

**AMENDMENT #1 TO THE CONTRACT BETWEEN THE COUNTY OF
NEVADA AND FOOTHILL HOUSE OF HOSPITALITY D/B/A HOSPITALITY
HOUSE (RES 22-373)**

THIS AMENDMENT is executed this December 6, 2022, by and between FOOTHILL HOUSE OF HOSPITALITY D/B/A HOSPITALITY HOUSE, 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 Professional Services Contract, executed on July 22, 2022, per Resolution 22-373; and

WHEREAS, Contractor provides eligible Nevada County homeless access to emergency housing through the Low Barrier Shelter (LBS) program; and

WHEREAS, the parties desire to amend their Contract to increase the maximum price from \$170,000 to \$330,000 (an increase of \$160,000), revise Exhibit “A” Schedule of Services to increase shelter beds from eight (8) low-barrier to a maximum of sixty-five (65), of which at least eleven (11) will remain low-barrier, and revise 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 Amendment #1 shall be effective as of December 6, 2022
2. That Maximum Contract Price, shall be amended to the following: \$330,000, an increase of \$160,000.
3. That the Schedule of Services, Exhibit “A” is amended to the revised Exhibit “A” attached hereto and incorporated herein.
4. That the Schedule of Charges and Payments, Exhibit “B” is amended to the revised Exhibit “B” attached hereto and incorporated herein.
5. That the Summary page in its entirety be replaced with the attached Summary Page.
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: _____
Susan Hoek
Chair of the Board of Supervisors

ATTEST:

By: _____
Julie Patterson-Hunter
Clerk of the Board

CONTRACTOR:

By: _____
Nancy Baglietto
Executive Director

EXHIBIT “A”
SCHEDULE OF SERVICES
FOOTHILL HOUSE OF HOSPITALITY D/B/A HOSPITALITY HOUSE

Pursuant to the previous Low Barrier Shelter Program (also referred to herein as Program), Foothill House of Hospitality d/b/a Hospitality House, hereinafter referred to as “Contractor” shall provide up to sixty five (65) Shelter beds per night in the Hospitality House Community Shelter dedicated to serving the needs of the homeless. A minimum of eleven (11) beds will remain “low barrier.”

Low Barrier Shelter, also known as “Shelter First,” is a model of service delivery that provides for the basic needs of shelter for people experiencing homelessness in order to get them off the streets. It prioritizes the provision of shelter and basic needs first so that people can more easily access other services (i.e. housing programs, substance use treatment programs, mental health support programs, other safety-net services/programs). In practice, this means:

- Individuals will be encouraged to participate in available programs but not required. However, all individuals must work toward meeting their individualized goals as part of their participation in the Hospitality House program.
- Sobriety will not be required for the eleven (11) low-barrier; however, there will be no drug or alcohol use on the premises.
- Each person who comes to the shelter will have a formal intake and registration interview with a trained staff member but will not be denied service if they do not have a valid ID.
- There will be limited storage space for personal items.
- Service animals and companion pets will be accommodated as space permits.

Overview:

Contractor will provide up to sixty five (65) Shelter beds per night, with a minimum of eleven (11) Low Barrier Shelter beds.

Description of Services

Contractor shall provide:

1. A minimum of eleven (11) low barrier shelter beds meeting the above definition of “Low-Barrier Shelter”
2. Additional shelter beds for up to fifty-four (54) with the intent of serving as many people as possible in need of shelter services.
3. Maintain a valid Conditional Use Permit (CUP) and 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.
4. Ensure the provision of food to all shelter guests.
5. Ensure a separate and fully ADA compliant restroom facility for all shelter guests.
6. Provide dedicated advocate/program staff.
7. Make available outreach and housing case management services to all Shelter guests.
8. Participate in the Housing Resource Team (HRT) and Homeless Outreach Team (HOT) meetings.

9. Contractor shall ensure site security. Shelter Advocate Program staff shall monitor the premises throughout the evening.

Contractor shall maintain Homeless Management Information System (HMIS) data entry for all Shelter participants and 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 (CE).
 - Ensure all clients are in HMIS through Coordinated Entry (CE)
 - Ensure Program is in HMIS, including grant information
 - Work with the HMIS System Administrator to do this
 - Enter all clients into the HMIS program and exit them from the Program as appropriate
 - If client is housed, deceased, moves, or becomes inactive, exit them from the 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 the 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

- 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.
 - A roll up of monthly census and exit report data points detailed below.

- 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
 - Basic demographic information (gender identity, age, veteran status, etc.)
 - Number with/without insurance

- Physical, mental, co-occurring conditions
- Number of chronic homeless as defined by HUD
- 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.

EXHIBIT “B”
SCHEDULE OF CHARGES AND PAYMENTS
FOOTHILL HOUSE OF HOSPITALITY, D/B/A HOSPITALITY HOUSE

For satisfactory performance of services in accordance with Exhibit “A”, County shall pay Contractor a maximum of \$330,000 for the contract term of July 1, 2022 through June 30, 2023 and shall be in accordance with the budget shown below.

| Category | Budget |
|--------------------------|------------------|
| Payroll Expenses | \$241,000 |
| Program Expenses | \$39,100 |
| Building Occupancy | \$23,200 |
| Insurance | \$9,900 |
| Professional Services | \$13,200 |
| Operating Expenses/Admin | \$3,600 |
| Total | \$330,000 |

Should the Contractor expect expenditures within the major categories in the budget listed above to change, Contractor shall notify in writing and review such changes with the Director of Housing and Community Services prior to incurring actual expenses. The Director of Housing and Community Services will approve or deny any budget line-item changes in writing.

Contractor shall invoice monthly for the cost of the Shelter up to the contract maximum. Detailed documentation corresponding to the selected categories in the budget table shall be provided with an invoice request.

Contractor shall submit monthly invoices to:

HNSA Housing and Community Services
Attn: HCS Fiscal
950 Maidu Avenue
Nevada City, California 95959

County shall review each billing for supporting documentation. Should there be a discrepancy on the invoice; said invoice shall be returned to Contractor for correction and/or additional supporting documentation. Payments shall be made in accordance with County processes once an invoice has been approved.

Foothill House Of Hospitality D/B/A Hospitality House

Description of Services: Provide up to sixty five shelter beds per night for persons experiencing homelessness.

SUMMARY OF MATERIAL TERMS

| | |
|-----------------------------|-----------|
| Max Annual Price: | \$330,000 |
| Contract Start Date: | 7/1/2022 |
| Contract End Date: | 6/30/2023 |
| Liquidated Damages: | N/A |

INSURANCE POLICIES

FUNDING

| | | |
|---------------------------------------|--------------------|--|
| Commercial General Liability | (\$2,000,000) | |
| Sexual Abuse or Molestation Liability | (\$1,000,000) | (\$170,000.00) 1589-50601-451-7110/ 45170017 |
| Automobile Liability | (\$1,000,000) | (\$24,853.00) 1589-50601-451-7110/45170003 (\$24,601.20) 1631-50609-451-1030/45116313 |
| Worker's Compensation | (Statutory Limits) | (\$30,545.80) 1631-50609-451-1020/45116312 (\$80,000.00) 1589-50101-491-2000/49100000 |
| Professional Errors and Omissions | (\$1,000,000) | |
| Cyber Liability | (\$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 | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Corporation: | <input checked="" type="checkbox"/> | Calif. <input type="checkbox"/> | Other <input type="checkbox"/> | LLC <input checked="" type="checkbox"/> | Additional Terms & Conditions Included (Grant Specific) | | |
| | | | | | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | |
| Non-Profit: | <input type="checkbox"/> | Corp. <input type="checkbox"/> | | | Subrecipient | | |
| | | | | | 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 <input type="checkbox"/> | | |
| Person: | <input type="checkbox"/> | Indiv. <input type="checkbox"/> | DBA <input type="checkbox"/> | Ass'n <input type="checkbox"/> | Other <input type="checkbox"/> | | |

ATTACHMENTS

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

