



RESOLUTION No. 22-142

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF A CONTRACT WITH Foothills House of Hospitality, DBA Hospitality House TO PROVIDE NON-CONGREGATE INTERIM SHELTER LOCATED AT THE SIERRA GUEST HOUSE AND PRE-DEVELOPMENT WORK FOR FUTURE IMPROVEMENTS IN THE MAXIMUM AMOUNT OF \$668,900 FOR THE TERM OF APRIL 1, 2022 TO MARCH 31, 2023 AND AUTHORIZING AND DIRECTING THE AUDITOR-CONTROLLER TO AMEND THE HOUSING AND COMMUNITY SERVICES DEPARTMENT'S BUDGET FOR FISCAL YEAR 2021/22 (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, emergency shelter is a primary component of the homeless response system in Nevada County; and

WHEREAS, Foothills House of Hospitality, D/B/A Hospitality House has operated a variety of shelter types to meet the many needs of households experiencing homelessness; and

WHEREAS, in response to the COVID pandemic, non-congregate shelter (NCS) has been utilized across the county to ensure access to shelter for highly vulnerable unhoused households to provide for social distancing, hygiene and isolation and quarantine; and

WHEREAS, Hospitality House has assisted the County in implementing NCS shelter by providing essential services and working as good partner to coordinate and ensure safe access to both traditional shelter and NCS; and

WHEREAS, County issued RFP No. 148501, dated October 5, 2021 soliciting a partner for NCS operations to which Hospitality House responded; and

WHEREAS, the RFP Selection Committee reviewed and deemed Hospitality House's proposal responsive; and

WHEREAS, the Hospitality House proposal will add 20 beds of NCS capacity at a location owned and staffed by Hospitality House through this agreement, in line with County Board priorities and strategic objectives related to Homelessness and Housing.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Personal Services Contract by and between the County and with House of Hospitality dba Hospitality House related to providing 20-beds of Non-Congregate Shelter to vulnerable households experiencing homelessness for the contract term of April 1, 2022 through March 31, 2023 in the maximum amount of \$668,900, be and hereby is approved, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Contract on behalf of the County of Nevada. Funds in the amount of \$241,225 to be encumbered in Fiscal Year 2021/22.

BE IT FURTHER RESOLVED that the Auditor-Controller is authorized and directed to amend the Housing & Community Development Department's Budget for the Fiscal Year 21/22 as follows:

Fiscal Year 21/22

Expenditure	1589-50601-451-7000 / 521520	\$241,225
Expenditure	1589-50601-451-7000 / 561014	(\$241,225)

Funds to be disbursed from account: 1589-50601-451-7000/521520

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 22nd day of March, 2022, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.
Noes: None.
Absent: None.
Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Susan K. Hoek, Chair

3/22/2022 cc: Housing*
AC* (hold)

3/25/2022 cc: Housing*
AC*(release)
FHoH*

Administering Agency: Nevada County Health and Human Services Agency, Housing and Community Services Division

22-142

Contract No.

Contract Description: Provide eligible Nevada County homeless clients non-congregant shelter and case management services.

PROFESSIONAL SERVICES CONTRACT FOR HEALTH AND HUMAN SERVICES AGENCY

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of March 22, 2022 by and between the County of Nevada, ("County"), and Foothill House of Hospitality d/b/a HOSPITALITY HOUSE ("Contractor"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed Six Hundred Sixty Eight Thousand Nine Hundred Dollars (\$668,900).**
3. **Term** This Contract shall commence on, 4/1/2022. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: 3/31/2023.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A or elsewhere in this Contract shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

8. **Liquidated Damages**

Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages shall apply shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit F, attached hereto.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of the County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of the County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a Material Breach of this Contract, and, in addition to any other remedy available at law or otherwise, shall serve as a

basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.
13. **Certificate of Good Standing** Registered corporations including those corporations that are registered non-profits shall possess a Certificate of Good Standing also known as Certificate of Existence or Certificate of Authorization from the California Secretary of State, and further warrants to shall keep its status in good standing and effect during the term of this Contract.
14. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

Contractor without additional compensation. Contractor's personnel, when on the County's premises and when accessing the County network remotely, shall comply with the County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize the County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by the County's Chief Information Officer or his/her designee.

15. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
- Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
 - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
 - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
 - The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
16. **Accessibility** It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.
17. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
18. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
19. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
20. **Financial, Statistical and Contract-Related Records:**
- 20.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks,

receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.

- 20.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.
- 20.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.
21. **Cost Disclosure:** In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.
22. **Termination.**
- A. A Material Breach , as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.
 - B. If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) calendar days written notice to Contractor.**
 - C. Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
 - D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.
 - E. Any notice to be provided under this section may be given by the Agency Director.
 - F. Suspension: County, upon giving seven (7) calendar days written notice to Contractor, shall have the right to suspend this Contract, in whole or in part, for any time period as County deems necessary due to delays in Federal, State or County appropriation of funds, lack of demand for services to be provided under this contract, or other good cause. Upon receipt of a notice of suspension from County, Contractor shall immediately suspend or stop work

as directed by County and shall not resume work until and unless County gives Contractor a written notice to resume work. In the event of a suspension not the fault of the Contractor, Contractor shall be paid for services performed to the date of the notice of suspension in accordance with the terms of this Contract.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
 - 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
 - 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.
23. **Intellectual Property** To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, not the property of Contractor (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor by County, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
24. **Waiver** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other party.
25. **Conflict of Interest** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code
26. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other Contract, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Contract, shall be binding or valid.
27. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.

28. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
29. **Compliance with Applicable Laws** Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.
30. **Confidentiality** Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by the County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Contract, the Contractor agrees to protect the confidentiality of any confidential information with which the Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

The Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this Contract. Violation of the confidentiality of patient or client information may, at the option of the County, be considered a material breach of this Contract.

31. **Additional Contractor Responsibilities**
- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
 - B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
 - C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

32. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF NEVADA:

CONTRACTOR:

Nevada County Health and Human Services
Agency, Housing and Community Services
Division

Address: 950 Maidu Avenue
City, St, Zip Nevada City, California 95959
Attn: Mike Dent
Email: Mike.Dent@co.nevada.ca.us
Phone: (530) 265-1410

Foothill House of Hospitality d/b/a Hospitality
House

Address 1262 Sutton Way
City, St, Zip Grass Valley, CA 95949
Attn: Nancy Baglietto
Email: nbaglietto@hhshelter.org
Phone: (530) 271-7144

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

Authority: All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

COUNTY OF NEVADA:

By: *Susan Hoek* Date: 03/22/2022
Susan Hoek (Mar 22, 2022 14:29 PDT)

Printed Name/Title: Honorable Sue Hoek, Chair, of the Board of Supervisors

By: *Julie Patterson Hunter*

Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

CONTRACTOR: Foothill House of Hospitality D/B/A Hospitality House

By: *Nancy S. Baglietto* Date: 03/21/2022
Nancy S. Baglietto (Mar 21, 2022 09:39 PDT)

Name: Nancy S. Baglietto

* Title: Executive Director/CEO

By: *M. Graham* Date: 03/21/2022
Mikail Graham (Mar 21, 2022 10:57 PDT)

Name: Mikail Graham

* Title: Secretary

****If Contractor is a corporation, this Contract must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

Exhibits

- Exhibit A: Schedule of Services
- Exhibit B: Schedule of Charges and Payments
- Exhibit C: Insurance Requirements

EXHIBIT “A”
SCHEDULE OF SERVICES
FOOTHILL HOUSE OF HOSPITALITY, D/B/A “HOSPITALITY HOUSE”
EMERGENCY SHELTER: SIERRA GUEST HOME (SGH) PROGRAM

Pursuant to the Sierra Guest Home Program (also referred to herein as Program), Foothill House of Hospitality d/b/a “Hospitality House”, hereinafter referred to as “Contractor” shall provide Interim non-congregate (NCS) units totaling up to 20 beds of NCS capacity at the contractors SGH location. Contractor will work with the County to implement a navigation strategy to assist all NCS participants in securing permanent housing.

“**Interim**” is defined as up to 90-day stays with the ability to extend based on contractor, participant, and primary case management agreement related to the extension being needed to complete a viable permanent housing plan.

“**Non-congregate**” shelter refers to the provision of shelter in separate rooms as opposed dormitory settings that are the normal arrangement of emergency shelters.

“**Navigation Strategy**” refers to the use of standardized assessments to identify necessary steps for each participant to secure permanent housing. This assessment informs a housing navigation plan that outlines what linkages will be needed to achieve housing and what formal and informal supports will need to be in place in order to minimize the chance of a participant returning to homelessness. A navigation strategy includes regular weekly case conferencing meeting wherein contractor staff and primary case managers connected to the participants collaborate to complete all needed steps identified in the housing navigation plan.

Overview:

Contractor will provide up to 20 beds at any given time. These beds are accessed by a referral process managed by the County-led Housing Resource Team (HRT) in collaboration with contractor staff. Contractor staff will work closely with the County led HRT and the assigned case manager. This includes meeting weekly with the HRT to receive referrals to the program, review housing navigation plans, and coordinate and collaborate with participants primary case managers and other community service partners with the goal of accelerating placement of participants from the interim program to permanent housing. As contractor’s senior staff are themselves already members of the HRT, contractor has in place the necessary relationships and connections to rapidly implement utilization of the NCS site to ensure that the collaboration results in residents’ goals and needs being met.

Description of Services

Contractor shall:

1. Provide up to 20 NCS beds at any given time. Basic services required for all participants utilizing beds at the program site are as follows:

- 24/7 onsite supervision.
 - Breakfast, lunch, and dinner provided onsite.
 - Food storage made available onsite in refrigerators and freezers.
 - Television, Wi-Fi internet service, and a house telephone.
 - Transportation to medical appointments and other necessary trips will be provided by Hospitality House at no charge to the guest.
 - Staff will enter rooms once a week to change the bed linens and to assess the room for any damage or potential hazardous situations. Any new damage or hazards will be reported to the SGH Manager immediately.
 - Laundry services as needed.
 - Utilize demographic and/or sub-population information and work with the HRT to ensure room assignments match participant's and the needs of the SGH community to ensure a safe environment for residents, staff, and the community
2. Utilize the HRT to coordinate referrals, placement and, case management coordination in line with the participant's housing navigation plan.
- Attend weekly HRT case conferencing meetings
 - Share all referral forms, program guidance and participant agreements to members of the HRT. This must include a detailed eligibility statement that clearly defines cases wherein a participant would not be a suitable placement at the facility.
 - Ensure onsite staff know how to contact the identified primary case manager for each participant.
 - Work with primary case managers to assess exit destinations that do not result in a return to unsheltered homelessness when a participant may "time-out" or be terminated from the program prior to securing permanent housing.
3. Establish program regulations and general policies for the residents and staff to include.
- A participant program agreement that includes all program rules. This agreement must be signed by each participant prior to bed assignment. The agreement must clearly identify a grievance process, a program termination process and an appeals process.
 - General Policies that govern participants access to the site including common areas, smoking areas, checking in and out and guest visitation as well as participants policies related to the surrounding neighborhood.
 - Policies and procedures pertaining to weekly room checks
 - Definitive policy related to medication management that ensures safety of any participants prescribed medications and that NO staff will be responsible for the distribution of medications to program participants.
 - Establish a format for participant input into shelter operations and enrichment activities. Participants must have a defined way that allows for them to meet and provide feedback to staff related to policies and procedures and to assist in the development of activities and programming.

4. Establish a staffing plan that includes managers, advocates/participant liaisons, maintenance staff and housekeeping. The plan must clearly define the roles of each position, describe the processes and guidelines for interfacing with participants and primary case management and provide for cultural and linguistic considerations in line with participant needs
 - Develop a shift schedule that ensure overnight supervision
 - An outline of all staffing roles that are partially or fully covered by county funds:
 - Ensure all staff contact information is up to date and distributed to primary case managers
 - Clearly defined shift duties for each position that provides support to the participants and the facility operations and maintenance
 - Participant access to primary case management during normal business hours, enrichment activities and housing readiness activities such as rent-well or ready to rent course.
 - A description of how staff and facilities will accommodate persons who do not speak English or who have mobility and/or sensory disabilities

5. Other Contractor duties related to the SGH program:
 - Comply with any/all required federal, state, and local licenses, certificates, permits and approvals consistent with the services and activities in this Schedule of Services.
 - Provide monthly reports on specific data elements (listed below) to the county.
 - Maintain a log of safety issues and/or issues that resulted in the termination of a participant from the program
 - In cases where damages were cause by a participant to a room or a part of the facility: ensure documentation of damages (pictures, staff statements etc) and provide separate invoice for any repair that was completed by an entity not directly connected to the contractor's operations staff (i.e. outside contractor or repair specialists).
 - Maintain all required insurance on the site including insurance for any vehicle operated for contractor staff that will be used to assist in transportation of program participants.

6. Contractor is required to establish data collection and reporting measures:
 - Contractor is required to utilize HMIS to collect and report data in line with specific reporting requirements and to ensure all project participants are in Coordinated Entry.
 - Ensure all clients are in HMIS through CE
 - Ensure your program is in HMIS, including your grant information
 - Work with the HMIS System Administrator to do this
 - Enter all of your clients into your HMIS program and exit them from your program as appropriate

- If your client is housed, deceased, moves, or becomes inactive, exit them from your program and follow the process to have them exited from CE as well
 - Run quarterly data quality reports and make appropriate updates
 - Work with the HMIS System Administrator on which HMIS reports to run to complete this
 - System-wide HMIS reports (which include your program) are submitted at a local level as well as to the state of California and the Department of Housing and Urban Development (HUD)
 - To ensure these reports are accurate, it is critical that the data you enter is thorough, timely and precise
- Review and adhere to state guidance related to data reporting requirements and processes published by the California Homeless Coordinating and Financing Council (HCFC) Homeless Housing. Assistance and Prevention Program (HHAP) including:
 - HHAP Annual report guide
 - HHAP Annual report checklist
 - HHAP Round 2 NOFA
 - Health and Safety Code Section 50222, subdivision (a)
 - Coding HCFC Grants as funding Sources in HMIS
- Assist County staff in completing all aspects of the HHAP annual reports as required by HCFC in line with state requirements. Annual reports are January 1. Contractor is not responsible for submitting annual reports but is required to assist County staff in the reporting process. To prepare for annual reports contractor shall:
 - Conduct quarterly APR reviews to ensure data quality. Work with onsite staff to make any corrections to participant enrollment, demographic information and exit information.
 - Provide an annual APR in CSV file format
 - Produce a summary report of APR data specific to:
 - The number of people served
 - The number of exits and exit destinations
 - Assist County staff in reviewing APR data to complete the state required Supplemental Outcomes Form, the Performance Metrics Form and the Narrative Reporting -Racial Equity and Partnership review questions.
- Provide an annual written qualitative data report that includes:
 - An evaluation of Program performance including highlights and successes and areas where the Program could improve

- An individual story of a Program participants that highlight Program successes and challenges and collaboration with other service providers
- An area where the Program made adjustments or implemented new approaches during the contract year and areas that are being looked at for improvement in the coming year.
- Monthly census and exit reports will be due on the 1st of every month:
 - Total number of intakes in the previous month
 - Total census as of the first of the month
 - Length of Stay for each participant in the program as of the first of each month
 - Any exit destinations recorded that month: # to shelter, # housed, # exit to street or place not meant for human habitation, # to other program destinations etc.

7. Other provisions related to the SGH site:

- Contractor shall utilize identified funds within Ex. B of this contract to complete pre-development steps required to access future funding related to the development of SGH to include permanent housing and/or rehabilitation and/or expansion of the interim facility. These funds can be used to:
 - Retain an architectural firm to develop schematic and construction drawings, architectural plans and cost estimates
 - Contract for an environmental assessment
 - Contract for a property appraisal
 - Contract for a title report
 - Contract for proposal writing services
 - Contract with modular construction consultant
 - Contract for soils test
 - Apply for necessary permits and entitlements
 - With prior written approval from County staff, other items deemed necessary

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
FOOTHILL HOUSE OF HOSPITALITY D/B/A "HOSPITALITY HOUSE"
EMERGENCY SHELTER: SGH PROGRAM

Maximum Limit & Fee Schedule

Contractor’s compensation shall be paid at the schedule shown below. Reimbursement of travel, lodging and miscellaneous expenses is not authorized.

For satisfactory performance of services in accordance with Exhibit “A”, County shall pay Contractor a maximum of \$668,900 for the contract term of April 1, 2022 through March 31, 2023. This includes \$568,900 for the provision of the NCS beds and staffing and \$100,000 for completing pre-development steps related to the expansion and or rehabilitation of the SGH.

For the Emergency Shelter Program, Contractor shall invoice monthly based on actual occupancy using the rates set forth below for the cost of the SGH program up to the contract maximum. Detailed documentation shall be provided with the invoices to support the costs. The County will not pay for rooms unoccupied during the month, however, the County may request, and the Contractor may agree, to provide additional beds as capacity at SGH allows. Contractor and County agree such requests will not exceed the maximum contract price of \$668,900.

Operations:	Cost per Unit:	Maximum Cost:
- 20 beds	\$40.00 per day	\$292,000
Staffing:		
- SGH Manager	\$35.00 per hour	\$51,688
- SGH Advocate	\$27.00 per hour	\$179,431
- On-Site Maintenance	\$35.00 per hour	\$25,844
- On-Site Housekeeping	\$27.00 per hour	\$19,937

For the Pre-Development Task, Contractor shall invoice monthly based on actual costs incurred. Invoice backup must include detailed documentation supporting the costs in the categories identified in Exhibit A, Item 7.

Invoices

Invoices shall be submitted to County in a form and with sufficient detailed as required by County as follows:

- Number of occupied beds per day for the month multiplied by the Cost per Unit
- Number of staffing hours by staffing category per month multiplied by the Cost per Unit
- Pre-Development category of expense and cost incurred

Work performed by Contractor will be subject to final acceptance by the County project manager(s).

Submit all invoices to:

Nevada County Housing & Community Services
Address: 950 Maidu Ave

City, St, Zip: Nevada City, CA 95959
Attn: Briana Bacon
Email: Briana.bacon@co.nevada.ca.us
Phone: 530-265-1401

Payment Schedule

The County will make payment within thirty (30) days after the billing is received and approved by the County Contract Manager. Unless otherwise agreed to by the County, all payments shall be made by Automated Clearing House (ACH). In the event County is unable to release payment by ACH the Contractor agrees to accept payment by County warrant.

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

- (i) **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (ii) **Sexual Abuse or Molestation (SAM) Liability:** If the work will include contact with minors, elderly adults, or otherwise vulnerable clients and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain policy covering Sexual Abuse and Molestation with a limit no less than **\$500,000** per occurrence or claim.
- (iii) **Automobile Liability** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- (iv) **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. **(Not required if contractor provides written verification it has no employees).**
- (v) **Professional Liability** (Errors and Omissions) Insurance covering **medical malpractice** and information privacy coverage with limit no less than **\$1,000,000** per occurrence or claim, **\$1,000,000** aggregate.

The Insurance obligations under this Contract shall be the greater of 1—all the Insurance coverage and limits carried by or available to the Contractor; or 2—the minimum Insurance requirements shown in this Contract. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to Agency. No representation is made that the minimum Insurance requirements of this Contract are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (i) **Additional Insured Status: The County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to

the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)

- (ii) **Primary Coverage** For any claims related to this contract, the **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (iii) **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.
- (iv) **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (v) **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
- (vi) **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**
- (vii) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (viii) **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note – should be applicable only to professional liability)**
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.
- (ix) **Verification of Coverage** Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (x) **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that

County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

- (xi) **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (xii) **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.
- (xiii) **Premium Payments** The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- (xiv) **Material Breach** Failure of the Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
- (xv) **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of a contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

FOOTHILL HOUSE OF HOSPITALITY D/B/A HOSPITALITY HOUSE

Provide eligible Nevada County homeless clients non-congregant shelter and case management services.

SUMMARY OF MATERIAL TERMS

Max Multi-Year Price: 668,900

Contract Start Date: 4/1/2022

Contract End Date: 3/31/2023

Liquidated Damages: N/A

INSURANCE POLICIES

FUNDING

Commercial General Liability	(\$2,000,000)	1589 50601 451 7000
Sexual Abuse or Molestation Liability	(\$1,000,000)	
Automobile Liability	(\$1,000,000)	
Worker's Compensation	(Statutory Limits)	
Professional Errors and Omissions	(\$1,000,000)	

LICENSES AND PREVAILING WAGES

Designate all required licenses: N/A

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:		CONTRACTOR:	
Nevada County Health and Human Services Agency, Housing and Community Services Division		Foothill House of Hospitality d/b/a Hospitality House	
Address:	950 Maidu Avenue	Address	1262 Sutton Way
City, St, Zip	Nevada City, California 95959	City, St, Zip	Grass Valley, CA 95949
Attn:	Mike Dent	Attn:	Nancy Baglietto
Email:	Mike.Dent@co.nevada.ca.us	Email:	nbaglietto@hhshelter.org
Phone:	(530) 265-1410	Phone:	(530) 271-7144

Contractor is a: (check all that apply)	EDD Worksheet Required
Corporation: <input type="checkbox"/> Calif., <input type="checkbox"/> Other, <input checked="" type="checkbox"/> LLC, <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Non- Profit <input type="checkbox"/> Corp <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>	
Partnership: <input type="checkbox"/> Calif., <input type="checkbox"/> Other, <input type="checkbox"/> LLP, <input type="checkbox"/> Limited	
Person: <input type="checkbox"/> Indiv., <input type="checkbox"/> DbA, <input type="checkbox"/> Ass'n <input type="checkbox"/> Other	

ATTACHMENTS

Exhibit A: Schedule of Services
Exhibit B: Schedule of Charges and Payments
Exhibit C: Insurance Requirements