

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE
LAKE COUNTY CONTINUUM OF CARE AND ELIJAH HOUSE
FOUNDATION FOR SERVICES FUNDED UNDER THE EMERGENCY
SOLUTIONS GRANT CORONAVIRUS (ESG-CV) PROGRAM FOR
FISCAL YEAR 2021-22**

This Agreement is made and entered into by and between the County of Lake, hereinafter referred to as “County,” and Elijah House Foundation, hereinafter referred to as “Contractor,” collectively referred to as the “parties.”

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Elijah house 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 April 1, 2021, and shall terminate on July 30, 2022, unless earlier terminated as hereinafter provided.** In the event County desires to temporarily continue services after the expiration of this Agreement, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.

3. 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 Fifty Thousand Dollars (\$450,000.00).**

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.

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FISCAL YEAR 2021-22**

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

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

Elijah House Foundation
2167 Montgomery St, Ste A
Oroville, CA 95965

Attn: John Mitchell
Director of Nonprofit and Housing

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 – 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, Exhibit C**, titled, “**Compliance Provisions,**” and **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.

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.

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

COUNTY OF LAKE

ELIJAH HOUSE

Chair
Board of Supervisors

Joseph Henderson

Joe Henderson
CEO

Date: _____

Date: 07/01/2021

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel

ATTEST:
CAROL J. HUCHINGSON
Clerk to the Board of Supervisors

By:  _____

By: _____

Date: 6-25-21

Date: _____

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FISCAL YEAR 2021-22**

EXHIBIT A – SCOPE OF SERVICES

1. CONTRACTOR’S RESPONSIBILITIES.

1.1 Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Lake and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County. Contractor and County shall comply with California Code of Regulations (CCR), Title 9, Section 18010.435, in the selection of providers and shall review for continued compliance with standards at least every three (3) years.

1.2 Contractor agrees to extend to County, Lake County Continuum of Care (LCCOC), or their designee the right to review and monitor all records, programs or procedures at any time in regards to clients as well as the overall operation of Contractor’s programs in order to ensure compliance with the terms and conditions of this Agreement.

1.3 Contractor will provide a safe place for persons in Transitional Housing guided by California COVID-19 prevention and containment protocols for temporary shelters as long as the public health emergency is active. This shall include, but is not limited to, spatially distant sleeping accommodations, meal preparations, connections to medically indicated services and supplies including testing. All CDC guidelines will be followed in the provision of these services to ensure the facility remains infection free. If isolation is needed, protocol will be followed and Contractor will operate in close consultation with Lake County Public Health.

1.4 Contractor will observe and comply with all applicable Federal, State and local laws, ordinances and codes which relate to the services to be provided pursuant to this Agreement, including but not limited to the Deficit Reduction Act (DRA) of 2005, the Federal and State False Claims Acts, and the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005 (HITECH Act); and the HIPAA Omnibus Final Rule.

1.5 Contractor shall incorporate the core components of Housing First as provided in Section 8255(b) of the Welfare and Institutions Code. Contractor shall prioritize assistance to homeless individuals and families over assistance to individuals and families at risk of homelessness.

1.6 Contractor agrees to extend to County or its designee, the right to review and monitor all records, programs or procedures, at any time in regards to clients, as well as the overall operation

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FISCAL YEAR 2021-22**

of Contractor's programs in order to ensure compliance with the terms and conditions of this Agreement.

1.7 All expenses of copying records and other documents shall be borne by the party seeking to review those records and/or documents and charged at the rate of \$0.25 cents per page.

1.8 Contractor shall ensure that the logo for Lake County Behavioral Health Services (LCBHS) is included on flyers, handouts, and any advertising materials for any projects or events that LCBHS contributes to via funding from this Agreement.

1.9 Contract will notify the County about any change that may affect Contractor's eligibility and ability to provide services including, but not limited to, changes in licensing, certification, ownership and address.

2. RECORDS RETENTION.

2.1 Contractor shall prepare, maintain and/or make available to County upon request, all records and documentation pertaining to this Agreement, including financial, statistical, property, recipient and service records and supporting documentation for a period of five (5) years from the date of final payment of this Agreement. If at the end of the retention period, there is ongoing litigation or an outstanding audit involving the records, Contractor shall retain the records until resolution of litigation or audit. After the retention period has expired, Contractor assures that confidential records shall be shredded and disposed of appropriately.

2.2 Contractor shall maintain books, records, documents and other evidence that demonstrates the funding was used for the appropriate purposes laid out in the Scope of Services.

3. REPORTING REQUIREMENTS. Contractor agrees to provide County with any reports which may be required by State or Federal agencies for compliance with this Agreement.

3.1 Contractor agrees to keep records by using the Homeless Management Information System to track data. Contractor agrees to keep records by using the Coordinated Entry Systems when established. Contractor agrees to provide County with Quarterly Reporting as required by State or Federal agencies for compliance with this Agreement.

3.2 The Annual Expenditure report shall contain a detailed report which must include at a minimum:

- 1.) The Contractor's program or project selection process performed in collaboration with LCCOC.
- 2.) The Amounts awarded to the activities identified.
- 3.) Projected performance measures;

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FISCAL YEAR 2021-22**

4.) Contract expenditures, including an itemized breakdown for each fiscal year of this agreement until all funds awarded to contractor have been expended;

5.) Progress on the following performance measures and others established by the Contractor and described in this Exhibit to evaluate success in implementing eligible activities listed below:

A.) The number of homeless persons served.

B.) The number of unsheltered homeless persons served, and the average length of time spent as homeless before entry into the program or project;

C.) The number of homeless persons exiting the program or project to permanent housing.

D.) The number of persons that return to homelessness after exiting the program or project.

4. DESCRIPTION OF SERVICES.

4.1 Emergency Shelter:

A.) Contractor will provide basic needs to clients including but not limited to; food, water, hygiene, clothing, and other essential supplies.

B.) Provide 24/7 shelter staff.

C.) Provide a case management to provide clients with training including but not limited to; independent living, personal finances, health care navigation, help with medication, resume writing, job search assistance, and other services. Case manager will assist client's transition from emergency shelter to the transitional housing facility.

D.) This shelter shall shelter a total of 50 households (100 persons), with a Bed Capacity of 30 and 2 cribs.

4.2 Contractor will provide a Housing Navigator for street outreach to establish and maintain relationships with community partners including but not limited to; landlords, relators, housing developers, business owners, other service providers and other community announcements services and organizations. Housing Navigator will also identify landlords, rental sites, establish and maintain relationships with landlords, and provide support for landlords including cleaning costs exceeding cleaning deposit, minor modifications to improve habitability of rentals, payment of tenant screening and security deposit for clients, vacancy payments for landlords until New Digs client can be placed, reimbursement costs of any client damages, one month rent if client vacates prematurely, landlord training and coaching, and early intervention for dispute resolution between landlord and clients, client and neighbors, or clients and other tenants. The Housing Navigator through Elijah House COVID-19 Emergency Shelter will determine Transitional Housing entry based upon applications and Coordinated Entry, when established.

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FISCAL YEAR 2021-22**

4.3 Provide employment for one part time on-site case manager. This case manager will provide clients with training including but not limited to: independent living, personal finances, health care navigation, help with medication, resume writing, job search assistance and other services. Case manager will assist client's transition from emergency shelter to the transitional housing facility.

5. **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 Pub. Contract Code §10353.

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FISCAL YEAR 2021-22**

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 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 on or before the tenth (10th) working day of the month following the month in which services were provided.

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 ten days (10) after the date Contractor provides the services, or more than ten (10) days after this Agreement terminates, whichever is earlier. Contractor will submit last invoice no later than August 20, 2022.

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.

2.6 All billing forms, including supporting documentation, shall clearly reflect client names, number of client days, types of services, and corresponding rates, as well as the NPI numbers of staff who provided the service. **All supporting documentation must accompany the approved billing form or service(s) may be denied. Supporting documentation will include all progress notes, treatment/client plans and assessments.**

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SOLUTIONS GRANT CORONAVIRUS (ESG-CV) PROGRAM FOR
FISCAL YEAR 2021-22**

2.7 Contractor will be obligated to reimburse County for any claims subsequently denied for payment by the State of California due to violations of applicable rules and regulations.

2.8 Monthly payment may vary based on actual services billed.

2.9 County clients who are able to pay for services from other public or private resources are not billable under this Agreement.

2.10 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.

2.11 Contractor and County will 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.

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 Four Hundred Fifty Thousand Dollars (\$450,000.00) from the Emergency Solutions Grant – Coronavirus (ESG-CV), as administered by the County, has been allocated for Direct Services including Transitional Housing, and for which Elijah House Foundation has been awarded. The County will distribute the funding in accordance to the parameters set forth by the California Department of Housing and Community Development (HCD)

5. 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.

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SOLUTIONS GRANT CORONAVIRUS (ESG-CV) PROGRAM FOR
FISCAL YEAR 2021-22**

ESG-CV Funds Emergency Shelter							
Projected Expenses							
Elijah House Lake County							
GOAL: Emergency Shelter Operations COVID-19 SIP							
ESG-CV Total Funds Requested							\$ 450,000
INCOME				RATE/WEEK		WEEKS	TOTAL
ESG-CV Homeless Shelter				\$ 10,714.29		28	\$ 300,000
ESG-CV Rapid Rehousing							\$ 150,000
Total Request							\$ 450,000
EXPENSE	Positions	RATE/HR	HRS	RATE/WEEK	TAXES (ES)	WEEKS	TOTAL
Executive Director	1	\$ 29	5	\$ 145	\$ 22	28	\$ 4,669.00
Site Director	1	\$ 27	40	\$ 1,080	\$ 162	28	\$ 34,776.00
Shelter Supervisor	1	\$ 20	40	\$ 800	\$ 120	28	\$ 25,760.00
Intake Worker	1	\$ 17	40	\$ 680	\$ 102	28	\$ 21,896.00
Resident Supervisor	6	\$ 16	40	\$ 3,840	\$ 576	28	\$123,648.00
Utilities				\$ 1,500	\$ -	28	\$ 42,000.00
Food&Supplies				\$ 1,200		28	\$ 33,600.00
Case Manager/Housing Identifier	1	\$20.00	40	\$ 800	\$ 120	52	\$ 47,840.00
Employment Developer	1	\$20.00	10	\$ 200	\$ 30	52	\$ 11,960.00
Stabilization Services	Moving costs, application fees, utility deposits...						\$ 15,000.00
Landlord Incentives	Cost of repairs, cleaning, signing bonus, security deposit...						\$ 25,000.00
Computers, Office Supplies				\$ 250		52	\$ 13,000.00
Hazard Pay	13	\$2.00	40	\$ 1,040		28	\$ 29,120.00
Training							\$ 2,000.00
Fuel and Travel Expense				\$ 100		28	\$ 2,800.00
Admin (5%)							\$ 22,500.00
Total Expenses							\$ 455,569.00
Additional funds needed will be raised by Elijah House Foundation							

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FOUNDATION FOR SERVICES FUNDED UNDER THE EMERGENCY
SOLUTIONS GRANT CORONAVIRUS (ESG-CV) PROGRAM FOR
FISCAL YEAR 2021-22**

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 §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., title. 2, §11105.)
3. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS.**
 - 3.1 The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - A. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE
LAKE COUNTY CONTINUUM OF CARE AND ELIJAH HOUSE
FOUNDATION FOR SERVICES FUNDED UNDER THE EMERGENCY
SOLUTIONS GRANT CORONAVIRUS (ESG-CV) PROGRAM FOR
FISCAL YEAR 2021-22**

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, Part 15 and Executive Order 11738).

5. **PRIORITY HIRING CONSIDERATIONS.** The Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

6. **INDEMNIFICATION AND HOLD HARMLESS.** Contractor shall indemnify and defend County and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with Contractor's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of County. Contractor's obligations under this Section shall survive the termination of the Agreement.

7. **STANDARD OF CARE.** Contractor represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE
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FOUNDATION FOR SERVICES FUNDED UNDER THE EMERGENCY
SOLUTIONS GRANT CORONAVIRUS (ESG-CV) PROGRAM FOR
FISCAL YEAR 2021-22**

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.

8. 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.

9. 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.

10. INSURANCE.

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

10.2 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.

10.3 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.

10.4 Contractor shall procure and maintain Professional Liability Insurance for the protection against claims arising out of the performance of services under this Agreement caused by errors, omissions or other acts for which Contractor is liable. Said insurance shall be written with limits of not less than one million dollars (\$1,000,000).

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SOLUTIONS GRANT CORONAVIRUS (ESG-CV) PROGRAM FOR
FISCAL YEAR 2021-22**

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

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

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

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

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

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

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

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

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE
LAKE COUNTY CONTINUUM OF CARE AND ELIJAH HOUSE
FOUNDATION FOR SERVICES FUNDED UNDER THE EMERGENCY
SOLUTIONS GRANT CORONAVIRUS (ESG-CV) PROGRAM FOR
FISCAL YEAR 2021-22**

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

11. **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.

12. **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.

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

14. **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.)

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

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

17. **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.

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE
LAKE COUNTY CONTINUUM OF CARE AND ELIJAH HOUSE
FOUNDATION FOR SERVICES FUNDED UNDER THE EMERGENCY
SOLUTIONS GRANT CORONAVIRUS (ESG-CV) PROGRAM FOR
FISCAL YEAR 2021-22**

18. **HIPAA COMPLIANCE.** Contractor will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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.

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**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE
LAKE COUNTY CONTINUUM OF CARE AND ELIJAH HOUSE
FOUNDATION FOR SERVICES FUNDED UNDER THE EMERGENCY
SOLUTIONS GRANT CORONAVIRUS (ESG-CV) PROGRAM FOR
FISCAL YEAR 2021-22**

Exhibit D

Business Associate – Qualified Service Organization Agreement

THIS HIPAA BUSINESS ASSOCIATE and QUALIFIED SERVICE ORGANIZATION AGREEMENT (the "Agreement") is entered into effective March 1, 2021 (the "Effective Date"), by and between **Elijah house**, ("Business Associate/Qualified Service Organization") and **Lake County Behavioral Health Services** (the "Covered Entity").

Business Associate/Qualified Service Organization and Covered Entity have a business relationship (the "Relationship" or the "Agreement") in which Business Associate/Qualified Service Organization 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/Qualified Service Organization on behalf of Covered Entity. Business Associate is also a Qualified Service Organization (QSO) under 42 CFR, Part 2 and agrees to certain mandatory provisions regarding the use and disclosure of substance abuse treatment information. Therefore, if Business Associate is functioning as a Business Associate or QSO to Covered Entity, Business Associate agrees to the following terms and conditions set forth in this Business Associate/Qualified Service Organization Agreement.

Definitions

Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use. Terms used, but not otherwise defined, in this agreement shall have the same meaning as those terms in the HIPAA and CFR 42 Part 2 Regulations. Protected Health Information (PHI) includes electronic Protected Health Information (ePHI).

Specific definitions:

- (a) **Business Associate.** "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean ***Elijah house (name of contractor)***.
- (b) **Qualified Service Organization.** "Qualified Service Organization" shall generally have the same meaning as defined in 42 CFR 2.11, and in reference to the party to this agreement, shall mean ***Elijah house (name of contractor)***.

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE
LAKE COUNTY CONTINUUM OF CARE AND ELIJAH HOUSE
FOUNDATION FOR SERVICES FUNDED UNDER THE EMERGENCY
SOLUTIONS GRANT CORONAVIRUS (ESG-CV) PROGRAM FOR
FISCAL YEAR 2021-22**

- (c) **Covered Entity.** “Covered Entity” shall generally have the same meaning as the term “Covered Entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean ***Lake County Behavioral Health Services***.
- (d) **HIPAA Rules.** “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 as well as the HITECH Act.
- (e) **CFR 42 Part 2.** “CRF 42 Part 2” shall mean the federal law governing Confidentiality of Alcohol and Drug Abuse Patient Records and its implementing regulations.

Obligations and Activities of Business Associate/Qualified Service Organization

Business Associate/QSO agrees to:

- (a) **Limitations on Uses and Disclosures of PHI.** Business Associate/QSO 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/QSO, 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. See Permitted Uses and Disclosures by Business Associate below.
- (b) **Required Safeguards To Protect PHI.** Use, and document the implementation of, appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this Agreement;
- (c) **Reporting of Improper Use and Disclosures or Breaches of Unsecured PHI.** Report to Covered Entity within 24 business hours of Business Associate/QSO becoming aware of any use or disclosure of protected health information not provided for by the Agreement. Business Associate/QSO shall also report to Covered Entity within 24 business hours any breaches of unsecured protected health information as required at 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

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE
LAKE COUNTY CONTINUUM OF CARE AND ELIJAH HOUSE
FOUNDATION FOR SERVICES FUNDED UNDER THE EMERGENCY
SOLUTIONS GRANT CORONAVIRUS (ESG-CV) PROGRAM FOR
FISCAL YEAR 2021-22**

- (d) **Mitigation of Harmful Effects.** Business Associate/QSO agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate/QSO 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/QSO 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.
- (e) **Access to Information.** Within five (5) business days of a request by the Covered Entity, make available protected health information in a designated record set as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524. In the event an individual delivers directly to the Business Associate/QSO a request for access to protected health information, the Business Associate/QSO shall within two (2) business days forward such request to the Covered Entity;
- (f) **Availability of PHI for Amendment.** Within five (5) business days of request of a Covered Entity, make amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526. This includes, but is not limited to, the Business Associate/QSO providing such information to the Covered Entity for amendment and incorporation of any such amendment(s) in the protected health information. In the event an individual delivers directly to the Business Associate/QSO a request for amendment(s) to protected health information, the Business Associate/QSO shall within two (2) business days forward such request to the Covered Entity;
- (g) **Documentation of Disclosures.** Maintain a record of all disclosures of protected health information and information related to such disclosures, including the name of the recipient and the date of disclosure. If known, the records shall also include, the address of the recipient of the protected health information, a brief description of the protected health information disclosed, and the purpose of the disclosure which includes an explanation of the basis of such disclosure;
- (h) **Accounting of Disclosures.** Within five (5) days of notice by Covered Entity to Business Associate/QSO 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/QSO shall make available to Covered Entity information to permit Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. § 164.528. In the case of an electronic health record maintained or hosted by Business Associate/QSO 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/QSO, Business Associate/QSO shall within two (2) days forward such request to Covered Entity;

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE
LAKE COUNTY CONTINUUM OF CARE AND ELIJAH HOUSE
FOUNDATION FOR SERVICES FUNDED UNDER THE EMERGENCY
SOLUTIONS GRANT CORONAVIRUS (ESG-CV) PROGRAM FOR
FISCAL YEAR 2021-22**

- (i) **Availability of Books and Records.** Business Associate/QSO 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/QSO 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/QSO 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.
- (j) **Electronic PHI.** To the extent that Business Associate/QSO creates, receives, maintains or transmits electronic PHI on behalf of Covered Entity, Business Associate/QSO shall:
 - (I) Comply with 45 C.F.R. §§164.308, 301, 312, and 316 in the same manner as such sections apply to Covered Entity, pursuant to Section 13401(a) of HITECH, and otherwise implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI;
 - (II) Ensure that any agent to whom Business Associate/QSO provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect it; and
 - (III) Report to Covered Entity any security incident of which Business Associate/QSO becomes aware.
- (k) **Business Associate/QSO as Agent of Covered Entity.** To the extent the Business Associate/QSO is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate/QSO shall comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

Permitted Uses and Disclosures by Business Associate/QSO

- (a) Business Associate/QSO may only use or disclose protected health information:
 - (i) To carry out its duties to the Covered Entity pursuant to the terms of the Relationship;
 - (ii) For its own proper management and administration; and
 - (iii) To carry out its legal responsibilities.
- (b) Business Associate/QSO may use or disclose protected health information as required by law.
- (c) Business Associate/QSO agrees to limit uses and disclosures and requests for protected health information to the minimum amount necessary to accomplish the purpose of the request, use,

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE
LAKE COUNTY CONTINUUM OF CARE AND ELIJAH HOUSE
FOUNDATION FOR SERVICES FUNDED UNDER THE EMERGENCY
SOLUTIONS GRANT CORONAVIRUS (ESG-CV) PROGRAM FOR
FISCAL YEAR 2021-22**

or disclosure, and consistent with the Covered Entity's minimum necessary policies and procedures.

- (d) Business Associate/QSO may disclose protected health information for the proper management and administration of the Business Associate/QSO or to carry out the legal responsibilities of the Business Associate/QSO, provided the disclosures are required by law, or Business Associate/QSO obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person. Additionally, Business Associate/QSO must obtain an agreement from the receiving party to immediately notify the Business Associate/QSO of any instances of which it is aware in which the confidentiality of the information has been breached.
- (e) Business Associate/QSO may provide data aggregation services relating to the health care operations of the Covered Entity.

Provisions for Covered Entity to Inform Business Associate/QSO of Privacy Practices and Restrictions

- (a) Covered Entity shall notify Business Associate/QSO within five (5) business days of notice of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate/QSO's use or disclosure of protected health information.
- (b) Covered Entity shall notify Business Associate/QSO within five (5) business days of notice of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate/QSO's use or disclosure of protected health information.
- (c) Covered Entity shall notify Business Associate/QSO within five (5) business days of notice of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate/QSO's use or disclosure of protected health information.

42 CFR Part 2 – Substance Abuse Treatment PHI

- (a) **Qualified Service Organization Status.** To the extent that in performing its services for or on behalf of Covered Entity, Business Associate/QSO uses, discloses, maintains, or transmits protected health information that is protected by 42 CFR, Part 2, Business Associate/QSO acknowledges and agrees that it is a QSO for the purpose of such federal law. Business Associate/QSO acknowledges that in receiving, storing, processing or otherwise dealing with any PHI from the Covered Entity, it is fully bound by 42 C.F.R. Part 2.

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE
LAKE COUNTY CONTINUUM OF CARE AND ELIJAH HOUSE
FOUNDATION FOR SERVICES FUNDED UNDER THE EMERGENCY
SOLUTIONS GRANT CORONAVIRUS (ESG-CV) PROGRAM FOR
FISCAL YEAR 2021-22**

- (b) **Judicial and Administrative Proceedings.** Business Associate/QSO will resist any efforts, including judicial proceedings, to obtain PHI except as provided in 42 C.F.R. Part 2. In the event Business Associate/QSO 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/QSO's response to such request. Business Associate/QSO 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.
- (c) **Limitations.** Business Associate/QSO may use and/or disclose PHI within BA/QSO for the proper management and administration of its business, except as otherwise limited by the Agreement or 42 C.F.R. Part 2. Business Associate/QSO may use and/or disclose PHI within BA/QSO to carry out its legal responsibilities, except as otherwise limited by the Agreement or 42 C.F.R. Part 2. Re-disclosure of client information to third party is prohibited by 42 CFR Part 2 except to report violations of law as permitted by HIPAA and 42 C.F.R. Part 2.
- (d) **Notification.** Covered Entity will notify Business Associate/QSO of any changes in or revocation of, authorization by an Individual to use or disclose PHI. Covered Entity will notify Business Associate/QSO of any Individual requests for restrictions to the use or disclosure of PHI. Business Associate/QSO acknowledges it is fully bound by HIPAA and 42 C.F.R. Part 2.
- (e) **CFR 42 Part 2 Precedence.** Mandatory provisions of HIPAA preempt provisions of the Agreement. Provisions of the Agreement not mandated by HIPAA but nonetheless permitted by HIPAA will control. In the event of inconsistencies between HIPAA and 42 C.F.R. Part 2, the more restrictive rule will control.

Parties will comply with any and all federal, state and local laws pertaining to client confidentiality including, but not limited to, state mental health and developmental disability confidentiality law, state and federal drug and alcohol confidentiality laws and state AIDS/HIV confidentiality laws.

Term and Termination

- (a) **Term.** The Term of this Agreement shall be effective as of **March 1, 2021** and shall terminate at the time **Elijah house (Business Associate/QSO)** ceases to provide professional consulting services for **Lake County Behavioral Health Services** or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
- (b) **Termination for Cause.** Business Associate/QSO authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate/QSO has violated a material term of the Agreement. At the Covered Entity's option, the Covered Entity may permit the Business Associate/QSO to cure or end any such violation within the time specified by the Covered Entity. Covered Entity's option to have cured a breach of this Agreement shall not be

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE
LAKE COUNTY CONTINUUM OF CARE AND ELIJAH HOUSE
FOUNDATION FOR SERVICES FUNDED UNDER THE EMERGENCY
SOLUTIONS GRANT CORONAVIRUS (ESG-CV) PROGRAM FOR
FISCAL YEAR 2021-22**

construed as a waiver of any other rights Covered Entity has in the Relationship, this Agreement or by operation of law or in equity.

(c) **Obligations of Business Associate/QSO Upon Termination.**

- (i) Upon termination of this Agreement for any reason, Business Associate/QSO shall return to Covered Entity or, at the Covered Entity's discretion and direction, destroy all protected health information received from Covered Entity, or created, maintained, or received by Business Associate/QSO on behalf of Covered Entity, that the Business Associate/QSO still maintains in any form. This provision shall apply to protected health information that is in the possession of the Business Associate/QSO or agents of the Business Associate/QSO. Business Associate/QSO shall retain no copies of the protected health information.
- (ii) Upon termination of this Agreement for any reason, Business Associate/QSO may retain certain protected health information for its own management and administration or to carry out its legal responsibilities at the discretion of the Covered Entity. With respect to such protected health information necessary for Business Associate/QSO's own management and administration or to carry out its legal responsibilities which was received from Covered Entity, or created, maintained, or received by Business Associate/QSO on behalf of Covered Entity, Business Associate/QSO shall:
 - 1) Retain only that protected health information which is necessary for Business Associate/QSO to continue its proper management and administration or to carry out its legal responsibilities;
 - 2) Return to Covered Entity, or if agreed to by Covered Entity, destroy the remaining protected health information that the Business Associate/QSO still maintains in any form;
 - 3) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate/QSO retains the protected health information;
 - 4) Not use or disclose the protected health information retained by Business Associate/QSO other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraph (d) above under "Permitted Uses and Disclosures By Business Associate/QSO" which applied prior to termination; and
 - 5) Return to Covered Entity or, if agreed to by Covered Entity, destroy the protected health information retained by Business Associate/QSO when it is no longer needed by Business Associate/QSO for its proper management and administration or to carry out its legal responsibilities.

- (d) **Survival.** The obligations of Business Associate/QSO under this Section shall survive the termination of this Agreement.

Miscellaneous

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE
LAKE COUNTY CONTINUUM OF CARE AND ELIJAH HOUSE
FOUNDATION FOR SERVICES FUNDED UNDER THE EMERGENCY
SOLUTIONS GRANT CORONAVIRUS (ESG-CV) PROGRAM FOR
FISCAL YEAR 2021-22**

- (a) **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- (b) **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA, CFR 42 Part 2, HITECH, the Privacy Standards, Security Standards or Transactions Standards and any other applicable law.
- (c) **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules and CFR 42, Part 2.
- (d) **Injunctive Relief.** Business Associate/QSO stipulates that its unauthorized use or disclosure of protected health information 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.
- (e) **Indemnification.** Business Associate/QSO 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/QSO of its obligations under this Agreement.
- (f) **Exclusion from Limitation of Liability.** To the extent that Business Associate/QSO has limited its liability under the terms of this Agreement, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude any damages to Covered Entity arising from Business Associate/QSO's breach of its obligations relating to the use and disclosure of protected health information.
- (g) **Owner of Protected Health Information.** Under no circumstances shall Business Associate/QSO be deemed in any respect to be the owner of any protected health information used or disclosed by or to Business Associate/QSO by Covered Entity.
- (h) **Third Party Rights.** The terms of this Agreement do not grant any rights to any parties other than Business Associate/QSO and Covered Entity.
- (i) **Independent Contractor Status.** For the purposed of this Agreement, Business Associate/QSO is an independent contractor of Covered Entity, and shall not be considered an agent of Covered Entity.

**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE
LAKE COUNTY CONTINUUM OF CARE AND ELIJAH HOUSE
FOUNDATION FOR SERVICES FUNDED UNDER THE EMERGENCY
SOLUTIONS GRANT CORONAVIRUS (ESG-CV) PROGRAM FOR
FISCAL YEAR 2021-22**

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

Elijah House

Lake County Behavioral Health Services

By: _____

By: _____

Name: Joe Henderson

Name: Todd Metcalf, M.P.A.

Title: CEO

Title: Behavioral Health Services Director

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**AGREEMENT BETWEEN COUNTY OF LAKE – LAKE COUNTY
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE
LAKE COUNTY CONTINUUM OF CARE AND ELIJAH HOUSE
FOUNDATION FOR SERVICES FUNDED UNDER THE EMERGENCY
SOLUTIONS GRANT CORONAVIRUS (ESG-CV) PROGRAM FOR
FISCAL YEAR 2021-22**

EXHIBIT E – DEFINITIONS

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

Coordinated Entry System (CES)- An approach to coordinate and management of a crisis response systems that allow users to make consistent decisions from available information 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 transition housing, or exiting an institution where they temporarily reside.

Master Leased Medium Term- Rental assistance that is provided for 4 to 24 months and is eligible under the following CoC Program components: Permanent Housing: Rapid Rehousing, Homelessness Prevention, and Transitional Housing. Depending on the program component under which medium-term rental assistance is being provided, it could be tenant-based, project-based, or sponsor-based.

Risk of Homelessness- For individuals 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.”

Emergency/Temporary Shelter- Any facility with overnight sleeping accommodation, the primary purpose of which to provide temporary shelter for the homeless in general or for specific population of the homeless.

Transitional Housing- A project designed to provide housing and appropriate supportive services to homeless persons to facilitate movement into permanent housing.

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