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

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

WHEREAS, LCBHS has issued a Request for Proposals to secure the services of Emergency Shelter and Rapid Rehousing of homelessness through the funding of the Emergency Solutions Grant – Coronavirus Round 2; 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 multiple agencies cooperating to provide Emergency Shelter and Rapid Rehousing 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, Adventist Health Clear Lake shall provide to County the services described in the "Scope of Services" attached hereto and incorporated herein as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibits A/B/C/D/E, the Agreement shall prevail.
- 2. <u>TERM.</u> This Agreement shall commence on September 1, 2021, and shall terminate on August 31, 2022 unless earlier terminated as hereinafter provided. In the event County desires to temporarily continue services after the expiration of this Agreement, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.
- 3. <u>COMPENSATION</u>. Contractor has been selected by County to provide the services described hereunder in Exhibit A, titled, "Scope of Services." Compensation to Contractor shall not exceed Three Hundred Forty Three Thousand Dollars. (\$343,000.00).

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

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

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

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

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

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

Adventist Health Clear Lake 15630 18th Avenue Clearlake, CA 95422

Attn: Rachelle Damiata
Manager, Grants and Community
Development

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 -

8. <u>TERMS AND CONDITIONS</u>. Contractor warrants and agrees that it shall comply with all terms and conditions of this Agreement including Exhibit A, Exhibit B, Exhibit C, titled, "Compliance Provisions," attached hereto and incorporated herein in addition to all other applicable federal, state and local laws, regulations and policies.

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

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

COUNTY OF LAKE Bruno Schaffer (Nw 23, 2021 18:19 PST) Chair Poord of Symposius 28	Adventist Health Clear Lake Hospital, Inc. David Santos President
Board of Supervisors	Tosidon
Date: 11/23/2021	Date:
APPROVED AS TO FORM:	ATTEST:
ANITA L. GRANT	CAROL J. HUCHINGSON
County Counsel	Clerk to the Board of Supervisors
By: 10-20-21	By: Johanna DeLong By: 11/23/2021 Date: 11/23/2021
	S COUNTY OF SUPERIOR

EXHIBIT A – SCOPE OF SERVICES

1. CONTRACTOR'S RESPONSIBILITIES.

- 1.1 Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Lake and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County. Contractor and County shall comply with California Code of Regulations (CCR), Title 9, Section 18010.435, in the selection of providers and shall review for continued compliance with standards at least every three (3) years.
- 1.2 Contractor agrees to extend to County, Lake County Continuum of Care (LCCOC), or their designee the right to review and monitor all records, programs or procedures at any time in regards to clients as well as the overall operation of Contractor's programs in order to ensure compliance with the terms and conditions of this Agreement.
- 1.3 Contractor will provide a safe place for persons in Emergency Shelter guided by California COVID-19 prevention and containment protocols for temporary shelters as long as the public health emergency is active. This shall include, but is not limited to, spatially distant sleeping accommodations, meal preparations, connections to medically indicated services and supplies including testing. All CDC guidelines will be followed in the provision of these services to ensure the facility remains infection free. If isolation is needed, protocol will be followed and Contractor will operate in close consultation with Lake County Public Health.
- 1.4 Contractor shall prioritize assistance to homeless individuals and families over assistance to individuals and families at risk of homelessness.
- 1.5 Contractor agrees to extend to County or its designee, the right to review and monitor all records, programs or procedures, at any time in regards to clients, as well as the overall operation of Contractor's programs in order to ensure compliance with the terms and conditions of this Agreement.
- 1.6 All expenses of copying records and other documents shall be borne by the party seeking to review those records and/or documents and charged at the rate of \$0.25 cents per page.
- 1.7 Contractor shall ensure that the logo for Lake County Continuum of Care (LCCoC) is included on flyers, handouts, and any advertising materials for any projects or events that the LCCoC contributes to via funding from this Agreement.
- 1.8 Contract will notify the County about any change that may affect Contractor's eligibility and ability to provide services including, but not limited to, changes in licensing, certification, ownership and address.

2. RECORDS RETENTION.

- 2.1 Contractor shall prepare, maintain and/or make available to County upon request, all records and documentation pertaining to this Agreement, including financial, statistical, property, recipient and service records and supporting documentation for a period of five (5) years from the date of final payment of this Agreement. If at the end of the retention period, there is ongoing litigation or an outstanding audit involving the records, Contractor shall retain the records until resolution of litigation or audit. After the retention period has expired, Contractor assures that confidential records shall be shredded and disposed of appropriately.
- 2.2 Contractor shall maintain books, records, documents and other evidence that demonstrates the funding was used for the appropriate purposes laid out in the Scope of Services.
- 3. <u>REPORTING REQUIREMENTS</u>. Contractor agrees to provide County with any reports which may be required by State or Federal agencies for compliance with this Agreement.
- 3.1 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. <u>User Training</u>: All Users of the HMIS will receive general HMIS User Training and Security and Privacy training prior to receiving login credentials to the HMIS. Additionally, all HMIS Users shall receive updated Security and Privacy training annually.
 - 1) Contractor will notify HMIS Administrator of any HMIS user departing their HMIS role within 24 hours of departure.
- E. Required Quarterly Reporting: Contractor shall utilize data from the following reports as the basis for quarterly report submissions and include with their report submission:
 - 1) HUD Data Quality report for the program being reported with a data range from the start of the fiscal year to the end of the required report period (cumulative)
- F. <u>Homeless Count Participation</u>: Contractor will participate in annual HUD requires Housing Inventory Count (HIC) by maintaining accurate and up-to-date data in good standing and being responsive to the LCCoC and LCCoC HMIS Administrator's requests for current and accurate information prior to and after the HIC.
- 3.2 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.
- 3.3 Contractor agrees to provide County with Quarterly Reporting as required by State or Federal agencies for compliance with this Agreement.
- 3.4 All Expenditure report 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.

4. DESCRIPTION OF SERVICES.

/

- 4.1 Contractor will act as the fiscal agent for the collaboration of Elijah House, Hope Center and Restoration House. Contractor will establish a MOU with Elijah House, Hope Rising (Hope Center) and AHCL (Restoration House) based on the services they will provide in accordance with RFP and submitted proposal.
- 4.2 Continue operations of the shelters. These operations include but are not limited to daily shelter operations, program management, case management, housing navigation, meals, and wrap around through evidence based practices including but not limited to trauma informed care, motivational interviewing, wraparound care coordination, social determinants of health, harm reduction and utilizing the Housing First approach.
- 4.3 Provide rapid rehousing activities including but not limited to short-term rental assistance, housing stabilization, landlord incentives, pay for client's down payment, pay for rental application fees, cost of moving, housing rent vouchers for people experiencing homelessness or at risk of homelessness and assist in CES referral process for Emergency Housing Vouchers when available.
- 4.4 Continue the "Hello Landlords!" homeowner outreach campaign. This marketing campaign has been designed to target multiple property owners in Lake County who may be encouraged to provide housing with assistance through rapid rehousing and other landlord incentives through supportive services listed in 4.3.
- 4.5 Contractor will prioritize programs that address the disproportionate impacts of homelessness and COVID-19 on communities of color, particularly Black, Latinx, Asian, Pacific Islander, Native and Indigenous communities by actively engaging all underserved as it indicated in the LCCoC's Gaps Analysis and yearly Strategic Plan.
- 5. <u>PRIORITY HIRING CONSIDERATIONS</u>. 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.

EXHIBIT B - FISCAL PROVISIONS

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

2. INVOICES.

- 2.1 Contractor's invoices shall be submitted in arrears on a monthly basis, or such other time that is mutually agreed upon in writing, and shall be itemized and formatted to the satisfaction of the County, HCFC and in accordance with expense report in Appendix A for Emergency Shelter and Rapid Rehousing.
- 2.2 Contractor's invoices shall be submitted electronically by email to LCBHS Fiscal@Lakecountyca.gov.
- 2.3 Contractor shall bill County on or before the tenth (15th) working day of the month following the month in which specialty services were provided.
- 2.4 County shall make payment within 20 business days of an undisputed invoice for the compensation stipulated herein for supplies delivered and accepted or services rendered and accepted, less potential deductions, if any, as herein provided. Payment on partial deliverables may be made whenever amounts due so warrant or when requested by the Contractor and approved by the Assistant Purchasing Agent.
- 2.5 County shall not be obligated to pay Contractor for services provided which are the subject of any bill if Contractor submits such bill to County more than fifteen days (15) after the date Contractor provides the services, or more than fifteen (15) days after this Agreement terminates, whichever is earlier.
- 2.6 Monthly payments may vary based on actual services billed.
- 2.7 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.
- 2.8 Contractor and County shall each appoint one responsible representative for the purpose of resolving any billing questions or disputes which may arise during the term of this Agreement. Should such issues arise, County shall still be obligated to pay Contractor on a timely basis for those amounts and/or services which are not in dispute or with respect to which there are no questions. Questioned amounts, once adjusted (if necessary) as agreed by the two representatives, shall be paid to Contractor immediately after the Agreement is reached by the two representatives.
- 2.9 Contractor will submit last invoice no later than September 15, 2022

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. <u>PAYMENT TERMS.</u> The LCCoC has determined that Three Hundred Forty Three Thousand Dollars (\$343,000) from the Emergency Solutions Grant Coronavirus Round 2 (ESG-CV2)grant, as administered by the County, has been allocated for Emergency Shelter and Rapid Rehousing, and for which Adventist Health Clear Lake Hospital, Inc. 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).
- 5. <u>BUDGET</u>. 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.

Budget & Budget Narrative

Budget

Emergency Shelter Operating Support for Elijah House Operating Support for Hope Center	\$55,800.00 \$37,200.00
Total Emergency Shelter	\$93,000.00
Rapid Rehousing Rapid Rehousing Vouchers Emergency Housing Vouchers Hello, Landlord Mailings Grant Administration Total Rapid Rehousing	\$178,992.45 \$50,000.00 \$3,000.00 \$18,008.00 \$250,000.00
et Total	\$343,000

Budget Total

Budget Narrative

Operating Support for Elijah House: Elijah House will expend \$55,800 for operation expenses of the Lakeport Emergency Shelter which includes the following services provided to shelter guest and to any community member inneed:

COST	Description	
2131	Independent living training	
2160	Employee development training	
1498	Job placement	
1440	Transportation for work/housing	
2880	Case management, connection to benefits & services	
1731	Health stabilization	
5 760	3 meals per day	20
34000	Shelter staff & essential shelter services/administration	
4200	Shelter facilities and utilities	
55800	TOTAL Program Expense	

- Operating Support for Hope Center: Funds to operate the shelter kitchen, including Head Chef position (0.25 FTE) \$13,000, ServSafe Food Handler® California Online Course & Assessment for 10 clients (10 clients x \$20 per course = \$200), and 4,000 client meals totaling \$24,000 (\$6 per meal x 2 meals per day x 20 clients x 100 days = \$24,000).
- Rapid Rehousing Vouchers: Vouchers are valued at \$2,753.73 each and are distributed based upon bed count of each shelter entity including Elljah House (35 beds x \$2,753.73 = \$96,380.55), Hope Center (20 beds x \$2,753.73 = \$55,074.60),and Restoration House (10 beds x \$2,753.73 = \$27,537.30).
- Emergency Housing Vouchers: Represents the ESG required 20% public housing set-aside (20% of \$250,000 = \$50,000) for the Lake County Public Housing Authority.
- Hello, Landlord Mailings: Mailings to incentivize landlords to rent properties to homeless clients and informing of voucher program (3 mallings x \$1.00 per piece of mailx 1,000 landlords =
- Grant Administration: AHCL will retain 5.25% of total grant (\$18,008) for indirect costs associated with grant administration.

EXHIBIT C - COMPLIANCE PROVISIONS

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

3. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS.

- 3.1 The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - A. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and

- D. Have not, within a three-year period preceding this Agreement, had one or more public transactions terminated for cause or default.
- 3.2 Contractor shall report immediately to County, in writing, any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.
- 4. <u>AGREEMENTS IN EXCESS OF \$100,000</u>. Contractor shall comply with all applicable orders or requirements issued under the following laws:
- 4.1 Clean Air Act, as amended (42 USC 1857).
- 4.2 Clean Water Act, as amended (33 USC 1368).
- 4.3 Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)
- 4.4 Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).
- 5. INDEMNIFICATION AND HOLD HARMLESS. Contractor shall indemnify and defend County and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with Contractor's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of County. Contractor's obligations under this Section
- 6. <u>STANDARD OF CARE</u>. Contractor represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted practices.
- 7. <u>INTEREST OF CONTRACTOR</u>. Contractor assures that neither it nor its employees has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.
- 8. <u>DUE PERFORMANCE DEFAULT</u>. Each party agrees to fully perform all aspects of this agreement. If a default to this agreement occurs then the party in default shall be given written notice of 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.

- Ontractor is self-insured, as to the required types and levels of coverage, and shall provide County with a written acknowledgment of its self-insured status prior to disbursement of any Grant funds. If Contractor abandons its self-insured status at any time after execution of this Agreement, Contractor shall immediately notify County, and shall promptly comply with the insurance coverage requirements under section 9.2, 9.3, 9.4, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, and 9.11. See **Exhibit E** for proof of self-insured status.
- 9.2 Contractor shall procure and maintain Workers' Compensation Insurance for all of its employees.
- 9.3 Contractor shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.
- 9.4 Contractor shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence.
- 9.5 Contractor shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to County certificates of insurance naming the County of Lake as additional insured. Contractor agrees to provide to County, at least 30 days prior to expiration date, a new certificate of insurance.
- 9.6 In case of any subcontract, Contractor shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors shall provide certificates of insurance naming the County of Lake as additional insured and shall submit new certificates of insurance at least 30 days prior to expiration date. Contractor shall not allow any subcontractor to commence work until the required insurances have been obtained.
- 9.7 For any claims related to the work performed under this Agreement, the Contractor's insurance coverage shall be primary insurance as to the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

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

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

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

- 9.9 Insurance coverage required of Contractor under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.
- 9.10 Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude County from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.
- 9.11 Any failure of Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.
- 10. <u>ATTORNEY'S FEES AND COSTS</u>. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such part may be entitled.
- 11. <u>ASSIGNMENT</u>. Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of County except that claims for money due or to become due Contractor from County under this Agreement may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to County. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.
- 12. <u>PAYROLL TAXES AND DEDUCTIONS</u>. Contractor shall promptly forward payroll taxes, insurances and contributions to designated governmental agencies.
- 12. <u>INDEPENDENT CONTRACTOR</u>. 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. <u>OWNERSHIP OF DOCUMENTS</u>. All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Contractor hereunder are the property of County.
- 14. <u>SEVERABILITY</u>. 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. <u>HIPAA COMPLIANCE</u>. Contractor will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.
- 17. <u>SAFETY RESPONSIBILITIES</u>. Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. Contractor agrees that in the performance of work under this Agreement, Contractor will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.
- 18. <u>JURISDICTION AND VENUE</u>. This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.
- 19. <u>RESIDENCY</u>. All independent contractors providing services to County for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.
- 20. <u>NO THIRD-PARTY BENEFICIARIES</u>. Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

- 21. <u>UNUSUAL OCCURRENCE REPORTING</u>. Contractor is required to have procedures for reporting unusual occurrences relating to health and safety issues. Contractor shall report to County any unusual events, accidents, or injuries requiring medical treatment for clients, staff, or members of the community. An unusual occurrence shall be reported to the County in writing (or electronic mail) as soon as possible but no later than three (3) working days of the Contractor's knowledge of the event. An unusual occurrence is subject to investigation by Lake County Behavioral Health Services; and upon a request, a copy of the County's investigation shall be made available to the State Department of Behavioral Health, which may subsequently conduct its own investigation.
- 22. OVERSIGHT. Lake County Behavioral Health Services shall conduct oversight and impose sanctions on the Contractor for violations of the terms of this Agreement, and applicable federal and state law and regulations, in accordance with Welfare & Institutions Code 14712(3) and CCR, Title 9, Section 1810.380 and 1810.385.

21.22.122 16 of 22

EXHIBIT D - BUSINESS ASSOCIATE AGREEMENT

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT (the "Agreement") is entered into effective September 1, 2021 (the "Effective Date"), by and between Trilogy Integrated Resources ("Business Associate") and Lake County Behavioral Health Services (the "Covered Entity").

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

- 1. <u>Definitions.</u> 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. <u>Compliance with Applicable Law</u>. 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 is duties to Covered Entity pursuant to the terms of the Relationship. Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.

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

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

- 7. Mitigation of Harmful Effects. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements. Business Associate shall cooperate with Covered Entity's breach notification and mitigation activities, and shall be responsible for all costs incurred by Covered Entity for those activities.
- 8. Agreements by Third Parties. Business Associate shall enter into an agreement with any agent or subcontractor of Business Associate that will have access to PHI. Pursuant to such agreement, the agent or subcontractor shall agree to be bound by the same restrictions, terms, and conditions 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 by45 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. <u>Documentation of Disclosures.</u> Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- 12. Accounting of Disclosures. Within five (5) days of notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, Business Associate shall make available to Covered Entity information to permit Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. § 164.528. In the case of an electronic health record maintained or hosted by Business Associate on behalf of Covered Entity, the accounting period shall be three (3) years and the accounting shall include disclosures for treatment, payment and healthcare operations, in accordance with the applicable effective date of Section 13402(a) of HITECH. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall within two (2) days forward such request to Covered Entity.
- 13. <u>Electronic PHI</u>. 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. <u>Judicial and Administrative Proceedings.</u> 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 havein the Relationship, this Agreement or by operation of law or in equity, Covered Entity may i) immediately terminate the Relationship if Covered Entity determines that Business Associate has violated a material term of this Agreement, or ii) at Covered Entity's option, permit Business Associate to cure or end any such violation within the time specified by Covered Entity. Covered Entity's option to have cured a breach of this Agreement shall not be construed as a waiver of any other rights Covered Entity has in the Relationship, this Agreement or by operation of law or in equity.
- 17. Effect of Termination of Relationship. Upon the termination of the Relationship or this Agreement for any reason, Business Associate shall return to Covered Entity or, at Covered Entity's direction, destroy all PHI received from Covered Entity that Business Associate 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. <u>Injunctive Relief.</u> 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. <u>Indemnification</u>. Business Associate shall indemnify and hold harmless Covered Entity and its officers, trustees, employees, and agents from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by Covered Entity arising from a violation by Business Associate of its obligations under this Agreement.
- 20. Exclusion from Limitation of Liability. To the extent that Business Associate has limited its liability under the terms of the Relationship, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude any damages to Covered Entity arising from Business Associate's breach of its obligations relating to the use and disclosure of PHI.
- 21. Owner of PHI. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI used or disclosed by or to Business Associate by Covered Entity.
- **22.** Third Party Rights. The terms of this Agreement do not grant any rights to any parties other than Business Associate and Covered Entity.
- 23. <u>Independent Contractor Status.</u> 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.

Adventist Health Clear Lake Hospital

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Name: David Santos Title: President Lake County Behavioral Health Services

By: Todd Metcalf (Jan 25, 2022 09:24 PST)

Name: Todd Metcalf, M.P.A

Title: Behavioral Health Services Director

DEPARTMENT OF INDUSTRIAL RELATIONS STATE OF CALIFORNIA

OFFICE OF THE DIRECTOR

NUMBER 2061-Q

CERTIFICATE OF CONSENT TO SELF-INSURE

Adventist Health Clearlake Hospital, Inc. (a CA corporation)

THIS IS TO CERTIFY, That Subsidiary of Adventist Health System-West

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

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

EFFECTIVE

2001 DAY OF July THE 1st

1 constant

DIRECTOR

DEPARTMENT OF INDUSTRIAL RELATIONS

OF THE STATE OF GALIFORNIA

STEPHEN J SMITH

* Revocation of Certificate.—"A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a practice by such employer, the impairment of the solvehey of such employer, the inability of the employer to fulfill his obligations, or the practice by such employer or his agent in charge of the administration of obligations under this division of any of the following: (a) Habitually and as a matter of practice and custom indusing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner: (c) Discharging his compensation obligations in such a manner: (c) Discharging his compensation obligations in such a manner: (c) Discharging his compensation obligations in such a manner: (d) Discharging his compensation obligations in such a manner: (e) Discharging his compensation of Self-Insurance.

Amendment No. 1 TO THE AGREEMENT BETWEEN THE COUNTY OF LAKE - LAKE COUNTY BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE LAKE COUNTY CONTINUUM OF CARE AND ADVENTIST HEALTH CLEAR LAKE HOSPITAL, Inc. FOR FISCAL YEARS 2021-2022, 2022-2023, and 2023-24

This Amendment No. 1 to the Agreement is made and entered into this day February 1, 2022 by and between the County of Lake, hereinafter a referred to as "County," and Adventist Health Clear Lake, hereinafter referred to as "Contractor," collectively referred to as the "parties."

RECITALS

<u>WHEREAS</u>, the parties hereto have entered into an Agreement dated September 1, 2021 under which Contractor will provide Emergency Shelter and Rapid Rehousing services guided by California COVID-19 prevention and containment protocols; and

<u>WHEREAS</u>, the parties desire to amend the Agreement to adjust the termination date from August 31, 2022 through September 30, 2023 to accommodate funding provisions of the grant; and

<u>WHEREAS</u>, the parties desire to move the categories of services from Rapid ReHousing to Emergency Shelter and Street Outreach; and

WHEREAS, the parties desire to amend the Agreement to adjust the Budget of adjusted scope of services.

NOW, THEREFORE, the parties hereto agree to the following Amendment to the Agreement:

1. <u>TERM</u>. This Agreement shall commence on September 1, 2021, and shall terminate on September 30, 2023, unless earlier terminated as hereinafter provided.

EXHIBIT B: AMENDMENT

BUDGET.

	Current Allocation	NEW Allocation
Emergency Shelter		
Operating Support for Elijah House	\$55,800.00	\$152,181.00
Operating Support for Hope Center	\$37,200.00	No Change
TOTAL Emergency Shelter	\$93,000.00	\$189,381.00
Rapid Rehousing		
Rapid Rehousing Vouchers	\$178,992.00	\$70,611.00
Emergency Housing Vouchers	\$50,000.00	No Change
Hello, Landlord Mailings	\$3,000.00	No Change
Grant Administration	\$18,008.00	No Change
TOTAL Rapid Rehousing	\$250,000.00	\$141,619.00

Amendment No. 1 TO THE AGREEMENT BETWEEN THE COUNTY OF LAKE - LAKE COUNTY BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE LAKE COUNTY CONTINUUM OF CARE AND ADVENTIST HEALTH CLEAR LAKE HOSPITAL, Inc. FOR FISCAL YEARS 2021-2022, 2022-2023, and 2023-24

Street Outre	ac	h
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Vaccine Incentives TOTAL Street Outreach BUDGET TOTAL

\$0 \$0 \$343,000.00

\$12,000 No Change

\$12,000

REDISTRABUTION OF SERVICES RATIONALE. With approval from the grant originators, the California Department of Housing and Community Development, Contractor is converting funding from Rapid Rehousing from to Emergency Shelter Operations and Street Outreach. Reallocation will be to continue shelter operations and to hire a per diem RN to plan and hold Street Outreach COVID vaccine clinics at Restoration CL shower g

ce and

House, Hope Center and Elijah House, along with Street O trailer and in known encampments in Lake County. The tar	utreach COVID vaccine clinics at the AHC
homelessness.	
The parties agree that all other terms and conditions of the effect.	original Agreement shall remain in full for
COUNTY OF LAKE	ADVENTIST HEALTH CLEAR LAKE HOSPITAL, INC.
<u> 289~</u>	Colleen Assavapisitkul
Board of Supervisors, Chair	Colleen Assavapisitkul, President
Date: 09/14/2022	Date:08/25/2022
APPROVED AS TO FORM:	ATTEST:
ANITA L. GRANT	SUSAN PARKER
County Counsel	Interim Clerk to the Board of Supervisors
By:	Tohanna Delong By Johanna Delong (Sep 15, 2022 08-46 PDT)
Date: $5-27-22$	Date: <u>09/15/2022</u>
11	



Amendment No. 2 TO THE AGREEMENT BETWEEN THE COUNTY OF LAKE - LAKE COUNTY BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE LAKE COUNTY CONTINUUM OF CARE AND ADVENTIST HEALTH CLEAR LAKE HOSPITAL, Inc. FOR FISCAL YEARS 2021-2022, 2022-2023, and 2023-24

This Amendment No. 2 to Agreement between County of Lake - Lake County Behavioral Health Services as Lead Agency for the Lake County Continuum of Care and Adventist Health Clear Lake for Fiscal Years 2021-2022, 2022-2023, and 2023-24 is made and entered into this 1 day of November 2023 by and between the COUNTY OF LAKE, a political subdivision of the State of California hereinafter referred to as "COUNTY," and Adventist Health Clear Lake, hereinafter referred to as "Contractor," collectively referred to as the "parties."

RECITALS

<u>WHEREAS</u>, the parties hereto have entered into an Agreement dated September 1, 2021 under which Contractor will provide Emergency Shelter and Rapid Rehousing services guided by California COVID-19 prevention and containment protocols; and

<u>WHEREAS</u>, the parties amended the Agreement dated February 1, 2022 to extend the contract terms by thirteen months with updated scope of services and budget;

<u>WHEREAS</u>, the parties desire to further amend the Agreement to adjust the termination date from September 30, 2023 to December 31, 2023 to accommodate payment provisions and funding of the grant; and

<u>WHEREAS</u>, the parties desire to move the categories of services from Rapid ReHousing to Emergency Shelter; and

WHEREAS, the parties desire to amend the Agreement to adjust the Budget, of adjusted scope of services.

NOW, THEREFORE, the parties hereto agree to the following Amendment to the Agreement:

- **A. Section 2 TERM**. This Agreement shall commence on September 1, 2021, and shall terminate on December 31, 2023, unless earlier terminated as hereinafter provided.
- **B. Section 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 Four Hundred Forty-Three Thousand Dollars. (\$443,000.00).

C. Exhibit B - FISCAL PROVISIONS

Section 4 - PAYMENT TERMS is hereby amended to read: The LCCoC has determined that Four Hundred Forty-Three Thousand Dollars (\$443,000) from the Emergency Solutions Grant Coronavirus (ESG-CV) grant, as administered by the County, has been allocated for Emergency Shelter and Rapid Rehousing, and for which Adventist Health Clear Lake Hospital, Inc. has been awarded. The County will distribute the funding in

Amendment No. 2 TO THE AGREEMENT BETWEEN THE COUNTY OF LAKE - LAKE COUNTY BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE LAKE COUNTY CONTINUUM OF CARE AND ADVENTIST HEALTH CLEAR LAKE HOSPITAL, Inc. FOR FISCAL YEARS 2021-2022, 2022-2023, and 2023-24

accordance to the parameters set forth by the California Department of Housing and Community Development (HCD).

D. EXHIBIT B - FISCAL PROVISIONS

Section 5 – BUDGET is hereby amended to read:

	Current		
Emergency Shelter	Allocation	NEW Allocation	
Operating Support for Elijah House	\$152,181.00	\$152,181.00	No Change
Operating Support for Hope Center	\$ 37,200.00	\$170,274.00	
Operating Support for Restoration House	\$-	\$ 90,537.00	
TOTAL Emergency Shelter	\$189,381.00	\$412,992.00	
	Current		
Rapid Rehousing	Allocation	NEW Allocation	
Rapid Rehousing Vouchers	\$ 70,611.00	\$-	
Emergency Housing Vouchers	\$ 50,000.00	\$-	
Hello, Landlord Mailings	\$ 3,000.00	\$-	_
TOTAL Rapid Rehousing	\$123,611.00	\$-	
Grant Administration	\$ 18,008.00	\$ 18,008.00	No Change
TOTAL Administration	\$18,008.00	\$ 18,008.00	
	Current		
Street Outreach	Allocation	NEW Allocation	
			No Chango
Vaccine Incentives	\$12,000.00	\$ 12,000.00	No Change
TOTAL Street Outreach	\$12,000.00	\$ 12,000.00	
BUDGET TOTAL:	\$343,000.00	\$443,000.00	

Amendment No. 2 TO THE AGREEMENT BETWEEN THE COUNTY OF LAKE -LAKE COUNTY BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE LAKE COUNTY CONTINUUM OF CARE AND ADVENTIST HEALTH CLEAR LAKE HOSPITAL, Inc. FOR FISCAL YEARS 2021-2022, 2022-2023, and 2023-24

The Parties agree that all other terms and conditions of the original Agreement shall remain in full force and effect.

COUNTY OF LAKE	ADVENTIST HEALTH CLEAR LAKE HOSPITAL, INC.
By: Chair Board of Supervisors	By: <u>Oleff Mock</u> Jeff, Mock Treasurer
ATTEST: SUSAN PARKER Clerk to the Board of Supervisors	APPROVED AS TO FORM: LLOYD GUINTIVANO County Counsel
By:	By:
///	
///	
///	

Recommended Changes to Governing By-Laws

The Executive Committee is the main decipher for the business of the Lake County Continuum of Care. There are basically three categories of business for the CoC, approving policies and procedures, fiscal duties which include approving grants, and minor action items such as letters of support and requests for data. Most action items can be completed at the regular Executive Committee monthly meeting, however there will be times when action items requested from the CoC will have time limitations.

To address actions with time restraints the LCCoC will do the following: 1.) the action must a minor business item, 2.) the request must be in writing (emails are acceptable) and sent to the Chair or Lead Agency Representative, 3.) A meeting notice is sent to the Executive Committee to be held in three days upon receipt of request and posted on the LCCoC Website to accommodate the Brown Act, (the meeting place will be a set location for consistency), 4.) Rough Drafts of letters will be prepared, and data gathered and distributed to the Executive Committee members in advance of the meeting, so that members will be ready to take action, 5.) The meeting is held to discuss and act on the minor action item, 6.) The General Members will be informed of the Action at the next General Meeting.



LCCoC Monitoring Work Plan and Best Practices

Monitoring Lake County Continuum of Care Homelessness Projects

This work plan outlines a series of policy, programmatic, and fiscal monitoring visits by the CoC/Lake County for all homelessness-funded agencies. When applicable, it will include an analysis of subrecipients and contracted programs.

Scope of Monitoring

The reviewed agencies and projects will include:

- List of LCCoC Program and HMIS Projects including but not limited to emergency shelter, homelessness prevention, rapid rehousing, transitional housing, supportive services, street outreach, permanent supportive housing, etc. and all state and federal funding sources.
- Subrecipients of the above programs.

The primary goals of monitoring visits are to:

- Fulfill the requirement of a grant recipient to monitor federal and state-funded recipients and subrecipients for homelessness services;
- Review agency documents and client files for compliance, and assist agencies in remedying any identified issues;
- Assist agencies in implementing compliant procedures and best practices;
- Improve program performance, effectiveness, and efficiency;
- Improve system performance by identifying barriers to effective program performance
- Increase knowledge and capacity among funded agencies and contract staff regarding compliance and financial management by federal and/or state funding source
- Identify opportunities and gaps for additional technical assistance training or one-on-one meetings regarding these topics

Areas of Review

- 1) Agency written policies and procedures to ensure compliance with state and federal requirements
- 2) Client file documentation of eligible participants and costs, including inspections, lead-based paint requirements, habitability standards/Housing Quality Standards (HQS), duplication of benefits documentation, Housing First Checklist, and other documents based on project type.



- 3) Agency use of funds, grant management, and fiscal practices
- 4) Agency adherence to HUD, State, and Local compliance and LCCoC contract.

Planning/Preparation for Each Project

To prepare for the monitoring visits, agencies will be asked to provide the CoC Performance Review Committee/Lake County with documents from their state and/or federally funded programs leading up to the meetings, including:

- Policies and procedures for each state and/or federally funded program;
- A sample of client files, including HMIS reports and other electronic files;
- For emergency shelters, HMIS, or other client records;
- Most recent Quarterly Performance Report/HMIS reporting for the program(s)
- Financial reports and associated backup documentation as they pertain to state or federal funds; and
- Any other documents necessary to verify contract compliance.

Desk/Onsite Monitoring

Representatives of the CoC Performance Review Committee will conduct programmatic and fiscal monitoring to assess compliance with HUD and ESG regulations and identify areas for improving program effectiveness and efficiency. Monitoring will include a desk review of each project's materials and files, including:

- Policies and procedures for each state and/or federally funded program;
- A sample of client files, including HMIS reports and other electronic files;
- For emergency shelters, HMIS, or other client records;
- Most recent Quarterly Performance Report/HMIS reporting for the program(s)
- Financial reports and associated backup documentation as they pertain to state or federal funds; and
- Any other documents necessary to verify contract compliance.

Onsite monitoring will include a review of the facilities to ensure they are compliant with safety standards, trauma-informed principles, Housing First, and Local, State and Federal Law. Onsite monitoring will be required for the programmatic and fiscal staff. Participants and stakeholders may request to be interviewed by the committee during this process.

Follow-up Plans for Agencies¹

¹ Note: The monitoring process may identify areas in which the project is not in compliance with HUD, state, and/or local regulations. This monitoring process is limited to target issues and a sample set of project documents and files, and therefore is not intended or represented as a complete review of all potential areas of concern or noncompliance.



Representatives of the CoC Performance Review Committee will follow up with each agency with a report to identify areas of strength/best practices, key concerns and requirements which have not been met, and describe any corrective action that should be taken. CoC Performance Review Committee may also include suggestions for general improvements, with the emphasis on correction and education. CoC Performance Review Committee will document any findings and proposed corrective actions for the agency.

In regards to ESG and ESG-CV, Lake County will oversee all monitoring activities and follow-up actions since they are the HUD Recipient.

Monitoring Process

- Send email to notify project, request materials, select a date
 - Provide a checklist of areas for monitoring
 - o Request materials 30 days in advance of monitoring
 - Phase I: Request policies
 - Phase II: Request random sample of approximately three project client files for review (or other materials in the case of shelters), including HMIS records
 - o Identify invoice line items (random, diverse selection) to review
 - o Review for HUD, ESG, State, Local, operational, and contract compliance
 - The roles of individuals who need to be available during monitoring
 - If onsite monitoring, requesting workspace during the monitoring and a private space for interviews. Additionally, arranging for an onsite tour of the applicable buildings.

Suggested Timeline

Activity	Timeline
Scheduling with Agencies and Documentation Request	 Agencies will have a review of performance aligned with expenditure reports due to the state per quarter Annual in-person review at the agency for all funding

Further, although the monitoring process is intended to identify areas of concern and non-compliance and suggest appropriate corrective action, taking action to address any such areas of concern remains the responsibility of the recipient and/or subrecipient.



Documentation Due	10-days prior to monitoring
CoC Performance Review Committee Preparation	
 Documents Checklist As well as monitoring checklists (i.e., required policies, documentation, fiscal practices) Performance Review Spreadsheet, including equity questions from the agency Expenditure Report Compliance Confirmation HMIS Performance Review Spreadsheet Compliance with Contract deliverables 	Checklists request one month before review Performance Spreadsheet with equity questions request one month before review date Lead Agency will be notified two weeks in advance of review date HMIS Administrator will be notified two weeks in advance of review date.
CoC Performance Review Committee Review of Agency Documentation	Twice a year, starting 6 months from project start
CoC Performance Review Committee Meet with Agency - Presentation from the agency being reviewed	Annually
CoC Performance Review Committee Present Findings to the CoC Executive Committee	Twice a year after documentation reviews
CoC requests data storytelling (i.e., the story behind the numbers) to be shared with the CoC Performance Review Committee	Data storytelling may occur in the quarter following the agency's yearly monitoring.



Poor Performance and/or Compliance Evaluation

If a project receives a poor evaluation the following steps will occur:

- 1.) The Performance Review Committee will meet with the Project Managers and create a Performance Improvement Plan.
- 2.) The Performance Review Committee will regularly monitor plan progress.
- 3.) If issues persist on evaluation quality the project will be referred to the Executive Committee.
- 4.) If the project evaluation remains poor the Project Managers will be approached about reallocation of funds.
- 5.) Entity's evaluation will be taken into consideration for all future funding application with the CoC.



LCCoC Grant and Appeal Process

Lake County Continuum of Care Request for Proposals

The Continuum of Care is an entity that can apply for funding for homelessness-funded programs from the United States Housing and Urban Development (HUD) Government Department and the State of California. Funding is made available through the Notices of Funding Availability (NOFA) announcements for state and HUD funded projects. Once we receive a notice the LCCoC then applies for funding for the CoC geographical area of Lake County. After we receive funding, the LCCoC then offers this funding to local entities through the Request for Proposals process.

Grant Types (Renewal, Reallocated, Expansion, New):

- Renewal grants represent previously funded projects that are requesting renewal funding.
- Reallocated grants represent previously funded projects that are not being submitted for renewal. The amount of the previous annual award will be available for new projects.
- New grants represent funding requests for new projects that do not have any historical performance information. These projects could be funded with Bonus or reallocated funds.
- Expansion grants are new funding requests to expand an existing project.

Request for Proposal Notice:

When funding is made available members of the LCCoC make informed decisions, based on need assessments, and allowed project types, how to allocate the funding. The Request for Proposal (RFP) is then written and submitted to the community. The RFP includes:

- Project Overview, which will describe allowable LCCoC Program and HMIS
 Projects including but not limited to emergency shelter, homelessness
 prevention, rapid rehousing, transitional housing, supportive services, street
 outreach, permanent supportive housing, etc.) and all state and federal funding
 sources.
- Eligible Subrecipients of the above programs.
- Conflict of Interest statement.
- Eligible Activities Details for the federal and state-funded recipients and subrecipients for homelessness services.



- Requirements for compliance.
- Application Proposal.
- Question and Answer Session.
- Application Deadline.
- Application Scoring.
- Grant Application Interview.
- Project Selection Process.
- Timeline.
- Terms and Conditions.

Application Proposal

The main body of the Request for Proposal is the Application Proposal, it includes:

1) Letter of Intent

- 2) <u>Executive Summary</u>: An overview of the entire project describing its most essential elements. The summary will include severity of need for the project. The summary will describe the project's objectives, activities, the basic scope of services, and intended results of the project. It should summarize how the proposal meets the RFP requirements and why the Service Provider is best qualified to perform the required work.
- 3) **Key activities:** Key activities will describe project activities and how they align with providing services, including how these services incorporate Housing First and Coordinated Entry System (CES). Details should range from the intake process through reporting on performance measures and include any inspections, lead-based paint requirements, habitability standards/Housing Quality Standards (HQS), and data requirements.
- 4) **Equity**: The proposal will address equity and how equitable services will be provided for the target population. The proposal should include a description of the organization's strategies to address inequities, processes to overcome barriers for underserved populations to meet equitable outcomes and include policies and procedures that address equity.
- 5) **Performance Measures:** The proposal will give a number value for the project's services, and for each performance measure it will describe how the project will meet those target performance measures. Additional



performance measures may be added, but at a minimum, the following performance measures must include:

- The anticipated number of people expected to serve with the proposed funding.
- The anticipated number of entries into the project through Street Outreach efforts.
- The anticipated number of unsheltered homeless persons served.
- The anticipated number of shelter beds.
- The anticipated average length of time spent as homeless before entry into the program or project.
- The anticipated number of homeless persons exiting the program or project permanent housing.
- The anticipated number of persons that return to homelessness after exiting the program or project.
- The anticipated number of households expected to increase monthly income.
- The anticipated percentage of the number of people participating in the annual Housing Inventory Count (HIC).
- The anticipated percentage of unduplicated persons in HMIS.
- Agency use of funds, grant management, and fiscal practices
- Agency adherence to HUD compliance and LCCoC contract.
- 6) **Evidence**-Based Practice: The proposal will detail which evidence based practices and models the services will be based upon, describing how best practices will be used to enhance services and meet benchmarks. This section should include applicant's policies and procedures for programs offered to persons experiencing or at risk of homelessness, which includes client eligibility criteria.
- 7) **Staffing:** The proposal will Include a list of personnel who will be directly assigned and a description of duties for the project.
- 8) **Budget & Budget Narrative**: The Request for Proposal will ask for a budget table. The table should lay out the expenses/capital over the period of the grant. The important categories will include personnel, fringe benefits, travel, equipment, materials/supplies, contracts, construction, professional development, indirect costs, direct service costs, and administrative costs. Line items should not vary more that 10% during operations without budget modification request, therefore, please plan accordingly.

The Budget Narratives requirements for the narrative are:



- Each budget narrative must correlate with the described specifications and activities identified in the grant.
- The budget narrative should break down costs for each of the major categories.
- Describe each line item in the budget table and show the calculations to derive the costs. Current Unit cost or forecasted cost should be included.
- Expenses should be justified in the context of the proposal.
- Justify the use of consultants and subcontractors with milestone dates and deliverables.
- Explain how indirect costs were calculated.
- Provide budget drawdown plans, utilization rate, and matching funds, by category breakdown.
- Each narrative should include agency assets and operation costs, and profit and loss statements.

Scoring Process

Under the Performance Review Committee, is the Grant Working Group, which tasks include reviewing the grant process, making recommendations for grant allotments, and selecting the Grant Scoring Team. The Grant Scoring Team has a minimum of three LCCoC members and is vetted for no conflicts of interest in the grant applicants they will be scoring.

The scoring rubric is posted with the NOFA and a link is provided, so that applicants can view the scoring rubric to understand how the written application will be scored. After proposals are determined to meet compliance, the proposals are sent to the Grant Scoring Team. The team will have five days to score the submitted Requests for Proposals. The scores must meet a minimum threshold for applicants to be invited to an interview. The CoC has set a total minimum score of 75% to be eligible for an award.

The Grant Scoring Team will interview applicants of the RFP, approximately a third of the total points available will come from the interview meeting. There are set rules for the interview process, which are given by the Lead Agency at the beginning of the interview. Once the interviews are completed the Scoring Team will combine both scores from the written proposal and the interview questions and send the scores directly to the Lead Agency Representative. The Lead Agency Representative then makes the recommendation to the Executive Committee, using the highest combined scores to the lowest score. The Executive Committee then determines the FRP award/s.



Timeline

Activity	Time Frame	
Local NOFA Released	Release date and 30 days till due date	
Grant Format Released	Up to one week after release	
Question and Answer Meeting	Held by two weeks after release date	
Submission Date	30 days from release	
Initial Review for Compliance	One to three days from submission date	
Written Application Scored	Five days from Initial Review	
Interviews for Passing Written Applicants	Three days after scoring completion	
Executive Committee Approval	One week after scoring and interview	
Letters Sent -Thanking or Intent to fund	One to three days after Exec Approval	
Appeal Date	Due one week after letter's sent	
Official Award Letter Sent	After appeal period	
Board of Supervisors Contract Approval	Within one month of Award Letter	
Disposition of Proposal and Contract		



Appeal Process

To appeal, an applicant must submit to the LCCoC, a written appeal which states all relevant facts, arguments, and evidence upon which the appeal is based. Furthermore, the applicant must provide a detailed reference to the area or areas of the application that provide clarification and substantiation for the basis of the appeal.

No new or additional information will be accepted, as this information may result in an advantage to the applicant. Once a written appeal is submitted to the LCCoC, no further information or materials will be accepted or considered thereafter.

Appeals can be submitted by email and must be submitted by the appeal deadline date. Appeals will then be reviewed and investigated by the Executive Committee. The Executive Committee will respond to the applicant's appeal within seven working days.

County of Lake & Lake County Continuum of Care

LOCAL HOMELESSNESS ACTION PLAN

June 2022

Acknowledgments

The Lake County <u>Local Homelessness Action Plan</u> was developed under the leadership of the Lake County Behavioral Health Services Department with the extensive cooperation and input of the membership of the Lake County Continuum of Care. They wish to thank all participating entities and individuals, particularly the elected county supervisors and its Administrative Officer who have supported this process as another step towards solving Lake County's homelessness problem.

Appendices

Map of California

Map of Lake County

Client Survey Results 2019

Lake County CoC 2022 HUD Point-in-Time Count Report

Lake County CoC 2021 Gap Analysis

SUMMARY

Purpose

This Action Plan is intended to provide the County of Lake and the Lake County Continuum of Care, respectively, with the data on what homelessness looks like in Lake County, information on available local resources, and the strategies identified locally to move all people needing assistance into permanent housing that is safe, decent and affordable.

Plan History

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

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

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

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

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

Current NPLH Program Status

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

HHAP Program

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

Round 1 of HHAP funding approved in 2020 provided \$445,266 and \$500,000, respectively, to the County of Lake and the Lake County Continuum of Care. The bulk of funding for both entities was allocated towards the establishment of Lake County's first year-round homeless shelter and navigation center at Clearlake at the county's southeast end which experiences the greatest identified homeless concentration. Eight percent of each allocation was dedicated towards youth homelessness as required. Round 2 funding approved in 2021 provided the county and its CoC with \$203,550 and \$250,000, respectively, allocated again towards the continuing operation of the homeless shelter successfully established with HHAP Round 1. Another eight percent as required was directed towards youth homelessness.

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

NEED for HOMELESSNESS ACTION PLAN

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

This Local Homelessness Action Plan for both the County of Lake and the Lake County Continuum of Care builds upon the original NPLH Housing Plan and is designed to meet both the regulatory requirements and the intent of the NPLH program along with the expanded requirements of the Homeless Housing, Assistance and Prevention Grant Program (HHAP). Local and tribal governments and Continuums of Care may access noncompetitive and/or competitive HHAP funding allocations through the CA Interagency Council on Homelessness (Cal ICH). The revised plan must be adopted by the Lake County Board of Supervisors and the Lake County Continuum of Care, respectively, as part of its applications for its noncompetitive allocations currently available. The HHAP program is on its third round of local allocations, and a fourth round is anticipated in the near future.

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

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

Those components are addressed in this plan. This document also includes information from and incorporates by reference other locally adopted documents that deal with homelessness and its prevention. These documents include the Lake County Housing Element of the General Plan adopted June 16, 2020 by the Board of Supervisors, the 2020 Lake County Continuum of Care Strategic Plan, its 2021 Community Survey which gathered information on desired services, and its 2021 Gap Analysis. The 2020 City of Lakeport Housing Element and the 2019 Clearlake Housing Element were also reviewed and are incorporated by reference as well. Further, this Action Plan contains information that can satisfy the requirements of other homelessness assistance and prevention programs offered through HCD, the U.S. Department of Housing and Urban Development (HUD) and other governmental agencies and private entities. It is the

intent of this plan to facilitate the provision of projects and programs within Lake County that will benefit its homeless and at-risk residents. The provided information also may serve as the starting point for other entities, particularly nonprofit groups working with special needs groups such as veterans, disabled and youth, to launch further detailed, targeted needs assessments that can result in new and successful funding pursuits and subsequent projects.

DEFINITION OF HOMELESSNESS

HUD Definition

The federal definition of "homelessness" originated with the McKinney-Vento Homeless Assistance Act of 1987, codified in 42 USC section 11371 et seq., the Public Health and Welfare Code. Although the various federal and state-funded programs can specify narrowed eligibility depending on the program's intent or targeted population, the definition of "homeless" as imposed by the U.S Department of Housing and Urban Development (HUD) and detailed in the Code of Federal Regulations (24 CFR section 578.3) provides for four categories of individuals and households:

Category 1-

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

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

Category 2-

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

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

Category 3-

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

- Have not had lease, ownership interest, or occupancy agreement in permanent housing at any time during last 60 days
- Have experienced two or more moves during last 60 days

Can be expected to continue in such status for an extended period of time because
of: chronic disabilities, OR chronic physical health or mental health conditions, OR
substance addiction, OR histories of domestic violence or childhood abuse
(including neglect) OR presence of a child or youth with a disability, OR two or more
barriers to employment

Category 4-

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

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

State of California Definition

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

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

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

- (1) An individual or family who:
 - (i) Has an annual income below 30 percent of median family income for the area, as determined by HUD;
 - (ii) Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "Homeless" definition in this section; and
 - (iii) Meets one of the following conditions:
 - (A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;

- (B) Is living in the home of another because of economic hardship;
- (C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days of the date of application for assistance;
- (D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;
- (E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons, or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;
- (F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
- (G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in recipient's approved Consolidated Plan;
- (2) A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or
- (3) A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 725(2) of the <u>McKinney-Vento Homeless</u> <u>Assistance Act (42 U.S.C. 11434a(2))</u>, and the parent(s) or guardian(s) of that child or youth if living with her or him.

This code section further defines those chronically homeless:

- (1) A "homeless individual with a disability," as defined in section 401(9) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(9)), who:
 - (i) Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
 - (ii) Has been homeless and living as described in paragraph (1)(i) of this definition continuously for at least 12 months or on at least 4 separate occasions in the last 3 years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive nights of not living as described in paragraph (1)(i). Stays in institutional care facilities for fewer than 90 days will not constitute as a break in homelessness, but rather such stays are included in the 12-month total, as long as the individual was living or residing in a

place not meant for human habitation, a safe haven, or an emergency shelter immediately before entering the institutional care facility;

- (2) An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or
- (3) A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

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

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

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

HUD CoC PIT and HIC Counts; Sheltered and Unsheltered Homeless

Since 2003 the U.S. Department of Housing and Urban Development (HUD) has required that each Continuum of Care conduct a PIT count, now on a locally chosen January day (exemptions may be granted for specific emergencies) each uneven numbered year. Lake County's CoC, established in 2014, conducted its first PIT count in 2015 and since has opted to conduct a PIT count annually. It therefore conducted a count in 2022; those results are included in this Action Plan. HUD also requires that

each CoC conduct an annual Housing Inventory Count (or HIC) which also is a point-intime inventory of provider programs providing beds and units dedicated to people experiencing homelessness (including permanent housing projects where residents were homeless at entry). Those provider programs are categorized by five types: Emergency Shelter, Transitional Housing, Rapid Rehousing, Safe Haven, and Permanent Supportive Housing.

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

- (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - (i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground.

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

Student Homelessness

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

- (A) means individuals who lack a fixed, regular, and adequate nighttime residence (within the meaning of section 103(a)(1)); and
- (B) includes--
 - (i) children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;*
 - (ii) children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings (within the meaning of section 103(a)(2)(C));

(iii) children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and

(iv) migratory children (as such term is defined in section 1309 of the Elementary and Secondary Education Act of 1965) who qualify as homeless for the purposes of this subtitle because the children are living in circumstances described in clauses (i) through (iii).

Summary

In summary, therefore, a homeless individual (or household) is defined as "an individual who lacks housing (without regard to whether the individual is a member of a family), including an individual whose primary residence during the night is a supervised public or private facility (e.g., shelters) that provides temporary living accommodations, and an individual who is a resident in transitional housing." A homeless person is an individual without permanent housing who may live on the streets or in the fields, be staying in a shelter, mission, single room occupancy facilities, abandoned building or vehicle, or be in any other unstable or non-permanent situation. An individual may be considered to be homeless if that person is "doubled up" or "couch surfing," terms that refer to a situation where individuals are unable to maintain their housing situation and are forced to stay with a series of friends and/or extended family members. In addition, previously homeless individuals who are to be released from a prison or a hospital may be considered homeless if they do not have a stable housing situation to which they can return. Migrant workers and their families who are temporarily without adequate housing are also considered homeless during that displaced period. A recognition of the instability of an individual's living arrangements is critical to the definition of homelessness.

LOCAL LANDSCAPE ANALYSIS

Lake County, California

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

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

Further, over the past several years a number of natural disasters have severely impacted Lake County and its residents. The 2015 Valley, Jerusalem and Rocky Fires resulted in the loss of almost 1,600 homes and devastated the communities of Middletown, Cobb, and Whispering Pines. Clayton Fire in 2016 resulted in the loss of an additional 250 homes in and around the Clear Lake/Lower Lake area. Again in 2017, the Sulphur Fire took another 158 homes in the Clearlake Oaks and Clearlake Park areas. Winter storms in 2018 pushed Clear Lake to its highest level since 1998, inundating homes, flooding streets and bringing some aspects of life in Lake County to a halt. In the City of Lakeport, a recreational vehicle/mobile home park that included about 35 units occupied mainly by Latino farm worker households, was destroyed and the residents were temporarily relocated to a formerly closed resort. Again in 2021 the Cache Creek Fire destroyed a portion of the unincorporated town of Lower Lake. That fire destroyed 56 homes, mostly mobile homes in a park occupied by low-income households. In all, approximately seven percent or 2,100 units of the county's housing stock have been lost over the past seven years. Many families were already living in poverty and the long term effects of losing their homes and property will continue to present the community with additional challenges, including homelessness.

Lake County Demographics

The U.S. Census Bureau provides the following estimates for July 2021:

Lake County total population 68,766			
Unincorporated	46,854		
City of Lakeport	5,135		
City of Clearlake	16,777		
Age and sex			
Persons under 5	4,057 (5.9%)		
Persons under 18	14,578 (21.2%)		
Persons 65 and over	15,885 (23.1%)		
Female persons	34,383 (50.0%)		
Race and Hispanic Origin			
White (not Hispanic or	Latino) 47,380 (6	88.9%)	
Black	1,444 (2	2.1%)	
American Indian, Alaska Native 3,094 (4.5%)		1.5%)	
Asian	963 (1	1.4%)	
Native Hawaiian, Pacif	ic Islander 206 (0	0.3%)	

Two or more races 3,232 (4.7%)
Hispanic or Latino (any race) 15,129 (22.0%)

Veterans 4,919

Number of Households 25,508 (2.48 persons/household)

Income and Poverty

Median household income \$49,254
Per capita income \$29,714
Persons in poverty 10,934

Children in poverty 4,370 (29.9%)

Health

Persons under 65 with disability 9,352 (13.6%)
Persons under 65 without health insurance 6,464 (9.4%)

Education

Persons 25+ with high school degree 59,276 (86.2%)
Persons with bachelor's degree or higher 11,484 (16.7%)

Housing

Number of units 34,274

Non-owner occupied units 11,071 (32.3%)

Median gross rent \$1,028

Homelessness in Lake County

Local governments data

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

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

average, communities had one to 1.5 percent of its population homeless at any given time. That amounted to 639-959 homeless persons within Lake County in 2008.

Lake County Continuum of Care Point-in-Time Count 2022

The CoC's January 27, 2022 PIT count documented 259 individuals in 242 households were unsheltered on that date. About one-third had a serious mental illness or substance use disorder. Fifteen persons were adult domestic violence survivors. Males outnumbered females by almost two to one. Only one person self-identified as transgender; no other persons self-identified as other LGBTQ. Only 50 percent of unsheltered persons were White non-Hispanic, although 12 percent classified themselves as Latino and a surprising 48 percent identified as Native American. Twenty-two percent of individuals described themselves as chronically homeless.

Nineteen of those 259 unsheltered individuals were minors, with 5 unaccompanied minors. Another 18 persons were unaccompanied youth ages 18 to 24. Of the 23 unaccompanied minors, 13 were male and 10 were female. None identified as LGBTQ. Two of these youth identified as Latino and 16, or 70 percent, identified as Native American. The remaining unaccompanied youth were White/non-Hispanic. None of these youth were identified to be chronically homeless.

Fourteen unsheltered veterans, all in single-person households, claimed to be U.S. veterans. Eleven of those were male. All were White/non-Hispanic except for two Native Americans. Nine veterans identified themselves as chronically homeless; none self-identified as LGBTQ.

The entire PIT count, plus HIC count, for 2022 is attached as Appendix .

Other Homeless Estimates

Overall community homelessness:

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

The affordable housing industry's accepted standard is that a community will have one to 1.5 percent of its population homeless at any given time. Based on Lake County's estimated 2021 population of 68,766, a conservative one percent, or an estimate of 688 homeless persons, can be used. This homeless number also corresponds closely with the 2018 CoC PIT count data and therefore appears reliable.

Veterans:

Another often-used estimate comes from the US Department of Veterans Affairs (VA). According to the VA, generally about one-fourth of the local homeless are veterans. This translates to 172 persons in Lake County if using the 688 homeless persons benchmark. About one-half, or 86, are Vietnam-era veterans, categorizing them as elderly. According to the US Interagency Council on Homelessness, about half of homeless veterans also have a mental illness, typically PTSD or bi-polar disorder. Three-fourths, or an estimated 129 homeless vets, have problems with alcohol, drugs and/or mental health. Therefore a reasonable assumption is that one-half of the county's homeless veterans likely have co-occurring disabilities or disorders.

Mentally III:

According to the US Interagency Council on Homelessness, about one-third of the homeless have untreated psychiatric illnesses. Using the 688 homeless persons estimate, Lake County may have about 229 mentally ill individuals who are homeless and not accessing services. As part of its mission, Lake County Behavioral Health Services provides recovery-oriented services that include assistance with establishing stable housing. Its 2020-2021 Mental Health Services Act Annual Update and Three-Year Program and Expenditure Plan specifies strategic actions in assisting county residents with mental illness, including those with co-occurring (mental health and substance use) disorders. It is also the lead agency for this Action Plan as well as the administrator for the Lake County Continuum of Care.

Chronically Homeless:

Although the VA estimates that at least one-third of homeless veterans meet the definition of chronically homeless, housing advocates use 25 percent as a rule of thumb for the number of chronically homeless among the homeless population. Using the same homeless number of 688 persons, therefore, provides an estimate of 172 persons who are chronically homeless. They are disabled by a mental or physical disorder, and they have been either homeless for a year or more or have had at least four episodes of homelessness in the previous three years. Of this subgroup, at least one-third are generally found to be severely mentally ill. Again, this translates to a current Lake County estimate of 57 persons who meet the NPLH target clientele of the chronically homeless mentally ill. This number is consistent with the 2022 CoC PIT count; data collected are just categorized differently.

Homeless Youth:

The Lake County CoC 2022 PIT count identified several unspecified households with a total of 19 minor children and five unaccompanied minor children as homeless. But according to the 2018 KidsData.org annual report from the Lucille Packard Foundation for Children's Health, Lake County in 2016 was fifth in the state with 10 percent of its public school students meeting the McKinney-Vento definition of homeless; California

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

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

PLAN DEVELOPMENT

Public and Agencies Input

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

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

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

Two surveys were designed and launched. The first survey was for persons in government service, public agencies, private organizations and healthcare working with the homeless, at-risk of homelessness, and the mentally ill, either directly as part of their assignments or through contact during the course of their work. The second survey

was directed to the consumer; this survey was completed by consumers/clients with or without the assistance of a provider. A copy of the two distributed surveys is contained in the appendix to this report.

The first survey was emailed to all contacts by the head of the county's Behavioral Health Services Department. The consultant later followed up with non-responders. Although not all agencies responded to the survey request, input in the NPLH plan was obtained from all the following over the course of development:

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

- Providers with experiencing providing housing or services to those who are chronically homeless
- Individuals self-identifying as mental health consumers

Client surveys were completed by 131 individual participants; some homeless encampment occupants were interviewed as well. The complete report dated November 2018 can be found as an appendix. This report contains data as well on the responders, including homelessness status. Client comments were further utilized to develop the goals and strategies of this housing plan. Please see the section on Quantifying the Homeless for a description of the client survey findings.

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

Over the past seven years, Lake County Behavioral Health Services, along with other public and private partners, has been conducting multiple planning activities concerning homelessness and housing needs. During each of these planning processes, outreach was done through community-wide annual *Soberest* events sponsored by Lake County Behavioral Health Services. Providers of homeless services in mental health/substance abuse along with consumers and staff of homeless services were interviewed. Findings were incorporated into the current 2021-2022 Mental Health Services Act Three Year Program and Expenditure Plan. This homelessness plan continues to build off these earlier MHSA activities.

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

Client Outreach Survey 2019

The following is an analysis of completed client surveys:

Overall client survey findings:

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

The specific key attributes of the population studied are:

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

Specific attributes:

The variations noted below could be used to target interventions.

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

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

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

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

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

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

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

PLAN ELEMENTS

Challenges and Barriers to Serving the Homeless

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

Lake County-specific challenges and barriers:

Lagging local economy

Lake County's unemployment rate, at about 8 percent, is higher than the state's 5 percent average. But that provides an incomplete picture. The county has one of the highest concentrations of elderly, with 25 percent ages 65+. Forty percent of these seniors qualify as low income, with 10 percent falling below the poverty level. In some areas of the county, including the City of Clearlake, up to 50 percent of the working age adults describe themselves as disabled and unable to work. One-fourth of all county households, and over one-third of households with minor children, also live below the poverty line.

Lack of affordable housing

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

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

Aging population

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

Lack of youth opportunities

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

Limited public transportation

Lake County is geographically huge. It can only be accessed by the outside world via two-lane roads over mountains. Within the county, car travel from the northwest town of Upper Lake not far from the Mendocino County line to the southeast town of Middletown not far from the Napa County line will take a full hour. California's largest natural lake, Clear Lake, sits in the middle of the county, with the cities of Lakeport and Clearlake along with several unincorporated towns along its shores. With 100 miles of shoreline, people must drive around the lake via shoreline highways even though one town may be less than one air mile from another across the lake. Although the county has a public

transportation system, the routes are infrequent due to funding and ridership constraints.

Lack of services and service providers

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

Seasonal and invisible homeless

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

Not understanding the need and issues

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

Local efforts to decriminalize homelessness:

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

Forensics Team

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

Outreach Program

The proposed Outreach Program will work to engage and stabilize homeless individuals living outside through consistent contact to facilitate and deliver health and basic needs services and secure permanent housing. This program, using California Emergency Solutions and Housing (CESH) Program funding passed through the Lake County CoC, will operate as an entry point into the coordinated entry system for unsheltered persons and works to locate, engage, stabilize and house chronically homeless individuals and families. The outreach team will identify individuals living on the streets, assess their housing and service needs, and facilitate connections to shelter, resources and services. The program includes a relationship with the local governments' code enforcement officials, helping to ensure that violations of local codes due to homeless persons seeking alternative methods of survival (such as encampments and unsafe housing conditions) are not criminalized, or that their criminal justice status is not ieopardized due to minor infractions.

Law Enforcement Education & Representation on the Continuum of Care

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

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

Partnership with Probation Department

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

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

Homeless Court

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

Coordinated Entry System:

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

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

For the past several years, Behavioral Health Services has been working on establishing a coordinated entry system as funded under a CA Department of Health Care Services' Whole Person Care grant program. That state program was originally designed to coordinate health, behavioral health and social services in order to improve the health outcomes of Medi-Cal beneficiaries who are high utilizers of the health care system. Through collaboration and coordination among county agencies, health plans, providers and other entities, the grantees were to design then develop the infrastructure and processes necessary to integrate and improve care for vulnerable local populations. At the end of 2021 Behavioral Health Services, as both County of Lake and the administrator for the Lake County Continuum of Care, contracted with Adventist Health Clear Lake to establish the HUB, an administrative center for the conceived communitywide coordination network modeled after the Pathways Community HUB vision. The HUB will provide the infrastructure that will continuously support and monitor local care coordination services as well as to provide community based organizations and health care providers with a single point of contact system. The HUB will then assign referred high-risk community members a specific "pathway" that addresses their individual risk factors and connects them to other appropriate agencies or programs that have the expertise and best practice services, supports and capacity to further serve them. In addition, the HUB will utilize the CoC's current HMIS to track served individuals and report outcomes. Behavioral Health Services anticipates the HUB will be functioning in the very near future.

Homeless Management Information System:

In 2017, Lake County Department of Social Services and North Coast Opportunities, a nonprofit agency serving Lake County as its community action agency, jointly invested in housing navigation software to support, coordinate and locate housing for homeless or at-risk of homelessness persons. Client support included case management, housing location services, and assistance in completing rental applications to move into housing and out of homelessness. This software has not been fully utilized as of this date due to limited staff and the funding to purchase additional components. Current users also complain that the maintenance of client confidentiality is a concern with this software. Therefore, its use across governmental and nongovernmental agencies has proven to be a problem. According to the 2017-2020 MHSA Three Year Program and Expenditure Plan, CES data indicate that services are not supporting households with behavioral health concerns to the same extent as other households not facing those challenges of serious mental illness. This certainly can be due to a variety of factors, including outreach efforts to this hard-to-reach special needs group.

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

Lake County Resources to Address Homelessness

Local government:

The county and its two cities all agree they do not have the resources to fully tackle the homelessness problem. Lake County Behavioral Health Services, in great part thanks to both the availability of MHSA funding and forward-thinking leadership, has taken the lead on behalf of the entire county to pursue the No Place Like Home funding and

develop much-needed permanent supportive housing for the chronically homeless mentally ill. All three governments have provided in their respective Housing Elements policies and goals to facilitate affordable housing, including emergency shelters, in cooperation with outside for-profit and nonprofit developers, by fast-tracking permits, allowing ministerial (over-the-counter) approvals of small board and care homes, and providing government surplus properties when suitable and available for affordable housing. Ministerial projects also skip public hearings where the "not in my back yard" affordable housing opponents have the opportunity to politically kill these projects. Therefore these governmental efforts can translate into huge financial contributions, often qualifying as required local match for some funding sources, towards housing projects that will make them feasible to develop.

Tribal governments:

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

Other State, Federal Agencies:

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

Nonprofits:

Local governments look to the nonprofit community to provide projects and programs the governments cannot provide because of limited staffing and funds. Another huge advantage in California is that nonprofit housing developers are generally exempt from the Article 34 referendum requirements. Article 34 was a 1950 voter-approved California constitutional amendment that states that no local government may "develop, construct or acquire" any "low-rent" housing "unless approved by a majority of qualified electors of the city, town or county" at the ballot box. By utilizing nonprofits as affordable housing developers, local governments can work towards meeting their state-mandated housing unit development goals without the trouble, and often impossible, task of convincing the local voters that housing is necessary, even when it's for the chronically homeless

mentally ill targeted by the NPLH program. Luckily for Lake County, the Rural Communities Housing Development Corporation (RCHDC), based in nearby Mendocino County, is a very experienced affordable housing developer with several Lake County projects in its extensive portfolio. The County of Lake has selected RCHDC to develop its first supportive housing project; almost half of the units will be funded through its No Place Like Home allocation for residency by chronically homeless mentally ill individuals and their families. The other units will be occupied by developmentally disabled adults.

Hospitals and Health Care Facilities:

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

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

Faith-Based Organizations:

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

Current housing projects and programs addressing homelessness

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

Rural Communities Housing Development Corporation, Ukiah

Bevins Court Apartments

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

Adventist Health Clearlake

Restoration House/Project Restoration, Clearlake

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

Lake Ministerial Association

Hope Harbor Warming Center, Lakeport (church facility)

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

Lake Family Resource Center

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

Domestic Violence Housing First

Victims are stabilized with housing then provided additional supportive services

Transitional Housing Program

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

Lake Community Pride Foundation

The Safe House, Clearlake

6-bed homeless youth emergency shelter

Redwood Community Services

The NEST (Nurturing, Education & Skills Training), Lower Lake

13-bed pregnant and parenting teen homeless shelter

Tule House

Residential rehabilitative facility for individuals recovering from drugs or alcohol abuse

North Coast Opportunities

New Digs Rapid Rehousing Program

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

Homelessness Action Plan Goals and Strategies

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

The greatest challenge to a "housing first" approach is the lack of available supportive housing units. In Lake County, RCHDS's 10-unit apartment project in Lakeport for persons with mental health issues is the closest, and only, project that might be considered a supportive housing project. Therefore, Lake County has the unique opportunity to literally build from the ground up.

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

Goals:

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

Strategies:

• Expand the CoC's role to include service as a Housing Task Force.

- Through the CoC, conduct regular and improved HUD-mandated Point-in-Time
 counts that thoroughly assess all homeless needs through extensive, bilingual
 English/Spanish outreach to all population segments, particularly those suspected of
 being undercounted due to location, language, age, fear of law enforcement or
 domestic violence, immigration status or identification as LGBTQ+.
- Conduct specific studies to definitively quantify the local number of homeless and atrisk of homeless special needs populations (i.e. veterans, LGBTQ+ adults and youth,
 domestic violence and trafficking victims, migrant workers, households with minor
 children including parenting youth, unaccompanied youth, the disabled and Native
 Americans not enrolled with a local tribe).
- Fully launch and implement the county's Coordinated Entry System to reduce service gaps and facilitate client access, particularly for special needs groups such as youth and non-English speaking households.
- Continue to require and improve the quality of use of its Homelessness Management Information System (HMIS) for all funded programs.
- Support the development of housing projects and programs that adopt the Housing First model and remove access barriers for special needs groups, particularly the chronically homeless and those exiting institutional settings or the foster care system.
- Support projects that meet all required federal, state and local habitability standards related to safety, sanitation, and privacy and have the highest likelihood of tenant access to and use of appropriate supportive services.
- Solicit and incorporate the input of the homeless and formerly homeless, including youth, especially in the design of programs and projects.
- Prioritize projects competing for finite funds by:
 - 1) their assistance to people with the most urgent and severe needs;
 - 2) developer's capacity to own and operate a permanent supportive housing project for the targeted tenants;
 - 3) the feasibility of the proposed supportive services plan, including coordination with the county and its partners (including CoC membership); and
 - 4) the developer proposes a financially feasible project with reasonable development and sustainable management costs.
- Assist as requested with the development of smaller board and care homes for specific target populations.

Homelessness Solutions

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

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

Its subsequent 2021 Gap Analysis also identifies local capacity development as a pressing need.

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

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



LOCAL HOMELESSNESS ACTION PLAN AND APPLICATION TEMPLATE

HOMELESS HOUSING, ASSISTANCE AND PREVENTION PROGRAM ROUND 4 (HHAP-4)

Revised October 21, 2022

Purpose of this Template

The California Interagency Council on Homelessness (Cal ICH) is providing this Local Homelessness Action Plan and Application Template as optional for use by jurisdictions seeking the disbursement of remaining funding under Round 4 of the Homeless Housing, Assistance and Prevention Program (HHAP-4). This Template is intended to support the development and submission of information required for approval by Cal ICH as required in AB 140 (Health & Safety Code § 50218.6, et seq.), collectively referred to as a Local Homelessness Action Plan.

This Template is also intended to support the streamlined presentation of application information to be agendized at a local governing board meeting and available for public comment as stated in Health and Safety Code Section 50220.8(b)(4). Statute does not require local governing boards to take action on or formally adopt the agendized content, however, local governments may choose to do so.

PART I: LANDSCAPE ANALYSIS OF NEEDS, DEMOGRAPHICS, AND FUNDING

This section provides a format for providing the following required information:

- (i) A **local landscape analysis** that assesses the current number of people experiencing homelessness and existing programs and funding which address homelessness.
- (ii) **Identification of the number of individuals and families served**, including demographic information and intervention types provided, and demographic subpopulations that are underserved relative to their proportion of individuals experiencing homelessness.
- (iii) Identification of funds, currently being used, and budgeted to be used, to provide housing and homelessness-related services to persons experiencing homelessness or at imminent risk of homelessness, how this funding serves subpopulations, and types of interventions funded.

PART II: OUTCOME GOALS AND STRATEGIES FOR ACHIEVING THOSE GOALS

This section of the Template provides applicants with a format for providing Outcome Goals, and strategies for achieving those goals, across the following performance measures:

- Reducing the number of persons experiencing homelessness.
- Reducing the number of persons who become newly homeless each year.
- Increasing the number of people exiting homelessness into permanent housing.
- Reducing the length of time persons remain homeless.
- Reducing the number of persons who return to homelessness within two years after exiting homelessness to permanent housing.
- Increasing successful placements from street outreach.
- Trackable data goals related to the Outcome Goals as they apply to underserved populations and populations disproportionately impacted by homelessness.

PART III: APPLICATION NARRATIVE RESPONSES

This section includes the required narrative responses for the HHAP-4 application. These narrative responses are to provide additional information on regional coordination, capacity building, and equity related efforts in alignment with local action plan goals and strategies.

PART IV: HHAP 4 FUNDING PLAN AND STRATEGIC INTENT NARRATIVE

This section provides a format for describing the specific allowable activities to be supported with HHAP-4 funds and for describing the strategic intent for investing HHAP-4 resources into those activities and the alignment of those investments with other funding investments.

APPLICANT INFORMATION

List the eligible applicant(s) submitting this application for HHAP-4 funding below and check the corresponding box to indicate whether the applicant(s) is/are applying individually or jointly.

Eligible Applicant(s) and Individual or Joint Designation

This application represents
☐ a **joint** application for HHAP-4 funding on behalf of the following eligible applicant jurisdiction(s):

Eligible Applicant Name						
Lake County						
Choose an item.						
Choose an item.						
Choose an item.						
Choose an item.						
Choose an item.						
Choose an item.						

Funds awarded based on this application will be administered by the following Administrative Entity:

Administrative Entity Information							
Administrative Entity:	Lake County Behavioral Health Services Department						
Contact Person:	Scott Abbott						
Title:	Housing Manager						
Contact Phone Number:	707-274-9101						
Contact Email Address:	Scott.abbott@lakecountyca.gov						

Agreement to Participate in HDIS and HMIS [50220.8(b)(3)(C)]

By submitting this application, we agree to participate in a statewide Homeless Data Integration System, and to enter individuals served by this funding into the local Homeless Management Information System, in accordance with local protocols.

PART I: LANDSCAPE ANALYSIS OF NEEDS, DEMOGRAPHICS, AND FUNDING

A. Landscape Analysis of Needs and Demographics [50220.8(b)(1)(A)]

Please use TABLE 1 in the HHAP-4 Data Tables Template to provide key data regarding people experiencing homelessness in your jurisdiction. An example can be seen below.

The information provided in Table 1 should reflect the most current Point In Time Count data available or your most current and accurate way of estimating the number and demographics of people experiencing homelessness on the day that you are preparing the data, which could rely on utilizing: data from the Homeless Data Integration System (HDIS); point-in-time count (PIT) data; Continuum of Care Housing Inventory Count (HIC) data; longitudinal systems analysis (LSA); HUD's Stella tools; as well as any recently conducted local needs assessments, analyses, or other data sources.

TABLE 1 (EXAMPLE ONLY)

No changes from HHAP-3

	People Experiencing Homelessness	Source and Timeframe of Data
Population and Living Situations		
TOTAL # OF PEOPLE EXPERIENCING HOMELESSNESS	721	HUD 2020 PIT Count
# of People Who are Sheltered (ES, TH, SH)	202	HUD 2020 PIT Count
# of People Who are Unsheltered	519	HUD 2020 PIT Count

B. Landscape Analysis of People Being Served [50220.8(b)(1)(B)]

Please use TABLE 2 in the HHAP-4 Data Tables Template to report the number of individuals and families served. The data provided within Table 2 should represent your most current and accurate way of estimating the annual number and demographics of people participating within or being served by the different intervention types, including subpopulations that are underserved relative to their proportion of individuals experiencing homelessness in the jurisdiction. It is important to note that intervention types are not mutually exclusive, and individuals and households may be counted in multiple categories.

Grantees are encouraged to utilize existing documentation, including but not limited to: data from the Homeless Data Integration System (HDIS); point-in-time count (PIT) data; Continuum of Care Housing Inventory Count (HIC) data; longitudinal systems analysis (LSA); HUD's Stella tools; as well as data from the CoC's local HMIS and any recently conducted needs assessments, analyses, or other data sources. An example can be seen below.

Table 2 uses the following abbreviations:

- PSH Permanent Supportive Housing
- RRH Rapid Rehousing
- TH Transitional Housing
- IH / ES Interim Housing or Emergency Shelter
- DIV Diversion Services and Assistance
- HP Homelessness Prevention Services and Assistance
- O/R Outreach and Engagement Services

TABLE 2 (EXAMPLE ONLY):

No changes from HHAP-3

	Permanent Supportive Housing (PSH)	Rapid Rehousing (RRH)	Transitional Hovsing (TH)	Intermin Housing or Emergency Shelter (IH / ES)		Outreach and Engagement Services (O/R)	Other: [Identify]	Source(s) and Timeframe (Data
Household Composition								
# of Households without Children	216	1230	654	6746		6123		FY 2020-21 LSA
# of Households with At Least 1 Adult & 1 Child	55	61	125	324		485		FY 2020-21 LSA
# of Households with Only Children	19							FY 2020-21 LSA

C. Landscape Analysis of State, Federal, and Local Funding [50220.8(b)(1)(C)]

Please use TABLE 3 in the HHAP-4 Data Tables Template to identify and document all budgeted funds for homelessness-related services and housing opportunities. Please include state, federal and local funds for current and future fiscal years that are dedicated to homeless specific resources (e.g., CoC, ESG, HHAP). Also please include homelessness dedicated vouchers, including Housing Choice Vouchers (HCVs), Emergency Housing Vouchers (EHVs), Family Unification Program (FUP) or HUD-VA Supportive Housing (HUD-VASH) vouchers. For those fund sources supporting voucher-based programs, indicate your best estimate of the dollar value of those vouchers in your community rather than the number of vouchers. Please include resources related to affordable housing financing dedicated to homeless units, including Homekey, NPLH and any other homeless specific capital resources. Please exclude resources related to funds applied for but not awarded, and vouchers, capital awards, and any other resources not specifically dedicated to people experiencing homelessness in your community.

This information should not focus on funding only being expended directly alongside HHAP funding, but should document the full range of funding being used within your jurisdiction's efforts to prevent and end homelessness while identifying the housing and services programming that is supported with those funds.

The "Total Amount" should include the total funds invested into homelessness interventions from that source of funding in each of the designated fiscal year(s). For the current Fiscal Year only, please also select all intervention types that apply and provide a brief program description, indicating services provided and subpopulations served.

Applicants should add as many rows as necessary to identify and document the full range of funding being used within your jurisdiction's efforts to prevent and end homelessness. An example can be referenced below.

Table 3: Landscape Analysis of State, Federal, and Local Funding (EXAMPLE ONLY)

REVISED since HHAP-3

Funding Program (choose from drop down options)	Fiscal Year (select all that apply)	Total Amor Invested in Homelessn Intervention	to ess # of Vouc			pported with Funding	Brief Description of Programming and Services Provided				ons Served oppriate population[s])	
	FY 2021-2022	\$ 20,00	0.00 n/a		Outreach and Engagement		Funds support 0.25 FTE of an Outreach and Housing Navigation	×		TARGETED POPULATIONS (please "x" all that apply)		
Other (enter funding source under dotted line)	FY 2022-2023	\$ 20,00	0.00 n/a	Private Funder(s)					ALL PEOPLE EXPERIENCING - HOMELESSNESS	People Exp Chronic Homelessness	Veterans	Parenting Youth
		\$	-	Filvate i dilidei(s)			position.			People Exp Severe Mental Illness	People Exp HIV/ AIDS	Children of Parenting Youth
Local business grant		\$	-							People Exp Substance Abuse	UnaccompaniedYouth	Other (please enter here)

PART II: OUTCOME GOALS AND STRATEGIES FOR ACHIEVING THOSE GOALS

HHAP-4 applicant jurisdictions are required to establish Outcome Goals for the progress that they will make in preventing and reducing homelessness over the three-year period of July 1, 2022 through June 30, 2025, informed by the findings from the local landscape analysis information completed above and the jurisdiction's base system performance measures from the 2021 calendar year data in the Homeless Data Integration System.

Please note that these Outcomes Goals are not intended to be related to HHAP-4-funded activities alone, but rather are intended to represent jurisdictional or system-wide goals for making progress on preventing and ending homelessness through the implementation of the full range of federal, state, and local funding sources and through many other kinds of strategies and activities.

HHAP-4 applicant jurisdictions must set goals for each of the following Outcome Goals:

- Reducing the number of persons experiencing homelessness.
- Reducing the number of persons who become newly homeless each year.
- Increasing the number of people exiting homelessness into permanent housing.
- Reducing the length of time persons remain homeless.
- Reducing the number of persons who return to homelessness within two years after exiting homelessness to permanent housing.
- Increasing successful placements from street outreach.

Further, applicant jurisdictions are required to establish Homeless Management Information System trackable data goals related to each of the Outcome Goals as they apply to underserved populations and populations disproportionately impacted by homelessness.

Cal ICH will provide applicant jurisdictions with baseline data on each of these measures. Grantees, in partnership with Cal ICH, will develop outcome goals established from the baseline data provided. Information on how these outcomes are being measured will be provided with the baseline data. Cal ICH will also provide grantees with quarterly HDIS data in order to monitor progress on outcome goals.

A. Outcome Goals [50220.8(b)(2)(A)]

Please use TABLE 4 in the HHAP-4 Data Tables Template to develop outcome goals. An example has been provided below.

Note: For the **Goal Statement** applicants should **only change the information in brackets, do not change any other wording in the goal statement except the information in brackets.** Please use the **Goal Narrative** section to explain key factors that helped determine the Outcome Goals being set, especially if the goals being set are not aligned with the directional intent of the Outcome Goals, e.g., if the goal is to reduce the <u>rate of growth</u> in the number of people who become homeless for the first time rather than the actual number of people who become homeless for the first time.

Table 4: Outcome Goals (EXAMPLE ONLY)

REVISED since HHAP-3

Outcome Goal #2: Reducing the number of	ss for the first time.								
Goal Statement: By the end of the performance period, HDIS data for the [name of CoC] will show [#] total people become homeless for the first time annually, representing [#] [fewer or more] people and a [%] [reduction or increase] from the baseline.									
Goal Narrative: [explain reasoning for setting this goal, especially if the goals being set are not aligned with the directional intent of the Outcome Goals]									
Danalina Dahar	Outcome	Goals July 1, 2022 - Jun	e 30, 2025						
Baseline Data: Annual Estimate of # of people who become homeless for the first time	Change as % of Baseline	Target Annual Estimate of # of people who become homeless for the time							
2,250 people annually* *Actual baseline to be provided by Cal ICH from HDIS: can use local data as placeholder in the meantime	20% reduction 1800 people annual								
Underserved Population	Describe Your Related Go is and Populations Disproportion		nelessness						
Describe any underserved and/ or disproper population(s) that your community will espective Outcome Goal and how this focus has been landscape assessment:	Describe the trackable data goal(s) related to this Outcome Goal:								
population in our CoC's geographic area, I approximately 42% of individuals who beco each year and approximately 44% of familia	Analysis of local data shows that while Black people represent 10% of the population in our CoC's geographic area, Black people represent approximately 42% of individuals who become homeless for the first time each year and approximately 44% of families with children who become homeless for the first time each year have a Black head of household.								

B. Strategies for Achieving Outcome Goals

In this section, applicants must describe actionable strategies they will implement to meet the Outcome Goals identified above.

Because individual strategies to address homelessness usually contribute to meeting more than one desired outcome, applicants are asked to identify the strategy and then to indicate all the outcome goals for which the strategy will help drive progress and to indicate if it will help drive progress on goals for underserved populations and populations disproportionately impacted by homelessness.

Please use TABLE 5 in the HHAP-4 Data Tables Template to document the strategies that will be implemented. An example has been provided below.

Applicants are expected to identify and describe local strategies that include but extend beyond the current and planned use of HHAP funding to be inclusive of, but not limited to, strategies for:

- Strategic uses of other sources of funding;
- Increasing investments into, or otherwise scaling up, specific interventions or program types;
- Strengthening the quality or performance of housing and/or services programs;
- Improving access to supportive services and/or physical health and behavioral health services;
- Expanding and strengthening cross-system partnerships and/or collaborative planning;
- Improving data quality, data systems, and/or data analyses to better inform decision-making;
- Building the capacity of homelessness response system to utilize resources, implement best practices, and/or achieve outcomes;
- Strengthening systemic efforts and processes, such as coordinated entry and assessment processes, landlord engagement
 efforts, housing navigation strategies, and other systemic improvements;
- Expanding and strengthening partnerships with people with lived expertise;
- Reaching underserved and historically marginalized communities and populations; and
- Other equity-focused strategies.

In describing these strategies, applicants are strongly encouraged to use and/or adapt content from:

- Current local strategic plans or actions plans for preventing and ending homelessness;
- Prior HHAP applications and reporting;
- Recent applications under HUD's Continuum of Care program; and/or
- Other relevant local policy documents or plans.

Table 5: Strategies to Achieve Outcome Goals (EXAMPLE ONLY) REVISED since HHAP-3

Strategy	Performance Measure to Be Impacted (Check all that apply)
Increasing investments into, or otherwise scaling up, specific interventions or program types	▼ 1. Reducing the number of persons experiencing homelessness.
Description Expand the supply of permanent supportive housing by utilizing funding from ABC Program to purchase and renovate 2 hotels to be operated as permanent supportive housing.	2. Reducing the number of persons who become homeless for the first time. 3. Increasing the number of people exiting homelessness into permanent housing.
Timeframe Be December 2023 Entities with Load Responsibilities	✓ 4. Reducing the length of time persons remain homeless. 5. Reducing the number of persons who return to homelessness
XYZ Houng Agency County of XYZ	after exiting homelessness to permanent housing.
Measurable Targets 85 additional permanent supportive housing units occupied by December 2023	Focused on equity goals related to underserved populations and populations disproportionately impacted by homelessness.

PART III. NARRATIVE RESPONSES

In preparing these narrative responses, applicants are strongly encouraged to use and/or adapt content from: their current local strategic plans or actions plans for preventing and ending homelessness; prior HHAP applications and reporting; their most recent applications under HUD's Continuum of Care program; and/or other relevant local policy documents or plans.

Private sector partners (philanthropy, local businesses, CBOs etc) Service providers (direct service providers, outreach, shelter providers, etc) Local governing boards People with lived experience Other (please explain) Click or tap here to enter text. People with lived experience Yes No Other (please explain) Click or tap here to enter text. People with lived experience Yes No Other (please explain) Click or tap here to enter text. Other (please specify) Click or tap here to enter text. Other (please explain) Click or tap here to enter text. Click or tap here to enter text. A. Please describe your most notable coordination and collaborative processes with these entities: Joint cooperation & participation with the Lake County Continuum of Care 220.8(b)(3)(B) and 50220.8(b)(3)(E)) My jurisdiction (e.g., City, County, CoC) is partnering or plans to use HHAP funding		Public agencies (governmental entities) ×	es 🗆 No		• • •	e explain)
Service providers (direct service providers, outreach, shelter providers, etc) Local governing boards Yes No Other (please explain) Click or tap here to enter text. People with lived experience Yes No Other (please explain) Click or tap here to enter text. Other (please specify) Click or tap here to enter text. Other (please specify) Click or tap here to enter text. Click or tap here to enter text. The providers is providers, etc. No Other (please explain) Click or tap here to enter text.			⊠ Ye	es 🗆 No	☐ Other	(please	e explain)
Click or tap here to enter text. People with lived experience Yes No Other (please explain) Click or tap here to enter text. Other (please specify) Click or tap here to enter text. Other (please explain) Click or tap here to enter text. a. Please describe your most notable coordination and collaborative processes with these entities: Joint cooperation & participation with the Lake County Continuum of Care		· ·		es 🗆 No	☐ Other	(please	e explain)
Other (please specify) Click or tap here to enter text. Other (please specify) Click or tap here to enter text.		Local governing boards	⊠ Ye	es 🗆 No			• •
Click or tap here to enter text.		People with lived experience	⊠ Ye	es 🗆 No			•
		. , , ,	□ Ye	es 🗆 No	☐ Other	(please	e explain)
artnership with:)22	Joint cooperation & participo 20.8(b)(3)(B) and 50220.8(b)(3)(E)] My jurisdict	ation v	vith the Lak	e Count	y Con	tinuum of Care
		ovnorionas				□ No	☐ Other (please explain) Click or tap here to enter text
aversiones		☐ PLANNED		☐ PLANNE	D		

Social services (CalFresh,		☐ Yes, informal partnering	□No	☐ Other (please explain)
Medi-cal, CalWORKs, SSI, VA Benefits, etc)	□ CURRENT	□ CURRENT		Click or tap here to enter text.
va beriellis, etc)	☐ PLANNED	☐ PLANNED		
		☐ HHAP Funds Support		
	This Partnership	This Partnership		
Justice entities		☐ Yes, informal partnering	□ No	☐ Other (please explain)
	□ CURRENT	□ CURRENT		Click or tap here to enter text.
	☐ PLANNED	☐ PLANNED		
	□ HHAP Funds Support	☐ HHAP Funds Support		
	This Partnership	This Partnership		
Workforce system		☐ Yes, informal partnering	□ No	☐ Other (please explain)
	□ CURRENT	□ CURRENT		Click or tap here to enter text.
	☐ PLANNED	☐ PLANNED		
	□ HHAP Funds Support	☐ HHAP Funds Support		
	This Partnership	This Partnership		
Services for older adults		☐ Yes, informal partnering	□ No	☐ Other (please explain)
	□ CURRENT	□ CURRENT		Click or tap here to enter text.
	☐ PLANNED	☐ PLANNED		
	□ HHAP Funds Support	☐ HHAP Funds Support		
	This Partnership	This Partnership		
Services for people with	🛮 Yes, formal partnering	☐ Yes, informal partnering	□ No	☐ Other (please explain)
disabilities	□ CURRENT	☐ CURRENT		Click or tap here to enter text.
	☐ PLANNED	☐ PLANNED		
	☐ HHAP Funds Support	☐ HHAP Funds Support		
	This Partnership	This Partnership		
Child welfare system	🛮 Yes, formal partnering	☐ Yes, informal partnering	☐ No	☐ Other (please explain)
	□ CURRENT	☐ CURRENT		Click or tap here to enter text.
	☐ PLANNED	☐ PLANNED		
	□ HHAP Funds Support	☐ HHAP Funds Support		
	This Partnership	This Partnership		
Education system		Yes, informal partnering	☐ No	\square Other (please explain)
	□ CURRENT	☐ CURRENT		Click or tap here to enter text.
	☐ PLANNED	☐ PLANNED		
	□ HHAP Funds Support	☐ HHAP Funds Support		
	This Partnership	This Partnership		
Local Homeless		\square Yes, informal partnering	□ No	☐ Other (please explain)
Coordinated Entry System	□ CURRENT	☐ CURRENT		Click or tap here to enter text.
	☐ PLANNED	☐ PLANNED		

					Ι		1		1
				upport		HAP Funds Support			
		Other (specify	This Partnership			artnership			-
)	Yes, formal po	_		es, informal partnering	□ No	Other (please explain)	
			☐ CURRENT			☐ CURRENT		Click or tap here to enter text.	
			☐ PLANNED] PLANNED			
			☐ HHAP Funds S	upport		HAP Funds Support			
			This Partnership		This P	artnership]
4.		service coordination, MOUs, funding a	etc.) greements,	service	e cod	ordination, HMI	S agre	, shared funding, data sharing ag ements ning its partnership, strategies, an	
	acro								7
		Managed care plans an		⊠ Yes		□ Data Sharing Ag	greement	**	
		(such as the Housing and Incentive Program [HHIP])		No			Click or tap here to enter text.	
		Physical and behavioral health care systems and resources		⊠ Yes		□ Data Sharing Ag	greement		
					No	Established		Click or tap here to enter text.	_
		Public health system and	resources	⊠ Yes		□ Data Sharing Agreement		**	
					No	Established		Click or tap here to enter text.	
		these partnerships	5.			n, planning, and/o	_	of data/information that is occurablished	ring within
5.	over	represented among res	idents experien with the equity-fo	cing ho	meles	sness have equitat	ole acce	ethnic/gender groups that are ss to housing and services. Note: tegies described in previous Parts,	
		 Disaggregating admir Modifying procureme Ensuring those with live Developing workgroup Other, please describe 	nt processes ed experience I os and hosting t	nave a r	ole in	program design, st	rategy c	levelopment, and oversight	

a.	Please describe the most notable specific actions the jurisdiction will take regarding equity for racial/ethnic/gender
	groups.

Quantifying then engaging special needs populations such as LGBTQ+ youth, veterans, Native Americans, undocumented migrants

6. [50220.8(b)(3)(G)] My jurisdiction (e.g., City, County, CoC) has specific strategies to prevent exits to homelessness from <u>institutional</u> settings in partnership with the following mainstream systems:

Physical and behavioral health		☐ Yes, informal	☐ Yes, leveraging	□ No	☐ Other (please explain)
care systems and managed care	partnering	partnering	funding		Click or tap here to enter
plan organizations					text.
Public health system		☐ Yes, informal	☐ Yes, leveraging	□ No	☐ Other (please explain)
	partnering	partnering	funding		Click or tap here to enter
					text.
Criminal legal system and system	🛛 Yes, formal	☐ Yes, informal	☐ Yes, leveraging	□ No	☐ Other (please explain)
for supporting re-entry from	partnering	partnering	funding		Click or tap here to enter
incarceration					text.
Child welfare system	🛛 Yes, formal	☐ Yes, informal	☐ Yes, leveraging	□ No	☐ Other (please explain)
	partnering	partnering	funding		Click or tap here to enter
					text.
Affordable housing funders and	🛛 Yes, formal	☐ Yes, informal	☐ Yes, leveraging	□ No	☐ Other (please explain)
providers	partnering	partnering	funding		Click or tap here to enter
					text.
Income support programs	🛛 Yes, formal	☐ Yes, informal	☐ Yes, leveraging	□ No	☐ Other (please explain)
	partnering	partnering	funding		Click or tap here to enter
					text.
Education system	🛛 Yes, formal	☐ Yes, informal	☐ Yes, leveraging	□ No	☐ Other (please explain)
	partnering	partnering	funding		Click or tap here to enter
					text.
Workforce and employment		☐ Yes, informal	☐ Yes, leveraging	□ No	☐ Other (please explain)
systems	partnering	partnering	funding		Click or tap here to enter
					text.
Other (please specify) Click or tap	☐ Yes, formal	☐ Yes, informal	☐ Yes, leveraging	□No	☐ Other (please explain)
here to enter text.	partnering	partnering	funding		Click or tap here to enter
					text.

- a) Please describe the <u>most notable</u> specific actions the jurisdiction will take to prevent exits to homelessness from institutional settings.
 - Establishment of whole county coordinated entry system. Launch anticipated early 2023.
- 7. [50220.8(b)(3)(H)] Specific and quantifiable <u>systems improvements</u> that the applicant will take to improve the delivery of housing and services to people experiencing homelessness or at risk of homelessness, including, but not limited to, the following:
 - (I) Capacity building and workforce development for service providers within the jurisdiction, including removing barriers to contracting with culturally specific service providers and building the capacity of providers to administer culturally specific services.
 - The CoC continues to strengthen its relationships with local tribal governments and Latino-centric community organizations and programs. These entities are currently active CoC participants. The CoC also has established an Equity Committee which is working towards a CoC-wide training for all participants on cultural appropriateness and the removal of cultural barriers.
 - (II) Strengthening the data quality of the recipient's Homeless Management Information System.
 - Lake Co Behavioral Health Services, the CoC's administrator, has hired an HMIS manager.
 - (III) Increasing capacity for pooling and aligning housing and services funding from existing, mainstream, and new funding.
 - Establishment of whole county coordinated entry system
 - (IV) Improving homeless point-in-time counts.
 - Utilization of HUD-provided consultant who is currently advising on best rural PIT count practices
 - (V) Improving coordinated entry systems to strengthen or streamline processes, to eliminate racial bias, to create a youth-specific coordinated entry system or youth-specific coordinated entry access points, or to improve the coordinated entry assessment tool to ensure that it contemplates the specific needs of youth experiencing homelessness.
 - Establishment of county's first coordinated entry system; creation of CoC youth advisory board

8. Response to this question is for informational purposes only – What information, guidance, technical assistance, training, and/or alignment of resources and programs should Cal ICH and other State Agencies prioritize to support jurisdictions in progressing towards their Outcome Goals, Goals for Underserved Populations and Populations Disproportionately Impacted by Homelessness, and/or would otherwise help strengthen local partnerships, coordination, planning, and progress toward preventing and ending homelessness?

Information, Guidance, and Technical Assistance

- ☑ Facilitation of planning processes and collaborative approaches among cross-agency and community-level partners
- □ Technical assistance related to goal setting (generally)
- ☑ Technical assistance related to goal setting in underserved/disproportionately impacted populations
- □ Technical assistance related to achieving outcome goals
- ☑ Technical assistance on implementing performance-based contracting
- □ Trainings on topics of equity

Alignment of Resources and Programs

In the space below, please describe what Cal ICH and other State Agencies should prioritize related to alignment of resources and programs, strengthening partnerships and collaborations, or any other ways that State can support communities' progress:

Provision of more rural-oriented best practices

PART IV. HHAP-4 FUNDING PLANS AND STRATEGIC INTENT

In TABLE 6 of the HHAP-4 Data Tables, applicants will describe the activities they intend to support with HHAP-4 funds by providing a Funding Plan list and in Table 7 will provide Demonstrated Need information when or Interim Housing will be supported with HHAP-4 funds. In each of these tables, applicants will include detailed information about all activities to be funded with their entire HHAP-4 allocation (initial and remainder disbursements combined).

1. [50220.8(b)(3)(A)] Funding Plan Strategic Intent - Enter your responses to this question in <u>Table 6</u> of the HHAP-4 Data Tables, adding rows as necessary.

For each of the Eligible Use Categories intended to be supported with HHAP-4 resources, please briefly describe:

- The activities to be supported with those resources, including the youth set-aside resources;
- How investing HHAP-4 resources into those activities represents a strategic use of HHAP-4 resources and will address needs
 and gaps within the jurisdiction's homelessness response system; and
- How decisions to invest HHAP-4 resources into those activities was informed by planned uses of other state, local, and/or federal funding sources within the jurisdiction (as documented in the Landscape Analysis within Part I).

NOTE: IF you are funding an <u>Interim Housing</u> activity with HHAP-4 funds (including existing interim housing), you must provide demonstrated need in **Table 7**.

Table 6: Funding Plan Strategic Intent (EXAMPLE ONLY)

REVISED since HHAP-3

Intended to be Supported	Approxmiate Percent of HHAP-4 Allocation to be Used on This Category (%)	dedicated as part of the	Activities to be Supported with HHAP-4	How is this a strategic use of HHAP-4 resources that will addres needs and gaps within the homelessness response system?	How were these decisions to invest HHAP-4 into these activities informed by the planned uses of other state, local, and/or federal funding sources (as documented in the Landscape Analysis in Part I)?
 Rapid rehousing 	30%	3%	Fund 30 RRH slots		
3. Street outreach	10%	0%	Fund .25 FTE of a new outreach worker		
8. Interim sheltering (new and existing)	60%	7%	Add 30 permanent beds to existing shelter.		
Total:	100%	10%			

Table 7: Demonstrated Need (EXAMPLE ONLY)

No changes from HHAP-3

Demonstrated Need	
# of available shelter beds	200
# of people experiencing unsheltered homelessness in the homeless point-in-time count	1000
Shelter vacancy rate (%) in the summer months	13%
Shelter vacancy rate (%) in the winter months	7%
% of exits from emergency shelters to permanent housing solutions	60%
Describe plan to connect residents to permanent housing.	
The Emergency Shelter has partnered with the local NPLH project opening in October 2022 to move parti supportive housing as quickly as possible. In addition, the County and CoC have jointly funded a landlor is building connections and making it easier to utilize a rapid rehousing model by moving emergency shopermanent housing.	d engagement program tha

2. [50220.8(b)(3)(A)] Please describe how the planned investments of HHAP-4 resources and implementation of the activities to be supported will:

- Help drive progress toward achievement of the Outcome Goals and Goals for Underserved Populations and Populations
 Disproportionately Impacted by Homelessness (as identified in Part II above).
 - More thorough HUD PIT counts; improved outreach among underserved populations; increased affordable housing opportunities.
- Help address racial inequities and other inequities in the jurisdiction's homelessness response system.
 - Including the above, participation in the county's new CES will help address any current inequities.
- Be aligned with health and behavioral health care strategies and resources, including resources of local Medi-Cal managed care plans.
 - The county's new CES fully involves all local public and private health care entities, including the local Medi-Cal managed care plan provider.
- Support increased exits to permanent housing among people experiencing homelessness.

Increased funding for Rapid Rehousing; help develop local capacity for increased housing funding and housing units development.