



### *Executive Summary*

Blue Horizons Foundation's proposal seeks to address the pressing issue of homelessness in Lake County through a comprehensive and holistic interim shelter services project. Recognizing the urgency and complexity of this challenge, our project is designed to provide immediate shelter, support, and pathways to permanent housing for individuals experiencing homelessness. With a deep understanding of the population, barriers, and severity of need, we are committed to making a transformative impact on the lives of those we serve.

### *Population and Barriers*

The homeless population in Lake County is diverse and faces multiple barriers including lack of affordable housing, mental health challenges, substance abuse, and unemployment. The severity of need is underscored by data showing a steady increase in homelessness, with a substantial portion of the population experiencing chronic homelessness. Past performance data reveals a high demand for shelter services, underscoring the need for a targeted and effective solution.

### *Project Elements*

Our project's core elements are founded on evidence-based practices, with a strong emphasis on the Housing First approach. This approach prioritizes rapid rehousing, providing immediate access to stable housing while addressing underlying challenges. Our interim shelter will offer 35 beds, and our trained team will provide case management, counseling, employment assistance, addiction support, and other vital services.

### *Key Objectives and Results*

Our objective is to provide an interim emergency shelter operation to facilitating a smooth transition of operations to Redwood Community Services on or before December 25, 2023.

### *Qualifications and Expertise*

Our team's track record in successfully operating the shelter since February of 2023 underscores our expertise in shelter management, support services, community engagement, and collaboration with partners. We have a dedicated team with extensive experience in addressing homelessness and a history of data-driven decision-making.

### *Conclusion*

In conclusion, our project aims to not only provide shelter but to restore dignity, hope, and stability to individuals experiencing homelessness in Lake County. With a clear focus on holistic support, rapid rehousing, and accurate data reporting, we are confident that our project will make a substantial and lasting impact on the lives of those we serve. Our expertise, evidence-based practices, and commitment to equity position us as the best qualified Service Provider to undertake this essential work.

***Describe the project's overall design, scope of services, quantifiable goals, expected population served, and action plan to meet all areas of this application.***

### *Overall Design*

The Interim Shelter Services project, a 35-bed, 16 hrs/day shelter at the County's former juvenile detention center, aims to provide temporary housing, support services, and resources to the homeless population within the Lake County community. The design encompasses a holistic approach that addresses not only immediate shelter needs but also focuses on assisting individuals, families, and youth, in transitioning towards stable housing and improving their overall well-being.

The project also recognizes that the benefits of a shelter to the community reduce the burdens placed on the justice and healthcare systems which often interacts with the same populations.

### *Scope of Services*

#### 1. Emergency Shelter:

Provide safe and secure shelter for homeless individuals, including sleeping accommodations, sanitation facilities, and basic amenities, as well as providing a continental-style breakfast and an evening meal.

#### 2. Basic Needs Support:

- ☐ Offer nutritious meals, hygiene kits, clothing, and access to laundry facilities to ensure residents' basic needs are met.

#### 3. Housing Transition Assistance:

- ☐ Housing First, a low barrier approach that prioritizes providing individuals with stable housing as a primary step, followed by offering support services to address underlying issues contributing to homelessness.
- ☐ Collaborate with housing agencies to assist residents in finding stable, permanent housing options.

#### 4. Healthcare Services:

- ☐ Coordinate with healthcare providers to offer regular health check-ups, vaccinations, and access to mental health services.

#### 5. Community Engagement:

- ☐ Organize activities and programs to foster a sense of community among residents and encourage their participation in social and recreational events.

### *Quantifiable Goals*

1. Provide shelter and support to a minimum of 35 homeless individuals per day.

### *Expected Population Served*

The project aims to serve the local homeless population, including individuals, and veterans who are experiencing homelessness within the Lake County community.

### *Action Plan*

#### 1. Assessment and Planning:

- ☐ Conduct a needs assessment to identify the specific requirements of the homeless population and establish the scope of services.

#### 2. Facility Setup:

- ☐ Equip the facility with necessary amenities and ensure compliance with safety regulations.

#### 3. Staffing:

- ☐ Recruit and train staff including shelter's administration and security personnel.

#### 4. Partnerships:

- ☐ Establish and engage in partnerships with local housing agencies, potential landlords, healthcare providers, educational institutions, and potential employers.

5. Service Implementation:

- ☐ Launch the shelter services, provide immediate assistance, and begin case management and support programs.

6. Monitoring and Evaluation:

- ☐ Regularly assess the progress of residents, track key performance indicators, and make necessary adjustments to the program.

7. Community Outreach:

- ☐ Engage with the local community, raise awareness about the project, and encourage involvement and support.

8. Continuous Improvement:

- ☐ Gather feedback from residents, staff, local agencies, and the community to enhance the quality and effectiveness of services over time.

***Describe why your organization believes this project is needed in Lake County's Homeless Response System.***

Our organization strongly believes that an interim operation is crucial in facilitation of a smooth transition of operations to RCS, and to prevent any service interruption in the interim.

1. Immediate Shelter Needs:

- ☐ Homelessness poses significant risks to individuals' safety, health, and overall well-being. The lack of access to a safe and secure place to sleep exacerbates these vulnerabilities. Providing interim shelter services will offer a temporary refuge, protecting homeless individuals from exposure to harsh weather conditions, crime, and other dangers on the streets.

2. Pathway to Stability:

- ☐ The project is designed to serve as a steppingstone towards stable housing and self-sufficiency.
- ☐ This aligns with Lake County's goals of reducing overall homelessness and promoting sustainable solutions.

3. Reducing Strain on Other Systems:

- ☐ Homelessness can strain public resources, including emergency medical services, law enforcement, and healthcare facilities.

- ☐ By providing interim shelter and connecting individuals with appropriate services, this project can alleviate some of the burdens on these systems and lead to cost savings in the long run.

#### 4. Enhancing Community Well-being:

- ☐ A strong and vibrant community is one where every member has the opportunity to thrive. By offering shelter and support to the homeless population, we contribute to the overall well-being of Lake County.
- ☐ This project not only improves the lives of homeless individuals but also fosters a sense of empathy and unity within the broader community.

#### 5. Long-Term Impact:

- ☐ While interim shelter services provide immediate relief, they also have the potential to create lasting positive change.
- ☐ As more individuals transition out of homelessness and into stable housing, they can contribute positively to the local economy, community engagement, and social cohesion.

#### 6. Collaborative Effort:

- ☐ Our organization recognizes that addressing homelessness requires collaboration among various stakeholders, including government agencies, nonprofits, businesses, and community members.
- ☐ This project can serve as a catalyst for increased cooperation, helping to strengthen Lake County's Homeless Response System as a whole.

In conclusion, the Interim Shelter Services is essential for Lake County's Homeless Response System because it offers a compassionate, humane, and proactive approach to tackling homelessness. By providing shelter, support, and pathways to stability, we aim to make a meaningful and sustainable difference in the lives of homeless individuals, while also contributing to the overall well-being of the community.

***Describe how this project will address the severity need of persons experiencing homelessness, and how your project will meet those needs.***

Our project is dedicated to addressing the severe needs of individuals experiencing homelessness in a comprehensive and compassionate manner. We understand that the homeless population often faces a range of challenges that require targeted interventions to effectively meet their needs. Here's how our project will address the severity of these needs and provide appropriate solutions:

### 1. Immediate Shelter:

- ☐ Our project's primary focus is to provide a safe and secure interim shelter for homeless individuals and families.
- ☐ This addresses the immediate need for a roof over their heads, protection from the elements, and a space where they can find respite from the streets.
- ☐ By offering clean sleeping accommodations, sanitation facilities, basic amenities, and meals, we ensure that the most pressing need for shelter is met.

### 2. Basic Needs:

- ☐ Homeless individuals often lack access to basic necessities such as food, clean clothing, and personal hygiene items. Our project will provide regular nutritious meals, hygiene kits, and access to laundry facilities.
- ☐ This approach ensures that individuals' physical well-being is taken care of, enhancing their dignity and self-esteem.

### 3. Healthcare Services:

- ☐ Homeless individuals often lack access to regular healthcare services, leading to untreated medical conditions.
  - Our project will collaborate with healthcare providers to offer on-site health check-ups, vaccinations, and access to mental health services.
  - This addresses the critical need for medical care and contributes to improving overall well-being.

### 4. Community Engagement and Support:

- ☐ Homelessness can be isolating, and individuals often feel disconnected from the community.
  - Our project will organize community-building activities, social events, and support groups to foster a sense of belonging and reduce social isolation.

In summary, our project is designed to holistically address the severity of needs faced by persons experiencing homelessness. By providing a combination of immediate shelter, basic necessities, healthcare services, and community support, we aim to empower individuals to overcome their challenges and rebuild their lives with dignity and self-sufficiency.

***Describe what strategies will be used to measure the success of the project.***

Measuring the success of the project is essential to ensure that the goals are being met and to identify areas for improvement. To effectively gauge the project's impact, a combination of quantitative and qualitative measures should be employed. Here are

some strategies that can be used to measure the success of the interim shelter services project for the homeless population:

### 1. Quantitative Metrics:

- ☐ Shelter Utilization:
  - Track the occupancy rates of the shelter over time to understand how many individuals are being served.
- ☐ Housing Placement Rate:
  - Measure the percentage of shelter residents who successfully transition to stable housing.
- ☐ Employment Rate:
  - Monitor the percentage of residents who secure employment or participate in job training programs.
- ☐ Length of Stay:
  - Calculate the average length of time residents spend in the interim shelter to assess the efficiency of the program in facilitating housing solutions.
- ☐ Healthcare Utilization:
  - Keep records of the number of residents who access healthcare services and mental health support.
- ☐ Participation in Support Programs:
  - Track the engagement levels of residents in workshops, counseling sessions, and other support activities.
- ☐ Rate of Returning Residents:
  - Monitor the rate at which individuals return to homelessness after initially exiting the shelter to assess the project's long-term impact.

### 2. Qualitative Metrics:

- ☐ Resident Feedback:
  - Conduct surveys, interviews, or focus groups to gather feedback from residents about their experiences in the shelter, the support received, and the impact on their lives.
- ☐ Case Manager Assessments:
  - Collect insights from case managers about residents' progress, challenges, and areas of improvement.
- ☐ Community Perception:
  - Engage with the local community to gauge their perception of the project's effectiveness and its contribution to addressing homelessness.
- ☐ Stakeholder Feedback:
  - Seek input from partner organizations, government agencies, and volunteers to evaluate collaboration, communication, and overall project performance.

### 3. Outcome Indicators:

- ☐ Increased Stability:
  - Assess the number of residents who maintain stable housing and do not return to homelessness within a defined period.
- ☐ Improved Well-being:
  - Measure improvements in residents' physical and mental health, demonstrated through reduced emergency room visits, improved mental health assessments, and overall better self-reported health.
- ☐ Employment Success:
  - Evaluate residents' ability to secure and retain employment, as well as their advancement in job positions.
- ☐ Community Integration:
  - Observe residents' increased participation in community events and activities, demonstrating improved social integration.

### 4. Continuous Improvement:

- ☐ Use gathered data and feedback to identify strengths and weaknesses of the project.
- ☐ Regularly review strategies and adapt approaches to better align with the needs of the homeless population.

By combining these quantitative and qualitative strategies, the project can gain a comprehensive understanding of its impact on individuals, the community, and the overall goal of addressing homelessness effectively.

### ***Project Action Plan:***

***Describe the project's objectives and activities to meet the need of the proposed project, including overcoming barriers. Additionally, how will the proposed project meet the expectations of a Housing First approach and cover housing sustainability.***

#### *Project Objectives:*

##### 1. Provide Immediate Shelter:

- ☐ Offer safe and dignified interim shelter for homeless individuals and families, addressing their immediate need for a secure place to stay.

##### 2. Holistic Support:

- ☐ Deliver comprehensive case management, healthcare services, employment assistance, and life skills training to empower residents on their journey to stability.

##### 3. Housing Transition:



- ☐ Facilitate housing placement for shelter residents by collaborating with housing agencies and providing resources for rental assistance.

#### 4. Community Integration:

- ☐ Foster a sense of community among residents through organized activities, events, and social engagement.

#### 5. Long-Term Impact:

- ☐ Help residents transition into stable housing and self-sufficiency, reducing the cycle of homelessness.

### *Activities and Overcoming Barriers:*

#### 1. Needs Assessment and Resource Planning:

- ☐ Conduct a thorough assessment of the homeless population's needs and demographics.
- ☐ Collaborate with community partners to identify available resources and services.
- ☐ Overcome Barrier: Address potential challenges in data collection by involving outreach teams and leveraging existing databases.

#### 2. Community Engagement and Social Activities:

- ☐ Organize regular events, workshops, and recreational activities for residents.
- ☐ Create a supportive community environment within the shelter.
- ☐ Overcome Barrier: Address potential conflicts among residents through conflict resolution strategies.

### *Meeting Housing First Approach*

The proposed project aligns with the Housing First approach by prioritizing the provision of stable housing as the first and central step in addressing homelessness. By immediately placing individuals into housing without preconditions or requirements, the project respects residents' autonomy and dignity. The comprehensive support services offered within the shelter further support this approach, ensuring that individuals have access to the resources they need to maintain their housing stability.

### Housing Sustainability

To ensure housing sustainability, the project will focus on three key aspects:

#### 1. Rental Assistance:

- ☐ Providing access to resources for financial support for rental costs to make stable housing affordable for residents, thus reducing the risk of returning to homelessness.

#### 2. Life Skills Training:

- ☐ Equipping residents with essential life skills such as budgeting, communication, and conflict resolution to enhance their ability to maintain housing.

### 3. Ongoing Support:

- ☐ Offering post-placement case management and support services to address any challenges that may arise after transitioning into stable housing.

By addressing these elements, the project aims to not only provide immediate relief but also lay the foundation for long-term housing sustainability, helping individuals maintain stable housing and rebuild their lives.

***Describe how the project plan addresses specific severity of needs and vulnerabilities in Lake County's Homeless Response System. How will the project plan assist clients progressing to permanent housing?***

The project plan is carefully designed to address the specific severity of needs and vulnerabilities within Lake County's Homeless Response System. By identifying and targeting these challenges, the project aims to create a comprehensive and effective solution. Here's how the project plan addresses these needs and vulnerabilities:

#### *Specific Severity of Needs and Vulnerabilities*

##### 1. Immediate Shelter Needs:

- ☐ The project plan directly tackles the severe need for immediate shelter among Lake County's homeless population. By providing a safe and comfortable place to stay, the plan addresses the vulnerability of exposure to harsh weather conditions, hunger, crime, and health risks associated with homelessness.

##### 2. Healthcare Vulnerabilities:

- ☐ Homeless individuals often struggle with physical and mental health issues due to lack of access to regular healthcare. The project plan collaborates with healthcare providers to offer on-site check-ups, vaccinations, and mental health support, addressing this vulnerability and improving overall well-being.

##### 3. Lack of Support Services:

- ☐ Many homeless individuals face complex challenges such as addiction, mental health issues, and unemployment. The project's comprehensive case management and support services address these vulnerabilities by connecting residents to counseling, addiction treatment, job training, and other vital resources.

#### 4. Transitioning to Permanent Housing:

- A major vulnerability is the difficulty in transitioning from homelessness to permanent housing. The project plan offers housing transition support by partnering with local housing agencies, providing access to rental assistance resources, and ensuring that residents have the necessary skills and resources to secure and maintain stable housing.

### *Assisting Clients Progressing to Permanent Housing*

The project plan places a strong emphasis on helping clients transition to permanent housing through the following strategies:

#### 1. Case Management:

- Each resident is assigned a dedicated case manager who assesses their needs, develops a personalized plan, and guides them through the process of finding and securing stable housing.

#### 2. Housing Placement Services:

- The project plan establishes partnerships with housing agencies to identify suitable housing options.
- Case managers work closely with residents to navigate rental agreements and application processes.

#### 3. Rental Assistance:

- Recognizing that financial barriers can prevent individuals from obtaining stable housing, the project plan offers access to resources for rental assistance to make housing more affordable and attainable.

#### 4. Life Skills Training:

- The plan includes workshops and training sessions that equip residents with essential life skills, including budgeting, communication, and tenant responsibilities. These skills are crucial for maintaining housing stability.

#### 5. Post-Placement Support:

- After transitioning into permanent housing, the project plan continues to provide support through case management.
  - This ensures that individuals have a safety net and resources to address any challenges that may arise.

By addressing the specific needs and vulnerabilities within Lake County's homeless population and providing a tailored approach to assisting clients in progressing to permanent housing, the project plan aims to create a lasting impact on the lives of homeless individuals and families in the community.

***Describe how your project will address the street outreach needs (i.e., being an Access Point, participating in the PIT Count, transportation) based on your action plan and best practices.***

Addressing street outreach needs is a crucial aspect of the project to ensure that homeless individuals are reached and connected to the interim shelter services. Here's how the project plan can address these needs based on best practices:

**1. Being an Access Point:**

- ☐ Designate the project location as an official Access Point where homeless individuals can receive information, support, and referrals to the interim shelter services.
- ☐ Train staff members to act as knowledgeable points of contact for homeless individuals seeking assistance.
- ☐ Provide outreach teams with materials and information to distribute to individuals on the streets, informing them about the shelter services.

**2. Participating in the Point-in-Time (PIT) Count:**

- ☐ Actively participate in the annual Point-in-Time Count, a crucial event for assessing the scope of homelessness in the community.
- ☐ Collaborate with local agencies, volunteers, and government entities involved in the PIT Count to ensure accurate data collection.
- ☐ Use the data collected during the PIT Count to inform outreach efforts, allocate resources effectively, and identify areas of need.

**3. Outreach and Engagement:**

- ☐ Organize dedicated outreach teams comprising trained staff and volunteers who actively engage with homeless individuals on the streets, in parks, and in other public spaces.
- ☐ Employ a trauma-informed approach to build trust and rapport with homeless individuals and encourage them to access shelter services.
- ☐ Provide information about the benefits of the interim shelter services, emphasizing safety, hygiene, meals, and support resources.

#### 4. Transportation Solutions:

- ☐ Recognize that transportation can be a barrier for homeless individuals accessing services.
- ☐ Collaborate with local transit authorities to provide transportation solutions, such as bus vouchers or shuttle services to the shelter.
- ☐ If possible, establish centralized pick-up points where homeless individuals can easily access transportation to the shelter.
- ☐ Ensure that transportation options are safe, reliable, and accessible to individuals with mobility challenges.

#### 5. Culturally Competent Outreach:

- ☐ Train outreach teams to be culturally competent and sensitive to the diverse backgrounds and needs of homeless individuals.
- ☐ Offer information and resources in multiple languages to ensure effective communication with individuals from various cultural backgrounds.

#### 6. Engage with Local Partners:

- ☐ Collaborate with local service providers, shelters, law enforcement, healthcare organizations, and community groups to ensure a coordinated approach to outreach efforts.
- ☐ Share information about the interim shelter services and encourage partners to refer homeless individuals to the project.

#### 7. Build Relationships:

- ☐ Establish ongoing relationships with homeless individuals through regular interactions.
- ☐ Building trust over time can encourage individuals to seek assistance and utilize the services offered.

By actively participating in the PIT Count, implementing effective outreach strategies, providing transportation solutions, and engaging with local partners, the project can ensure that homeless individuals are aware of and have access to the interim shelter services. This comprehensive approach aligns with best practices for successful street outreach efforts.

***Describe how the key activities of your project will reduce those experiencing homelessness in Lake County and the process of providing services that lead to permanent housing.***

The key activities of our project are strategically designed to not only provide immediate relief to those experiencing homelessness in Lake County but also to create a pathway towards permanent housing. Here's how these activities contribute to reducing homelessness and facilitating the transition to stable housing:

**1. Emergency Shelter Operation:**

- ☐ By providing immediate shelter to homeless individuals and families, we offer a safe and secure environment that helps protect them from the dangers of the streets.
- ☐ This initial step ensures that individuals have a stable place to stay while we work with them to address the underlying factors contributing to their homelessness.

**2. Comprehensive Case Management:**

- ☐ Our dedicated case managers will assess each resident's unique needs, challenges, and goals.
- ☐ Through individualized plans, residents will receive targeted support and guidance to overcome obstacles, access necessary services, and make progress toward stability.

**3. Holistic Support Services:**

- ☐ Mental health support
- ☐ Addiction counseling
- ☐ Employment assistance, and life skills training are provided to address the multifaceted challenges that contribute to homelessness.
- ☐ By addressing these challenges, individuals are better equipped to regain stability and work towards permanent housing.

**4. Housing Transition Assistance:**

- ☐ Collaborating with housing agencies and offering rental assistance enables us to identify and secure stable housing options.
- ☐ Residents receive guidance on the rental process, support in overcoming potential barriers, and assistance in establishing themselves in stable living situations.

**5. Community Engagement and Support:**

- ☐ Organizing community-building activities and support groups fosters a sense of belonging and connection among residents.

- Social integration and support networks are crucial for individuals transitioning to permanent housing, as they establish a foundation of stability and security.

#### 6. Transportation Solutions:

- Providing transportation solutions removes a significant barrier that may prevent homeless individuals from accessing services.
- This ensures that individuals can engage with case management, employment services, and housing resources, increasing their chances of securing stable housing.

Through a collaborative and holistic approach, our project's key activities work synergistically to address the immediate needs of homeless individuals and families while systematically addressing the factors that contribute to their homelessness. As residents engage with these services, they gain the tools, resources, and support needed to transition to permanent housing:

#### 1. Assessment and Personalization:

- Residents' individual needs and strengths are identified, leading to targeted support plans that address specific challenges.

#### 2. Skill Development:

- Services like counseling, job training, and life skills workshops empower residents with the tools needed to become self-sufficient.

#### 3. Housing Preparation:

- Collaboration with housing agencies and rental assistance equips residents with the means to secure stable housing.

#### 4. Community Integration:

- Engaging with community activities establishes a supportive network that contributes to social stability.

#### 5. Ongoing Support:

- Even after transitioning to permanent housing, residents continue to receive post-placement support, ensuring their successful integration.

By combining these steps, our project creates a holistic and sustainable path from homelessness to permanent housing, effectively reducing homelessness in Lake County while promoting stability, well-being, and community integration.

***Describe your intake process, how you will report on performance measures, and using HMIS and CES. Include information on how your agency expects to use Coordinated Entry System for Housing Problem Solving, referrals, and client case conferencing.***

### *Intake Process*

Our intake process is designed to be accessible, respectful, and thorough to ensure that homeless individuals are quickly and appropriately connected to the services they need. The process involves the following steps:

#### 1. Initial Contact:

- ☐ Homeless individuals or families reach out to our project through various means, including outreach teams, community partners, or self-referrals.

#### 2. Assessment:

- ☐ Trained staff conduct an initial assessment to understand the individual's situation, needs, and vulnerabilities.
- ☐ This includes gathering information about their health, housing history, family dynamics, employment status, and any specific challenges they are facing.

#### 3. Priority Determination:

- ☐ Utilizing the Coordinated Entry System (CES), we assess each individual's vulnerability and prioritize their needs.
- ☐ This ensures that the most vulnerable individuals receive services first.

#### 4. Referral to Services:

- ☐ Based on the assessment and priority determination, individuals are referred to appropriate services within our project or to partner agencies for specialized support, such as mental health services or addiction treatment.

#### 5. Immediate Shelter:

- ☐ Individuals identified as in immediate need of shelter are provided with access to interim shelter services, ensuring they have a safe place to stay while the case management process begins.

#### 6. Case Management:

- ☐ A dedicated case manager is assigned to each individual or family.
- ☐ They work collaboratively to develop a personalized plan, set goals, and connect the individual with relevant services.



## *Reporting on Performance Measures*

We will report on performance measures regularly to track the effectiveness of the project and make data-driven improvements. Reports will include quantitative data on shelter occupancy rates, housing placements, employment outcomes, length of stay, and participation in support services. Qualitative data gathered through resident feedback and case manager assessments will provide insights into the impact of the project on individuals' well-being and progress.

## *Using HMIS and CES*

HMIS (Homeless Management Information System):

- ☐ We will use HMIS to collect, manage, and analyze data on homelessness services.
- ☐ This system helps us track individual progress, service utilization, and outcomes over time.
- ☐ It also ensures data privacy and security while facilitating informed decision-making.

CES (Coordinated Entry System):

- ☐ CES is used to prioritize individuals for services based on their vulnerability and needs.
- ☐ It helps us efficiently allocate resources to those who need them most urgently.
- ☐ It also promotes equity by ensuring that assistance is distributed fairly and transparently.

## *Coordinated Entry System for Housing Problem Solving, Referrals, and Case Conferencing*

Housing Problem Solving:

- ☐ CES enables us to use a problem-solving approach to address housing barriers.
- ☐ We collaborate with individuals, case managers, and other stakeholders to identify creative solutions to housing challenges, such as landlord negotiations, resources to financial assistance, or family reunification.

Referrals:

- ☐ CES facilitates seamless referrals to partner agencies offering specialized services.
  - ☐ For instance, if an individual requires mental health support, we can refer them directly to a partner agency with expertise in that area.

Client Case Conferencing:

- ❑ We conduct regular case conferences where case managers, service providers, and government agencies come together to discuss progress, challenges, and next steps.
- ❑ This collaborative approach ensures that everyone is on the same page and that the individual's needs are holistically addressed.

By using HMIS and CES, we enhance our project's efficiency, transparency, and effectiveness, ensuring that homeless individuals are connected to appropriate services promptly and that their progress towards stable housing is carefully monitored and supported.

### ***Equity:***

***Describe your organization's strategies to address inequities and processes to overcome barriers for underserved populations to meet measurable, equitable outcomes by providing supporting evidence of the strategies' effectiveness including data trends, policies, training, community engagement, and collaborative efforts with providers and community partners.***

Our organization is deeply committed to addressing inequities and ensuring that our project serves all populations, including underserved groups, in an equitable manner. We recognize that homelessness disproportionately impacts marginalized communities, and we have implemented several strategies to promote equity and overcome barriers. Here are some of our strategies and the evidence of their effectiveness:

#### **1. Data Analysis and Trends:**

- ❑ We analyze demographic data to identify disparities in service utilization and outcomes among different populations.
- ❑ Evidence: Data analysis reveals disparities in access to services, housing placements, and employment outcomes among underserved populations.

#### **2. Policies and Guidelines:**

- ❑ We have established clear policies that explicitly emphasize equitable access to services for all individuals regardless of their background.
- ❑ Evidence: Our policies promote non-discrimination, cultural sensitivity, and equal treatment of all clients.

#### **3. Training and Cultural Competency:**

- ❑ Staff members undergo regular training on cultural competency, trauma-informed care, and addressing bias to ensure that they provide services with sensitivity and understanding.

- ☐ Evidence: Improved staff-client interactions and feedback from clients indicating that they feel respected and understood.

#### 4. Community Engagement:

- ☐ We actively engage with underserved communities through outreach events, focus groups, and consultations to understand their unique needs and challenges.
- ☐ Evidence: Increased participation of underserved individuals in our services, as well as valuable feedback on how to tailor our offerings to meet their needs.

#### 5. Collaborative Efforts:

- ☐ We collaborate with diverse community partners, including local community centers, cultural organizations, and advocacy groups, to ensure our services are accessible to underserved populations.
- ☐ Evidence: Increased utilization of services among underserved communities due to partnerships that establish trusted access points.

#### 6. Targeted Support Services:

- ☐ We offer specialized support services such as language interpretation, culturally sensitive programming, and access to resources specific to the needs of different underserved groups.
- ☐ Evidence: Increased engagement and positive outcomes among underserved populations due to tailored services.

#### 7. Data Transparency and Accountability:

- ☐ We regularly share data on service utilization and outcomes with our stakeholders, promoting transparency and accountability in our efforts to address inequities.
- ☐ Evidence: Stakeholders recognize our commitment to equity and hold us accountable for measurable progress.

#### 8. Continuous Improvement:

- ☐ We continuously assess our strategies' effectiveness by monitoring data trends, gathering client feedback, and seeking input from community partners.
- ☐ Evidence: Adaptation of strategies based on feedback and data to better address barriers faced by underserved populations.

By implementing these strategies, we have observed positive trends in service utilization, outcomes, and client satisfaction among underserved populations. The evidence of these strategies' effectiveness lies in the increased engagement, improved outcomes, and stronger community partnerships that contribute to our project's mission

of equitable support for all individuals experiencing homelessness or at risk of homelessness.

***Describe how your project's action plan will provide culturally sensitive services and outreach and overcome barriers for underserved populations to meet equitable outcomes.***

Our project's action plan is specifically designed to provide culturally sensitive services and overcome barriers for underserved populations, ensuring that equitable outcomes are achieved for all individuals experiencing homelessness. Here's how our action plan addresses these aspects:

**1. Culturally Competent Staff:**

- ☐ **Strategy:**
  - We hire staff who reflect the diverse communities we serve and provide cultural competency training.
- ☐ **Outcome:**
  - Staff members are well-equipped to understand and respect the cultural backgrounds and needs of underserved populations.

**2. Multilingual Communication:**

- ☐ **Strategy:**
  - We have multi-lingual staff
  - All informational materials, including signage and forms, are provided in multiple languages spoken by the local community.
- ☐ **Outcome:**
  - Underserved populations have access to information about our services and can engage without language barriers.

**3. Community Liaisons:**

- ☐ **Strategy:**
  - We establish partnerships with community leaders and organizations that serve underserved populations, such as ethnic and religious associations.
- ☐ **Outcome:**
  - Community liaisons bridge communication gaps, build trust, and encourage engagement with our services.

**4. Culturally Tailored Programming:**

- ☐ **Strategy:**
  - We develop programs and workshops that address the unique needs and challenges faced by different cultural and ethnic groups.

- ☐ Outcome:
  - Underserved populations receive services that are relevant and responsive to their specific circumstances.

#### 5. Trauma-Informed Care:

- ☐ Strategy:
  - We implement trauma-informed practices that take into account the potential trauma related to cultural or historical experiences.
- ☐ Outcome:
  - Individuals from underserved populations feel understood and respected, leading to increased engagement and positive outcomes.

#### 6. Accessible Locations:

- ☐ Strategy:
  - We strategically choose service locations that are accessible and familiar to underserved populations.
- ☐ Outcome:
  - Underserved individuals are more likely to seek assistance when services are provided in familiar and culturally comfortable settings.

#### 7. Outreach Through Trusted Sources:

- ☐ Strategy:
  - Collaborate with community leaders, religious institutions, and other trusted sources to conduct outreach in underserved neighborhoods.
- ☐ Outcome:
  - Information about our services is delivered through channels that are trusted and respected within underserved communities.

#### 8. Flexibility in Service Delivery:

- ☐ Strategy:
  - Adapt service delivery methods to align with cultural preferences and sensitivities, allowing for different ways of engagement.
- ☐ Outcome:
  - Individuals from underserved populations feel comfortable accessing services in a way that aligns with their cultural norms.

#### 9. Feedback Mechanisms:

- ☐ Strategy:
  - Regularly seek feedback from underserved clients to identify any areas where services can be improved or tailored to better meet their needs.
- ☐ Outcome:

- Services are continuously refined based on direct input from the communities we serve.

By implementing these strategies, our project's action plan ensures that underserved populations receive culturally sensitive, relevant, and effective services. This approach not only addresses barriers but also fosters a sense of belonging, trust, and empowerment, leading to more equitable outcomes for all individuals experiencing homelessness in the community.

***Describe how your organization plans to promote equity in your project and how it will serve those with the greatest inequitable disparities in the target population, including any local disproportionate impacts of COVID-19 and homelessness.***

Our organization is deeply committed to promoting equity in our project by addressing systemic disparities and ensuring that our services prioritize those with the greatest inequitable disparities in the target population. This commitment is especially critical considering the potential disproportionate impacts of COVID-19 and homelessness on marginalized communities. Here's how we plan to promote equity and address these challenges:

1. Equity-Centered Approach:

- ☐ We recognize that historical inequities have led to overrepresentation of marginalized groups among the homeless population.
- ☐ Our project's policies, procedures, and decision-making will be informed by an equity-centered approach, acknowledging, and rectifying these disparities.

2. Targeted Outreach:

- ☐ We will prioritize outreach efforts to areas and communities with the highest rates of homelessness and COVID-19 impact.
- ☐ This includes collaborating with local health agencies to identify neighborhoods with disproportionate COVID-19 impacts and ensuring that homeless individuals from these areas receive targeted support.

3. Vulnerability Assessment:

- ☐ We will utilize a vulnerability assessment tool, in line with Housing First principles, to identify individuals with the greatest needs and provide services accordingly.
- ☐ This assessment will take into consideration factors such as health conditions, age, family status, and COVID-19 vulnerability.

#### 4. Access to Services:

- ☐ We will establish service centers in areas where marginalized communities are concentrated, ensuring that access to services is geographically equitable.
- ☐ This includes setting up satellite service points in underserved neighborhoods and collaborating with local community centers.

#### 5. Culturally Competent Services:

- ☐ We will provide culturally competent services that address the unique needs and challenges faced by underserved populations.
- ☐ This includes offering language interpretation, culturally tailored programming, and trauma-informed care.

#### 6. Data-Driven Decision Making:

- ☐ We will regularly analyze data to identify disparities in service utilization and outcomes.
- ☐ This data will inform decision-making, allowing us to adapt services and allocate resources to areas with the greatest need.

#### 7. Collaborative Partnerships:

- ☐ We will collaborate with local organizations, healthcare providers, social services, and community leaders to ensure that services reach those most in need.
- ☐ This includes leveraging existing networks to target resources effectively.

#### 8. COVID-19 Response:

- ☐ We will provide additional resources and support to homeless individuals impacted by COVID-19, including access to testing, quarantine facilities, and medical care.
- ☐ Our project will collaborate with local health authorities to ensure that our services align with public health guidelines and prioritize the safety of all individuals.

#### 9. Transparent Reporting:

- ☐ We will transparently report on the demographics of individuals served, outcomes achieved, and resources allocated to demonstrate our commitment to equity.
- ☐ This reporting will help hold us accountable and ensure that our efforts are making a positive impact on those with the greatest disparities.

By implementing these strategies, our organization aims to actively address systemic inequities, provide tailored support to underserved populations, and ensure that our project's services effectively reach those most impacted by homelessness and COVID-

19. Through these efforts, we aspire to create more equitable outcomes for all members of our community.

***What is your monitoring plan, including metrics used, for the performance of your Project Action Plan, including its implementation?***

Our monitoring plan is designed to systematically track and assess the performance of our Project Action Plan and its implementation. The plan involves the use of various metrics and methods to ensure that our project is on track, meeting its goals, and making a positive impact. Here's an overview of our monitoring plan:

**1. Metrics and Key Performance Indicators (KPIs):**

- ☐ Shelter Occupancy Rate:
  - Measure the utilization of shelter beds to ensure optimal capacity utilization.
- ☐ Housing Placements:
  - Track the number of households successfully transitioning to permanent housing.
- ☐ Length of Stay:
  - Monitor the average duration residents stay in the shelter before moving to permanent housing.
- ☐ Income Increase:
  - Measure the percentage of households that report an increase in monthly income.
- ☐ Service Utilization:
  - Track the utilization of support services, workshops, and counseling.
- ☐ Client Satisfaction:
  - Gather feedback from residents to gauge their satisfaction with services and facilities.

**2. Data Collection and Analysis:**

- ☐ We will collect data through:
  - Regular assessments
  - Case management reports
  - Surveys, and
  - Resident feedback
- ☐ Data will be analyzed to identify trends, patterns, and areas for improvement.

**3. Regular Reporting:**

- ☐ Monthly and quarterly reports will be generated to provide updates on progress, outcomes, and challenges.



- ☐ Reports will include data on shelter occupancy, housing placements, service utilization, and more.

#### 4. Continuous Quality Improvement:

- ☐ We will convene regular meetings with staff to:
  - Review data
  - Assess progress, and
  - Identify areas for improvement
- ☐ Adjustments to the Action Plan will be made based on data insights and feedback.

#### 5. Feedback Loops:

- ☐ We will establish mechanisms for clients and staff to provide feedback on the effectiveness of services, challenges faced, and suggestions for improvement.
- ☐ Feedback will inform ongoing adjustments and refinements to the Action Plan.

#### 6. Performance Review Meetings:

- ☐ Leadership and project management will hold regular meetings to review metrics, outcomes, and progress.
- ☐ These meetings will ensure alignment with goals and facilitate strategic decision-making.

#### 7. Comparisons with Benchmarks:

- ☐ We will compare actual performance with anticipated benchmark goals for each key metric.
- ☐ Deviations from benchmarks will prompt a review of strategies and actions to address any gaps.

#### 8. External Audits:

- ☐ Periodic external audits will be conducted to:
  - Verify data accuracy
  - Program compliance, and
  - Alignment with best practices

#### 9. Evaluation of Implementation Strategies:

- ☐ We will assess the effectiveness of our implementation strategies through regular monitoring.
- ☐ Strategies that prove successful will be reinforced, while those needing improvement will be refined.

By employing this comprehensive monitoring plan, we ensure that our Project Action Plan is executed effectively, outcomes are tracked, and continuous improvements are made to enhance the quality and impact of our services.

***Evidence-Based Practices:***

***Describe the Evidence Based Practice(s) your project will use and why you've chosen that approach. Include how you believe the Evidence Based Practice(s) will help the project meet benchmarks goals.***

Our project will utilize the "Housing First" approach as the evidence-based practice to guide our interventions. Housing First is a proven approach that prioritizes providing immediate access to stable housing for individuals experiencing homelessness, regardless of their background or challenges. This approach aligns with our project's mission to promote rapid rehousing, stability, and holistic support. Here's why we've chosen the Housing First approach and how it will help us meet benchmark goals:

*Why Housing First*

1. Immediate Access to Housing:

- ☐ Housing First recognizes that housing is a basic human right.
- ☐ By offering housing as the first step, individuals can stabilize their lives and better address underlying challenges.

2. Holistic Support:

- ☐ Housing First provides comprehensive support services, including mental health care, addiction treatment, and employment assistance.
- ☐ This aligns with our goal of addressing the diverse needs of individuals.

3. Positive Outcomes:

- ☐ Housing First has demonstrated positive outcomes, including increased housing retention rates, improved mental and physical health, and reduced use of emergency services.

4. Reduced Barriers:

- ☐ This approach reduces barriers to entry into housing, such as sobriety requirements or participation in treatment programs. It recognizes that stable housing is a foundation for addressing other challenges.

### *Impact on Benchmark Goals*

1. Total Number Served:

- ☐ Housing First's focus on immediate housing access will allow us to efficiently serve a larger number of individuals, aligning with our benchmark goal of 1,200 individuals served.

2. Total Number of Entries through Street Outreach:

- ☐ Housing First's emphasis on outreach and engagement will help us connect with individuals through street outreach, supporting our benchmark of 350 entries.

3. Total Household Exits into Permanent Housing:

- ☐ Housing First's rapid rehousing approach directly aligns with our benchmark of transitioning 100 households to permanent housing.

4. Total Number of Shelter Beds:

- ☐ While Housing First aims to move individuals out of emergency shelter quickly, it also recognizes the importance of providing interim shelter when needed, aligning with our 35 shelter beds.

5. Total Length of Time in Project Before Entry into Permanent Housing:

- ☐ Housing First's core principle of rapid rehousing ensures that individuals spend minimal time in shelter before moving into permanent housing, supporting our benchmark of 30 days.

6. Total Number Returning to Homelessness:

- ☐ Housing First's focus on addressing underlying challenges reduces the likelihood of individuals returning to homelessness, aligning with our goal of minimizing returns.

7. Total Number of Households Expected to Increase Monthly Income:

- ☐ Housing First's employment assistance and support services will help individuals increase their income, supporting our benchmark of 80% of households.

8. Total Percentage of the Number of People Participating in the HIC:

- ☐ Housing First's emphasis on engagement and holistic support will contribute to our ability to achieve 40% participation or greater in the HIC.

9. The Anticipated Percentage of Unduplicated Persons in HMIS:

- Housing First's structured approach ensures accurate data collection and reporting, aligning with our benchmark of 99%.

#### 10. Total Anticipated Percentage of Errors in HMIS and CES:

Housing First's emphasis on systematic processes will contribute to a low error rate in HMIS and CES, aligning with our goal of 1% or less.

By adopting the Housing First approach, we are confident that we will not only meet our benchmark goals but also provide effective, compassionate, and equitable services to individuals experiencing homelessness. This approach is grounded in evidence and aligns with our commitment to positive outcomes for those we serve.

***Describe your organization's relevant experience in providing the proposed project. If your organization is new, describe the key personnel's relevant experience.***

Our team brings a wealth of relevant experience to the proposed project, building on our successful operation of the shelter since February of 2023. Our track record demonstrates our capability to provide effective, compassionate, and impactful services to individuals experiencing homelessness. Here's an overview of our experience:

#### 1. Shelter Operations:

- Since February of 2023, we have been operating an interim shelter, providing immediate refuge to individuals in need.
- Our experience in managing shelter facilities, ensuring safety, and maintaining a welcoming environment is well-established.
- Our organization's operation is being led by a Clinical Psychologist with experience in addressing the complex issues faced by the homeless population, including addiction and mental health challenges. Having a professional with this background in a leadership role can be highly beneficial for several reasons:
  - Expertise:
    - Clinical Psychologists are trained to understand and address a wide range of mental health issues.
    - Their expertise can be invaluable in dealing with the complex needs of homeless individuals who often face co-occurring mental health and substance abuse issues.
  - Evidence-Based Approaches:
    - Psychologists are skilled in using evidence-based therapies and interventions.
    - This can lead to more effective and sustainable solutions for the problems faced by the homeless population.
  - Trauma-Informed Care:

- Many homeless individuals have experienced trauma, and Clinical Psychologists are often well-versed in trauma-informed care, which can be crucial for helping individuals heal and recover.
- Interdisciplinary Collaboration:
  - Clinical Psychologists often work closely with other professionals in the field, such as social workers, counselors, and medical professionals.
  - This interdisciplinary approach can lead to more comprehensive and holistic care.
- Mental Health Advocacy:
  - Having a Clinical Psychologist in a leadership role can also help advocate for improved mental health services and resources for the homeless population, which is often an underserved and marginalized group.
- Reducing Stigma:
  - Psychologists can contribute to reducing the stigma surrounding mental health and homelessness by educating the community and promoting empathy and understanding.
- Overall, having a Clinical Psychologist at the helm of our operations is a promising step toward addressing the complex needs of the homeless population and improving their overall well-being. It's important to continue to prioritize collaboration, evidence-based practices, and a compassionate approach in your work.

## 2. Holistic Support Services:

- We have a proven history of offering comprehensive support services, including case management, mental health counseling referrals, addiction treatment referrals, monthly medical checkups and vaccinations. These services address the diverse needs of individuals experiencing homelessness.
- Additionally, we have experience in crisis management ranging from conflicts among residents to successful handling of a COVID-19 breakout.

## 3. Collaboration and Partnerships:

- Our organization has forged strong collaborations with local agencies, healthcare providers, social services, and community organizations.
- These partnerships enhance our ability to provide well-rounded support to our clients.

## 4. Rapid Rehousing Expertise:

- ☐ With our shelter operations, we have effectively implemented rapid rehousing strategies.
- ☐ We understand the importance of timely placement into permanent housing and have a successful track record of achieving this goal.

5. Data Management and Reporting:

- ☐ Our experience in data collection, management, and reporting ensures accurate and transparent record-keeping. We are adept at documenting client progress, outcomes, and services provided.

6. Community Engagement:

- ☐ Since February of 2023, we have actively engaged with the local community through outreach events, awareness campaigns, and collaboration with community leaders.
- ☐ This engagement has helped us better understand the unique needs of our target population.

7. Evidence-Based Practices:

- ☐ Our operations are informed by evidence-based practices, including the Housing First approach.
- ☐ This ensures that our services are rooted in proven methods that prioritize housing stability and holistic support.

8. Client-Centered Approach:

- ☐ Our experience has reinforced the importance of a client-centered approach. We have honed our ability to listen to clients, tailor services to their needs, and empower them in their journey towards stability.

9. Data-Driven Decision Making:

- ☐ Since the launch of our shelter in February of 2023, we have continuously used data to inform decision-making, adapt strategies, and improve service delivery.

10. Adaptability and Growth:

- ☐ Our experience has shown our team's ability to adapt to changing circumstances and grow in response to emerging needs.
- ☐ We have demonstrated flexibility in scaling up services and expanding our impact.

In summary, our successful operation of the shelter since February of 2023 has provided us with invaluable experience in delivering the proposed project. Our history of

shelter management, holistic support, collaboration, and evidence-based practices positions us well to continue our mission of addressing homelessness and promoting housing stability in the community.

***Include a list of all expected staff positions and a brief description of duties for each position.***

Here is a list of expected staff positions for the proposed project along with brief descriptions of their duties:

1. Chief Executive Officer:

- ☐ Responsible for the overall leadership and management of the organization, strategic planning, and financial sustainability. This role involves coordinating shelter services, ensuring the safety and well-being of residents, managing staff and volunteers, securing funding and resources, developing community partnerships, and advocating for policies that address homelessness and its root causes.
- ☐ The CEO plays a pivotal role in creating a supportive and empowering environment for homeless individuals, with the ultimate goal of facilitating their transition to stable housing and improved life circumstances.
- ☐ This outline provides a comprehensive overview of the key duties and responsibilities of our CEO. It's important for the CEO to balance strategic leadership, operational excellence, financial stewardship, and community engagement to effectively address the needs of homeless individuals and fulfill the shelter's mission:
  - Strategic Leadership and Planning:
    - Mission and Vision
      - ☐ Define and communicate the shelter's mission and vision.
      - ☐ Align shelter activities with these guiding principles.
  - Strategic Planning:
    - Develop long-term and short-term strategic plans.
    - Set clear goals and objectives for the shelter's operation and growth.
  - Board Relations:
    - Collaborate with the board of directors to ensure alignment with organizational goals.
    - Provide regular updates and reports to the board.
    - Maintain communications with the Lake County's Board of Supervisors, Behavioral Health, and Coc.
  - Operational Management
  - Program Development:
    - Oversee the design and implementation of shelter programs and services.

- Ensure services address the unique needs of homeless individuals, including mental health and addiction support.
- Staff Management:
  - Recruit, hire, and train shelter staff.
  - Create an inclusive culture and a positive work environment and provide leadership and guidance.
- Financial Management:
  - Develop and manage the shelter's budget.
  - Monitor financial health, ensure cost-effectiveness, and seek funding opportunities.
  - Handle financial reporting and accountability.
- Community Engagement:
  - Build strong relationships with local government agencies, businesses, and community organizations.
  - Advocate for the shelter's mission and the needs of the homeless population.
- Compliance and Legal Responsibilities
- Regulatory Compliance
  - Ensure the shelter adheres to all local, state, and federal regulations.
  - Stay informed about changes in relevant laws and policies.
- Risk Management
  - Develop and implement risk management strategies to protect the shelter's assets and reputation.
- Evaluation and Reporting
- Data Collection and Analysis:
  - Establish data collection systems to track shelter performance and outcomes.
  - Analyze data to assess program effectiveness and make improvements.
- Reporting:
  - Provide regular reports to stakeholders, including the board, funders, and the community.
  - Use data and reports to make informed decisions.
- Public Relations and Advocacy
- Media and Public Relations:
  - Represent the shelter in the media and public forums.
  - Communicate the shelter's impact and needs effectively.
- Advocacy:
  - Advocate for policies and resources that benefit homeless individuals.
  - Collaborate with advocacy groups and government agencies.
- Emergency Preparedness:
  - Develop and maintain emergency response plans for the shelter.
  - Ensure the safety and well-being of residents during crises.
- Communication:



- Coordinate communication and response efforts during emergencies.
- Work with relevant agencies to provide support and resources.

## 2. Shelter Director of Operations:

- ☐ Oversee daily operations of the shelter, including staff supervision, facility management, and adherence to safety protocols.
- ☐ Employee Relations:
  - Address employee concerns and grievances.
  - Promote a positive workplace culture and resolve conflicts.
  - Conduct performance evaluations and provide feedback.
- ☐ Training and Development:
  - Identify training needs and coordinate employee development programs.
  - Provide guidance on career growth and opportunities.
  - Support employee training and certification processes.
- ☐ Recruitment and Onboarding:
  - Collaborate with the CEO and the Administrative Manager to define job requirements.
  - Conduct candidate interviews and selection processes.
  - Facilitate new employee orientation and training.
- ☐ Coordinate with case managers to ensure residents' needs are met.
- ☐ Coordinate street outreach efforts to identify and engage homeless individuals.
- ☐ Collaborate with community partners, participate in the PIT Count
- ☐ Collaborate with housing agencies, landlords, and rental assistance programs to secure permanent housing options for residents.
- ☐ Provide guidance on housing applications, negotiations, and the rental process.
- ☐ Facilitate partnerships with local employers and job training programs.
- ☐ Manage staff schedules and performance evaluations.
- ☐ Recruit, train, and supervise volunteers to assist with various aspects of shelter operations and support services.
- ☐ Crisis Management and Emergency Response
- ☐ Data Management:
  - Collect, manage, and analyze data related to resident progress, service utilization, outcomes, and program effectiveness.
  - Generate regular reports to inform decision-making.

## 3. Administrative Manager:

- ☐ In charge of HR, Payroll, Compliance, and other administrative functions
- ☐ Plays a critical role in ensuring the smooth operation of the organization while maintaining legal and ethical standards in human resources and administrative practices.
- ☐ Here are key responsibilities of an Administrative Manager:
  - Human Resources Management:
    - Recruit, hire, and onboard new employees.

- Develop and implement HR policies and procedures.
  - Manage employee benefits and ensure compliance with labor laws.
- Payroll Administration:
  - Oversee the accurate and timely processing of payroll.
  - Ensure compliance with tax regulations and deductions.
  - Handle payroll-related inquiries and resolve issues.
- Compliance Oversight:
  - Monitor and enforce compliance with labor laws, regulations, and company policies.
  - Conduct regular audits to ensure adherence to HR and payroll best practices.
  - Stay up to date with changing labor laws and update policies accordingly.
- Administrative Efficiency:
  - Streamline administrative processes for increased efficiency.
  - Manage office supplies, equipment, and facilities.
  - Develop and maintain an organized filing and record-keeping system.
- Employee Relations:
  - Address employee concerns and grievances.
  - Promote a positive workplace culture and resolve conflicts.
  - Conduct performance evaluations and provide feedback.
- Recruitment and Onboarding:
  - Collaborate with the CEO and the Director of Operations to define job requirements.
  - Conduct candidate interviews and selection processes.
  - Facilitate new employee orientation and training.
- Benefit Administration:
  - Administer employee benefits programs, including health insurance and retirement plans.
  - Assist employees with benefit-related inquiries and issues.
  - Ensure compliance with benefit regulations.
- Policy Development:
  - Develop, update, and communicate HR and administrative policies.
  - Ensure that policies are aligned with organizational goals and legal requirements.
  - Train employees on policy changes and expectations.

#### 4. Facilities Coordinator:

- ☐ Manage maintenance and cleanliness of the shelter facility.
- ☐ Report needed repairs, manage supplies, and ensure a safe and comfortable environment for residents.

#### 5. Security Officers:

- ☐ Ensure the safety and security of shelter residents and staff.
- ☐ Monitor access, enforce rules, and respond to emergencies.

## 6. Chef

- Menu Planning and Development:
  - Create and curate menus that align with the restaurant's concept and customer preferences.
  - Develop new dishes and recipes, considering seasonal ingredients and culinary trends.
  - Ensure menu items are balanced in terms of flavor, presentation, and dietary needs.
- Culinary Execution:
  - Oversee the preparation and cooking of food in the kitchen.
  - Maintain high standards of food quality, taste, and presentation.
  - Train and supervise kitchen staff to ensure consistency and adherence to recipes.
- Kitchen Management
  - Manage kitchen operations, including inventory, ordering, and food costing.
  - Ensure the kitchen is clean, organized, and compliant with food safety regulations.
  - Schedule kitchen staff (if any), assign tasks, and maintain a positive work environment.
- Quality Control and Food Safety:
  - Monitor food storage, handling, and preparation to prevent contamination and ensure food safety.
  - Conduct regular quality checks to maintain consistency and taste standards.
  - Address any issues related to food safety or quality promptly.
- Creative Innovation and Adaptation:
  - Stay updated on culinary trends, new techniques, and ingredients.
  - Continuously innovate and adapt the menu to meet changing client's preferences.

***These staff positions collectively form a dedicated team that works collaboratively to provide a holistic range of services, support, and assistance to individuals experiencing homelessness. Each role contributes to the overall success of the project and its mission to address homelessness and promote stable housing.***

Our required staff training is designed to equip our team with the necessary skills, knowledge, and cultural competency to effectively serve the most vulnerable populations in Lake County, including underserved individuals. We recognize that addressing the unique needs of these populations requires a comprehensive and compassionate approach. Here's an overview of our staff training and how it meets these needs:

### 1. Cultural Competency Training:

- ☐ Our staff will undergo rigorous cultural competency training to ensure they understand and respect the diverse backgrounds, experiences, and identities of the populations we serve.
- ☐ This training will enable staff to provide services that are sensitive to cultural norms, values, and preferences, creating an inclusive and supportive environment.

### 2. Trauma-Informed Care Training:

- ☐ Given the high likelihood of trauma among vulnerable populations, staff will receive training in trauma-informed care.
- ☐ This training equips staff to recognize the signs of trauma, create safe spaces, and provide support that is respectful, empowering, and minimizes re-traumatization.

### 3. Mental Health First Aid:

- ☐ Staff will undergo Mental Health First Aid training to enhance their ability to recognize and respond to individuals experiencing mental health challenges.
- ☐ This training enables staff to provide immediate assistance, reduce stigma, and connect individuals to appropriate resources.

### 4. Addiction Awareness and Support:

- ☐ As substance abuse can be prevalent among vulnerable populations, staff will receive training on addiction awareness, harm reduction, and providing non-judgmental support.
- ☐ This training prepares staff to engage individuals in conversations about addiction, offer resources, and promote well-being.

### 5. LGBTQ+ Sensitivity Training:

- ☐ To address the specific needs of LGBTQ+ individuals, staff will undergo training on LGBTQ+ sensitivity and inclusivity.
- ☐ This training fosters an understanding of LGBTQ+ experiences and challenges, promoting a safe and affirming environment.

### 6. Trauma-Informed Crisis Intervention:

- ☐ Staff will be trained in trauma-informed crisis intervention techniques, enabling them to respond effectively to individuals in crisis situations while prioritizing safety and support.

## 7. Equity and Anti-Bias Training:

- ☐ Staff will receive training on equity, diversity, and anti-bias approaches to ensure that services are provided without discrimination or bias.
- ☐ This training promotes fair treatment, respect, and equitable access to services for all individuals.

## 8. Ongoing Professional Development:

- ☐ Our organization is committed to ongoing professional development.
- ☐ Staff will have access to continuous training opportunities to enhance their skills, stay informed about best practices, and adapt to evolving needs.

By providing these comprehensive training programs, our staff will be well-prepared to address the needs of the most vulnerable populations in Lake County, including the underserved. This approach ensures that our services are not only effective but also culturally sensitive, trauma-informed, and equitable, promoting the well-being and stability of all individuals we serve.

## Budget:

- ☐ Personnel:
  - Description:
    - This category covers salaries and benefits for staff members, including CEO, Shelter Director, Case Manager, Administrative Manager, Facilities Coordinator, Chef, and Security Officers.
  - Cost Analysis:
    - Staff salaries and benefits are based on industry standards and local salary scales.
    - The forecasted cost considers potential adjustments in salaries and benefits over the project period.
  - Justification:
    - Adequate staffing is crucial to providing comprehensive services and meeting the needs of vulnerable populations. Trained personnel are essential for effective shelter operations, case management, support services, and outreach efforts.
- ☐ Supplies:
  - Description:
    - Supplies include essentials such as bedding, hygiene kits, office supplies, cleaning materials, and other necessities for shelter operations.
  - Cost Analysis:
    - Unit costs for each type of supply are calculated based on local market prices and expected usage rates.
  - Justification:

- Adequate supplies ensure a safe, comfortable, and hygienic environment for residents and staff, aligning with the project's mission.
- Utilities:
  - Description:
    - Utilities cover electricity, water, heating, and cooling expenses for the shelter facility.
  - Cost Analysis:
    - The cost is calculated based on average utility rates and estimated consumption for the shelter facility.
  - Justification:
    - Utilities are essential for maintaining a safe and comfortable shelter environment for residents, particularly during varying weather conditions.
- Services:
  - Description:
    - Services include contracted services such as counseling, specialized training, and professional consultation.
  - Cost Analysis:
    - Unit costs for each service are determined based on quotes from service providers and their expected frequency of use.
  - Justification:
    - Specialized services are critical to addressing the complex needs of vulnerable populations, including mental health support, addiction counseling, and professional training.
- Training:
  - Description:
    - Training costs cover expenses related to staff development and capacity building.
  - Cost Analysis:
    - The cost is calculated based on training program fees, materials, and the number of staff members expected to participate.
  - Justification:
    - Ongoing training ensures staff members are well-equipped to provide high-quality, culturally sensitive, and effective services to residents.
- Miscellaneous:
  - Description:
    - This category includes unforeseen expenses that may arise during the project period, such as repairs, emergency support, or additional needs not covered in other categories.
  - Cost Analysis:
    - A buffer amount is included to account for unforeseen expenses.
  - Justification:

- Unpredictable circumstances may require flexibility in budget allocation, ensuring smooth project operations and the ability to respond to emerging needs.
- Indirect Costs:
  - Description:
    - Indirect costs cover administrative overhead expenses that cannot be directly attributed to specific project activities.
  - Determining Indirect Costs:
    - Indirect costs are typically calculated as a percentage of direct costs, reflecting costs associated with facilities, utilities, administrative personnel, and other shared resources.
  - Benefit:
    - Indirect costs support the project's overall infrastructure, including administrative functions that facilitate efficient project management, reporting, and coordination.
- Administrative Costs:
  - Description:
    - Administrative costs include expenses related to project management, reporting, and coordination.
  - Benefit:
    - Administrative costs ensure effective project oversight, compliance with grant requirements, timely reporting, and coordination of activities among staff members and stakeholders. These costs support the successful implementation of the project's goals.

The budget has been meticulously analyzed to align with the project's activities and specifications while ensuring efficient resource allocation to meet the needs of vulnerable populations. It covers essential elements of shelter operations, services, staffing, training, and miscellaneous expenses to provide comprehensive support to homeless individuals.

**See Table Below:**

INDIRECT EXPENSES	
LINE ITEM	MONTHLY AMOUNT
Insurance	\$750.00
Admin 2.215%	\$1,156.25
Total Monthly Indirect Expenses	<b>\$1,906.25</b>

DIRECT EXPENSES	
1FTE Shelter CEO	\$10,500.00
1FTE Shelter Director	\$5,375.00
1FTE Shelter Administrative Manager	\$4,000.00
1FTE Shelter Line Staff	\$2,800.00
1FTE Shelter Line Staff	\$2,480.00
1FTE Shelter Line Staff	\$3,200.00
1 FTE Shelter Line Staff	\$3,200.00
1FTE Cook	\$2,800.00
0.5 FTE Housekeeper (M-F 8:00 am – 1:00pm)	\$2,000.00
0.5 FTE Housekeeper (Sat & Sun 8:00 am – 1:00pm)	\$800.00
Fringe @ 25%	\$9,288.75
Utilities	\$1,000.00
Food	\$2,000.00
Vehicle Fuel	\$350
Supplies (Business & Cleaning)	\$500
Total Monthly Direct Expenses	\$50,293.75
TOTAL MONTHLY EXPENSES	<b>\$52,200.00</b>
Total Expense for three (2) Months	<b>\$104,400.00</b>



***Add anything else you would like us to know that you feel this application may have missed:***

Thank you for considering our application. While we have provided comprehensive information about our project's design, scope, budget, and strategies, there are a few additional points we'd like to highlight:

**1. Collaborative Approach:**

- ☐ Our organization deeply values collaboration with community partners, local agencies, and stakeholders.
- ☐ We believe in a collective effort to address homelessness and are committed to working hand in hand with existing service providers to avoid duplication and enhance the impact of our services.

**2. Continuous Improvement:**

- ☐ We are dedicated to a culture of continuous improvement. Our project will regularly engage in self-assessment, data analysis, and client feedback to refine our strategies, adapt to emerging needs, and ensure that our services remain responsive and effective.

**3. Client Empowerment:**

- ☐ Beyond providing immediate shelter and support, our project is focused on empowering clients to regain control of their lives.
- ☐ We prioritize building skills, fostering self-sufficiency, and providing tools for long-term stability.

**4. Sustainability:**

- ☐ While the project has a fixed timeline of 33 months, we are committed to ensuring its sustainability beyond the grant period.
- ☐ We look forward to our partnerships, and community support to maintain the project's impact.

**5. Advocacy and Policy:**

- ☐ Our organization is actively engaged in advocacy efforts to address systemic issues contributing to homelessness.
- ☐ We believe in advocating for policies that promote affordable housing, social services, and mental health resources to create lasting change.

**6. Measuring Holistic Impact:**

- ☐ In addition to quantitative metrics, we will track qualitative indicators of success, such as improved quality of life, enhanced community integration, and increased self-esteem among residents.
- ☐ These intangible outcomes are vital to a holistic assessment of our project's effectiveness.

#### 7. Equity and Inclusivity:

- ☐ We are committed to creating an environment that is inclusive and equitable for all, regardless of background, gender, race, or identity.
- ☐ Our project will actively work towards dismantling barriers and addressing disparities within the homeless population.

#### 8. Local Expertise:

- ☐ Our team includes individuals with deep local knowledge and expertise, ensuring that our strategies and interventions are tailored to the specific needs of Lake County's homeless population.

#### 9. Feedback Loop:

- ☐ We are open to constructive feedback and ongoing dialogue with government agencies, Lake County community, and stakeholders.
- ☐ Regular communication with funding agencies, partners, and the community will help us enhance transparency, accountability, and project outcomes.

#### 10. Adaptable to Changing Needs:

- ☐ The landscape of homelessness and community needs can evolve. Our project is designed with the flexibility to adapt to unforeseen challenges and emerging trends to ensure it remains relevant and impactful.

We believe that these additional points further highlight our commitment to creating a comprehensive, impactful, and sustainable solution to address homelessness in Lake County. Thank you for your consideration, and we look forward to the opportunity to contribute positively to the community.

SUNRISE BUDGET		BLUE HORIZONS BUDGET	
INDIRECT EXPENSES		INDIRECT EXPENSES	
LINE ITEM	MONTHLY AMOUNT	LINE ITEM	MONTHLY AMOUNT
Admin @ 1.78%	\$909.00	Admin 2.215%	\$1,156.25
Insurance	\$200.00	Insurance	\$750.00
Subtotal	\$1,109.00	Subtotal	\$1,906.25
DIRECT EXPENSES		DIRECT EXPENSES	
1 FTE Executive Director	\$7,500.00	1FTE Shelter CEO	\$10,500.00
1 FTE Shelter Director	\$5,375.00	1FTE Shelter Director	\$5,375.00
1 FTE Shelter Line Staff	\$3,220.00	1FTE Shelter Administrative Manager	\$4,000.00
1 FTE Shetler Line Staff	\$2,800.00	1FTE Shelter Line Staff	\$2,800.00
1 FTE Shelter Line Staff	\$2,480.00	1FTE Shelter Line Staff	\$2,480.00
1 FTE Shelter Line Staff	\$3,200.00	1FTE Shelter Line Staff	\$3,200.00
1 FTE Shelter Line Staff	\$3,200.00	1FTE Shelter Line Staff	\$3,200.00
1 FTE Cook	\$2,800.00	1FTE Cook	\$2,800.00
0.5 FTE Housekeeper	\$2,000.00	0.5 FTE Housekeeper (M-F 8:00am – 1:00pm)	\$2,000.00
0.5 FTE Housekeeper	\$800.00	0.5 FTE Housekeeper (Sat & Sun 8:00am – 1:00pm)	\$800.00
0.5 FTE Driver	\$1,600.00	Fringe @ 25%	\$9,288.75
HMIS Staff	\$3,360.00	Utilities	\$1,000.00
Fringe @ 25%	\$8,281.00	Food	\$2,000.00
Utilities	\$1,000.00	Vehicle Fuel	\$350.00
Food	\$2,000.00	Supplies	\$500.00
Vehicle Fuel	\$300.00	Subtotal	\$50,293.75
Supplies (cleaning & business)	\$175.00		
Subtotal	\$50,091.00	TOTAL MONTHLY EXPENSES	\$52,200.00
TOTAL MONTHLY EXPENSES	\$51,200.00		

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND BLUE HORIZONS  
FOUNDATION FOR FISCAL YEAR 2023-24**

This Agreement is made and entered into by and between the County of Lake, where Behavioral Health Services is acting as the lead Administrative Entity on behalf of the Lake County Continuum of Care, hereinafter referred to as “County,” and Redwood Community Services hereinafter referred to as “Contractor,” collectively referred to as the “parties.”

**WHEREAS**, the Lake County Behavioral Health Services (hereinafter, "LCBHS") is the lead administrative entity for Lake County Continuum of Care (hereinafter LCCoC); and

**WHEREAS**, the community has identified an important need to provide shelter to community residents who are unsheltered to protect against the winter weather; and

**WHEREAS**, County received a proposal from Contractor for interim shelter services which has been reviewed and approved by the Executive Committee of the LCCoC.

**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, Contractor shall provide to County the services described in the “**Scope of Services**” attached hereto and incorporated herein as **Exhibit A** at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and **Exhibits A/B/C/D**, the Agreement shall prevail.
2. **TERM.** This Agreement shall commence on **October 24, 2023**, and shall terminate on **December 31, 2023**, 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 One Hundred Four Dollars (\$104,400.00).**

The County shall compensate Contractor for services rendered, in accordance with the provisions set forth in **Exhibit B**, titled “**Fiscal Provisions**” attached hereto and incorporated herein, provided that Contractor is not in default under any provisions of this Agreement.

4. **TERMINATION.** This Agreement may be terminated by mutual consent of the parties or by County upon 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 30 days written notice. Upon termination, Contractor shall be paid a prorated amount for the services provided up to the date of termination.

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND BLUE HORIZONS  
FOUNDATION FOR FISCAL YEAR 2023-24**

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: Elise Jones  
Behavioral Health Services Director

Blue Horizons Foundation  
99 Talisman #336  
Irvine, CA 92620  
  
Attn: Dr. Rayan Aava  
Chief Executive Officer

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 - Description of that portion of property to be used as the temporary emergency housing hub  
Exhibit F - Definitions

8. **TERMS AND CONDITIONS.** Contractor warrants and agrees that it shall comply with all terms and conditions of this Agreement including **Exhibit A, Exhibit B, and Exhibit C**, titled, “**Compliance Provisions,**” **Exhibit D**, titled, “**Business Associate – Qualified Service Organization Agreement,**” and **Exhibit E**, titled, “**Description of that portion of property to be used as the temporary emergency housing hub,**” and **Exhibit F**, titled, “**Definitions**” attached hereto and incorporated herein in addition to all other applicable federal, state and local laws, regulations and policies and all standards stated in federal, state and local Notice of Available Funding, Notice of Funding Opportunity and Request for Proposals.

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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**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND BLUE HORIZONS  
FOUNDATION FOR FISCAL YEAR 2023-24**

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

COUNTY OF LAKE

BLUE HORIZONS  
FOUNDATION

\_\_\_\_\_  
Chair  
Board of Supervisors

\_\_\_\_\_  
Rayan Aava, PsyD, MBA c.  
Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
LLOYD GUINTIVANO  
County Counsel

ATTEST:  
SUSAN PARKER  
Clerk to the Board of Supervisors

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND BLUE HORIZONS  
FOUNDATION FOR FISCAL YEAR 2023-24**

**EXHIBIT A – SCOPE OF SERVICES**

**1. CONTRACTOR’S RESPONSIBILITIES.**

1.1 Contractor will provide a safe place for persons in a temporary emergency warming shelter, located in the former county juvenile hall at 1111 Whalen Way, Lakeport, CA 95453 for 60 days following approval of this contract. These services are guided by Homeless Housing, Assistance and Prevention (HHAP) Grant Program as well as the Emergency Shelter, California Government Code 65583(4), and 24 CFR 576.403.

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, Lake County Continuum of Care (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 provide a safe place for persons in Shelters guided by California COVID-19 prevention and containment protocols for temporary shelters and transitional houses as long as the public health emergency is active. This shall include, but is not limited to, spatially distant sleeping accommodations, meal preparations, connections to medically indicated services and supplies including testing. All CDC guidelines will be followed in the provision of these services to ensure the facility remains infection free. If isolation is needed, protocol will be followed and Contractor will operate in close consultation with Lake County Public Health.

1.4 Contractor shall prioritize assistance to homeless individuals and families over assistance to individuals and families at risk of homelessness.

1.5 All expenses of copying records and other documents shall be borne by the party seeking to review those records and/or documents and charged at the rate of \$0.25 cents per page.

1.6 Contractor shall ensure that the logo for Lake County Continuum of Care (LCCoC) is included on flyers, handouts, and any advertising materials for any projects or events that the LCCoC contributes to via funding from this Agreement.

1.7 Contract will notify the County about any change that may affect Contractor’s eligibility and ability to provide services including, but not limited to, changes in licensing, certification, ownership and address.

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND BLUE HORIZONS  
FOUNDATION FOR FISCAL YEAR 2023-24**

1.8 Facility Maintenance Responsibilities. Contractor shall be responsible for routine maintenance at the facility and general upkeep. Contractor shall be responsible for basic lawn maintenance. Contractor shall not use facility and/or the facility grounds for any purpose not related to the provision of services as described herein.

1.9 Cost of Utilities. The cost of utilities, water, sewer, and electricity shall be paid by Contractor.

1.10 Damages. Any damages to the facility or the facility grounds shall be promptly reported by Contractor to the LCBHS. The cost of repairs for any damages to the facility or the facility grounds resulting from or related to the Contract's use of the property located at the former juvenile home facility at 1111 Whalen Way in Lakeport, CA 95453 shall be the responsibility of the Contractor. Damages due to structural components, such as the foundation, walls, and roof, the County of Lake shall be responsible for the repairs. Prior to undertaking any such repairs, the Contractor shall contact the County for approval of the plan for and method of repair.

1.11 Alterations. No alterations shall be made to the facility or grounds of the facility by Contractor unless written permission is obtained and received in advance from the County.

1.12 Injury/Harm to Persons. In addition to taking any and all necessary and advisable measures to ensure the care and safety of all persons at the facility located at 1111 Whalen Way, including but not limited to emergency/medical personnel and/or the Lake County Sheriff as applicable, the Contractor shall ensure that any injury or harm to Contractor's staff and/or to any persons staying at the facility at 1111 Whalen Way is reported to Lake County Behavioral Health Services as soon as practically possible.

**2. COUNTY OF LAKE RESPONSIBILITIES**

2.1 Use of County of Lake Facility. County shall provide a portion of the County of Lake-owned premises known as the Lake County (former) Juvenile Home facility at 1111 Whalen Way, for the use as a temporary emergency warming shelter described in Exhibit "E" attached hereto and incorporated herein by reference.

2.2 Facility Maintenance, Repair, and Replacement. The County of Lake shall be responsible for all maintenance, repair, and, when applicable, the replacement of all infrastructure of the facility and the facility grounds on 1111 Whalen Way that have reached or exceeded their life-cycle. This includes, but is not limited to, plumbing, electrical, major appliances, and sewer. Responsibility for payment for repairs resulting from operational damages shall be borne by Contractor. Grounds shall be maintained but not renovated or disturbed by Contractor only other than routine maintenance and weed control.

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**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND BLUE HORIZONS  
FOUNDATION FOR FISCAL YEAR 2023-24**

**3. DESCRIPTION OF SERVICES.**

3.1 Contractor will provide warming center operations and services from 5:00PM to 9:00AM daily for 60 days following approval of this contract. This includes 34 beds open to all races and genders.

3.2 Contractor will set aside 10% or 3-4 beds for youth under the age of 24.

3.3 Contractor will house men and women separately.

3.4 Registration and service coordination will begin at 4:00PM daily and will continue through the hours of operation.

3.5 Contractor will provide dinner, breakfast, a clean bed, hygiene facilities, and clothing.

3.6 Contractor will accept clients through the Coordinated Entry System and Housing First model.

3.7 Contractor will ensure equity in services to address the needs for Native Americans, Latinx, Black, elderly, youth, disabled, veterans, LGBTQ and other traditionally underserved populations in a culturally respectful manner.

3.8 Center management will include providing case management and/or information about housing navigation and social support to residents. This will include partnering with other service providers and referrals and information on necessary services including medical, mental health, substance use disorder, food banks, peer support centers, and obtaining benefits.

3.9 Contractor will maintain good standing in Lake County Continuum of Care Membership.

**4. PERFORMANCE MEASURES.** Contractor agrees to meet performance measures expectations set through state and federal Notice of Available Funding, Notice of Funding Opportunity, grant application, local Request for Proposal and proposals submitted to LCCoC.

4.1 Compliance with reporting requirements including as follows:

- Expenditure Reports and Submission of monthly financial Statements
- Homeless Management Information System data requirements
- Coordinated Entry System requirements
- Weekly reporting on numbers served, including duplicated and unduplicated, as well as age, gender/sex, and ethnicity.

4.2 Meeting expected targeted numbers as follows:

- 100 persons expected to serve with the proposed funding

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND BLUE HORIZONS  
FOUNDATION FOR FISCAL YEAR 2023-24**

- 100 unsheltered homeless persons served
- 34 shelter beds
- 15 homeless persons exiting the program or project to permanent housing
- 85 persons that return to homelessness after exiting the program or project
- 20 households expected to increase monthly income
- 20 PIT Count Participants
- 15% of destination error rate in HMIS or for VSP's a Comparable Data Base
- 90% unduplicated persons in HMIS or for VSP's a Comparable Data Base
- Minimum of 10% of total funding will be spent on youth.

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

5.1 Contractor agrees to acquire and/or maintain required Homeless Management Information System (HMIS) license and all required trainings to maintain license. Contractor will follow HMIS data standards procedures as contained in LCCoC policy which include:

A. Timely data entry:

- 1) All entry of data into HMIS will be completed within five (5) business days of the event that generated by the data collection. This includes but is not limited to, Participant Intake, Entry and Exit from Program, and required annual updates if Participant is participating for longer than one year in the program.

B. Accurate and Complete Data:

- 1) 95% of all state and federal defined mandated data points are supplied (fields do NOT reflect a "Null", "Don't Know or Refused" OR "Data Not Collected" value).
- 2) Reflect a 95% or higher data completeness and quality result at all times.

C. Data Collection Methodology:

- 1) HMIS Data Standards and LCCoC HMIS designed program task flow(s) for each homeless program type. This includes but is not limited to client demographics, Household type, health and disability, income and requires Coordinated Entry (CES) assessments.

D. User Training: All Users of the HMIS will receive general HMIS User Training and Security and Privacy training prior to receiving login credentials to the HMIS. Additionally, all HMIS Users shall receive updated Security and Privacy training annually.

- 1) Contractor will notify HMIS Administrator of any HMIS user departing their HMIS role within 24 hours of departure.

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND BLUE HORIZONS  
FOUNDATION FOR FISCAL YEAR 2023-24**

E. Required Reporting: Contractor shall utilize data from the following reports as the basis for requested report submissions and include with their report submission:

- 1) California Department of Housing and Community Development (HCD) HHAP reporting for the program with a data range from the start of the fiscal year to the end of the required report period (cumulative)
- 2) Data will include fiscal as well as narrative on program progress.
- 3) Included is a separate reporting of fiscal expenses for youth, minimum 10% of award total.

F. Homeless Count Participation: Contractor will participate in annual required HUD Housing Inventory Count (HIC) by maintaining accurate and up-to-date data in good standing and being responsive to the LCCoC and LCCoC HMIS Administrator's requests for current and accurate information prior to and after the HIC.

5.2 Contractor agrees to keep records by using the Coordinated Entry Systems (CES) when established. This will include but is not limited to Housing Problem Solving interview, CES standardized screening assessment and referral based on client need. Determination of participant referrals will be completed within a timely manner of three business days or less. Contractor will follow CES procedures as contained in LCCoC policy.

5.3 Contractor agrees to provide County with Quarterly Reporting as required by State or Federal agencies for compliance with this Agreement.

5.4 Contractor agrees to provide monthly reporting to the LCCoC, in a format to be provided by the County and LCCoC.

5.5 All Expenditure reports shall contain a detailed report which must include at a minimum:

- 1) The Contractor's program or project selection process performed in collaboration with LCCOC.
- 2) The Amounts awarded to the activities identified.
- 3) Projected performance measures;
- 4) Contract expenditures, including an itemized breakdown for each fiscal year of this agreement until all funds awarded to contractor have been expended;
- 5) Progress on the following performance measures and others established by the Contractor and described in this Exhibit to evaluate success in implementing eligible activities listed below:
  - A. The number of homeless persons served.
  - B. The number of unsheltered homeless persons served, and the average length of time spent as homeless before entry into the program or project;
  - C. The number of homeless persons exiting the program or project to permanent housing.

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND BLUE HORIZONS  
FOUNDATION FOR FISCAL YEAR 2023-24**

- D. The number of persons that return to homelessness after exiting the program or project.

**6. RECORDS RETENTION.**

6.1 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.

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

**7. PRIORITY HIRING CONSIDERATIONS.** Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

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**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND BLUE HORIZONS  
FOUNDATION FOR FISCAL YEAR 2023-24**

**EXHIBIT B – FISCAL PROVISIONS**

1. **CONTRACTOR’S FINANCIAL RECORDS.** Contractor shall keep financial records for funds received hereunder, separate from any other funds administered by Contractor, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget’s Cost Principles.

2. **INVOICES.** Contractor’s invoices shall be submitted in arrears on a monthly basis, by the 15<sup>th</sup> of the following month, or such other time that is mutually agreed upon in writing and shall be itemized and formatted to the satisfaction of the County. Contractor’s invoices shall be submitted electronically by email to LCBHS\_Fiscal@lakecountycalifornia.gov.

3. **AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS.**

3.1 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.

3.2 County will conduct cursory audits on monthly expenditures reported and submitted with invoice to ensure compliance with this agreement.

3.3 County may conduct detailed, 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.

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

4. **PAYMENT TERMS.** The LCCOC has determined that **One Hundred Four Dollars (\$104,400.00)** from the Homeless Housing Assistance and Prevention (HHAP) Round 2 grant, as administered by the County, has been allocated for individuals, including 10% for youth under age 24, for emergency shelter and housing navigation services, and for which Sunrise Special Services Foundation, has been awarded. The County will distribute the funding in accordance to the parameters set forth by the California Department of Housing and Community Development (HCD).

4.1 Following the full execution of contract, County will provide the funding of **One Hundred Four Dollars (\$104,400.00)**, divided over two (2) months to Contractor in payments of \$52,200 upon invoice and a breakdown of expected expenses.

4.2 Any Grant funds which have not been expended by the Expenditure Deadline must be returned to County with accrued interest.

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND BLUE HORIZONS  
FOUNDATION FOR FISCAL YEAR 2023-24**

**5. BUDGET.** Contractor has 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.

**5.1 Budget Table**

<b>INDIRECT EXPENSES</b>	
<b>LINE ITEM</b>	<b>MONTHLY AMOUNT</b>
Insurance	\$750.00
Admin 2.215%	\$1,156.25
Total Monthly Indirect Expenses	\$1,906.25

<b>DIRECT EXPENSES</b>	
1FTE Shelter CEO	\$10,500.00
1FTE Shelter Director	\$5,375.00
1FTE Shelter Administrative Manager	\$4,000.00
1FTE Shelter Line Staff	\$2,800.00
1FTE Shelter Line Staff	\$2,480.00
1FTE Shelter Line Staff	\$3,200.00
1 FTE Shelter Line Staff	\$3,200.00
1FTE Cook	\$2,800.00
0.5 FTE Housekeeper (M-F 8:00 am – 1:00pm)	\$2,000.00
0.5 FTE Housekeeper (Sat & Sun 8:00 am – 1:00pm)	\$800.00
Fringe @ 25%	\$9,288.75
Utilities	\$1,000.00
Food	\$2,000.00
Vehicle Fuel	\$350
Supplies (Business & Cleaning)	\$500
Total Monthly Direct Expenses	\$50,293.75
<b>TOTAL MONTHLY EXPENSES</b>	<b>\$52,200.00</b>

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND BLUE HORIZONS  
FOUNDATION FOR FISCAL YEAR 2023-24**

**EXHIBIT C – COMPLIANCE PROVISIONS**

1. **INFORMATION INTEGRITY AND SECURITY.** Contractor shall immediately notify County of any known or suspected breach of personal, sensitive and confidential information related to Contractor’s work under this Agreement.
  
2. **NON-DISCRIMINATION.** During the performance of this Agreement, Contractor shall not deny the contract’s benefits to 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. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor shall 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. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours’ notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., title. 2, §11105.)
  
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;

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND BLUE HORIZONS  
FOUNDATION FOR FISCAL YEAR 2023-24**

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.)

4.4 Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

5. **INDEMNIFICATION AND HOLD HARMLESS.** The Contractor hereby agrees to protect, defend, indemnify, and hold the County of Lake, its officers, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to real and personal property and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at the sole expense of the Contractor and to bear all other costs and expenses related thereto.

This provision is not intended to create any cause of action in favor of any third party against Contractor or the County or to enlarge in any way the Contractor's liability, but is intended solely to provide for indemnification of the County of Lake from liability for damages or injuries to third persons or property arising from Contractor's performance pursuant to this 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.



**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND BLUE HORIZONS  
FOUNDATION FOR FISCAL YEAR 2023-24**

**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 (\$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 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.

9.5 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.

9.6 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,

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND BLUE HORIZONS  
FOUNDATION FOR FISCAL YEAR 2023-24**

officials, employees, agents or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

9.7 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.

9.8 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.

9.9 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.

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND BLUE HORIZONS  
FOUNDATION FOR FISCAL YEAR 2023-24**

**12. INDEPENDENT CONTRACTOR.** It is specifically understood and agreed that, in the making and performance of this Agreement, Contractor is an independent contractor and is not an employee, agent or servant of County. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result agreed for herein.

Contractor is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security and payroll tax withholding.)

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

**14. SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

**15. ADHERENCE TO APPLICABLE DISABILITY LAW.** Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

**16. SAFETY RESPONSIBILITIES.** Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. Contractor agrees that in the performance of work under this Agreement, Contractor will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.

**17. 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.

**18. 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.

**19. 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.

**20. UNUSUAL OCCURRENCE REPORTING.** Contractor is required to have procedures for reporting unusual occurrences relating to health and safety issues. Contractor shall report to County any unusual events, accidents, or injuries requiring medical treatment for clients, staff, or

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND BLUE HORIZONS  
FOUNDATION FOR FISCAL YEAR 2023-24**

members of the community. An unusual occurrence shall be reported to the County in writing (or electronic mail) as soon as possible but no later than three (3) working days of the Contractor's knowledge of the event. An unusual occurrence is subject to investigation by Lake County Behavioral Health Services; and upon a request, a copy of the County's investigation shall be made available to the State Department of Behavioral Health, which may subsequently conduct its own investigation.

**21. OVERSIGHT.** Lake County Behavioral Health Services shall conduct oversight and impose sanctions on the Contractor for violations of the terms of this Agreement, and applicable federal and state law and regulations, in accordance with Welfare & Institutions Code 14712(3) and CCR, Title 9, Section 1810.380 and 1810.385.

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**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND BLUE HORIZONS  
FOUNDATION FOR FISCAL YEAR 2023-24**

**EXHIBIT D - BUSINESS ASSOCIATE  
AGREEMENT**

**THIS HIPAA BUSINESS ASSOCIATE AGREEMENT** (the "Agreement") is entered into effective January 1, 2023 (the "Effective Date"), by and between **Blue Horizons Foundation** ("Business Associate") and **Lake County Behavioral Health Services** (the "Covered Entity").

Business Associate and Covered Entity have a business relationship (the "Relationship" or the "Agreement") in which Business Associate may perform functions or activities on behalf of Covered Entity involving the use and/or disclosure of protected health information received from, or created or received by, Business Associate on behalf of Covered Entity. ("PHI"). Therefore, if Business Associate is functioning as a business associate to Covered Entity, Business Associate agrees to the following terms and conditions set forth in this HIPAA Business Associate Agreement.

1. **Definitions.** For purposes of this Agreement, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996, and any amendments or implementing regulations ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009), and any amendments or implementing regulations ("HITECH"). Additionally, for this agreement, Protected Health Information (PHI) includes electronic Protected Health Information (ePHI); Personally Identifiable Information (PII); and Personal Information (PI).
2. **Compliance with Applicable Law.** The parties acknowledge and agree that, beginning with the relevant effective dates, Business Associate shall comply with its obligations under this Agreement and with all obligations of a business associate under HIPAA, HITECH and other related laws, as they exist at the time this Agreement is executed and as they are amended, for so long as this Agreement is in place.
3. **Permissible Use and Disclosure of Protected Health Information.** Business Associate may use and disclose PHI to carry out its duties to Covered Entity pursuant to the terms of the Relationship. Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND BLUE HORIZONS  
FOUNDATION FOR FISCAL YEAR 2023-24**

confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.

4. **Limitations on Uses and Disclosures of PHI.** Business Associate shall not, and shall ensure that its directors, officers, employees, and agents do not, use or disclose PHI in any manner that is not permitted or required by the Relationship, this Agreement, or required by law. All uses and disclosures of, and requests by Business Associate, for PHI are subject to the minimum necessary rule of the Privacy Standards and shall be limited to the information contained in a limited data set, to the extent practical, unless additional information is needed to accomplish the intended purpose, or as otherwise permitted in accordance with Section 13405(b) of HITECH and any implementing regulations.
5. **Required Safeguards To Protect PHI.** Business Associate agrees that it will implement appropriate safeguards in accordance with the Privacy Standards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement.
6. **Reporting of Improper Use and Disclosures of PHI.** Business Associate shall report within 24 business hours to Covered Entity a use or disclosure of PHI not provided for in this Agreement by Business Associate, its officers, directors, employees, or agents, or by a third party to whom Business Associate disclosed PHI. Business Associate shall also report within 24 business hours to Covered Entity a breach of unsecured PHI, in accordance with 45 C.F.R. §§ 164.400-414, and any security incident of which it becomes aware. Report should be made to:

Compliance Officer  
Lake County Behavioral Health  
Services 1-877-610-2355

7. **Mitigation of Harmful Effects.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements. Business Associate shall cooperate with Covered Entity's breach notification and mitigation activities, and shall be responsible for all costs incurred by Covered Entity for those activities.

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND BLUE HORIZONS  
FOUNDATION FOR FISCAL YEAR 2023-24**

8. **Agreements by Third Parties.** Business Associate shall enter into an agreement with any agent or subcontractor of Business Associate that will have access to PHI. Pursuant to such agreement, the agent or subcontractor shall agree to be bound by the same restrictions, terms, and conditions that apply to Business Associate under this Agreement with respect to such PHI.
9. **Access to Information.** Within five (5) days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. § 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within two (2) days forward such request to Covered Entity.
10. **Availability of PHI for Amendment.** Within five (5) days of receipt of a request from Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. § 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within two (2) days forward such request to Covered Entity.
11. **Documentation of Disclosures.** Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
12. **Accounting of Disclosures.** Within five (5) days of notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, Business Associate shall make available to Covered Entity information to permit Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. § 164.528. In the case of an electronic health record maintained or hosted by Business Associate on behalf of Covered Entity, the accounting period shall be three (3) years and the accounting shall include disclosures for treatment, payment and healthcare operations, in accordance with the applicable effective date of Section 13402(a) of HITECH. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall within two (2) days forward such request

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND BLUE HORIZONS  
FOUNDATION FOR FISCAL YEAR 2023-24**

to Covered Entity.

13. **Electronic PHI.** To the extent that Business Associate creates, receives, maintains or transmits electronic PHI on behalf of Covered Entity, Business Associate shall:
- (a) Comply with 45 C.F.R. §§164.308, 301, 312, and 316 in the same manner as such sections apply to Covered Entity, pursuant to Section 13401(a) of HITECH, and otherwise implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI;
  - (b) Ensure that any agent to whom Business Associate provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect it; and
  - (c) Report to Covered Entity any security incident of which Business Associate becomes aware.
14. **Judicial and Administrative Proceedings.** In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, Covered Entity shall have the right to control Business Associate's response to such request. Business Associate shall notify Covered Entity of the request as soon as reasonably practicable, but in any event within two (2) days of receipt of such request.
15. **Availability of Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure and privacy protection of PHI received from Covered Entity, or created, maintained or received by Business Associate on behalf of the Covered Entity, available to the Covered Entity, the State of California, and the Secretary of the Department of Health and Human Services, in the time and manner designated by the Covered Entity, State or Secretary, for purposes of determining Covered Entity's compliance with the Privacy Standards. Business Associate shall notify the Covered Entity upon receipt of such a request for access by the State or Secretary, and shall provide the Covered Entity with a copy of the request as well as a copy of all materials disclosed.
16. **Breach of Contract by Business Associate.** In addition to any other rights Covered Entity may have in the Relationship, this Agreement or by operation of law or in equity, Covered Entity may i) immediately terminate the Relationship if Covered Entity determines that Business Associate has violated a material term of this Agreement, or ii) at Covered Entity's option, permit Business Associate to cure or end any such violation



**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND BLUE HORIZONS  
FOUNDATION FOR FISCAL YEAR 2023-24**

within the time specified by Covered Entity. Covered Entity's option to have cured a breach of this Agreement shall not be construed as a waiver of any other rights Covered Entity has in the Relationship, this Agreement or by operation of law or in equity.

17. **Effect of Termination of Relationship.** Upon the termination of the Relationship or this Agreement for any reason, Business Associate shall return to Covered Entity or, at Covered Entity's direction, destroy all PHI received from Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system, unless said information has been de-identified and is no longer PHI. This provision shall apply to PHI that is in the possession of Business Associates or agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Agreement, even after termination of the Relationship or the Agreement, until such time as all PHI has been returned, de-identified or otherwise destroyed as provided in this Section.
18. **Injunctive Relief.** Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this Agreement would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.
19. **Indemnification.** Business Associate shall indemnify and hold harmless Covered Entity and its officers, trustees, employees, and agents from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by Covered Entity arising from a violation by Business Associate of its obligations under this Agreement.
20. **Exclusion from Limitation of Liability.** To the extent that Business Associate has limited its liability under the terms of the Relationship, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude any damages to Covered Entity arising from Business Associate's breach of its obligations relating to the use and disclosure of PHI.
21. **Owner of PHI.** Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI used or disclosed by or to Business Associate by Covered Entity.
22. **Third Party Rights.** The terms of this Agreement do not grant any rights to any parties

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND BLUE HORIZONS  
FOUNDATION FOR FISCAL YEAR 2023-24**

other than Business Associate and Covered Entity.

- 23. Independent Contractor Status.** For the purposed of this Agreement, Business Associate is an independent contractor of Covered Entity, and shall not be considered an agent of Covered Entity.
- 24. Changes in the Law.** The parties shall amend this Agreement to conform to any new or revised legislation, rules and regulations to which Covered Entity is subject now or In the future including, without limitation, HIPAA, HITECH, the Privacy Standards, Security Standards or Transactions Standards.

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

Blue Horizons Foundation

Lake County Behavioral Health Service

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Dr. Rayan Aava

Name: Elise Jones, MA

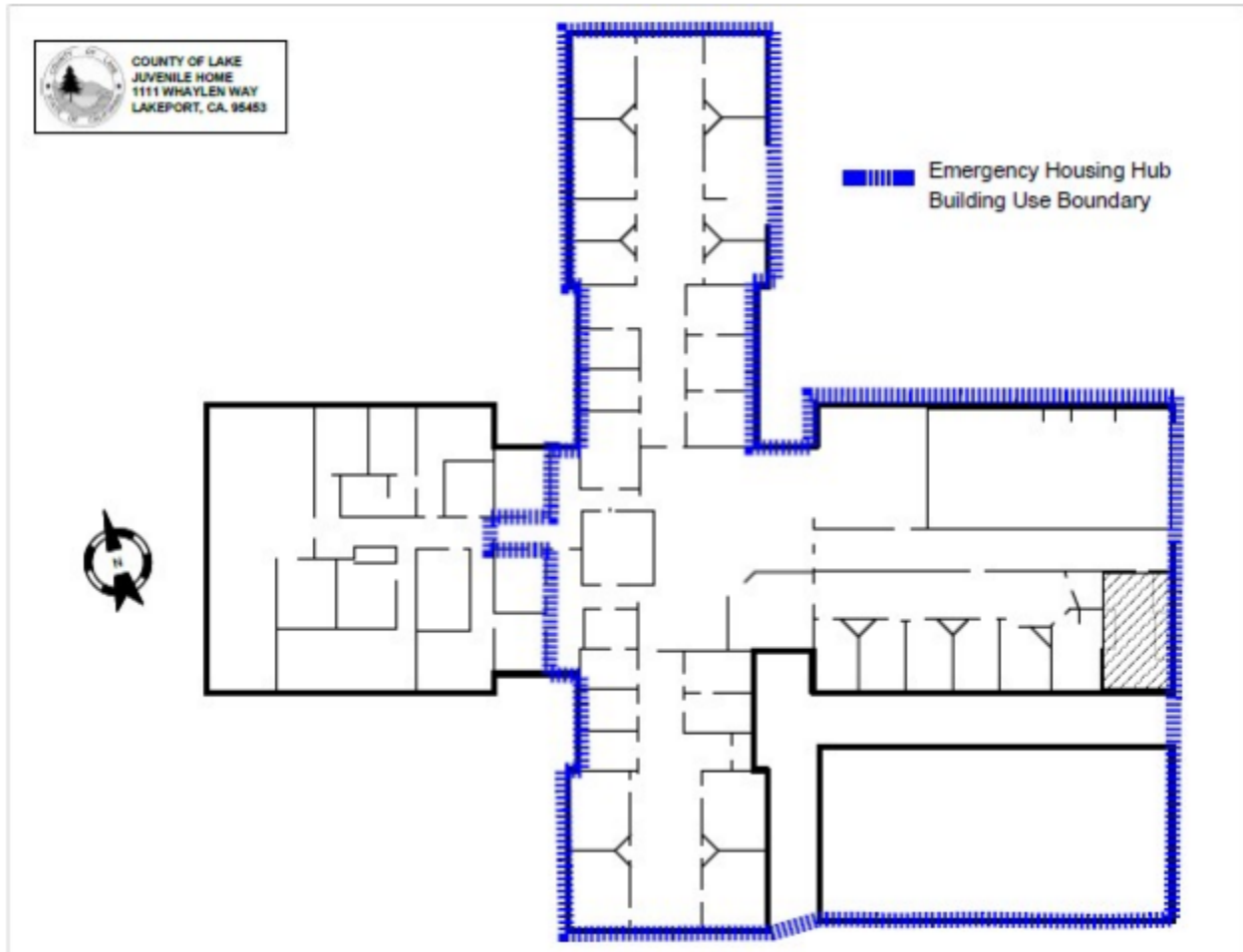
Title: Chief Executive Officer

Title: Behavioral Health Services Director

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**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND BLUE HORIZONS  
FOUNDATION FOR FISCAL YEAR 2023-24**

**EXHIBIT E - DESCRIPTION OF THAT PORTION OF LAKE COUNTY JUVENILE  
HOME FACILITY AT 1111 WHALEN WAY TO BE USED AS THE TEMPORARY  
EMERGENCY SHELTER**



**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND BLUE HORIZONS  
FOUNDATION FOR FISCAL YEAR 2023-24**

**EXHIBIT F – DEFINITIONS**

1. Definitions of terms throughout this Agreement are as follows:

**Coordinated Entry System (CES)** – An approach to coordinate and manage a crisis response system that allows users to make consistent decisions from available information to efficiently and effectively connect people to interventions that will rapidly end their homelessness.

**Homeless Management Information System (HMIS)** – Information system designated by a local Continuum of Care (CoC) to comply with the requirements of CoC Program interim rule 24CFR 578. It is a locally-administered data system used to record and analyze client, service, and housing data for individuals and families who are homeless or at risk of homelessness.

**Homeless Person** – People who are living in a place not meant for human habitation, in an emergency shelter, in transitional housing, or exiting an institution where they temporarily reside.

**Risk of Homelessness** – For individual and families who do not meet the definition of “homeless” under any of the categories established in the Homeless Definition final rule, the McKinney-Vento Act was amended to allow homeless prevention assistance to be provided to persons who are “at risk of homelessness.”

**Temporary Emergency Shelter** – Any facility with overnight sleeping accommodation, the primary purpose of which to provide temporary shelter for the homeless in general. In this context, for overnight only.

**Unsheltered Homeless Person** – Anyone whose primary nighttime residence – where they sleep – is a place not designed or ordinarily used for sleeping, including: vehicles, parks, abandoned buildings, bus or train stations, airports or camping grounds.

**Youth** – Age 24 or younger

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**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND REDWOOD  
COMMUNITY SERVICES FOR FISCAL YEAR 2023-26**

This Agreement is made and entered into by and between the County of Lake, whose Behavioral Health Services is Administrative Entity of the Lake County Continuum of Care, hereinafter referred to as “County,” and Redwood Community Services hereinafter referred to as “Contractor,” collectively referred to as the “parties.”

**WHEREAS**, the Lake County Behavioral Health Services (hereinafter, "LCBHS") is the lead administrative entity for Lake County Continuum of Care (hereinafter LCCoC); and

**WHEREAS**, the community has identified an important need to provide shelter to community residents who are unsheltered; and

**WHEREAS**, the LCCoC issued a Request for Proposals to secure services for operation of a 24/7 emergency shelter through the funding of the Housing and Homeless Incentive Program (HHIP); 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 emergency shelter and supportive 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, Contractor shall provide to County the services described in the “**Scope of Services**” attached hereto and incorporated herein as **Exhibit A** at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and **Exhibits A/B/C/D**, the Agreement shall prevail.
2. **TERM.** This Agreement shall commence on **October 1, 2023**, and shall terminate on **June 30, 2026**, 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 Two Million, Four Hundred Seventeen Thousand, Four Hundred Eighty Nine Dollars and Sixty Four Cents (\$2,417,489.64).**

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 REDWOOD  
COMMUNITY SERVICES FOR FISCAL YEAR 2022-23**

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 30 days written notice. 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: Elise Jones, M.A.  
Behavioral Health Services Director

Redwood Community Services  
PO Box 2077  
Ukiah, CA 95482

Attn: Victoria Kelly, LCSW  
Chief Executive Officer

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 - Description of that portion of property to be used as the temporary emergency housing hub  
Exhibit F - Definitions

8. **TERMS AND CONDITIONS.** Contractor warrants and agrees that it shall comply with all terms and conditions of this Agreement including **Exhibit A, Exhibit B, and Exhibit C**, titled, “**Compliance Provisions,**” **Exhibit D**, titled, “**Business Associate – Qualified Service Organization Agreement,**” and **Exhibit E**, titled, “**Description of that portion of property to be used as the temporary emergency housing hub,**” and **Exhibit F**, titled, “**Definitions**” attached hereto and incorporated herein in addition to all other applicable federal, state and local laws, regulations and policies and all standards stated in federal, state and local Notice of Available Funding, Notice of Funding Opportunity and Request for Proposals.

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND REDWOOD  
COMMUNITY SERVICES FOR FISCAL YEAR 2022-23**

**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

REDWOOD COMMUNITY SERVICES

\_\_\_\_\_  
Chair  
Board of Supervisors

\_\_\_\_\_  
Victoria Kelly  
Chief Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
LYOYD GUINTIVANO  
County Counsel

ATTEST:  
SUSAN PARKER  
Clerk to the Board of Supervisors

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

//

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND REDWOOD  
COMMUNITY SERVICES FOR FISCAL YEAR 2022-23**

**EXHIBIT A – SCOPE OF SERVICES**

**1. CONTRACTOR’S RESPONSIBILITIES. Contractor will resume emergency shelter operations on December 15, 2023.**

1.1 Contractor will provide a safe place for persons in a 24/7 emergency shelter located in the former county juvenile hall at 1111 Whalen Way, Lakeport, CA 95453 through June 30, 2026. These services are guided by Housing, and Homeless Incentive Program (HHIP) Grant Program as well as the Emergency Shelter, California Government Code 65583(4), and 24 CFR 576.403.

1.2 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.

1.3 Contractor agrees to extend to County, Lake County Continuum of Care (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.

1.4 Contractor will provide a safe place for persons in Shelters guided by California COVID-19 prevention and containment protocols for emergency non-congregate shelters and transitional houses as long as the public health emergency is active. This shall include, but is not limited to, spatially distant sleeping accommodations, meal preparations, connections to medically indicated services and supplies including testing. All CDC guidelines will be followed in the provision of these services to ensure the facility remains infection free. If isolation is needed, protocol will be followed and Contractor will operate in close consultation with Lake County Public Health.

1.5 Contractor shall prioritize assistance to homeless individuals and families over assistance to individuals and families at risk of homelessness.

1.6 All expenses of copying records and other documents shall be borne by the party seeking to review those records and/or documents and charged at the rate of \$0.25 cents per page.

1.7 Contractor shall ensure that the logo for Lake County Continuum of Care (LCCoC) is included on flyers, handouts, and any advertising materials for any projects or events that the LCCoC contributes to via funding from this Agreement.

1.8 Contract will notify the County about any change that may affect Contractor’s eligibility and ability to provide services including, but not limited to, changes in licensing, certification, ownership and address.



**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND REDWOOD  
COMMUNITY SERVICES FOR FISCAL YEAR 2022-23**

1.9 Facility Maintenance Responsibilities. Contractor shall be responsible for routine janitorial and grounds maintenance at the facility. Contractor shall not use facility and/or the facility grounds for any purpose not related to the provision of services as described herein.

1.10 Cost of Utilities. Contractor shall be responsible for the utilities. The cost of utilities, water, sewer, and electricity shall be paid by Contractor.

1.11 Damages. Any damages to the facility or the facility grounds shall be promptly reported by Contractor to the LCBHS. The cost of repairs for any damages to the facility or the facility grounds resulting from or related to the Contract's use of the property located at 1111 Whalen Way in Lakeport, CA 95453 shall be the responsibility of the Contractor. Damages due to structural components, such as the foundation, walls, and roof, the County of Lake shall be responsible for. Prior to undertaking such repairs, the Contractor shall contact the County for approval of the plan for and method of repair.

1.12 Alterations. No alterations shall be made to the facility or grounds of the facility by Contractor unless written permission is obtained and received in advance from the County.

1.13 Injury/Harm to Persons. In addition to taking any and all necessary and advisable measures to ensure the care and safety of all persons at the facility located at 1111 Whalen Way, including but not limited to emergency/medical personnel and/or the Lake County Sheriff as applicable, the Contractor shall ensure that any injury or harm to Contractor's staff and/or to any persons staying at the facility at 1111 Whalen Way is reported to Lake County Behavioral Health Services as soon as practically possible.

**2. COUNTY RESPONSIBILITIES**

2.1 Use of County Facility. County of Lake shall provide a portion of the County of Lake - owned premises known as the Lake County (former) Juvenile Home facility at 1111 Whalen Way, for the use as a temporary emergency warming shelter described in Exhibit "E" attached hereto and incorporated herein by reference.

2.2 Facility Maintenance. The County of Lake shall be responsible for all maintenance, repair and when applicable, the replacement of all infrastructure of the facility and the facility grounds on 1111 Whalen Way that have exceeded their life-cycle. This includes, but is not limited to, plumbing, electrical, major appliances, and sewer. Responsibility for payment for repairs resulting from building systems reaching or exceeding their life-cycle shall be borne by County of Lake. Responsibility for payment for repairs resulting from operational damages shall be borne by Contractor. Grounds shall be maintained but not renovated or disturbed by the Contractor only other than routine maintenance.

**3. DESCRIPTION OF SERVICES.**

3.1 Contractor will provide 24/7 non-congregate emergency shelter operations and services daily. This includes 35 beds open to all races, ethnicities, genders, ages and families with

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND REDWOOD  
COMMUNITY SERVICES FOR FISCAL YEAR 2022-23**

children.

3.2 Contractor will set aside 12% or 4-5 beds for youth under the age of 24.

3.3 Contractor will house men and women separately UNLESS members of the same household wish to stay together regardless of gender.

3.4 Contractor will provide dinner, breakfast, a clean bed, and hygiene facilities, and facilitate access to a clothing donation closet and other basic needs.

3.5 Contractor agrees to participate in Lake County Continuum of Care’s Coordinated Entry Systems (CES) as a Coordinated Entry Access Point. This will include but is not limited to Housing Problem Solving interviews, CES project enrollment, exit assessments, and accepting and send clients through the Coordinated Entry System and Housing First model based on client need. Determination of participant referrals will be completed within a timely manner of three business days or less. Contractor will follow CES procedures as contained in LCCoC policy. Contractor and County will follow CES Memorandum of Understanding when established.

3.6 Contractor will ensure equity in services to address the needs for Native Americans, Latinx, Black, elderly, youth, disabled, veterans, LGBTQ and other traditionally underserved populations in a culturally respectful manner.

3.7 Contractor will provide case management including but not limited to providing case management, ECM/CS for housing navigation, peer support counseling, housing stability, mental health, substance abuse, family welfare, education, employment-related, and other life skills social supports to residents. This will include partnering with other service providers and referrals to necessary services including medical, mental health, substance use disorder, food banks, peer support centers, and obtaining benefits.

3.8 Contractor will provide Street Outreach services during the Lake County Continuum of Care’s annual PIT count.

3.9 Contractor will maintain good standing in Lake County Continuum of Care Membership.

4. **PERFORMANCE MEASURES.** Contractor agrees to meet performance measures expectations set through state and federal Notice of Available Funding, Notice of Funding Opportunity, grant application, local Request for Proposal and proposals submitted to LCCoC.

4.1 Compliance with reporting requirements including as follows:

- Expenditure Reports and Submission of monthly Financial Statements
- Homeless Management Information System data requirements
- Coordinated Entry System requirements

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND REDWOOD  
COMMUNITY SERVICES FOR FISCAL YEAR 2022-23**

- Reporting on numbers served, including duplicated and unduplicated, as well as age, gender/sex, race, and ethnicity as requested.

4.2 Meeting expected targeted numbers as follows:

- 300 persons expected to serve with the proposed funding
- 200 persons served through Street Outreach
- 35 shelter beds
- 88 homeless persons exiting the program or project to permanent housing
- 262 persons who return to homelessness after exiting the program or project
- 50 households expected to increase monthly income
- 100% HIC Count Participants
- 2% of destination error rate in HMIS or for VSP's Comparable Data Base
- 95% unduplicated persons in HMIS or for VSP's Comparable Data Base
- Minimum of 12% of total funding will be spent on youth.

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

5.1 Contractor agrees to acquire and/or maintain required Homeless Management Information System (HMIS) license, all required trainings to maintain license and receive technical assistance during HMIS/CES Office Hours from the LCCoC HMIS Administrator. Contractor will follow HUD HMIS data standards procedures as contained in LCCoC policy which include:

A. Timely data entry:

- 1) All entry of data into HMIS will be completed within five (5) business days of the event that generated by the data collection. This includes but is not limited to, Participant Intake, Entry and Exit from Program, and required annual updates if Participant is participating for longer than one year in the program.

B. Accurate and Complete Data:

- 1) 95% of all state and federal defined mandated data points are supplied (fields do NOT reflect a "Null", "Don't Know or Refused" OR "Data Not Collected" value).
- 2) Reflect a 95% or higher data completeness and quality result at all times.

C. Data Collection Methodology:

- 1) HMIS Data Standards and LCCoC HMIS designed program task flow(s) for each homeless program type. This includes but is not limited to client demographics, Household type, health and disability, income and requires Coordinated Entry (CES) enrollment.

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND REDWOOD  
COMMUNITY SERVICES FOR FISCAL YEAR 2022-23**

D. User Training: All Users of the HMIS will receive general HMIS User Training and Security and Privacy training provided by the LCCoC HMIS Administrator prior to receiving login credentials to the HMIS. Additionally, all HMIS Users shall receive updated Security and Privacy training from LCCoC HMIS Administrator annually.

- 1) Contractor will notify HMIS Administrator of any HMIS user departing their HMIS role within 24 hours of departure.

E. Required Reporting: Contractor shall utilize data from the following reports as the basis for requested report submissions and include with their report submission:

- 1) California Department of Housing and Community Development (HCD) HHAP reporting for the program with a data range from the start of the fiscal year to the end of the required report period (cumulative)
- 2) Data will include fiscal as well as narrative on program progress
- 3) Included is a separate reporting of fiscal expenses for youth, minimum 10% of award total.

F. Homeless Count Participation: Contractor will participate in annual required HUD Housing Inventory Count (HIC) by maintaining accurate and up-to-date data in good standing and being responsive to the LCCoC and LCCoC HMIS Administrator's requests for current and accurate information prior to and after the HIC.

G. Performance Review Participation: Contractor will participate in a minimum of an annual Performance Review conducted by the LCCoC.

5.2 Contractor agrees to provide County with Quarterly Reporting as required by State or Federal agencies for compliance with this Agreement.

5.3 All Expenditure reports shall contain a detailed report which must include at a minimum:

- 1) The Contractor's program or project selection process performed in collaboration with LCCOC.
- 2) The Amounts awarded to the activities identified.
- 3) Projected performance measures;
- 4) Contract expenditures, including an itemized breakdown for each fiscal year of this agreement until all funds awarded to contractor have been expended;
- 5) Monthly financial reports on expenditures will be turned in with monthly invoice;
- 6) Progress on the following performance measures and others established by the Contractor and described in this Exhibit to evaluate success in implementing eligible activities listed below:

- A. The number of homeless persons served.
- B. The number of unsheltered homeless persons served, and the average length of time spent as homeless before entry into the program or project;

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND REDWOOD  
COMMUNITY SERVICES FOR FISCAL YEAR 2022-23**

C. The number of homeless persons exiting the program or project to permanent housing.

D. The number of persons that return to homelessness after exiting the program or project.

5.4 Contractor will comply with LCCoC's cultural and racial equity planning, objectives and policy when established.

**6. RECORDS RETENTION.**

6.1 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.

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

**7. PRIORITY HIRING CONSIDERATIONS.** Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

8. LCCOC RESPONSIBILITIES: LCCoC shall provide financial, and pursue engagement with the oversight in collaboration of this contract

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND REDWOOD  
COMMUNITY SERVICES FOR FISCAL YEAR 2022-23**

**EXHIBIT B – FISCAL PROVISIONS**

1. **CONTRACTOR’S FINANCIAL RECORDS.** Contractor shall keep financial records for funds received hereunder, separate from any other funds administered by Contractor, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget’s Cost Principles.

2. **INVOICES.** Contractor shall invoice be submitted in arrears on a monthly basis, by the 15<sup>th</sup> of the following month or such other time that is mutually agreed upon in writing and shall be itemized and formatted to the satisfaction of the County. Contractor’s invoices shall be submitted electronically by email to [LCBHS\\_Fiscal@lakecountycal.gov](mailto:LCBHS_Fiscal@lakecountycal.gov).

3. **AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS.**

3.1 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.

3.2 County will conduct cursory audits on monthly expenditures reported and submitted with invoices to ensure compliance with this agreement.

3.3 County may conduct detailed 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.

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

4. **PAYMENT TERMS.** The LCCOC has determined that **Two Million, Four Hundred Seventeen Thousand, Four Hundred Eighty Nine Dollars and Sixty Four Cents (\$2,417,489.64)** from the Housing and Homeless Incentive Program (HHIP) grant and from the Homeless Housing Assistance and Prevention (HHAP) grants, as administered by the County for emergency shelter and housing navigation services has been allocated for individuals and families, including 10% for unaccompanied youth under age 24, and for which Redwood Community Services, has been awarded. The County will distribute the funding in accordance with the parameters set forth by the California Department Health Care Services for HHIP, via Partnership HealthPlan, and the California Department of Housing and Community Development (HCD) for HHAP.

4.1 Following the full execution of contract, County will provide the funding of **Two Million, Four Hundred Seventeen Thousand, Four Hundred Eighty-Nine Dollars and Sixty-Four Cents (\$2,417,489.64)**, divided monthly across three years. Contractor will submit the monthly invoices for actual costs in year one (October 2023-June 2024) up to \$90,578.69 to account for startup costs. Year 2's (July 2024 – June 2025) monthly invoices for actual costs in

# **AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE LAKE COUNTY CONTINUUM OF CARE AND REDWOOD COMMUNITY SERVICES FOR FISCAL YEAR 2022-23**

the amount of \$69,598.84 and Year 3 (July 2025 – June 2026) monthly invoices for the actual cost in the amount of \$63,924.62.

4.2 Any Grant funds which have not been expended by the Expenditure Deadline must be returned to County with accrued interest.

4.3 At time of invoice, Contractor shall submit a monthly report accounting for expenditures.

4.4 Contractor will not deviate expenditures from budget by more than 10% without negotiating a contract amendment with County.

**5. BUDGET.** Contractor has 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.

5.1 County will allow for invoicing and payment flexibility within the funding categories:

5.1.1 Personal Salaries and Benefits

5.1.2 Operating Expenses

## **5.2 Budget Table**

Redwood Community Services					
Lakeport Emergency Shelter					
October 2023 - June 2026 Financial Projection for Lakeport Emergency Shelter					
SHELTER BUDGET PROJECTION: EXPENSES					
Financial Element	Description	10/23-6/24	7/24-6/25	7/25-6/26	2-2/3 Year Total
Program Director	25-15% FTE; \$110,000+ annually	20,625.00	16,995.00	17,504.85	55,124.85
Program Manager*	100-50% FTE; \$84,000+ annually	63,000.00	66,836.70	44,557.80	174,394.50
Program Supervisor	100% FTE; \$71,985+ annually	53,988.75	74,144.55	76,368.89	204,502.19
Lead Peer Support Counselor	100% FTE; \$23/hr	35,880.00	49,275.20	50,753.46	135,908.66
Peer Support Counselor I-III	750% FTE; \$17.85-21+/hr	231,192.00	317,503.68	327,028.79	875,724.47
Integrated Care Manager*	100-150% FTE; \$24.87+/hr	38,797.20	79,922.23	82,319.90	201,039.33
Housing Navigator*	100% FTE; \$24.87+/hr	38,797.20	53,281.49	54,879.93	146,958.62
Program Analyst (HMIS)	25% FTE; \$20.55-25.96+/hr	8,970.00	12,318.50	12,688.06	33,976.56
Maintenance	33% FTE; \$27.93+/hr	14,362.92	19,746.29	20,338.68	54,447.88

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND REDWOOD  
COMMUNITY SERVICES FOR FISCAL YEAR 2022-23**

IT/Communication Specialist	6% FTE; \$27.93+/hr	2,614.25	3,590.23	3,697.94	9,902.42
Performance & Quality Improv	3% FTE; \$27.93+/hr	1,307.12	1,798.12	1,852.06	4,957.31
Training Specialist	25% FTE; \$30.25+/hr	11,797.50	16,201.90	16,687.96	44,687.36
<b>Total Wages</b>		<b>521,331.94</b>	<b>711,613.89</b>	<b>708,678.31</b>	<b>1,941,624.14</b>
Benefits	26% total wages	135,546.30	185,019.61	184,256.36	504,822.28
<b>Total Personnel Expense:</b>		<b>656,878.25</b>	<b>896,633.50</b>	<b>892,934.67</b>	<b>2,446,446.41</b>
<b>Operating Expenses</b>					
Advertising/Recruitment	Average \$100/month	900.00	600.00	600.00	2,100.00
Conference	3 @ \$3,000/ea	9,000.00	9,000.00	9,000.00	27,000.00
Training	Averages \$200/month	1,800.00	2,400.00	2,400.00	6,600.00
Vehicle Purchase	Passenger van \$72,000 in 2023; Car in 2024 \$55,000	72,000.00	55,000.00	0.00	127,000.00
Transportation Expenses	Average \$1,450/month (\$600 bus passes; \$300 insurance; \$200 maintenance; \$150 fees; \$200 gas)	13,050.00	17,400.00	17,400.00	47,850.00
Facility Maintenance	\$500/month	4,500.00	6,000.00	6,000.00	16,500.00
Insurance	Average \$260/month	2,340.00	3,120.00	3,120.00	8,580.00
Fees/Subscriptions/Permits	Average \$150/month	1,350.00	1,800.00	1,800.00	4,950.00
Equipment	Startup: 5 tech packages (computer, phone, etc.) @ \$1,250/ea; average \$150/month year 2 & 3	6,250.00	1,800.00	1,800.00	9,850.00
Start-up supplies	Approximately \$10,000 for start-up needs (bedding, towels, office furniture, kitchen supplies, etc.)	10,000.00	0.00	0.00	10,000.00
Office Supplies	Average \$150/month	1,350.00	1,800.00	1,800.00	4,950.00
Cleaning Supplies	Average \$500/month	4,500.00	6,000.00	6,000.00	16,500.00
Supplies/Activities	Hygiene (toilet paper, paper towels, soap, shampoo, etc.) average \$700/mo	6,300.00	8,400.00	8,400.00	23,100.00
Telephone/Internet/Security	Average \$875/month (\$75*5 cell phones; \$300 facility phone/internet; \$200 security)	7,875.00	10,500.00	10,500.00	28,875.00
Utilities	Averages \$2,500/month	22,500.00	30,000.00	30,000.00	82,500.00
Food	Average \$2500/month	22,500.00	30,000.00	30,000.00	82,500.00
<b>Lakeport Emergency Shelter</b>					



**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND REDWOOD  
COMMUNITY SERVICES FOR FISCAL YEAR 2022-23**

October 2023 - June 2026 Financial Projection for Lakeport Emergency Shelter					
Financial Element	Description	10/23-6/24	7/24-6/25	7/25-6/26	2-2/3 Year Total
Guest expenses	Miscellaneous guest needs averaging \$200/mo (medication, rental application fees, etc.)	1,800.00	2,400.00	2,400.00	6,600.00
Miscellaneous	Fund for unforeseen supply needs & miscellaneous expenses, averaging \$300/mo	2,700.00	3,600.00	3,600.00	9,900.00
<b>Total Operating Expenses</b>		<b>190,715.00</b>	<b>189,820.00</b>	<b>134,820.00</b>	<b>515,355.00</b>
<b>Total Shelter Expenses</b>		<b>847,593.25</b>	<b>1,086,453.50</b>	<b>1,027,754.67</b>	<b>2,961,801.41</b>
Indirect	16% of total expenses	135,614.92	173,832.56	164,440.75	473,888.23
<b>TOTAL LAKEPORT SHELTER EXPENSES</b>		<b>983,208.17</b>	<b>1,260,286.06</b>	<b>1,192,195.41</b>	<b>3,435,689.64</b>
<b>SHELTER BUDGET PROJECTION: INCOME</b>					
Income Source	Description	2024	2025	2026	Total
Partnership Healthplan of California (PHC) CalAIM Enhanced Care Management	Averages \$10,000/month starting January 2024	60,000.00	120,000.00	120,000.00	300,000.00
PHC CalAIM Community Support Housing Navigation	Averages \$9,000/month starting January 2024	54,000.00	108,000.00	108,000.00	270,000.00
PHC CalAIM Community Support Short-Term Post Hospitalization Housing	Averages \$9,000/month starting January 2024	54,000.00	197,100.00	197,100.00	448,200.00
<b>TOTAL PROJECTED INCOME</b>		<b>168,000.00</b>	<b>425,100.00</b>	<b>425,100.00</b>	<b>1,018,200.00</b>
<b>TOTAL PROJECTED SHELTER INCOME</b>		<b>168,000.00</b>	<b>425,100.00</b>	<b>425,100.00</b>	<b>1,018,200.00</b>
<b>TOTAL PROJECTED SHELTER EXPENSES</b>		<b>983,208.17</b>	<b>1,260,286.06</b>	<b>1,192,195.41</b>	<b>3,435,689.64</b>
<b>Unfunded Shelter Expenses - Lake County Continuum of Care Emergency Shelter RFP application</b>		<b>(815,208.17)</b>	<b>(835,186.06)</b>	<b>(767,095.41)</b>	<b>(2,417,489.64)</b>
<b>Average per month unfunded expenses</b>		<b>-90,578.69</b>	<b>-69,598.84</b>	<b>-63,924.62</b>	<b>-73,257.26</b>

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND REDWOOD  
COMMUNITY SERVICES FOR FISCAL YEAR 2022-23**

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**EXHIBIT C – COMPLIANCE PROVISIONS**

1. **INFORMATION INTEGRITY AND SECURITY.** Contractor shall immediately notify County of any known or suspected breach of personal, sensitive and confidential information related to Contractor's work under this Agreement.
2. **NON-DISCRIMINATION.** During the performance of this Agreement, Contractor shall not deny the contract's benefits to 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. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor shall 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. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., title. 2, §11105.)
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

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND REDWOOD  
COMMUNITY SERVICES FOR FISCAL YEAR 2022-23**

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.)

4.4 Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

**5. INDEMNIFICATION AND HOLD HARMLESS.** The Contractor hereby agrees to protect, defend, indemnify, and hold the County, its officers, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to real and personal property and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contact or agreement. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at the sole expense of the Contractor and to bear all other costs and expenses related thereto.

This provision is not intended to create any cause of action in favor of any third party against Contractor or the County or to enlarge in any way the Contractor's liability, but is intended solely to provide for indemnification of the County of Lake from liability for damages or injuries to third persons or property arising from Contractor's performance pursuant to this 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.

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND REDWOOD  
COMMUNITY SERVICES FOR FISCAL YEAR 2022-23**

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 (\$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 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.

9.5 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.

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND REDWOOD  
COMMUNITY SERVICES FOR FISCAL YEAR 2022-23**

9.6 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.

9.7 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.

9.8 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.

9.9 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 party may be entitled.

**11. ASSIGNMENT.** Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of County except that claims for money due or to become due Contractor from County under this Agreement may be assigned 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.

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND REDWOOD  
COMMUNITY SERVICES FOR FISCAL YEAR 2022-23**

**12. PAYROLL TAXES AND DEDUCTIONS.** Contractor shall promptly forward payroll taxes, insurances and contributions to designated governmental agencies.

**12. INDEPENDENT CONTRACTOR.** It is specifically understood and agreed that, in the making and performance of this Agreement, Contractor is an independent contractor and is not an employee, agent or servant of County. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result agreed for herein.

Contractor is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security and payroll tax withholding.)

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

**14. SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

**15. ADHERENCE TO APPLICABLE DISABILITY LAW.** Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

**16. SAFETY RESPONSIBILITIES.** Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. Contractor agrees that in the performance of work under this Agreement, Contractor will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.

**17. 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.

**18. 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.

**19. 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.

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND REDWOOD  
COMMUNITY SERVICES FOR FISCAL YEAR 2022-23**

**20. UNUSUAL OCCURRENCE REPORTING.** Contractor is required to have procedures for reporting unusual occurrences relating to health and safety issues. Contractor shall report to County any unusual events, accidents, or injuries requiring medical treatment for clients, staff, or members of the community. An unusual occurrence shall be reported to the County in writing (or electronic mail) as soon as possible but no later than three (3) working days of the Contractor's knowledge of the event. An unusual occurrence is subject to investigation by Lake County Behavioral Health Services; and upon a request, a copy of the County's investigation shall be made available to the State Department of Behavioral Health, which may subsequently conduct its own investigation.

**21. OVERSIGHT.** Lake County Behavioral Health Services and Lake County Continuum of Care shall conduct oversight and impose sanctions on the Contractor for violations of the terms of this Agreement, and applicable federal and state law and regulations, in accordance with Welfare & Institutions Code 14712(3) and CCR, Title 9, Section 1810.380 and 1810.385.

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**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND REDWOOD  
COMMUNITY SERVICES FOR FISCAL YEAR 2022-23**

**EXHIBIT D - BUSINESS ASSOCIATE  
AGREEMENT**

**THIS HIPAA BUSINESS ASSOCIATE AGREEMENT** (the "Agreement") is entered into effective January 1, 2023 (the "Effective Date"), by and between **Redwood Community Services** ("Business Associate") and **Lake County Behavioral Health Services** (the "Covered Entity").

Business Associate and Covered Entity have a business relationship (the "Relationship" or the "Agreement") in which Business Associate may perform functions or activities on behalf of Covered Entity involving the use and/or disclosure of protected health information received from, or created or received by, Business Associate on behalf of Covered Entity. ("PHI"). Therefore, if Business Associate is functioning as a business associate to Covered Entity, Business Associate agrees to the following terms and conditions set forth in this HIPAA Business Associate Agreement.

1. **Definitions.** For purposes of this Agreement, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996, and any amendments or implementing regulations ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009), and any amendments or implementing regulations ("HITECH"). Additionally, for this agreement, Protected Health Information (PHI) includes electronic Protected Health Information (ePHI); Personally Identifiable Information (PII); and Personal Information (PI).
2. **Compliance with Applicable Law.** The parties acknowledge and agree that, beginning with the relevant effective dates, Business Associate shall comply with its obligations under this Agreement and with all obligations of a business associate under HIPAA, HITECH and other related laws, as they exist at the time this Agreement is executed and as they are amended, for so long as this Agreement is in place.
3. **Permissible Use and Disclosure of Protected Health Information.** Business Associate may use and disclose PHI to carry out its duties to Covered Entity pursuant to the terms of the Relationship. Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities.



**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND REDWOOD  
COMMUNITY SERVICES FOR FISCAL YEAR 2022-23**

If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.

4. **Limitations on Uses and Disclosures of PHI.** Business Associate shall not, and shall ensure that its directors, officers, employees, and agents do not, use or disclose PHI in any manner that is not permitted or required by the Relationship, this Agreement, or required by law. All uses and disclosures of, and requests by Business Associate, for PHI are subject to the minimum necessary rule of the Privacy Standards and shall be limited to the information contained in a limited data set, to the extent practical, unless additional information is needed to accomplish the intended purpose, or as otherwise permitted in accordance with Section 13405(b) of HITECH and any implementing regulations.
5. **Required Safeguards To Protect PHI.** Business Associate agrees that it will implement appropriate safeguards in accordance with the Privacy Standards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement.
6. **Reporting of Improper Use and Disclosures of PHI.** Business Associate shall report within 24 business hours to Covered Entity a use or disclosure of PHI not provided for in this Agreement by Business Associate, its officers, directors, employees, or agents, or by a third party to whom Business Associate disclosed PHI. Business Associate shall also report within 24 business hours to Covered Entity a breach of unsecured PHI, in accordance with 45 C.F.R. §§ 164.400-414, and any security incident of which it becomes aware. Report should be made to:

Compliance Officer  
Lake County Behavioral Health  
Services 1-877-610-2355

7. **Mitigation of Harmful Effects.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements. Business Associate shall cooperate with Covered Entity's breach notification and mitigation

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND REDWOOD  
COMMUNITY SERVICES FOR FISCAL YEAR 2022-23**

activities, and shall be responsible for all costs incurred by Covered Entity for those activities.

8. **Agreements by Third Parties.** Business Associate shall enter into an agreement with any agent or subcontractor of Business Associate that will have access to PHI. Pursuant to such agreement, the agent or subcontractor shall agree to be bound by the same restrictions, terms, and conditions that apply to Business Associate under this Agreement with respect to such PHI.
9. **Access to Information.** Within five (5) days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. § 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within two (2) days forward such request to Covered Entity.
10. **Availability of PHI for Amendment.** Within five (5) days of receipt of a request from Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. § 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within two (2) days forward such request to Covered Entity.
11. **Documentation of Disclosures.** Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
12. **Accounting of Disclosures.** Within five (5) days of notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, Business Associate shall make available to Covered Entity information to permit Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. § 164.528. In the case of an electronic health record maintained or hosted by Business Associate on behalf of Covered Entity, the accounting period shall be three (3) years and the accounting shall include disclosures for treatment, payment and

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND REDWOOD  
COMMUNITY SERVICES FOR FISCAL YEAR 2022-23**

healthcare operations, in accordance with the applicable effective date of Section 13402(a) of HITECH. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall within two (2) days forward such request to Covered Entity.

13. **Electronic PHI.** To the extent that Business Associate creates, receives, maintains or transmits electronic PHI on behalf of Covered Entity, Business Associate shall:
- (a) Comply with 45 C.F.R. §§164.308, 301, 312, and 316 in the same manner as such sections apply to Covered Entity, pursuant to Section 13401(a) of HITECH, and otherwise implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI;
  - (b) Ensure that any agent to whom Business Associate provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect it; and
  - (c) Report to Covered Entity any security incident of which Business Associate becomes aware.
14. **Judicial and Administrative Proceedings.** In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, Covered Entity shall have the right to control Business Associate's response to such request. Business Associate shall notify Covered Entity of the request as soon as reasonably practicable, but in any event within two (2) days of receipt of such request.
15. **Availability of Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure and privacy protection of PHI received from Covered Entity, or created, maintained or received by Business Associate on behalf of the Covered Entity, available to the Covered Entity, the State of California, and the Secretary of the Department of Health and Human Services, in the time and manner designated by the Covered Entity, State or Secretary, for purposes of determining Covered Entity's compliance with the Privacy Standards. Business Associate shall notify the Covered Entity upon receipt of such a request for access by the State or Secretary, and shall provide the Covered Entity with a copy of the request as well as a copy of all materials disclosed.
16. **Breach of Contract by Business Associate.** In addition to any other rights Covered Entity may have in the Relationship, this Agreement or by operation of law or in

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND REDWOOD  
COMMUNITY SERVICES FOR FISCAL YEAR 2022-23**

equity, Covered Entity may i) immediately terminate the Relationship if Covered Entity determines that Business Associate has violated a material term of this Agreement, or ii) at Covered Entity's option, permit Business Associate to cure or end any such violation within the time specified by Covered Entity. Covered Entity's option to have cured a breach of this Agreement shall not be construed as a waiver of any other rights Covered Entity has in the Relationship, this Agreement or by operation of law or in equity.

17. **Effect of Termination of Relationship.** Upon the termination of the Relationship or this Agreement for any reason, Business Associate shall return to Covered Entity or, at Covered Entity's direction, destroy all PHI received from Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system, unless said information has been de-identified and is no longer PHI. This provision shall apply to PHI that is in the possession of Business Associates or agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Agreement, even after termination of the Relationship or the Agreement, until such time as all PHI has been returned, de-identified or otherwise destroyed as provided in this Section.
18. **Injunctive Relief.** Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this Agreement would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.
19. **Indemnification.** Business Associate shall indemnify and hold harmless Covered Entity and its officers, trustees, employees, and agents from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by Covered Entity arising from a violation by Business Associate of its obligations under this Agreement.
20. **Exclusion from Limitation of Liability.** To the extent that Business Associate has limited its liability under the terms of the Relationship, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude any damages to Covered Entity arising from Business Associate's breach of its obligations relating to the use and disclosure of PHI.
21. **Owner of PHI.** Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI used or disclosed by or to Business Associate by

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND REDWOOD  
COMMUNITY SERVICES FOR FISCAL YEAR 2022-23**

Covered Entity.

22. **Third Party Rights.** The terms of this Agreement do not grant any rights to any parties other than Business Associate and Covered Entity.
23. **Independent Contractor Status.** For the purposed of this Agreement, Business Associate is an independent contractor of Covered Entity, and shall not be considered an agent of Covered Entity.
24. **Changes in the Law.** The parties shall amend this Agreement to conform to any new or revised legislation, rules and regulations to which Covered Entity is subject now or In the future including, without limitation, HIPAA, HITECH, the Privacy Standards, Security Standards or Transactions Standards.

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

Redwood Community Services

Lake County Behavioral Health Service

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Victoria Kelly, LCSW

Name: Elise Jones, MA

Title: Chief Executive Officer

Title: Behavioral Health Services Director

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**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND REDWOOD  
COMMUNITY SERVICES FOR FISCAL YEAR 2022-23**

**EXHIBIT E - DESCRIPTION OF THAT PORTION OF LAKE COUNTY JUVENILE  
HOME FACILITY AT 1111 WHALEN WAY TO BE USED AS THE TEMPORARY  
EMERGENCY SHELTER**



**EXHIBIT F – DEFINITIONS**

# **AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE LAKE COUNTY CONTINUUM OF CARE AND REDWOOD COMMUNITY SERVICES FOR FISCAL YEAR 2022-23**

1. Definitions of terms throughout this Agreement are as follows:

**Coordinated Entry System (CES)** – An approach to coordinate and manage a crisis response system that allows users to make consistent decisions from available information to efficiently and effectively connect people to interventions that will rapidly end their homelessness.

**Homeless Management Information System (HMIS)** – Information system designated by a local Continuum of Care (CoC) to comply with the requirements of CoC Program interim rule 24CFR 578. It is a locally-administered data system used to record and analyze client, service, and housing data for individuals and families who are homeless or at risk of homelessness.

**Homeless Person** – People who are living in a place not meant for human habitation, in an emergency shelter, in transitional housing, or exiting an institution where they temporarily reside.

**Risk of Homelessness** – For individual and families who do not meet the definition of “homeless” under any of the categories established in the Homeless Definition final rule, the McKinney-Vento Act was amended to allow homeless prevention assistance to be provided to persons who are “at risk of homelessness.”

**Temporary Emergency Shelter** – Any facility with overnight sleeping accommodation, the primary purpose of which to provide temporary shelter for the homeless in general. In this context, for overnight only.

**Unsheltered Homeless Person** – Anyone whose primary nighttime residence – where they sleep – is a place not designed or ordinarily used for sleeping, including: vehicles, parks, abandoned buildings, bus or train stations, airports or camping grounds.

**Youth** – Age 24 or younger

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**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**LAKE COUNTY BEHAVIORAL HEALTH SERVICES**  
**And**  
**LAKE COUNTY CONTINUUM OF CARE**  
**For COLLABORATIVE APPLICANT AND LEAD AGENCY SERVICES**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Lake County Behavioral Health Services, herein referred to as "LCBHS" and Lake County Continuum of Care, herein referred to as "CoC", hereinafter jointly referred to as the "Parties". The purpose of this document is to set forth the types and terms of collaborative services between LCBHS and CoC.

**WITNESSETH:**

WHEREAS, the CoC designated the LCBHS as the Collaborative Applicant and Lead Agency for the CoC by vote on September 18, 2019; and

WHEREAS, the CoC reestablished the LCBHS as the Collaborative Applicant and Lead Agency for the CoC by vote on September 19, 2022; and

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the Parties hereto agree as follows:

**1. PURPOSE**

The purpose of this MOU is to confirm agreements between the CoC and LCBHS related to the roles of Collaborative Applicant and Lead Agency and the CoC.

This MOU reestablishes the LCBHS as the Collaborative Applicant and Lead Agency for the CoC, defines general understandings, and defines the roles and specific responsibilities of each Party relating to the positions of Collaborative Applicant and Lead Agency.

Collaborative applicant is defined to mean an eligible applicant (a private nonprofit organization, State, local government, or instrumentality of State and local government) that has been designated by the CoC to apply for grant funding on behalf of the CoC.

**2. TERM**

The term of this MOU is \_\_\_\_\_, 2023 through December 31, 2025.

**3. FISCAL EXPLANATION**

This is a nonfinancial MOU and there are no costs associated with this agreement.

**4. RESPONSIBILITIES**

The responsibilities of LCBHS and CoC are set forth in Attachment 1, Description of Services, attached hereto and by this reference incorporated herein. These services are being provided with no cost to either LCBHS or CoC.

**5. TERMINATION**

This MOU may be terminated by either Party upon the giving of sixty (60) days advance written notice of an intention to terminate.

**6. NON-ASSIGNMENT**

Neither Party shall assign, transfer or sub-contract this MOU nor their rights or duties under this MOU without the prior written consent of the other Party.



## **7. RECORDS**

All Parties subject to this MOU shall maintain a record of services provided in sufficient detail to permit evaluation of the MOU. All such records shall be made available during normal business hours to authorized representatives of County, State, and Federal governments during the term of this MOU and during the period of record retention for the purpose of program review and/or fiscal audit.

## **8. COMPLIANCE WITH LAWS/POLICIES**

The Parties shall comply with all applicable laws, rules and regulations related to U.S. Department of Housing and Urban Development (HUD) CoC and Emergency Solutions Grant (ESG) regulations. As well as compliance with State and other funding regulations, standards, and guidelines.

## **9. CONFIDENTIALITY**

The Parties shall act in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 827, 5328, 10850 and 14100.2, Health and Safety sections 11977 and 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal Regulations sections 2.1 et seq. The Parties shall ensure that no list of persons receiving services under this MOU is published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements for confidentiality.

## **10. NON-DISCRIMINATION**

During the performance of this MOU, the Parties shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations, as set forth in Attachment 11, Assurance of Compliance, attached hereto and by this reference incorporated herein.

## **11. RELATIONSHIP OF PARTIES**

It is understood that this is a MOU by and between a coalition of interested entities addressing homelessness and a department of County government and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

## **12. NO THIRD PARTY BENEFICIARIES**

Both LCBHS and CoC agree it is their specific intent that no other person or entity shall be a Party to or a third Party beneficiary of this MOU or and attachment or addenda to this MOU.

## **13. INDEMNIFICATION**

*Both LCBHS and CoC agree to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law.*

## **14. NOTICE**

Any and all notices, reports or other communications to be given to LCBHS or CoC shall be given to the persons representing the respective parties at the following addresses:

### **Department of Behavioral Health Services**

Name: Scott Abbott  
Title: Behavioral Health Services, Program Manager  
Address: PO BOX 1024, Lucerne, CA 95458  
Email: scott.abbott@lakecountyca.gov

### **Lake County Continuum of Care**

Name: Kimbralee Guerra  
Title: Chair  
Address: 160 S Main Street, Lakeport, CA 95453  
Email: GuerraK@redwoodcommunityservices.org

**15. PUBLIC RECORDS ACT**

Both LCBHS and CoC are aware that this MOU and any documents provided are related only to this MOU may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of both LCBHS and CoC to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that LCBHS and CoC agree with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

**16. ENTIRE AGREEMENT AND MODIFICATION**

This MOU contains the entire agreement of the Parties relating to the subject matter of this MOU and supersedes all prior agreements and representations with respect to the subject matter hereof. This MOU may only be modified by a written amendment hereto, executed by both Parties. If there are attachments attached hereto, and a conflict exists between the terms of this MOU and any attachment, the terms of this MOU shall control.

**17. ENFORCEABILITY AND SEVERABILITY**

The invalidity or enforceability of any term or provisions of this MOU shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

**18. DISPUTES**

Both LCBHS and CoC shall use good faith efforts to resolve any disputes prior to bringing any action to enforce the terms of this MOU.

Should it become necessary for a Party to this MOU to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by LCBHS and CoC hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Lake, State of California.

**19. CAPTIONS**

The captions of this MOU are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this MOU.

**20. OTHER DOCUMENTS**

Both LCBHS and CoC agree that they shall cooperate in good faith to accomplish the object of this MOU and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

**21. CONTROLLING LAW**

The validity, interpretation and performance of this MOU shall be controlled by and construed under the laws of the State of California.

**22. AUTHORITY**

LCBHS and CoC and each Party's signatory warrant and represent that each has full authority and capacity to enter into this MOU in accordance with all requirements of law. The Parties also warrant that any signed amendment or modification to the MOU shall comply with all requirements of law, including capacity and authority to amend or modify the MOU.

## ATTACHMENT 1

### DESCRIPTION OF SERVICES

Unless indicated otherwise herein, LCBHS shall furnish all labor, materials, transportation, supervision, and management and pay all taxes required to complete the project described below.

A majority of services shall be provided at LCBHS offices located at 6302 Thirteenth Ave., Lucerne, CA 95458. Services may also be provided at various locations county-wide.

#### **1. CoC Responsibilities**

- A. Designate a Collaborative Applicant and Lead Agency.
- B. Designate responsibilities to the Collaborative Applicant and Lead Agency.
- C. Review the CoC Governance Charter annually in consultation with the Collaborative Applicant.
- D. Fulfill the responsibilities as contained in the By-Laws for the General Membership, Executive Committee, Subcommittees, and Workgroups.
- E. Strive for transparency and accountability with the community, including:
  - a) Inviting partnerships, collaborations, and membership opportunities to community stakeholders, particularly those with lived experience and traditionally underserved populations.
  - b) Assessing, evaluating, and prioritizing the homeless needs of the community through open forum.
  - c) Ensuring that grant funds are awarded fairly and appropriately to address identified homeless needs within the community.
  - d) Ensuring homeless services are being performed with quality.
  - e) Providing an oversight of how funding has been utilized.

#### **2. LCBHS Responsibilities**

- A. As Collaborative Applicant, the LCBHS shall:
  - a) Serve as the applicant for project sponsors who jointly submit a single application for grants on behalf of the CoC, receive grants directly from the source, distribute grants to awarded project sponsors, and provide training to grant recipients as needed.
  - b) Design a collaborative process for the development of applications for grant funding and for evaluating outcomes of projects for which funds are awarded, which includes:
    - Ensuring compliance with grant program requirements;
    - Ensuring compliance with grant selection criteria; and
    - Establishing priorities for funding projects in the geographic area involved.
  - c) Ensure that all funds disbursed are properly accounted for, appropriate services conducted, and records maintained in accordance with Generally Accepted Accounting Principles.
  - d) Provide technical assistance and training to provider agencies to ensure compliance with U.S. Department of Housing and Urban Development (HUD) CoC and ESG regulations, as well as compliance with State and other funding regulations, standards, and guidelines.
  - e) Participate in the Consolidated Plan for the geographic area served by the CoC.

- f) Ensure operation of, and consistent participation by, project sponsors in the Homeless Management Information System.
- g) Review HUD rules, regulations, and guidance and suggest updates to the Governance Charter.
- h) In consultation with the CoC Executive Committee, submit the annual application to HUD for CoC Program funding.
- i) Submit the annual CoC Planning Funds application to HUD.
- j) Submit the Consolidated Application to HUD through the Electronic Special Needs Assistance Programs (ESNAPS).

B. As Lead Agency, the LCBHS shall:

- a) Coordinate and oversee CoC Executive Committee meetings and All Membership meetings. This includes:
  - Scheduling meetings;
  - Developing meeting agendas;
  - Issuing meeting materials; and
  - Posting relevant documents to the CoC website.
- b) Provide support for CoC Executive Committee and all CoC committees.
- c) Build strategic partnerships and cultivate new service partnerships within the community.
- d) Complete the strategic plan updates with local and county governments.
- e) Monitor provider agencies' programmatic and financial management to ensure compliance with HUD CoC, ESG, State, and other regulations, standards and guidelines.
- f) Support the Performance Review Committee, measure and monitor performance of CoC funded projects. This includes developing strategic goals to end homelessness, collecting and disseminating data to measure performance toward those goals, and continuously evaluating and improving performance.
- g) Maintain the Lake County Continuum of Care website to provide transparency to the activities of the CoC.

**3. Associated Costs**

- a) LCBHS will utilize grant funding obtained for the CoC to pay for the operating costs associated with the salary of an analyst/HMIS Administrator for the CoC, HMIS software and licenses, and costs associated with Coordinated Entry System such as a contracted central provider, as well as consultants to assist with HMIS, writing for grants, and other quality improvement efforts.
- b) LCBHS will offer in-kind funding support to pay for a program manager, fiscal personnel support, and County Counsel as needed.
- c) Additional costs will be agreed upon by both parties to determine payment.

ATTACHMENT 11

ASSURANCE OF COMPLIANCE

WITH

THE LAKE COUNTY DEPARTMENT OF BEHAVIORAL HEALTH SERVICES  
NONDISCRIMINATION IN STATE AND FEDERALLY  
ASSISTED PROGRAMS

Lake County Continuum of Care

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HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940 ©, (h) (1), (1), and U); California Government Code, Section 4459; Title 22, California Code of Regulations 98000 -98413, and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, physical disability, mental disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief or sexual orientation of any person be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21 will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representative, have affixed their hands on the day and year first above written.

## LAKE COUNTY CONTINUUM OF CARE

Kimbralee Guerra, Chair Lake County Continuum of Care	Date
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## LAKE COUNTY BEHAVIORAL HEALTH SERVICES

Elise Jones, Director Date  
Lake County Behavioral Health Services

**APPROVED AS TO FORM**

Lloyd Guintivano Date  
County Counsel