



Lake County
Continuum of Care
Governing By-Laws 2023
Adopted August 3, 2023

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

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Lake County Continuum of Care

Article I – Organization

Section 1 - Organization's Name

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

Section 2 - Geographic Area

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

Section 3 – Purpose

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

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

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

The specific purpose of the LCCoC is:

- 1.) Promote communitywide commitment to the goal of ending homelessness.
- 2.) Assist individuals and families who are homeless, at risk for homelessness, very low or low-moderate income, to attain and maintain safe, decent affordable housing and supportive services.
- 3.) Promote access to and effective utilization of mainstream programs by homeless individuals and families.
- 4.) Optimize self-sufficiency among individuals and families experiencing homelessness.
- 5.) Coordinate the census of persons experiencing homelessness in the geographic areas, required by HUD, otherwise known as the Point in Time (PIT) Count.

Section 4 – Collaborative Applicant

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

Section 5 – Principal Office

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

Article II - General Membership Establishment

Section 1 - Organization Representatives

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

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

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

Organization or program representatives must be clearly designated as such on their membership application form. Each approved organization/program is authorized one vote from their perspective organization/program at the General Membership Meeting. Organization representation at standing committees may vote on behalf of their perspective agency if stated on the agency application, along with alternate voter if the primary voter is not present. Organizations/programs like the County of Lake, which has multiple departments and specialized branches within those departments may elect to have one voting member represent each branch, so long as it is clearly outlined in the membership application form. Please see Article VII – Section 3 Voting.

Section 2 – Community-At-Large Voting Representatives

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

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

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

Section 3 – Residents Non-Voting Members /Guests

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

Section 4 - Nomination for Membership

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

Membership is achieved by:

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

Section 5 – Executive Committee Establishment

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

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

The LCCoC Executive Committee will be representative of the relevant organizations, agencies, programs and of projects serving individuals experiencing homeless as

required by HUD which are: chronic substance abusers, chronically homeless individuals, chronically homeless families, families, persons with HIV/AIDS, seriously mentally ill, veterans, veterans-females, victims of domestic violence, unaccompanied youth under age 18 and youth aged 18-24.

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

If the Executive Committee Chair is vacated, the Vice-Chair will complete the rest of the Chair's term. An acting Vice-Chair will be elected by a vote of the majority of the LCCoC General Membership at any meeting a quorum is present. Other vacancies among the Executive Committee members (besides Secretary) may be filled by a vote of the majority of the LCCoC General Membership at any meeting a quorum is present. The elected successor will be the committee representative for the remainder of the term, of the person vacating the Executive Committee. At the end of the term, a regular election will be held as described in this governing document.

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

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

Section 1 - Operation of the Continuum of Care.

- 1.1) Hold meetings for the full membership, with published agendas, at least four times a year.
- 1.2) Make an invitation for new members to join publicly available within the geographic area at least annually.
- 1.3) Adopt and follow a written process, included in Article II Section 4, to select an Executive Committee to act on behalf of the Continuum of Care. The process must be reviewed, updated, and approved by the LCCoC at least once every year, in accordance with the Interim Rule of the HEARTH Act, as described in § 578.7 Responsibilities of the Continuum of Care.
- 1.4) Appoint additional committees, sub-committees, and workgroups.
- 1.5) In consultation with the Collaborative Applicant and the HMIS lead, develop, follow, and review annually the Governing By-Laws, which will include all procedures and

policies needed to comply with Article III Section 2 HMIS requirements as prescribed by HUD, a code of conduct and recusal process for committee chair(s), and any person acting on behalf of the Executive Committee.

- 1.6) Consult with recipients and sub-recipients to establish performance targets appropriate for population and program type, monitor recipient and sub-recipient performance, evaluate outcomes, and act against poor performers.
- 1.7) Evaluate outcomes of projects funded under the LCCoC grant-funded projects, and report to the state and/or HUD.
- 1.8) In consultation with recipients of LCCoC project funds within the geographical area, establish and operate either a centralized or coordinated assessment system that provides an initial, comprehensive assessment of the needs of individuals and families for housing and services. The LCCoC must develop a specific policy to guide the operation of the centralized or coordinated assessment system on how its system will address the needs of individuals and families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, or stalking, but who are seeking shelter or services from non-victim service providers. This system must comply with any requirements by HUD by Notice.
- 1.9) In consultation with recipients of LCCoC project funds within the geographic area, establish and consistently follow written standards for providing LCCoC assistance. At a minimum, these written standards must include:
 - (a) Policies and procedures for evaluating individual and family eligibility for assistance under this section.
 - (b) Policies and procedures for determining and prioritizing which eligible individuals and families will receive transitional housing assistance.
 - (c) Policies and procedures for determining and prioritizing which eligible individuals and families will receive rapid rehousing assistance.
 - (d) Standards for determining what percentage or amount of rent each program participant must pay while receiving rapid rehousing assistance.
 - (e) Policies and procedures for determining and prioritizing which eligible individuals and families will receive permanent supportive housing.
 - (f) Where the Continuum is designated a high-performing community, as described in Subpart G, policies and procedures set forth in 24 CFR 576.400(e)(3)(vi), (e)(3)(vii), (e)(3)(viii), and (e)(3)(ix). In governance not bylaws.

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

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

- 2.5) Ensure the HMIS is administered in compliance with requirements prescribed by HUD.

Section 3 - Lake County Continuum of Care Planning

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

- (a) Outreach, engagement, and assessment.
- (b) Shelter, housing, and supportive services. (c) Prevention strategies.

3.2) Planning for and conducting, as least biennially, a point-in-time count of individuals experiencing homelessness within the geographic area that meets the following requirements: Individuals experiencing homelessness who are living in a place not designed or ordinarily used as a regular sleeping accommodation for humans must be counted as unsheltered homeless persons.

- (a) Persons living in emergency shelters and transitional housing projects must be counted as sheltered individuals experiencing homelessness. (b) Other requirements established by HUD by Notice.

3.3) Conducting an annual gaps analysis of the homeless needs and services available within the geographic area.

3.4) Providing information required to complete the Consolidated Plan within the LCCoC's geographic area.

3.5) Consulting with state and local government grant project recipients within the LCCoC Geographic area, on the plan for allocating grant project funds and reporting on and evaluating the performance of LCCoC grant project recipients and sub- recipients.

Section 4 - Preparing an Application for Funds

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

4.1) Assist in the recommendation process for the development of applications and approve the submission of applications in response to a Notice of Funding Available (NOFA) published by HUD under § 578.19 of this subpart.

4.2) Determine if one application for funding will be submitted for all projects within the geographical area or if more than one application for the projects within the geographic area:

- (a) If more than one application will be submitted, designate an eligible applicant to be the Collaborative Applicant that will collect and combine the required application information from all applicants and for all projects within the geographic area that the LCCoC has selected funding. The Collaborative Applicant will also apply for LCCoC planning activities. If the LCCoC is an eligible applicant, it may designate itself.

- (b) If only one application will be submitted, that applicant will be the collaborative applicant and will collect and combine the required application information from all projects within the geographic area that the LCCoC has selected for funding and apply for Continuum of Care planning activities.
- 4.3) The LCCoC retains all its responsibilities, even if it designates one or more eligible applicants other than itself to apply for funds on behalf of the Continuum. This includes approving the LCCoC application.

Article IV - LCCoC Executive Committee

Section 1 - Executive Committee

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

Section 2 - Executive Committee Responsibilities

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

2.3) The Vice-Chair will:

- (a) Preside at regularly scheduled Executive Committee and General Membership meetings in the absence of the Chair.
- (b) Conduct all CoC Chair responsibilities in the absence of the Chair.
- (c) Succeed the Chair upon the Chair's resignation or vacancy until the next term.

2.4) The Executive Committee Secretary will:

- (a) Keep accurate records of the acts and proceedings of all LCCoC meetings, including the names of those in attendance.
- (b) Prepare, at the direction of the Executive Committee Chairs, and distribute meeting agendas at least 72 hours (3 days) prior to all regular meetings; the distribution includes emailing the agenda to the General Membership and posting the agenda to the LCCoC website.
- (c) Prepare and distribute prior General, Executive Committee, and Special Meeting Minutes at all regular General Membership meetings.
- (d) Have general charge of LCCoC records and shall keep records at the principal office of the LCCoC.

2.5) The Collaborative Applicant Representative will:

- (a) Provide grant status reports to the Executive Committee.
- (b) Make financial records and statements available to the Committee and to the public, see Article VI Section 1.
- (c) Assign the CoC Secretary.
- (d) Apply for LCCoC funding on behalf of the LCCoC.
- (e) The Collaborative Applicant Representative will facilitate General and Executive meetings in the absence of the Chair and Vice-Chair.

2.6) The LCCoC Executive Committee will appoint committees, subcommittees, or working groups to assist the Executive Committee in carrying out the LCCoC goals and policies.

- (a) The LCCoC Executive Committee will determine the appropriate number of committee members.
- (b) The Standing Committees will be comprised of at least three LCCoC members and a minimum of three members will constitute a quorum for the transaction of business at any Standing Committee meeting.
- (c) The LCCoC Executive Committee will determine whether a committee meeting will be an open or closed meeting.

2.7) The Executive Committee is the governance body and is the final decider for LCCoC Business, including all policies and procedures, from Standing Committees, Working Groups, and General Members recommendations.

There are several categories of business for the CoC, approving committee policies and procedures, fiscal duties (which includes approving and monitoring Request for Proposals from the LCCoC), HUD data requirements, minor actions such as letters of support and requests for HMIS data. Letters of support requested of the Executive Committee and from nonmember agencies will require an action from the Executive Committee.

This Governing By-Laws allows the Executive Chair to respond to requests of

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

Article V – LCCoC Standing Committees

Section 1 – Strategic Planning Committee and Equity Advisory Working Group

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

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

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

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

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

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

c) The Equity Advisory Working Group shall review all policies and procedures of the LCCoC to ensure proper language and considerations are included. This body will review each Notice of Funding Availability (NOFA) that is released, to make sure there is no bias, actual, or perceived.

d.) The Equity Advisory working group will review HMIS data annually.

e.) The Equity Advisory Working Group will advise the Administrative Agency on how best to provide culturally proficient training to the General Membership. f)

The Equity Advisory Working Group will outreach to all specific population groups for opportunities and engagement for the LCCoC.

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

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

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

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

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

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

- a.) In consultation with recipients of LCCoC project funds within the geographic area, establish and consistently follow written standards for providing LCCoC assistance:
- b.) Landlord/Tenant Policies and Procedures for obtaining and maintaining housing and mediation when problems arise.
- c.) Client Rights to receive services from the LCCoC.
- d.) Policies and procedures for determining and prioritizing which eligible individuals and families will receive rapid rehousing assistance.

- e.) Standards for determining what percentage or amount of rent each program participant must pay while receiving rapid rehousing assistance.
- f.) Client termination policies and procedures.
- g.) Establish Rapid Rehousing processes that are aligned with ESG Rapid Rehousing program requirements.

Section 3 – Point in Time (PIT) Count Committee

- 3.1) The PIT Chair will appoint, from this committee, a team leader for each geographical location of Lake County. Other team leaders may be appointed, as needed, from the General Membership.
- 3.2) The PIT Committee shall be responsible for establishing the survey methods and tools for the annual count of individuals experiencing homelessness in Lake County.
- 3.3) The PIT Committee will coordinate the annual count of individuals experiencing homelessness, ensuring that proper procedure is followed.
- 3.4) The PIT Chair will report the findings to the General Membership and to HUD.

Section 4 – Performance Review Committee

- 4.1 The Performance Review Committee shall be comprised of three LCCoC members in good standing, of whom one or two should be/or have been recipients or sub-recipients of LCCoC funding. The Performance Review Committee shall:
 - a) Be responsible for recommending to the General Membership performance targets for population and program type.
 - b) Assist the General Membership in monitoring recipient and sub-recipient performance and evaluating outcomes; allowing the General Membership to act against poor performers and to report outcomes to HUD.
 - c) Evaluate the outcome of any project(s) funded allowing the LCCoC to report those outcomes to HUD.
 - d) The committee will be responsible for providing technical support to the Collaborative Applicant to assist in the completion of the applications for grant funds in response to a Notice of Funding Availability (NOFA).
 - e) Provide guidance in preparing the application and updates to assist the LCCoC in the application and grant process as outlined at 24 CFR 578.15 et seq.
- 4.2 The Grant Selection Working Group shall be comprised of three or more LCCoC members in good standing, with a minimum of decided members to score any Request for Proposal for LCCoC grant projects. The Grant Selection Working Group shall:
 - a) Meet regularly to review the annual gaps analysis and strategic plan for project guidance: to align projects with the Coordinated Entry System in what is needed in the Lake County community.
 - b) Make recommendations to the Administrative Applicant for community-based projects with future Notice of Funding Available (NOFA) applications to the state or HUD.

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

Section 5– Interfaith Committee (Ad-Hoc Committee)

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

Article VI – Collaborative Applicant and HMIS Lead

Section 1- Collaborative Applicant

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

1.1 HUD Responsibilities of the Collaborative Applicant:

- a.) Collects and submits the LCCoC Registration, Consolidated Application and CoC Priority Listing.
- b.) Applies for LCCoC planning funds on behalf of the LCCoC.
- c.) Acts on behalf of the LCCoC when applying for HUD grants and is the point of contact with HUD representatives.

Collaborative Applicants Additional Responsibilities:

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

Section 2 –Homeless Management Information System (HMIS)

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

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

Section 1- Meetings

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

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

Section 2 – Quorum

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

Section 3 – Absenteeism

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

Section 4 – Voting

At General Membership and Executive Committee meetings, business items may be decided by arriving at a consensus. If a vote is necessary, all votes will be by voice, hand, or ballot as determined by the majority in attendance. A simple majority is needed to pass a business item, to vote on members, and to elect Executive Committee members. A

two-thirds majority will be required to approve the Governing By-Laws. No member may vote on any item which presents a real or perceived conflict-of-interest.

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

General Members will approve agendas, meeting minutes, vote for General Members and Executive Committee Members, and approve the annual Governing By-Laws. The Executive Committee will vote on, and be the final decider for LCCoC business items, which include the HMIS contract, professional consultant contracts, applying for and distributing grant funding, and any other related general business for the LCCoC.

Proxies – Section 5

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

Conflict of Interest – Section 6

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

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

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

Standard of Conduct – Section 7

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

and who will demonstrate exemplary leadership in public settings on behalf of the LCCoC.

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

Grievance Process – Section 8

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

Non-Discrimination – Section 9

The LCCoC is committed to providing equal opportunity for all members, extended agency members and individuals served. All LCCoC activities, projects and practices shall not discriminate on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual The LCCoC is committed to providing equal opportunity for all members, extended agency members and individuals served. All LCCoC activities, projects and practices shall not discriminate on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, age, sex, gender, gender identity, gender expression, sexual orientation, or military and veteran status; the perception of any such characteristic, or association with an individual or group with one or more actual or perceived characteristics, such as the LGBTQ+ community.

Non-discrimination statement for Grantee Applications

LCCoC will not deny the benefits of this grant from or discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The sponsor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. LCCoC will comply with the provisions of the Fair Employment and Housing Act (Gov.

Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

Access for Individuals with Disabilities- Section 10

The Lake County Continuum of Care will work with individuals with disabilities providing equal opportunity to participate in LCCoC activities and services. These services will include meeting rooms in compliance with the Americans with Disabilities Act or allowing virtual connections, taping meetings, and large printed materials. Reasonable notification should be given before any LCCoC activity.

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

Communications- Section 11

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

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

Adopted and Approved by the General Membership on this 3rd day of August 2023
We, the Executive Committee of the Lake County Continuum of Care, certify these Governing By-Laws, consisting of the preceding pages, as the Governing By-Laws of this LCCoC organization.

Kimbralee Guerra

Chair:

5, 2023 15:21 PDT) Kimbralee Guerra (Sep

Vice Chair: _____
Brea

Saba _____ (Sep 27, 2023 22:51 PDT)

Caressa Smith

Representative Who Has Experienced Homelessness: Caressa Smith (Sep 29, 2023 14:57 PDT

(Heather J. Frawley)

HMIS & Coordinated Entry Chair: _____
Heather J. Frawley (Oct 2, 2023 15:07 PDT

Point in Time Chair: Kara-Faye Ingram (Oct 5, 2023 07:56 PDT)

Ana Santana

Strategic Planning Chair: Santana (Oct 9, 2023 09:19 PDT) Ana

Holly Hana

Performance Review Chair: Holly Hana (Oct 10, 2023 09:51 PDT)

Debra Fiedler

Interfaith
Chair: Debra Fiedler (Oct 11, 2023 12:41 PDT)

Administrative Attest: Elise Jones (Oct 11, 2023 13:44 PDT)

Amendments from 2022 Governing By-Laws

Executive Committee, Article IV and Article V, May 2022, Restructure the Executive Committee, by reducing the number of committees and committee chairs. The Equity Advisory Committee, Navigator's Committee and the Grant Selection committee will become working groups under Standing Committees. The Equity Advisory Working Group will become part of the Strategic Planning Committee, the Navigator's Working Group will be under the HMIS Committee, and the Grant working group will be part the Performance Review Committee.

General Membership, Article II Section 1, January 2022, Organizational Representatives will be asked to offer four hours of service to committee work, of their choice, each year.

Executive Committee, Article IV Section 1.3, March 2023, The LCCoC Executive Committee will follow the Brown Act and Robert's Rules of Order.

Executive Committee, Article V Section 1.4, Spring 2023, Quorum will consist of 51% of the Executive Committee.

Executive Committee, Article IV, Section 2.2, Spring 2023, Is responsible for completing the managerial duties voted upon by the CoC without fail.

Executive Committee, Article IV, Section 2.2, Spring 2023, Is responsible for overseeing and facilitating all General Membership, Executive Committee, and Special Meetings.

Executive Committee, Article IV, Section 2.2, Spring 2023, Communicates with Executive Committee via email and CC's Vice Chair and Administrative Entity.

Executive Committee, Article IV Section 2.5, Winter 2023, Assign the CoC Secretary.

Executive Committee, Article IV Section 2.5, Winter 2023, Apply for LCCoC funding on behalf of the CoC.

Executive Committee, Article IV Section 2.5, Winter 2023, The Collaborative Applicant Representative will facilitate General and Executive meetings in the absence of the Chair and Vice-Chair.

General Membership, Article VII Section 3, June 2023, Absenteeism - Regular attendance is expected for all LCCoC members. If a member has missed 3 General Meetings in a row, the Administrative Entity will reach out via email to check on your membership status. If a member has missed 4 meetings in a row without contact, general membership may be revoked with a 2/3rds vote of members present at the General Meeting.

General Membership, Article VII Section 7, Spring 2023, Standard of Conduct -Failure to act in accordance with the standards of conduct of the CoC and/or failure to act in a positive respectful manner on any matter related to the CoC will be grounds for revoking CoC membership and/or removal from Executive Committee by a 2/3rds vote of all voting members.

General Membership, Article VII, Section 9, Winter 2022 Non-Discrimination was updated.

General Membership, Article VII Section 10, Winter 2022, Access with Disabilities added.

General Membership, Article VII Section 10, Winter 2022, Communication added.

Signing Page end of document edited per county council, July 2023,
We, the Executive Committee of the Lake County Continuum of Care, certify these Governing By-Laws, consisting of the preceding pages, as the Governing By-Laws of this LCCoC organization

Current Addendum Page for the Signed 2023-2034 Governing By-Laws

Addendum to the Governing By-Laws approved by the General Membership on May 2, 2023 State:

Article IV Executive Committee Section 2 - Executive Committee Responsibilities-

2.2) (d) Answer requests for letters of support for member agencies applying for outside (the CoC) grant funding to assist people who are at-risk of or experiencing homelessness.

2.7) There are several categories of business for the CoC, approving committee policies and procedures, fiscal duties (which includes approving and monitoring Request for Proposals from the LCCoC), HUD data requirements, minor actions such as letters of support and requests for HMIS data. Letters of support requested of the Executive Committee and from nonmember agencies will require an action from the Executive Committee.

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

Created: 2023-08-21

By: Scott Abbott (Scott.Abbott@lakecountyca.gov)

Status: Signed

Transaction ID: CBJCHBCAABAAuz0YYQjhVG8rdnrmpop8USqBHaX0sdzo

LCCoC Governing By-Laws 2023



"LCCoC Governing By-Laws 2023" History

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

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2023-08-21 - 7:58:01 PM GMT

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2023-08-21 - 10:07:55 PM GMT- IP address: 208.186.60.6

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2023-09-28 - 5:51:04 AM GMT

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2023-10-02 - 10:07:16 PM GMT- IP address: 155.190.2.33

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2023-10-03 - 10:18:36 PM GMT- IP address: 174.194.200.130

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2023-10-05 - 2:56:10 PM GMT- IP address: 174.194.135.5

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Signature Date: 2023-10-09 - 4:19:27 PM GMT - Time Source: server- IP address: 137.164.232.2

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Document e-signed by Holly Hana (hmasterson@lakecoe.org)

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2023-10-10 - 5:23:14 PM GMT- IP address: 66.249.84.5

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2023-10-11 - 6:05:28 PM GMT- IP address: 66.249.84.5

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2023-10-11 - 7:41:43 PM GMT- IP address: 174.249.151.92

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2023-10-11 - 7:41:47 PM GMT

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2023-10-11 - 8:43:04 PM GMT- IP address: 208.91.28.66

Document e-signed by Elise Jones (Elise.Jones@lakecountyca.gov)

Signature Date: 2023-10-11 - 8:44:05 PM GMT - Time Source: server- IP address: 208.91.28.66

Agreement completed.

2023-10-11 - 8:44:05 PM GMT

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY
BEHAVIORAL HEALTH SERVICES AND AS LEAD AGENCY FOR THE LAKE
COUNTY CONTINUUM OF CARE AND ADVENTIST HEALTH CLEAR LAKE
HOSPITAL, Inc. FOR FISCAL YEAR 2021-24**

This Agreement is made and entered into by and between the County of Lake, hereinafter referred to as “County,” and Adventist Health Clear Lake, hereinafter referred to as “Contractor,” collectively referred to as the “parties.”

WHEREAS, the Lake County Behavioral Health Services (hereinafter, "LCBHS") oversees a Whole Person Care Grant project for care coordination; and

WHEREAS, LCBHS is the lead agency for Lake County Continuum of Care (hereinafter LCCoC); and

WHEREAS, LCBHS has issued a Request for Proposals to secure the services for coordinated care, including homelessness services through the funding of the Lake County Pathways HUB Model and the LCCoC's Coordinated Entry System; 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 street outreach and prevention services; and

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

NOW, THEREFORE, based on the forgoing recitals, the parties hereto agree as follows:

- 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Adventist Health Clear Lake shall provide to County the services described in the “**Scope of Services**” attached hereto and incorporated herein as **Exhibit A** at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and **Exhibits A/B/C/D**, the Agreement shall prevail.
- 2. TERM.** **This Agreement shall commence on October 1, 2021, and shall terminate on October 1, 2024, unless earlier terminated as hereinafter provided.** In the event County desires to temporarily continue services after the expiration of this Agreement, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.
- 3. COMPENSATION.** Contractor has been selected by County to provide the services described hereunder in **Exhibit A**, titled, “**Scope of Services.**” **Compensation to Contractor shall not exceed Three Hundred Fifty Thousand (\$350,000.00).**

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

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY
BEHAVIORAL HEALTH SERVICES AND AS LEAD AGENCY FOR THE LAKE
COUNTY CONTINUUM OF CARE AND ADVENTIST HEALTH CLEAR LAKE
HOSPITAL, Inc. FOR FISCAL YEAR 2021-24**

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

In the event of non-appropriation of funds for the services provided under this Agreement, County may terminate this Agreement, without termination charge or other liability.

Upon termination, Contractor shall be paid a prorated amount for the services provided up to the date of termination.

5. **MODIFICATION.** This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Contractor and County executed by the Lake County Behavioral Health Services Director.

6. **NOTICES.** All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with the United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

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

Adventist Health Clear Lake
15630 18th Avenue
Clearlake, CA 95422
Attn: Marylin Wakefield, PHD,
MSW
Director of Clinical Integration and
Social Impact

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 Agreement

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,”** attached hereto and incorporated herein in addition to all other applicable federal, state and local laws, regulations and policies.

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY
BEHAVIORAL HEALTH SERVICES AND AS LEAD AGENCY FOR THE LAKE
COUNTY CONTINUUM OF CARE AND ADVENTIST HEALTH CLEAR LAKE
HOSPITAL, Inc. FOR FISCAL YEAR 2021-24**

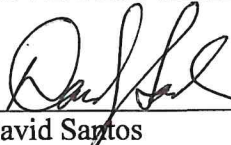
9. **INTEGRATION.** This Agreement, including attachments, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior Agreements, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

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

COUNTY OF LAKE

ADVENTIST HEALTH CLEAR LAKE

Chair
Board of Supervisors




David Santos
President

Date: _____

Date: 11-1-21

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel

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

By: 
Date: 10-20-21

By: _____
Date: _____

//

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY
BEHAVIORAL HEALTH SERVICES AND AS LEAD AGENCY FOR THE LAKE
COUNTY CONTINUUM OF CARE AND ADVENTIST HEALTH CLEAR LAKE
HOSPITAL, Inc. FOR FISCAL YEAR 2021-24**

EXHIBIT A – SCOPE OF SERVICES

1. CONTRACTOR’S RESPONSIBILITIES.

1.1 Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Lake and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County. Contractor and County shall comply with California Code of Regulations (CCR), Title 9, Section 18010.435, in the selection of providers and shall review for continued compliance with standards at least every three (3) years.

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 All CDC COVID-19 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 those most in need, for example, homeless individuals and families over assistance to individuals and families at risk of homelessness.

1.5 Contractor agrees to extend to County or its 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.

1.6 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 Behavioral Health Services (LCBHS) is included on flyers, handouts, and any advertising materials for any projects or events that LCBHS 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 AND AS LEAD AGENCY FOR THE LAKE
COUNTY CONTINUUM OF CARE AND ADVENTIST HEALTH CLEAR LAKE
HOSPITAL, Inc. FOR FISCAL YEAR 2021-24**

2. RECORDS RETENTION.

2.1 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.

2.2 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.

SOFTWARE UTILIZATION AND REPORTING REQUIREMENTS. Contractor agrees to utilize the three types of software (Healthbridge.care, Community Health Record, and Apricot) and to provide County with any reports created from those softwares which may be required by State or Federal agencies for compliance with this Agreement.

3.1 Contractor agrees to the utilization of Healthbridge.care and the Community Health Record, software provided by Coordinated Care Systems, to assist in the role as the “Hub” of the HUB model, providing a community care coordination system that supports, coordinates, and tracks the outcomes for all the agencies that provide varying supportive services to community members in need.

- A. The County will maintain the agreements with the software.
- B. Utilize Healthbridge.care for community resources and referrals, scheduling, and referral outcomes
- C. Utilize the Community Health Record for ongoing care coordination between different community providers

3.2 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. The County/LCCoC will maintain the agreements with the software vendor, Social Solutions.
- B. Timely data entry:
 - 1) All entry of data into HMIS software Apricot will be completed within five (5) business days of the event that generated by the data collection. This includes but is not limited to,

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY
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Participant Intake, Entry and Exit from Program, and required annual updates if
Participant is participating for longer than one year in the program.

C. 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.

D. 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.

E. 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.

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

- 1) HUD Data Quality report for the program being reported with a data range from the start of the fiscal year to the end of the required report period (cumulative)

G. Homeless Count Participation: Contractor will participate in annual HUD requires 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.

3.3 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.

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

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

- 1) Expenditures on the activities identified in this agreement, including an itemized breakdown for each fiscal year of this agreement until all funds awarded to contractor have been expended;
- 2) 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 development and implementation of an infrastructure for health, social services and Coordinated Entry to capture:
 - a) The number of persons served.
 - b) The number of referrals administered
 - c) The number of homeless persons served.
 - d) The number of unsheltered homeless persons served, and the average length of time spent as homeless before entry into the program or project;
 - e) The number of homeless persons exiting the program or project to permanent housing.
 - B.) The coordinated care of individuals and families economically devastated and at-risk to support and monitor the services.
 - C.) Hire one Project Manager and 1 Project Coordinator for the Pathways Hub and Coordinated Entry.

4. DESCRIPTION OF SERVICES.

4.1 Contractor agrees to establish a HUB that will function as an administrative center for a community-wide network of care coordination agencies throughout Lake County that is modeled after the Pathways Community HUB (HUB). Expected outcomes include the successful establishment of a local referral response system with innovative coordination processes, increased coordination among service providers, and improved care to those most at risk. Contractor shall provide the following for the HUB Model:

- 1) Information on health and social services to economically disadvantaged families, neighborhoods and communities. The HUB is responsible for developing and implementing an infrastructure to continuously support and monitor care coordination services as well as to provide community based organizations and health care providers with a single point of contact system.
- 2) Identifying and prioritizing at-risk community members; assign a specific “pathway” that addresses the risk factors present and connects individuals to the appropriate community agency or agencies that have the expertise with best practice services and supports and

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capacity to serve the referrals. Results are then tracked and measured to gauge the effectiveness of the entire process.

- 3) A process that will work across sectors of a community, including community based organizations, health care providers, tribal service providers, and government service providers to reach at-risk individuals and connect them to evidenced-based interventions and services they need to have positive outcomes. This will include reaching agreements with said providers to utilize the HUB and make referrals.
- 4) A centralized set of processes, systems and resources that enable communities to track individuals being served and providers a way to align payments and outcomes

4.2 Contractor agrees to administer a Coordinated Entry System in conjunction with the HUB model as described above. Contractor shall provide the following for the Coordinated Entry System in accordance as described by HUD in § 578.3 Definitions of the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH Act) and Continuum of Care Program Interim Rule as follows:

- 1) A “coordinated process designed to coordinate program participant intake assessment and provision of referrals. A centralized or coordinated assessment system covers the geographic area, is easily accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized assessment tool.”
- 2) An effective, broadly utilized CES is an important piece of the HUB model. It should reduce the time that clients spend seeking assistance, reduce provider time in filling openings, and ensure improved targeting and better use of limited resources. The data from a well-functioning CES is useful to understanding the need and can be used to inform allocation decisions to make more opportunities to serve households in need.
- 3) The CES will be implemented in alignment with HUD’s Coordinated Entry Policy Brief and Housing First practices as follows:
 - a) **EASILY ACCESSIBLE:** When a client experiences a need for housing, they engage with our call center, multi-service centers/agencies, and outreach teams, all of whom are participating as entry points into our CES. By offering multiple entry points into the system, including phone and outreach options, clients throughout Lake County will be able to easily access culturally competent and relevant information on homelessness assistance.
 - b) **ADVERTISING STRATEGIES:** Information about our system will be shared widely, both electronically (LCCoC website) and via flyers, with LCCoC, homeless and housing service providers, tribal governments, and other mainstream partners— including hospitals, clinics, schools, the VA, and faith-based providers—to ensure that all homeless clients are aware of and able to

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access housing and services. Outreach teams and multi-service centers will distribute cards with information about the entry points into the system.

- c) **STANDARDIZED ASSESSMENT:** The system will utilize an assessment tool that prioritizes clients based on history of housing & homelessness, risks, socialization & daily functions, and wellness. The database will be administered to clients who are receiving crisis services in interim housing (Emergency Shelter & Transitional Housing), at multi-service centers and via outreach teams.
- d) **APPROPRIATE HOUSING SERVICES:** Once assessed, clients will be placed on our centralized housing placement list, which uses scores to prioritize clients for Permanent Supportive Housing or Rapid Rehousing based on need.

4.3 Contractor agrees to provide staffing for the project as follows:

- 1) The Pathways/CES Project Director. The Project Director’s responsibilities will include but is not limited to, overseeing the HUB/CES ensuring its overall success, including the timeline, work plan, deliverables, marketing campaign, staffing, and budget.
- 2) The Pathways/CES Project Manager. The Project Manager’s responsibilities will include but is not limited to, leveraging the existing local network of homeless service providers to establish a local referral response system with innovative coordination processes and oversees the project coordinator.
- 3) The Pathways/CES Project Coordinator The Project Coordinator’s responsibilities will include but is not limited to, supporting, coordinating, and tracking the outcomes for all the agencies that provide varying supportive services to community members in need.

4.4 Contractor will maintain membership to the LCCOC as an Organizational Member in good standing.

4.5 Contractor will provide a LCCOC voting member to serve on the LCCOC HMIS/CES Committee.

5. 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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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.**

2.1 Contractor’s invoices shall be submitted for the initial amount above upon execution of this contract. Subsequent invoices, in accordance to 2.1 above and upon the LCCOC determining the above requirements have been met. Invoices shall be itemized and formatted to the satisfaction of the County.

2.2 Contractor’s invoices shall be submitted electronically by email to LCBHS_Fiscal@Lakecountyca.gov.

2.4 County shall make payment within 20 business days of an undisputed invoice for the compensation stipulated herein for supplies delivered and accepted or services rendered and accepted, less potential deductions, if any, as herein provided. Payment on partial deliverables may be made whenever amounts due so warrant or when requested by the Contractor and approved by the Assistant Purchasing Agent.

2.5 County shall not be obligated to pay Contractor for services provided which are the subject of any bill if Contractor submits such bill to County more than fifteen days (15) after the date Contractor provides the services, or more than fifteen (15) days after this Agreement terminates, whichever is earlier.

2.6 Contractor and County shall each appoint one responsible representative for the purpose of resolving any billing questions or disputes which may arise during the term of this Agreement. Should such issues arise, County shall still be obligated to pay Contractor on a timely basis for those amounts and/or services which are not in dispute or with respect to which there are no questions. Questioned amounts, once adjusted (if necessary) as agreed by the two representatives, shall be paid to Contractor immediately after the Agreement is reached by the two representatives.

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 may conduct periodic audits of Contractor’s financial records, notifying Contractor no less than 48 hours prior to scheduled audit. Said notice shall include a detailed listing of the records required for review. Contractor shall allow County, or other appropriate entities designated by County, access to all financial records pertinent to this Agreement.

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3.3 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 Three Hundred Fifty Thousand (\$350,000.00) from the Lake County HUB Model and Coordinated Entry System, as administered by the County, has been allocated for the establishment and operating of the Pathways Hub and Coordinated Entry, and for which Adventist Health Clear Lake 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 County will provide the initial disbursement of One Hundred Sixteen Thousand Six Hundred Sixty Six Dollars and Sixty Seven Cents (\$116, 666.67) to the Contractor, for Year 1.

4.2 Contractor will provide additional disbursement of One Hundred Sixteen Thousand Six Hundred Sixty Six Dollars and Sixty Seven Cents (\$116,666.67) to the Contractor, for Year 2.

4.3 Contractor will provide final disbursement of One Hundred Sixteen Thousand Six Hundred Sixty Six Dollars and Sixty Six Cents (\$116,666.66) to the Contractor, for Year 3.

4.4 Contractor shall make a good faith effort to minimize the number of disbursement requests by anticipating and requesting funds in advance.

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

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.

Three-Year Operational Budget

Supportive Services

Project Manager	\$180,000
Project Coordinator	\$117,000
Laptops	\$ 3,200
Mileage	\$ 10,296
Marketing	\$ 6,600
Other Direct Costs	\$ 5,404
<i>HMIS Costs</i>	\$ 3,000
<i>Administrative Costs (7%)</i>	\$ 24,500
Total Budget:	\$350,000

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Budget Narrative

Supportive Services

Project Manager: (1.0 FTE) Core staff position that leads in the planning and implementation of the project. (\$60,000/yr x 3 years = \$180,000)

Project Coordinator: (0.75 FTE) Core staff position to assist in planning and implementation of the project. (\$39,000/yr x 3 years = \$117,000)

Laptops: for each key staff personnel to conduct business and utilize appropriate HMIS, CES, and Pathways software and tools. (\$1600 each x 2 = \$3,200)

Mileage: Mileage for core staff positions at the 2021 federal mileage reimbursement rate of \$0.65 per mile. (\$0.65 x 240 miles per month x 33 months x 2 staff = \$ 10,296)

Marketing – Costs to cover printing of educational materials, signage, direct mailer, training materials, etc. for agency and client education. (\$2,200 per year x 3 years = \$6,600)

Other Direct Costs: Costs to be determined during the six-month planning period to be described within the written work plan. Funds solely allocated to the successful implementation of the Pathways HUB model and CES. (\$5,404)

HMIS Costs - \$1,000 per year set aside for HMIS costs such as training, software, and licensing. (\$1,000 per year x 3 years = \$3,000)

Administrative Costs - AHCL will retain 7% of total grant for indirect costs associated with grant administration. (7% of \$350,000 = \$24,500)

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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 embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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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.** Contractor shall indemnify and defend County and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with Contractor's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of County. Contractor's obligations under this Section

6. **STANDARD OF CARE.** Contractor represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted practices.

7. **INTEREST OF CONTRACTOR.** Contractor assures that neither it nor its employees has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

8. **DUE PERFORMANCE – DEFAULT.** Each party agrees to fully perform all aspects of this agreement. If a default to this agreement occurs then the party in default shall be given written notice of said default by the other party. If the party in default does not fully correct (cure) the default within 30 days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time period for corrective action of the party in default may be extended in writing executed by both parties, which must include the reason(s) for the extension and the date the extension expires.

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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 is self-insured, as to the required types and levels of coverage, and shall provide County with a written acknowledgment of its self-insured status prior to disbursement of any Grant funds. If Contractor abandons its self-insured status at any time after execution of this Agreement, Contractor shall immediately notify County, and shall promptly comply with the insurance coverage requirements under section 9.2, 9.3, 9.4, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, and 9.11. See **Exhibit E** for proof of self-insured status.

9.2 Contractor shall procure and maintain Workers' Compensation Insurance for all of its employees.

9.3 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.

9.4 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.

9.5 Contractor shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to County certificates of insurance naming the County of Lake as additional insured. Contractor agrees to provide to County, at least 30 days prior to expiration date, a new certificate of insurance.

9.6 In case of any subcontract, Contractor shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors shall provide certificates of insurance naming the County of Lake as additional insured and shall submit new certificates of insurance at least 30 days prior to expiration date. Contractor shall not allow any subcontractor to commence work until the required insurances have been obtained.

9.7 For any claims related to the work performed under this Agreement, the Contractor's insurance coverage shall be primary insurance as to the County, its officers, officials, employees, agents and

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volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

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

The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Contractor's insurance on Form CG 20 10 11 85. Contractor shall not commence work under this Agreement until Contractor has had delivered to County the Additional Insured Endorsements required herein.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

9.9 Insurance coverage required of Contractor under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

9.10 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.

9.11 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.

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

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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 members of the community. An unusual occurrence shall be reported to the County in writing (or electronic mail) as

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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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**EXHIBIT D - BUSINESS ASSOCIATE
AGREEMENT**

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT (the "Agreement") is entered into effective September 1, 2021 (the "Effective Date"), by and between Trilogy Integrated Resources ("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 confidential and be disclosed only as required

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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.

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

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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 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

21.22.125

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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 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

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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 other than Business Associate and Covered Entity.
23. **Independent Contractor Status.** For the purposes 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.

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HOSPITAL, Inc. FOR FISCAL YEAR 2021-24**

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

Adventist Health Clear Lake Hospital

Lake County Behavioral Health Services

By:  _____

By: _____

Name: David Santos

Name: Todd Metcalf, M.P.A.

Title: President

Title: Behavioral Health Services Director

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

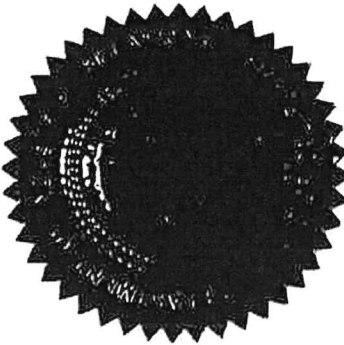
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CERTIFICATE OF CONSENT TO SELF-INSURE

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

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

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



EFFECTIVE:

THE 1st DAY OF July 2001

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

DIRECTOR

STEPHEN J SMITH

MARK B. ASHCRAFT
MANAGER

* Revocation of Certificate.—“A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of such employer, the inability of the employer to fulfill his obligations, or the practice by such employer or his agent in charge of the administration of obligations under this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him.” (Section 3703 of Labor Code.) The Certificate may be revoked for noncompliance with Title 8, California Administrative Code, Group 2.—Administration of Self-Insurance.