

MEMORANDUM OF UNDERSTANDING
Between
LAKE COUNTY BEHAVIORAL HEALTH SERVICES
And
LAKE COUNTY CONTINUUM OF CARE
For COLLABORATIVE APPLICANT AND LEAD AGENCY SERVICES

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this ____ day of _____, 2024, by and between the Lake County Behavioral Health Services, herein referred to as "LCBHS" and Lake County Continuum of Care, herein referred to as "CoC", hereinafter jointly referred to as the "Parties". The purpose of this document is to set forth the types and terms of collaborative services between LCBHS and CoC.

WITNESSETH:

WHEREAS, the CoC designated the LCBHS as the Collaborative Applicant and Lead Agency for the CoC by vote on September 18, 2019; and

WHEREAS, the CoC reestablished the LCBHS as the Collaborative Applicant and Lead Agency for the CoC by vote on September 19, 2022; and

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the Parties hereto agree as follows:

1. PURPOSE

The purpose of this MOU is to confirm agreements between the CoC and LCBHS related to the roles of Collaborative Applicant and Lead Agency and the CoC.

This MOU reestablishes the LCBHS as the Collaborative Applicant and Lead Agency for the CoC, defines general understandings, and defines the roles and specific responsibilities of each Party relating to the positions of Collaborative Applicant and Lead Agency.

Collaborative applicant is defined to mean an eligible applicant (a private nonprofit organization, State, local government, or instrumentality of State and local government) that has been designated by the CoC to apply for grant funding on behalf of the CoC.

2. TERM

The term of this MOU is _____, 2024 through December 31, 2025.

3. FISCAL EXPLANATION

This MOU will represent a shared responsibility for fiscal items, relying primarily on grant funding for operations but also some in-kind contribution from LCBHS. The CoC will determine how grants are awarded to housing service providers.

4. RESPONSIBILITIES

The responsibilities of LCBHS and CoC are set forth in Attachment 1, Description of Services, attached hereto and by this reference incorporated herein. These services are being provided with no cost to either LCBHS or CoC.

5. TERMINATION

This MOU may be terminated by either Party upon the giving of sixty (60) days advance written notice of an intention to terminate.

6. NON-ASSIGNMENT

Neither Party shall assign, transfer or sub-contract this MOU nor their rights or duties under this MOU without the prior written consent of the other Party.

7. RECORDS

All Parties subject to this MOU shall maintain a record of services provided in sufficient detail to permit evaluation of the MOU. All such records shall be made available during normal business hours to authorized representatives of County, State, and Federal governments during the term of this MOU and during the period of record retention for the purpose of program review and/or fiscal audit.

8. COMPLIANCE WITH LAWS/POLICIES

The Parties shall comply with all applicable laws, rules and regulations related to U.S. Department of Housing and Urban Development (HUD) CoC and Emergency Solutions Grant (ESG) regulations. As well as compliance with State and other funding regulations, standards, and guidelines.

9. CONFIDENTIALITY

The Parties shall act in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 827, 5328, 10850 and 14100.2, Health and Safety section 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal Regulations sections 2.1 et seq. The Parties shall ensure that no list of persons receiving services under this MOU is published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements for confidentiality.

10. NON-DISCRIMINATION

During the performance of this MOU, the Parties shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations, as set forth in Attachment 11, Assurance of Compliance, attached hereto and by this reference incorporated herein.

11. RELATIONSHIP OF PARTIES

It is understood that this is a MOU by and between a coalition of interested entities addressing homelessness and a department of County government and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

12. NO THIRD PARTY BENEFICIARIES

Both LCBHS and CoC agree it is their specific intent that no other person or entity shall be a Party to or a third Party beneficiary of this MOU or and attachment or addenda to this MOU.

13. INDEMNIFICATION

Both LCBHS and CoC agree to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law.

14. NOTICE

Any and all notices, reports or other communications to be given to LCBHS or CoC shall be given to the persons representing the respective parties at the following addresses:

Department of Behavioral Health Services

Name: Melissa Kopf
Title: Behavioral Health Services, Staff Services Analyst
Address: PO BOX 1024, Lucerne, CA 95458
Email: Melissa.Kopf@lakecountyca.gov

Lake County Continuum of Care

Name: Bruno Sabatier
Title: Chair
Address: 255 N Forbes Street, Lakeport, CA 95453
Email: Bruno.Sabatier@lakecountyca.gov

15. PUBLIC RECORDS ACT

Both LCBHS and CoC are aware that this MOU and any documents provided are related only to this MOU may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of both LCBHS and CoC to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that LCBHS and CoC agree with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

16. ENTIRE AGREEMENT AND MODIFICATION

This MOU contains the entire agreement of the Parties relating to the subject matter of this MOU and supersedes all prior agreements and representations with respect to the subject matter hereof. This MOU may only be modified by a written amendment hereto, executed by both Parties. If there are attachments attached hereto, and a conflict exists between the terms of this MOU and any attachment, the terms of this MOU shall control.

17. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this MOU shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

18. DISPUTES

Both LCBHS and CoC shall use good faith efforts to resolve any disputes prior to bringing any action to enforce the terms of this MOU.

Should it become necessary for a Party to this MOU to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by LCBHS and CoC hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Lake, State of California.

19. CAPTIONS

The captions of this MOU are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this MOU.

20. OTHER DOCUMENTS

Both LCBHS and CoC agree that they shall cooperate in good faith to accomplish the object of this MOU and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

21. CONTROLLING LAW

The validity, interpretation and performance of this MOU shall be controlled by and construed under the laws of the State of California.

22. AUTHORITY

LCBHS and CoC and each Party's signatory warrant and represent that each has full authority and capacity to enter into this MOU in accordance with all requirements of law. The Parties also warrant that any signed amendment or modification to the MOU shall comply with all requirements of law, including capacity and authority to amend or modify the MOU.

ATTACHMENT 1

DESCRIPTION OF SERVICES

Unless indicated otherwise herein, LCBHS shall furnish all labor, materials, transportation, supervision, and management and pay all taxes required to complete the project described below.

A majority of services shall be provided at LCBHS offices located at 6302 Thirteenth Ave., Lucerne, CA 95458. Services may also be provided at various locations county-wide.

1. CoC Responsibilities

- A. Designate a Collaborative Applicant and Lead Agency.
- B. Designate responsibilities to the Collaborative Applicant and Lead Agency.
- C. Review the CoC Governance Charter annually in consultation with the Collaborative Applicant.
- D. Fulfill the responsibilities as contained in the By-Laws for the General Membership, Executive Committee, Subcommittees, and Workgroups.
- E. Strive for transparency and accountability with the community, including:
 - a) Inviting partnerships, collaborations, and membership opportunities to community stakeholders, particularly those with lived experience and traditionally underserved populations.
 - b) Assessing, evaluating, and prioritizing the homeless needs of the community through open forum.
 - c) Ensuring that grant funds are awarded fairly and appropriately to address identified homeless needs within the community.
 - d) Ensuring homeless services are being performed with quality.
 - e) Providing an oversight of how funding has been utilized.

2. LCBHS Responsibilities

- A. As Collaborative Applicant, the LCBHS shall:
 - a) Serve as the applicant for project sponsors who jointly submit a single application for grants on behalf of the CoC, receive grants directly from the source, distribute grants to awarded project sponsors, and provide training to grant recipients as needed.
 - b) Design a collaborative process for the development of applications for grant funding and for evaluating outcomes of projects for which funds are awarded, which includes:
 - Ensuring compliance with grant program requirements;
 - Ensuring compliance with grant selection criteria; and
 - Establishing priorities for funding projects in the geographic area involved.
 - c) Ensure that all funds disbursed are properly accounted for, appropriate services conducted, and records maintained in accordance with Generally Accepted Accounting Principles.
 - d) Provide technical assistance and training to provider agencies to ensure compliance with U.S. Department of Housing and Urban Development (HUD) CoC and ESG regulations, as well as compliance with State and other funding regulations, standards, and guidelines.
 - e) Participate in the Consolidated Plan for the geographic area served by the CoC.

- f) Ensure operation of, and consistent participation by, project sponsors in the Homeless Management Information System.
- g) Review HUD rules, regulations, and guidance and suggest updates to the Governance Charter.
- h) In consultation with the CoC Executive Committee, submit the annual application to HUD for CoC Program funding.
- i) Submit the annual CoC Planning Funds application to HUD.
- j) Submit the Consolidated Application to HUD through the Electronic Special Needs Assistance Programs (ESNAPS).

B. As Lead Agency, the LCBHS shall:

- a) Coordinate and oversee CoC Executive Committee meetings and All Membership meetings. This includes:
 - Scheduling meetings;
 - Developing meeting agendas;
 - Issuing meeting materials; and
 - Posting relevant documents to the CoC website.
- b) Provide support for CoC Executive Committee and all CoC committees.
- c) Build strategic partnerships and cultivate new service partnerships within the community.
- d) Provides CoC Secretary and HMIS administration through obtained grant funding.
- e) Create contract agreements for the CoC's awardees and LCBHS, representing as the Lead Agency.
- f) In support of the Strategic Planning Committee, complete the strategic plan updates with local and county governments.
- g) Monitor provider agencies' programmatic and financial management to ensure compliance with HUD CoC, ESG, State, and other regulations, standards and guidelines.
- h) Support the Performance Review Committee, measure and monitor performance of CoC funded projects. This includes developing strategic goals to end homelessness, collecting and disseminating data to measure performance toward those goals, and continuously evaluating and improving performance.
- i) Maintain the Lake County Continuum of Care website to provide transparency to the activities of the CoC.

3. Associated Costs

- a) LCBHS will utilize grant funding obtained for the CoC to pay for the operating costs associated with the salary of an analyst/HMIS Administrator for the CoC, HMIS software and licenses, and costs associated with Coordinated Entry System such as a contracted central provider, as well as consultants to assist with HMIS, writing for grants, and other quality improvement efforts.
- b) LCBHS will offer in-kind funding support to pay for a program manager, fiscal personnel support, County Counsel as needed, and a number of Coordinated Entry System Access Points
- c) Additional costs will be agreed upon by both parties to determine payment.

ATTACHMENT 2
ASSURANCE OF
COMPLIANCE WITH
THE LAKE COUNTY DEPARTMENT OF BEHAVIORAL HEALTH SERVICES
NONDISCRIMINATION IN STATE AND FEDERALLY
ASSISTED PROGRAMS

Lake County Continuum of Care

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139, as amended; California Government Code Section 12940; California Government Code, Section 4459; Title 22, California Code of Regulations 98000-98263, and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, physical disability, mental disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief or sexual orientation of any person be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21 will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representative, have affixed their hands on the day and year first above written.

LAKE COUNTY CONTINUUM OF CARE


Bruno Sabatier, Chair Date
Lake County Continuum of Care

LAKE COUNTY BEHAVIORAL HEALTH SERVICES



Elise Jones, Director Date 2/13/24
Lake County Behavioral Health Services

APPROVED AS TO FORM



Lloyd Guintivano Date 02/07/2024
County Counsel