



RESOLUTION No. 24-114

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 1 TO THE CONTRACT WITH NEVADA COUNTY HOUSING DEVELOPMENT CORPORATION (NCHDC) FOR SERVICES RELATED TO COMMUNITY-BASED HOUSING PROJECTS AND SPECIALIZED HOUSING PROGRAMS, TO INCREASE THE MAXIMUM CONTRACT PRICE FROM \$1,246,016 TO \$2,791,167 (AN INCREASE OF \$1,545,151), TO REVISE EXHIBIT "A" SCHEDULE OF SERVICES TO INCORPORATE ADDITIONAL MASTER LEASED HOUSING, AND TO AMEND EXHIBIT "B" SCHEDULE OF CHARGES AND PAYMENTS TO REFLECT THIS INCREASE, AND TO ADD FUNDS FOR FISCAL YEAR 2024/25 AND TO EXTEND THE CONTRACT TERMINATION DATE FROM JUNE 30, 2023 TO JUNE 30, 2025 (RES 23-306)

WHEREAS, on June 30, 2023, per Resolution 23-306, the Nevada County Board of Supervisors approved execution of the Professional Services Contract with Nevada County Housing Development Corporation (NCHDC) for services related to community-based housing projects and specialized housing programs for residents with a mental health disability; and

WHEREAS, the parties desire to increase the contract price from \$1,246,016 to \$2,791,167 (an increase of \$1,545,151), to amend their Agreement to revise Exhibit "A" Schedule of Services to incorporate additional master leased housing, and to amend Exhibit "B" Schedule of Charges and Payments to reflect this increase and to add funds for Fiscal Year 2024/25 and to extend the contract termination date to June 30, 2025.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Supervisors of the County of Nevada, State of California, hereby:

1. Approves Amendment No. 1 to the Professional Services Contract by and between the County and the NCHDC for services related to community-based housing projects and specialized housing programs in substantially the form attached hereto.
2. Approves revising Exhibit "A" Schedule of Services to incorporate additional master leased housing.
3. Approves revising Exhibit "B" Schedule of Charges and Payments to reflect this increase.
4. Approves extending the contract term through June 30, 2025.
5. Approves increasing the contract amount from the maximum amount of \$1,246,016 to \$2,791,167 (an increase of \$1,545,151).
6. Authorizes the Chair of the Board of Supervisors to execute the Contract Amendment on behalf of the County of Nevada.

For Fiscal Year 2023/24 funds to be disbursed from: 1512-40110-493-1000/521520;
1589-40103-493-2200/521520; 1589-40103-493-2200/521525

For Fiscal Year 2024/25 funds to be disbursed from: 1512-40110-493-1000/521520;
1589-40115-493-2200/521520; 1589-40115-493-2200/521525

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 26th day of March 2024, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout,
Susan Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN
Chief Deputy Clerk of the Board of Supervisors

By: 


Hardy Bullock, Chair

**AMENDMENT NO.1 TO THE CONTRACT WITH
NEVADA COUNTY HOUSING DEVELOPMENT CORPORATION
(NCHDC) (Res 23-306)**

THIS AMENDMENT is executed this 26th day of March 2024, by and between Nevada County Housing Development Corporation (NCHDC), 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 June 27, 2023 per Resolution 23-306; and

WHEREAS, the Contractor operates services related to community-based housing projects and specialized housing programs for residents with a mental health disability; and

WHEREAS, the parties through mutual consideration desire to amend their Agreement to increase the contract price from \$1,246,016 to \$2,791,167 (an increase of \$1,545,151), to revise Exhibit “A” Schedule of Services to incorporate additional master leased housing, and to amend Exhibit “B” Schedule of Charges and Payments to include funds for additional master leased housing and add budget for Fiscal Year 2024/25 and extend the contract term through June 30, 2025.

NOW, THEREFORE, the parties hereto agree as follows:

1. That Amendment No. 1 shall be effective as of March 1, 2024.
2. That Maximum Contract Price, shall be amended to the following:
\$2,791,167
3. That the Schedule of Services, Exhibit “A” is amended to the revised Exhibit “A” attached hereto and incorporated herein.
4. That the Contract Termination Date is amended to the following:
June 30, 2025.
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: *Hardy Bullock*
Hardy Bullock
Chair of the Board of Supervisors

CONTRACTOR:

By: *Jennifer Price*
Nevada County Housing
Development
Corporation

ATTEST:

By: *me ll*
Clerk of the Board

EXHIBIT "A"
SCHEDULE OF SERVICES
NEVADA COUNTY HOUSING DEVELOPMENT CORPORATION

Nevada County Housing Development Corporation, hereinafter referred to as "Contractor", shall provide community-based behavioral health focused housing programs for the Department of Behavioral Health, herein referred to as "County".

Program Overview/List of Programs:

Nevada County Housing Development Corporation (NCHDC) programs encompass housing programs for homeless households including those who are receiving services from the Behavioral Health Department who are living with a mental health disability, substance use and/or co-occurring disorders. The Contractor costs associated with providing these services will be reimbursed upon successful administration of services outlined in the description of services.

The programs administered by NCHDC are listed below. Additional program details and responsibilities are provided in the program's sub-exhibit.

- Purdon House- Sub-exhibit A-1
- Orchard House- Sub-exhibit A-2
- Permanent Supportive Housing (PSH) and Post Housing Support Team- Sub-exhibit A-3
- Empire Mine Courtyards- Sub-exhibit A-4
- Tahoe-Truckee Homeless Outreach- Sub-exhibit A-5

1) Contractor Responsibilities

a. Program Structure

- i. Contractor is encouraged to hire a diverse and inclusive workforce that includes representation from the disparate communities served by our county. Contractor will be expected to think holistically about creating services, program sites and an employee culture that is welcoming and inclusive. Contractor should track metrics on Diversity, Equity, and Inclusion outcomes within their service delivery. Additional efforts should be made to identify and highlight growth opportunities for equitable outcomes, access to services, and other opportunities. Contractor should contact County contract manager about proposed metrics to track.
- ii. Services should be designed to meet clients' diverse needs. Contractor will be expected to participate in the NCBH Cultural Competency program, participate in trainings and tailor outreach efforts and marketing materials to engage a diverse population of community members. Given that Spanish is a threshold language in Nevada County, a special emphasis should be placed on engaging Latinx communities and providing services in Spanish.

b. Deliverables

- i. Provide quarterly and annual reports as required by the Mental Health Services Act.
 1. Reports are due: 11/1 2/1, 5/1, and 8/1 (APR)

2. MHSAs report should delineate data separately for PSH, Innovation (Purdon), and Homeless Outreach programs.
- ii. Provide information for the Housing and Urban Development (HUD) Annual Progress Report (APR) reports for all PSH programs (Summer's Haven, Winters' Haven and Home Anew) by the required due dates as identified by HUD.
- iii. Outcome measures to be reported on all programs
 1. Number housed annually per program
 2. Number discharged and housing outcomes of discharged clients
 3. Average length of stay for each program
- iv. AB977 and HAP/HOMEkey Data Collection and Reporting
Pursuant to the requirements of AB977 and HHAP/Homekey funding, Contractor is required to establish data collection and reporting measures for all programs consistent with state and federal funding requirements across all programs listed here:
 1. Contractor is required to utilize HMIS to collect and report data and to ensure all project participants are in Coordinated Entry.
 - a. Ensure all clients are in HMIS and on the By-Name List (i.e. open to coordinated entry)
 - b. Enter each client who has completed a valid release of information, into the HMIS database within one (1) week of data collection. HMIS Entry/Exit, Update and Annual Assessment forms should be utilized to ensure all necessary data elements are being collected and entered into HMIS
 - c. Track service transactions and progress notes in HMIS
 - d. Work with the HMIS System Administrator to Ensure all distinct program types covered in this contract are in HMIS, including your grant information
 - e. If a client is housed, always enter a move in date.
 2. Run quarterly data quality reports and make appropriate updates.
 - a. Work with the HMIS System Administrator to complete reports
 - b. System-wide HMIS reports (which include your program) are submitted to the state of California Homeless Data Integration System and the Department of Housing and Urban Development (HUD). To ensure these reports are accurate, it is critical that the data entered is thorough, timely and precise
 3. 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:
 - a. HHAP Annual report guide or HHAP Annual report checklist
 - b. HHAP Round 2 and 3 NOFA
 - c. Health and Safety Code Section 50222, subdivision (a)
 - d. Coding HCFC Grants as funding Sources in HMIS

4. Assist County staff in completing all aspects of the HHAP annual reports as required by HCFC in line with state requirements. Annual reports are due 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:
 - a. Conduct quarterly APR reviews to ensure data quality.
 - b. Work with onsite staff to make any corrections to participant enrollment, demographic information and exit information.
 - c. Provide an annual APR in CSV file format
 - d. Produce a summary report of APR data specific to:
 - i. The number of people served
 - ii. The number of exits and exit destinations
 5. 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.
 6. Provide Annual Progress Reports in CSV format for upload into the SAGE system. Work with County staff to provide Bed and Unit Inventory and Utilization information, review data for PSH performance accomplishments.
 7. Provide an annual written qualitative data report that includes:
 - a. An evaluation of Program performance including highlights and successes and areas where the Program could improve
 - b. An individual story of a Program participant that highlights Program successes and challenges and collaboration with other service providers
 - c. 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.
- c. Infrastructure
- i. Ensure that buildings remain in good repair and in keeping with orderly and well-maintained facility and grounds.
 - ii. Ensure timely follow up to maintenance requests made by program participants and will review and address maintenance and/or trash or refuse clean up requests from neighbors.
 - iii. Abide by all terms contained in the separate ground lease agreement between the County and the Contractor.

Contractor shall provide the following services detailed in sub-exhibits.

A-1 - Purdon House

A-2 – Orchard House

A-3 – Permanent Supportive Housing (PSH) and Post Housing Support Team

A-4 – Empire Mine Courtyards

A-5 – Tahoe-Truckee Homeless Outreach

SUB-EXHIBIT “A-1”
PURDON HOUSE
Nevada County Housing Development Corporation

1) Program Overview –

The goal of the Purdon House program is to provide low barrier access to interim housing for clients who are transitioning into permanent housing or are waiting for placement in other community or residential settings. The Purdon House provides a short term stay for households who have an identified exit path from the house within 90 days of placement.

2) Contractor Responsibilities

a. Program Structure

- i. Participants referred to the program will live in a shared living setting. Primary Case management duties will remain the responsibility of the referring entity, but contractor post housing staff will provide oversight and property management service of the facility and coordinate with service providers to ensure client progress towards housing goals.
- ii. Implement a maximum 90-day stay interim program that will connect clients of the County Behavioral Health Department (NCBH) and other referring agencies to interim housing to facilitate transition from different community settings. The NCBHD Homelessness Program Manager will be the primary referral source for all Purdon House referrals but may approve referral from other agencies as needed.
- iii. Develop Purdon House policies and procedures; Referral and intake, Purdon House Rules, Purdon House Client Agreement, termination noticing, roles and responsibilities of contractor staff and participant primary case managers, communication policies that ensure contract staff and primary case managers stay connected and engaged during a participants stay in the house.
- iv. Services provided
 1. Coordinate with the NCBHD Homeless Program Manager to coordinate check-ins with participants. Contractor staff will contact participants in the house at least weekly and check in regularly with the Live-in House Liaison. NCBH Case management staff, Contractor Staff and the Live-In House Liaison will exchange contact information to ensure communication and rapid follow-up to any housing issues.
 2. In consultation with primary case managers, support participants in increasing life skills and/or income, education and assisting in connecting program participants to other housing resources.

SUB-EXHIBIT "A-2"
ORCHARD HOUSE
Nevada County Housing Development Corporation

1) Program Overview –

The Orchard House Diversion Program provides housing to homeless households who are involved in a court-based program (drug court, mental health court) as a means to reduce recidivism in jail. Diversion practices reduce jail utilization and conserve other community resources by diverting justice involved, homeless individuals with behavioral health needs from jail into mental health and substance use disorder treatments and in permanent stable housing.

2) Contractor Responsibilities

a. Program Structure

- i. Provide six (6) low-barrier housing beds for those experiencing homelessness who are chronically involved in the criminal justice system and enrolled in a court diversion program. This house will be considered long-term transitional housing with a maximum stay of two years.
- ii. Develop Orchard House policies and procedures; Referral and intake, House Rules, House Client Agreement, termination noticing, roles and responsibilities of contractor staff and any other primary case managers connected to the participant, communication policies that ensure contract staff and primary case managers stay connected and engaged during a participants stay in the house.
- iii. In line with client housing goals and in coordination with the clients assigned case manager and/or court ordered plan, connect Orchard stayers to Contractor's housing navigation services no later than 3 months before the client's court plan is set to be completed.

b. Staffing

i. Level of Staffing/qualifications

1. Diversion Service Coordinator (.75 FTE):

Position Responsibilities:

- a. Work with the lead case manager for all residents of the Orchard House, including aiding in developing and/or reviewing case plans with residents.
- b. Provide supportive services as needed and in coordination with primary case management in line with treatment plans and goals outlined in the court or diversion plan.
- c. Provide recovery groups and/or life skills education groups one day per week.
- d. Coordinate weekly check-ins to monitor treatment goals and house cohesion with residents and support live in house liaison in addressing tenant issues.
- e. Assist with longer term housing searches and placements for residents.

- f. Work with the NCBH SUD team and/or the public defender imbedded TPCP PSC to review referrals for suitability and coordinate placement of referrals.
 - g. Troubleshoot participant relations issues.
2. Orchard House Liaison Position Responsibilities:
- a. Living onsite at the Orchard House
 - b. Help troubleshoot participant relations issues.
 - c. Participate in check-in with residents.
 - d. Works evening and weekend shifts to provide oversight of the program facility during hours that Contractor staff are not present.
 - e. Ensure residents' adherence to house rules, especially after hours.
 - f. Check in with Diversion Service Coordinator at least weekly regarding house dynamics and tenants' adherence to house rules.

SUB-EXHIBIT "A-3"
PERMANENT SUPPORTIVE HOUSING (PSH) and POST HOUSING SUPPORT TEAM
Nevada County Housing Development Corporation

- 1) Program Overview - Permanent housing and wrap around supportive services for chronically homeless, homeless and at-risk households living with disabilities and/or receiving voucher support for rental assistance.

The PSH Program and the PHST encompasses four activity areas that are supported through a combination of federal, state and local funding sources.

1. Provide Rental assistance to program participants in compliance with HUD funding requirements.
2. Provide property management services at scattered site locations.
3. Provide post housing supports to program participants either as the primary assigned case manager or in coordination with assigned case managers from Behavioral Health, Turning Point Community Programs (TPCP) and other community providers.
4. When funding allows, acquire and/or rehabilitate new units of PSH housing.

- 2) Contractor Responsibilities

- a. Program Structure

- i. Permanent Supportive Housing Program (PSH)

This program provides ongoing rental subsidies combined with permanent supportive services to aide participants to not return to homelessness. PSH tenants receive primary case management from NCBH or TPCP case managers, but tenants are allowed to choose their own service providers and are allowed to decline services. All tenants are required to abide by all standard lease terms. If a participant enters the program receiving primary care management from NCBH/TPCP but later declines those services, Contractor's Post Housing Support Team staff will utilize progressive engagement to provide case management aimed at re-connecting the tenants to NCBH/TPCP supports.

The contractor responsibilities are:

1. Negotiate and enter a minimum of thirty (30) bed units with 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.
2. Collect tenant rents and coordinate for payment of utilities.
3. Maintain Capital Operating Reserve Subsidy (COSR) to fund maintenance and improvements to houses leased or owned by NCHDC.
4. Ensure units comply with HUD Housing Quality Standards including rent reasonableness standards (if applicable), HUD environmental review standards (if applicable) and Lead- based paint and asbestos compliance standards.

5. Ensure that all leased properties are properly managed and maintained; ensuring that the properties remain clean and habitable to protect both tenants and neighbors.
6. Conduct HUD Inspection Checklist upon client move in and annually thereafter.
7. Collect HUD required Environmental Review Documentation prior to signing the lease.
8. Maintain and update as needed all tenancy documentation required by HUD
9. Complete annual redetermination of each tenant's eligibility for continuation in housing programs in line with HUD PSH Tenant Referral, Selection, and record maintenance policies and procedures. Perform quarterly reviews and update the housing case files to keep documentation current.
10. Ensure communication with landlords and provide rapid response to issues or concerns raised by neighbors and communicate to the NCBH Program Director regarding issues, follow up and abatement steps taken to mitigate the issues raised.
11. Work with CONTRACTOR housing navigators to connect homeless residents of Nevada County to rental assistance and housing navigation services.
 - a. Rental assistance provided in this contract comes from the State Homeless Housing and Prevention Assistance (HHAP) program funding and must be used in accordance with HHAP guidelines.
 - b. This funding is flexible and can be used to cover staffing costs associated with housing navigation services and participant costs related to prevention/diversion assistance, landlord incentives, general rental assistance and master leasing.
12. Coordinate with assigned primary case managers for the issuance and delivery of any notices pertaining to tenancy issues or behavioral notices. Make all efforts to inform case managers of behavioral concerns that could result in the loss of tenancy.

ii. Post-Housing Support Team

The Post-Housing Support Team delivers primary supportive services to housing participants who do not receive primary case management from Behavioral Health or Turning Point or who reside in units not connected to the PSH program. In this way supportive services can be provided to tenants according to the principals of housing first wherein residents are not required to be in a treatment program to receive housing and where tenants can be selected for vacancies from the By Name List through the Coordinated Entry System. The Post Housing team will provide linkage to services and overall case management support in ways that promote stability, access to services and overall coordination with other service providers as needed.

Post-housing supportive services to tenants:

1. Review and follow policies and procedures outlined in the Nevada County PSH program policies and procedures manual. This Manual provides the overview for program eligibility, how referrals are made, role and responsibilities, intake procedures, noticing procedures and documentation needed.
2. Regardless of voucher type, CONTRACTOR staff will calculate rent subsidy and resident rent share based on income and inform the tenant and the tenants primary case manager of the portion of rent they are responsible for.
 - a. Once a Tenant has been accepted into a unit in the HUD funded PSH program or a unit identified as a non-HUD PSH unit, CONTRACTOR staff will coordinate to meet with new tenants and to review Program and House rules and complete the Housing Readiness Evaluation. If the tenant is coming from NCBH/TPCP, CONTRACTOR staff will meet with the tenant and the assigned case manager. CONTRACTOR staff, the tenant and the primary case manager will ensure that all release of information documents are reviewed and accepted.
 - b. CONTRACTOR staff will review with the tenant and, if needed, the primary case manager to review and sign the lease. A copy of the lease will be provided to the tenant and, upon request, to the case manager.
 - c. Assist tenants in completing goals and tasks to maintain housing, which may include driving potential tenants to community-based organizations to link to services and pick up documents, assisting in attending appointments or to sign up for or enroll in benefits, etc. Duties will include:
 - i. Assist tenants to identify furnishing and household item needs for their unit.
 - ii. Organize social activities for housing clients and provide transportation to and from activities
 - iii. Support clients in identifying vocational, educational, and recreational activities
 - iv. Support clients in life skills development including meal planning, budgeting, cooking, bill paying, and household maintenance
 - v. Assist the tenant in acquiring payee services. This service is optional for the tenant and not required to be in the program.
3. CONTRACTOR program staff overseeing each housing locations will work with the tenant and, if connected to NCBH, the Primary case manager to create a housing services plan. These plans will outline major roles and responsibilities of CONTRACTOR staff, housing liaison positions and primary case management as it relates to the provision services for housing stability.

4. In coordination with identified primary case managers and/or in line with tenant's own choice for supports, assist tenants year-round on meeting their housing program goals so that they may remain in permanent housing. Assistance may include:
 - a. Helping participants increase skills and/or income.
 - b. Working with Behavioral Health and Contractor staff to help participants achieve greater self-determination to live independently as possible.
 - c. Assisting participants in applying for other state and federal programs such as SSI, Housing Choice Vouchers, General Assistance, Food Stamps, etc.
5. For HUD PSH program participants, CONTRACTOR staff will Complete annual redetermination of each tenant's eligibility for continuation in housing programs in line with HUD record maintenance policies and procedures.
6. Perform quarterly reviews of housing service plans and update the housing case files to keep all documentation current.

b. Staffing

i. Housing Program Manager (1.0 FTE):

1. Provide oversight/supervision and leadership to the Nevada County Housing program Staff;
2. Implements and enforce CONTRACTOR policies and procedures across housing programs and ensures compliance with all landlord and tenant regulations, tenant agreements/leases and house rules;
3. Formulates strategies and tactics in line with Housing First Core Principals to mitigate violations and avoid program exits including:
 - a. Development of prevention focused case planning tools to be used by post housing staff.
 - b. Implementation of regular training opportunities for Post Housing Supportive staff in relevant evidence-based practices such as motivational interviewing, trauma informed care, and strength-based case management
 - c. Development of expanded services options for PSH clients to include life skills and enrichment opportunities aimed at preventing a return to homelessness and developing a strong social support system.
 - d. Work closely with the NCBH Program Manager to increase communication and collaboration regarding housing placement across programs.
4. Oversees staff performing rent calculations and verification of incomes; move in and move out procedures; and applicable HUD required documentation related to lease up and yearly review of tenant's eligibility for PSH housing.
5. Guides CONTRACTOR staff in effectively resolving difficult tenant issues and disputes.

ii. Post Housing Service Coordinators (3.0 FTE)

Position Responsibilities:

1. Provide supportive services and linkages to services for residents at designated PSH program locations and residents residing in non-PSH designated housing.
2. Work with tenants and primary case managers to ensure that tenants remain compliant with all lease terms.
3. Communicate with primary case managers regarding issues that could jeopardize tenants housing.
4. Work with HRT to review referrals for suitability.
5. Troubleshoot tenant relations/neighbor relations.
6. Coordinate with assigned FSP or BH case managers for additional services with County and community service providers as needed.
7. Conduct crisis intervention as needed.

iii. Housing Administrator Support (1.0 FTE)

Position Responsibilities:

1. Ensure that HMIS data is collected and entered into the HMIS database.
2. Coordinate all paperwork associated with housing program including leases and verification documents are complete and up to date; ensure that HUD documentation is complete and up to date.

iv. House Liaison

Position Responsibilities:

1. Orient new residents to the home; assist with weekly meal planning and grocery shopping and other daily living skills.
2. Coordinate monthly social outings; provide transportation to activities.
3. Interact with residents and monitor their overall wellbeing.

c. Infrastructure

i. PSH Acquisition and Rehabilitation

When funding allows, the Contractor will work to acquire and/or rehabilitate new properties for the purpose of expanding available PSH housing. This activity also includes use of master leasing to secure properties for program participants.

1. Contractor will be responsible for identifying and purchasing property/properties, including the selection of any independent real estate agent. Contractor will consult with County on property selection.
2. Contractor will be responsible for identifying potential landlords interested in a master lease of a property(ies). Contractor will consult with the County on property selection.
3. Contractor will work with County to meet requirements for notice of purchase of real property pursuant to Government Code section 25350.
4. Contractor will require as a condition of sale that the property meets inspection requirements, including compliance with County and Fire codes.
5. The property/properties must be located in Nevada County

6. Contractor will add County as an additional insured on the owner's property insurance which will be done at the close of escrow, and for renewals of owner's property insurance.
7. Contractor shall be responsible for securing proper permits for the property(ies) and Contractor shall be responsible for any claims and costs associate with improper permitting. This responsibility includes financial responsibility.
8. For each property purchased, Contractor shall execute a 55-year Deed Restriction agreed to by Contractor and the County during or immediately after closing to allow for recording of the document. The preferred method is for Contractor to include the deed restriction as "Exhibit A" to the Grant Deed and provide it to the Title Company for it to be executed during the closing process. Contractor shall provide a Notary to obtain signature from Nevada County's Director of Health and Human Services, County Executive Officer, or other authorized representative, and shall then sign and execute it as part of the close of escrow. Once the Grant Deed has been finalized and recorded, Contractor will submit a certified copy to County.
9. All properties acquired shall be utilized for permanent supportive housing (PSH) for individuals with serious mental illness, with supportive services provided by Contractor or other provider identified by County.
10. Contractor shall coordinate with County and any identified service providers on housing related issues or concerns, including tenant selection and screening.
11. Enter into Lease Agreements with eligible residents.
12. Collect all necessary lease documentation and keep in accordance with all laws and regulations.
13. Assure the property is maintained in good repair, and compliant with all federal, state, and local housing and building regulations including the federal Fair Housing Amendments Act of 1988, and the American with Disabilities Act.
14. Inform COUNTY immediately of any housing vacancies.
15. Notify, in writing, the referring program of any changes in participant's status. Inform client's service coordinators or Behavioral Health staff of any resident concerns that may result in notice to vacate or eviction.
16. Calculate subsidies. Collect rents, deposits, and any other funds as appropriate.
17. Maintain all fiscal records in accordance with County and State accounting practices.
18. Maintain property management hours from 9-4, Monday-Friday, excluding holidays, and provide on-call after hours emergency phone service.
19. Provide residents with Information Packet that includes: a signed lease, house rules, important housing telephone numbers, move-in

checklist, grievance process, and how to apply for a delay of payment plan. Review with residents these items and will include information about how to avoid evictions and how to maintain their housing.

20. Collaborate with COUNTY and relevant community partners to help tenants maintain their housing.
21. If issues and/or questions pertaining to the project arise, CONTRACTOR will be an active partner in providing answers and assisting with resolution.
22. Participate in neighborhood and community associations and will inform COUNTY of community concerns.
23. Maintain rents within Fair Market Rent ("FMR") or "rent reasonable" standards upon County approval. Per HUD's calculations, the FMR for units larger than four bedrooms is calculated by adding 15 percent to the four-bedroom FMR, for each extra bedroom. The FMR for each bedroom would then equal the FMR for the house divided by the number of bedrooms. [For example, if the FMR for a four-bedroom house is \$2,538, the FMR for a six-bedroom house would be \$3,300 ($\$2,538 \times 1.3$). The FMR for each bedroom in the house would be \$550 ($\$3,300 \div 6$).]
24. Maintain subsidies where tenants pay no more than 40% of their income towards their rent. Recertify tenant income annually or whenever there are significant changes to income (e.g., tenant receives SSI/SSDI, tenant loses employment, etc.).
25. Inform COUNTY of any property or operation concerns.
26. Work with COUNTY on an as-needed basis to modify policies, procedures, and practices to maximize tenant success.
27. Furnish and renovate/repair household as needed.

SUB-EXHIBIT “A-4”
EMPIRE MINE COURT YARD
Nevada County Housing Development Corporation

1) Program Overview - Permanent Housing where tenants rents are subsidized through a variety of ongoing rental subsidy sources and who are connected to supportive services provided by community partners. CONTRACTOR provides property management services and oversight of the location and works in coordination with identified case managers as a means to support tenant housing retention.

2) Contractor Responsibilities

a. Program Structure

The Empire Mine Courtyards (EMC) is a permanent housing facility comprised of 18 rental units and one manager’s units. Tenancy in 12 of the units is tied to the Coordinated Entry System, vulnerability prioritization and referrals can come from any agency connected to the CES system. 6-units are designated as PSH units with primary referrals and case management coming from NCBH. The priority populations served are Seniors over the age of 55, Single parent Household with one child and Veterans along with NCBH participants who qualify for PSH program housing. The facility is a deed restricted facility that requires no tenant to pay more than 30% of their income in rent and no tenant make more than 30% of Area Median Income (AMI). For this reason, tenants must have vouchers (PSH, HCV, VASH or equivalent) or other rental subsidy agreements to support rental costs for the units. EMC units must utilize the CES and the By-Name list as a primary source for referrals for vacant units including PSH units. Because of this, the units are dedicated to households experiencing homelessness. Prospective tenants and tenants referred to the facility must be connected to primary case management from community services providers who are required to work with CONTRACTOR PHST and on-site staff to assist clients in maintaining housing within the parameters of standard lease agreement. The Contractor also acts as the property manager, ensuring the safety and upkeep of the facility and good neighbor practices in the surrounding neighborhood.

b. Deliverables

- i. Maintain property management hours at the CONTRACTOR's main office from
- ii. 9am-12pm and 1pm-4pm, Monday-Friday, excluding holidays, and provide residents access to an on-call after hours onsite manager.
- iii. Participate in neighborhood and/or community association meetings and inform COUNTY of community concerns.
- iv. Coordinate and provide post housing supportive services in line with activities and duties described as part of the Post Housing Support Team roles and functions.

c. Staffing

- i. Onsite Property Manager (1.0 FTE)
Position responsibilities:

1. Live onsite and provide supervision of property/residents during the weekend and after hours.
 2. Provide emergency support for repairs or crises.
 3. Report prohibited activities and ensure participants are following program rules after hours.
 4. Interact with residents and monitor their overall well-being.
- ii. Facilities Technician (.5 FTE)

Position Responsibilities:

1. Complete minor household repairs as needed.
2. Keep the property in good repair and ensure the property has curb appeal.
3. Keep up on all landscaping and habitability requirements.
4. Do regular inspections of each unit (monthly) to meet safety and habitability standards.
5. Coordinate with contractors for larger repairs.
6. Assist clients with move ins and move outs.
7. Provide moving assistance for clients moving into permanent placements.

SUB-EXHIBIT “A-5”
TAHOE-TRUCKEE HOMELESS OUTREACH
Nevada County Housing Development Corporation

- 1) Program Overview - Homeless Outreach coordination in the Tahoe/Truckee region
- 2) Contractor Responsibilities

- a. Program Structure

The Tahoe-Truckee Homeless Outreach Team will:

- i. Provide outreach to homeless people where they are located.
- ii. Go to remote outlying areas, as needed.
- iii. Provide essential needed items: socks, sleeping bags, blankets, jackets, clothes, personal hygiene items, etc. as these items are available (based on funding).
- iv. Support and assist individuals to utilize warming shelters, as they are available. Connecting individuals to hotel rooms for emergency situations and as funding is available through other sources.
- v. Ask the homeless individuals what services they need and work together to connect with service providers.
- vi. Create relevant goals jointly with homeless individuals.
- vii. Educate the homeless on mental health and substance abuse issues and resources.
- viii. Refer severely mentally ill homeless population to treatment and assist the homeless individual to engage in treatment services.
- ix. Support individual with their first appointment to service providers and/or until the individual is comfortable with the service provider.
- x. Assist households to apply for Social Security Income and other mainstream benefits (CalWORKs, CalFresh, Medi-Cal, General Assistance, etc.).
- xi. Assist households to connect to housing.
- xii. Assist individuals to connect to the CalWORKs One Stop office (employment services).
- xiii. Refer appropriate households to the Behavioral Health Access Team and/or other mental health service providers.
- xiv. Ensure those served on the Coordinated Entry By-Name List have accurate Vulnerability Scores in HMIS and update score as needed.
- xv. Work with Nevada County COC/Home Team workgroups that review By-name lists and triage vulnerable cases with the goal of transitioning someone into permanent housing.

- b. Deliverables

- i. Provide quarterly and annual progress report as required by the Mental Health Services Act (MHSA). Due dates: 11/1 2/1, 5/1, and 8/1 (APR)
- ii. Program specific outcome measures
 1. The number of homeless households served in Eastern Nevada County and Eastern Placer County
 2. Homeless Outreach Coordinator will serve a minimum of 36 households per year.

3. Number of Nevada County and Placer County residents served.
4. The number of homeless individuals and households that find stable permanent housing.
5. 90% of homeless will be referred to the Coordinated Entry HMIS system.
6. 90% of homeless and severely mentally ill individuals with no Social Security income (or other source of income) will be offered assistance with a referral to the Social Security office and/or an application for benefits so that the individual can receive Social Security income.
7. 90% of homeless and severely mentally ill individuals will be referred to mental health services.
8. 70% of individuals with a drug problem will be referred to drug treatment services.
9. 70% of individuals who are referred engage in the referred service, defined as participating at least once in the service.
10. 25% of individuals and/or households served will secure stable housing.

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

The maximum obligation under this Agreement for satisfactory performance of services as outlined in Exhibit A shall not exceed \$2,791,167 for the contract term. Fiscal Year 2023/24 not to exceed \$1,344,522 and Fiscal Year 2024/25 not to exceed \$1,446,645.

The contract maximum is based on the following projected budgets:

Fiscal Year: 2023/24	NC Personnel - all programs	Winters Haven/Home Anew/PSH	Orchard House	Purdon House	Quarry House	Empire Mine Courtyard	NTTHS Outreach	Post Housing CM PLHA	New/Addtl PSH	Total
Personnel										
Staff	162,140	-	83,981	36,244		90,897	16,849	237,214		627,325
Benefits	42,156	-	21,835	9,423		23,633	4,380	61,675		163,102
Operating Expenses (cellphone, office supplies, travel, training, meetings)	1,342	-	695	300		752	139	1,964		5,192
Auto (mileage included)	4,027	-	2,085	900		2,257	418	5,891		15,578
Subtotal Personnel	209,665	-	108,596	46,867	-	117,539	21,786	306,744	-	811,197
Operations										
Leases, Rents, Utilities	-	188,232	16,838	39,403	13,023	81,182		-	35,000	373,678
Other Direct Costs: Supplies, M&R, Ins, Legal, etc	-	12,982	21,261	3,710	26,028	99,908		-	-	163,889
Rapid Rehousing/Rental Assistance	-	-	-	-	-	-		-	-	-
Landlord Incentives/Repair Fund	-	-	16,000	-	-	-		-	-	16,000
Quarry Start Up	-	-	-	-	-	-		-	-	-
RHA/Section 8	-	40,000	-	-	-	-		-	-	40,000
COSR - owned properties	-	-	-	-	4,500	20,000		-	-	24,500
Bus Passes	-	-	-	-	-	-		-	-	-
Subtotal Operations	-	241,214	54,099	43,113	43,551	201,090	-	-	35,000	618,067
Indirect 10%	20,967	24,121	16,268	8,998	4,355	31,863	2,179	30,674	3,500	142,925
Less Progam Income(client rent)			(15,551)		(17,116)	(195,000)				(227,667)
Total Expenses	230,632	265,335	163,412	98,978	30,790	155,492	23,965	337,418	38,500	1,344,522
Fiscal Year: 2024/25										
Personnel										
Staff	167,328	-	86,393	37,404	-	93,805	17,387	244,803		647,120
Benefits	43,505	-	22,462	9,725	-	24,389	4,521	63,650		168,252
Operating Expenses (cellphone, office supplies, travel, training, meetings)	1,385	-	715	310	-	777	144	2,027		5,358
Auto (mileage included)	4,156	-	2,146	929	-	2,330	432	6,080		16,073
Subtotal Personnel	216,374	-	111,716	48,368	-	121,301	22,484	316,560	-	836,803
Operations										
Leases, Rents, Utilities	-	194,255	17,175	40,664	13,440	83,780	-	-	91,000	440,314
Other Direct Costs: Supplies, M&R, Ins, Legal, etc	-	13,397	21,686	3,828	26,861	103,105	-	-	-	168,877
Rapid Rehousing/Rental Assistance	-	-	-	-	16,000	-	-	-	-	16,000
Landlord Incentives/Repair Fund	-	-	-	-	-	-		-	-	-
Quarry Start Up	-	-	-	-	-	-		-	-	-
RHA/Section 8	-	41,280	-	-	-	-		-	-	41,280
COSR - owned properties	-	-	-	-	4,644	20,640		-	-	25,284
Bus Passes	-	-	-	-	-	-		-	-	-
Subtotal Operations	-	248,932	38,861	44,492	60,945	207,525	-	-	91,000	691,755
Indirect 10%	21,637	24,893	15,056	9,286	6,094	32,882	2,248	31,656	9,100	152,852
Less Progam Income(client rent)			(15,861)		(17,664)	(201,240)				(234,765)
Total Expenses	238,011	273,825	149,772	102,146	49,375	160,468	24,732	348,216	100,100	1,446,645

Should modification to or changes to the budget line items be needed, a written request for modification shall be submitted for approval to the Director or their designee. County at its sole discretion shall determine if the change will continue to meet the contract objectives and approve

or deny the request.

Billing and Payment

As compensation for services rendered to County, Contractor shall bill County monthly and shall be reimbursed for actual costs incurred in carrying out the terms of the contract.

To expedite payment, a complete invoice submission includes:

- Invoice cover page on contractor template. Invoice cover page to include:
 - Invoice date
 - Unique invoice number
 - Resolution/purchasing order number assigned to Contract
 - Time period billed
 - Total invoice amount
 - Personnel hours being billed
 - Reimbursement expenses being claimed by funding source
- Budget Status Table with starting budget amounts, expenditures per billing period and remaining budget balance by budget line item.
- All applicable backup to support expenditures. Examples can include:
 - Detailed receipts
 - Financial reports
 - Payroll hours reports
 - Mileage reimbursement documents (mileage reimbursement rate may not exceed the current IRS allowable rate)

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

County shall review the invoice and notify the Contractor within fifteen (15) working days if an individual item or group of costs is being questioned. Contractor has the option of delaying 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 to:

Via mail:

HHSA Administration

Attn: BH Fiscal

950 Maidu Avenue

Nevada City, CA 95959

Or

Via Email:

BH.Fiscal@nevadacountyca.gov

CC: Contract Manager (refer to Notification section)