

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

This Agreement is made and entered into by and between the County of Lake, hereinafter referred to as “County,” and Sunrise Special Services Foundation hereinafter referred to as “Contractor,” collectively referred to as the “parties.”

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

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

WHEREAS, the LCCoC issued a Request for Proposals to secure services for operation of a temporary emergency warming shelter through the funding of the Homeless Housing, Assistance and Prevention (HHAP) Round 2 – County, and HHAP Round 3 - LCCoC; and

WHEREAS, Contractor, a nonprofit organization has responded to that Request for Proposals, is well-qualified to provide the services necessary to assist individuals by way of emergency shelter and supportive services; and

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

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

- 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to County the services described in the “**Scope of Services**” attached hereto and incorporated herein as **Exhibit A** at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and **Exhibits A/B/C/D**, the Agreement shall prevail.
- 2. TERM.** **This Agreement shall commence on January 1, 2023 and shall terminate on June 30, 2023, unless earlier terminated as hereinafter provided.** In the event County desires to temporarily continue services after the expiration of this Agreement, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.
- 3. COMPENSATION.** Contractor has been selected by County to provide the services described hereunder in **Exhibit A**, titled, “**Scope of Services.**” **Compensation to Contractor shall not exceed One Hundred Fifty-Three Thousand, Six Hundred Dollars (\$153,600.00).**

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

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

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

funds for the services provided under this Agreement, County may terminate this Agreement, without termination charge or other liability.

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

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

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

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

Sunrise Special Services Foundation
PO Box 479
Upper Lake, CA 95485

Attn: Annie Barnes
President, Board of Directors

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

- Exhibit A - Scope of Services
- Exhibit B - Fiscal Provisions
- Exhibit C - Compliance Provisions
- Exhibit D – Business Associate – Qualified Service Organization Agreement
- Exhibit E - Description of that portion of property to be used as the temporary emergency housing hub
- Exhibit F - Definitions

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

9. INTEGRATION. This Agreement, including attachments, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior Agreements,

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

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

SUNRISE SPECIAL SERVICES
FOUNDATION

Chair
Board of Supervisors

Annie Barnes
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel

ATTEST:
SUSAN PARKER
Clerk to the Board of Supervisors

By: _____

By: _____

Date: _____

Date: _____

//

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

EXHIBIT A – SCOPE OF SERVICES

1. CONTRACTOR’S RESPONSIBILITIES.

1.1 Contractor will provide a safe place for persons in a temporary emergency warming shelter, located in the former county juvenile hall at 1111 Whalen Way, Lakeport, CA 95453 through March 31st, 2023. These services are guided by Homeless Housing, Assistance and Prevention (HHAP) Grant Program as well as the Emergency Shelter, California Government Code 65583(4), and 24 CFR 576.403.

1.1 Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Lake and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.

1.2 Contractor agrees to extend to County, Lake County Continuum of Care (LCCOC), or their designee the right to review and monitor all records, programs or procedures at any time in regards to clients as well as the overall operation of Contractor’s programs in order to ensure compliance with the terms and conditions of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

2. COUNTY RESPONSIBILITIES

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

2.2 Maintenance, Repair, and Replacement. The County shall be responsible for all maintenance, repair, and, when applicable, the replacement of all infrastructure of the facility and the facility grounds on Whalen Way. This includes, but is not limited to, plumbing, electrical, and sewer. Grounds shall be maintained but not renovated or disturbed by Contractor only other than routine maintenance and weed control.

3. DESCRIPTION OF SERVICES.

3.1 Contractor will provide warming center operations and services from 5:00PM to 9:00AM daily during the winter months of January, February, and March. This includes 34 beds open to all races and genders.

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

- 3.2 Contractor will set aside 10% or 3-4 beds for youth under the age of 24.
- 3.3 Contractor will house men and women separately.
- 3.4 Registration and service coordination will begin at 4:00PM daily and will continue through the hours of operation.
- 3.5 Contractor will provide dinner, breakfast, a clean bed, hygiene facilities, and clothing.
- 3.6 Contractor will accept clients through the Coordinated Entry System and Housing First model.
- 3.7 Contractor will ensure equity in services to address the needs for Native Americans, Latinx, Black, elderly, youth, disabled, veterans, LGBTQ and other traditionally underserved populations in a culturally respectful manner.
- 3.8 Center management will include providing case management, housing navigation and social support to residents. This will include partnering with other service providers and referrals to necessary services including medical, mental health, substance use disorder, food banks, peer support centers, and obtaining benefits.

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

- 4.1 Compliance with reporting requirements including as follows:
- Expenditure Reports and Submission of monthly financial Statements
 - Homeless Management Information System data requirements
 - Coordinated Entry System requirements
 - Weekly reporting on numbers served, including duplicated and unduplicated, as well as age, gender/sex, and ethnicity.
- 4.2 Meeting expected targeted numbers as follows:
- 100 persons expected to serve with the proposed funding
 - 100 unsheltered homeless persons served
 - 34 shelter beds
 - 15 homeless persons exiting the program or project to permanent housing
 - 85 persons that return to homelessness after exiting the program or project
 - 20 households expected to increase monthly income
 - 20 PIT Count Participants
 - 20% of destination error rate in HMIS or for VSP's a Comparable Data Base

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

- 90% unduplicated persons in HMIS or for VSP's a Comparable Data Base
- Minimum of 8% of total funding will be spent on youth.

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

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

A. Timely data entry:

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

B. Accurate and Complete Data:

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

C. Data Collection Methodology:

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

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

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

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

- 1) California Department of Housing and Community Development (HCD) HHAP reporting for the program with a data range from the start of the fiscal year to the end of the required report period (cumulative)
- 2) Data will include fiscal as well as narrative on program progress

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

3) Included is a separate reporting of fiscal expenses for youth, minimum 10% of award total.

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

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

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

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

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

6. RECORDS RETENTION.

6.1 Contractor shall prepare, maintain and/or make available to County upon request, all records and documentation pertaining to this Agreement, including financial, statistical, property, recipient and service records and supporting documentation for a period of five (5) years from the date of final payment of this Agreement. If at the end of the retention period, there is ongoing litigation or an outstanding audit involving the records, Contractor shall retain the

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

records until resolution of litigation or audit. After the retention period has expired, Contractor assures that confidential records shall be shredded and disposed of appropriately.

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

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

//

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

EXHIBIT B – FISCAL PROVISIONS

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

2. **INVOICES.** Contractor shall invoice County for the remaining balance of contract following receipt of initial payment. Contractor’s invoices shall be submitted electronically by email to LCBHS_Fiscal@lakecountycga.gov.

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

3.1 Contractor warrants that it shall comply with all audit requirements established by County and will provide a copy of Contractor’s Annual Independent Audit Report, if applicable.

3.2 County 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 **One Hundred Fifty-Three Thousand, Six Hundred Dollars (\$153,600.00)** from the Homeless Housing Assistance and Prevention (HHAP) Round 2 grant, as administered by the County, has been allocated for individuals, including 10% for youth under age 24, for emergency shelter and housing navigation services, and for which Sunrise Special Services Foundation, has been awarded. The County will distribute the funding in accordance to the parameters set forth by the California Department of Housing and Community Development (HCD).

4.1 Following the full execution of contract, County will provide the funding of **One Hundred Fifty-Three Thousand, Six Hundred Dollars (\$153,600.00)**, divided over three months to Contractor in payments of \$51,200 upon invoice and a breakdown of expected expenses.

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

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.

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

5.1 Budget Table

| INDIRECT EXPENSES | |
|---|---------------------------|
| LINE ITEM | MONTHLY AMOUNT |
| Utilities | \$5,000.00 |
| Food | \$5,100.00 |
| Vehicle Fuel | \$1,000.00 |
| Vehicle Insurance | \$400.00 |
| Facility Insurance | \$1,000.00 |
| Supplies (business and cleaning) | \$1,000.00 |
| Property Clean Up, Fence Removal | \$5,000.00 |
| Reserve 10% | \$1,500.00 |
| Total Monthly Indirect Expenses | \$20,000.00 |
| | |
| DIRECT EXPENSES | |
| 1FTE Shelter Manager Staff | \$4,000.00 |
| 1FTE Shelter Line Staff (3-11pm shift) | \$3,000.00 |
| 1FTE Shelter Line Staff (11pm- 7am) | \$3,500.00 |
| 0.75 FTE Shelter Line Staff (7am- 12pm) | \$2,700.00 |
| 1FTE Housing Navigator | \$4,000.00 |
| 1FTE Case Manager | \$4,000.00 |
| 0.5 FTE Driver | \$2,000.00 |
| 0.5 FTE Chef | \$2,000.00 |
| HMIS Compliance Staff | \$500.00 |
| Fringe | \$5,500.00 |
| Total Monthly Direct Expenses | \$31,200.00 |
| | |
| TOTAL MONTHLY EXPENSES | \$51,200.00 |
| Total Expense for three (3) Months | \$153,600.00 |

/

/

/

/

/

/

/

/

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

EXHIBIT C – COMPLIANCE PROVISIONS

1. **INFORMATION INTEGRITY AND SECURITY.** Contractor shall immediately notify County of any known or suspected breach of personal, sensitive and confidential information related to Contractor’s work under this Agreement.

2. **NON-DISCRIMINATION.** During the performance of this Agreement, Contractor shall not deny the contract’s benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours’ notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., title. 2, §11105.)

3. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS.**
 - 3.1 The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - A. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

 - B. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and

D. Have not, within a three-year period preceding this Agreement, had one or more public transactions terminated for cause or default.

3.2 Contractor shall report immediately to County, in writing, any incidents of alleged fraud and/or abuse by either Contractor or Contractor’s subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.

4. **AGREEMENTS IN EXCESS OF \$100,000.** Contractor shall comply with all applicable orders or requirements issued under the following laws:

4.1 Clean Air Act, as amended (42 USC 1857).

4.2 Clean Water Act, as amended (33 USC 1368).

4.3 Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)

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

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

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

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

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

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

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

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

9. INSURANCE.

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

9.2 Contractor shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.

9.3 Contractor shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence.

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

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

9.6 For any claims related to the work performed under this Agreement, the Contractor's insurance coverage shall be primary insurance as to the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers,

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

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

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

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

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

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

9.9 Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude County from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

9.10 Any failure of Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

10. ATTORNEY'S FEES AND COSTS. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

11. ASSIGNMENT. Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of County except that claims for money due or to become due Contractor from County under this Agreement may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to County. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

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

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

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

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

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

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

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

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

17. JURISDICTION AND VENUE. This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.

18. RESIDENCY. All independent contractors providing services to County for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.

19. NO THIRD-PARTY BENEFICIARIES. Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

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

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

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

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

//

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

**EXHIBIT D - BUSINESS ASSOCIATE
AGREEMENT**

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

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

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

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

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

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

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

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

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

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

9. **Access to Information.** Within five (5) days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. § 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within two (2) days forward such request to Covered Entity.

10. **Availability of PHI for Amendment.** Within five (5) days of receipt of a request from Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. § 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within two (2) days forward such request to Covered Entity.

11. **Documentation of Disclosures.** Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

12. **Accounting of Disclosures.** Within five (5) days of notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, Business Associate shall make available to Covered Entity information to permit Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. § 164.528. In the case of an electronic health record maintained or hosted by Business Associate on behalf of Covered Entity, the accounting period shall be three (3) years and the accounting shall include disclosures for treatment, payment and healthcare operations, in accordance with the applicable effective date of Section 13402(a) of HITECH. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall within two (2) days forward such request

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

to Covered Entity.

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

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

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

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

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

other than Business Associate and Covered Entity.

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

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

Sunrise Special Services Foundation

Lake County Behavioral Health Service

By: _____

By: _____

Name: Annie Barnes

Name: Todd Metcalf, MPA

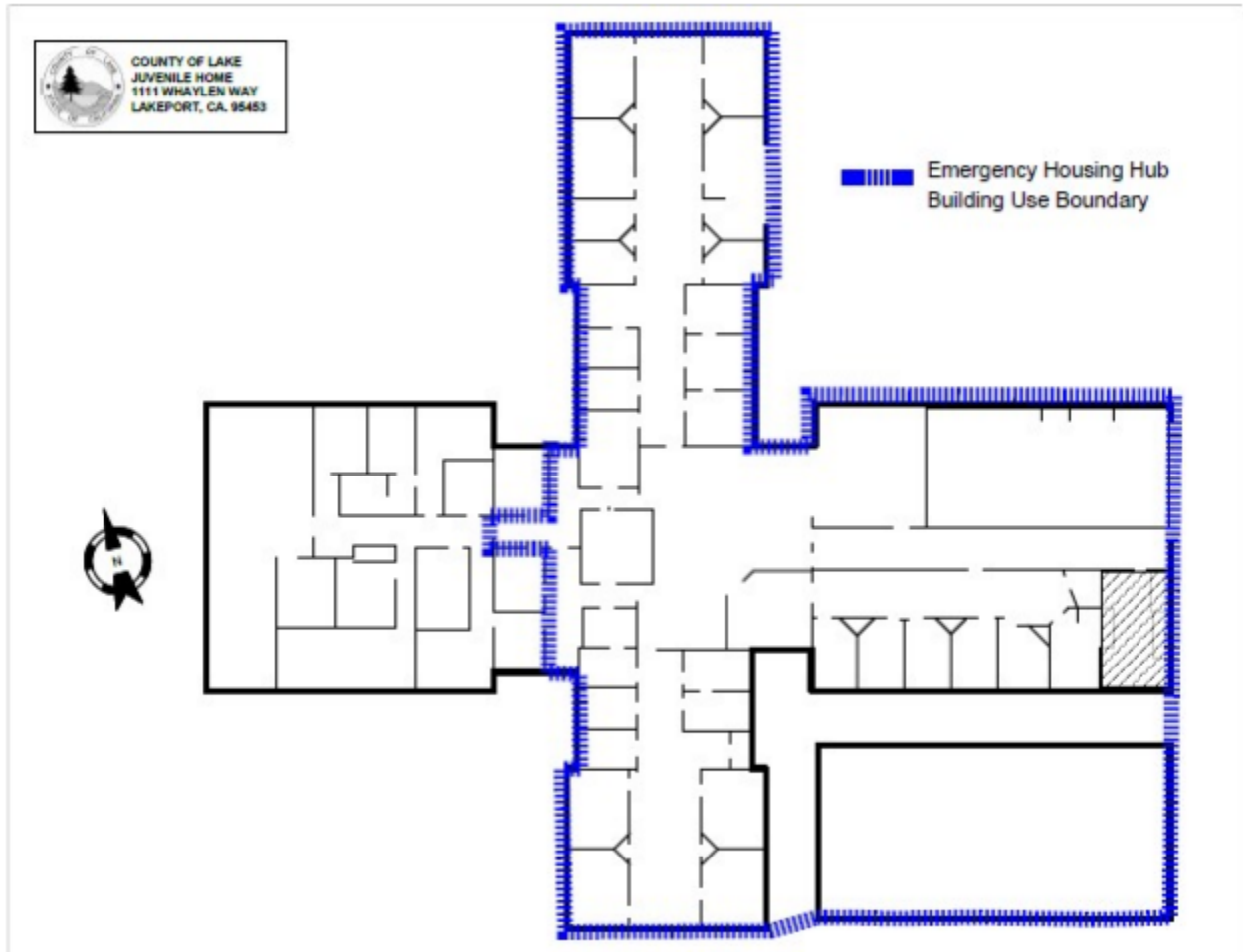
Title: Executive Director

Title: Behavioral Health Services Director

//

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

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



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

EXHIBIT F – DEFINITIONS

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

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

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

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

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

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

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

Youth – Age 24 or younger

//

CHECKLIST REQUIREMENTS DRAFT

- Section 1: Grant Application: **Yes**
 - Exhibit 1: Program Budget **Yes**
 - Exhibit 2: Match **NA**
 - Exhibit 3: **Service Goals See Pages 3, 4, 5, and 6**
 - Exhibit 4: Written Standards **Yes See Adult Shelter Summary Packet.**
 - Exhibit 5: Proof of 501(c)(3) federal tax-exempt status and current registration as a California non-profit, tax-exempt corporation **Yes**
 - Exhibit 6: Audited Financials **Yes Email from AHCL stating all CoC funded grants have turned in expenditure reports on time and are compliant.**
 - Exhibit 7: Most current financial statement **Yes**
 - Exhibit 8: Copies of last four Board of Director's meeting minutes with Board Member's Roster **Yes**
 - Exhibit 9: Copy of Organizations By-Laws and Copy of Organizations Articles of Incorporation **Yes**
 - Exhibit 10: Resolution of the Board of Directors authorizing an appropriate staff person to execute the ESG grant application, the agreement (if funded), ESG forms, payment requests and other documents as required by the County of Lake to implement the ESG-funded activity. **Yes**

- Section 2: ESG and CoC Compliance Documents:
 - Exhibit 11: Participation Status in Coordinated Assessment System **Participation requirement is stated in all RFP, CoC Contracts. Proposal states agreeing to all RPF terms including CES. See Page 1.**
 - Exhibit 12: Terms and Conditions per RFP. **Terms and Conditions are stated in all RFP, CoC Contracts. Proposal states agreeing to all RPF terms including CES. See Page 1.**
 - Exhibit 13: HUD Certifications **NA**
 - Exhibit 14: Affirmative Action Plan **Yes**

Section 3: Additional Requirements

Exhibit 15: County of Lake Specific Requirements/Forms

2022 EMERGENCY SOLUTIONS GRANT PROGRAM APPLICANT/ CHECKLIST

Instructions: *Please tab through the document to answer questions below or attach a separate document. All sections must be completed (or included in separate document).*

APPLICANT INFORMATION

| | | |
|------------------------|----------------------------------|--|
| Agency Name: | Click or tap here to enter text. | |
| Agency Address: | Click or tap here to enter text. | |
| Agency Type: | Choose an item. | Faith-Based: Choose an item. |
| EIN: | 94-3096395 | DUNS: HUD Requirement (No longer called DUNS) |
| CA Entity No.: | Click or tap here to enter text. | |

CONTACT INFORMATION FOR THIS APPLICATION

| | |
|-----------------|----------------------------------|
| Name: | Click or tap here to enter text. |
| Title: | Click or tap here to enter text. |
| Address: | Click or tap here to enter text. |
| Email: | Click or tap here to enter text. |
| Phone: | Click or tap here to enter text. |

CHIEF EXECUTIVE OFFICER CONTACT INFORMATION (CONTRACT SIGNER)

| | |
|-----------------|----------------------------------|
| Name: | Click or tap here to enter text. |
| Title: | Click or tap here to enter text. |
| Address: | Click or tap here to enter text. |
| Email: | Click or tap here to enter text. |
| Phone: | Click or tap here to enter text. |

Certifications Requirement or Agreements Add to RFP and or Contract?

The funded has acknowledged the following:

1. The funded Agency agrees that the application will become a public document. Add to RFP template
2. To the best of the funded Agency knowledge and belief, all information provided in the grant application is true and correct and all estimates are reasonable.
3. That the CoC or the Lead Agency may request or require changes in the information submitted which it deems reasonable for any and all information provided.
4. The Agency will cooperatively assist in the application, and performance review process signed agreement. Add to Performance Review Documents
5. The program is recommended and approved to operate by the local governing agency (State County or City).
6. The CoC also reserves the right to reduce and/or cancel allocation if federal entitlements are canceled, reduced, or rescinded Agreements.
7. The Agency agrees to abide by the federal regulations applicable to this program.
8. Services are to be provided only to eligible Lake County residents at no cost during the grant period.
11. The CoC or a designated lead agency may conduct an accounting system inspection to review internal controls, including procurement and uniform administrative procedures, prior to the issuance of payments for program expenditures.
12. The CoC may perform a review prior to the obligation of funds.
13. A written agreement will be required that includes, among other matters, a statement of work, records retention on and reporting, local and federal requirements, and circumstances that would trigger grant suspensions and terminations.
14. Program's funding does not guarantee its continuation in subsequent program years.
15. Proof of insurance (general comprehensive public liability insurance with a company licensed to do business in California, and in the aggregate naming its employees and agents as additional insured) will be submitted to the COC prior to receiving funds.
16. Written signature authority from the Agency's governing body indicating who can execute contracts and amendments on its behalf will be submitted to the County prior to receiving funds.

17 The Agency agrees to abide by the Coc Conflict of Interest Policy. Items of concern would include Board of Directors or staff members' families having a monetary interest in any contract made by the COC, and other matters that may give the appearance of a conflict of interest.

SECTION 2: MINIMUM THRESHOLD REQUIREMENTS

The applicant must meet each of the minimum threshold requirements listed in the table below.

| Yes, Meets Requirement | Threshold Requirement | Documentation to be provided with Application |
|----------------------------|---|---|
| x <input type="checkbox"/> | Agency must provide services in the County of Lake. | Bylaws, Written Standards |
| x <input type="checkbox"/> | Applicant must be a agency proposing to serve homeless or at- risk of homeless clients; or must be a nonprofit agency that has had non-profit status for at least three (2) full years. | Copy of current non-profit designation from the IRS (not applicable for government entities) |
| X | Applicant must be able to provide a copy of their Articles of Incorporation and By- Laws. | Provide copies of Agency Articles of Incorporation and By-Laws (not applicable for government entities) |
| | If more than \$750,000 in federal funds was expended in one year the agency must be able to provide a copy of the most recent A-133 audit. | A copy of the most recent Single Audit and all management letters is required. |
| <input type="checkbox"/> | The agency must be able to provide a copy of recent independent audit if it has expended \$100,000-\$749,999 in federal funds in one year. | A copy of the most recent audited financial statement, using guidelines reflected in the left column, and copies of any management letters. |
| | If less than \$100,000 in federal funds was expended, agency must be able to submit unaudited financial statements along with a written statement certifying that the agency did not receive more than \$100,000 in federal funds this past year. | A written letter certifying that the agency did not expend more than \$100,000 in federal funds, along with unaudited financial statement |

| Yes, Meets Requirement | Threshold Requirement | Documentation to be provided with Application |
|--------------------------|---|--|
| <input type="checkbox"/> | Non-profit agencies must be able to provide a current financial statement. | Current financial statement that includes income and expense statement, balance sheet and cash flow statements. |
| <input type="checkbox"/> | Non-profit agencies must demonstrate that the agency has an active independent Board of Directors that meets at least 4 times a year. | Provide dated copies of the last 4 Board of Director's meeting minutes, along with listing of name, title and contact information of all Board members. |
| <input type="checkbox"/> | In addition to items reflected above, faith-based organizations must have agreed to terms of CPD Notice 04-10 issued September 29, 2004, in order to be eligible for assistance. Applicants receiving ESG and other McKinney-Vento funding must utilize the Homeless Management Information System (HMIS) database. Domestic violence providers must enter client into the comparable database utilized by the CoC to ensure required data is gathered and reported to HUD. | A signed statement indicating that the faith-based organization has read and agrees with requirements of <i>CPD Notice 04-10, Section IV & VIII.</i> |
| | | Provide the name and telephone number of lead or most senior staff person with HMIS access in the space provided below. Yes |

SECTION 3: The following questions focus on specific areas of staff capacity of the funded Agency.

Please ensure that all questions are answered Required for moving into housing running a warming shelter

- | Yes | No | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Staff is trained concerning HUD's Lead Based-Paint regulations. |
| <input type="checkbox"/> | <input type="checkbox"/> | Your staff is trained on how to calculate and document Rent Reasonableness and Utility Allowances. |
| <input type="checkbox"/> | <input type="checkbox"/> | Your agency has a process in place for working with landlords that includes the execution of a written agreement or Memorandum of Understanding. |
| <input type="checkbox"/> | <input type="checkbox"/> | Your agency has developed written policies and procedures for programs offered to homeless or at-risk of homeless clients, that includes client eligibility criteria. |
| <input type="checkbox"/> | <input type="checkbox"/> | Your staff is trained on conducting habitability inspections in accordance with 24 CFR 576.403(c). |
| <input type="checkbox"/> | <input type="checkbox"/> | Your agency has a current Privacy Policy that has been made available to all staff. |
| <input type="checkbox"/> | <input type="checkbox"/> | Your agency has a current Code of Conduct that has been made available to all staff. |
| <input type="checkbox"/> | <input type="checkbox"/> | Your agency has a current Grievance Policy that has been made available to program participants and applicable staff. |
| <input type="checkbox"/> | <input type="checkbox"/> | Your agency has developed a housing assessment and housing plan for clients to ensure their long-term success. |

1A) HUD requires homeless participation in ESG decision making. Please indicate the way that your agency either currently complies, or plans to comply if funded:

- Option 1: Applicant involves homeless or formerly homeless individuals on the Board of Directors or other equivalent policymaking entity.
- Option 2: Applicant does not involve homeless or formerly homeless individuals on the Board of Directors or other equivalent policymaking entity. Describe how your agency will engage a homeless or formally homeless person within the organization:

APPLICANT CHECKLIST CONTINUED

APPLICANT INFORMATION

Agency Name:

The U.S. Department of Housing and Urban Development requires subrecipients to develop and implement Written Standards for programs provided through the Emergency Solutions Grant Program. The following guidelines must be followed when developing these Standards. Standards for emergency shelter programs will be different than Standards for homeless prevention and rapid re-housing programs. Agencies must ensure that the Standards developed are appropriate for programs offered. Enter a checkmark next to applicable areas as the Standards are completed to ensure all aspects of the requirements are addressed as appropriate for this application for funding. ***A copy of the Written Standards, along with this checklist, must be provided under Exhibit 4 of the application submission.***

| ALL PROGRAMS | CHECK IF IMPLEMENTED |
|---|----------------------------|
| 1. Standards include the area of service where assistance shall be offered. | X <input type="checkbox"/> |
| 2. Standards include all type(s) of assistance that will be offered through the ESG program. | X <input type="checkbox"/> |
| 3. Standards summarize the procedure in place that defines how program participants will be evaluated for eligibility of assistance under the ESG program using the coordinated intake and assessment system located within the applicant's Area of Service. (Note: DV shelters must follow the requirements of the Violence Against Women Act and the Family Violence Prevention and Services Act which prohibits agencies from making its shelter or housing conditional on the participant's acceptance of service) | X <input type="checkbox"/> |
| 4. Standards include procedures describing the coordination that will occur among emergency shelter providers, essential services providers, homelessness prevention, and rapid re-housing assistance providers, other homeless assistance providers, and mainstream service and housing providers. | X <input type="checkbox"/> |
| 5. Standards include a list of available programs that program participants will be referred, including all programs reflected in 576.400 (b) and (c) such as Section 8 Emergency Food and Shelter program, etc. if available to program participants in the agency's area of service. | X <input type="checkbox"/> |

| | |
|--|---|
| <p>6. Standards describe the formal termination process established by the agency that recognizes the rights of individuals affected. The agency must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases.</p> | <p>X <input type="checkbox"/></p> |
| <p>7. Standards describe the program participant's formal grievance process. Included shall be the right for the participant to contact the agency's Director, the County Housing Department, or HUD.</p> | <p>X <input type="checkbox"/></p> |
| <p>8. Standards include summaries regarding the requirement that clients served and activities provided with ESG funds will be entered into HMIS (or comparable database if a DV shelter), the timeframe for data to be entered, and the process for ensuring confidentiality of client records.</p> | <p>X <input type="checkbox"/></p> |
| <p>9. Standards include steps used to ensure clients receiving ESG assistance are provided all applicable HMIS releases, forms, client complaint process, etc. as required by HMIS regulations.</p> | <p>X <input type="checkbox"/></p> |
| <p align="center">STREET OUTREACH / EMERGENCY SHELTER OPERATIONS / ESSENTIAL SERVICES</p> | <p align="center">CHECK IF IMPLEMENTED</p> |
| <p>1. Standards include a summary of how agency staff will target and provide services related to street outreach, if provided.</p> | <p><input type="checkbox"/> X</p> |
| <p>2. Standards include steps for admission, diversion, referral, and discharge by emergency shelters assisted under ESG. Include standards regarding length of stay limits, if any, and safeguards to meet the safety and shelter needs of special populations, such as victims of domestic violence, sexual assault, etc.</p> | <p><input type="checkbox"/> X</p> |
| <p>3. Standards include procedures for admission, diversion, referral and discharge by emergency shelters for individuals and families who have the highest barriers to housing and are likely to be homeless the longest.</p> | <p><input type="checkbox"/> X</p> |
| <p>4. Standards include assessing, prioritizing, and reassessing individuals and families' needs for essential services related to emergency shelter.</p> | <p><input type="checkbox"/> X</p> |
| <p>5. Standards include procedures on how staff will provide referrals of shelter clients to permanent housing programs.</p> | <p><input type="checkbox"/> NA</p> |
| <p>6. Standards include procedures on how staff will increase household income, including earned income, other cash income, and non-cash income resources.</p> | <p><input type="checkbox"/> NA</p> |

| HOMELESS PREVENTION AND RAPID RE-HOUSING | CHECK IF IMPLEMENTED |
|---|--------------------------|
| 7. Standards shall include definitions of who is considered to be homeless and at-risk of homelessness, as defined in 576.2. (Note: Agencies are not allowed to use the definition under 576.2(iii)(G), that states “Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness”) | <input type="checkbox"/> |
| 8. Standards include a process for determining and prioritizing which eligible families and individuals will receive homeless prevention or rapid re-housing assistance. If agency is utilizing a “self-sufficiency matrix, please describe how it will be used to determine clients who are most in need of assistance. | <input type="checkbox"/> |
| 9. Standards include standards for determining what percentage or amount of rent and utilities costs each program participant must pay while receiving homelessness prevention or rapid re-housing assistance, if applicable. | <input type="checkbox"/> |
| 10. Standards include process for evaluating and documenting income eligibility since program participant’s income must be below 30% of area median income as established by HUD for the area in which the participant lives when entering the program. Agencies must follow guidelines found under 24 CFR 5.609 when calculating income. | <input type="checkbox"/> |
| 11. Standards include the steps to determine the eligibility of rental assistance, including steps to determine that rent + utilities do not exceed Fair Market Rents for the area of service. | <input type="checkbox"/> |
| 12. Standards include how agency staff will document FMR and rent reasonableness standards, lead based paint inspections, and housing inspections. Included shall be procedures to verify and document the age of the units built before 1978 may contain lead based paint. | <input type="checkbox"/> |
| 13. Standards include steps for determining how long a program participants will be provided rental assistance and whether or not (and how) the amount of that assistance will be adjusted over time, if applicable. | <input type="checkbox"/> |
| 14. Standards include steps for determining the type, amount, and duration of housing stabilization and/or relocation services to provide to a program participant, including the limits, if any, on the homelessness prevention or rapid re-housing assistance that each program participant may receive, such as the maximum amount of assistance, the maximum number of months the program participant receives assistance, or the maximum number of times the program participant may receive assistance. | <input type="checkbox"/> |

| | |
|---|--------------------------|
| <p>15. Standards that include the requirements of program participants to meet with a case manager not less than once per month to assist the program participant in ensuring long-term housing stability (and be documented in client case file and HMIS). Included shall be the agency's plan to assist the program participant to retain permanent housing after the ESG assistance ends, taking into account all relevant considerations such as the program participant's current or expected income and expenses, other public or private assistance for with the program participant will be eligible and likely to receive, and the relative affordability of available housing in the area. (Note: DV shelters must follow the requirements of the Violence Against Women's Act or the Family Violence Prevention and Services Act, which prohibits agencies from making shelter or housing conditional on the participant's acceptance of service.)</p> | <input type="checkbox"/> |
| <p>16. Standards include requirements that clients will be re-evaluated for program eligibility and the types and amounts of assistance the program participant needs. This re-evaluation process shall be conducted not less than once every 3 months for program participants who are receiving homelessness prevention assistance and not less than once annually for program participants receiving rapid re-housing assistance. Income limits shall not exceed 30% of AMI; the participants still lacks the resources and support networks necessary to retain housing.</p> | <input type="checkbox"/> |
| <p>17. Standards shall include any requirements the agency may have regarding the requirement of the program participant to notify the agency of any change in income, stability, support circumstances that would affect the program participant's need for assistance under the ESG program. If applicable, when notified of the relevant change, the agency shall include steps to re-evaluate the program participant's eligibility and amount and types of assistance the program participant needs.</p> | <input type="checkbox"/> |
| <p>18. If the program participant receives rental assistance or housing relocation and stabilization services, the Standards shall include the formal process for terminating a program participant that includes:</p> <ul style="list-style-type: none"> • Written notice to the program participant containing a clear statement of the reasons for termination. • A review of the decision, in which the participant is given the opportunity to present written or oral objections before a person other than the person who made or approved the termination decision; and • Prompt written notice of the final decision to the program participant. Included shall be language stating that termination does not bar the program participant from receiving assistance later if the issue that caused the termination is resolved. | <input type="checkbox"/> |

19. If the program participant receives rental assistance or housing relocation and stabilization services, the Standards shall include an Exit Strategy, which will assess housing needs of program participants who are nearing the end of assistance. Housing stability of program participants must continue after assistance ends, so the Standards should include an exit strategy that will ensure program participants remain housed for at least 6 months after program exit.



Strategic Goal One – The Lake County Continuum of Care will strengthen collaboration, communication, and commitment with the Lake County community to address homelessness in an equitable, inclusive, and culturally responsive way.

| Objectives | Action Steps | Responsible Parties | Time Frame | Process & Outcome Measures (OM) |
|--|---|--|--|--|
| <p>Objective 1. Strengthen partnerships with agencies and organizations providing services to individuals and families experiencing homelessness.</p> | <p>Memorandum of Understanding with member agencies and organizations.</p> | <p>Lead Agency, Executive Committee and agency and organization members.</p> | <p>March 2023 and Ongoing.</p> | <p>Process- 1.) Create MOU, 2.) Signatures with agencies. OM- 1.) Signed MOU’s by April 2023, 2.) Compare number of MOU’s vs number of Organization members.</p> |
| <p>Objective 2. Expand collaboration with agencies and organizations who are not yet members of the LCCoC.</p> | <p>Conduct target marketing to all Lake County agencies and organizations that serve individuals and families at risk or experiencing homelessness.</p> | <p>Executive Committee, Lead Agency and all LCCoC members.</p> | <p>Marketing Campaign Spring of each year 2023, 2024 and 2025.</p> | <p>Process- 1.) Create a marketing plan, 2.) Initiate and document marketing activities. OM- 1.) Number of new individual and agency members.</p> |

Strategic Goal One – The Lake County Continuum of Care will strengthen collaboration, communication, and commitment with the Lake County community to address homelessness in an equitable, inclusive, and culturally responsive way.

| Objectives | Action Steps | Responsible Parties | Time Frame | Process & Outcome Measures |
|---|---|---|--|--|
| <p>Objective 3. Recruit members to provide cultural diversity.</p> | <p>Conduct culturally appropriate and bilingual outreach, include tribal nations, churches, youth groups, senior centers, NAACP, Latino groups, the LGBTQ+ community and other diverse populations.</p> | <p>Executive Committee, Lead Agency and all LCCoC members.</p> | <p>Outreach events every spring for year 2023, 2024, and 2025.</p> | <p>Process- 1.) Create bilingual culturally appropriate outreach materials, 2.) Distribute and document outreach. OM- 1.) Review the number of new members by race, ethnicity, gender, sexual orientation, and other diverse groups.</p> |
| <p>Objective 4. Develop a public awareness campaign.</p> | <p>Create and distribute materials that 1.) educate on Housing First principals and Coordinated Entry, 2.) an asset building guide for clients and providers.</p> <p>Hold culturally appropriate public forums.</p> | <p>Executive Committee and Lead Agency.</p> <p>Executive Committee and Lead Agency.</p> | <p>February 2023 and update and edit annually.</p> <p>Ongoing.</p> | <p>Process- 1.) Create educational materials, 2.) Distribute materials, 3.) Annual Community Survey. OM- 1.) Public understands CoC services.</p> <p>Process – 1.) Identify groups, OM-Post meeting feedback survey.</p> |