

# **Lake County Continuum of Care General Meeting Minutes**

Date: May 1, 2025, Time: 3:00 P.M. Meeting Location:

Lake County Office of Education 1152 S Main St, Lakeport, CA 95453

Hope Center, 3400 Emerson St, Clearlake, CA 95422

# Virtual Meeting Information:

Join the meeting now

Meeting ID: 283 070 466 171

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## Agenda Packet:

Please visit our website at www.lakecoc.org

Lake County Continuum of Care Vision Statement – The Lake County Continuum of Care is a coordinating group that aligns resources to facilitate solutions to end homelessness in Lake County.

In connection with any actual, possible, or perceived conflict of interest, an interested party must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the CoC Board.

- 1. Welcome Bruno Sabatier Chair
- 2. Call to Order:

### 2.1 Roll Call:

Voting Executive Committee Member	In Person	On Zoom	Absent
Chair – Bruno Sabatier	X	Zoom	ADSCIIC
Vice Chair – Doreen Gillmore	X		
Lived Experience Chair – Dustin Lawson			X
HMIS/CES Chair – Heather Frawley	X		
Interfaith Chair – James Murdock			X

Performance Review Chair – Vacant			
Point in Time Chair – Shannon Kimbell-			
Auth			X
Strategic Planning Chair – Ana Santana	X		
Government Official Chair – Brad			
Rasmussen	X		
Public Housing Authority Chair – Rachel			
Parsons			X
Secretary - Melissa Kopf (non-voting)		X	
Administrative Entity - Scott Abbott	X		
Quorum Met	Y		
American Red Cross			
Shannon Kimbell-Auth			X
Gabriella Perez			X
Doord of Sunowissus			
Board of Supervisors Supervisor Prod Posmusson	37		
Supervisor – Brad Rasmussen	X		
AHCL Coordinated Entry			
Heather Frawley	X		
Christina Dalro	X		
Cintistina Dano	Λ		
Community at Large			
Barbara Christwitze	X		
Caitlen Murry			X
Carl Porter	X		
George McKissick			X
Janet Taylor	X		
Maria Petterle	X		
Michele Basile			X
Timothy Cantrell	X		
City of Lakeport			
Dale Stoebe	X		
<b>Department of Social Services</b>			
Rachael Parsons	X		
H. C.			
Hope Center	37		
Caressa Smith	X		
Lake County Behavioral Health			
Services			
Elise Jones			X
Scott Abbott	X		
Lake County Community Foundation			
Zane County Community Foundation			

Annette Kamaloni	X		
	71		
Lake County Health Services			
Laila Romero	X		
Lake County Office of Education			
Ana Santana	X		
Holly Hana	X		
Mendocino Community Health			
Ben Anderson			X
Nation Finest			V
Kate Mather			X
North Coast Opportunities			
Justin Gaddy			X
-			
Probation			
Meredith Noyer	X		
Wendy Mondfrans			X
Project Restoration			
Ronni Duncan	X		
Redwood Community Services			
Justin Perez	X		
Kimbralee Guerra			X
Scott's Valley Band of Pomo Indians			
Tiffany Montiel			X
Summer Walker			X
Supporting Bright Futures			
Angelique Cole		X	
Angenque Cole			
Sunrise Special Services Foundation			
Annie Barns	X		
Nancy Hernandez			X
<b>Woodland Community College</b>			
Mary Wilson			
Veterans Affairs			
Diana Gutierrez		X	
Xamitin Haven			
Zenia Chou			X

- 2.2 Attendance Review: NCO
- 2.3 Additions or Changes to the Agenda:
  - 2.3.1 Melissa Kopf Request to add 4.1.3 Nominations for Performance Review Committee Chair and 7.5 Encampment Resolution Working Group.
    - 2.3.1.1 Motion to add 4.1.3 and 7.5 by Heather Frawley.
    - 2.3.1.2 Second by Ana Santana.
    - 2.3.1.3 Voting is Unanimous.
- 2.4 Approval of April 3, 2025, Minutes: Fix Leilas' name to match her real name.
  - 2.4.1 Motion to Approve as amended by Brad Rasmussen.
  - 2.4.2 Second by Rachale Parson.
  - 2.4.3 Voting is unanimous.
- 2.5 Conflict of Interest: Statement read by Chair Bruno Sabatier

### 3. Public Comments:

- 3.1 Open for Public Comments and Announcements 3 Minutes Each:
  - 3.1.1 Angelique Cole's Open House for Supporting Bright Futures at Men's Home is May 15 at 1 p.m.
    - 3.1.1.1 I will send Melissa an invitation, and please bring brochures and resources to display at the houses.
  - 3.1.2 Focus Area 3- Find solutions for assisting the chronically homeless and those who are hard to house.
    - 3.1.2.1 Request a meeting. Originally requested to schedule after the Strategic Planning Meeting.
    - 3.1.2.2 Angelique and Melissa will move forward. Send it to Melissa, and she will pass it to the membership

### 4. Action Items:

- 4.1 Voting Membership Changes (New Members/Officers)
  - 4.1.1 Department of Social Services Second Voting Member change Theresa Showen
    - 4.1.1.1 Presentation given.
      - 4.1.1.1.1 Motion to approve the Department of Social Services voting membership by Rachael Parsons.
      - 4.1.1.1.2 Second by Doreen Gillmore.
      - 4.1.1.1.3 Voting is unanimous.
  - 4.1.2 Department of Probation Eva Lara replacing Meredith Noyer as CoC Voting Member.
  - 4.1.3 Presentation given.
    - 4.1.3.1 Motion to approve Eva Lara replacing Meredith Noyer as CoC Voting Member by Ana Santana.
    - 4.1.3.2 Seconded by Dale Stoebe
    - 4.1.3.3 Voting is Unanimous
  - 4.1.4 Nominations for Performance Review No nominations, Bruno and Heather will co-chair until there is a new one.

- 4.2 Action Items for the April 2025 Monthly Meeting:
  - 4.2.1 Melissa to add missing members to the roll call: Completed
  - 4.2.2 Add Housing Navigators and RCS HOME to the May agenda: Complete.

Action Item: Justin Perez from RCS to reach out to the RCS HOME project to request a presentation at a future meeting.

### 5. Presentations: None

# 6. Committee Updates:

- 6.1 HMIS/CES Heather Frawley
  - 6.1.1 Working on the Vulnerability Assessment for Unaccompanied Youth ages 12 25. We made good progress. Next, we will move to a family vulnerability assessment.
  - 6.1.2 We continue to request data cleaning—a list for active HUB enrollments with a request for updated information.
    - 6.1.2.1 There are currently 293 people on the By-Names list.
  - 6.1.3 Discussion on the Case Conference taking place at the Housing Navigators meeting.
    - 6.1.3.1 Request for Case Conferencing to be once a month, and once a month, have Housing Navigation.
    - 6.1.3.2 Discussion about who is missing from the meeting.
  - 6.1.4 Discussion on Data and the importance of data.
    - 6.1.4.1 Data helps us to get funding and track individuals we are serving. We need the data to help guide those we serve. If we don't have the data, then we have no warm handoff when we are not entering into the HMIS and the HUB. Data helps us take the following steps for the clients.
    - 6.1.4.2 Discussion on how leadership needs to emphasize the importance of data entry and fulfilling contractual obligations.
    - 6.1.4.3 Comment on adding Performance Review data on the CoC website.

# Action Item: Discuss HMIS projects with Melissa. Angelique Cole.

- 6.1.5 Discussion on creating reports on WEBi.
- 6.1.6 Discussion on creating transparency on the CoC website.
- 6.2 Interfaith J Murdock Not Present
- 6.3 Performance Review Bruno and Heather
  - 6.3.1 We have two more older Performance Reviews before we are caught up with all reviews.
    - 6.3.1.1 WWHH responded quickly to the request.
    - 6.3.1.2 We could not contact NOC.
  - 6.3.2 RCS is our new contract that we will be reviewing in late May.
  - 6.3.3 The Performance Review Committee will begin reviewing agencies in May and November each year.
- 6.4 Point in Time Count Shannon Kimbell-Auth Melissa Kopf reporting that the PIT committee didn't meet and the official report is waiting for HUD to open HDX.
- 6.5 Strategic Planning Ana Santana

- 6.5.1 Planned our Town Hall for the CoC on Sep 24, 2025
- 6.5.2 Save the date will be sent out for the Sober Rese.
- 6.5.3 J will moderate the panel. We want to stream the event, as it is an outreach event. We will be streaming the town hall.
- 6.5.4 Request to please send out the save-the-dates.
- 6.6 Administrative Entity Reports Scott Abbott/Elise Jones/Christine Andrus/Melissa Kopf 6.6.1 Conflict of Interest Policy Scott Abbott
  - 6.6.1.1 Conflict of Interest policy needs to be signed by members. It's been sent to CoC. We will be sending out reminders. The policy has been sent out through Adobe Sign. Please click on the request to sign.
  - 6.6.2 System Performance Measures has been submitted.
    - 6.6.2.1 Experienced a drop in people being permanently housed. One of our agencies, which houses many households, experienced a drop in enrollments.
    - 6.6.2.2 Turnover at the shelter created data errors at the shelter.
    - 6.6.2.3 Positive change to SMP is Behavioral Health entering their data into HMIS.
    - 6.6.2.4 After looking over the data with our consultant, it was determined that the data for the System Performance Measures report is correct.
    - 6.6.2.5 The more agencies we have entering data into HMIS, the better data we have. The better data we have, the better our SMP will be, and that means more funding.
    - 6.6.2.6 Breakdown on the SMP points for the CoC Competition application and how many points we are missing out on.
  - 6.6.3 The PIT and HIC will open soon. We are waiting for the HUD dates to be confirmed.
  - 6.6.4 Data changes On October 1, 2025, the Data Standards update will reflect Sex instead of Gender.

### 7. Working Group Updates:

- 7.1 Grant Selection Working Group Doreen Gillmore
  - 7.1.1 \$400,00 for prevention and diversion. Recommend \$200,000 for Prevention and \$200,000 for Diversion.
    - 7.1.1.1 Discussion on how we want the money to be used. Emphasis on diversion, including working directly with Court Mediators for evictions.
    - 7.1.1.2 Grant Selection Working Group meets on the third Tuesday of the month.
    - 7.1.1.3 Requesting more scorers for the application and interview process.
    - 7.1.1.4 We will be discussing a \$15 K for Youth Outreach RFP at our meeting.
    - 7.1.1.5 Request from Bruno that LCBHS and DSS have programs to help. If your agency has this information, please send Melissa the name of the program and a summary of its details for a pamphlet for the Public Defender.
    - 7.1.1.6 Discussion on mediation.
- 7.2 Housing Navigators Working Group Caitlen Murray Christina
  - 7.2.1 Trying a new agenda based on feedback.
  - 7.2.2 See HMIS/CES Committee 6.1 for Case Conference Discussion
- 7.3 Lived Experience Working Group Advisory Board Dustin Lawson
  - 7.3.1 We have a permanent meeting date: the second Thursday at 3:30.
  - 7.3.2 There will be a maximum of 11 voting members on the committee. Seven positions have been filled.
  - 7.3.3 We met with CES to provide insight on Youth VA. This is how the LEAB will contribute to the CoC.

- 7.3.4 The members have put together bios for the CoC website.
- 7.3.5 Bios from each present LEAB member were read to the CoC, which included Dustin Lawson, Maria Pettrett, Timothy Cantrell, and George McKinssik.
- 7.3.6 Melissa requested to receive pictures of each of the LEAB members to post on the CoC website above their pictures.
- 7.4Zoning Regulations Working Group Angelique Cole See Public Comment
- 7.5 Encampment Resolution Working Group. Bruno Sabatier
  - 7.5.1 Meeting with members about safe parking and tiny homes.
  - 7.5.2 Moving forward to working with other groups to help with Tiny Homes.
  - 7.5.3 Possible Safe Parking in the City of Lakeport and Clearlake, and what I need to have safe parking with porta-potties, trash, and shower trailers. The idea is to have more than one place.
  - 7.5.4 The grant runs through 2029
  - 7.5.5 Discussion on options for our homeless population, between living on the street and in the shelter, could be a way to build trust and provide services.

## 8. Shelter Updates:

- 8.1 Hope Center
  - 8.1.1 Housed two people in April
  - 8.1.2 Hope Center is full as of the meeting date.

### 8.2The NEST

- 8.2.1 The NEST has 1 room currently available with a maximum of two parents and two children ages 0-2.
- 8.2.2 Three families were housed last month, with two families moving in within the next two weeks.
- 8.2.3 Currently exploring needed support from CoC.

### 8.3 Project Restoration

- 8.3.1 We have one women's bed open
- 8.3.2 One men's bed open.
- 8.3.3 No one was housed.
- 8.3.4 Do not need any support.
- 8.4 Scotts Valley Carl Porter is officially a board member. There is still some work that needs to be done before we are up and running.

### 8.5 Supporting Bright Futures

- 8.5.1 The Women's House has one bed open.
- 8.5.2 Men's house with 10 beds has two open beds

### 8.6 Xamitin Haven

- 8.6.1 Four beds, 2 top bunks in the Women's side
- 8.6.2 Two top bunks on the Men's side.

### Question about Scott's Valley target population

- The target is 16 to 20. TAY.
- Discussion on Natives and the number on the PIT.

Final remarks from Meredith Noyer – I appreciate the work this group has done over the years—amazing work and progress.

9. Adjournment: 4:21.



# **Lake County Continuum of Care Executive Committee Minutes**

May 1, 2025 3:30 p.m. Agenda

The Lake County Continuum of Care Executive Committee meets the first Thursday of each month, at 3:30 p.m. at 1152 S Main St, Lakeport California, and Hope Center 3400 Emerson St, Clearlake, CA 95422.

Per the Brown Act, all Lake County Continuum of Care Executive Committee Voting Members are required to attend in person.

The meeting room is wheelchair accessible. A request for a disability-related modification or accommodation necessary to participate in the Continuum of Care Executive Committee meeting should be made in writing to the Secretary of the Executive Committee at least 48 hours prior to the meeting.

For the Agenda Packet, please visit our website at www.lakecoc.org

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### 1.1 Roll Call

Voting Executive Committee Member	In Person	On Zoom	Absent
Chair – Bruno Sabatier	X		
Vice Chair – Doreen Gillmore	X		
Lived Experience Chair – Dustin Lawson	X		
HMIS/CES Chair – Heather Frawley	X		
Interfaith Chair – James Murdock			X
Performance Review Chair – Vacant			
Point in Time Chair – Shannon Kimbell-Auth			X
Strategic Planning Chair – Ana Santana	X		
Government Official Chair – Brad Rasmussen	X		
Public Housing Authority Chair – Rachel Parsons	X		
Secretary - Melissa Kopf (non-voting)		X	
Administrative Entity - Scott Abbott	X		
Quorum Met	Y		

- 1.2 Additions or Changes to the Agenda
- 1.3 Approval of April 3, 2025, Minutes -
  - 1.3.1 Motion to pass April 3, 2025, Meeting Minutes by Heather Frawley.
  - 1.3.2 Second by Ana Santana.
  - 1.3.3 Voting Bruno Sabatier, Yes, Doreen Gilmore, Yes, Dustin Lawson, Yes, Heather Frawley, Yes, Ana Santana, Yes, Brad Rasmussen, Yes, Rachael Parsons, Yes.
  - 1.3.4 Motion Passes.
- 1.4 Conflict of Interest Statement made by Chair Bruno Sabatier.
- 2. Public Comments
  - 2.1 Open for Public Comments 3 Minutes Each
    - 2.1.1 None
- 3. Monthly Financial Review
  - 3.1 Scott Abbott—Shared Screen—This is the most updated. I have the Encampment Resolution Fund on the spreadsheet under Planning Misc.
  - 3.2A spreadsheet discussion of what grants are closed out and what is left of the grant funding. Each spending category has a column showing what is spent and what remains.
  - 3.3 \$2,794,691.40 has been spent, \$4,757,366.85 has not been spent and of that \$1,126,018.41 is unallocated.

- 3.4We have 1.5 million from ERF that needs to be added to the spreadsheet. We have \$2.6 million that is not allocated at this time.
- 3.5We are in the process of getting the expenditure report from RCS. Expenditures have been short each month. We are waiting on the expenditures to determine their direct costs. We will not pay them until we receive the expenditure.
- 3.6 Have we approached Xamitin Haven for their unspent funds? Their invoices have been low and undefined, and we asked for expenditure reports that reflect the contract. RCS is conducting two audits. We will not pay them until we get the updated expenditures. Hopefully, we will get them before the performance review. We have a Performance Review of them on May 29<sup>th</sup>.
- 3.7 When we get the expenditures, we can discuss utilizing the funding. We need to keep CES going.
  - 3.7.1 We are putting together a contract for CES. The previous contract expired.
  - 3.7.2 Discussion on other funding for CES.
- 3.8 PHA will not know what to expect for Section 8 until the federal budget is passed. The proposed budget will cut 21 households from Section 8.
- 3.9 Is the funding from the HUD Comp part of the spreadsheet? Yes.
- 3.10 Discussion on posting the spreadsheet on the CoC website and the difficulties in getting the data on the website.

# Action Item – Send Bruno a copy of the review.

3.11 We received HHAP 5, and HHAP 6 will be due soon.

- 4. Executive Reports/Action Items
  - 4.1 Action Items Update:
    - 4.1.1 April 2025 Executive Committee Action Items: None
  - 4.2 Grant Selection Working Group Recommendation
    - 4.2.1 Presentation on the Grant Selection Working Group proposal for the \$400,000.00. **See page 11 of the Agenda Packet for the proposal.**
    - 4.2.2 Motion to pass the Grant Selection Working Group proposal by Heather Frawley.
    - 4.2.3 Second by Ana Santana.
    - 4.2.4 Voting Bruno Sabatier, Yes, Doreen Gilmore, Yes, Dustin Lawson, Yes, Heather Frawley, Yes, Ana Santana, Yes, Brad Rasmussen, Yes, Rachael Parsons, Yes.
    - 4.2.5 Motion Passes.
  - 4.3 Discussion on what the City Council will want for an appointed representative for the CoC.
    - 4.3.1.1 Request to start the process to add the City of Clearlake to CoC by asking the Mayor of Clearlake to appoint Mary Wilson to the CoC as a city representative. Add the city representative to the By-Laws.
    - 4.3.1.2 Discussion on what positions to add for government representation from cities, tribes, and the county.
    - 4.3.1.3 Discussion to reach out to each Tribe to see if there is interest in a tribal representative.
    - 4.3.1.4 We may have a Youth Lived Experience Executive Committee member that Caressa Smith has been working with.
  - 4.4 Add to the agenda, cancel the July meeting.

5. Adjournment 5:00 PM.



# Lake County Continuum of Care General Meeting Agenda

Date: August 7, 2025,

Time: 3:00 P.M.

Meeting Location:

Lake County Office of Education 1152 S Main St, Lakeport, CA 95453 Hope Center, 3400 Emerson St, Clearlake, CA 95422

8102 Royal Fld. San Antonio, TX 78255-3318

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- 1. Welcome Bruno Sabatier Chair
- 2. Call to Order:
  - 2.1 Moment of Silence to Honor Holly Hana:
  - 2.2 Roll Call:
  - 2.3 Attendance Review: None
  - 2.4 Additions or Changes to the Agenda:

- 2.5 Approval of May 1, 2025, and June 5, 2025, Minutes:
- 2.5.1 May Action Items Angelique Cole is to talk to Melissa about HMIS projects. Complete
  - 2.5.1.1 Update on Housing Navigators Working Group and Case Conferencing.
- 2.5.2 June Actions Items -
  - 2.5.3 Bring updated CoC May Meeting Minutes for approval.
  - 2.5.4 Send email reminders to CoC Membership applicants notifying them of the membership process and responsibilities.
  - 2.6 Conflict of Interest Statement:

### 3. Public Comments:

- 3.1 Open for Public Comments and Announcements 3 Minutes Each:
  - 3.1.1 United States Executive Order: <u>Ending Crime and Disorder on America's Streets</u> (Please click on the link for more information)

### 4. Action Items:

- 4.1 Voting Membership Changes (New Members/Officers) -
  - 4.1.1 Willow Nunez
  - 4.1.2 Julia Carrera
  - 4.1.3 Tiffany Hall
  - 4.1.4 Jermine Gregoire
  - 4.1.5 Deb Shingu
- 4.2 Action Items from May and June 2025 Monthly Meeting:
  - 4.2.1 Agencies to send Melissa the name of the program and a summary of its details for a pamphlet for the Public Defender.
  - 4.2.2 June Request to adopt the Homelessness Action Plan, HHAP Budget, and MOU between the County and the CoC.
  - 4.2.3 California's Encampment Action Plan sent to CoC email list.
    - 4.2.3.1 Email sent to the CoC listsery, requesting the agency information.

### 5. Presentations:

- 5.1 CoC Annual Data Presentation Heather Frawley and Melissa Kopf
- 5.2CoC Official PIT Report Shannon Kimbell-Auth
- 5.3 HHAP Homelessness Action Plan, County of Lake and Lake County Continuum of Care Memorandum of Understanding

## 6. Committee Updates: Per Email

- 6.1 HMIS/CES Heather Frawley Adult Only Vulnerability Assessment and Unaccompanied Youth assessments are finished. We are working on Families with Minor Children now. We hope to have all assessments ready to launch starting September 1.
- 6.2 During June, there was a 5-week HMIS training course for all licensed users. This training included Security and Privacy, HMIS Basics and Workflows for new clients, Workarounds in HMIS, Coordinated Entry and Report Building for the staff.
- 6.3 See Presentation for data updates.
- 6.4 Interfaith J Murdock
- 6.5 Performance Review Bruno Sabatier and Heather Frawley

- 6.5.1 We are caught up on past performance reviews. Performance Review Results and Recommendations have been sent out to the three agencies.
- 6.5.2 In November, we will be reviewing the following projects that have received funding from us:
  - 6.5.2.1 AHCL for Youth Set Aside and CES.
  - 6.5.2.2 LCOE for Youth Set Aside
  - 6.5.2.3 RCS for Xamitin Shelter
- 6.5.3 NCO ESG and LFRC DV Bonus will be reviewed for the CoC, recommending the projects to the State and HUD.
- 6.6 Point in Time Count Shannon Kimbell-Auth See presentations.
- 6.7 Strategic Planning Ana Santana
  - 6.7.1 We are meeting every other Thursday from 3:30 to 4:30 until the Town Hall.
  - 6.7.2 The Town Hall will be on Wednesday, September 24, 2025, from 5:30 pm to 7:30 pm.
  - 6.7.3 The committee came up with a name for the event, a "Save the Date" Flyer, and a draft agenda.
  - 6.7.4 We are making t-shirts for CoC Staff for the Town Hall. The design will be discussed at the Executive Committee meeting later today.
  - 6.7.5 Please see the August agenda packet for the Save the Date and t-shirt design.
  - 6.7.6 Request from the Strategic Planning Committee for all CoC partners and members to post the flyer to gain as much community participation as possible.
- 6.8 Administrative Entity Reports Scott Abbott/Elise Jones/Christine Andrus/Melissa Kopf
  - 6.8.1 Functional Zero and Built for Zero Scott Abbott and Melissa Kopf
  - 6.8.2 HMIS Melissa Kopf See Presentation

## 7. Working Group Updates: Per Email

- 7.1 Grant Selection Working Group Doreen Gillmore
  - 7.1.1 Two Request for Proposals (RFP) were released on July 7, 2025. Proposals are due August 18<sup>th</sup>. The Grant Working Group meeting this month on August 19<sup>th</sup> will be only for the scoring team, to review Interview Questions and the Good Grants scoring application. The two proposals are:
    - 7.1.1.1 The Prevention and Diversion Program RFP is for \$400,000. The source of this funding is from the Homeless Housing Assistance Prevention (HHAP), year 3, \$100,000, and Housing and Homelessness Incentive Program (HHIP) \$300,000.
    - 7.1.1.2 The Safe Parking Project RFP is for \$400,000. The funding source is from Encampment Resolution Funding and Emergency Housing funds. The Safe Parking Project will provide families, individuals, and those with disabilities who reside in cars or motorized campers a safe place to park.
- 7.2 Housing Navigators Working Group Caitlen Murray
  - 7.2.1 Heather reported that all CES clients from the top 12 on the by-name list have been housed except for 3 clients.
- 7.3 Lived Experience Advisory Board Dustin Lawson
  - 7.3.1 We reviewed the Encampment Resolution RFP and sent our feedback to Bruno.
  - 7.3.2 We have sent Melissa our Bios to be added to the LCCoC website.
  - 7.3.3 We have created our bylaws.

- 7.3.4 We have changed our monthly meeting to every 2nd Monday of the month at 3 pm at Hope Center.
- 7.3.5 Will be working with melissa to set up attendance through video.
- 7.4 Zoning Regulations Working Group Angelique Cole
  - 7.4.1 Met with Melissa. A meeting has been established for the 3<sup>rd</sup> Thursday of the month at 2:00 p.m.
- 7.5 Encampment Resolution Working Group Bruno Sabatier
  - 7.5.1 Decision to send out an RFP of \$400,000 for Safe Parking.
  - 7.5.2 Meeting to discuss the budget for the rest of the funding.
  - 7.5.3 TBD when the next meeting will be scheduled to go over the proposed budget.

# 8. Shelter Updates: Per Email

- 8.1 Hope Center In June, we housed two individuals.
  - 8.1.1 We did not house anyone in July.
  - 8.1.2 We have three leases that will be housed in the first week of August.
  - 8.1.3 We have had five TAY participants since June and currently have four TAY.
  - 8.1.4 We are at capacity.
- 8.2The NEST- One bed is available for one adult and one toddler. One household is housed.
- 8.3 Project Restoration One men's bed is available. We need affordable housing for five residents aged 70 and over.
- 8.4 Scotts Valley SLE has 10 beds available for women and children for any enrolled Tribal member.
- 8.5 Supporting Bright Futures Women's house full (4 beds), Men's house full (10 beds). We have housed four this month.
- 8.6 Xamitin Haven At capacity. Anyone interested in staying at the shelter can call (707-513-3095) or visit the shelter Monday through Friday between 1:00 and 3:00 p.m. to be screened. Any available beds will be filled on Monday through Friday at 3:30 pm, selecting from the people seeking a bed that day.
  - 8.6.1 Four people exited to permanent housing since June 1, 2025.

### 9. Adjournment:



# Lake County Continuum of Care Executive Committee Meeting

August 7, 2025 3:30 p.m. Agenda

The Lake County Continuum of Care Executive Committee meets the first Thursday of each month, at 3:30 p.m. at 1152 S Main St, Lakeport California, Hope Center 3400 Emerson St, Clearlake, CA 95422, and 8102 Royal Fld. San Antonio, TX 78255-3318

Per the Brown Act, all Lake County Continuum of Care Executive Committee Voting Members are required to attend in person.

The meeting room is wheelchair accessible. A request for a disability-related modification or accommodation necessary to participate in the Continuum of Care Executive Committee meeting should be made in writing to the Secretary of the Executive Committee at least 48 hours prior to the meeting.

For the Agenda Packet, please visit our website at <a href="https://www.lakecoc.org">www.lakecoc.org</a>

### Virtual Meeting Information:

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Lake County Continuum of Care Vision Statement – The Lake County Continuum of Care is a coordinating group that aligns resources to facilitate solutions to end homelessness in Lake County.

In connection with any actual, possible, or perceived conflict of interest, an interested party must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the CoC Board.

- 1. Call to Order 1.1 Roll Call
  - 1.2 Additions or Changes to the Agenda
  - 9.1 Approval of May 1, 2025, and June 5, 2025, Minutes:
  - 1.3 Conflict of Interest Statement:
- 2. Public Comments
  - 2.1 Open for Public Comments 3 Minutes Each
- 3. Monthly Financial Review
- 4. Executive Reports/Action Items
  - 4.1 Action Items Update:
    - 4.1.1 May Scott to send Bruno a copy of the Monthly Financial Review.
    - 4.1.2 Ask the Mayor of Clearlake to appoint Mary Wilson to the CoC as a city representative.
    - 4.1.3 Reach out to the Social Services departments for all of the Tribes to request Tribal Government Representation on the CoC Executive Committee.
  - 4.2 Approval of HHAP Round 6 -
    - 4.2.1 Homelessness Action Plan
    - 4.2.2 County of Lake and Lake County Continuum of Care Memorandum of Understanding
    - 4.2.3 HHAP-6 Application
  - 4.3 Contract Approval NCO RRH, and AHCL HUB Contract
  - 4.4 Encampment Resolution Funding RFP
  - 4.5 Outreach Funding Discussion
  - 4.6 Community Event t-shirt Design Discussion and Approval

5. Adjournment

Organization	Project	Project Type	Total	Participated in	CoC Funded/ Recommended	HMIS/CES Requirement	CALAim
	Project	Project Type	Licenses	HMIS Training	Recommended	Requirement	CALAIIII
	Hope Center	TH	2	Υ			Υ
	AHCL -	Services		Υ			Υ
AHCL	Housing	Only		ľ			Ī
	Project		1				Υ
	Restoration	TH					ı ı
COC	CES		11	Υ	Υ	Υ	
	LCBHS - ES	ES					
	LCBHS - PSH	PSH			Υ	Υ	
LCBHS	LCBHS		2				
	Housing	Services		Υ			
	Services	Only					
	LCDSS APS	Prevention	1	Υ			
LCDSS	LCDSS HDAP					Υ	
10200	LCDSS HSP	RRH	2	Υ		Υ	
	LCDSS TAY					Υ	
LCOE	LCOE	Services	1	Υ			
	Services Only	Only			.,	.,	
	LCOE PH	PH			Υ	Υ	
NCO	NCO - New	5511	3	Υ	Υ	Υ	Υ
	Diggs	RRH					
NF	NF - RRH	RRH	0			Υ	
INF	NF -	Duo, so mti o :-	2	Υ		Υ	
RCS	Prevention RCS	Prevention	2	Υ	Υ	Υ	Υ
KCS	KUS	ES	3	Y	Y	Y	Y
	Supporting		4	Υ			
SBF	Bright Futures		1	Y			
SDF	Dilgiit Futules						

				American					
			Black,	Indian,		Middle	Pacific		
Organization			African,	Alaska	Asian,	Eastern,	Islander,		
		Hispanic,	African	Native,	Asian	North	Native		
	Project	Latin	American	Indigenous	American	African	Hawaiian	White	Multiple
	Hope Center	2	4	7	0	0	0	29	10
	AHCL -								
AHCL	Housing	2	5	7	0	0	0	37	11
	Project								
	Restoration	1	1	4	0	0	0	16	0
COC	CES	48	34	51	4	0	11	356	84
	LCBHS - ES	2	2	0	0	0	0	13	2
	LCBHS - PH	4	1	3	0	0	0	33	5
LCBHS	LCBHS								
	Housing								
	Services	0	0	0	0	0	0	4	0
	LCDSS APS	0	1	0	0	0	0	5	0
	LCDSS HDAP	0	0	0	0	0	0	0	0
LCDSS	LCDSS HSP	0	1	0	0	0	0	0	3
	LCDSS TAY	0	0	0	0	0	0	0	0
	LCOE Services								
LCOE	Only	0	0	0	0	0	0	1	0
	LCOE PH	1	0	0	0		4	2	0
NCO	NCO - New								
	Diggs	4	1	3	0	1	0	28	3
	NF - RRH	0	0	0	0		4	10	
NF	NF -								
	Prevention	0	0	0	0	0	0	7	2
RCS	RCS	8	5	8	0			57	10
	Supporting								
SBF	Bright Futures	NA	NA	NA	NA	NA	NA	NA	NA
Total		72	55	83	4	2	11	598	131

# County of Lake & Lake County Continuum of Care

# REGIONALLY COORDINATED HOMELESSNESS ACTION PLAN





Adopted June 2022 Revised August 2025

# Acknowledgments

The Lake County <u>Homelessness Action Plan</u> was developed under the leadership of the Lake County Behavioral Health Services Department with the extensive cooperation and input of the membership of the Lake County Continuum of Care, the elected members of the Lake County Boad of Supervisors and concerned Lake County citizens. They wish to thank all participating entities and individuals who have supported this process as another step towards the identification of and solutions towards Lake County's homelessness problems.

# **Appendices**

Map of California

Map of Lake County

Lake County CoC 2024 HUD PIT & HIC Reports

### **SUMMARY**

### **Purpose**

This Regionally Coordinated Homelessness Action Plan is intended to provide the County of Lake and the Lake County Continuum of Care, respectively, with the data on what homelessness looks like in Lake County, information on available local resources, and the strategies identified locally to move all people needing assistance into permanent housing that is safe, decent and affordable. Because Lake County is geographically remote and isolated, the region is self-contained; it includes unincorporated Lake County, its two incorporated cities of Clearlake and the county seat of Lakeport, and the five Native American tribal governments that hold land in federal trust within Lake County.

### **Plan History**

In 2004, California voters approved Proposition 63, also known as the Mental Health Services Act (MHSA). The act provides funding for various county mental health services by increasing the tax paid by those with incomes above \$1 million. This income tax increase raises \$1.5 billion to \$2.5 billion per year, over \$14 billion since its inception. The MHSA program as subsequently amended can additionally provide Permanent Supportive Housing to homeless persons who have serious mental health disorders.

In 2016, the Legislature created the <u>No Place Like Home</u> program to further fulfill what is believed was an original intent of the MHSA program: to build and rehabilitate housing for those with mental illness who are homeless or at-risk of becoming homeless. The Legislature tried to appropriate money from the MHSA two years ago to fund this program, but that effort was challenged in court. The voter approval of Proposition 2 on the November 2018 California ballot allows the NPLH program to continue in two ways:

- Approved the use of MHSA Funds for the NPLH program. No more than \$140 million of MHSA funds can be used for NPLH in any year.
- Authorized \$2 billion in borrowing The measure allows the state to sell up to \$2 billion in bonds to pay for NPLH. Bonds would be repaid over many years with MHSA funds.

The NPLH funds are to serve adults with serious mental illness, children with severe emotional disorders and their families, persons who require or are at risk of requiring acute psychiatric inpatient care, residential treatment, or outpatient crisis intervention because of a mental disorder with symptoms of psychosis, suicidality or violence AND who are homeless, chronically homeless, or at risk of chronic homelessness.

"At risk of chronic homelessness" includes persons who are at high risk of long-term or intermittent homelessness, including persons with mental illness exiting institutionalized settings with a history of homelessness prior to institutionalization, and transition age youth experiencing homelessness or with significant barriers to housing stability.

### **Current NPLH Program Status**

The NPLH Program regulations are codified in the California Welfare and Institutions Code. The California Department of Housing and Community Development (HCD) will manage the program, in consultation with the Mental Health Services Oversight and Accountability Commission and the No Place Like Home Program Advisory Committee which includes legislative, other state and local representatives and political appointees. NPLH funding is being distributed among eligible counties both by a noncompetitive allocation and through a competitive process over several rounds among similarly-sized counties. Lake County's noncompetitive allocation in 2018 was \$557,845. That funding was formally allocated in 2022 to the proposed Collier Avenue project, a permanent supportive housing project just constructed on a county-owned parcel in Nice. About one-half of the units are reserved for the chronically homeless mentally ill. Remaining units are occupied by developmentally disabled adults. The NPLH funding was allocated towards the chronically homeless mentally ill portion of the project.

More recent NPLH allocations were allocated towards the City of Lakeport's research and planning of a homeless shelter and navigation center. That project is still in its planning stages, although community input sessions and questionnaires have been completed. Lake County also moved towards utilizing future program funding for its planned Housing Trust Fund as discussed in its recently-adopted <a href="Housing Action and Implementation Plan">Housing Action and Implementation Plan</a>.

### **HHAP Program**

The Homeless Housing, Assistance and Prevention (HHAP) grant program was established with California's Governor Gavin Newsom's signing of Assembly Bill 101 into law in 2019. The bill, which also authorized the local establishment of low-barrier homeless navigation centers, provided noncompetitive and competitive funding to local jurisdictions and Continuums of Care for use towards solving homelessness.

Round 1 of HHAP funding approved in 2020 provided \$445,266 and \$500,000, respectively, to the County of Lake and the Lake County Continuum of Care. The bulk of funding for both entities was allocated towards the establishment of Lake County's first year-round homeless shelter and navigation center at Clearlake at the county's southeast end which experiences the greatest identified homeless concentration. Eight percent of each allocation was dedicated towards youth homelessness as required.

Round 2 funding approved in 2021 provided the county and its CoC with \$203,550 and \$250,000, respectively, allocated again towards the continuing operation of the homeless shelter successfully established with HHAP Round 1. Another eight percent as required was directed towards youth homelessness. Those funds were allocated towards nonprofits serving eligible youth, along with shelter beds specifically for youth.

Round 3 HHAP's NOFA dated December 2021 states the following: "HHAP Round 3 is designed to build on regional coordination developed through previous rounds of HCFC Homeless Emergency Aid Program (HEAP), HHAP, and COVID-19 funding. Round 3 funds should be used to continue to build regional coordination and a unified regional response to reduce and end homelessness informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing." The County of Lake and Lake County CoC allocations in Round 3, respectively, were \$569,940 and \$610,650. The required youth setaside this round is increased to ten percent. The county budgeted its

Round 4 of HHAP allocated \$569,940.13 to Lake County, which it mostly added to the NPLH Collier Avenue supportive housing program. The remainder went towards homeless youth supportive services plus program administration. The CoC's allocation of \$610,650.14 was largely budgeted towards the county's homeless shelter, including beds for qualifying youth, rapid rehousing, and street outreach plus diversion.

Round 5 of HHAP provided \$634,627.17. Except for some funds directed towards the county's HMIS, the bulk was needed to its homeless shelter's continuing operation. The CoC received \$661,475.53 which it largely budgeted as well towards the county's homeless shelter, with another large amount utilized for rapid rehousing.

### NEED for HOMELESSNESS ACTION PLAN

One of the threshold requirements counties must meet to access funding under the <u>No Place Like Home</u> program through the CA Department of Housing and Community Development (HCD) is to submit a plan specifying goals, strategies and activities both in process or to be initiated to reduce homelessness and make it non-recurring. Projects counties propose under NPLH must be connected to the goals and strategies counties identify in these plans. Therefore, the original Housing Plan was developed in cooperation with all local entities and individuals engaging with the targeted populations. After public review and comment the Board of Supervisors adopted that plan in August 2019.

This <u>Homelessness Action Plan</u> for both the County of Lake and the Lake County Continuum of Care builds upon the original NPLH Housing Plan and is designed to meet both the regulatory requirements and the intent of the NPLH program along with the expanded requirements of the Homeless Housing, Assistance and Prevention Grant

Program (HHAP). Local and tribal governments and Continuums of Care may access noncompetitive and/or competitive HHAP funding allocations through the CA Interagency Council on Homelessness (Cal ICH). The revised plan must be adopted by the Lake County Board of Supervisors and the Lake County Continuum of Care, respectively, as part of its applications for its noncompetitive allocations currently available. The HHAP program is on its third round of local allocations, and a fourth round is anticipated in the near future.

The state's Health and Safety Code requires that this <u>Homelessness Action Plan</u> include three components:

- 1. A local landscape analysis that assesses the current number of homeless along with existing programs and funding addressing homelessness within the jurisdiction;
- 2. Demographic information for the homeless, including underserved populations and subpopulations, and type of provided interventions; and
- 3. Identification of funds being used or planned for use to provide housing and homelessness-related services, those funded intervention types, and how they are serving identified subpopulations.

Those components are addressed in this plan. This document also includes information from and incorporates by reference other locally adopted documents that deal with homelessness and its prevention. These documents include the Lake County Housing Element of the General Plan adopted June 16, 2020 by the Board of Supervisors, the Lake County Mental Health Services Act (MHSA)Three-Year Plan FY 2023-2026, thenewly-adopted 2025 Lake County Housing Action and Implementation Plan, the 2024-2026 Lake County Continuum of Care Strategic Plan, its 2021 Community Survey which gathered information on desired services, and its 2021 Gaps Analysis, since informally updated. The 2020 City of Lakeport Housing Element and the 2019 City of Clearlake Housing Element were also reviewed and are incorporated by reference as well. Further, this Action Plan contains information that can satisfy the requirements of other homelessness assistance and prevention programs offered through HCD, the U.S. Department of Housing and Urban Development (HUD) and other governmental agencies and private entities. It is the intent of this plan to facilitate the provision of projects and programs within Lake County that will benefit its homeless and at-risk residents. The provided information also may serve as the starting point for other entities, particularly nonprofit groups working with special needs groups such as veterans, disabled and youth, to launch further detailed, targeted needs assessments that can result in new and successful funding pursuits and subsequent projects.

### **DEFINITION OF HOMELESSNESS**

### **HUD Definition**

The federal definition of "homelessness" originated with the McKinney-Vento Homeless Assistance Act of 1987, codified in 42 USC section 11371 et seq., the Public Health and Welfare Code. Although the various federal and state-funded programs can specify narrowed eligibility depending on the program's intent or targeted population, the definition of "homeless" as imposed by the U.S Department of Housing and Urban

Development (HUD) and detailed in the Code of Federal Regulations (24 CFR section 578.3) provides for four categories of individuals and households:

### Category 1-

Individuals and families who lack a fixed, regular and adequate nighttime residence, which includes one of the following:

- Place not meant for human habitation
- Living in a shelter (emergency shelter, hotel/motel paid by government or charitable organization)
- Exiting an institution(where they resided for 90 days and less AND were residing in emergency shelter or place not meant for human habitation immediately before entering institution)

# Category 2-

Individuals and families who will imminently (within 14 days) lose their primary nighttime residence, which includes ALL of the following:

- Have no subsequent residence identified AND
- Lack the resources or support networks needed to obtain other permanent housing

### Category 3-

Unaccompanied youth (under 25 years of age) or families with children/youth who meet the homeless definition under another federal stature and includes all of the following:

- Have not had lease, ownership interest, or occupancy agreement in permanent housing at any time during last 60 days
- Have experienced two or more moves during last 60 days
- Can be expected to continue in such status for an extended period of time because
  of: chronic disabilities, OR chronic physical health or mental health conditions, OR
  substance addiction, OR histories of domestic violence or childhood abuse
  (including neglect) OR presence of a child or youth with a disability, OR two or more
  barriers to employment

# Category 4-

Individuals/families fleeing or attempting to flee domestic violence, dating violence, violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or family member and includes ALL of the following:

- Have no identified residence, resources or support networks
- Lack the resources and support networks needed to obtain other permanent housing

### State of California Definition

The state's HHAP program has adopted the federal homelessness definition for its eligible service population. It currently uses the local Continuum of Care's 2019 Point in Time (PIT) count in determining local need for the HHAP and other program allocations, although the PIT count is restricted to using a HUD definition of "unsheltered." That definition is defined in the PIT Count section below.

The California state legislature is considering adoption of an official definition of the homeless. One such recent definition was originally contained in 2019's AB 67: An individual or family who lacks a fixed, regular and adequate nighttime residence or an individual who resided in a shelter or place not meant for human habitation and who is exiting an institution where the individual temporarily resided.

The HHAP homelessness definition, as specified by the CA Health and Safety Code, is defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The section incorporates by reference the federal McKinney-Vento Homeless Assistance Act (as amended). It further includes a definition for those at risk of homelessness:

- (1) An individual or family who:
  - (i) Has an annual income below 30 percent of median family income for the area, as determined by HUD;
  - (ii) Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "Homeless" definition in this section; and
  - (iii) Meets one of the following conditions:
  - (A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
  - (B) Is living in the home of another because of economic hardship;
  - (C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days of the date of application for assistance:
  - (D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;
  - (E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons, or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;
  - (F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or

- (G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in recipient's approved Consolidated Plan;
- (2) A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or
- (3) A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

This code section further defines those chronically homeless:

- (1) A "homeless individual with a disability," as defined in section 401(9) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(9)), who:
  - (i) Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter: and
  - (ii) Has been homeless and living as described in paragraph (1)(i) of this definition continuously for at least 12 months or on at least 4 separate occasions in the last 3 years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive nights of not living as described in paragraph (1)(i). Stays in institutional care facilities for fewer than 90 days will not constitute as a break in homelessness, but rather such stays are included in the 12-month total, as long as the individual was living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter immediately before entering the institutional care facility;
  - (2) An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or
  - (3) A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

CA Health and Safety Code section 50216(k) defines homeless youth as an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness. The term "homeless children and youth for the HHAP program is defined as:

(A) means individuals who lack a fixed, regular, and adequate nighttime residence; and

### (B) includes —

- (i) children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; or are awaiting foster care placement;
- (ii) children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings:
- (iii) children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
- (iv) migratory children who qualify as homeless.

Local budgeting of the HHAP allocation must designate a minimum of 10 percent for uses benefitting unaccompanied youth through age 24.

### **HUD CoC PIT and HIC Counts; Sheltered and Unsheltered Homeless**

Since 2003 the U.S. Department of Housing and Urban Development (HUD) has required that each Continuum of Care conduct a Point-in-Time or PIT count, now on a locally chosen January day (exemptions may be granted for specific emergencies) each uneven numbered year. Lake County's CoC, established in 2014, conducted its first PIT count in 2015 and since has opted to conduct a PIT count annually. It therefore most recently conducted counts in 2024 and 2025. The 2024 PIT data are included with this Action Plan; HUD has not yet officially accepted the 2025 count. HUD also requires that each CoC conduct an annual Housing Inventory Count (or HIC) which is a point-in-time inventory of provider programs providing beds and units dedicated to people experiencing homelessness (including permanent housing projects where residents were homeless at entry). Those provider programs are categorized by five types: Emergency Shelter, Transitional Housing, Rapid Rehousing, Safe Haven, and Permanent Supportive Housing. The 2024 HIC information is also attached to this Plan.

The PIT count was established by HUD to estimate the number of chronically homeless, or those individuals who for whatever reason did not use established emergency shelters. HUD specifies that the definition of "unsheltered homeless" for purposes of the local PIT count is as specified in 24 CFR 578.3 paragraph (1)(i):

- (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
  - (i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for

human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground.

This definition excludes those doubling-up or couch surfers, or those residing in institutions at the time of the PIT count, although they otherwise would qualify under the broader HUD homelessness definition. The definition, however, does include those living in tents or recreational vehicles since those shelters are not defined by code as meant for regular human habitation.

### **Student Homelessness**

Public schools by federal regulation collect data on homeless students. In this instance, the McKinney-Vento Homeless Assistance Act provides a more inclusive definition of homelessness for students and their families than what is permitted CoCs when conducting PIT counts for unsheltered individuals. For this special population, the term "homeless children and youths"

- (A) means individuals who lack a fixed, regular, and adequate nighttime residence (within the meaning of section 103(a)(1)); and
- (B) includes--
  - (i) children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;\*
  - (ii) children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings (within the meaning of section 103(a)(2)(C));
  - (iii) children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
  - (iv) migratory children (as such term is defined in section 1309 of the Elementary and Secondary Education Act of 1965) who qualify as homeless for the purposes of this subtitle because the children are living in circumstances described in clauses (i) through (iii).

### **Summary**

In summary, therefore, a homeless individual (or household) is defined as "an individual who lacks housing (without regard to whether the individual is a member of a family), including an individual whose primary residence during the night is a supervised public or private facility (e.g., shelters) that provides temporary living accommodations, and an individual who is a resident in transitional housing." A homeless person is an individual without permanent housing who may live on the streets or in the fields, be staying in a shelter, mission, single room occupancy facilities, abandoned building or vehicle, or be

in any other unstable or non-permanent situation. An individual may be considered to be homeless if that person is "doubled up" or "couch surfing," terms that refer to a situation where individuals are unable to maintain their housing situation and are forced to stay with a series of friends and/or extended family members. In addition, previously homeless individuals who are to be released from a prison or a hospital may be considered homeless if they do not have a stable housing situation to which they can return. Migrant workers and their families who are temporarily without adequate housing are also considered homeless during that displaced period. A recognition of the instability of an individual's living arrangements is critical to the definition of homelessness.

### LOCAL LANDSCAPE ANALYSIS

### Lake County, California

Lake County, home to the largest natural freshwater lake in California, is a geographically large but isolated rural county accessed only by two-lane roads over intercoastal mountain ranges, about 110 miles both northwest of Sacramento and northeast of San Francisco. Approximately 6,033 square miles in area, the county has an estimated 2021 population of almost 69,000 persons, of which about 9,500 are school-aged children. Its economy is based mostly on agriculture, tourism and recreation, although the largest employers are local government, school districts and two critical access hospitals. Its two incorporated cities, Lakeport and Clearlake, are situated on Clear Lake's northwestern and southeastern shores, respectively. Although Lakeport is the county seat, Clearlake's population of about 16,777 persons substantially exceeds that of Lakeport's 5,135 residents.

Lake County has some of the poorest, most unhealthy citizens in the state. The <a href="2019">2019</a> County Health Rankings and Road Maps, a report annually produced by the Robert Wood Johnson Foundation (RWJF) in collaboration with the University of Wisconsin Population Health Institute (UWPHI), concluded that Lake County is the unhealthiest of the state's 58 counties based on a variety of mental and physical outcomes. One huge factor cited is that almost 30 percent of households with minor children live below the poverty line.

Further, over the past several years a number of natural disasters have severely impacted Lake County and its residents. The 2015 Valley, Jerusalem and Rocky Fires resulted in the loss of almost 1,600 homes and devastated the communities of Middletown, Cobb, and Whispering Pines. Clayton Fire in 2016 resulted in the loss of an additional 250 homes in and around the Clear Lake/Lower Lake area. Again in 2017, the Sulphur Fire took another 158 homes in the Clearlake Oaks and Clearlake Park areas. Winter storms in 2018 pushed Clear Lake to its highest level since 1998, inundating homes, flooding streets and bringing some aspects of life in Lake County to a halt. In the City of Lakeport, a recreational vehicle/mobile home park that included about 35 units occupied mainly by Latino farm worker households, was destroyed and

the residents were temporarily relocated to a formerly closed resort. Again in 2021 the Cache Creek Fire destroyed a portion of the unincorporated town of Lower Lake. That fire destroyed 56 homes, mostly mobile homes in a park occupied by low-income households. In all, approximately seven percent or 2,100 units of the county's housing stock have been lost over the past seven years. Many families were already living in poverty and the long term effects of losing their homes and property will continue to present the community with additional challenges, including homelessness.

# **Lake County Demographics**

The U.S. Census Bureau estimated Lake County's 2024 population at 67,764, or about a .5% loss over the previous year. But the most comprehensive data are available from the 2020 U.S. Census.

The 2020 U.S. Census provided the following estimates for Lake County:

Lake County total population 6	8,766			
Unincorporated	46,854			
City of Lakeport	5,135			
City of Clearlake	16,777			
Age and sex				
Persons under 5	3,740	(5.4%)		
Persons under 18	14,578	(21.2%)		
Persons 20 to 24		(4.5%)		
Persons 65 and over	16,105	(23.4%)		
Female persons		(49.4%)		
Race and Hispanic Origin		` '		
White (not Hispanic or L	_atino) 4	17,380 (68	3.9%)	
Black		1,444 (2.		
American Indian, Alaska	a Native	3,094 (4.		
Asian		963 (1.	,	
Native Hawaiian, Pacific	c Islander	206 (0.		
Two or more races		3,232 (4.	,	
Hispanic or Latino (any	race) 1	15,442 (23		
Non- U.S. citizens				orn residents)
Veterans	5,265 (7		J	,
Number of Households 26.	092 (2.48 p	•	ousehold)	)
Income and Poverty			,	
Median household inco	me \$	649,254		
Per capita income		S29,714		
Persons in poverty		10,934 (	17.0%)	
Children in poverty		2,493 (	,	
Health		, (	, ,	
Disabled persons			15,266	(22.2%)
Persons under 65 with o	disability			(13.6%)
Persons without health				(6.0%)

Persons under 65 without health insurance 6,464 (9.4%)

Education

Persons 25+ with high school degree 48,935 (30.3%) Persons 25+ with bachelor's degree or higher 4,453 (9.1%)

Housing

Number of units 34,220 (includes units held for vacation use only)

Occupied Units 22,593

Owner-occupied 11,903 (15.8%) Renter occupied 10,690 (38.7%)

Units available for rent 6,598 (5% est. vacancy rate)

Median gross rent \$1,544

# **Homelessness in Lake County**

# Local governments data

As required by California law, all three governmental agencies have adopted a 2019-2027 Housing Element as part of their respective General Plans, long-term planning documents covering a range of mandatory and discretionary focus areas. According to HCD, the agency responsible for certifying housing elements with state law, the two cities plus County of Lake have submitted compliant elements.

Both Lakeport and Clearlake cite the Continuum of Care's HUD 2014 Point in Time (PIT) and Housing count when attempting to quantify its respective jurisdiction's homeless population. The problem, however, is that in 2014 the CoC included five counties, of which Lake was one (Colusa, Glenn, Trinity and Tehama were the others). Therefore the homeless numbers were combined and could not reliably be extracted for any one county. Clearlake makes a particular point that domestic violence victims, most often single women with minor children, need more emergency shelter options but that the county's single facility serving that special group is located in the unincorporated county. All three governmental entities do a good job identifying the particularly vulnerable groups, such as single parent households with children, the elderly and the disabled, by numbers and by income groupings, but most of the information was based on now-dated 2000 US Census tables. The recently-revised 2019 Lake County Housing Element did the best job of trying to document homelessness needs, providing data from both the new Lake County Continuum of Care (first HUD PIT count 2015) and a local faith-based homeless advocacy group that in 2008 utilized the HUD estimate that at, on average, communities had one to 1.5 percent of its population homeless at any given time. That amounted to 639-959 homeless persons within Lake County in 2008.

### Lake County Continuum of Care Point-in-Time and Housing Inventory Count 2024

The CoC's January 25, 2024 PIT count (its 2025 PIT count is still not officially HUD-reported) documented 435 individuals in 370 households were unsheltered on that date Another 103 individuals (59 households) were housed that day in emergency shelter with another 66 individuals (51 households) in transitional housing. About 39% of those total individuals self-reported a serious mental illness or substance use disorder. Nineteen unsheltered persons, 6 in emergency shelter and 4 in transitional housing were domestic violence survivors. Homeless males outnumbered females by almost three to two. No persons self-identified as transgender; 7 persons self-identified as LGBTQ+. Only 60 percent of unsheltered persons were White non-Hispanic, although 15 percent classified themselves as Latino and 19 percent identified as Native American. Twenty-eight percent of individuals described themselves as chronically homeless.

Thirty-one or 7 percent of those 435 unsheltered individuals were minors, with 1 unaccompanied minor. Another 19 unsheltered persons were unaccompanied youth ages 18 to 24. A single parenting youth with 2 children was living in transitional housing. Fourteen unsheltered persons, 5 in emergency shelter and 1 in transitional housing claimed U.S. veteran status.

The 2024 PIT count outreach team conducted interviews with 375 unsheltered individuals. Thirty percent of respondents claimed prior incarceration as their reason for homelessness. Ten percent were homeless because of recent Lake County wildfires with another 9 percent citing the Covid epidemic as being the main cause of their homeless situation.

The entire HUD PIT count plus HIC count report for 2024 is attached to this document.

### Other Homeless Estimates

Overall community homelessness:

In general, HUD and other homeless assistance sources allow the use of certain assumptions and extrapolations when quantifying special needs groups, especially when resources, local expertise and assistance, and physical constraints such as rural locations warrant. HUD itself estimates in its publication, <u>A Guide to Counting Unsheltered Homeless People</u>, that at any given point in time the PIT count only captures as many as one-quarter to one-third of adults who are unsheltered homeless.

The affordable housing industry's accepted standard is that a community will have one to 1.5 percent of its population homeless at any given time. Based on Lake County's estimated 2024 population of 68,766, a conservative one percent, or an estimate of 688 homeless persons, can be used. This homeless number also corresponds closely with the 2024 Lake County CoC HUD PIT and HIC reported data and therefore appears reliable.

### Veterans:

Another often-used estimate comes from the US Department of Veterans Affairs (VA). According to the VA, generally about one-fourth of the local homeless are veterans. Using only the PIT count (does not include other homeless such as couch surfers), this translates to 151 persons in Lake County if using the 604 homeless persons benchmark. About one-half, or 75, are Vietnam-era veterans, categorizing them as elderly. According to the US Interagency Council on Homelessness, about half of homeless veterans also have a mental illness, typically PTSD or bi-polar disorder. Three-fourths, or an estimated 131 homeless vets, have problems with alcohol, drugs and/or mental health. Therefore a reasonable assumption is that one-half of the county's homeless veterans likely have co-occurring disabilities or disorders.

### Mentally III:

According to the US Interagency Council on Homelessness, about one-third of the homeless have untreated psychiatric illnesses. Using the 604 homeless persons estimate, Lake County may have about 201 mentally ill individuals who are homeless and not accessing services. As part of its mission, Lake County Behavioral Health Services provides recovery-oriented services that include assistance with establishing stable housing. Its FY 2022-2026 Mental Health Services Act Three-Year Program and Expenditure Plan specifies strategic actions in assisting county residents with mental illness, including those with co-occurring (mental health and substance use) disorders. It is also the lead agency for this Action Plan as well as the administrator for the Lake County Continuum of Care.

### **Chronically Homeless:**

Although the VA estimates that at least one-third of homeless veterans meet the definition of chronically homeless, housing advocates use 25 percent as a rule of thumb for the number of chronically homeless among the homeless population. Using the same homeless number of 604 persons, therefore, provides an estimate of 151 persons who are chronically homeless. These individuals are disabled by a mental or physical disorder and have been either homeless for a year or more or have had at least four episodes of homelessness in the previous three years. Of this subgroup, at least one-third are generally found to be severely mentally ill. Again, this translates to a current Lake County estimate of 50 persons who meet the NPLH target clientele of the chronically homeless mentally ill. This number is consistent with the 2024 CoC PIT count; data collected are just categorized differently.

### Homeless Youth:

The Lake County CoC 2024 PIT and HIC counts identified 39 households with a total of 65 minor children and one unaccompanied minor child as homeless. But according to the 2020 KidsData.org annual report from the Lucille Packard Foundation for Children's

Health, Lake County was fifth in the state with 10 percent of its public school students meeting the McKinney-Vento definition of homeless; California as a whole had a homeless student rate of 4.4 percent. The Lake County Office of Education listed a 2020-2021 enrollment of 9,883 for its public schools. Of that total, 442 students were classified as "homeless youth." Another 358 students were classified as "migrant youth" also meeting at times the McKinney-Vento homelessness definition. Lake County's 2020-2021 dropout rate for students enrolled in grades 9-12 was over 14 percent (California overall was 9 percent), another risk factor for youth homelessness.

According to the Substance Abuse and Mental Health Services Administration of the U.S. Department of Health and Human Services, the majority of homeless youth are 13 or older and have higher rates of mental health problems and substance abuse than their peers. Up to 50 percent or more have been involved in the foster care system as well, and 20 to 35 percent of homeless youth identify as LGBTQ+.

### PLAN DEVELOPMENT

### Public and Agencies Input

The NPLH and HHAP regulations require the county housing plan/homelessness action plan be developed with public input; entities and individuals that were consulted specifically included the following:

- County representatives with expertise from behavioral health, public health, probation and criminal justice, social services, and housing;
- The local Continuum of Care (CoC), including those with lived homelessness experience;
- Housing and homeless service providers, especially those with experience providing housing or services to the chronically homeless;
- County health plans and health care providers, especially those implementing pilot or other programs that would allow the county to use Medi-Cal or other non-MHSA funding to provide or enhance services provided to NPLH tenants, or to improve the tracking of health outcomes in housing;
- The public housing authority; and
- Representatives of family caregivers of persons living with serious mental illness.

In Summer 2018, Lake County Behavioral Health Services contracted with Paragons, LLC, a consulting firm with a long presence in Lake County, to prepare the No Place Like Home housing plan. Paragons' principal consultant and her team had originally prepared the county's first MHSA housing plan ten years ago. A process meeting all NPLH requirements was designed and approved by Behavioral Health Services Department, then work began. The Lake County CoC became an ad hoc committee for the process and therefore was directly and continuously engaged with this plan.

Two surveys were designed and launched. The first survey was for persons in government service, public agencies, private organizations and healthcare working with the homeless, at-risk of homelessness, and the mentally ill, either directly as part of their assignments or through contact during the course of their work. The second survey was directed to the consumer; this survey was completed by consumers/clients with or without the assistance of a provider. The first survey was emailed to all contacts by the head of the county's Behavioral Health Services Department. The consultant later followed up with non-responders. Although not all agencies responded to the survey request, input in this NPLH plan and this updated Action Plan was obtained from all the following over the course of this Plan's development:

- Representatives from Lakeport and Clearlake governments
- Lake County Board of Supervisors
- Lake County Behavioral Health Services Department
- Lake County Department of Social Services
- Lake County Housing Commission (public housing authority)
- Lake County Public Health
- Partnership Health Plan of California
- Lake County Probation Department
- Lake County Superior Courts
- Clearlake and Lakeport Police Departments
- Lake County Sheriff's Office
- Lake County Office of Education
- US Department of Veterans Affairs
- Local affordable housing managers
- Supportive Services for Persons with Disabilities
- Lake County Continuum of Care
- Housing and homeless service providers
- Ford Street Detox and Emergency Housing
- Hilltop Sober Living
- North Coast Opportunities
- Lake County Interfaith Council
- Redwood Coast Regional Services
- Lake County food banks (Clear Lake Gleaners, etc.)
- St. Vincent de Paul Society
- Salvation Army
- Red Cross Gold Coast region
- Catholic Charities of Sonoma, Napa and Lake counties
- Lake Family Resource Center (domestic violence shelter)
- Lake Ministerial Association warming center (winter shelter)
- Sutter Lakeside Hospital
- Adventist Health Clearlake Hospital
- Lake County Tribal Health Consortium
- Lakeside Community Clinic
- Clearlake VA Clinic

- Representatives of family caregivers of persons living with serious mental illness
- Senior Centers
- Senior caregivers
- Providers with experiencing providing housing or services to those who are chronically homeless
- Individuals self-identifying as mental health consumers

Client surveys were completed by 131 individual participants; some homeless encampment occupants were interviewed as well. This report contains data as well on the responders, including homelessness status. Client comments were further utilized to develop the goals and strategies of this housing plan. Please see the section on Quantifying the Homeless for a description of the client survey findings.

The consultant team also hosted a focus group in February 2019 for local governments, agencies and individuals particularly interested in the development of housing for the targeted clientele. Approximately 25 persons representing 20 entities attended. Their collective recommendations on potential housing projects and supportive programs are incorporated in this plan as well. The minutes, with participant input, are attached in the appendix section.

Over the past eight years, Lake County Behavioral Health Services, along with other public and private partners, has been conducting multiple planning activities concerning homelessness and housing needs. During each of these planning processes, outreach was done through community-wide annual *Soberest* events sponsored by Lake County Behavioral Health Services. Providers of homeless services in mental health/substance abuse along with consumers and staff of homeless services were interviewed. Findings were incorporated into the current 2022-2026 Mental Health Services Act Three Year Program and Expenditure Plan. This homelessness plan continues to build off these earlier MHSA activities.

The Lake County Continuum of Care, comprised of representatives from all segments of federal, state and local governments, nonprofit and healthcare agencies, faith-based groups and concerned individuals who work with the homeless and at-risk populations or were themselves homeless at some point, served as an ad hoc planning committee for this process. This entity has existed in its present form only since 2014, conducting its own first HUD Point-in-Time homeless count in 2015. Prior to that, Lake County had been a part of two different multi-county consortiums after an early version of the county CoC, first formed in the 1990s, had become inactive. The CoC was regularly updated on the NPLH plan development process, with members participating in filling information gaps or making further outreach attempts when necessary. The result was a NPLH housing plan that was comprehensive. The same process was utilized to develop this homelessness action plan and therefore it is a good reflection of Lake County's current homelessness picture and its collective efforts to tackle the problem.

### Client Outreach Survey 2019

The following is an analysis of completed client surveys:

Overall client survey findings:

The overall findings show variations primarily by age, location, education, housing situations, needs for stability, services used and length of time without stable housing.

The specific key attributes of the population studied are:

- The majority of the respondents were 18 to 64 years of age (n=118, 90%); the largest age group was 45 to 54 years of age (n=29, 22%),
- ➤ Slightly more than half are male (n=71, 54.2%) with only one person being transgender/non binary,
- ➤ The zip code where the greatest number of respondents reside is Clearlake (n=52, 40%).
- ➤ Most respondents were white/Caucasian (n=90, 69%),
- ➤ The majority had not graduated high school or had a high school degree as their highest level of education (n=85, 65%).
- ➤ Almost one-quarter (n=32, 24%) were homeless.
- ➤ Finances (n=89, 67%) and sustainable income (n=71, 54%) were the biggest obstacles to obtaining a stable living environment and ideal housing situation respectively.
- ➤ Almost half (n=63, 48%) lived alone with 54 respondents (41%) living in a family household.
- ➤ The most commonly used agencies and services were those provides by the Department of Social Services (n=59, 45%) and many respondents used services from multiple agencies; 21 (16%) respondents reported using no services.
- > The preferred living environments varied with no one type being a strong preference.
- ➤ More than three-quarters of respondents (n=107, 82%) were **not** veterans.

### Specific attributes:

The variations noted below could be used to target interventions.

Age. There is a significant number of respondents who are homeless in Clearlake. This group is primarily between the ages of 18 and 24 with limited education. They are in need of transportation and stable employment.

Substance abuse. People who have used services for alcohol and other drugs are from a variety of ages, more likely to be male and have higher levels of education when compared to all of the respondents, and have a wide variety of assistance needs.

*Victims*. People who receive victim services are primarily female, have a variety of race/ethnic backgrounds, do not seek out substance abuse assistance, have limited education, and need assistance with finances, transportation and physical health. All of the people who sought out assistance for domestic violence were women; they need financial and social services assistance.

*Veterans*. Veterans are primarily male, have higher levels of education, use a variety of service agencies, and have slightly higher mental health and drug issues than non-veterans.

Education. People who did not graduate high school tend to have long-term homelessness.

Service agencies. Lake County Behavioral Health Services sees a diverse population with varied needs. A large percentage of their clients who participated in the study have been without permanent housing more than three times (n=15, 40%) and for over three years (n=12, 32%).

Length and frequency of time without permanent housing. People who are frequently without permanent housing and for longer periods of time have needs related to finances/stable income, transportation, and social services. This population has varied preferences for housing types and tends to be single.

### **PLAN ELEMENTS**

### **Challenges and Barriers to Serving the Homeless**

Working to identify a population that often does not want to be found is a challenge. Larger cities and counties with vast more experience than Lake County in tackling the challenges and barriers when working with the homeless have discussed these problems through the years, with many published documents sharing their insights available to those in the industry. But Lake County has unique challenges. These were all identified, and repeatedly emphasized in many instances, during the outreach process for this NPLH plan.

Lake County-specific challenges and barriers:

### Lagging local economy

According to the U.S. Federal Reserve, Lake County's January 2024 unemployment rate of 7 percent is higher than the state's 4 percent average. But that provides an incomplete picture. The county has one of the highest concentrations of elderly, with over 23 percent ages 65+. Forty percent of these seniors qualify as low income, with 10 percent falling below the poverty level. In some areas of the county, including the City of Clearlake, up to 50 percent of the working age adults describe themselves as disabled

and unable to work. One-fourth of all county households, and over one-third of households with minor children, also live below the poverty line.

### Lack of affordable housing

Over the past eight years, devastating wildfires and severe Clear Lake flooding resulted in the loss of about 2,200 housing units, many of them occupied by low income households. These losses accounted for about seven percent of the county's year-round housing stock. Remaining units, further, often were snapped up by former residents of the wealthier adjacent Sonoma and Napa counties who also were displaced by their own respective wildfires. Emergency housing is almost nonexistent but is discussed in detail in the <u>Local Resources</u> section. Lake County needs active, knowledgeable affordable housing advocates and developers.

Since 75 percent of the county's very low-income households pay more than 50 percent of monthly income towards housing, it is apparent that new housing units must include rent subsidies. Additional HUD Section 8 vouchers are not available, and HUD-VASH (Veterans Affairs Supportive Housing) vouchers are limited and difficult to competitively access for local use. Programs like Rapid Re-Housing and Emergency Solutions Grants that can provide move-in costs and other financial support can greatly assist, particularly as a gap filler while new housing units are being developed.

### Aging population

Lake County already has one of the oldest populations in the state. The previously-cited 2019 County Health Rankings and Road Maps also concluded that the county's already-aging and unhealthy citizens will continue to increase in number. This age group typically lives on a fixed income and is unable to cope with any household emergency. Mental health and alcohol use issues further exacerbate this state, creating an at-risk for homelessness situation.

### Lack of youth opportunities

Outside of school activities, little is available to youth isolated from the rest of the world in a rural county with minimal public transportation. The county's rates for teen smoking, drug use, pregnancy and dropping out of school and other risky behaviors that increase the likelihood of depression and homelessness exceed California rates. More programs such as the 6-bed teen emergency shelter in the Clearlake area and the youth drop-in centers in both Clearlake and Lakeport, provide teens a temporary respite but allows them to access services they might not seek out on their own.

### Limited public transportation

Lake County is geographically huge. It can only be accessed by the outside world via two-lane roads over mountains. Within the county, car travel from the northwest town of Upper Lake not far from the Mendocino County line to the southeast town of Middletown

not far from the Napa County line will take a full hour. California's largest natural lake, Clear Lake, sits in the middle of the county, with the cities of Lakeport and Clearlake along with several unincorporated towns along its shores. With 100 miles of shoreline, people must drive around the lake via shoreline highways even though one town may be less than one air mile from another across the lake. Although the county has a public transportation system, the routes are infrequent due to funding and ridership constraints.

### Lack of services and service providers

With a small tax base, the county's local governments do not have the financial resources larger, more urban communities enjoy, yet the local demand for services is great because of the economy and demographics. Even when funding is available, recruitment of qualified persons for necessary programs can be difficult. Higher educational and technical training opportunities are not available (two outside community colleges do have campuses here with limited class selections), and adjacent counties with more attractive wages often hire away trained personnel.

### Seasonal and invisible homeless

Lake County's economy outside of education and government services is largely agricultural- and tourism-based. Both are seasonal, typically low-paying sources of employment. The county does see during harvest periods a significant influx of migrant and other non-local seasonal workers who come for work, especially the intensive work in the fields and packing sheds where long six days/week, 12 hours/day shifts provide a substantial portion of these workers' household incomes. Yet Lake County has a severe shortage of licensed farmworker housing units and the fires and floods have further reduced the number of affordable units, if any were available for short-term rent. These seasonal workers more than often end up living in unpermitted campgrounds without proper sanitation or in homeless encampments along creeks or in fields in the county's agricultural areas. They meet most homeless definitions but do not access services, often because they are undocumented and monolingual. These unhealthy living conditions can result in local problems; local officials would also be surprised how many of these migrants include minor children who travel with their parents as they follow the row and citrus crops from the Central Valley into Lake County for its pear and grape harvests then on to Oregon or Washington for the apples and cherries.

### Not understanding the need and issues

"If we build it, they will come." Unfortunately, many persons in Lake County believe that withholding services to those they consider are degrading the local economy will result in those persons relocating to places with services. Not providing services to the homeless and those at-risk only keeps them homeless. Education on these issues is key, particularly for first responders, and is also an important strategy of the Lake County CoC. Please also see the discussion below on local efforts to educate the community on homelessness issues.

### Encampments

The 2024 CoC PIT count also documented the locations of identified homeless encampments. These 54 encampments were scattered evenly across Lake County. Number of individuals living in these encampments ranged from 2 to 20, although one encampment area of 10 motorhomes/other recreational vehicles did not note total individuals.

In response, the CoC in 2024 submitted a funding application to the states Encampment Resolution Fund program. Its request for approximately \$1,655,000 was approved. The CoC is currently searching for a nonprofit entity to assist in the program's goals of assessing the conditions of the individual encampment residents, meeting immediate needs (including medical), then providing temporary and eventually permanent housing for those individuals as it cleans up the encampment areas.

### Local efforts to decriminalize homelessness:

Lake County does not currently have a specific program to prevent criminalization of the homeless. But several recent informal discussions between law enforcement and Lake County Behavioral Health Services have focused on preventing criminalization of homelessness through local implementation of programs being tried elsewhere. The aim is to provide an alternative to involvement in the criminal justice system for people experiencing homelessness and to offer additional opportunities for supportive service intervention and care for this population.

### Forensics Team

The Forensics Team is a program operated by Lake County's Behavioral Health Services and funded by MHSA. This team operates within the county's Mental Health Adult System of Care and works closely with Adult Probation. It provides mental health services, alcohol and drug treatment, and housing services to seriously and persistently mentally ill individuals who are on probation and at risk of re-offending and incarceration. This team works very closely with the criminal justice system to assess referrals for serious mental illness and provide rapid access to a treatment plan with the appropriate mental health, substance abuse and housing services needed.

### Outreach Program

The proposed Outreach Program will work to engage and stabilize homeless individuals living outside through consistent contact to facilitate and deliver health and basic needs services and secure permanent housing. This program, using California Emergency Solutions and Housing (CESH) Program funding passed through the Lake County CoC, will operate as an entry point into the coordinated entry system for unsheltered persons and works to locate, engage, stabilize and house chronically homeless individuals and families. The outreach team will identify individuals living on the streets, assess their

housing and service needs, and facilitate connections to shelter, resources and services. The program includes a relationship with the local governments' code enforcement officials, helping to ensure that violations of local codes due to homeless persons seeking alternative methods of survival (such as encampments and unsafe housing conditions) are not criminalized, or that their criminal justice status is not jeopardized due to minor infractions.

### Law Enforcement Education & Representation on the Continuum of Care

Lake County's Continuum of Care includes representation from the county sheriff's and two cities' police departments. It continues to provide law enforcement with information and training to ensure local law enforcement is knowledgeable about issues relating to homelessness. The goal is to promote positive law enforcement policy and practice, reduce criminalization of homelessness, promote support for homeless services, and create empathy and understanding for persons experiencing homelessness within Lake County.

The Lakeport Police Department, in cooperation with the nonprofit Lake Family Resources Center, also recently added a Crisis Responder to its team. This person responds in the field to emergencies such as homelessness or domestic violence. The goal is to safely intervene without the use of force and to refer persons in crisis to community service providers or other resources to resolve, in the short and long-term, that emergency.

### Partnership with Probation Department

On October 7, 2017, Governor Jerry Brown signed Assembly Bill No. 210 (AB 210) into law. AB 210 allows counties to create a multidisciplinary team of services providers who can share confidential information in order to better and more quickly serve homeless households. In response, the CoC is in the process of developing protocols with the county Probation Department and other affected agencies to expedite identification, assessment, and linkage of county services to homeless households with criminal backgrounds. The goal of this new program will be to prevent the further criminalization of these households as they navigate community reentry and to reduce the collateral consequences of their previous and ongoing criminal justice involvement.

The Lake County Probation Department's juvenile division operates a "wrap-around" program that works with the entire family when dealing with a minor in the justice system. The program's purpose it to ensure each youth has a path to success, particularly once that youth is released from juvenile hall placement. Lake County juveniles currently are placed into a Tehama County facility; Lake County neither has the facility nor the capacity to locally handle juveniles in detention. But the Probation Department currently has three deputy probation officers that work with the wrap-around program so that youths once released, including those returning to foster care, have a safe environment, including housing, to which they can return. County agencies and nonprofits actively coordinate with this program.

### Homeless Court

Lake County Behavioral Health Services is in discussion with the District Attorney's Office to determine the feasibility of establishing a Homeless Court. Homeless Court is an alternative to the traditional criminal justice court system. The court session is focused on homeless and formerly homeless individuals and assembles every other month to resolve traffic, infractions and non-violent minor misdemeanor cases. Clients are referred to the Homeless Court in a variety of ways, including through homeless service providers, and must apply for the program well in advance of the court date. On the scheduled court date, an assigned Public Defender appears with each participant and makes a presentation to the court showing how the participant has progressed and how circumstances have changed since the participant was originally charged with the offense, ticket or fine to facilitate resolution outside of the criminal justice system.

### Coordinated Entry System:

Coordinated entry systems (CES) are intended to help communities share vital information on available resources among all agencies and entities serving the same population, in this case the homeless and those at risk of homelessness. The system also allows data, including client information, to be shared as necessary so that each client can receive services from a variety of entities that meet his or her particular needs. Since the lack of funding and resources are always a concern, especially in small rural counties such as Lake County, the CES allows the prioritization of people who are most in need of assistance. On a broader scale, the CES can provide information to CoCs and other stakeholders about program needs and gaps to help communities strategically allocate their current resources and identify the need for additional resources.

Lake County Behavioral Health Services additionally operates five community peer support centers. These are the Big Oak Center in Clearlake Oaks (northshore), the Circle of Native Minds in Lakeport (Native American-centric, northwest), the Harbor on Main in Lakeport (youth services contracted to Redwood Community Services), La Voz de la Esperanza Centro Latino in Clearlake (Spanish/English services, northeast), and the Family Support Center in Middletown (southeast county). All centers act as access points to Lake County CoC's coordinated entry system and have trained staff who already refer possibly eligible families to programs for additional assistance. Additional coordinated access points are the shelters and the Lake County Office of Education, which have the ability to connect with families through its identified unhoused youth.

For the past several years, Behavioral Health Services had been working on establishing a coordinated entry system as funded under a CA Department of Health Care Services' Whole Person Care grant program. That state program was originally designed to coordinate health, behavioral health and social services in order to improve the health outcomes of Medi-Cal beneficiaries who are high utilizers of the health care

system. Through collaboration and coordination among county agencies, health plans, providers and other entities, the grantees were to design then develop the infrastructure and processes necessary to integrate and improve care for vulnerable local populations. At the end of 2021 Behavioral Health Services, as both County of Lake and the administrator for the Lake County Continuum of Care, contracted with Adventist Health Clear Lake to establish the HUB, an administrative center for the conceived community-wide coordination network modeled after the Pathways Community HUB vision. The HUB now provides the infrastructure to continuously support and monitor local care coordination services as well as provide community based organizations and health care providers with a single point of contact system. The HUB assigns referred high-risk community members a specific "pathway" that addresses their individual risk factors and connects them to other appropriate agencies or programs that have the expertise and best practice services, supports and capacity to further serve them. In addition, the HUB utilizes the CoC's HMIS (homeless management information system) to track served individuals and report outcomes.

### Homeless Management Information System:

In 2017, Lake County Department of Social Services and North Coast Opportunities, a nonprofit agency serving Lake County as its community action agency, jointly invested in housing navigation software to support, coordinate and locate housing for homeless or at-risk of homelessness persons. Client support included case management, housing location services, and assistance in completing rental applications to move into housing and out of homelessness. This software is now fully operational.

On August 1, 2019 the CoC voted to upgrade its current software system which, although comprehensive in data gathering, maintains client confidentiality even while being accessed by many service providers within and outside Lake County. Lake County and the CoC require that this Housing Management Information System (HMIS) be used across all county agencies, providers and programs serving the homeless and those at-risk of homelessness. Therefore, training has been provided all entities in the use of HMIS so it will continue as a comprehensive and nondiscriminatory data collection tool. Outside agencies indirectly affected by this special population, such as Lake County's two hospitals, two community clinics and local law enforcement agencies (Lake County Sheriff's Department, Lakeport and Clearlake police departments, etc.) have been invited to the trainings as well. Even though these healthcare and law enforcement entities may not participate in the use of HMIS at this time, Lake County will educate those entities on the value of certain data collection, such as psychiatric facility admissions and arrests of clients being served by the other agencies, that can assist in reducing homelessness in Lake County. Since these entities were partners in the drafting of the original NPLH housing plan, they already have shown their collective commitment to assisting in this important county effort where they can.

### **Lake County Resources to Address Homelessness**

### Local government:

The county and its two cities all agree they do not have the resources to fully tackle the homelessness problem. Lake County Behavioral Health Services, in great part thanks to both the availability of MHSA funding and forward-thinking leadership, has taken the lead on behalf of the entire county to pursue the No Place Like Home funding and develop much-needed permanent supportive housing for the chronically homeless mentally ill. All three governments have provided in their respective Housing Elements policies and goals to facilitate affordable housing, including emergency shelters, in cooperation with outside for-profit and nonprofit developers, by fast-tracking permits, allowing ministerial (over-the-counter) approvals of small board and care homes, and providing government surplus properties when suitable and available for affordable housing. Ministerial projects also skip public hearings where the "not in my back yard" affordable housing opponents have the opportunity to politically kill these projects. Therefore these governmental efforts can translate into huge financial contributions. often qualifying as required local match for some funding sources, towards housing projects that will make them feasible to develop. Further, in July 2025 the Lake County Board of Supervisors adopted a Housing Action and Implementation Plan as a major step towards the development of additional affordable housing options across the county.

### Tribal governments:

Lake County has seven federally-recognized Native American tribes within its borders; six of those provide some housing to tribal members either on trust land or fee simple properties. These units are provided either free or at deep rental subsidy. Although homelessness among tribal members exists, Lake County has no data on numbers. But the tribes do receive annually funding formula allocations through the federal Native American Housing Assistance and Self-Determination Act (NAHASDA), and these funds can be used to address tribal homelessness problems. Additionally, at least two local tribal governments have accessed Homekey funding through the CA Department of Housing and Community Development (HCD) to develop housing for homeless tribal members and other Native Americans in the county.

### Other State, Federal Agencies:

Federal and state programs can fill local needs unmet because of the local economy. Lake County utilizes federal funding for HUD Section 8 and HUD-VASH (Veterans Affairs Supportive Housing) vouchers to provide monthly rent subsidies to qualified households, although both programs are limited in capacity and cannot meet local demand. The county Social Services Department can also assist households in emergency situations with temporary housing assistance using these outside funds.

### Nonprofits:

Local governments look to the nonprofit community to provide projects and programs the governments cannot provide because of limited staffing and funds. Another huge advantage in California is that nonprofit housing developers are generally exempt from the Article 34 referendum requirements. Article 34 was a 1950 voter-approved California constitutional amendment that states that no local government may "develop, construct or acquire" any "low-rent" housing "unless approved by a majority of qualified electors of the city, town or county" at the ballot box. By utilizing nonprofits as affordable housing developers, local governments can work towards meeting their state-mandated housing unit development goals without the trouble, and often impossible, task of convincing the local voters that housing is necessary, even when it's for the chronically homeless mentally ill targeted by the NPLH program. Luckily for Lake County, the Rural Communities Housing Development Corporation (RCHDC), based in nearby Mendocino County, is a very experienced affordable housing developer with several Lake County projects in its extensive portfolio. The County of Lake has selected RCHDC to develop its first supportive housing project; almost half of the units will be funded through its No Place Like Home allocation for residency by chronically homeless mentally ill individuals and their families. The other units will be occupied by developmentally disabled adults.

### Hospitals and Health Care Facilities:

Health facilities, particularly hospital emergency rooms, are often the first access point for the mentally ill homeless who otherwise are unwilling to utilize other available programs and interventions. The county's two critical access hospitals and its healthcare partners, known as the <a href="Lake County Collaborative of Health and Community-Based Organizations">Lake County Collaborative of Health and Community-Based Organizations</a>, also do a great job with their required health needs assessments. Data produced can then be used by other providers to develop goals and strategies for their own programs. On July 1, 2019 a new California law regulating homeless patient discharges will turn hospitals into local housing partners. The following are the key provisions:

- 1) The law requires general acute care hospitals, acute psychiatric hospitals and special hospitals to "include a written homeless patient discharge planning policy and process within the hospital discharge policy."
- 2) Hospitals must also log all homeless patient discharges and offer patients a meal, clothing, necessary medications and transportation upon discharge. In addition, local governments may pass ordinances for stricter requirements on discharges.
- 3) The law seeks to prevent improper discharges sometimes referred to as patient dumping in which homeless patients are sent to shelters that cannot take them in or are left to recover on the streets.
- 4) The legislation does not outline specific penalties for hospitals that fail to follow these protocols, but facilities could face consequences from the California Department of Public Health and the federal government.

### Faith-Based Organizations:

Until two years ago thanks to HHAP Round 1, Lake County had no open, year-round homeless shelters. The special needs shelter programs are listed later in this plan. But for three years prior to that, the local ministerial association established a warming center during the coldest part of winter, providing a hot meal and warm bed to those who otherwise would be sleeping in the cold. The warming center was operated out of a local church in Lakeport. This same group established a mobile shower program to serve areas frequented by the homeless, including churches that regularly distribute food bags to those who need them.

### Current housing projects and programs addressing homelessness

The following nonprofit housing projects and programs, while not permanent supportive housing except for NCO's <u>New Digs</u> Program and RCHDC's Pallesen Place, provide shelter with services to some of the county's most vulnerable homeless:

Rural Communities Housing Development Corporation, Ukiah

Bevins Court Apartments, Lakeport

10 1-bedroom subsidized rental units for low-income persons with mental illness

Pallesen Place supportive housing project, Nice

20 1 and 2-bedroom subsidized rental units for the chronically homeless mentally ill;

19 1 and 2-bedroom subsidized rental units for disabled households.

### Adventist Health Clearlake

Restoration House/Project Restoration, Clearlake

10-bed transitional housing respite facility for high-risk individuals

### Lake Ministerial Association

Hope Harbor Warming Center, Lakeport (church facility)

24 beds, December-February only; dinner plus to-go breakfast and bus tickets

### Lake Family Resource Center

Rape, trafficking and domestic violence emergency shelter, Kelseyville 38 beds for adults, adults with children

**Domestic Violence Housing First** 

Victims are stabilized with housing then provided additional supportive services

### Transitional Housing Program

Financial and supportive services to domestic violence, sexual assault, dating violence, and/or stalking victims for up to 12 months

Lake Community Pride Foundation

The Safe House, Clearlake 6-bed homeless youth emergency shelter

### Redwood Community Services

The NEST (Nurturing, Education & Skills Training), Lower Lake 13-bed pregnant and parenting teen homeless shelter

Tule House

Residential rehabilitative facility for individuals recovering from drugs or alcohol abuse

### Hope Rising

Hope Center

21-bed transitional housing and navigation program for homeless persons

### North Coast Opportunities

New Digs Rapid Rehousing Program

Move-in costs, monthly subsidies, direct client assistance and referral

In addition, the County of Lake is currently operating Xamitin Haven, a 24/7 homeless shelter located at the county's former Juvenile Facility. Located north of Lakeport, the shelter can accommodate up to 33 individuals. At least 3 beds are reserved for qualifying homeless youth.

Housing programs in the planning stages include a supportive housing program in Lakeport for the formerly incarcerated. Additional funding is currently being sought. Partners include Rural Communities Housing Development of Ukiah and the Lake County Probation Department.

Please also see the earlier discussion on the CoC's plans for homeless encampments resolution.

### **Homelessness Action Plan Goals and Strategies**

Programs such as No Place Like Home that provide qualifying individuals and/or families with the rights of tenancy in a long term housing unit of their own are referred to as Housing First or Permanent Supportive Housing (PSH). The tenants are free to stay as long as they want if they are able to fulfill the terms of their lease. The program includes supportive services that are voluntary and typically offered on site. This is a "housing first" approach which delineates itself from other programs that offer support services but do not offer housing. A housing first approach is defined as "an approach that centers on providing homeless people with housing quickly and then providing services as needed."

The greatest challenge to a "housing first" approach is the lack of available supportive housing units. In Lake County, RCHDC's 10-unit apartment project in Lakeport for persons with mental health issues had been the closest, and only, project considered a supportive housing project. But as earlier discussed, the county's commitment of NPLH and HHAP funding towards the newly-constructed Pallesen Place, a 40-unit supportive housing project in Nice is now providing 20 units for the formerly chronically homeless mentally ill.

The adopted 2020-2027 Housing Elements for the county and two cities all contain goals and strategies to address homelessness and the need for additional affordable housing. This plan's outreach process also identified several goals and strategies to provide housing in particular to the chronically homeless mentally ill. The following consolidates those ideas.

### Goals:

- To better identify and quantify all segments of the homeless population (veterans, unaccompanied and parenting youth, individuals, including youth, who identify as LGBTQ+, domestic violence victims, etc.);
- To provide cultural and age-appropriate, effective and coordinated services to each identified group;
- To develop partnerships with affordable housing developers and service providers experienced in supportive housing for the targeted clientele;
- To dedicate Lake County and CoC resources in support of service to ending homelessness in the county, particularly for the chronically homeless; and
- To make homelessness in Lake County rare, brief and one-time.

### Strategies:

- Expand the CoC's role to include service as a Housing Task Force.
- Through the CoC, conduct regular and improved HUD-mandated Point-in-Time counts that thoroughly assess all homeless needs through extensive, bilingual English/Spanish outreach to all population segments, particularly those suspected of being undercounted due to location, language, age, fear of law enforcement or domestic violence, immigration status or identification as LGBTQ+.
- Conduct specific studies to definitively quantify the local number of homeless and atrisk of homeless special needs populations (i.e. veterans, LGBTQ+ adults and youth,
  domestic violence and trafficking victims, migrant workers, households with minor
  children including parenting youth, unaccompanied youth, the disabled and Native
  Americans not enrolled with a local tribe).

- Fully launch and implement the county's Coordinated Entry System to reduce service gaps and facilitate client access, particularly for special needs groups such as youth and non-English speaking households.
- Continue to require and improve the quality of use of its Homelessness Management Information System (HMIS) for all funded programs.
- Support the development of housing projects and programs that adopt the Housing
  First model and remove access barriers for special needs groups, particularly the
  chronically homeless and those exiting institutional settings or the foster care
  system.
- Support projects that meet all required federal, state and local habitability standards related to safety, sanitation, and privacy and have the highest likelihood of tenant access to and use of appropriate supportive services.
- Solicit and incorporate the input of the homeless and formerly homeless, including youth, especially in the design of programs and projects.
- Prioritize projects competing for finite funds by:
  - 1) their assistance to people with the most urgent and severe needs;
  - 2) developer's capacity to own and operate a permanent supportive housing project for the targeted tenants;
  - 3) the feasibility of the proposed supportive services plan, including coordination with the county and its partners (including CoC membership); and
  - 4) the developer proposes a financially feasible project with reasonable development and sustainable management costs.
- Assist as requested with the development of smaller board and care homes for specific target populations.

### **Homelessness Solutions**

The CoC's 2020 Strategic Plan listed the following priorities:

- Establishment of a family-oriented emergency shelter;
- Establishment of additional supportive housing for unaccompanied and parenting youth;
- Increasing available rental assistance for homeless and at-risk families and individuals;
- Improving culturally and age-appropriate outreach and services/programs for all population segments;
- Further developing local capacity for housing programs' and projects' development and management.

Its 2021 Gaps Analysis also identified local capacity development as a pressing need.

Lake County Behavioral Health Services' Mental Health Services Act current housing plan documents the need for supportive housing for the mentally ill, including those who are chronically homeless. The following project types are examples of common permanent supportive housing models. They are not listed in any preferential order:

- Multifamily housing project with on-site supportive services
- Multifamily housing project with off-site services within walking distance (less than 1 mile)
- Single-room occupancy (SRO) units with on or off-site services
- Shared housing, scattered site; services off-site with transportation if necessary
- Cooperative or limited-equity housing with rental subsidy; services on or off-site
- Co-housing project; services on or off-site
- Mobile home park with individual household units; on or off-site services
- Privately-operated board and care homes with transportation to service providers
- Residential second units on private properties; services off-site

In 2024 the CoC updated its Strategic Plan. Along with the continuing priorities listed above, the following ones were added:

- Strengthening the CoC's governance structure to improve performance and increase capacity
- Increase CoC membership, particularly to ensure diversity, equity and inclusion of all community segments
- Expand affordable housing opportunities, including eviction and foreclosure programs

### Lake County, California





About Lake County Map, California: The map showing the county boundary, county seat, major cities, highways, wa neighbouring counties.

### **Most Viewed Links**

•	USA Time Zones Map	USA Region Map •	USA Road Map
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# HUD 2024 Continuum of Care Homeless Assistance Programs Homeless Populations and Subpopulations

Important Notes About This Data: This report is based on point-in-time information provided to HUD by Continuums of Care (CoCs) as part of their CoC Program application process, per the Notice of Funding Availability (NOF4) for the Fiscal Year 2024 Continuum of Care Program Competition. CoCs are required to provide an unduplicated count of homeless persons according to HUD standards (explained in HUD's annual HIC and PIT count notice and HUD's Point-in-Time Count Methodology Guide https://www.hudexchange.injo/hdx/guidexpit-hlc/). HUD has conducted up thas not independently verified all of the information submitted by each CoC. The reader is therefore cautioned that since compliance with these standards may vary, the reliability and consistency of the homeless counts may also vary among CoCs. Additionally, a shift in the methodology a CoC uses to count the homeless may cause a change in homeless counts between reporting periods.

### CA-529 Lake County CoC

### Point-in Time Date: 1/25/2024

### Summary by household type reported:

Summary by nousenoid type reported:	<u> </u>	Sheltered		
	Emergency Shelter	Transitional Housing*	Unsheltered	Total
Households without children¹	39	48	354	441
Households with at least one adult and one child2	20	ĸ	15	38
Households with only children <sup>3</sup>	0	0	1	1
Total Homeless Households	59	51	370	480
Summary of persons in each household type:				
Persons in households without children'	40	57	371	468
Persons Age 18 to 24	4	4	22	30
Persons Age 25 to 34	2	9	56	64
Persons Age 35 to 44	5	15	116	136
Persons Age 45 to 54	~	6	82	66
Persons Age 55 to 64	12	19	99	76
Persons Over Age 64	6	4	29	42
Persons in households with at least one adult and one child2	63	6	63	135
Children Under Age 18	29	5	31	65
Persons Age 18 to 24	4	1	9	=
Persons Age 25 to 34	6	1	9	16
Persons Age 35 to 44	==	2	∞	21
Persons Age 45 to 54	4	0	7	==
Persons Age 55 to 64	9	0	_	7
Persons Over Age 64	0	0	4	4
Persons in households with only children <sup>3</sup>	0	0	1	1
Total Homeless Persons	103	99	435	604

Monday, December 9, 2024

<sup>\*</sup> Safe Haven programs are included in the Transitional Housing category.

This entegory includes single adults, adult coupless with no children, and groups of adults.
This category includes breaken best with one adult and at teast one child under age 18. including under an expension includes present such are age 18, including children in one-child busesholds adolescent and their children, adolescent siblings, or other household configurations composed only of children.



# HUD 2024 Continuum of Care Homeless Assistance Programs Homeless Populations and Subpopulations

Important Notes About This Data: This report is based on point-in-time information provided to HUD by Continuums of Care (CoCs) as part of their CoC Program application process, per the Notice of Funding Availability (NOF4) for the Fiscal Year 2024 Continuum of Care Program Competition. CoCs are required to provide an unduplicated count of homeless persons according to HUD standards (explained in HUD's annual HIC and PIT count notice and HUD's Point-in-Time Count Methodology Guide https://www.hudexchange.injo/hdx/guidexpit-hlc/). HUD has conducted up thas not independently verified all of the information submitted by each CoC. The reader is therefore cautioned that since compliance with these standards may vary, the reliability and consistency of the homeless counts may also vary among CoCs. Additionally, a shift in the methodology a CoC uses to count the homeless may cause a change in homeless counts between reporting periods.

## Demographic summary by ethnicity and race:

Demographic summary by ethnicity and race:	IS	Sheltered		
	Emergency Shelter	Transitional Housing*	Unsheltered	Total
American Indian, Alaska Native, or Indigenous	9	26	81	113
Asian or Asian American	0	0	0	0
Black, African American, or African	3	2	14	19
Hispanic/Latina/e/o Only	1	3	36	40
Middle Eastern or North African	0	0	0	0
Native Hawaiian or Other Pacific Islander	2	0	3	5
White	64	29	264	357
Hispanic and One or More Race	20	9	18	44
Non-Hispanic and Multiple Race	7	0	19	26
Total	103	99	435	604
Demographic summary by gender:				
Culturally Specific Identity (e.g., Two-Spirit)	0	1	0	1
Man (Boy if child)	42	38	279	359
Non-Binary	0	0	2	2
Questioning	0	0	0	0
Transgender	0	0	0	0
Woman (Girl if child)	09	27	151	238
Different Identity	1	0	0	-
More Than One Gender	0	0	3	3
Total	103	99	435	604

Monday, December 9, 2024

<sup>\*</sup> Safe Haven programs are included in the Transitional Housing category.

This entegory includes single adults, adult coupless with no children, and groups of adults.
This category includes breaken best with one adult and at teast one child under age 18. including under an expension includes present such are age 18, including children in one-child busesholds adolescent and their children, adolescent siblings, or other household configurations composed only of children.



# HUD 2024 Continuum of Care Homeless Assistance Programs Homeless Populations and Subpopulations

Important Notes About This Data: This report is based on point-in-time information provided to HUD by Continuums of Care (CoCs) as part of their CoC Program application process, per the Notice of Funding Availability (NOF4) for the Fiscal Year 2024 Continuum of Care Program Competition. CoCs are required to provide an unduplicated count of homeless persons according to HUD standards (explained in HUD's annual HIC and PIT count notice and HUD's Point-in-Time Count Methodology Guide https://www.hudexchange.injo/hdx/guidexpit-hlc/). HUD has conducted up thas not independently verified all of the information submitted by each CoC. The reader is therefore cautioned that since compliance with these standards may vary, the reliability and consistency of the homeless counts may also vary among CoCs. Additionally, a shift in the methodology a CoC uses to count the homeless may cause a change in homeless counts between reporting periods.

## Summary of chronically homeless households by household type reported:

	She	Sheltered		
	Emergency Shelter	Transitional Housing*	Unsheltered	Total
Chronically Homeless households with at least one adult and one child2	0	0	3	3
Summary of chronically homeless persons in each household type:				
Chronically Homeless persons in households without children1	26	0	121	147
Chronically Homeless persons in households with at least one adult and one child2	0	0	22	22
Chronically Homeless persons in households with only children3	0	0	0	0
Total Chronically Homeless Persons	26	0	143	169
Summary of all other populations reported:				
Severely Mentally III	25	12	99	103
Chronic Substance Abuse	16	18	48	82
Veterans	5	1	14	20
HIV/AIDS	1	0	0	1
Victims of Domestic Violence	9	4	19	29
Unaccompanied Youth	3	4	20	27
Unaccompanied Youth Under 18	0	0	_	1
Unaccompanied Youth 18-24	ю	4	19	26
Parenting Youth	0	1	0	-1
Parenting Youth Under 18	0	0	0	0
Parenting Youth 18-24	0	1	0	1
Children of Parenting Youth Under 18	0	0	0	0
Children of Parenting Youth 18-24	0	2	0	2

<sup>\*</sup> Safe Haven programs are included in the Transitional Housing category.

Monday, December 9, 2024

This entegory includes single adults, adult coupless with no children, and groups of adults.
This category includes breaken best with one adult and at teast one child under age 18. including under an expension includes present such are age 18, including children in one-child busesholds adolescent and their children, adolescent siblings, or other household configurations composed only of children.

### **County of Lake HHAP-6 Budget**

**BUDGET TOTALS** 

HHAP-5 allocation: \$661,475.53 (min. 10% youth setaside required in budget)

HHAP-6 allocation: \$689,218.45 (min. 10% youth setaside required in budget)

Based on last year's submitted budget and recent preliminary discussions with Lake County LCBHS staff, the following is presented for the Board of Supervisors' discussion.

HHAP-5 budget items		HHAP-6 proposed budget
Rapid Rehousing	\$0	
Prevention & Shelter Diversion	\$0	
Delivery of Permanent Housing &	š.	
Innovative Housing Solutions	\$0	
Operating Subsidies –		
Permanent Housing	\$0	
Operating Subsidies –		
Interim Sheltering	\$0	
Interim Sheltering	\$583,858.00	
Youth setaside (\$63,462.7	72)	
Improvements to Existing		
Emergency Shelter	\$0	
Street Outreach	\$0	
Services Coordination	\$0	
Systems Support	\$0	
HMIS (1% allowed)	\$ 6,346.00	\$ 6,892.00
Administrative Costs (7%)	\$ 44,423.17	<u>\$48,245.00</u>

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

\$634,627.17

### MEMORANDUM OF UNDERSTANDING Between the County of Lake and the Lake County Continuum of Care

This memorandum is entered into for the purpose of coordinating the efforts within Lake County towards the alleviation and prevention of homelessness with the County of Lake, specifically as discussed within the Regionally Coordinated Homelessness Action Plan as developed and approved by both the County of Lake and the Lake County Continuum of Care.

### **RECITALS**

WHEREAS, County is a political subdivision of State of California; and

**WHEREAS**, CoC 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); and

**WHEREAS**, County of CoC desire to outline the roles, responsibilities and actions of each party to alleviate and prevent homelessness in Lake County;

**NOW, THEREFORE**, the parties hereby agree as follows:

To specifically commit to the roles, responsibilities and actions summarized below and detailed within the referenced <u>Regionally Coordinated</u> <u>Homelessness Action Plan</u> (Action Plan) and submitted HHAP-6 applications.

- The County of Lake will continue to coordinate the availability of public land and its use towards the development of interim and permanent housing. It further will continue, with the CoC, to conduct outreach, coordinate and deliver services, and connect individuals and their families who are experiencing homelessness or are at risk of homelessness with all available resources as identified in the <a href="Action Plan">Action Plan</a> and the HHAP-6 applications.
- The County and CoC respectively commit to the applications' specified actions to meet and improve the system performance measures for the HHAP-6 fundings uses.
- The County and CoC commit to the key actions as specified in their applications and <u>Action Plan</u> to ensure racial and gender equity and affirm equitable access to those overrepresented among residents experiencing homelessness.
- The County and CoC remain committed to the specified actions to reduce homelessness among individuals exiting institutional settings such as the county's two hospitals, the County jail, contracted behavioral health facilities and the foster care system.

- The County and CoC will continue its commitments in employing Housing First core principles in the utilization of funding awarded through local, state and federal programs to end homelessness.
- The County and CoC respectively commit to their roles and responsibilities to connect individuals to all eligible wrap-around services available from federal, state and local benefit programs.

County of Lake Chair	Lake County Continuum of Care
Board of Supervisors Date:	Date:
APPROVED AS TO FORM:	ATTEST:

This Agreement is made and entered into by and between the County of Lake, hereinafter referred to as "County," and North Coast Opportunities, Inc., hereinafter referred to as "Contractor," collectively referred to as the "parties."

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

WHEREAS, LCBHS has issued a Request for Proposals to secure the services for Rapid Rehousing; and

WHEREAS, Contractor, a nonprofit organization has responded to that Request for Proposals, is well-qualified to provide the services necessary for Rapid Rehousing; and

WHEREAS, after a formal selection process, LCCoC and LCBHS recommend the selection of Contractor to provide the above-described services.

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

- 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to County the services described in the "Scope of Services" attached hereto and incorporated herein as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibits A/B/C/D, the Agreement shall prevail.
- 2. TERM. This Agreement shall commence immediately after an applicant has been given a letter of intention, and shall terminate on June 30, 2027, 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 Five Hundred Twenty-Seven Thousand, Six Hundred Twenty-Five Dollars and Ninety-Six Cents. (\$527,625.96).

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

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

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

Upon 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 North Coast Opportunities, Inc.

Lake County Behavioral Health Services 413 North State Street PO Box 1024 Ukiah, CA 95482

6302 Thirteenth Avenue Lucerne, CA 95458-1024

Attn: Elise Jones Attn: Daniel McIntire
Behavioral Health Services Director Chief Executive Officer

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

Exhibit A - Scope of Services

Exhibit B - Fiscal Provisions

Exhibit C - Compliance Provisions

Exhibit D - Business Associate - Qualified Service Organization Agreement

 $\label{eq:exhibit} \ E \ - \ Description \ of \ that \ portion \ of \ property \ to \ be \ used \ as \ the \ temporary \ emergency \ housing \ hub$ 

Exhibit F - Definitions

- 8. TERMS AND CONDITIONS. Contractor warrants and agrees that it shall comply with all terms and conditions of this Agreement including Exhibit A, Exhibit B, and Exhibit C, titled, "Compliance Provisions," Exhibit D, titled, "Business Associate Qualified Service Organization Agreement," and Exhibit E, titled, "Description of that portion of property to be used as the temporary emergency housing hub," and Exhibit F, titled, "Definitions" attached hereto and incorporated herein in addition to all other applicable federal, state and local laws, regulations and policies and all standards stated in federal, state and local Notice of Available Funding, Notice of Funding Opportunity and Request for Proposals.
- 9. INTEGRATION. This Agreement, including attachments, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior Agreements, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

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

COUNTY OF LAKE	North Coast Opportunities, Inc.
Chair	Daniel McIntire
Board of Supervisors	Chief Executive Officer
Date:	Date:
APPROVED AS TO FORM:	ATTEST:
ANITA L. GRANT	SUSAN PARKER
County Counsel	Clerk to the Board of Supervisors
By:	By:
Date:	Date:

### 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 Contractor will provide a safe place for persons in Transitional Housing guided by California COVID-19 prevention and containment protocols for temporary shelters as long as the public health emergency is active. This shall include, but is not limited to, spatially distant sleeping accommodations, meal preparations, connections to medically indicated services and supplies including testing. All CDC guidelines will be followed in the provision of these services to ensure the facility remains infection free. If isolation is needed, protocol will be followed and Contractor will operate in close consultation with Lake County Public Health.
- 1.4 Contractor shall prioritize assistance to homeless individuals and families over assistance to individuals and families at risk of homelessness.
- 1.5 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 Continuum of Care (LCCoC) is included on flyers, handouts, and any advertising materials for any projects or events that the LCCoC contributes to via funding from this Agreement.
- 1.8 Contract will notify the County about any change that may affect Contractor's eligibility and ability to provide services including, but not limited to, changes in licensing, certification, ownership and address.
- 1.9 Facility Maintenance Responsibilities. Contractor shall be responsible for routine maintenance at the facility and general upkeep. Contractor shall be responsible for basic lawn maintenance. Contractor shall not use facility and/or the facility grounds for any purpose not related to the provision of services as described herein.
- 1.10 Cost of Utilities. The cost of utilities, water, sewer, and electricity shall be paid by Contractor.
- .11 Damages. Any damages to the facility or the facility grounds shall be promptly reported by Contractor to the LCBHS. The cost of repairs for any damages to the facility or the facility grounds resulting from or related to the Contract's use of the property shall be the responsibility of the Contractor.
- 1.12 Alterations. No alterations shall be made to the facility or grounds of the facility by Contractor unless written permission is obtained and received in advance from the County.
- 1.13 Injury/Harm to Persons. In addition to taking any and all necessary and advisable measures to ensure the care and safety of all persons at the facility located at 1111 Whalen Way, including but not limited to emergency/medical personnel and/or the Lake County Sheriff as applicable, the Contractor shall ensure that any injury or harm to Contractor's staff and/or to any persons staying at the facility at 1111 Whalen Way is reported to Lake County Behavioral Health Services as soon as practically possible.

### 2. DESCRIPTION OF SERVICES.

2.1 Contractor will obtain a dedicated eight (8) bed affordable Master Leased Medium Term Transitional Housing Center to clients of Elijah House COVID-19 Emergency Shelter that will meet all standard for the CESH 2019 regulations.

- 2.2 Provide Housing Navigator though Elijah House COVID-19 Emergency Shelter will determine Transitional Housing entry based upon applications and Coordinated Entry, when established.
- 2.3 Provide employment for one part time on-site case manager. This case manager will provide clients with training including but not limited to: independent living, personal finances, health care navigation, help with medication, resume writing, job search assistance and other services. Case manager will assist client's transition from emergency shelter to the transitional housing facility.
- 3. PERFORMANCE MEASURES. Contractor agrees to hit expected performance measures.
- 3.1 Compliance with reporting requirements including as follows:

Expenditure Reports and Submission of monthly Financial Statements
Homeless Management Information System data requirements
Coordinated Entry System requirements
Reporting on numbers served, including duplicated and unduplicated, as well as age, gender/sex, race, and ethnicity as requested.

3.2 Meeting expected targeted numbers as follows:

40 persons expected to serve with the proposed funding

18 persons served through Street Outreach

25 homeless persons exiting the program or project to permanent housing

5 one-time assistances to prevent homelessness, by payment of rental arrears, rental application fee, security deposit, or other

200 emergency motel/shelter stay

4 months estimated total time in project before entry into permanent housing

5 people estimated to return to homelessness

20 households expected to increase monthly income

100% of the people participating in the project will be counted in the Housing Inventory County (HIC)

95% anticipated percentage of unduplicated person in HMIS

5% maximum errors in HIMS and CES.

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

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

### Timely data entry:

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

### Accurate and Complete Data:

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).

Reflect a 95% or higher data completeness and quality result at all times.

### Data Collection Methodology:

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, living situation and destination, health and disability, income and requires Coordinated Entry (CES) assessments.

System Performance Data Collection requirements of all fields in HMIS Enrollment entry and exits are complete with required data. Provider makes every attempt at gathering the required data and only allows for a 5% error rate of all required data.

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.

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

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

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)

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.

- 4.2 Contractor agrees to keep records by using the Coordinated Entry Systems (CES). 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 CES policy.
- 4.3 Contractor agrees to provide County with Quarterly Reporting as required by State or Federal agencies for compliance with this Agreement.
- 4.4 All Expenditure reports shall contain a detailed report which must include at a minimum:

### 4.5 Monthly CoC Coordination Meetings

Contractor shall participate in monthly meetings with the Lake County Continuum of Care (LCCoC) to ensure timely and accurate data entry in HMIS and CES, discuss project performance, and support coordination with the CES operator (Lake County Community HUB).

### 4.6 CES Operator MOU

Contractor shall maintain an active Memorandum of Understanding (MOU) with the Lake County Community HUB, the designated CES operator, to coordinate referrals and case conferencing as required by LCCoC policy.

### 4.7 Equity and Accessibility

Contractor shall incorporate culturally responsive practices and strategies to reduce barriers for underserved populations and address racial and systemic inequities in access to housing services.

### 4.8 Quarterly Reporting

Contractor shall submit quarterly reports detailing HMIS data entries, expenditures to date, and a summary of program activities to Lake County Behavioral Health Services, as the Administrative Entity for the LCCoC.

### 4.9 Required Policies

Contractor shall maintain and provide upon request the following policies: Security and

Privacy Policy, Code of Conduct, and Grievance Policy. These shall be accessible to staff and participants, in accordance with HHAP and HHIP requirements.

- 1) The Contractor's program or project selection process performed in collaboration with LCCOC.
  - 2) The Amounts awarded to the activities identified.
  - 3) Projected performance measures;
  - 4) Contract expenditures, including an itemized breakdown for each fiscal year of this agreement until all funds awarded to contractor have been expended;
  - 5) Monthly financial report on expenditures will be turned in with monthly invoice;
  - 6) Progress on the following performance measures and others established by the Contractor and described in this Exhibit to evaluate success in implementing eligible activities listed below:
    - a) The number of homeless persons served.
    - b) The number of unsheltered homeless persons served, and the average length of time spent as homeless before entry into the program or project;
    - c) The number of homeless persons exiting the program or project to permanent housing.
    - d) The number of persons that return to homelessness after exiting the program or project.
- 4.5 Contractor shall participate in monthly meetings with the Lake County Continuum of Care (LCCoC) to ensure that all data required under this Agreement, including Homeless Management Information System (HMIS) and Coordinated Entry System (CES) data, is being entered timely and accurately. Participation in these meetings is a condition of continued compliance with the reporting requirements of this Agreement.

### 5. RECORDS RETENTION.

5.1 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.

- 5.2 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.
- 6. 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.
- 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 Written Dollar Amount (\$527,625.96) from the lake County Continuum of Care Rapid Rehousing grant, as administered by the County, has been allocated for Rapid Rehousing Services, and for which North Coast Opportunities 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 Eighty Three Thousand Thirty Four Dollars (\$83,034.00) to the Contractor, which represents 40% of the total funding of this agreement.
- 4.2 Contractor may request an additional disbursement of up to 40% of total awarded Grant funds at one time. After initial disbursement, Contractor must demonstrate prior to each subsequent disbursement request, using the forms provided by HCD, that at least 80% of Grant funds previously disbursed have been expended by Contractor pursuant to the terms of this agreement.
- 4.3 Contractor shall make a good faith effort to minimize the number of disbursement requests by anticipating and requesting funds in advance.
- 4.4 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.

### Copy of Budget

#### YEAR 1 BUDGET NARRATIVE

Year 1 costs total \$261,829.18, as detailed below.

PERSONNEL SALARIES: \$92,144.00 Position, Computation, Cost

Project Director: To Be Hired (15% FTE x salary of\$99,840 = \$14,976) Program Manager: Breanna Ramirez (30% FTE x salary of\$76,960 = \$23,088) Case Manager: To

Be Hired (50% FTE x salary of \$54,080 = \$27,040)

Case Manager: To Be Hired (50% FTE x salary of \$54,080 = \$27,040)

The Project Director will provide oversight and guidance far the project and will supervise the Project Manager.

The Project Manager will provide guidance, project development, and grant administration; supervise Care Managers; and monitor service delivery, as well as ensuring accurate and timely reporting and participating in Continuum of Care meetings. The Case Managers will provide direct intensive care management and will also work with partners to identify and access community resources; will conduct landlord and innkeeper outreach and develop an incentive structure to maintain strong relationships with landlords and innkeepers.

**FRINGE BENEFITS: \$29,486.08** 

**Computation and Cost** 

32% fringe benefit rate x \$92,144 = \$29,486.08

Fringe benefits are calculated at 32% and include retirement, FICA-A and B, unemployment, worker compensation, and health insurance.

TRAVEL COSTS: \$3,570

Item, Computation, Cost

Mileage reimbursement (425 miles/month@ \$0.70/mile=\$3,570)

Mileage reimbursement will cover costs of staff travel to meetings, participant locations, landlord locations, community outreach, etc. Costs are calculated at the IRS rate for 2025 and estimated at 425 miles/month.

OPERATING EXPENSES COSTS: \$6,740

Item, Computation, Cost

Office occupancy ( $$370/month \times 12 \text{ months} = $4,400$ ) Office supplies( $$50/month \times 12 \text{ months} = $600$ )

IT services (\$100/month x 12 months = \$1,200) Zoom Phone License (2@ \$250 each = \$500)

Office occupancy includes rent, maintenance, insurance, utilities, janitorial services, etc. and are calculated at \$370/month (2 offices for Case Managers at \$185/month each)

Office supplies include paper, toner, and other supplies necessary to operate the project at \$50/month.

IT services will cover costs of technology maintenance and services for each Case Manager and are calculated at \$50/month per Case Manager.

Zoom Phone License will cover the cost of a secure phone service for each Case Manager and is calculated at \$250.00 each annually.

DIRECT SERVICE (RAPID REHOUSING) COSTS: \$108,050.00

Item, Computation, Cost

Interim emergency housing assistance (140 nights x \$145/night = \$20,300) Rent assistance, averaging 4 months/family (15 individuals or families x \$4,800 = \$72,000) Move-in assistance (5 individuals or families x \$3,000/family = \$15,000) Utility deposits/payments (5 individuals or families x \$150/family = \$750) Interim housing assistance will provide up to 140 nights of occupancy atan average cost of \$145/night, for a total of \$20,300. When no appropriate emergency shelter is available for a household we serve, the proposed funding will enable NCO to provide emergency housing through motel vouchers when rental housing cannot be secured in a timely manner. Housing families in motels allows Case Managers to work with these clients on the stabilization process so that they can successfully retain a housing placement when it becomes available for them.

Rent assistance will support an estimated 15 families, at an average cost of \$4,800. Note that NCO provides rental assistance on a sliding scale, with the program paying full rental costs for the first month and increasing the client share by 20% for each subsequent month for up to four months.

Move-in assistance may include security deposits, first month rent, application fees, moving expenses, etc. \$15,000 is budgeted to serve an estimated 5 households@ \$3,000 per family/individual.

Utility deposits and utility payments averaging \$150 per family for 5 families (\$750 total).

INDIRECTCOSTS: \$21,839.10
Indirect Rate, Computation, Cost
9.1% of total direct costs (9.1% x total direct costs of \$239,990.08 = \$21,839.10)

YEAR 2 BUDGET NARRATIVE

Year 2 costs total \$265,796.75, as detailed below.

PERSONNEL SALARIES: 94,908.32 Position, Computation, Cost

Project Director: To Be Hired (15% FTE x salary of \$102,835.20 = \$15,425.28) Project Manager: Breanna Ramirez (30% FTE x salary of \$79,268.80 = \$23,780.64) Case Manager: To Be Hired (50% FTE x salary of \$55,702.40 = \$27,851.20)

Case Manager: To Be Hired (50% FTE x salary of \$55,702.40 = \$27,851.20) Note that Year 2 salaries include a 3% annual increase for each position.

The Project Director will provide oversight and guidance for the project and will supervise the Project Manager.

The Project Manager will provide guidance, project development, and grant administration; supervise Care Managers; and monitor service delivery, as well as ensuring accurate and timely reporting and participating in Continuum of Care meetings.

The Case Managers will provide direct intensive care management and will also work with partners to identify and access community resources; will conduct landlord and innkeeper outreach and develop an incentive structure to maintain strong relationships with landlords and innkeepers.

FRINGE BENEFITS: \$30,370.66

Computation, Cost

32% fringe benefit rate x \$94,908.32 = \$30,370.66

Fringe benefits are calculated at 32% and include retirement, FICA-A and B, unemployment, worker compensation, and health insurance.

TRAVEL COSTS: \$3,557.74 Item, Computation, Cost

Mileage reimbursement (425 miles/month at \$0.70/mile = \$3,557.74) Note that total travel costs were adjusted to balance the budget.

Mileage reimbursement will cover costs of staff travel to meetings, participant locations, landlord locations, community outreach, etc. Costs are calculated at the IRS rate for 2025 and estimated at 425 miles/month. Note that total travel costs were adjusted to balance the budget.

OPERATING EXPENSES COSTS: \$6,740

Item, Computation, Cost

Office occupancy ( $\$370/month \times 12 months = \$4,400$ ) Office supplies ( $\$50/month \times 12 months = \$600$ )

IT services ( $$100/month \times 12 months = $1,200$ ) Zoom Phone License (2@ \$250 each = \$500)

Office occupancy includes rent, maintenance, insurance, utilities, janitorial services, etc. and are calculated at \$370/month (2 offices for Case Managers at \$185/month each) Office supplies include paper, toner, and other supplies necessary to operate the project at \$50/month.

IT services will cover costs of technology maintenance and services for each Case Manager and are calculated at \$50/month per Case Manager.

Zoom Phone License will cover the cost of a secure phone service for each Case Manager and is calculated at \$250.00 each annually.

DIRECT SERVICE (RAPID REHOUSING) COSTS: \$108,050.00

Item, Computation, Cost

1nterim emergency housing assistance (140 nights x \$145/night = \$20,300)

Rent assistance, averaging 4 months/family (15 individuals or families x \$4,800 = \$72,000) Move-in assistance (5 individuals or families x \$3,000/family = \$15,000) Utility deposits/payments (5 individuals or families x \$150/family = \$750) Interim housing assistance will provide up to 140 nights of occupancy at an average cost of \$145/night, for a total of \$20,300. When no appropriate emergency shelter is available for a household we serve, the proposed funding will enable NCO to provide emergency housing through motel vouchers when rental housing cannot be secured in a timely manner. Housing families in motels allows Case Managers to work with these clients on the stabilization process so that they can successfully retain a housing placement when it becomes available for them.

Rent assistance will support an estimated 15 families, at an average cost of \$4,800. Note that NCO provides rental assistance on a sliding scale, with the program paying full rental costs for the first month and increasing the client share by 20% for each subsequent month for up to four months.

Move-in assistance may include security deposits, first month rent, application fees, moving expenses, etc. \$15,000 is budgeted to serve an estimated 5 households@ \$3,000 per family/individual.

Utility deposits and utility payments averaging \$150 per family for 5 families (\$750 total).

INDIRECT COSTS: \$22,170.03

Indirect Rate, Computation, Cost

9.1% of total direct costs (9.1% x total direct costs of \$243,626.72 = \$22,170.03)

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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;
- 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.)
- 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.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

#### 9. INSURANCE.

- 9.1 Contractor shall procure and maintain Workers' Compensation Insurance for all of its employees.
- 9.2 Contractor shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.
- 9.3 Contractor shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence.

- 9.4 Contractor shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to County certificates of insurance naming the County of Lake as additional insured. Contractor agrees to provide to County, at least 30 days prior to expiration date, a new certificate of insurance.
- 9.5 In case of any subcontract, Contractor shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors shall provide certificates of insurance naming the County of Lake as additional insured and shall submit new certificates of insurance at least 30 days prior to expiration date. Contractor shall not allow any subcontractor to commence work until the required insurances have been obtained.
- 9.6 For any claims related to the work performed under this Agreement, the Contractor's insurance coverage shall be primary insurance as to the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- 9.7 The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

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

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

- 9.8 Insurance coverage required of Contractor under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.
- 9.9 Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude County from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.
- 9.10 Any failure of Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

- 10. ATTORNEY'S FEES AND COSTS. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such part may be entitled.
- 11. ASSIGNMENT. Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of County except that claims for money due or to become due Contractor from County under this Agreement may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to County. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.
- 12. PAYROLL TAXES AND DEDUCTIONS. Contractor shall promptly forward payroll taxes, insurances and contributions to designated governmental agencies.
- 13. 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.)

- 14. OWNERSHIP OF DOCUMENTS. All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Contractor hereunder are the property of County.
- 15. SEVERABILITY. If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.
- 16. 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.

- 17. 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.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. UNUSUAL OCCURRENCE REPORTING. Contractor is required to have procedures for reporting unusual occurrences relating to health and safety issues. Contractor shall report to County any unusual events, accidents, or injuries requiring medical treatment for clients, staff, or members of the community. An unusual occurrence shall be reported to the County in writing (or electronic mail) as soon as possible but no later than three (3) working days of the Contractor's knowledge of the event. An unusual occurrence is subject to investigation by Lake County Behavioral Health Services; and upon a request, a copy of the County's investigation shall be made available to the State Department of Behavioral Health, which may subsequently conduct its own investigation.
- 22. 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 July 1, 2026 (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.

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).

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.

Permissible Use and Disclosure of Protected Health Information. Business Associate may use and disclose PHI to carry out is 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 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.

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.

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.

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

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.

Agreements by Third Parties. Business Associate shall enter into an agreement with any agent or subcontractor of Business Associate that will have access to PHI. Pursuant to such agreement, the agent or subcontractor shall agree to be bound by the same restrictions, terms, and conditions that apply to Business Associate under this Agreement with respect to such PHI.

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.

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.

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.

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.

Electronic PHI. To the extent that Business Associate creates, receives, maintains or transmits electronic PHI on behalf of Covered Entity, Business Associate shall:

Comply with 45 C.F.R. §§164.308, 301, 312, and 316 in the same manner as such sections apply to Covered Entity, pursuant to Section 13401(a) of HITECH, and otherwise implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI;

Ensure that any agent to whom Business Associate provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect it; and

Report to Covered Entity any security incident of which Business Associate becomes aware.

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.

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.

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.

Effect of Termination of Relationship. Upon the termination of the Relationship or this Agreement for any reason, Business Associate shall return to Covered Entity or, at Covered Entity's direction, destroy all PHI received from Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system, unless said information has been de- identified and is no longer PHI. This provision shall apply to PHI that is in the possession of Business Associates or agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Agreement, even after termination of the Relationship or the Agreement, until such time as all PHI has been returned, de-identified or otherwise destroyed as provided in this Section.

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.

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.

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.

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.

Third Party Rights. The terms of this Agreement do not grant any rights to any parties other than Business Associate and Covered Entity.

Independent Contractor Status. For the purposed of this Agreement, Business Associate is an independent contractor of Covered Entity, and shall not be considered an agent of Covered Entity.

Changes in the Law. The parties shall amend this Agreement to conform to any new or revised legislation, rules and regulations to which Covered Entity is subject now or In the future including, without limitation, HIPAA, HITECH, the Privacy Standards, Security Standards or Transactions Standards.

IN WITNESS WHEREOF, each Party hereby executes this Agreement as of the Effective Date	
North Coast Opportunities	Lake County Behavioral Health Services
Ву:	By:
Name: Daniel McIntire	Name: Elise Jones
Title: CFO	Title: Director

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 had previously 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 had responded to that Request for Proposals and was selected ass well-qualified to provide the services necessary to assist individuals by way of street outreach and prevention services; and

WHEREAS, LCBHS contractracted with Contractor to provide the above described services, which officially ended October, 2024, however, Contractor has been functioning in that role since.

**NOW, THEREFORE,** based on the forgoing recitals, the parties hereto agree renew and continue the previous agreement as follows:

- 1. <u>SERVICES</u>. 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. <u>TERM</u>. This Agreement shall commence on June 1, 2025, and shall terminate on October 31, 2026, unless earlier terminated as hereinafter provided. In the event County desires to temporarily continue services after the expiration of this Agreement, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.
- 3. <u>COMPENSATION</u>. Contractor has been selected by County to provide the services described hereunder in Exhibit A, titled, "Scope of Services." Compensation to Contractor shall not exceed One Hundred and Eighty Four Thousand (\$184,000.00).

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.

**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.

- **MODIFICATION.** This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Contractor and County executed by the Lake County Behavioral Health Services Director.
- 6. NOTICES. All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with the United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

County of Lake Lake County Behavioral Health Services PO Box 1024 6302 Thirteenth Avenue Lucerne, CA 95458-1024

Attn: Elise Jones Behavioral Health Services Director Adventist Health Clear Lake 15630 18th Avenue

Clearlake, CA 95422 Attn: Ronnie Duncan

**LCSW** 

Manager of Care Management Community Health Department

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

**8.** <u>TERMS AND CONDITIONS</u>. 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.

**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.

ADVENTIST HEALTH CLEAR LAKE HOSPTIAL, INC.

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

	•Jeff Mock
Chair	Jeff Mock
Board of Supervisors	Treasurer
Date:	Date:06/11/2025
APPROVED AS TO FORM:	ATTEST:
LLOYD GUINTIVANO	SUSAN PARKER
County Counsel  Digitally signed by Lings C. Guittheno Dis conclude C. Guittheno Discounty Lines on confliction of the County	Clerk to the Board of Supervisors
By:	By:
Date: April 11, 2025	Date

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COUNTY OF LAKE

#### 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 1810.435, 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 regard 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.

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- 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 regard 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.

### 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.

<u>SOFTWARE UTILIZATION AND REPORTING REQUIREMENTS</u>. Contractor agrees to utilize the three types of software (Healthbridge.care, Community Health Record, and Apricot (Bonterra)) and to provide County with any reports created from that software 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, Bonterra 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 the 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, Participant Intake, Entry and Exit from Program, and require 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. <u>Data Collection Methodology:</u>
  - 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. <u>User Training</u>: 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. <u>Required Quarterly Reporting</u>: 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. <u>Homeless Count Participation</u>: 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.
- 3.5 All Expenditure reports 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 people served.
    - b) The number of referrals administered
    - c) The number of homeless people served.
    - d) The number of unsheltered homeless people 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 is 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:
  - 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 providing 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 capacity to serve the referrals. Results are then tracked and measured to gauge the effectiveness of the entire process.
  - 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 with 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 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 multiservice 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 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.

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#### **EXHIBIT B – FISCAL PROVISIONS**

1. <u>CONTRACTOR'S FINANCIAL RECORDS</u>. 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 <a href="https://filetransfer.co.lake.ca.us/filedrop/BHFiscalInvoicing">https://filetransfer.co.lake.ca.us/filedrop/BHFiscalInvoicing</a>
- 2.3 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.
- 2.4 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.
- 2.5 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.

- 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.
- **PAYMENT TERMS.** The LCCOC has determined that One Hundred and Eighty Four Thousand Dollars (\$184,000.00) 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 disbursement of One Hundred and Eighty Four Thousand (\$184,000.00) to the Contractor.
- 4.2 Grant funds which have not been expended by the Expenditure Deadline must be returned to County with accrued interest.

//

#### **EXHIBIT C – COMPLIANCE PROVISIONS**

- 1. <u>INFORMATION INTEGRITY AND SECURITY</u>. 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.
- NON-DISCRIMINATION. During the performance of this Agreement, Contractor shall not deny the 2. 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. The 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;
  - 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 and Executive Order 11738).
- 5. <u>INDEMNIFICATION AND HOLD HARMLESS</u>. 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. <u>INTEREST OF CONTRACTOR</u>. 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.** <u>DUE PERFORMANCE DEFAULT</u>. 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 the 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 report (i.e. the time to cure) then such party shall be in default. The time period for corrective action of the party in default may be extended in writing executed by both parties, which must include the reason(s) for the extension and the date the extension expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

### 9. INSURANCE.

- 9.1 Contractor 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 the 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 insurance has 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 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.
- 9.12 Self Insurance. Notwithstanding anything to the contrary, County acknowledges that Adventist Health Clearlake Hospital, Inc's participation in Adventist Health's programs of self-insurance are deemed to satisfy all insurance requirements as specified above

- **10.** <u>ATTORNEY'S FEES AND COSTS</u>. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such part may be entitled.
- 11. <u>ASSIGNMENT</u>. 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.
- **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.
- **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. <u>JURISDICTION AND VENUE</u>. 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. <u>NO THIRD-PARTY BENEFICIARIES</u>. 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.** <u>UNUSUAL OCCURRENCE REPORTING</u>. Contractor is required to have procedures for reporting unusual occurrences relating to health and safety issues. Contractor shall report to County any unusual events, accidents, or injuries requiring medical treatment for clients, staff, or members of the community. An unusual occurrence shall be reported to the County in writing (or electronic mail) as soon as possible but no later than three (3) working days of the Contractor's knowledge of the event. An unusual occurrence is subject to investigation by Lake County Behavioral Health Services; and upon a request, a copy of the County's investigation shall be made available to the State Department of Behavioral Health, which may subsequently conduct its own investigation.
- **21. OVERSIGHT.** Lake County Behavioral Health Services 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(c)(3) and CCR, Title 9, Section 1810.380 and 1810.385.



### **LAKE COUNTY REQUEST FOR PROPOSALS**

July 7, 2025

#### **ANNOUNCEMENT**

The Lake County Continuum of Care (LCCoC) and Lake County Behavioral Health Services (LCBHS) are pleased to announce the availability of up to \$400,000 through the Encampment Resolution Funding program to provide safe parking at accessible location(s) for persons experiencing homelessness for up to June 30, 2027.

The deadline for applications is August 18, 2025, by 11:59 PM.

#### **Non-discrimination Statement:**

The sponsor will not deny the benefits of this grant from or discriminate against any person based on 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 ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. The sponsor 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 seg.), 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. Sponsor 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. Sponsor 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., tit. 2, §11105.)

Local Scoring Rubric Criteria can be found on the Lake County Continuum of Care website: Scoring Rubric | Lccoc (lakecoc.org)



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#### **Lake County Continuum of Care Engagement Statement**

Our mission is to align programs and resources to facilitate solutions to end homelessness in our community. Through cross-sectional partnerships and shared resources, our team of dedicated organizations and individuals have a bold goal—to end homelessness in Lake County



#### 1. Project Overview

#### **REQUEST FOR PROPOSALS**

<u>Current Need:</u> Homeless encampments in communities are a visible consequence of insufficient affordable housing, inadequate shelter capacity, and the criminalization of homelessness. These encampments often form when individuals lack access to safe, stable housing and viable alternatives, leading them to congregate in public spaces. However, though meaning well, encampments can pose risks to both the residents and the surrounding community due to unsanitary conditions, the spread of disease, and potential for violence. Encampments also tax community public safety resources through law enforcement sweeps can be costly and ineffective in the long run, while failing to address the underlying causes of homelessness. These sweeps can be traumatizing and disruptive, further undermining individuals' well-being and their ability to secure housing.

It has been recognized that safe parking programs offer a designated, supervised area where individuals experiencing homelessness can park their vehicles overnight, providing a sense of safety and access to essential services. The LCCoC, including those with lived experience, has determined, safe parking addresses homelessness by offering a transitional space and connecting individuals with resources to help them move into more stable housing while mitigating encampments around Lake County through this alternative.

<u>Funding:</u> The Encampment Resolution Funding (ERF), as part of the State of California's homelessness initiatives provided through the Department of Housing and Community Development (HCD), allocate funding to the California Counties and Continuums of Care for addressing homelessness to provide targeted resources to help people move from encampments into safe and stable housing. This funding supports local communities in developing and implementing projects that address the immediate needs of individuals living in encampments while also working towards long-term solutions like permanent housing.

The Lake County Continuum of Care has determined a sizeable portion of our allocation will be utilized to create safe parking locations, in partnership with the community. The purpose of this Request for Proposals is to secure a provider/partner in the administration of Safe Parking. Lake County Behavioral Health Services (LCBHS), as the Administrative Entity (AE) for the LCCoC, will receive applications, administer the awards, and be responsible for state reporting.

Local applicants must submit their proposals to Good Grants by 11:59 p.m. on August 18, 2025. Applications meeting the minimal qualifications will be asked to attend an interview on August 28, 2025, through TEAMS, and answer clarifying questions from the Grant Selection Committee, comprised of general members of the LCCoC. Funding recommendations shall be made by the Grant Selection Working Group, which will be forwarded to the LCCoC Executive Board for approval. Any remaining funds not requested shall be redistributed to the LCCoC to maximize Lake County's allocations.

The contract term will be through June 30, 2027, and is dependent upon state grant funding at this time.

- All proposals will be reviewed for compliance with the terms of this RFP and the parameters of
   <u>ERF</u> grant funding. Potential applicants are invited to attend a Question-and-Answer session on
   July 16, 2025, at 3 pm. Please seek technical assistance for potential proposals at the Q&A
   session.
- The applicant's proposal and interview are scored separately, but they make up the final score together. Both the Proposal and Interview require a score of 80% to be eligible for



#### 2. Eligible Subrecipients

ERF funds are distributed locally through the Lake County Continuum of Care (LCCoC), respectively, to subrecipients. The LCCoC strongly encourages first-time applicants, agencies serving underserved populations, and agencies serving special needs populations to apply for CoC funding. Scoring support documents are available on the LCCoC website: Scoring Rubric | Lccoc (lakecoc.org)

#### A subrecipient can include:

- a unit of local government including housing authority,
- a registered 501©3 non-profit organization,
- or a state or federally recognized tribal entity.

#### 3. Eligible Activities Details

The EFR funding is to be used for Safe Parking operation expenses. Funding will be used for reasonable costs, including components intended to provide immediate and temporary housing opportunities, as well as to support the transition of individuals experiencing homelessness to shelter and permanent, stable housing. Other costs associated with ongoing subsidies for safe parking, as described in the budget narrative, will also be covered.

The United States Department of Housing and Urban Development has broad guidelines for establishing safe parking. These guidelines provide temporary, stable solutions, encouraging residents to connect with essential services and resources that help them transition into housing. The Safe Parking Project Request for Proposal will include guidelines based on best practices and solid implementation of the program.

#### Program Purpose and Structure:

- a.) To provide an accessible and safe place for individuals and families to park.
- b.) b) Local requirements to ensure land use is permitted, which may include addressing environmental concerns.
- c.) Parking spaces have appropriate dimensions, access aisles, and other considerations of space for those with disabilities and/or families with children
- d.) Common areas are included

#### **Essential Services and Amenities**

- a.) Restroom and washing facilities
- b.) Water
- c.) Utilities
- d.) Laundry facilities
- e.) Safe space for pets
- f.) Food resources



#### g.) Trash collection

#### **Community Services Connections**

The Safe Parking Project provider shall offer community supports directly or through collaboration with a provider agency. Service supports will include:

- a.) Enhanced Case Management (ECM) client services
- b.) Healthcare
- c.) Housing navigation
- d.) Housing referrals to appropriate programs
- e.) Financial improvement services

#### **Program Management**

- a.) Safe location (fenced area preferred)
- b.) Security staff and monitoring
- c.) Provide clear rules and regulations for parking guests
- d.) Acquire proper insurance for land use
- e.) Manage hygiene, garbage disposal, and water contracts
- f.) HMIS data entry
- g.) CES/HUB Collaboration
- h.) County use permits

Subrecipients will also be expected to coordinate with community service providers to assist residents in accessing benefits, potential employment services, and improving their behavioral and physical health and wellness, ultimately leading to permanent housing. This will include, with LCCoC's assistance, formal Memoranda of Understanding (MOUs).

Applicants will describe a plan for how the proposed activities/services will promote the advancement of residents into permanent housing.

All applications must describe how the activities outlined are aligned with Housing First by reviewing the project using the <u>Housing First Assessment Tool</u>.

All activities must be conducted within the relevant LCCoC geographic area of Lake County.

#### 4. Requirements

The applicant will be responsible for obtaining proper insurance, fire, and city inspections (if applicable), and whatever other requirements for a particular placement are located.

Subrecipients MUST actively participate in the local Coordinated Entry System (CES) and Homeless Management Information System (HMIS).

**CES** is an essential process through which people experiencing or at risk of homelessness can access the crisis response system in a streamlined way, have their strengths and needs quickly assessed, and rapidly connect to appropriate, tailored housing and mainstream services within



the community or designated region.

**HMIS** is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families, as well as persons at risk of homelessness. Such software applications record and store client-level information on the characteristics and service needs of individuals experiencing homelessness. Each subrecipient MUST enter client data into HMIS.

#### Such data should include:

- a) The number of people served.
- b) The number of unsheltered homeless people served.
- c) The number of shelter beds.
- d) The average length of time spent homeless before entry into the program or project.
- e) The number of homeless people exiting the program or project to permanent housing.
- f) The number of people who return to homelessness after exiting the program or project.
- g) The number of households expected to increase their monthly income.
- h) The number of people receiving services during the annual Housing Inventory Count (HIC).
- i) The percentage of destination error rate in HMIS.
- j) The percentage of unduplicated persons in HMIS.

Training, ongoing technical assistance, and software licensing will be offered through the LCCoC.

#### **Quarterly Reports:**

Subrecipients will be required to submit quarterly reports to the LCCoC AE, including:

- Expenditures made within the quarter.
- Activities are done within the quarter.
- HMIS Client Data input within the quarter

LCCoC and the County may request additional information, as needed, to meet other applicable reporting or audit requirements.

LCCoC and the County will monitor the expenditures and activities of Subrecipients, as LCCoC and the County deem necessary, including conducting a review prior to the obligation of funds to ensure compliance with program requirements. As a result, LCCoC and County may stop payment or request repayment of funds from a Subrecipient or pursue any other remedies available to it by law for failure to comply with program requirements. After a contract has expired, any funds not expended for eligible activities shall revert and must be remitted back to LCCoC and County.

#### Additional requirements:

Develop partnerships with other community organizations and healthcare providers to implement a whole-systems care approach for residents, utilizing the Lake County Community HUB.

Ensure that the expenditure of funds is consistent with the requirements of the ERF grants.

Additionally, the standards of the following must be met: Recordkeeping and reporting requirements at 24 CFR 576.500(a); Affirmative Outreach at 24 CFR 576.407(b);



Communications at 24 CFR 8.6; Duplication of Benefits at Section III.F.10 of Notice CPD-21-08, 24 CFR 576.500(a), and 2 CFR 200.403; Confidentiality at 24 CFR 576.500(x); Equal Access at 24 CFR part 5, Subpart A; Prohibition against involuntary family separation 24 CFR 576.102(b), protections described in the Violence Against Women Act (WAWA) under 24 CFR Section 5, subpart L.

LCCoC and County to monitor the expenditures and activities of Subrecipients; therefore, subrecipients will make records available as well as allow for site inspections to ensure standards as outlined in 24 CFR 576.403(b) are being followed.

Applicant has a current Security and Privacy Policy and a Code of Conduct that has been made available to all staff. Applicant has a current Grievance Policy that has been made available to program participants and applicable staff.

Applicant has developed a housing assessment and housing stability plan for participants.

Become a member of the Lake County Continuum of Care.

Subrecipients must provide eligible activities in a manner consistent with the Housing First practices described in <u>California Code of Regulations</u>, title 25, section 8409, subdivision (b)(1)-(6). Subrecipients allocated funds for eligible activities that provide permanent housing shall incorporate the core components of Housing First, as provided in <u>Section 8255</u>, subdivision (b) of the Welfare and Institutions Code. Under the Housing First model, services are offered as needed and requested voluntarily, and this approach does not require housing to be contingent upon participation in services.

In many communities, homelessness is experienced disproportionately by race and other protected classes, including disability status. Additionally, the Centers for Disease Control and Prevention is also reporting disproportionate impacts by race and ethnicity for COVID-19 hospitalization and death, specifically Black, Indigenous, and Hispanic/Latinx persons. Therefore, it is essential to incorporate equity and accessibility considerations into proposed projects to address racial and systemic inequities and distribute resources equitably within the target population.

#### 5. Conflict of Interest

The Applicant must disclose, as part of the proposal, any possible conflicts of interest that may result from the award of the contract or the services provided under the Contract. The LCCoC Conflict of Interest policy can be found on the CoC website <u>HERE</u>.

Except as otherwise disclosed in the proposal, the Applicant affirms that to the best of its knowledge, there exists no actual or potential conflict between the Applicant, the Applicant's project manager(s), or its family's business or financial interests ("Interests") and the services provided under the Contract. In the event of any change in either Interests or the services provided under the Contract, the Applicant will inform LCCoC and County regarding possible conflict of interest, which may arise as a result of such change and agrees that all conflicts shall be resolved to the LCCoC and County's satisfaction or the Applicant may be disqualified from consideration under this RFP. **As used in this Section**,



#### "conflict of interest" shall include, but not be limited to, the following:

- Giving or offering a gratuity, kickback, money, gift, or anything of value to an LCCoC or County official, officer, or employee with the intent of receiving a contract from LCCoC or County favorable treatment under a contract.
- Having or acquiring at any point during the RFP process or the term of the Contract, any
  contractual, financial, business, or other interest, direct or indirect, that would conflict in
  any manner or degree with Applicant's performance of its duties and responsibilities to
  LCCoC and County under the Contract or otherwise create the appearance of
  impropriety concerning the award or performance of the Contract; or,
  Currently in possession of or accepting during the RFP process or the term of the Contract
  anything of value based on an understanding that the actions of the Applicant or its
  affiliates or Interests on behalf of LCCoC and County will be influenced.

#### 6. Application Proposal

The proposal must be submitted to the Good Grants platform and can be found <u>HERE</u>. The **Registration Process Instructions** can be found on the CoC website under <u>Funding Application</u>.

The application will consist of the following sections, with specific discussion prompts with a character cap on each discussion point:

- Project Information
  - Executive Summary
  - Project Need
- Project Action Plan
- Key Activities
- Equity
  - Data-Informed, Equitable Performance
- Staffing/Procedure
  - Evidence-Based Practices
  - Experience
  - Staffing
- Budget/Costs
  - Budget Narrative
  - Indirect Costs
  - Administrative Costs
- Appendix
  - Letter of Intent from the applicant governing/advisory board (Required)
  - Documentation of verifiable 501 ©3 nonprofit organization status, a local government, including a housing authority, or a state or federally recognized tribal entity. (*Required*)
  - Disclosure of all litigation and/or criminal investigation or proceedings involving the Applicant and any claim or allegations of fraud or breach of contract against Applicant by a governmental or public entity arising out of



- their business dealings with governmental or public entities. (Required)
- Signed LCCoC Conflict of Interest Policy. (Required)
- Financial statement of income, expenses, balance sheet, and cash flow.
   (Required)
- o Organizational chart and resume. (Required)
- Policy and Procedures related to Congregate Shelter, including Safety Protocols. (*Required*)
- o Budget Table. (Required)
- Housing First Assessment Tool. (Required)
- o ESG Emergency Shelter Checklist. (Required)
- o Past Performance report, summary, or measure.

#### The proposal shall include the **following as a minimum**:

1. Executive Summary: Provide an overview of the entire project design and scope of services, highlighting its key elements and essential project requirements. Include information on the population, barriers, and severity of need for the project. Include data elements of past or current performance, permanent housing exits to permanent housing, income, percentages on unduplicated persons served, duplication of benefits, and potential data errors. The summary should present the Service Provider's basic scope of services, objectives, and intended project outcomes through quantifiable goals. It should summarize how the proposal meets the RFP requirements, why the Service Provider is best qualified to perform the required work, and how the project will address the severity of needs and vulnerabilities experienced by the intended population.

Any first-time applicants will need to provide detailed planning on how they expect to meet project requirements and performance measures. Examples include, but are not limited to, documents with action plans, milestones, and the team members who will assist in successful execution.

Guidance for a detailed forecasted Action Plan for the new project can be found on the LCCoC website <u>Grant Selection Working Group | Lccoc (lakecoc.org)</u>, under the "Grant Selection Documents"

Executive Summary MUST describe how the activities outlined in the proposal provide immediate emergency assistance to people experiencing homelessness or at imminent risk of homelessness, and that those uses are aligned with California's Housing First policy.

2. Project Action Plan: A detailed description of the project showing which evidence-based action plan for the services, how the plan will be based upon, and the Service Provider's understanding of the project requirements and challenges. Give an overview of how the project will meet the expectations of the Housing First Assessment Tool requirements, and collaborate with the Lake County Community



HUB and Lake County Continuum of Care Coordinated Entry programs. Fill out the minimum core elements section of the Housing First. Applicant has developed writing policies and procedures for programs offered to persons experiencing or at risk of homelessness, which include client eligibility criteria and strategies to measure the project's successes objectively.

- 3. Key activities: Please describe key activities and how they align with Housing First and the project's expectations of meeting the requirements of Housing First. Include how services will assist persons experiencing homelessness or at imminent risk of homelessness, and that those uses are aligned with Housing First and will reduce the number of times those experiencing homelessness return to homelessness, and the average length of time in homelessness. Describe your intake process, how you will report on performance measures, and the process for using HMIS and CES. Include information on how your agency expects to use the Coordinated Entry System for Housing Problem Solving, referrals, and client case conferencing. Describe the process of providing services that lead to permanent housing.
- 4. Equity: Describe how the project's efforts will address inequities and promote culturally inclusive services, outreach action plan, accessibility, and anticipated barriers for the target population. Include any disproportionate local impacts of homelessness on underserved communities and how the project will provide culturally sensitive services, supporting evidence of the strategies' effectiveness, including data trends, policies, training, community engagement, and collaborative efforts with providers and community partners. Describe your organization's strategies to address inequities and processes to overcome barriers for the underserved populations to meet equitable outcomes, and your anticipated percentages for numbers served, including underrepresented populations.
- 5. <u>Performance Measures</u>: Describe in detail the performance measures targets. Give a numerical value to each performance measure. Additional performance measures may be added, but at a minimum, the following performance measures must be included:
  - a) Total number served and plan for meeting the total number served.
  - b) Total number of entries into the project through Street Outreach efforts (i.e., being an Access Point, participating in the PIT Count, transportation).
  - c) Total Households exit into permanent housing.
  - d) Total number of shelter beds.
  - e) Total length of time in the project before entry into a permanent housing program or project.
- f) Total number of persons returning to homelessness.
- g) Total number of households expected to increase their monthly income.
- h) Total percentage of the number of people participating in the annual Housing Inventory Count
- i) The anticipated percentage of unduplicated persons in HMIS.
- i) Total anticipated percentage of errors in HMIS and CES.
- 6. Evidence-Based Practices: Describe what evidence-based practices the project will use,



why they've been chosen for this project, and how their approach will meet the needs of the project. Include how the practices will be objectively measured to meet the benchmarks and goals of the project and how they align with the expectations of the project on addressing equity, Housing First requirements, and the project action plan for addressing homelessness.

- 7. <u>Experience</u>: Include all relevant experience your agency has with the proposed project. Include all relevant experience from the staff. If your organization is new, describe all key personnel and relevant experience.
- **8.** <u>Staffing</u>: Include a list of personnel who will be directly assigned and a description of their duties for this project. Please describe the required staff training and how it will address the needs of the intended population, including those who are underserved.
- **9.** <u>Budget & Budget Narrative</u>: The LCCoC or County asks applicants for a budget table with a narrative. The budget table displays the total costs for each budget category. The Grant Selection Scoring Group will accept a variety of budget formats. Scoring will be based on content. Financial summary disclosure of all funding sources related to this project is required.

<u>The Budget Table:</u> should lay out the expenses/capital over the period of the grant. The key categories include personnel, fringe benefits, travel, equipment, materials and supplies, contracts, construction, professional development, indirect costs, direct service costs, and administrative costs.

<u>The Budget Narrative</u>: This can be included in the budget table or as a supplemental document. The general requirements for the narrative are:

- The budget narrative must align with the grant specifications and legislation identified in the grant.
- The budget narrative should break down costs by each major category.
- Describe each line item in the budget table and show the calculations to derive the costs.
   The Current Unit cost or forecasted cost should be included.
- Expenses should be justified in the context of the proposal.
- Justify the use of consultants and subcontractors with milestone dates and deliverables as funds are spent.
- Explain how indirect costs were calculated.
- Each item must correlate to specific activities described in the body of the project.
- Provide budget drawdown plans, utilization rate, and matching funds, by category breakdown.
- Detail the various types of available housing together with anticipated spending changes.

<u>Indirect Costs</u>: are the costs necessary for the general operation of an organization to deliver its services or conduct its business. Indirect costs include rent, utilities, and overhead expenses. Other funding sources should also be identified, including volunteer hours or in-kind donations.

<u>Administrative Costs</u>: are those that support the entire organization and are often limited by statute. Examples of administrative costs include fiscal operations, executive salaries, and legal counsel.

Eligible applicants may submit more than one program/project for consideration. However, each program/project must be submitted with its proposal.

#### 7. Q and A session



Technical Assistance and questions regarding the grant and the application process will be addressed in a virtual Q&A Session on **July 16, 2025, at 3:00 P.M.** via Zoom:

#### Microsoft Teams Need help?

#### Join the meeting now

Meeting ID: 220 273 164 626

Passcode: 9xH2Jz27

#### 8. Application Deadline

Applications are due by email to scott.abbott@lakecountyca.gov no later than August 18, 2025, at 11:59 p.m. Proposals must be submitted through Good Grants. Applications are NOT to go directly to HCD. Proposals submitted to HCD or not completed by the deadline shall be disregarded.

#### 9. Grant Applicant Interview

Grant applicants will be scheduled for a brief **TEAMS** interview to answer clarifying questions about their proposals from members of the Grant Selection Scoring Group, as outlined in the Timeline of Activities in Section 9. The 30–45 minute interview process contributes to the total score for the applicant. Each applicant is allowed to have several staff members present. This will occur after the initial review of the proposals to ensure the application is in compliance with the RFP terms and conditions. Applicants will be contacted to schedule the time.

#### 10. Project Selection Process

#### **Selection of Proposals for Awards**

The project selection process shall avoid conflicts of interest and be easily accessible to the public. All relevant documents, including this one and the application pertaining to this funding opportunity, are available at www.lakecoc.org.

Following the Grant Application Interview, the Grant Selection Working Group will review all eligible applications and interviews. Scores will be added with a top score of 100 points. See <a href="Scoring Rubric | Lccoc (lakecoc.org)">Scoring Rubric | Lccoc (lakecoc.org)</a>. The subrecipient with the highest scores will be recommended to the LCCoC Executive Committee. The subrecipient must receive a minimum score of 75% to be eligible for recommendation to the LCCoC Executive Committee. Following a vote, the LCCoC Executive Committee will then authorize a letter of intent for funding for prevention and/or diversion projects.

#### **Application Notification**

Applicants shall be notified of the LCCoC Executive Committee's decisions via email within 48 hours after it has been presented to the Executive Committee, no later than **August 8**, **2025**. Applicants who were not selected shall also be notified via email. The representative listed as the main grant contact in the application shall be the person contacted.

#### **Appeals Process**



To appeal, an applicant must submit to LCCoC a written appeal that states all relevant facts, arguments, and evidence upon which the appeal is based. Furthermore, the applicant must provide a detailed reference to the area or areas of the application that provide clarification and substantiation for the basis of the appeal. No new or additional information will be accepted if this information would result in an advantage to an applicant. Once the written appeal is submitted to LCCoC, no further information or materials will be accepted or considered thereafter.

Appeals may be submitted by email to <a href="mailto:scott.abbott@lakecountyca.gov">scott.abbott@lakecountyca.gov</a>
Emails to the email address listed above will be accepted if the email time stamp is before the appeal deadline. The Appeal Deadline is <a href="mailto:August 18">August 18</a>, <a href="mailto:2025">2025</a>, at 11:59 PM p.m. Pacific Standard Time.

#### **Contracting Process**

Following the execution of the Letter of Intent, Lake County Behavioral Health Services will develop a contract on behalf of the County and the Lake County Continuum of Care, which County Counsel will review. See examples of past contracts here: <a href="CoC Contracts">CoC Contracts</a> | Lccoc (lakecoc.org)

Once the contractor has signed the contract, the contract will be scheduled for the Lake County Board of Supervisors for final execution, anticipated to be on **September 30**, **2025** 

#### 11. Timeline

Activity	Date & Time
Local NOFA Released	July 7, 2025
Good Grants Application Portal Opens	July 9, 2025
Q and A Zoom Meeting	July 16, 2025, at 3:00 pm
Submission Deadline	August 18, 2025, at 11:59 pm
Initial Review for Compliance	August 18, 2025
Applicant Interviews	August 28, 2025
Letter of Intent	September 5, 2025
Appeals Due	September 7, 2025, by 5:00 pm
Board of Supervisors Contract Approval	September 30, 2025
Deadline for funds to be expended	June 30, 2027



#### 12. Terms and Conditions

By your submission of a proposal, you agree to be bound by the requirements of this proposal and the following conditions:

- **12.1** To the best of Applicant's knowledge and belief, all information provided in the grant application is true and correct and all estimates are reasonable.
- 12.2 To the fullest extent allowed by law, RFPs will not be public record until discussion and negotiations with Respondent have been completed, as such premature disclosure would jeopardize the County's and the Respondent's negotiating interests. If any proposal contains trade secrets or other information that is confidential or proprietary by law, Respondent shall label all such pages with a stamped annotation such as: "CONFIDENTIAL-PROPRIETARY TRADE SECRETS, DO NOT DISCLOSE", and further, provide written notification to the County of its request to keep said information confidential. A Respondent's request for confidentiality must be made in writing and enclosed in the envelope containing the proposal. The proprietary or confidential data must be readily separable from the proposal to facilitate eventual public inspection of the non-confidential portion of the proposal.
- **12.3** The County reserves the right to cancel this RFP at any time, even after the opening of proposals.
- **12.4** County is not liable for any costs incurred by Proposer in the preparation, presentation or in any other aspect of the Proposal.

#### 12.5 <u>Disposition of Proposal(s) and Contract Award</u>:

- A. All proposals shall become the property of LCBHS.
- B. Failure to furnish all information requested in this RFP or to follow the proposal format may disqualify a proposal.
- C. County reserves the right to accept or reject all or any part of any proposal, waive immaterial defects, informalities, or irregularities, negotiate with all qualified Respondents, and award the contract to the firm or individuals, who, in the sole judgment of the County, best serves the interests of the County. The County may terminate negotiations if, in its opinion, they are unsuccessful and begin negotiations with other respondents.
- D. A response to this RFP is an offer to contract with the County based upon the terms, conditions, scope of work, and/or specifications contained herein. The county shall have no contractual or other obligation to a Respondent under any successfully negotiated contract until the contract has been approved and signed by both parties. The contents of the proposal submitted by the successful Respondent and this RFP will become part of any contract awarded.
- E. Issuance of this RFP in no way constitutes a commitment by the County to procure or contract for the articles of goods or services solicited.
- F. Proposers may be required before the award of any contract to show, to the complete satisfaction of the County, the necessary facilities, ability, obtaining the proper insurance, fire and city inspections (if applicable), and whatever other requirements for a particular placement is located, and financial resources to provide the services specified in a satisfactory manner.
- **12.6** Respondent 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 the person, including properties of County



and injury to or death of County officials, employees or agents, arising out of, or connected with the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this Request and any subsequent Contract, unless such damages, loss, injury or death is caused solely by the negligence of County.

- **12.7** <u>Default by Respondent:</u> In case of default by the successful Respondent, LCBHS may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Respondent, the difference between the price named in the Purchase Order, Contract, or Agreement with said Respondent and the County's subsequent cost to obtains substitute articles or services. Prices paid by the County must be considered the prevailing market price at the time of such purchase.
- **12.8** LCBHS reserves the right to amend, alter, or change the rules and conditions contained in this RFP prior to the deadline for submission and to request additional data after the deadline. If it becomes necessary to do so, addenda or supplements to the RFP will be issued and shall become a part of the RFP. The County is not responsible for any other explanation or interpretation. It is the responsibility of the Respondent to ensure that he/she has received all addendums and/or supplements prior to submitting a proposal.
- **12.9** It is the County's intent that this Request for Proposal (RFP) permits competition. It shall be the Respondent's responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the County not later than ten (10) days prior to the date set for acceptance of proposals.
- **12.10** Errors and Omissions: If prior to the date fixed for submission of proposals, a respondent discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP or any of its exhibits, it shall immediately notify the designated County contact of such error in writing and request modification or clarification. Modifications and clarifications will be made by written addenda and distributed to all parties who have been furnished or who have requested the RFP.
- **12.11** Security and Confidentiality: To preserve the integrity of the security and confidentiality measures integrated into County operations, any Respondent required to meet confidential County information in order to respond to this RFP and/or to perform the services solicited, may be required to sign, and submit a Confidentiality Statement. Successful Respondent's personnel and/or subcontractors, who may require periodic access to secured areas within the County, may be required to wear security identification badges. Badges will be issued to individuals only after the satisfactory completion of a background check. Any such confidentiality and/or security measures will be part of the contract.
- **12.12** <u>Insurance</u>: Successful Respondent agrees to comply with the County's standard insurance provisions.
- **12.13 Governing Laws**: The laws of the State of California will govern any purchase order entered between the County and the selected Respondent.
- **12.14** Each Respondent shall inform self of, and the successful Respondent awarded a contract shall comply with, State and local laws, statutes, regulations, ordinances, and generally accepted industry standards relative to the execution of the material supplied or work performed. This

requirement includes, but is not limited to, applicable regulations concerning employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and



similar subjects.

- **12.15** This RFP supersedes all proposals, oral and written, and all negotiations, conversations, or discussions heretofore and between the parties related to the subject matter.
- **12.16** Services are to be provided only to eligible Lake County residents at no cost during the grant period.



## Member



# Join our Team



### Save the Date!

Homelessness in Lake County:
A community conversation.
Presented by Lake County Continuum of Care.

Date:

Wednesday, September 24, 2025

Time:

5:30 p.m. - 7:30 p.m.

Location:

Soper Reese Community Theater