

**PURCHASE OF SERVICES CONTRACT**  
Purchaser and Provider Information

Provider: North Central Community Action Program, Inc.  
Address: 911 Jackson Street  
Wausau, Wisconsin 54403

Purchaser: Marathon County  
Address: 500 Forest Street  
Wausau, WI 54403

**CONTRACT INFORMATION**

Contract start date: January 1, 2022  
Contract end date: December 31, 2022  
Payment pursuant to this Contract: \$33,757.00

**ARTICLE 1 - PARTIES**

**Section 1.1 – Parties to Agreement**

The parties to this agreement are the County of Marathon (hereinafter, “COUNTY”), a governmental subdivision of the State of Wisconsin, and the North Central Community Action Program, Inc. (hereinafter, “NCCAP”), a non-profit corporation (hereinafter collectively, the “Parties”).

**Section 1.2 – Parties’ Fiscal Years**

COUNTY operates fiscally on a calendar year basis.

NCCAP operates fiscally on a calendar year basis.

The parties acknowledge that although COUNTY has the power to contract, generally, county boards lack the authority to bind any future county board to long-term fiscal commitments.

**ARTICLE 2 – PAYMENT**

**Section 2.1 – Amount Paid Under Contract**

Upon execution of this contract, COUNTY will pay to NCCAP the lump sum of \$33,757.00.

**Section 2.2 – Basis for Payment**

Payment of the sum identified in Section 2.1 is based upon the provision of services set forth in Article 4 below.

## **ARTICLE 3 – RECITALS**

### **Section 3.1 – Historical Background**

NCCAP was founded as a Community Action Program designed to respond to the specific human service needs of this community. NCCAP’s mission is to act as an advocate, provider, and facilitator of programs and services for low-income individuals in Lincoln, Marathon, and Wood Counties. NCCAP seeks to create opportunities for people and communities to obtain skills, identify and utilize resources, and explore innovative options necessary to reduce poverty and increase self-sufficiency.

COUNTY, in recognition of the services provided by NCCAP, has historically contributed to the operating budget of NCCAP annually at various and substantial levels.

### **Section 3.2 – Acknowledgements**

The parties acknowledge that NCCAP has provided and continues to provide valuable services to, without limitation, residents, for-profit businesses, not-for-profit corporations, governmental sub-divisions, social service providers, families, and children in Wisconsin and in particular in the County of Marathon and to COUNTY. COUNTY has in good faith reviewed the services provided by NCCAP and those available from other sources. In light of the demonstrated ability of NCCAP to provide unique services at a high level of competence, COUNTY has determined that NCCAP is the one source that can supply and provide the services outlined in Article 4 of this contract as an integrated component of broader COUNTY goals and programs. Therefore, pursuant to Section 3.05(4) of the General Code of Ordinances for Marathon County, COUNTY has identified NCCAP as the sole source for the services procured by this contract.

COUNTY has recognized that, in light of the valuable services provided by NCCAP, it is appropriate to change COUNTY’s method of contribution to NCCAP to a payment for services basis beginning in 2020.

### **Section 3.3 – Intent of Parties**

The parties mutually desire to transform their fiscal relationship to a contract for services that is renewable annually by mutual agreement of the parties. The intent of this contract is to encapsulate the services provided by NCCAP to COUNTY into such a contract for services.

This contract is not binding on future COUNTY Boards of Supervisors. While not binding on future COUNTY Boards of Supervisors, the parties aspire to the annual renewal of this contract in the future with such modification as circumstances may warrant.

## **ARTICLE 4 – SERVICES TO BE PROVIDED**

### **Section 4.1 – Description of Services**

In exchange for the payment specified in Article 2, NCCAP agrees to provide the following services:

1. NCCAP will partner with North Central Health Care Community Treatment to provide services for clients of Community Treatment within Marathon County. Specifically, NCCAP will provide housing-related services, including rental subsidies, as part of treatment plans developed for clients of Community Treatment. Clients who may receive housing-related services include members of households with low income, members of households where cognitive and mental health issues are present, and members of households where AODA issues are present. NCCAP will coordinate appointments with Community Treatment case workers to meet needs for Community Treatment clients including employment, housing, transportation, and other identified needs.
2. NCCAP will partner with North Central Health Care Crisis and MMT departments to provide services to clients utilizing Crisis and MMT programming. Specifically, NCCAP will help to transition clients who are utilizing Crisis and MMT programming into crucial services to maintain sobriety and housing stability. NCCAP will work to link clients with specific support services while those clients receive AODA or mental health treatment.
3. NCCAP will partner with the Marathon County Department of Social Services to provide services to Community Response social workers. Specifically, NCCAP will provide services for recipients of Community Response services who are struggling with homelessness, access to child care, behavioral issues, or addiction issues.
4. NCCAP will partner with the Marathon County Jail and Probation and Parole to provide housing and case management services to individuals being released from incarceration.
5. NCCAP case management staff will provide services and skills training to COUNTY partners and service recipients.

#### **Section 4.2 – Reporting Requirements**

In November of 2022, NCCAP will furnish a summary report to COUNTY relative to the services provided under this contract. This report shall include the number of housing days per year provided to the populations described in Section 4.1 as well as re-entry into homelessness by populations served as described in Section 4.1.

#### **Section 4.3 – Inability to provide quality or quantity of services**

The parties acknowledge and agree that opportunities to provide services as described in Section 4.1 is not always consistent year-to-year. Accordingly, not all services outlined under this

contract may be up and running during a particular calendar year. Accordingly, this contract is intended to be applied in a flexible, dynamic manner by which substantial performance may be made.

NCCAP shall notify COUNTY in writing if it is unable to provide the required quality or quantity of services. Upon such notification, NCCAP and COUNTY shall determine whether such inability will require a revision or termination of this contract.

## **ARTICLE 5 – INDEMNITY AND INSURANCE**

### **Section 5.1 – Indemnity**

NCCAP agrees that it will at all times during the existence of this Contract indemnify COUNTY against any and all loss, damages, and costs or expenses which NCCAP may sustain, incur, or be required to pay by reason of services furnished by NCCAP under this Agreement. However, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by COUNTY.

In the event of any action, suit, or proceedings against NCCAP upon any matter indemnified against, NCCAP shall notify COUNTY within five (5) working days.

### **Section 5.2 – Insurance**

NCCAP agrees that, in order to protect itself as well as COUNTY under the indemnity provision set forth in the above paragraph, NCCAP will at all times during the terms of this Contract keep in force a liability insurance policy issued by a company authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance.

## **ARTICLE 6 – INDEPENDENT CONTRACTOR**

### **Section 6.1 - Independent Contractor Status**

Nothing in this Contract shall create a partnership or joint venture between COUNTY and NCCAP. NCCAP is at all times acting as an independent contractor and is in no sense an employee, agent or volunteer of COUNTY.

### **Section 6.2 - Workers' Compensation Insurance**

NCCAP represents that it has procured statutory workers' compensation insurance for itself and any employees unless exempt as provided by law. NCCAP will furnish COUNTY with Proof of Insurance prior to the commencement of any work under this contract.

In the event NCCAP has not procured statutory workers' compensation, NCCAP represents that it is lawfully exempt from statutory workers' compensation requirements. NCCAP specifically releases, holds harmless, and indemnifies COUNTY from any and all claims, damages, costs, or causes of action arising from a work-related injury covered by the Wisconsin Workers'

Compensation Law, Chapter 102, Wis. Stats., suffered by NCCAP or any employee of NCCAP in the course of providing services under this Agreement.

**ARTICLE 7 – RECORDS**

NCCAP shall maintain such records and financial statements as required by state and federal laws, rules, and regulations.

**ARTICLE 8 – REVISION OR TERMINATION OF CONTRACT**

**Section 8.1 - Cause for Revision or Termination of Contract**

Failure to comply with any part of this contract may be considered cause for revision or termination of this contract.

**Section 8.2 - Revision of Contract**

Revision of this contract may only occur if agreed to by both parties by an amendment signed by their authorized representatives.

**Section 8.3 - Termination of Contract**

This contract, NCCAP's provision of services under this Contract, shall terminate as of the date specified for termination.

If this Contract is terminated for cause prior to the contract end date, COUNTY's liability shall be limited to the costs incurred by NCCAP up to the date of termination. If COUNTY terminates the contract for NCCAP's breach, NCCAP may be liable for any additional costs COUNTY incurs for replacement services.

Notwithstanding anything contained in this contract to the contrary, no Event of Default shall be deemed to have occurred under this contract if adequate funds are not appropriated during a subsequent fiscal period during the term of this contract so as to enable COUNTY to meet its obligations hereunder, and at least thirty (30) days written notice of the non-appropriation is given to NCCAP.

**AUTHORIZED SIGNATURES**

County of Marathon

North Central Community Action Program, Inc.

\_\_\_\_\_  
Lance Leonhard (date)  
As Its Administrator

 2-15-2022  
Diane Sennholz (date)  
As its Executive Director



# Report to the Marathon County Public Safety Committee

February 7, 2023

Prepared by:  
Randy Westgate  
Judicare Mediation Services

# Background

Judicare Legal Aid is a non-profit law firm providing civil legal services to low-income clients and general assistance to the circuit courts in 32 Northern WI counties.

Judicare has been in existence since 1966 and is the main provider of legal aid services in Northern Wisconsin and part of the network of legal aid agencies that cover the state. We are based in Wausau and have 33 employees including attorneys, paralegals, and support staff.

Most of our funding comes from private and state grants and the federal Legal Services Corporation which is funded by congress. Unfortunately, the demand for our services is much higher than our resources, and many people, even those of limited means, don't qualify for legal representation under the federal rules.

The majority of litigants in civil law cases don't have an attorney to represent them and present their case. This is especially true in the small claims system where the court hears housing, consumer debt collections, garnishment, certain family cases, and money claims under \$10,000, all of which can have serious consequences.

The effect of pro-se litigants on the court system is significant. Pro-se parties enter a court system they don't understand, are not aware of the law and its implications, don't have the ability to present evidence or make legal arguments, and generally need a good deal of handholding to make it through the system. These cases take significant additional time and court resources to complete, and many times parties even then don't understand the process or the results.

# Marathon County

In Marathon County, Judicare in conjunction with our judges, created a unique program to address the issues caused by the large numbers of pro-se parties. Judicare provides mediation services to the court system to settle these mostly pro-se cases prior to a trial or other hearings before the judges and court commissioners.



## 01. Nearly 5 years experience

For almost five years, we've provided these mediation services to Marathon County courts including during the COVID pandemic.



## 02. 15 trained volunteers

We currently have 15 volunteer trained mediators in addition to Judicare staff. These mediators have completed a 40 hour training course along with 16 hours of observation and co-mediation, and have been individually been involved in dozens of cases



## 03. Neutral negotiations

In mediation, we don't represent parties or give legal advice. We are neutrals who work with the litigants to resolve court issues through negotiated settlement agreements and dismissals. These agreements result in the cancellation of the original suit and detail the obligations of the parties before they reach court intervention. These agreements are negotiated without the formalities of court proceedings and are entered into voluntarily.





# Marathon County Cases Covered



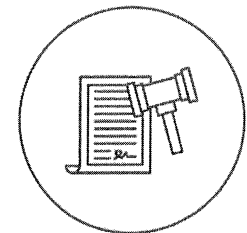
## Housing

Including eviction & damages



## Debt collection

Including consumer & medical debt

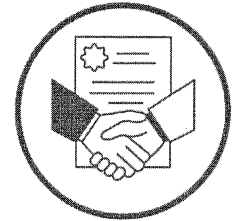


## General small claims

Actions under \$10,000

## Replevin

Return of property



## Financial divorce

For pro se parties



## Special judge-ordered mediation



**Judicare**  
LEGAL AID

## Marathon County Residents

Again, most of these cases are labeled small claims but they are anything but small. Parties face losing their home, receiving financial judgments which threaten their economic security with asset seizure and wage garnishments, and family stresses when couples are involved in a divorce or other family disputes.

For perspective, 22% of Marathon County residents according to United Way are ALICE – an acronym for individuals and families who are “Asset Limited, Income Constrained, Employed” – in other words they are one lost paycheck from real trouble. Their income is above the poverty level but below what it takes to support individuals and families with the necessary expenses for everyday living. When involved in a court action, these folks often face allegations of being behind on rent or unable to pay a bill which can unfortunately be true.

22%

Of Marathon County residents are one  
paycheck from real trouble.



**Judicare**  
LEGAL AID

# 2022 Impacts

In 2022, Judicare mediated approximately 250 cases in Marathon County with a settlement rate of over 80%. A majority of cases involve eviction and housing issues and over 75 evictions were avoided.

In addition to saving court time and money, we are a front-line eviction prevention program, unique in a small county, developing relationships with landlords and support agencies to target assistance where possible, all with the goal of avoiding evictions and the harm they cause when a different result can occur.

Preventing an eviction on a tenant's record is critical to finding safe and reliable housing in the future and working with landlords and support agencies is beyond what any court can do within its judicial power.

We are all aware of the issue of homelessness here in our community and this program is an important part of preventing housing instability before it leads to homelessness.

We are also aware of the lack of affordable housing in Marathon County and the limited ability of people to relocate if evicted or have an eviction on their record

The ability of our community to grow will ultimately depend on meeting future housing needs and this program directly addresses keeping people housed when possible.

80%

Settlement rate of around 250 cases handled  
in Marathon County in 2022.



# ROI for Marathon County

## 1 – Reduction in court resources used on cases:

Direct court time devoted to these cases is significantly reduced along with the time of other court personnel, which is then available to handle the backlog of criminal cases and other important matters.

Court personnel includes the judge, clerk, reporter, judicial assistants, Clerk of Court staff, and sheriff department deputies who handle security and serve writs of eviction and remove tenants from rented premises.

## 2 – Judges & commissioners freed up for other cases:

In addition to direct court time savings, judges and commissioners can redirect their schedules to address other cases.

- Judge Strasser is here and will attest to the fact that the six judges in our county strongly support the program and that they use their redirected time to handle cases which involve significant county costs (incarceration etc.) faster and more efficiently because of the program.
- We are all aware of the issues in the criminal system with a significant backlog and lack of attorneys (public defenders) to address the problem, and the need for courts to be faster and more efficient. The judges face this every day and recognize and value the mediation program.

These two items alone justify the county's investment several times over. At the same time, the courts and county can offer residents a program that provides assistance at what may be the most vulnerable time in their life.

It creates a win-win ----- where the direct savings resulting from the program saves more than two times its cost and that very system allows the courts to address the serious issues of housing, economic security, and family issues – while than revenue neutral.

# Why invest?

It was asked at a recent County Board meeting, why the county should be donating to a non-profit with taxpayers dollars. The programs before you today are not asking for charitable contributions, we provide direct services to the county as does any vendor. What's different is that each of us brings outside funds into the county that would otherwise go someplace else. No other vendors do that. Often the county's contribution covers only a percentage of our costs and non-profits are able to direct outside funds into our county and assist our citizens here. It would be a grave mistake not to support these efforts. Marathon County's financial support of programs is critical for us to attract outside dollars into the county, and creates opportunities for cost sharing with other governmental entities. Without the county support financially, our ability to bring in these funds is greatly diminished.

In 2023, Judicare Mediation will work to expand the number of cases we handle in Marathon County. Earlier intervention in mediation cases, better communication efforts when the case is initially filed, and the addition of non-violent harassment cases will expand our caseload. We hope to eliminate 300 cases from the court system that would otherwise be heard by the judges and commissioners and provide mediation services for citizens who otherwise have no viable alternatives.

Ultimately, our goal is to create a network of northern Wisconsin County Circuit Courts that utilize mediation to be more efficient and more effective. In our model, the participation of additional counties serves to spread the costs in the most effective manner and at the lowest cost when spread over other counties. We are currently starting programs in three other counties and more will follow this year. This will allow us to create a base for supporting our service through local funding from other counties in northern Wisconsin, and allow us to attract additional state and federal grants to the program.

Thank you to this committee for its past support and I'm glad to answer any questions you might have.



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#### Contracted Services for Marathon County

1. North Central Community Action Program (NCCAP) will partner with North Central Health Care Community Treatment to provide services for clients of Community Treatment within Marathon County. Specifically, NCCAP will provide housing-related services, including rental subsidies, as part of treatment plans developed for clients of Community Treatment. Clients who may receive housing related services include members of households with low-income, members of households where cognitive and mental health issues are present and members of households where AODA issues are present. NCCAP will coordinate appointments with Community Treatment case workers to meet needs for Community Treatment clients including employment, housing, transportation, and other identified needs.

**Community Treatment involves persons with Mental Health or AODA issues. All clients in community treatment have their own case worker at North Central Health Care. We connect with those case workers to provide additional services. Those services are typically dealing with housing.**

**North Central Health Care has consistently provided a referral bank of clients that have barriers to obtaining housing and also staying housed. Referrals are provided in person and by phone within the Youth and Adult Treatment programs. Health care case workers often attend meetings with the client and our case managers so comprehensive services are provided.**

**NCCAP has assisted a total of 28 households with a total of 840 housing days. Most only needed a one month subsidy, But we also provide case management services ranging from advocating on behalf of the clients to finding safe affordable housing and providing rental assistance. In addition, we help our clients complete forms get into subsidized housing programs such as Scattered Sites, and Section 8 and other income based housing, as well as providing referrals to area food pantries, Department of Vocational Rehabilitation, Job Service, Bridge Clinic, and Wausau Free Clinic, are also given. We do provide transportation when needed.**



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2. NCCAP will partner with North Central Health Care Crisis and MMT departments to provide services to clients utilizing Crisis and MMT programming. Specifically, NCCAP will help to transition clients who are utilizing Crisis and MMT programming into crucial services to maintain sobriety and housing stability. NCCAP will work to link clients with specific supports services while those clients receive AODA or mental health treatment.

**These folks are utilizing in-patient care, either in a crisis unit or a medically monitored unit.**

**A necessary element to these client's treatment plan is providing a safe and stable place to return to after treatment. We know that people who are using drugs or alcohol really need to stay away from their friends that still continue to use. They need to make new friends and develop new hobbies and create a new support circle.**

**North Central CAP helps with that by providing rental assistance upon transitioning out of treatment services. (usually in the form of a rental subsidy) or if possible, we enroll them in a housing program to help them for a longer period of time to help stabilize their environment. Our case managers also provide weekly follow-ups to keep the client on track and see how they are doing and what else they may need, such as more grocery, transportation, clothing for a new or existing job, and the like.**

**8 individuals were served for a total of 240 housing days who received treatment in Crisis or on the Medically Monitored unit where they were temporarily housed in the CBRF.**



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3. NCCAP will partner with the Marathon County Department of Social Services to provide services to Community Response social workers. Specifically, NCCAP will provide services for recipients of Community Response services, who are struggling with homelessness, access to child care, behavioral issues, or addiction issues.

**Typically the service we provide here is a one month rental subsidy or a housing program. This group of clients are working on getting their children back after they have lost them due to an unstable housing environment. We also help Social workers who are working in the elevate program. These social workers are connecting the parents who are NOT getting their kids back, to employment. These are parents who we want to connect with and provide stable housing so they can remain employed and provide financial stability to the household who HAS custody of the children.**

**26 households were placed in housing in 2022. Some of these households were working with Child Protective Services. A total of 4680 housing days were provided as these particular Households all received six months of rental assistance and case management services by North Central CAP which included learning how to set up a household budget, connecting them to a rent-smart program, sharing information on how to access the free clinic and Bridge Clinic, area food pantries, and local churches who can mentor and provide other services such as bus passes and potentially child care.**

4. NCCAP will partner with the Marathon County Jail and Probation and Parole to provide housing and case management services to individuals being released from incarceration.

**We work with Ronda Zastrow at the Marathon County jail to line up housing and get the paperwork ready for rental assistance before inmates are released. Some are working and will be okay going forward, others we hope to get connected to employment as well as housing. Here again we assist with providing budgeting and connecting them to other services when needed.**





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**In 2022, we helped 16 Individuals who were released from the Marathon County jail. A total of 480 housing days were provided.**

**One area of our services that is not listed in the contract is helping to provide housing to those folks who are going through drug court. We just started working with the Justice system early last year in 2022. Laura Yarie has been instrumental in connecting us with those involved in drug court. If we can get them into housing with rent provided by our agency, then more people can enter drug court. Stable housing is absolutely necessary to successfully complete the drug court program. Because the Courts can mandate certain services, this helps with the success of these clients remaining housed.**

**In all of the areas NCCAP provide services for Marathon County, the ultimate goal is to keep people stably housed, employed, and contributing to the community, and for those involved in the court system, we want to keep them out of jail. Once incarcerated, they become a liability for the County, since ultimately the Jail is the responsibility of Marathon County Government. Aside from the financial component, we do want our County to be Safe, Healthy, and Prosperous and a preferred place to live.**

5. NCCAP case management staff will provide services and skills training to COUNTY partners and service recipients.

**Through the North Central Continuum of Care (chaired by NCCAP), quarterly trainings are offered as well as additional trainings offered through the Continuum of Cares' partners and through WISCAP, as well as information sharing occurring on a weekly basis by members of the coalition'. Trainings this past year were:**

**Healthy People-Adverse Childhood Experience Interface Training**

**Healthy People – Up to Me**

**Behavioral Health Training Partnership- A Trauma Approach to Healing for Youth**

**Recovering from Sex Trafficking**

**BE Strong – Resilience Training for Parents**



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## **Trauma and Resilience 101**

### **Tips for Survivors of a Traumatic Event Managing Your Stress**

### **Creating a Culture Where Everyone Feels They Belong**

### **The Intersection of Lived and Learned Experiences on Civility in the Workplace**

### **Crucial Conversations, Critical Thinking, and the Art of Asking Better Questions**

**For Clients, we are still offering; the implementation of the requirement of a Rent Smart class through the UW-Extension (when financial assistance is provided) where clients can complete a series of courses to earn a certificate on topics such as planning for and meeting monthly expenses (classes held via Zoom), tips for finding and maintaining affordable housing, how to complete an application and why landlords screen applicants, strategies for building positive relationships with landlords and neighbors, responsibilities and rights of landlords and tenants, etc.**

North Central CAP is a Community Action Agency. Typically those who seek our services are at anywhere in between the federal poverty level up to 200% of poverty level. It is important that all of our services are free.

As a Community action agency, we are charged with collaborating with our local governments and partners to help serve the lower income population and the needs that have been identified.

We must prove this collaboration by the work we do. One of those ways North Central CAP does that, is to write grants that draw multiple agencies together for funding and to facilitate greater community engagement through Coalition work.

I write a local grant for rental assistance and for food assistance. North Central CAPS sub-recipients for these grants are : The Salvation Army, Catholic Charities, The Neighbors Place, The Women's Community, and Community Center of Hope in Mosinee. At the State level I write our Prevention and Rapid Rehousing grant that includes a subsidy for local Shelters. Currently North Central CAPS sub-recipients for that grant are The Salvation Army, Catholic Charities, and two abuse shelters—the Family Center in Wisconsin Rapids and Haven in Merrill.

One coalition that I engage multiple partners through is the North Central Continuum of Care Coalition. I chair that quarterly meeting and produce required action plans to secure HUD funding for our area.

In Marathon County, the needs of our clients have been identified as Weatherization and Rental assistance, along with serving the at risk youth.

Weatherization is a fully funded program. We can only weatherize homes/apartments if the client qualifies for energy assistance and if the home/apartment qualify, meaning that the structure is solid and the savings to

investment ratio is at least a 1. This is determined by an energy audit before weatherization can be done.

Our next largest programming component is comprised of 6 different housing programs with case management. They vary from a 1 month rent assist to 3 years of assistance and they are

Homeless Prevention

Rapid Rehousing

Tenant Based Rental Assistance – a program much like section 8

Supportive transitional housing

Emergency Rental Assistance

Section 8 in Lincoln County

Finally, we operate the AmeriCorps Program which fosters civic engagement and provides career training for program members. Host sites who hire AmeriCorps members to help them run their programs get financial relief too as this program pays up to 50% of the AmeriCorps members wage.

The program also requires members to do community service. Like helping run Chalkfest, the Balloon Rally, and Litter sweeps. I think this is very important for our youth because it gives them an understanding of the community they live in and shows them how important volunteering is.