

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE
LAKE COUNTY CONTINUUM OF CARE AND REDWOOD
COMMUNITY SERVICES
FOR FISCAL YEAR 2026/27, 2027/28 and 2028/29**

This Agreement is made and entered into by and between the County of Lake, whose Department of Behavioral Health Services is the Administrative Entity of the Lake County Continuum of Care, hereinafter referred to as “County,” and Redwood Community Services hereinafter referred to as “Contractor,” collectively referred to as the “parties.”

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

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

WHEREAS, the LCCoC issued the Lake County Continuum of Care Request for Proposals (2026), Lake County Interim Housing and Sheltering Project, to secure continued operation of a 24/7 low-barrier emergency shelter and integrated housing and supportive services using Homeless Housing, Assistance and Prevention (HHAP) and other eligible LCCoC-administered funding; and

WHEREAS, Contractor, a nonprofit organization, responded to that Request for Proposals for the Xamitin Haven project and is well-qualified to provide year-round emergency shelter, Housing First-aligned engagement, housing navigation, case coordination, benefits support, stabilization services, and related supportive services; and

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

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

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to County the services described in the “**Scope of Services**” attached hereto and incorporated herein as **Exhibit A** at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and **Exhibits A/B/C/D**, the Agreement shall prevail.

2. TERM. This Agreement shall commence on **August 1, 2026**, and shall terminate on **June 30, 2029**, unless earlier terminated as hereinafter provided. In the event County desires to temporarily continue services after the expiration of this Agreement, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.

3. COMPENSATION. Contractor has been selected by County to provide the services described hereunder in Exhibit A, titled, “Scope of Services.” Compensation to Contractor shall not exceed Six Hundred Twelve Thousand, Forty-One Dollars (\$612,041.00).

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

4. TERMINATION.

Notwithstanding any other provision in this Agreement, this Agreement may be terminated by mutual consent of the parties or by County upon 30 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.

In addition to any other remedies available under this Agreement or applicable law, County may, at its sole discretion, take one or more of the following actions in response to Contractor’s noncompliance with or breach of this Agreement:

- a. Require Contractor to submit and implement a corrective action plan (CAP);
- b. Require additional training, supervision, or technical assistance;
- c. Suspend referrals or authorization of services;
- d. Withhold, delay, or deny payment for services;
- e. Disallow costs and recoup funds previously paid to Contractor and not used for services specifically outlined in Exhibit A of this Agreement; and/or
- f. Terminate this Agreement upon fifteen (15) days written notice to Contractor.

The exercise of any of the above remedies shall not preclude County from exercising any other rights or remedies available under this Agreement or at law.

Upon termination, Contractor shall be paid a prorated amount for the services provided up to the date of termination. Within thirty (30) days of the effective date of termination, Contractor shall:

- a. Submit all financial documents for the effective period of this Agreement, including but not limited to, invoices, canceled checks, bookkeeping records, financial ledgers, and bank records;
- b. Return any payments received that are above and beyond said prorated amount based on the results of an audit by County of said financial documents.

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

6. NOTICES. All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with the United States Post Office for

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delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

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

Redwood Community Services
PO Box 2077
Ukiah, CA 95482

Attn: Victoria Kelly, LCSW
Chief Executive Officer

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

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

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

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

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

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COUNTY OF LAKE

REDWOOD COMMUNITY SERVICES

Chair
Board of Supervisors

Victoria Kelly
Chief Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:
LLOYD GUINTIVANO
County Counsel

ATTEST:
SUSAN PARKER
Clerk to the Board of Supervisors

By:  _____
Digitally signed by Lloyd C. Guintivano
DN: cn=Lloyd C. Guintivano, o=US,
ou=County of Lake, ou=Office of the County
Counsel,
email=Lloyd.Guintivano@lakecountycal.gov
Date: 2025.07.20 16:45:29 -0700

By: _____

Date: July 20, 2026

Date: _____

LAKE COUNTY CONTINUUM OF CARE

Bruno Sabatier, Chair
Lake County Continuum of Care

Date

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EXHIBIT A – SCOPE OF SERVICES

- 1. CONTRACTOR’S RESPONSIBILITIES.** Contractor shall continue operation of Xamitin Haven as a year-round, low-barrier emergency shelter and integrated housing and supportive services project.
- 1.1 Contractor shall provide a safe place for persons in a 24/7 emergency shelter located in the former County juvenile hall at 1111 Whalen Way, Lakeport, CA 95453, during the term of this Agreement and subject to available funding. Services are guided by the Homeless Housing, Assistance and Prevention Program (HHAP), applicable LCCoC standards, the Emergency Shelter provisions of California Government Code section 65583, 24 CFR 576.403, Housing First principles, and all other applicable federal, state, and local requirements.
- 1.2 Contractor shall operate Xamitin Haven as a low-barrier, Housing First-aligned shelter serving adults experiencing unsheltered or chronic homelessness in Lake County, including individuals discharging from hospitals, jails, treatment programs, or other institutional settings who would otherwise return to homelessness. Shelter access shall not be conditioned on sobriety, treatment participation, income, documentation status, housing readiness, or participation in supportive services, except for basic safety-focused expectations necessary to maintain a shared living environment.
- 1.3 Contractor shall provide shelter access and supportive services in a trauma-informed, harm-reduction, culturally responsive, and participant-driven manner that prioritizes safety, dignity, choice, continuity of care, and sustained engagement.
- 1.4 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 termination of this Agreement by County.
- 1.5 Contractor agrees to extend to County, LCCoC, or their designee the right to review and monitor all records, programs, or procedures at any time related to clients and the overall operation of Contractor’s programs to ensure compliance with this Agreement.
- 1.6 Contractor shall prioritize assistance to homeless individuals and families over assistance to individuals and families at risk of homelessness, consistent with applicable funding requirements.
- 1.7 Contractor shall ensure that the Lake County Continuum of Care (LCCoC) logo is included on flyers, handouts, and advertising materials for projects or events that LCCoC contributes to through funding under this Agreement.
- 1.8 Contractor shall notify County about any change that may affect Contractor’s eligibility or ability to provide services, including but not limited to changes in licensing, certification, ownership, key project contacts, or service location.

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1.9 Facility Maintenance Responsibilities. Contractor shall be responsible for routine janitorial and grounds maintenance at the facility. Contractor shall not use the facility or facility grounds for any purpose unrelated to the provision of services described herein.

1.10 Cost of Utilities. Contractor shall be responsible for utilities, including water, sewer, electricity, phones, internet, and other operational utility costs unless otherwise agreed in writing by County.

1.11 Damages. Any damages to the facility or facility grounds shall be promptly reported by Contractor to LCBHS. The cost of repairs for damages resulting from or related to Contractor's use of the property located at 1111 Whalen Way in Lakeport, CA 95453 shall be the responsibility of Contractor. County shall remain responsible for repairs related to structural components and building systems that have reached or exceeded their useful life, as further described in Section 2.2. Prior to undertaking repairs, Contractor shall contact County for approval of the plan for and method of repair.

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

1.13 Injury/Harm to Persons. In addition to taking necessary and advisable measures to ensure the care and safety of persons at the facility, including contacting emergency/medical personnel and/or the Lake County Sheriff as applicable, Contractor shall ensure that any injury or harm to Contractor's staff or to any person staying at the facility is reported to LCBHS as soon as practically possible.

1.14 Contractor shall ensure clients are informed of program rules, participant rights, eligibility for services, grievance procedures, and the HMIS Privacy Statement. Participation in supportive services shall be voluntary; however, Contractor shall collect and report data required by the funding source and LCCoC, subject to applicable confidentiality and participant choice standards.

1.15 All grievances and complaints received by Contractor must be addressed by Contractor, including a log identifying when the grievance was received, investigation or action taken, and date the person making the grievance or complaint was notified of the result. This process must be completed within 30 days unless the matter requires expedited resolution. The person making the grievance or complaint may appeal the decision to LCCoC, who will have two weeks to respond. Grievance forms will be posted for easy access. Contractor shall not discourage the filing of grievances, and clients do not need to use the term "grievance" for a complaint to be captured as an expression of dissatisfaction.

2. COUNTY OF LAKE RESPONSIBILITIES

2.1 Use of County Facility. County of Lake shall provide a portion of the County-owned premises known as the Lake County former Juvenile Home facility at 1111 Whalen Way, Lakeport, CA 95453, for use as a temporary emergency shelter, as described in Exhibit E attached hereto and incorporated herein by reference.

2.2 Facility Maintenance. County of Lake shall be responsible for maintenance, repair, and, when applicable, replacement of infrastructure of the facility and facility grounds at 1111 Whalen Way that have exceeded their life-cycle. This includes, but is not limited to, plumbing, electrical, major appliances, sewer, and structural components. Responsibility for payment for

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repairs resulting from building systems reaching or exceeding their life-cycle shall be borne by County. Responsibility for payment for repairs resulting from operational damages shall be borne by Contractor. Grounds shall be maintained by Contractor as routine maintenance but shall not be renovated or disturbed without County approval.

3. DESCRIPTION OF SERVICES.

3.1 Contractor shall provide 24/7 emergency shelter operations and services daily. This includes 35 shelter beds open without discrimination and operated in a manner that supports safety, dignity, and access for eligible participants.

3.2 Contractor shall serve adults experiencing unsheltered or chronic homelessness, with prioritization for individuals with high acuity, disabling physical or behavioral health conditions, advanced age, extremely low or fixed incomes, and individuals discharging from hospitals, jails, treatment programs, or other institutional settings who would otherwise return to homelessness. Transition-age youth under age 24 who meet program eligibility may be served consistently with adult shelter operations and applicable funding requirements.

3.3 Contractor shall provide basic needs support, including meals, a clean bed, hygiene facilities, safety monitoring, and access or referrals to clothing, benefits, food, transportation, and other stabilization resources.

3.4 Contractor shall provide low-barrier, voluntary, participant-driven supportive services, including housing navigation, housing problem solving, case coordination, benefits support, peer support, housing stabilization, and referrals or linkages to medical care, behavioral health care, substance use disorder services, social services, employment or education supports, and other community resources.

3.5 Contractor shall braid LCCoC/HHAP shelter funding with Medi-Cal CalAIM services, when available and eligible, including Enhanced Care Management and Community Supports such as Housing Navigation, Short-Term Post-Hospitalization Housing, housing deposits, housing tenancy and sustaining services, and stabilization services. Contractor shall track braided funding in a manner that prevents duplicate billing or claiming for the same cost.

3.6 Contractor shall support continuity of care for individuals who remain unsheltered, exit shelter, or are not ready or able to remain onsite but wish to continue engagement with services. Housing navigation and stabilization supports may continue beyond a shelter stay when allowed by funding and program requirements.

3.7 Contractor shall participate in Coordinated Entry System (CES) activities as a Coordinated Entry Access Point, including Housing Problem Solving interviews, CES enrollment or updates when appropriate, exit assessments, referral coordination, and participation in LCCoC Housing Navigation case conferencing. Contractor shall follow CES procedures contained in LCCoC policy and any applicable CES Memorandum of Understanding when established.

3.8 Contractor shall use a structured intake and prioritization process that incorporates the LCCoC Coordinated Entry prioritization tool for access to open shelter beds. The tool shall be used to prioritize access based on community-defined vulnerability factors, including current living situation, duration of homelessness, health and behavioral health needs, age, income, and

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other indicators of vulnerability, rather than as a barrier to shelter eligibility. Contractor shall not maintain practices that leave beds vacant when eligible individuals are seeking shelter.

3.9 Contractor shall coordinate with hospitals, jail, treatment programs, probation and parole organizations, outreach teams, healthcare providers, behavioral health providers, benefits eligibility workers, CoC-funded providers, and other community partners to prevent discharge to homelessness, promote warm handoffs, support documentation and eligibility work, and improve exits to permanent housing.

3.10 Contractor shall support onsite and community-based partnerships that promote stabilization and engagement, including healthcare and benefits access. Contractor shall continue to participate in CoC meetings, committees, and case conferencing and shall share data insights and operational feedback regarding shelter utilization, engagement patterns, barriers to housing exits, and system gaps as requested by County or LCCoC.

3.11 Contractor shall ensure equity in services for Native American, Indigenous, Latinx, Black, elderly, youth, disabled, veteran, LGBTQ+, and other traditionally underserved populations in a culturally respectful manner. Contractor shall use trauma-informed care, harm reduction, de-escalation, cultural responsiveness, and data-informed review to support fair access and outcomes.

3.12 Contractor shall provide Street Outreach support during the Lake County Continuum of Care's annual Point-in-Time Count and Housing Inventory Count activities, as applicable to the project.

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

4.1 Compliance with reporting requirements including as follows:

- Expenditure Reports and submission of monthly financial statements;
- Homeless Management Information System (HMIS) data requirements;
- Coordinated Entry System requirements;
- Housing Problem Solving and case conferencing participation;
- Reporting on numbers served, including duplicated and unduplicated persons, shelter utilization, age, gender/sex, race, ethnicity, disability, veteran status, youth served, exits to permanent housing, and other measures requested by County or LCCoC.

4.2 Meeting expected targeted numbers during the applicable funding period as follows:

- 35 shelter beds;
- Approximately 250 unduplicated individuals served across shelter and supportive service components;
- Approximately 120 shelter guests served;
- Approximately 150 households served through housing navigation;
- Approximately 40 households served through housing stabilization;
- Approximately 200 individuals served through Enhanced Care Management, when eligible and available through CalAIM or other braided funding;
- Approximately 40 exits to permanent housing;

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- 100% participation in the annual Housing Inventory Count for shelter guests present on the count night, subject to voluntary survey participation;
- Maintain HMIS data quality and data completeness consistent with LCCoC standards, with an anticipated 97-98% unduplicated persons in HMIS and no less than the minimum standard required by LCCoC;
- Track and report youth under age 24 served and youth-related expenditures as required by HHAP or other applicable funding requirements.

4.3 Contractor shall meet with LCCoC on a quarterly basis to discuss performance measures and financial status as listed in sections 4.1 and 4.2.

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

5.1 Contractor agrees to acquire and/or maintain required HMIS license(s) and all required trainings to maintain license(s). Contractor will follow HUD HMIS data standards procedures as contained in LCCoC policy, including timely data entry, accurate and complete data, data collection methodology, user training, required reporting, and Homeless Count participation.

5.2 All entry of data into HMIS shall be completed within five (5) business days of the event that generated the data collection, including participant intake, entry and exit from program, and required annual updates for participants served for longer than one year.

5.3 Contractor shall maintain 95% or higher data completeness and quality unless a more stringent LCCoC standard applies. Contractor shall notify the HMIS Administrator of any HMIS user departing their HMIS role within 24 hours of departure.

5.4 Contractor shall provide quarterly reporting and any other required reporting, including fiscal and narrative reporting on program progress, shelter utilization, HMIS and CES activity, Housing Problem Solving activity, case conferencing participation, number of persons served, exits to permanent housing, returns to homelessness, youth served and youth expenditures if required, and other performance measures requested by County or LCCoC.

5.5 All expenditure reports shall include an itemized breakdown of contract expenditures, monthly financial reports submitted with monthly invoices, and progress on performance measures established in this Exhibit to evaluate success in implementing eligible activities.

6. RECORDS RETENTION.

6.1 Contractor shall prepare, maintain, and/or make available to County upon request all records and documentation pertaining to this Agreement, including financial, statistical, property, recipient, service, HMIS, CES, 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.

6.2 Contractor shall maintain books, records, documents, and other evidence demonstrating that funding was used for the appropriate purposes described in this Scope of Services and Fiscal Provisions.

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

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EXHIBIT B – FISCAL PROVISIONS

1. CONTRACTOR’S FINANCIAL RECORDS. Contractor shall keep and maintain all 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. Contractor shall produce said financial records within fifteen (15) days upon receipt of a written request by the County.

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.

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

2.3 Contractor shall bill County on or before the fifteenth (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

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representatives, shall be paid to Contractor immediately after the Agreement is reached by the two representatives.

3. AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS.

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

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

3.3 Contractor shall reimburse County for all audit exceptions within 30 days of written demands or shall make other repayment arrangements subject to the approval of County.

4. PAYMENT TERMS. The LCCoC has determined that Six Hundred Twelve Thousand, Forty-One Dollars (\$612,041.00) in Homeless Housing, Assistance and Prevention (HHAP) and/or other eligible LCCoC-administered funds has been allocated and awarded to Contractor for the Xamitin Haven emergency shelter and integrated housing and supportive services project. County will distribute funding in accordance with applicable HHAP, LCCoC, County, State, and Federal requirements.

4.1 Following full execution of this Agreement, County will provide funding on a reimbursement basis in an amount not to exceed Six Hundred Twelve Thousand, Forty-One Dollars (\$612,041.00). Contractor anticipates drawing down funds in a planned and consistent manner, averaging approximately \$50,000 per month beginning around October 2026, with funds expected to support active project operations through approximately September or mid-October 2027. Monthly payments may vary based on actual allowable costs billed and shall not exceed the total compensation amount stated in this Agreement.

4.2 Any grant funds that have not been expended by the applicable expenditure deadline must be returned to County or otherwise handled as directed by County and the funding source.

4.3 At the time of invoice, Contractor shall submit a monthly report accounting for expenditures and supporting documentation sufficient for County to determine allowability, allocability, and reasonableness of costs.

4.4 Contractor shall not deviate expenditures from the approved budget by more than 10% within a budget category without prior written approval from County and, when required, a contract amendment.

4.5 Contractor shall maintain financial records sufficient to identify braided funding sources and shall not duplicate bill or seek reimbursement from County/LCCoC for costs reimbursed through Medi-Cal CalAIM Enhanced Care Management, Community Supports, private contributions, or any other funding source.

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5. BUDGET. Contractor has submitted a proposed budget and budget narrative within the accepted proposal. Contractor shall be compensated only for allowable expenses included in the approved budget and consistent with this Agreement. Modification to the budget must be approved in advance by County.

5.1 County will allow invoicing and payment flexibility within approved budget categories, subject to allowability, documentation, funding requirements, and the 10% budget modification threshold.

5.2 The approved budget table is attached below and incorporated into this Agreement by reference. The budget table reflects the Xamitin Haven Emergency Shelter & Support Services braided project financial projection for July 2026 through June 2029, including shelter expenses proposed to be paid by LCCoC funding, support services/STPHH expenses paid by braided funding sources, projected income from braided sources, and projected unfunded shelter expenses.

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Redwood Community Services					
Xamitin Haven Emergency Shelter & Support Services (Braided Project)					
July 2026 - June 2029 Financial Projection					
BUDGET PROJECTION: EXPENSES OF BRAIDED PROJECT					
Financial Element	Description	7/26-6/27	7/27-6/28	7/28-6/29	3 Year Total
Shelter Personnel:		Proposed paid by LCCoC Funding (HHAP or other source)			
Program Manager	30%% FTE; \$89,000+ annually	26,700.00	27,501.00	28,326.03	82,527.03
Program Supervisor	60% FTE; \$76368+ annually	45,820.80	47,195.42	48,611.29	141,627.51
Peer Support Counselor	550% FTE; \$22+/hr	251,680.00	259,230.40	267,007.31	777,917.71
Program Analyst (HMIS)	25% FTE; \$24+/hr	12,480.00	12,854.40	13,240.03	38,574.43
Maintenance	20% FTE; \$29+/hr	12,064.00	12,425.92	12,798.70	37,288.62
Direct Administrative Support	15% FTE; \$29+/hr	9,048.00	9,319.44	9,599.02	27,966.46
	Total Wages	357,792.80	368,526.58	379,582.38	1,105,901.77
Benefits	26% total wages	93,026.13	95,816.91	98,691.42	287,534.46
	Total Shelter Personnel Expense:	450,818.93	464,343.50	478,273.80	1,393,436.22
Support Services & STPHH Personnel:		Paid out of braided funding sources (CalAIM or other source)			
Program Director	10% FTE; \$110,000+ annually	11,000.00	11,330.00	11,669.90	33,999.90
Program Manager	70%% FTE; \$89,000+ annually	62,300.00	64,169.00	66,094.07	192,563.07
Program Supervisor	140% FTE; \$76368+ annually	106,915.20	110,122.66	113,426.34	330,464.19
Peer Support Counselor	300% FTE; \$22+/hr	137,280.00	141,398.40	145,640.35	424,318.75
Access Specialist	100% FTE; \$25+/hr	52,000.00	53,560.00	55,166.80	160,726.80
Integrated Care Manager	400% FTE; \$26+/hr	216,320.00	222,809.60	229,493.89	668,623.49
Housing Navigator	200% FTE; \$26+/hr	108,160.00	111,404.80	114,746.94	334,311.74
Program Analyst	50% FTE; \$24+/hr	24,960.00	25,708.80	26,480.06	77,148.86
Maintenance	5% FTE; \$29+/hr	3,016.00	3,106.48	3,199.67	9,322.15
Direct Administrative Support	15% FTE; \$29+/hr	9,048.00	9,319.44	9,599.02	27,966.46
	Total Wages	730,999.20	752,929.18	775,517.05	2,259,445.43
Benefits	26% total wages	190,059.79	195,761.59	201,634.43	587,455.81
	Total Support Services & STPHH Personnel Expense:	921,058.99	948,690.76	977,151.48	2,846,901.24
Shelter Operating Expenses		Proposed paid by LCCoC Funding (HHAP or other source)			
Recruitment & Training	39% of approximately \$10,000/year	3,900.00	3,900.00	3,900.00	11,700.00
Transportation Expenses	39% of an average of \$2,350/month (\$600 bus passes; \$900 mileage reimbursements; \$300 insurance; \$200 maintenance; \$150 fees; \$200 gas)	10,998.00	10,998.00	10,998.00	32,994.00
Facility Maintenance	39% of materials averaging \$500/month	2,340.00	2,340.00	2,340.00	7,020.00
Insurance	39% of an average of \$900/month	4,212.00	4,212.00	4,212.00	12,636.00
Fees/Subscriptions/Permits	39% of approximately \$6,000/year	2,340.00	2,340.00	2,340.00	7,020.00
Equipment	39% of approximately \$10,000/year	3,900.00	3,900.00	3,900.00	11,700.00
Supplies	39% of an average of \$1,300/month for guest, cleaning, office supplies	6,084.00	6,084.00	6,084.00	18,252.00

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Xamitin Haven Emergency Shelter & Support Services (Braided Project)					
July 2026 - June 2029 Financial Projection					
Utilities, Phones, Internet	39% of an average of \$4,500/month	21,060.00	21,060.00	21,060.00	63,180.00
Food	70% of an average of \$2500/month	21,000.00	21,000.00	21,000.00	63,000.00
Total Shelter Operating Expenses		75,834.00	75,834.00	75,834.00	227,502.00
Support Services & STPHH Operating Expenses		Paid out of braided funding sources (CalAIM or other source)			
Recruitment & Training	61% of approximately \$10,000/year	6,100.00	6,100.00	6,100.00	18,300.00
Transportation Expenses	61% of an average of \$2,350/month (\$600 bus passes; \$900 mileage reimbursements; \$300 insurance; \$200 maintenance; \$150 fees; \$200 gas)	17,202.00	17,202.00	17,202.00	51,606.00
Facility Maintenance	61% of materials averaging \$500/month	3,660.00	3,660.00	3,660.00	10,980.00
Insurance	61% of an average of \$900/month	6,588.00	6,588.00	6,588.00	19,764.00
Fees/Subscriptions/Permits	61% of approximately \$6,000/year	3,660.00	3,660.00	3,660.00	10,980.00
Equipment	61% of approximately \$10,000/year	6,100.00	6,100.00	6,100.00	18,300.00
Supplies	61% of an average of \$1,300/month for guest, cleaning, office supplies	9,516.00	9,516.00	9,516.00	28,548.00
Utilities, Phones, Internet	61% of an average of \$4,500/month	32,940.00	32,940.00	32,940.00	98,820.00
Food	30% of an average of \$2500/month	9,000.00	9,000.00	9,000.00	27,000.00
Guest expenses	Miscellaneous guest needs averaging \$400/mo (medication, rental application fees, etc.)	4,800.00	4,800.00	4,800.00	14,400.00
Total Support Services & STPHH Operating Expenses		99,566.00	99,566.00	99,566.00	298,698.00
Total Shelter Expenses		526,652.93	540,177.50	554,107.80	1,620,938.22
Indirect	15% of total expenses	78,997.94	81,026.62	83,116.17	243,140.73
TOTAL LAKEPORT SHELTER BUDGET EXPENSES		605,650.87	621,204.12	637,223.97	1,864,078.96
Total Support Services & STPHH Expenses		1,020,624.99	1,048,256.76	1,076,717.48	3,145,599.24
Indirect	15% of total expenses	153,093.75	157,238.51	161,507.62	471,839.89
TOTAL SUPPORT SERVICES & STPHH BUDGET EXPENSES		1,173,718.74	1,205,495.28	1,238,225.11	3,617,439.12

BRAIDED BUDGET PROJECTION: INCOME FROM SOURCES OTHER THAN LCCoC					
Income Source	Description	FY 26/27	FY 27/28	FY 28/29	Total
Partnership Healthplan of California (PHC) CalAIM Enhanced Care Management	Averages \$61,500/month	738,600.00	738,600.00	738,600.00	2,215,800.00
PHC CalAIM Community Support Housing Navigation	Averages \$20,000/month	240,000.00	240,000.00	240,000.00	720,000.00

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Xamitin Haven Emergency Shelter & Support Services (Braided Project)					
July 2026 - June 2029 Financial Projection					
PHC CalAIM Community Support Short-Term Post Hospitalization Housing	Averages \$16,200/month	194,400.00	194,400.00	194,400.00	583,200.00
Donations	Cash and in kind donations of supplies	12,000.00	12,000.00	12,000.00	36,000.00
TOTAL PROJECTED INCOME FROM BRAIDED SOURCES		1,185,000.00	1,185,000.00	1,185,000.00	3,555,000.00
TOTAL PROJECTED BRAIDED EXPENSES FROM WHOLE PROJECT		1,779,369.61	1,826,699.40	1,875,449.08	5,481,518.08
Unfunded Shelter Expenses - Requesting LCCoC or other funds to support		(594,369.61)	(641,699.40)	(690,449.08)	(1,926,518.08)

* Amounts in each category are estimates based on previous years of operations

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EXHIBIT C – COMPLIANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **INSURANCE.**

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

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

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

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

9.5 In case of any subcontract, Contractor shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors shall provide certificates of insurance naming the County of Lake as additional insured and shall submit new certificates of

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insurance at least 30 days prior to expiration date. Contractor shall not allow any subcontractor to commence work until the required insurances have been obtained.

9.6 For any claims related to the work performed under this Agreement, the Contractor's insurance coverage shall be primary insurance as to the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be in excess of the Contractor's insurance and shall not contribute to it.

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

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

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

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

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

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

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

11. ASSIGNMENT. Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of County except that claims for money due or to become due Contractor from County under this Agreement may be assigned by Contractor to a bank, trust company, or other financial institution without such approval.

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Written notice of any such transfer shall be furnished promptly to County. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

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

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

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

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

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

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

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

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

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

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

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

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

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**EXHIBIT D - BUSINESS ASSOCIATE
AGREEMENT**

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

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

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

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

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

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

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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 by 45 C.F.R. § 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within two (2) days forward such request to Covered Entity.
11. **Documentation of Disclosures.** Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
12. **Accounting of Disclosures.** Within five (5) days of notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, Business Associate shall make available to Covered Entity information to permit Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. § 164.528. In the case of an electronic health record maintained

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or hosted by Business Associate on behalf of Covered Entity, the accounting period shall be three (3) years, and the accounting shall include disclosures for treatment, payment and healthcare operations, in accordance with the applicable effective date of Section 13402(a) of HITECH. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall within two (2) days forward such request to Covered Entity.

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

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16. **Breach of Contract by Business Associate.** In addition to any other rights Covered Entity may have in the Relationship, this Agreement or by operation of law or in equity, Covered Entity may i) immediately terminate the Relationship if Covered Entity determines that Business Associate has violated a material term of this Agreement, or ii) at Covered Entity's option, permit Business Associate to cure or end any such violation within the time specified by Covered Entity. Covered Entity's option to have cured a breach of this Agreement shall not be construed as a waiver of any other rights Covered Entity has in the Relationship, this Agreement or by operation of law or in equity.
17. **Effect of Termination of Relationship.** Upon the termination of the Relationship or this Agreement for any reason, Business Associate shall return to Covered Entity or, at Covered Entity's direction, destroy all PHI received from Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system, unless said information has been de-identified and is no longer PHI. This provision shall apply to PHI that is in the possession of Business Associates or agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Agreement, even after termination of the Relationship or the Agreement, until such time as all PHI has been returned, de-identified or otherwise destroyed as provided in this Section.
18. **Injunctive Relief.** Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this Agreement would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.
19. **Indemnification.** Business Associate shall indemnify and hold harmless Covered Entity and its officers, trustees, employees, and agents from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by Covered Entity arising from a violation by Business Associate of its obligations under this Agreement.
20. **Exclusion from Limitation of Liability.** To the extent that Business Associate has limited its liability under the terms of the Relationship, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude any damages to Covered

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Entity arising from Business Associate's breach of its obligations relating to the use and disclosure of PHI.

21. **Owner of PHI.** Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI used or disclosed by or to Business Associate by Covered Entity.
22. **Third Party Rights.** The terms of this Agreement do not grant any rights to any parties other than Business Associate and Covered Entity.
23. **Independent Contractor Status.** For the 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

Redwood Community Services

County of Lake

By: _____

By: _____

Name: Victoria Kelly, LCSW

Chair

Title: Chief Executive Officer

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



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EXHIBIT F – DEFINITIONS

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

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

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

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

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

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

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

Youth – Age 24 or younger

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