

AGREEMENT BETWEEN COUNTY OF LAKE AND LAKE COUNTY
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE
LAKE COUNTY CONTINUUM OF CARE AND CATHOLIC
CHARITIES OF THE DIOCESE OF SANTA ROSA DBA CATHOLIC
CHARITIES OF NORTHWEST CALIFORNIA

This Agreement is made and entered into by and between the County of Lake, hereinafter referred to as “County,” and Catholic Charities of the Diocese of Santa Rosa dba Catholic Charities of the Diocese of Santa Rosa dba Catholic Charities of Northwest California, hereinafter referred to as “Contractor,” collectively referred to as the “parties.”

WHEREAS, the Lake County Continuum of Care (“LCCoC”), in partnership with the County of Lake Behavioral Health Services Department (“County”), issued a Request for Proposals (RFP) under the State of California Encampment Resolution Funding (ERF) program to select a qualified agency to operate a Safe Parking Program to address vehicular homelessness and reduce encampments; and

WHEREAS, Catholic Charities of the Diocese of Santa Rosa dba Catholic Charities of the Diocese of Santa Rosa dba Catholic Charities of Northwest California (“Contractor”) submitted a proposal in response to the RFP outlining the design, budget, scope of services, performance outcomes, and compliance requirements for operating a Safe Parking Program in Lake County; and

WHEREAS, Contractor's proposal was evaluated and selected through the RFP process as the agency best qualified to implement the Safe Parking Program based on organizational capacity, experience operating Safe Parking programs, demonstrated Housing First practices, and ability to meet performance requirements; and

WHEREAS, the Safe Parking Program is a housing-focused, low-barrier intervention intended to provide individuals and families experiencing vehicular homelessness with a safe overnight location from 8:00 PM to 8:00 AM, while connecting them to housing navigation, case management, healthcare, behavioral health, income supports, and Coordinated Entry System services; and

WHEREAS, following competitive scoring, interview, and review, the Lake County Continuum of Care Executive Committee awarded funds to **Catholic Charities of the Diocese of Santa Rosa dba Catholic Charities of the Diocese of Santa Rosa dba Catholic Charities of Northwest California** and authorized issuance of a **Letter of Intent to Contract** for services through June 30, 2027; and

WHEREAS, County desires to contract with Contractor to carry out the Safe Parking Program in accordance with the RFP, Contractor’s proposal, Encampment Resolution Funding requirements, Housing First principles, and all applicable laws and County policies; and

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,

25.26.84

1 of 21

AGREEMENT BETWEEN COUNTY OF LAKE AND LAKE COUNTY
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE
LAKE COUNTY CONTINUUM OF CARE AND CATHOLIC
CHARITIES OF THE DIOCESE OF SANTA ROSA DBA CATHOLIC
CHARITIES OF NORTHWEST CALIFORNIA

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

AGREEMENT BETWEEN COUNTY OF LAKE AND LAKE COUNTY
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE
LAKE COUNTY CONTINUUM OF CARE AND CATHOLIC
CHARITIES OF THE DIOCESE OF SANTA ROSA DBA CATHOLIC
CHARITIES OF NORTHWEST CALIFORNIA

manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibits A/B/C/D, the Agreement shall prevail.

2. TERM. This Agreement shall commence immediately after an applicant has been given a letter of intention, and shall terminate on June 30, 2027, unless earlier terminated as hereinafter provided. In the event County desires to temporarily continue services after the expiration of this Agreement, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.

3. COMPENSATION. Contractor has been selected by County to provide the services described hereunder in Exhibit A, titled, "Scope of Services." Compensation to Contractor shall not exceed Four Hundred Thousand Dollars. (\$400,000.00).

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

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

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

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

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

AGREEMENT BETWEEN COUNTY OF LAKE AND LAKE COUNTY
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE
LAKE COUNTY CONTINUUM OF CARE AND CATHOLIC
CHARITIES OF THE DIOCESE OF SANTA ROSA DBA CATHOLIC
CHARITIES OF NORTHWEST CALIFORNIA

County of Lake

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

Catholic Charities of the Diocese of Santa
Rosa dba Catholic Charities of the
Diocese of Santa Rosa dba Catholic
Charities of Northwest California Lake

Attn: LaSette Wellen

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

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” 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.

AGREEMENT BETWEEN COUNTY OF LAKE AND LAKE COUNTY
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE
LAKE COUNTY CONTINUUM OF CARE AND CATHOLIC
CHARITIES OF THE DIOCESE OF SANTA ROSA DBA CATHOLIC
CHARITIES OF NORTHWEST CALIFORNIA

COUNTY OF LAKE

CATHOLIC CHARITIES OF
THE DIOCESE OF SANTA
ROSA DBA CATHOLIC
CHARITIES OF THE
DIOCESE OF SANTA ROSA
DBA CATHOLIC
CHARITIES OF
NORTHWEST CALIFORNIA

Chair
Board of Supervisors

Jennielynn Holmes
Jennielynn Holmes (Feb 3, 2026 12:02:05 PST)
Chief Executive Officer

Date: _____

Date: 02/03/2026

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@lakecountyca.gov
Date: 2025.12.10 13:58:32 -0800

By: _____

Date: December 10, 2025

Date: _____

AGREEMENT BETWEEN COUNTY OF LAKE AND LAKE COUNTY
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE
LAKE COUNTY CONTINUUM OF CARE AND CATHOLIC
CHARITIES OF THE DIOCESE OF SANTA ROSA DBA CATHOLIC
CHARITIES OF NORTHWEST CALIFORNIA

EXHIBIT A – SCOPE OF SERVICES

1. PROGRAM OVERVIEW

The Contractor shall operate a Safe Parking Program to provide individuals and families experiencing vehicular homelessness with a safe, managed location to park overnight from 8:00 PM to 8:00 AM. The program shall follow a Housing First and low-barrier model, serving a minimum of 20 households during the contract term. The program aligns with Encampment Resolution Funding (ERF) guidelines and Lake County Continuum of Care (LCCoC) requirements.

The Safe Parking Program is a core component of Lake County’s Encampment Resolution Strategy. Contractor shall accept referrals from County and outreach teams who are engaging residents living in encampments, high-visibility public areas, or vehicular homelessness. Contractor shall prioritize entry for eligible individuals and households displaced from encampments and provide a safe relocation site while permanent or interim housing is secured.

2. CONTRACTOR RESPONSIBILITIES

2.1 Safe Parking Site Operations

- Operate at least one designated Safe Parking site approved by the County.
- Provide a minimum of 8:00 PM to 8:00 AM daily operational hours.
- Ensure the site includes restrooms, handwashing stations, potable water, trash disposal, lighting, fencing, and marked parking spaces.
- Maintain ADA compliance, sanitation, environmental health, and fire safety standards.

2.2 Staffing Requirements

Contractor shall maintain the following staffing levels:

- 2.30 FTE Safety Advocates (overnight monitoring and support)
- 0.40 FTE Site Supervisor/Navigator
- 0.10 FTE Program Manager
- 0.05 FTE Director

2.3 Participant Support Services

- Conduct intake and enrollment into the Coordinated Entry System (CES).
- Ensure at least 75% of participants engage in case management services.
- Develop individualized Housing Stability Plans.

AGREEMENT BETWEEN COUNTY OF LAKE AND LAKE COUNTY
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE
LAKE COUNTY CONTINUUM OF CARE AND CATHOLIC
CHARITIES OF THE DIOCESE OF SANTA ROSA DBA CATHOLIC
CHARITIES OF NORTHWEST CALIFORNIA

- Provide access to referrals for behavioral health, medical care, substance use treatment, public benefits, and employment services.

3. DATA, REPORTING AND DOCUMENTATION

- Enter 100% of participant data into the Homeless Management Information System (HMIS) within five (5) business days.
- Maintain internal documentation through Efforts to Outcomes (ETO) database.
- Submit quarterly program reports and financial expenditure reports to the County.
- Submit incident reports within three (3) business days of occurrence.

4. PERFORMANCE MEASURES

The Contractor shall meet or exceed the following measurable outcomes:

- Serve a minimum of 20 unduplicated households.
- Ensure at least 75% of participants engage in case management.
- Ensure a minimum of 25% of exiting households move into permanent housing.
- Ensure at least 15% of exiting households transition to temporary housing (e.g., shelter or transitional housing).
- Ensure at least 30% of participants increase or retain income.
- Maintain a return-to-homelessness rate below 5%.

5. COMPLIANCE AND COUNTY ACCESS

- Comply with Housing First principles, HIPAA standards, ADA accessibility, and all applicable federal, state, and local regulations.
- Allow the County reasonable access to observe program operations, review records, and evaluate performance.
- Maintain documentation for a minimum of five (5) years following final payment.

AGREEMENT BETWEEN COUNTY OF LAKE AND LAKE COUNTY BEHAVIORAL
HEALTH SERVICES AS LEAD AGENCY FOR THE LAKE COUNTY CONTINUUM OF
CARE AND CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA DBA
CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA DBA CATHOLIC
CHARITIES OF NORTHWEST CALIFORNIA

EXHIBIT B – FISCAL PROVISIONS

1. **CONTRACTOR’S FINANCIAL RECORDS.** Contractor shall keep financial records for funds received hereunder, separate from any other funds administered by Contractor, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget’s Cost Principles.
2. **INVOICES.**
 - 2.1 Contractor’s invoices shall be submitted for the initial amount above upon execution of this contract. Subsequent invoices, in accordance to 2.1 above and upon the LCCOC determining the above requirements have been met. Invoices shall be itemized and formatted to the satisfaction of the County.
 - 2.2 Contractor’s invoices shall be submitted electronically by email to LCBHS_Fiscal@Lakecountyca.gov.
 - 2.3 County shall make payment within 20 business days of an undisputed invoice for the compensation stipulated herein for supplies delivered and accepted or services rendered and accepted, less potential deductions, if any, as herein provided. Payment on partial deliverables may be made whenever amounts due so warrant or when requested by the Contractor and approved by the Assistant Purchasing Agent.
 - 2.4 County shall not be obligated to pay Contractor for services provided which are the subject of any bill if Contractor submits such bill to County more than fifteen days (15) after the date Contractor provides the services, or more than fifteen (15) days after this Agreement terminates, whichever is earlier.
 - 2.5 Contractor and County shall each appoint one responsible representative for the purpose of resolving any billing questions or disputes which may arise during the term of this Agreement. Should such issues arise, County shall still be obligated to pay Contractor on a timely basis for those amounts and/or services which are not in dispute or with respect to which there are no questions. Questioned amounts, once adjusted (if necessary) as agreed by the two representatives, shall be paid to Contractor immediately after the Agreement is reached by the two representatives.

AGREEMENT BETWEEN COUNTY OF LAKE AND LAKE COUNTY BEHAVIORAL
HEALTH SERVICES AS LEAD AGENCY FOR THE LAKE COUNTY CONTINUUM OF
CARE AND CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA DBA
CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA DBA CATHOLIC
CHARITIES OF NORTHWEST CALIFORNIA

3. AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS.

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

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

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

4. PAYMENT TERMS. The LCCOC has determined that Written Dollar Amount (\$400,000.00) from the lake County Continuum of Care Encampment Resolution Funding Program, as administered by the County, has been allocated for Safe Parking Program, and for which Catholic Charities of the Diocese of Santa Rosa dba Catholic Charities of the Diocese of Santa Rosa dba Catholic Charities of Northwest California has been awarded. The County will distribute the funding in accordance to the parameters set forth by the California Department of Housing and Community Development (HCD)

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

All funds disbursed under this Agreement are Encampment Resolution Funding (ERF) administered by the California Department of Housing and Community Development (HCD). Contractor shall ensure that all expenditures comply with ERF program requirements, HCD Grant Guidelines, the executed Standard Agreement between County and HCD, and 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as applicable.

Eligible costs under this Agreement include only those allowable under the ERF funding categories, which may include:

- **Personnel and staffing** directly related to Safe Parking operations, outreach, and housing navigation
- **Site operations and participant services**, including sanitation, utilities, security, hygiene facilities, and participant engagement activities

AGREEMENT BETWEEN COUNTY OF LAKE AND LAKE COUNTY BEHAVIORAL
HEALTH SERVICES AS LEAD AGENCY FOR THE LAKE COUNTY CONTINUUM OF
CARE AND CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA DBA
CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA DBA CATHOLIC
CHARITIES OF NORTHWEST CALIFORNIA

- **Case management and housing-focused services** that support navigation to permanent or interim housing

AGREEMENT BETWEEN COUNTY OF LAKE AND LAKE COUNTY BEHAVIORAL
HEALTH SERVICES AS LEAD AGENCY FOR THE LAKE COUNTY CONTINUUM OF
CARE AND CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA DBA
CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA DBA CATHOLIC
CHARITIES OF NORTHWEST CALIFORNIA

- **Administrative costs**, not to exceed the percentage allowed by HCD for indirect or administrative charges

Contractor shall not use ERF funds for prohibited costs, including but not limited to: purchase of land or buildings unless expressly approved by HCD, capital development outside the approved budget, supplanting existing funding, or any expenditure not directly related to encampment resolution or Safe Parking operations.

Contractor shall maintain adequate financial documentation to demonstrate ERF-eligible expenditures and shall make such documentation available to County, HCD, or State auditors upon request.

5. BUDGET. Contractor has submitted the following budget within their accepted proposal. Contractor shall be compensated only for expenses included in the approved budget. Modification to the budget must be approved in advance by the County.



Lake County Safe Parking Budget Proposed	
January 2026 - June 2027	18 Month Budget
Personnel	
Safety Advocate (2.3 FTE)	\$ 164,892
Site Supervisor Navigator (0.40 FTE)	\$ 39,936
Program Manager (0.10 FTE)	\$ 10,998
Director (0.05 FTE)	\$ 7,800
Benefits	\$ 64,852
Total - Personnel	\$ 288,478
Operating	
Rent - Site	\$ 18,000
Utilities/Site Costs/Repairs/Mntc.	\$ 58,000
Travel/Mileage	\$ 7,500
Telecommunication/IT/HMIS/Electronic Records	\$ 18,000
Miscellaneous Program Supplies	\$ 10,022
Total - Operating	\$ 111,522
Indirect (10%)	\$ -
TOTAL	\$ 400,000

AGREEMENT BETWEEN COUNTY OF LAKE AND LAKE COUNTY BEHAVIORAL
HEALTH SERVICES AS LEAD AGENCY FOR THE LAKE COUNTY CONTINUUM OF
CARE AND CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA DBA
CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA DBA CATHOLIC
CHARITIES OF NORTHWEST CALIFORNIA

EXHIBIT C – COMPLIANCE PROVISIONS

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

2. NON-DISCRIMINATION. During the performance of this Agreement, Contractor shall not deny the contract’s benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139), 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:

AGREEMENT BETWEEN COUNTY OF LAKE AND LAKE COUNTY BEHAVIORAL
HEALTH SERVICES AS LEAD AGENCY FOR THE LAKE COUNTY CONTINUUM OF
CARE AND CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA DBA
CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA DBA CATHOLIC
CHARITIES OF NORTHWEST CALIFORNIA

- A. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and
 - D. Have not, within a three-year period preceding this Agreement, had one or more public transactions terminated for cause or default.
- 3.2 Contractor shall report immediately to County, in writing, any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.
4. AGREEMENTS IN EXCESS OF \$100,000. Contractor shall comply with all applicable orders or requirements issued under the following laws:
- 4.1 Clean Air Act, as amended (42 USC 1857).
 - 4.2 Clean Water Act, as amended (33 USC 1368).
 - 4.3 Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)
 - 4.4 Environmental Protection Agency Regulations (40 CFR and Executive Order 11738).
5. 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,

AGREEMENT BETWEEN COUNTY OF LAKE AND LAKE COUNTY BEHAVIORAL
HEALTH SERVICES AS LEAD AGENCY FOR THE LAKE COUNTY CONTINUUM OF
CARE AND CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA DBA
CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA DBA CATHOLIC
CHARITIES OF NORTHWEST CALIFORNIA

unless such damages, loss, injury or death is caused solely by the negligence of County.
Contractor's obligations under this Section.

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

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

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

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

9. INSURANCE.

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

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

9.3 Contractor shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-

AGREEMENT BETWEEN COUNTY OF LAKE AND LAKE COUNTY BEHAVIORAL
HEALTH SERVICES AS LEAD AGENCY FOR THE LAKE COUNTY CONTINUUM OF
CARE AND CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA DBA
CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA DBA CATHOLIC
CHARITIES OF NORTHWEST CALIFORNIA

owned vehicles used in connection with Contractor's business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence.

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

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

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

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

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

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

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

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

AGREEMENT BETWEEN COUNTY OF LAKE AND LAKE COUNTY BEHAVIORAL
HEALTH SERVICES AS LEAD AGENCY FOR THE LAKE COUNTY CONTINUUM OF
CARE AND CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA DBA
CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA DBA CATHOLIC
CHARITIES OF NORTHWEST CALIFORNIA

the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

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

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

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

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

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

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

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

AGREEMENT BETWEEN COUNTY OF LAKE AND LAKE COUNTY BEHAVIORAL
HEALTH SERVICES AS LEAD AGENCY FOR THE LAKE COUNTY CONTINUUM OF
CARE AND CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA DBA
CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA DBA CATHOLIC
CHARITIES OF NORTHWEST CALIFORNIA

15. SEVERABILITY. If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.
16. ADHERENCE TO APPLICABLE DISABILITY LAW. Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.
17. SAFETY RESPONSIBILITIES. Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. Contractor agrees that in the performance of work under this Agreement, Contractor will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.
18. JURISDICTION AND VENUE. This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.
19. RESIDENCY. All independent contractors providing services to County for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.
20. NO THIRD-PARTY BENEFICIARIES. Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.
21. UNUSUAL OCCURRENCE REPORTING. Contractor is required to have procedures for reporting unusual occurrences relating to health and safety issues. Contractor shall report to County any unusual events, accidents, or injuries requiring medical treatment for clients, staff, or members of the community. An unusual occurrence shall be reported to the County in writing (or electronic mail) as soon as possible but no later than three (3) working days of the Contractor's knowledge of the event. An unusual occurrence is subject to investigation by Lake County Behavioral Health Services; and upon a request, a copy of the County's investigation shall be made available to the State Department of Behavioral Health, which may subsequently conduct its own investigation.

AGREEMENT BETWEEN COUNTY OF LAKE AND LAKE COUNTY BEHAVIORAL
HEALTH SERVICES AS LEAD AGENCY FOR THE LAKE COUNTY CONTINUUM OF
CARE AND CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA DBA
CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA DBA CATHOLIC
CHARITIES OF NORTHWEST CALIFORNIA

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(c)(3) and CCR, Title 9, Section 1810.380 and 1810.385.

AGREEMENT BETWEEN COUNTY OF LAKE AND LAKE COUNTY BEHAVIORAL
HEALTH SERVICES AS LEAD AGENCY FOR THE LAKE COUNTY CONTINUUM OF
CARE AND CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA DBA
CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA DBA CATHOLIC
CHARITIES OF NORTHWEST CALIFORNIA

EXHIBIT D - BUSINESS ASSOCIATE AGREEMENT

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT (the "Agreement") is entered into effective July 1, 2026 (the "Effective Date"), by and between Catholic Charities of the Diocese of Santa Rosa dba Catholic Charities of the Diocese of Santa Rosa dba Catholic Charities of Northwest California ("Business Associate") and County of Lake (the "Covered Entity").

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

Definitions. For purposes of this Agreement, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996, and any amendments or implementing regulations ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009), and any amendments or implementing regulations ("HITECH"). Additionally, for this agreement, Protected Health Information (PHI) includes electronic Protected Health Information (ePHI); Personally Identifiable Information (PII); and Personal Information (PI).

Compliance with Applicable Law. The parties acknowledge and agree that, beginning with the relevant effective dates, Business Associate shall comply with its obligations under this Agreement and with all obligations of a business associate under HIPAA, HITECH and other related laws, as they exist at the time this Agreement is executed and as they are amended, for so long as this Agreement is in place.

AGREEMENT BETWEEN COUNTY OF LAKE AND LAKE COUNTY BEHAVIORAL
HEALTH SERVICES AS LEAD AGENCY FOR THE LAKE COUNTY CONTINUUM OF
CARE AND CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA DBA
CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA DBA CATHOLIC
CHARITIES OF NORTHWEST CALIFORNIA

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

AGREEMENT BETWEEN COUNTY OF LAKE AND LAKE COUNTY BEHAVIORAL
HEALTH SERVICES AS LEAD AGENCY FOR THE LAKE COUNTY CONTINUUM OF
CARE AND CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA DBA
CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA DBA CATHOLIC
CHARITIES OF NORTHWEST CALIFORNIA

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

Limitations on Uses and Disclosures of PHI. Business Associate shall not, and shall ensure that its directors, officers, employees, and agents do not, use or disclose PHI in any manner that is not permitted or required by the Relationship, this Agreement, or required by law. All uses and disclosures of, and requests by Business Associate, for PHI are subject to the minimum necessary rule of the Privacy Standards and shall be limited to the information contained in a limited data set, to the extent practical, unless additional information is needed to accomplish the intended purpose, or as otherwise permitted in accordance with Section 13405(b) of HITECH and any implementing regulations.

Required Safeguards To Protect PHI. Business Associate agrees that it will implement appropriate safeguards in accordance with the Privacy Standards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement.

Reporting of Improper Use and Disclosures of PHI. Business Associate shall report within 24 business hours to Covered Entity a use or disclosure of PHI not provided for in this Agreement by Business Associate, its officers, directors, employees, or agents, or by a third party to whom Business Associate disclosed PHI. Business Associate shall also report within 24 business hours to Covered Entity a breach of unsecured PHI, in accordance with 45 C.F.R. §§ 164.400-414, and any security incident of which it becomes aware. Report should be made to:

Compliance Officer

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

Mitigation of Harmful Effects. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business

AGREEMENT BETWEEN COUNTY OF LAKE AND LAKE COUNTY BEHAVIORAL
HEALTH SERVICES AS LEAD AGENCY FOR THE LAKE COUNTY CONTINUUM OF
CARE AND CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA DBA
CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA DBA CATHOLIC
CHARITIES OF NORTHWEST CALIFORNIA

Associate in violation of the requirements of this Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements. Business Associate shall cooperate with Covered Entity's breach notification and mitigation activities, and shall be responsible for all costs incurred by Covered Entity for those activities.

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

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

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

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

Accounting of Disclosures. Within five (5) days of notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, Business Associate shall make available to

AGREEMENT BETWEEN COUNTY OF LAKE AND LAKE COUNTY BEHAVIORAL
HEALTH SERVICES AS LEAD AGENCY FOR THE LAKE COUNTY CONTINUUM OF
CARE AND CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA DBA
CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA DBA CATHOLIC
CHARITIES OF NORTHWEST CALIFORNIA

Covered Entity information to permit Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. § 164.528. In the case of an electronic health record maintained or hosted by Business Associate on behalf of Covered Entity, the accounting period shall be three (3) years and the accounting shall include disclosures for treatment, payment and healthcare operations, in accordance with the applicable effective date of Section 13402(a) of HITECH. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall within two (2) days forward such request to Covered Entity.

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

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

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

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

Judicial and Administrative Proceedings. In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, Covered Entity shall have the right to control Business Associate's response to such request. Business Associate shall notify Covered Entity of the request as soon as reasonably practicable, but in any event within two (2) days of receipt of such request.

Availability of Books and Records. Business Associate shall make its internal practices, books, and records relating to the use and disclosure and privacy protection of PHI received from Covered Entity, or created, maintained or received by Business Associate on behalf of the Covered Entity, available to the Covered Entity, the State of California, and the Secretary of the Department of Health and Human Services, in the time and manner designated by the Covered Entity, State or Secretary, for purposes of determining Covered Entity's compliance with the Privacy Standards. Business Associate shall notify the

AGREEMENT BETWEEN COUNTY OF LAKE AND LAKE COUNTY BEHAVIORAL
HEALTH SERVICES AS LEAD AGENCY FOR THE LAKE COUNTY CONTINUUM OF
CARE AND CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA DBA
CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA DBA CATHOLIC
CHARITIES OF NORTHWEST CALIFORNIA

Covered Entity upon receipt of such a request for access by the State or Secretary, and shall provide the Covered Entity with a copy of the request as well as a copy of all materials disclosed.

Breach of Contract by Business Associate. In addition to any other rights Covered Entity may have in the Relationship, this Agreement or by operation of law or in equity, Covered Entity may i) immediately terminate the Relationship if Covered Entity determines that Business Associate has violated a material term of this Agreement, or ii) at Covered Entity's option, permit Business Associate to cure or end any such violation within the time specified by Covered Entity. Covered Entity's option to have cured a breach of this Agreement shall not be construed as a waiver of any other rights Covered Entity has in the Relationship, this Agreement or by operation of law or in equity.

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

Injunctive Relief. Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this Agreement would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.

Indemnification. Business Associate shall indemnify and hold harmless Covered Entity and its officers, trustees, employees, and agents from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by Covered Entity arising from a violation by Business Associate of its obligations under this Agreement.

Exclusion from Limitation of Liability. To the extent that Business Associate has limited its liability under the terms of the Relationship, whether with a maximum

AGREEMENT BETWEEN COUNTY OF LAKE AND LAKE COUNTY BEHAVIORAL
HEALTH SERVICES AS LEAD AGENCY FOR THE LAKE COUNTY CONTINUUM OF
CARE AND CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA DBA
CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA DBA CATHOLIC
CHARITIES OF NORTHWEST CALIFORNIA

recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude any damages to Covered Entity arising from Business Associate's breach of its obligations relating to the use and disclosure of PHI.

Owner of PHI. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI used or disclosed by or to Business Associate by Covered Entity.

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

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

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

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

COUNTY OF LAKE
Rosa dba Catholic Charities of the Diocese of Santa Rosa dba Catholic Charities of Northwest California

Catholic Charities of the Diocese of Santa
Rosa dba Catholic Charities of the Diocese of Santa Rosa dba Catholic Charities of Northwest California

Chair
Board of Supervisors

Date: _____

Jennielynn Holmes
Chief Executive Officer

Date: _____



LCCoC Safe Parking FY 2025-27

Final Audit Report

2026-02-03

Created:	2026-01-30
By:	Sarah Miller (sarah.miller@lakecountyca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACUAYcCvN7MVvrUVPDh5X3q0EUpVm7Oa4

"LCCoC Safe Parking FY 2025-27" History

-  Document created by Sarah Miller (sarah.miller@lakecountyca.gov)
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-  Document emailed to jholmes@ccnwc.org for signature
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-  Signer jholmes@ccnwc.org entered name at signing as Jennielynn Holmes
2026-02-03 - 8:02:03 PM GMT- IP address: 104.28.123.95
-  Document e-signed by Jennielynn Holmes (jholmes@ccnwc.org)
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-  Agreement completed.
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