



Recommended Change to the Governing By-Laws

Approved by the Executive Committee on April 4th to be voted on by the General Membership

Article IV Executive Committee Section 2 Executive Committee Responsibilities

Entering new responsibility to Executive Chair 2.2) (d), the original (d) will now be (e) and the original (e) will be (f) respectively.

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

2.7) will now have additional information for the Executive Committee responsibilities.
Adding a second paragraph.

There are several categories of business for the CoC, approving committee policies and procedures, fiscal duties (which includes approving and monitoring grants), data requirements and minor action items such as letters of support and requests for data. Letters of support which are requested from the board, or from nonmember agencies will require an action from the Executive Committee. If the request is from a member agency and does not mention need of the Executive Committee signatures, this Governing By-Laws allows the Executive Chair to respond on behalf of the LCCoC. The Chair will inform the General Members of Letters of Support written on behalf of the LCCoC. The CoC will respond to data (demographic information only) requests in a similar fashion. The Chair, or the Collaborative Applicant data analyst may respond to member requests for information, notifying the General Membership at the next meeting.

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



Lake County Continuum of Care

The LCCoC is a local planning body that seeks to find solutions for those experiencing homelessness or are at-risk of homelessness.

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

Information on membership, governance, committee work, the Point in Time Count, grant funded projects and grant opportunities go to the CoC website @ Lakecoc.org

General Membership meetings are held the first Thursday of every month at 3:00pm at the Lake County Office of Education. The public is welcome to attend.



Housing Resource Guide For Lake County



Housing Resources

Crisis Programs

- »Lake County Resource Center Domestic Violence Crisis Shelter, 888-485-7733
- »Lake County Department of Social Services CalWORKS, 707-995-4200

Shelter and Transitional Housing Programs

- »Hope Center, 707-701-6710
- »Restoration House, 707-461-4426
- »Xamitin Haven, 707-xxx-xxxx
- »Lake County Resource Center Transitional Housing Program, 707-279-0563

Housing Support Programs

- »North Coast Opportunities New Digs Lake County, 707-461-4574
- »Lake County Department of Social Services CalWORKS, 707-995-4200

Family and Transitional Aged Youth Housing Services

- »Lake County Department of Social Services CalWorks, 707-995-4200
- »Redwood Community Services NEST Program for Pregnant and Parenting Young Adults, 707-263-5881
- »Lake County Office of Education, Healthy Start McKinney Vento Services, 707-262-4153

Farm Labor Housing

- »Kelseyville Family Apartments, 707-279-4500
- »Oak Hill Apartments, 707-279-1500
- »Konocti Gardens, ww.crpaffordable.com/konocti-gardens-interest

Tribal Housing Departments

- » Big Valley Rancheria, 707-263-3924 x152
- »Elem Indian Colony, 707-541-6514
- »Habematolel Pomo of Upper Lake, 707-275-0737 x 123
- »Koi Nation of Northern CA, 707-758-7408
- »Middletown Rancheria, 707-987-3670
- »Robinson Rancheria, 707-275-0527
- »Scotts Valley Band of Pomo, 707-263-4220

Veteran Services

- »Veterans Services, 707-263-2384
- »Nation's Finest, 707-578-8387

Senior Housing and Subsidized Housing Apartments

- »Please visit the Lake County Continuum of Care website <https://www.lakecoc.org/housing-resource-directory>

Lake County Support Services

- »Adventist Health HUB Hotline, 707-900-1307
- »Sunrise Services, 888-876-8594
- »S.W. I. M., 707-277-1677
- »Miracle Messages 1-800-miss you
- »Lake County Behavioral Health Services Department Peer Centers:
 - *The Big Oak Support Center, Clearlake Oaks, 707-998-0310
 - *Circle of Native Minds Center, Lakeport, 707-263-4880
 - *La Voz de la Esperanza, Clearlake, 707-994-4261
 - *Family Support Center, Clearlake, 707-987-9601
 - *Harbor on Main Peer Support Center, Lakeport, 707-994-5486
 - *Konocti Senior Support, Clearlake, 707-995-1417

Food Resources

- Cal Fresh, Toll Free 800-628-5288 or 707-995-4200
- Redwood Empire Food Bank, 707-523-7903
- Clearlake Gleaners, Food Bank of Lake County, 707-263-8082



Lake County Continuum of Care

Reallocation Policy

March 2024

The U.S. Department of Housing and Urban Development (HUD) requires that CoCs evaluate and review all renewal projects. Funding is prioritized for CoCs that have a standard process to reallocate CoC Program funding from lower performing projects, based on a performance review process, to create new higher performing projects. Reallocating funds is an important tool used by CoCs to make strategic improvements to their homelessness system to increase access to housing and improve the system performance. Through reallocation, the CoC can create new projects that are aligned with local and federal goals, by eliminating projects that are underperforming or are more appropriately funded from other sources. Reallocation is particularly important when new resources are not available. CoC Program funds may be reallocated either by a voluntary process, or an involuntary process as decided by the CoC Executive Committee.

Performance Measures

HUD is increasingly focusing on System Performance Measures and Annual Performance Reports when making funding decisions. Please see HUD'S System Performance Measures: An Introductory Guide at <https://www.hudexchange.info/programs/coc/system-performance-measures/> for more information on performance expectations.

Reallocation Process The reallocation process includes two methods and the following steps which are explained in more detail in the following paragraphs.

- Monitoring and reporting of results to applicable entities;
- Recommendations for reallocation based on performance measures and threshold defined within the CoC; and
- Executive Committee review of recommendations and final determinations

Voluntary Reallocation

- LCCoC Program recipients and/ or sub recipients wishing to voluntarily reallocate their funds must inform the LCCoC Program Administrator at Behavioral Health in writing as soon as they have made the decision to reallocate, and NO LATER than 1 week after the annual release of the NOFA.
- LCCoC Program recipients and/ or sub recipients that voluntarily reallocate their funding are eligible to apply for a new project using the reallocated funds if the proposed project meets HUD's eligible new project guidelines as established by the NOFA, and will fill an identified local need.

· LCCoC Program recipients and/ or sub recipients that voluntarily reallocate their funds and wish to apply for a new project (if HUD provides bonus funds) will be required to participate in a competitive process with other LCCoC Program applicants that apply for new projects.

Involuntary Reallocation

LCCoC Program-funded projects are monitored by the LCCoC Program Administrator at least annually. The review of performance through Annual Performance Reports is integral to the evaluation process. All renewal project reviews are used to determine how the project performed and determine if a project should be considered for reallocation. LCCoC develops annual performance standards for all projects. Typically, LCCoC Program Administrator staff monitors all projects through review of quarterly reports and comprehensive assessment of agency capacity and ability to implement performance measure goals and objectives. LCCoC Program Administrators provides technical assistance to recipient and sub recipient agencies to assist in the overall evaluation process. Results of annual monitoring visits are made available to the LCCoC during monthly LCCoC meetings. Details to be made public are limited to HUD's expected performance measures, percentage of grant spend down, and HMIS data quality (specifically the percentage of data with null or missing values for any of the universal data elements).

The recommendation for reallocation is based on any one of the following HUD criteria and the overall score of the project performance:

1. Outstanding obligation to HUD that is in arrears or for which a payment schedule has not been agreed upon;
2. Monitoring finding(s) for which a response is overdue or unsatisfactory;
3. History of inadequate financial management accounting practices;
4. Evidence of untimely expenditures on prior award;
5. History of other major capacity issues that have significantly impacted the operation of the project and its performance;
6. History of serving ineligible persons, expending funds on ineligible costs, or failing to expend funds within statutorily established timeframes; or
7. Project did not consistently meet the LCCoC performance measures.

The LCCoC membership will establish a threshold for acceptable performance and ranking scores based on the average median score for projects for the corresponding NOFA year.

1. If a project is deemed to be underperforming based on LCCoC Program monitoring, a corrective action plan will be issued, with one year for the project to make improvements. Items where the score cannot be improved, but a valid explanation is provided, will be considered corrected. If an item is not improved, consideration will be made for circumstances such as global pandemics, natural disasters, or other emergency situations.
2. If the project is still underperforming during the following LCCoC Program NOFA rank and review process, those projects that continue to be deemed underperforming will be reviewed by the LCCoC

executive committee to determine which project will be involuntarily reallocated. Involuntary Reallocations will be primarily based on two criteria:

- a) Projects that have the lowest score in the evaluation process; and
- b) Projects that have unspent funds in the most recent FY ending.

LCCoC Executive Committee will evaluate and determine if projects will have a full or partial reallocation of funding. Well performing projects that have unspent funding will be subject to review of possible partial reallocation of unspent funds. All funds freed through involuntary reallocations may be made available for one or more new projects. If no new project applications are submitted, funds will remain available for the original renewal projects.

- Project applicants that are subject to partial involuntary reallocation must develop a plan to continue with their renewal project, with the reduced level of funding. This includes HUD contract compliance for numbers of persons served and the types of services provided. It may be possible to seek a contract amendment from HUD for some changes; sub recipient agencies should contact Behavior Health to discuss any options for amendment. If the reduction in funding will result in loss of assistance for persons currently served by the project, the sub recipient agency must develop a transition plan for these persons

Executive Committee:

The LCCoC Executive Committee shall review and approve all reallocation decisions. Due to possible time constraints during the NOFA process, Executive Committee meetings may happen either in person or via zoom call. All Executive Committee meetings will be documented in meeting minutes, which will be distributed to the LCCoC through email, and will be posted on the LCCoC page website.

Conflict of Interest

Any Executive Committee member whose agency receives LCCoC Program funding through the LCCoC that is being considered for involuntary reallocation, shall recuse themselves from the reallocation decision process.

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.

The County of Lake (County) and the Lake County Continuum of Care (CoC) specifically commit to the roles, responsibilities and actions summarized below and detailed within the referenced Regionally Coordinated Homelessness Action Plan (Action Plan) and submitted HHAP-5 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 Action Plan and the HHAP-5 applications.
- The County and CoC respectively commit to the applications' specified actions to meet and improve the system performance measures for the HHAP-5 fundings uses.
- The County and CoC commit to the key actions specified in their applications and Action Plan 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 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

Date

Lake County Continuum of Care Date

Housing and Homelessness Incentive Program (HHIP)
Total Budget

County:	Lake
Expected Allocation:	\$2,325,692
Remaining Allocation:	\$0

Use Category*	Amount	How will funds be allocated among providers (e.g., RFP, existing provider contracts, etc.)	HHIP Measure associated with this use of Funds	HHAP activities and/or identified gaps addressed by this use of Funds
<i>Rapid Rehousing</i>	\$ 245,122	RFP - TBA Spring 2024	1.4, 3.4	Rental Assistance & Rapid Rehousing
<i>Street Outreach</i>	\$ 50,000	RFP - awarded	1.4, 2.1	Outreach & Coordination
<i>Services Coordination</i>			1.3, 1.4, 2.1, 2.2	Outreach & Coordination
<i>Delivery of Permanent Housing:</i>	\$ -			
▪ <i>Capital construction</i>	\$ -			
- <i>Building/space lease or purchase</i>	\$ -			
- <i>Other</i>			1.4, 3.5, 3.6	Delivery of Permanent Housing
<i>Prevention and Shelter Diversion</i>	\$ 300,000	RFP - TBA	1.4, 3.1, 3.6	Prevention and shelter diversion
<i>Interim Sheltering</i>	\$ 1,197,433	RFP - awarded	1.4, 3.4, 3.5	Operating Subsidies
<i>Shelter Improvements (specify type; e.g., capital, staffing, etc.)</i>	\$ 100,000	RFP - open running	1.4, 3.4, 3.5	New navigation Centers and emergency shelters; Operating subsidies
<i>Administrative (limit of 15%)</i>	\$ 200,000	Administrative Entity		Systems Support
<i>Data infrastructure/systems improvement</i>	\$ 183,137	Administrative Entity	1.2, 2.2, 2.3, 3.1, 3.2, 3.3, 3.4, 3.5	Systems Support
<i>Other (specify)</i>	\$ 50,000	RFP	3.1, 3.3, 3.4, 3.5	Systems Support
TOTAL	\$ 2,325,692			

Housing and Homelessness Incentive Program (HHIP)
Total Budget

County:	Lake
Expected Allocation:	\$3,756,653
Remaining Allocation:	\$1

Use Category*	Amount	How will funds be allocated among providers (e.g., RFP, existing provider contracts, etc.)	HHIP Measure associated with this use of Funds	HHAP activities and/or identified gaps addressed by this use of Funds
<i>Rapid Rehousing</i>	\$ 356,882	RFP	1.4, 3.4	Rental Assistance & Rapid Rehousing
<i>Street Outreach</i>	\$ 89,221	RFP	1.4, 2.1	Outreach & Coordination
<i>Services Coordination</i>	\$ 493,061	RFP	1.3, 1.4, 2.1, 2.2	Outreach & Coordination
<i>Delivery of Permanent Housing:</i>	\$ -			
▪ <i>Capital construction</i>	\$ -			
- <i>Building/space lease or purchase</i>	\$ -			
- <i>Other</i>	\$ 178,441	RFP	1.4, 3.5, 3.6	Delivery of Permanent Housing
<i>Prevention and Shelter Diversion</i>	\$ 657,414	RFP	1.4, 3.1, 3.6	Prevention and shelter diversion
<i>Interim Sheltering</i>	\$ 1,197,433	RFP	1.4, 3.4, 3.5	Operating Subsidies
<i>Shelter Improvements (specify type; e.g., capital, staffing, etc.)</i>	\$ 126,787	RFP	1.4, 3.4, 3.5	New navigation Centers and emergency shelters; Operating subsidies
<i>Administrative (limit of 15%)</i>	\$ 385,057	Administrative Entity		Systems Support
<i>Data infrastructure/systems improvement</i>	\$ 183,137	Administrative Entity	1.2, 2.2, 2.3, 3.1, 3.2, 3.3, 3.4, 3.5	Systems Support
<i>Other (specify)</i>	\$ 89,221	RFP	3.1, 3.3, 3.4, 3.5	Systems Support
TOTAL	\$ 3,756,652			



Memorandum of Understanding

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

Between the following:

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

and

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

and

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



Memorandum of Understanding

I. Introduction and Goals:

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

II. Project

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



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

III. **Purpose and Scope**

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

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

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

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

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



Memorandum of Understanding

1. Duties of the Care Coordination Agency(continued)

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

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

2. Services Provided to Eligible CES Referrals

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



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3. **Duties of the Hub**

The HUB will

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

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

- p. Comply with the provisions of this MOU.

4. **CoC Roles and Responsibilities**

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

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



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

V. **Terms of Understanding**

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

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

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

VI. **Confidentiality**



Memorandum of Understanding

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

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

VII. Compliance with Law; Licensure

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

VIII. Notice



Memorandum of Understanding

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

IX. Governing Law

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

X. AUTHORIZATION AND EXECUTION

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

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

(HUB), by:

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

(CoC), by:

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

(CCA), by:

Care Coordination Agency (Date)
12345 Address Here
Clearlake, CA 95422



Lake County Continuum of Care Performance Review Grant Meeting Group

Approved Recommendation April 16, 2024.

HHAP rounds 1-4 youth funding was discussed the group agreed to the following recommendations for the RFP:

- 1.) Combine county and LCCoC funds equaling \$232,387.27.
- 2.) Add the Youth Rapid Rehousing funds of \$20,278.25 to the RFP.
- 3.) The RFP will recommend collaboration funding between agencies.
- 4.) The RFP will recommend a variety of services for families with children 0-18 years of age and for transitional-aged youth 18-24.
- 5.) The RFP will recommend the following services: interim housing component, rapid rehousing, navigation services, and age-specific case management and/or enhanced case management (ECM) services.

General Evaluation Information							Subpopulation Breakdowns							Data Quality and Performance Matrices							Other Notes and Learning (by contract holder)		
Name of Grant	Contract ID	Contract Dates	Evaluation Date Range	Project Type (ES/TH/PSH/RRH/SO)	Non-Profit status	Provider Provided Housing First Policy	Age Range	Total Per Household Type	Chronically Homeless Served	Domestic Violence History/Fleeing	TAY 18-24	Adults over 62 Served	Veterans Served	Race	Data Quality Factor(s) goal not to exceed 5% data errors	Performance Metrics Contract Language	Exits	Total Clients Served	Successful Clients Exited	Expenditure Reports Compliance	Average Funding Per Client	Contract Performance Metric Met	Narrative Provided by Contract Holder
SSSF-RRH (DV CoC)	CA2022D9T292100 - DV	8/1/2022 - 12/31/2023	08/01/2022 - 12/31/2023	PH - RRH	Y - Confirmed	Y	Under 5: 7 5-12: 5 13-17: 2 18-24: 1 25-34: 9 35-44: 4 45-54: 0 55-61: 2 62+: 1	W/O Children: 8 W Children: 7 Only Children: 0 Total: 17	0	History: 17 Fleeing: 17	1	1	0	American Indian, Alaskan Native Indigenous: 17 Asian/Asian American: Black, African American, African: Hispanic/Latin X: 3 Middle East/North Africa: Native Hawaiian/Pacific Islander: White: 11 Multiple Race/Ethnicity:	PII: 48% UDE: 0% I/HD: 5%	PPI Errors - HUD requires full SSNs to be entered into HMIS. Clients have partial SSN or are missing SSN.	RTH: 0 ES or TH: 0 Institution: 1 Temp Housing: 3 Perm Housing: 21 Data Not Collected: 6	31	72%	NA	NA	Yes	NA

Received
 DV Verification 10 out of 17
 Rental Agreement 1 out of 17
 Client Intake 0 out of 17
 Deduplication Verification 0 out of 17
 Housing Stability Plan 0 out of 17