

**AMENDMENT #1 TO THE PERSONAL SERVICES CONTRACT WITH
NEVADA COUNTY HOUSING DEVELOPMENT CORPORATION (NCHDC)**

THIS AMENDMENT #1 is dated this 12th day of December, 2017 by and between Nevada County Housing Development Corporation hereinafter referred to as “Contractor” and COUNTY OF NEVADA, hereinafter referred to as “County”. Said Amendment will amend the prior agreement between the parties entitled Personal Services Contract as approved per Resolution No. 16-561.

WHEREAS, the County entered into a renewal contract with Contractor for the continuation of services related to Behavioral Health’s community-based housing projects targeted to reduce homelessness for residents with mental health disabilities, and to reimburse the Contractor for costs associated with lease/rental agreements for authorized program participants for the contract term of January 1, 2017 through December 31, 2017; and

WHEREAS, the parties desire to amend their agreement to: 1) increase the Maximum Contract Price from \$201,848 to \$318,710 (an increase of \$116,862); 2) extend the Contract Termination Date to June 30, 2018; 3) amend Exhibit “A”, Schedule of Services to add quarterly reporting requirements related to revenues received per client and distribution of any program income; and 4) amend Exhibit “B”, Schedule of Charges and Payments to reflect the increase in the maximum contract price.

NOW, THEREFORE, the parties hereto agree as follows:

1. That this Amendment #1 shall be effective as of December 12, 2017.
2. That Section (§2), Maximum Contract Price shall be changed to the following: \$318,710.
3. That Section (§3), Contract Termination Date shall be changed to the following: 06/30/2018.
4. That the Schedule of Services, Exhibit “A” is amended to the revised Exhibit “A” attached hereto and incorporated herein.
5. That the Schedule of Charges and Payments, Exhibit “B” is amended to the revised Exhibit “B” attached hereto and incorporated herein.
6. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

COUNTY OF NEVADA:

By: _____
Honorable Hank Weston
Chair, Board of Supervisors

ATTEST:

By: _____
Julie Patterson Hunter
Interim Clerk of the Board of Supervisors

CONTRACTOR:

By: _____
Jennifer Price, Executive Director
Nevada County Housing
Development Corporation
P.O. Box 1164
Grass Valley, California 95945

EXHIBIT “A”
SCHEDULE OF SERVICES
NEVADA COUNTY HOUSING DEVELOPMENT CORPORATION

Nevada County Behavioral Health hereinafter referred to as “County”, and Nevada County Housing Development Corporation (NCHDC) hereinafter referred to as “Contractor”, agree to enter into a specific contract for: services related to Behavioral Health’s community-based housing projects targeted to reduce homelessness, and help obtain and maintain housing for residents with a mental health disability, and to reimburse the Contractor costs associated with lease and rental agreements for authorized program participants of the Housing and Urban Development (HUD) Supportive Housing Programs (SHP), and master leasing agreements to serve mental health clients.

Background:

Approximately half of the people experiencing homelessness suffers from a mental health issue, according to the National Alliance to End Homelessness. Mental and physical health problems are often exacerbated by living on the streets and / or in homeless shelters. In 2010, the Nevada County Homeless Coordinating Council and the Placer Consortium on Homelessness agreed to merge. This organization is now a non-profit, Homeless Resource Council of the Sierras (HRCS). HRCS works to achieve improved coordination of services, more efficient resource allocation and regional planning to address homelessness. NCHDC is a charter member of HRCS.

Overview of Program:

Nevada County Behavioral Health’s housing programs targets individuals with a mental health disability. Supportive housing enables this special needs population to live as independently as possible in permanent housing. The primary objective of the Nevada County Mental Health Services Act (MHSA) Housing Program and Nevada County supported housing programs (SHP- Summer’s Haven, Home Anew and Winters’ Haven) is to support individuals with mental health disabilities in acquiring and maintaining their housing.

The Supportive Housing Programs through grant agreements with HUD are designed to promote, as part of a local Continuum of Care Strategy, the development of long-term, community-based housing and supportive services for MHSA eligible homeless persons with mental health disabilities.

Description of Services:

Nevada County Housing Development Corporation shall provide supportive housing services as follows:

- Provide Housing Coordinator services to include administrative and supportive services.
- Assist in applying for Supportive Housing Program (SHP) grants, including renewals, amendments, extensions and bonus grants.
- Assist with the Technical Submission of the US Department of Housing and Urban Development (HUD) grant renewals, amendments and extensions in collaboration with the Continuum of Care (CoC) and the County Behavioral Health Department.
- Provide assistance to potential tenants in completing their housing applications, which may include driving potential tenants to community based organizations to pick up documents, or to sign up for benefits, etc.

- Determine applicant's eligibility for Mental Health Services Act (MHSA) Housing Programs, including SHP Programs based on the following criteria and in accordance with Program applicable rules and regulations:
 1. Homelessness
 2. Disability
 3. Income
 4. Resources
 5. Resident Rental share based on income
- Assist potential clients in identifying appropriate housing, entering appropriate subleases or rental agreements and moving into properties.
- Negotiate and enter a minimum of fifteen (15) Master Leases, which will be limited to HUD Fair Market Rates and/or Public Housing Authority Rent Payment Standards, with landlords for properties to be sublet to tenants with HUD vouchers.
- Assist potential tenants to negotiate and enter a minimum of two rental agreements with landlords.
- Sublet master-leased units to mental health clients.
- Create and maintain a Security/Repair fund with \$250 per month from monthly rents collected on the Stewart Street master-lease. This account is to be used when a Stewart Street tenant's security deposit does not cover the cost to repair damages caused by the tenant at Stewart Street. This fund is also to be used for rent when rooms are vacant. If the account is depleted, then MHSA CSS funds will be utilized for needed repairs and for vacant units.
- Ensure that all leased properties are properly managed and maintained; ensuring that the properties remain clean and habitable to protect both tenants and neighbors.
- Conduct HUD Inspection Checklist upon client move in and annually thereafter.
- Comply with all applicable laws, regulations and ordinances related to HUD and MHSA Housing programs provided under this Agreement, including but not limited to all federal and state laws related to fair housing, discrimination, disability accommodation, and civil and constitutional rights.
- Assist tenants to identify furnishing and household item needs and coordinate with County Behavioral Health staff for approval and purchasing.
- Assist tenants year round on meeting their housing program goals so that they may remain in permanent housing. Assistance may include:
 1. Helping participants increase skills and/or income
 2. Working with Behavioral Health and Contractor staff to help participants achieve greater self-determination to live independently as possible.
 3. Assisting participants in applying for other state and federal programs such as SSI, Housing Choice Vouchers, General Assistance, Food Stamps, etc.
- Serve as the Housing Coordinator liaison between landlords, tenants, and the County.
- Assist County Planning Department with preparation and submission of HUD required Environmental Review Documentation prior to signing the lease.
- Enter all homeless participant information into Homeless Management Information Systems (HMIS).
- Provide Quarterly and Annual Reports as required by MHSA. MHSA quarterly reports are due on April 30th, July 30th, October 30th and January 30th. The MHSA Annual report is due on July 30th of each year.
- Provide the Annual Progress Report for the SHP (Summer's Haven, Winters' Haven and Home Anew) by the required due dates as identified by HUD.

- Perform quarterly reviews and update the housing case files to keep documentation current.
- Provide quarterly a list of revenues received from and on behalf of clients. It shall list each client individually and shall tabulate revenue amounts received and from what source along with any disbursements made on behalf of the clients, e.g. payments made to landlords for rent, payments for repairs and distribution of any program income.
- Contractor or a staff member will attend MHSA Steering Committee Meetings.
- Continue to participate in and support the HRCS.

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
NEVADA COUNTY HOUSING DEVELOPMENT CORPORATION

Subject to the satisfactory performance of services required of Contractor pursuant to this Agreement, and the terms and conditions set forth in this Agreement, the County shall pay Contractor a maximum amount not to exceed \$318,710 for the performance of all services to be provided under this Agreement.

The contract maximum is based on the following project budget:

Leasing	\$ 213,000
Housing Coordinator 1,560 hrs @\$22.44/hr; 975 hrs @ \$17/hr	\$ 51,581
CEO 130 hours @\$46.50/hr	\$ 6,045
Payroll Benefits: Taxes, W/C, Medical	\$ 7,735
Phone Allowance	\$ 300
Mileage @ IRS rate	\$ 5,498
Office Supplies	\$ 4,327
Accounting	\$ 1,250
Subtotal	\$ 289,736
Administration @ 10%	\$ 28,974
Grand Total	\$ 318,710

Contract reimbursement will be based on actual salary/benefits of Contractor's assigned staff and program expenses including leases.

Contract maximum is contingent and dependent upon the department's receipt of anticipated grant funding for this program.

Leases entered into by NCHDC and subleased to tenants under the SHP grants shall be reimbursed as follows: A set of twelve (12) monthly vouchers will be created for each tenant's lease and delivered to the Nevada County Behavioral Health Department as soon as they are fully signed. The vouchers will state the name of the tenant, the address of the leased housing, the due date, and the itemized amount(s) to be reimbursed according to the SHP grant terms, including any deposit(s).

County shall review the set of vouchers for a tenant and notify Contractor within fifteen (15) working days if an individual item or group of costs is questioned. Contractor has the option to remove the questioned cost(s) or delay payment pending resolution of the cost(s). Payment of the first approved voucher for that tenant shall be made within thirty (30) days of receipt of complete, correct, and approved set of vouchers. For the remaining vouchers in the set, payment will be made by the County on or before the due date.

Contractor shall notify County immediately when a lease is terminated, and refund/credit to County within thirty (30) days of receipt any payments made after termination.

For administrative services and other program expenses, Contractor shall submit monthly invoices with an itemized breakdown by grant program listing:

- Date(s) and number(s) of hours of services performed,
- Mileage,
- Office supplies, etc.
- Administrative costs calculated as 10% of the total of the month's expenses including all lease reimbursements due for that month (which are invoiced separately).

Contractor agrees to be responsible for the validity of all invoices and vouchers.

County shall review the invoice and notify Contractor within fifteen (15) working days if an individual item or group of costs is questioned. Contractor has the option to remove the questioned cost(s) or delay the entire invoice pending resolution of the cost(s). Payment of approved invoices shall be made within thirty (30) days of receipt of a complete, correct, and approved invoice. Contractor shall submit invoices, reports and documentation, and lease reimbursement vouchers to:

Nevada County Behavioral Health Department
Attn: Fiscal Staff
500 Crown Point Circle, Suite 120
Grass Valley, California 95945