. The HMIS committee will (Article III Section 2):

- a) Recommend to the LCCoC a single Homeless Management Information System for the geographic area.
- b) The HMIS Chair will be responsible for HMIS user agreements.
- c) Review, revise and approve a privacy plan, security plan, and data quality plan for HMIS.
- d) Ensure consistent participation of recipients and sub-recipients in the HMIS.
- e) Ensure the HMIS is administered in compliance with requirements prescribed by HUD.

2.2) The Coordinated Entry System (CES) Working Group will assist the HMIS Committee with:

- a) The CES working group shall assist the LCCoC in establishing either a centralized or coordinated assessment system that provides an initial, comprehensive assessment of the needs of individuals and families for housing and/or services.
- b) The working group shall assist the LCCoC Membership in developing a specific policy consistent with the requirements established by HUD to guide the operation of the centralized or coordinated assessment system to address the needs of individuals and families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, or stalking, but who are seeking shelter or services from non-victim service providers.
- c) The working group shall also make recommendations to the General

Membership regarding discharge planning to ensure to serve that current and appropriate agreement are in place with local institutions that may release individuals into a situation as opposed to homelessness.

2.2) The Navigation Working Group will be comprised of agency/program navigators.

The Navigation Working Group shall:

- a.) In consultation with recipients of LCCoC project funds within the geographic area, establish and consistently follow written standards for providing LCCoC assistance:
- b.) Landlord/Tenant Policies and Procedures for obtaining and maintaining housing and mediation when problems arise.
- c.) Client Rights to receive services from the LCCoC.
- d.) Policies and procedures for determining and prioritizing which eligible individuals and families will receive rapid rehousing assistance.
- e.) Standards for determining what percentage or amount of rent each program participant must pay while receiving rapid rehousing assistance.
- f.) Client termination policies and procedures.
- g.) Establish Rapid Rehousing processes that are aligned with ESG Rapid Rehousing program requirements.

Section 3 – Point in Time (PIT) Count Committee

3.1) The PIT Chair will appoint, from this committee, a team leader for each geographical location of Lake County. Other team leaders may be appointed, as needed, from the General Membership.

3.2) The PIT Committee shall be responsible for establishing the survey methods and tools for the annual count of individuals experiencing homelessness in Lake County.

3.3) The PIT Committee will coordinate the annual count of individuals experiencing homelessness, ensuring that proper procedure is followed.

3.4) The PIT Chair will report the findings to the General Membership and to HUD.

Section 4 – Performance Review Committee

4.1 The Performance Review Committee shall be comprised of three LCCoC members in good standing, of whom one or two should be/or have been recipients or sub-recipients of LCCoC funding. The Performance Review Committee shall:

- a) Be responsible for recommending to the General Membership performance targets for population and program type.
- b) Assist the General Membership in monitoring recipient and sub-recipient performance and evaluating outcomes; allowing the General Membership to act against poor performers and to report outcomes to HUD.
- c) Evaluate the outcome of any project(s) funded allowing the LCCoC to report those outcomes to HUD.

d) The committee will be responsible for providing technical support to the Collaborative Applicant to assist in the completion of the applications for grant funds in response to a Notice of Funding Availability (NOFA).

e) Provide guidance in preparing the application and updates to assist the LCCoC in the application and grant process as outlined at 24 CFR 578.15 et seq.

4.2 The Grant Selection Working Group shall be comprised of three or more LCCoC members in good standing, with a minimum of decided members to score any Request for Proposal for LCCoC grant projects. The Grant Selection Working Group shall:

a) Meet regularly to review the annual gaps analysis and strategic plan for project guidance: to align projects with the Coordinated Entry System in what is needed in the Lake County community.

b) Make recommendations to the Administrative Applicant for community-based projects with future Notice of Funding Available (NOFA) applications to the state or HUD.

c) Follow the grant model protocols review the NOFA from the state, help write the local Request for Proposal (RFP), add the grant selection process timelines, vet and train the scoring members, score the grant application proposals, interview each applicant, and send the scores and recommendations to the Executive Committee, for final approval.

Section 5– Interfaith Committee (Ad-Hoc Committee)

The Interfaith Committee helps coordinate faith-based groups to align their ministry and outreach to serve individuals experiencing homelessness in Lake County in collaboration with one another and LCCoC partner agencies. Some examples of this collaboration include but not limited to the Pop-Up Care Shower Project and food programs for those individuals experiencing homelessness.

Article VI – Collaborative Applicant and HMIS Lead

Section 1- Collaborative Applicant

The Collaborative Applicant/fiscal agent (also known as the Administrative Entity) of the LCCoC is the designated legal entity to fulfill the following responsibilities:

1.1 HUD Responsibilities of the Collaborative Applicant:

a.) Collects and submits the LCCoC Registration, Consolidated Application and CoC Priority Listing.

b.) Applies for LCCoC planning funds on behalf of the LCCoC.

c.) Acts on behalf of the LCCoC when applying for HUD grants and is the point of contact with HUD representatives.

Collaborative Applicants Additional Responsibilities:

- 1.2) Has a leadership role in the development of the LCCoC Consolidated Application, aligning with the Notice of Funding Availability.
- 1.3) Applies for additional funding as directed by the LCCoC.
- 1.4) Recommends an eligible applicant to manage the LCCoC HMIS, which will be known as the HMIS Lead.
- 1.5) Fulfills fiscal responsibilities for the LCCoC planning and related project funds in accordance with HUD requirements (OBM 2 CRF 200), as well as state and nonfederal funds, that include, but are not limited to maintain all financial records of related expenses for HUD-required and LCCoC activities, ensure match requirements are fulfilled, provide at least quarterly financial reports to the LCCoC Executive Committee and General Members, contract with all LCCoC awarded Request for Proposals (RFP), and execute and oversee fulfillment of contracts as directed by the LCCoC.
- 1.6) Make available LCCoC records to the public, by written request, within seven to ten working days. The Collaborative Applicant representative will inform the Executive Chair of public disclosure requests.

Section 2 –Homeless Management Information System (HMIS)

The HMIS Lead is the legal entity that has been designated by the LCCoC in accordance with the Federal Homeless Emergency Assistance and Rapid Transition to Housing Continuum of Care Program (24 CFR Part 578) to operate the LCCoC Homeless Management Information System on its behalf. The LCCoC Executive Committee will vote to approve the HMIS Lead services. The HMIS Lead agency will work with the LCCoC to assist in following all U.S. Department of Housing and Urban Development regulations and protocols. The HMIS Lead will assist the LCCoC with annual reports and will consult with the LCCoC on annual updates made to this Governing By- Laws.

Article VII - General Items Pertaining to the LCCoC Executive Committee, Members and Standing Committees

Section 1- Meetings

Regular meetings of the General Membership with published agendas will occur at least four times a year. Meeting agendas will be published at least 72 hours before the regular meeting and will be posted on the LCCoC Website, www.lakecoc.org. Currently monthly meetings are held the first Thursday of every month at 3:00pm. Meetings for 2023 will be held in person and virtual. Voting members must attend in

person to vote, unless otherwise approved by the General members. Special meetings may be called by the Chair.

The Executive Committee will meet monthly, and the Standing Committees and Work Groups will meet as needed. Meeting notices will be placed on the LCCoC website.

Section 2 – Quorum

A minimum of fifty percent plus one members will constitute a quorum for the transaction of business at any General Membership meeting. A minimum of three members will constitute a quorum for the transaction of business at any standing committee or working group meeting.

Section 3 – Absenteeism

Regular attendance is expected for all LCCoC members. If a member has missed 3 General Meetings in a row, the Administrative Entity will reach out via email to check on your membership status. If a member has missed 4 meetings in a row without contact, general membership may be revoked with a 2/3rds vote of members present at the General Meeting.

Section 4 – Voting

At General Membership and Executive Committee meetings, business items may be decided by arriving at a consensus. If a vote is necessary, all votes will be by voice, hand, or ballot as determined by the majority in attendance. A simple majority is needed to pass a business item, to vote on members, and to elect Executive Committee members. A two-thirds majority will be required to approve the Governing By-Laws. No member may vote on any item which presents a real or perceived conflict-of-interest.

Only one (1) representative from each organization/program may vote on behalf of that organization, based on written authorization from the organization (membership application form). Each organization shall indicate in writing the names of the persons, in priority order, who may represent the organization as an alternate voting member. To vote at a General Membership meeting the member/organization must have attended the previous meeting. The LCCoC Secretary will keep records of approved voting members/organizations for each General Membership meeting. The LCCoC Secretary will keep records of any business items that were voted on and who voted in the LCCoC minutes.

General Members will approve agendas, meeting minutes, vote for General Members and Executive Committee Members, and approve the annual Governing By-Laws. The Executive Committee will vote on, and be the final decider for LCCoC

business items, which include the HMIS contract, professional consultant contracts, applying for and distributing grant funding, and any other related general business for the LCCoC.

Proxies – Section 5

The use of proxies for the purposes of voting at the General Membership and Executive Committee meetings is not allowed. Votes by organizational representative alternates is allowed at the General Meetings when the voting representative is not present.

Conflict of Interest – Section 6

All LCCoC General Members and Executive Committee members must declare any conflict of interest they or their organizations have on any voting issue. Organization and community-at-large members are required to excuse themselves from voting on any issue in which they, or their organization may have a financial interest.

Community-at-Large and organization members must sign an acknowledgment of the LCCoC Conflict of Interest policy on the application for the LCCoC, in order to participate in the LCCoC activities and functions, including voting.

The entire LCCoC Conflict of Interest Policy is posted on the LCCoC website, www.lakecoc.org.

Standard of Conduct – Section 7

Standards of conduct for all LCCoC General Members and Executive Committee members include demonstrating the highest standards of ethical conduct including respecting one another by refraining from distractions, interruptions, rudeness, and brash behaviors that are even perceived as such by another and accusing others in verbal and written communications that are unnecessary, undeserved, and unfounded; and who will demonstrate exemplary leadership in public settings on behalf of the LCCoC.

Failure to act in accordance with the standards of conduct of the LCCoC and/or failure to act in a positive respectful manner on any matter related to the LCCoC will be grounds for revoking LCCoC membership and/or removal from Executive Committee by a 2/3rds vote of all voting members.

Grievance Process – Section 8

The Lake County Continuum of Care is committed to addressing problems as they arise in a transparent, prompt, and fair manner. Complaints and grievance procedures are defined in our Grievance Policy. The policy is posted at lakecoc.org.

Non-Discrimination – Section 9

The LCCoC is committed to providing equal opportunity for all members, extended agency members and individuals served. All LCCoC activities, projects and practices shall not discriminate 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, age, sex, gender, gender identity, gender expression, sexual orientation, or military and veteran status; the perception of any such characteristic, or association with an individual or group with one or more actual or perceived characteristics, such as the LGBTQ+ community.

Non-discrimination statement for Grantee Applications

LCCoC will not deny the benefits of this grant from or discriminate against 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. The sponsor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. LCCoC will 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.

Access for Individuals with Disabilities- Section 10

The Lake County Continuum of Care will work with individuals with disabilities providing equal opportunity to participate in LCCoC activities and services. These services will include meeting rooms in compliance with the Americans with Disabilities Act or

allowing virtual connections, taping meetings, and large printed materials. Reasonable notification should be given before any LCCoC activity.

The Lake County Continuum of Care is committed to providing inclusive and welcoming environments for all members, staff, clients, volunteers, and agency sponsors. If anyone believes they have been discriminated against, a Grievance Form may be obtained at lakecoc.org for submission.

Communications- Section 11

Lake County Continuum of Care will provide effective communication to the public. The General Membership public meeting’s agendas and minutes are posted on the LCCoC Website at Lakecoc.org. All governing documents and notices of application for funding (NOFA) can be translated upon request. The LCCoC will provide translation support services by arrangement and establishing good communication practices will help us assist the community.

We are committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, and vendors.

Adopted and Approved by the General Membership on this Xrd day of XXXXXXXX 2024. We, the Executive Committee of the Lake County Continuum of Care, certify these Governing By-Laws, consisting of the preceding pages, as the Governing By-Laws of this LCCoC organization.

- Signatures:
- Executive Committee Chair: _____
 - Vice Chair: _____
 - Lead Applicant Representative: _____
 - Government Representative: _____
 - Lived Experience Representative: _____
 - Strategic Planning Chair: _____
 - HMIS/CES Chair: _____
 - Point-In- Time Chair: _____
 - Performance Review Chair: _____
 - Faith-Based Chair: _____

Addendums for 2024-2025

Lake County Continuum of Care

Item #4.6 Executive meeting

Date: 10/3/2024

From: Bruno Sabatier

Subject: HMIS Policy Update

Summary: Attached is a new policy update to our HMIS partners in our contracts or in our MOUs. We need to increase the data validity and decrease our error rates. Review the policy and provide feedback or changes prior to bringing it to the General Committee for final approval. This policy would provide the tools to the Performance Review Committee to do internal reviews during a contract, not after, also providing them with the power to create a Performance Improvement Plan to the contractors in an effort to rectify the current problems and solve future problems. We need to hold our contractors accountable when it comes to HMIS data entry as that is the starting point of providing the care and services that those experiencing homelessness require.

Recommended Action: Approve the policy update and submit to the November General Meeting.

**LAKE COUNTY SUPERINTENDENT OF SCHOOLS AND SCHOOL DISTRICT
MASTER AGREEMENT FOR LCOE PROVISION OF PROGRAMS AND SERVICES
SCHOOL YEAR: 2024-2025**

The parties to this agreement are the Lake County Office of Education (LCOE) and the **xxxx** Unified School District. The purpose of this Memorandum of Understanding is to specify the specific terms of agreement regarding programs and services between LCOE and **xxxx**. The effective date of this MOU is July 1, 2024 and the concluding date is June 30, 2025. The parties agree as follows:

I. Based upon the availability of continuing funds, Lake County Office of Education will provide supervision, administrative, fiscal oversight, training, and program development for the following LCOE programs and services in support of the District.

II. Any modifications by a district that will impact this MOU for the following year must be stated in writing by the district superintendent or designee no later than **February 1st** in the current school year.

III. Descriptions of programs and services are aligned to the ten state priorities for the Local Control Funding Formula (LCFF) and the Local Control and Accountability Plan (LCAP).

- Priority 1: Basic Services – appropriately assigned and fully credentialed teachers, sufficient access to CA State Standards aligned instructional materials, facilities in good repair
- Priority 2: Implementation of California State Standards – implementation of academic standards for all students including English Learners
- Priority 3: Parental Involvement – efforts by the district to promote parental participation, including unduplicated pupils and individuals with special needs
- Priority 4: Student Achievement – statewide assessments, A-G coursework, English Learner progress on ELPAC and reclassification rate, AP pass rates and Early Assessment Program proficiency
- Priority 5: Student Engagement – attendance rates, chronic absenteeism rates, dropout rates, high school graduation rates
- Priority 6: School Climate – suspension and expulsion rates, safety and school connectedness surveys
- Priority 7: Course Access – broad course of study for all students including unduplicated students and students with special needs
- Priority 8: Other Student Outcomes – student outcome in a broad course of study
- Priority 9: Services for Expelled Youth (COE only)
- Priority 10: Services for Foster Youth (COE Only)

Program/Service	Description	Agreement	LCOE Program/Service Cost	District Cost
<p>Healthy Start Youth and Family Services</p> <ul style="list-style-type: none"> McKinney Vento Homeless Assistance <p>(Dependent on grant funding)</p>	<p>The Lake County Office of Education Healthy Start Youth and Family Services prioritizes services for students who are identified as homeless, under the McKinney-Vento Homeless Assistance Act. Children who lack a fixed, regular, and adequate home qualify for our case management services.</p> <p>Healthy Start works with school district liaisons, School district CALPADS administrators, school office staff, and families to obtain needed documentation after immediate enrollment. Healthy Start staff work to support collaboration between agencies and local districts, building capacity for services for homeless students and their families. Working with community agencies, Healthy Start assists families to stabilize housing so students will have the opportunity to concentrate on their education.</p> <p>Healthy Start works with agencies and district liaisons in offering direct professional development or passing on community opportunities for professional development/training.</p>	<p>LCOE agrees to assist homeless families with identification and enrollment documentation to meet district compliance.</p> <p>LCOE agrees to provide outreach and case management to families meeting the McKinney Vento criteria through Healthy Start.</p> <p>LCOE agrees to offer and refer district liaisons to professional development and capacity building opportunities.</p>	<p>Funds that enhance this work stream: *McKinney Vento</p>	<p>District agrees to support McKinney –Vento students by referring families to Healthy Start.</p> <p>District CALPADS administrator will facilitate a 1.17 Homeless Student Report to LCOE McKinney-Vento Coordinator quarterly.</p> <p>District agrees to allow Healthy Start access to demographic and attendance records for McKinney-Vento students.</p>

All above identified projects and programs are included in this Master MOU for the 24-25 school year. Additional MOUs will be distributed as appropriate.

EXECUTED AND AGREED TO:
Lake County Office of Education

BY: _____

Brock Falkenberg, County Superintendent

DATED: _____

BY: _____

School District

Superintendent

DATED: _____

DRAFT EXAMPLE

Policy Update for HMIS Usage & Additional Powers to the Performance Review Committee

Problem:

Data being entered in HMIS by our contracted/non contracted entities is not adequate to meet the data quality criteria that HUD places on our data. This means we have a lot of data that needs to be fixed, redone, or merged with other persons to get rid of duplicate data, and more. Those who take part in the Coordinated Entry System rely on this data to be able to share information properly and provide referrals and continuity of care to individuals experiencing homelessness. By not utilizing or entering data appropriately into HMIS, we are missing the mark on data quality which decreases the outcomes for clients and decreases the potential funding that HUD will provide to our CoC.

Solution:

- Rework our contract templates and/or amend current contracts to mandate annual or bi-annual HMIS data entry training. HUD expects our data to be 95% accurate, we should set similar expectations or higher on our contractors.
- Utilize our Performance Review process to review contracts regularly as the contract is active. A three year contract can have annual reviews, while annual contracts or less can have a quarterly review or once every 6 months review. We are paying our contractors to provide the service and part of that service is the data entry to ensure that those experiencing homelessness are not just being seen and counted but being provided with the array of services available to them in Lake County.
- Empower Performance Review to draft Performance Improvement Plans for contractors to be approved by the executive committee of CoC so that we can hold our contractors accountable based on expectations set in our contracts.
- Amend all contracts with stronger HMIS/CES language that have more than 6 months left that matches the above bullet points.
- Standardize the client assessment tool. All contractors need to utilize the approved Lake CoC assessment tool so that we are able to compare apples to apples and not oranges. This will help better understand the level of need for each individual based on equity data points and not by perceived data points.

Goal:

Place the responsibility for proper data entry on the contractors and not on CoC staff or the HUB. CoC staff and the HUB are tools within the tool kit that help manage our CoC teams and ensure continuity of care and appropriate referrals are being made to help move people towards a better quality of life. With CoC staff and our HUB staff relieved of this current responsibility it will free them up to ensure better outcomes for the CoC and for those we serve.