

**AMENDMENT NO. 2 TO THE CONTRACT WITH  
FOOTHILL HOUSE OF HOSPITALITY, DBA  
HOSPITALITY HOUSE (RES. 25-321) (RES. 25-552)**

**THIS AMENDMENT** is executed this March 10, 2026 by and between FOOTHILL HOUSE OF HOSPITALITY, DBA 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 June 24, 2025 per Resolution 25-231 which was subsequently amended on December 16, 2025 per Resolution 25-552.

**WHEREAS**, the Contractor provides Homeless Outreach, Access, and Linkage to Treatment Services as a component of the County’s Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Plan and Projects for Assistance in Transition from Homelessness (PATH); and

**WHEREAS**, the parties desire to amend the scope of work to shift the funding source for the above scope of work solely to Behavioral Health Bridge Housing grant funding; and

**WHEREAS**, the Contractor will update their scope of work to the provision of twenty-eight beds of transitional housing and case management support as part of the Behavioral Health Bridge Housing Program; and

**WHEREAS**, these scope of work and funding source changes will be effective as of January 1, 2026; and

**WHEREAS**, the parties desire to amend their Agreement to revise Exhibit “A”, Schedule of Services to update the scope of services and amend Exhibit “B”, Schedule of Charges and Payments to reflect changes in funding sources and bed capacity without changing the maximum contract price of \$1,792,322 for the term of July 1, 2025 through June 30, 2026.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. That Amendment #2 shall be effective as of January 1, 2026.
2. That the Schedule of Services, Exhibit “A” is amended to the revised Exhibit “A” attached hereto and incorporated herein.
3. That the Schedule of Charges and Payments, Exhibit “B” is amended to the revised Exhibit “B” attached hereto and incorporated herein.
4. 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: \_\_\_\_\_  
Chair of the Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the Board

CONTRACTOR:

By: \_\_\_\_\_  
Foothill House of Hospitality  
DBA Hospitality House  
1262 Sutton Way  
Grass Valley, CA 95945

## **EXHIBIT “A” SCHEDULE OF SERVICES**

Foothill House of Hospitality, d/b/a Hospitality House, hereinafter referred to as “Contractor”, shall provide Interim Shelter and homeless services for the Nevada County Behavioral Health (NCBH), herein referred to as “County”.

Contractor will provide shelter and interim housing, homeless outreach, access, and linkage to treatment services to individuals who are at risk of or are currently experiencing homelessness in Nevada County. Hospitality House will provide services through the following programs:

- Behavioral Health Bridge Housing (BHBH) Program (Exhibit A-1)
- Other Funded Positions (Exhibit A-2)

Contractor Responsibilities (applies to all programs listed above)

a. General Responsibilities

- i. Services should be designed to meet clients’ diverse needs. Contractor is expected to think holistically about creating services, program sites and an employee culture that is welcoming and inclusive. 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.
- ii. Contractors is expected to tailor outreach efforts and marketing materials to engage a diverse population of community members.
- iii. Contractor shall comply with all requirements related to funding sources listed in Exhibit D.

b. Program Structure

- i. Contractor shall provide services in the least restrictive way possible following principals of Harm Reduction and Trauma informed care when developing and implementing all program elements.

c. Deliverables

- i. Activities in this contract impacts Measure 1b and 6 of the Joint Nevada County – CoC Joint Homeless Plan. Contractor shall ensure that HMIS level data on interim shelter and street outreach projects in HMIS are designed and maintained in line with data quality standards and timeliness, so that the projects have a measurable impact on these outcomes.

d. Staffing

- i. Contractor is encouraged to have a diverse and inclusive workforce that includes representation from the disparate communities served by our county and people who have lived experience with homelessness.
- ii. Contractors staff will be expected to participate in the NCBH Cultural Competency program, participate in trainings.
- iii. Contractor is required to provide all their staff with privacy and information security training.

e. Administrative

- i. Data - 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. Contractor shall maintain access to the Homeless Management Information System and comply with HUD data standard requirements.

- iii. Contractor shall be responsible for timely data entry into HMIS for all clients they serve.

**SUB-EXHIBIT A-1**  
**BEHAVIORAL HEALTH BRIDGE HOUSING (BHBH) AND ENCAMPMENT RESOLUTION**  
**FUNDS (ERP) PROGRAMs**  
**FOOTHILL HOUSE OF HOSPITALITY, D/B/A HOSPITALITY HOUSE**

- 1) Program Overview - The Behavioral Health Bridge Housing (BHBH) program is designed to provide a path for people experiencing homelessness with serious behavioral health conditions to stabilize their housing situation, engage in intensive case management and, over time, move to permanent housing. Contractor will utilize awarded Behavioral Health Bridge Housing (BHBH) funds to provide, manage and oversee a minimum of 28 units of interim, non-congregate shelter through a combination of hotel-based units and master leased transitional housing. Contractor shall provide case management with both full and part-time staff. Contractor will operate BHBH units in line with the BHBH project narrative submitted to and approved by the State Department of Health Care Services (DHCS).
- 2) Contractor Responsibilities
  - A. Program Structure
    - i) Target population: homeless households with severe and persistent mental illness and/or substance use disorder.

Prioritization:

      - (a) CARE Court participants and/or participants in Court-based programs designed to reduce recidivism such as drug, mental health, or diversion court programs.
      - (b) Households who lack regular access to shelter due to difficulty or unwillingness to live in dormitory-like settings.
    - ii) The contractor shall develop and maintain a program agreement and a policy and procedures document that codifies all program elements. The completed agreement and policies and procedures shall be provided to the NCBH contract manager for approval. The program agreement and the policies and procedures will be reviewed with participants by their assigned case manager prior to entry into the program, written in clear and plain language easily understood by participants, and the participant will be provided a copy. At minimum, these documents should include:
      - (a) Program agreement– The agreement will be used a basis for the initial intake engagement and designed to elicit feedback as to its contents and will outline agreements and responsibilities of both the participant and the case manager.
      - (b) Referral Process
      - (c) A program termination policy, appeals policy and grievance policy that are in line with Harm Reduction and trauma informed practices.
      - (d) A Substance Use Policy that is in line with harm reduction and trauma informed care practices and doesn't penalize or sanction participants based on the act of using substances.
      - (e) A navigation strategy tool that can be shared by case management teams. The tool should enable case management to organize client information around goals, actions steps, barriers to housing, referral and/or service connection needs; document needs; and identified formal and informal client supports.
      - (f) A pet policy that allows pets to be in at least one of the leased locations so long as they can be deemed to be safe for other residents and staff.

(g) A clear description of how the Contractor will address racial and gender equity gaps and ensure that the program will and can accept and be responsive to people from different racial, gender and cultural backgrounds.

(2) Contractor shall establish a process for participants to provide meaningful and authentic input into the BHBH program that allows them to connect as a community, build rapport with case managers and advocate for changes to the program in collaboration with case managers and contractor staff. Contractor is encouraged to establish this process with participants' support, letting them identify how this process is created and managed.

#### B. Case management

Participants in this program have, in many cases, experienced long term, chronic homeless, substance use disorder, untreated mental health disorders and may be suffering from both chronic and acute physical health issues, Contractor shall establish a strong collaborative process with case managers from the Behavioral Health Department's Enhanced Care Manager (ECM) team, Adult and SUD teams and case managers from any number of organizations that may have a history of serving BHBH participants.

(1) BHBH Engagement and case management strategies – Case management staff shall utilize progressive engagement and strengths focuses case management strategies to work with BHBH participants to establish person centered goals and priorities centered on improving client housing stability.

(2) Referral and Linkage – The primary goal of case management for BHBH participants will be to establish housing navigation plans that lead to participants finding a safe and stable place to reside after their stay in the BHBH program.

(3) Collaboration – BHBH will utilize a collaborative process to deliver case management that involves CONTRACTOR staff, the Counties ECM team, staff working as part of FREEDs landlord Liaison Team (LLT) and, when applicable, external case managers from other organizations. In all cases, the BHBH project director shall establish a weekly collaborative process wherein each participant can be discussed among providers allowing for coordination between case managers.

#### C. Deliverables

i) Provide up to 28 units of interim shelter capacity using a combination of hotels and/or other rental properties.

ii) Complete navigation plans for all interim shelter stayers within 30 days of occupancy.

iii) Provide interim beds for 70 individuals per year.

iv) House 20 individuals per year out of the BHBH interim project.

#### D. Staffing

i) BHBH case managers will serve a primary role of providing case management services to BHBH participants.

ii) Contractor shall establish work schedules that include swing positions that can provide Leased locations with onsite supports as needed . These positions may have lived experience with homelessness and will be trained to work with program participants to address program needs and enforce program agreements.

- iii) Case manager engagement with program participants will be coordinated by the contractor in a manner that maximizes collaboration. While not all clients must be seen daily, the expectation is that case managers are on site regularly over the course of any given week.

E. Infrastructure

- i) Maintain 28 beds of interim shelter capacity.
- ii) Ensure the sites are maintained and habitable. A process for participants and the site owner/landlord for repairs or maintenance requests shall be developed in writing and provided to all necessary parties.
- iii) Provide Community and neighborhood engagement around any leased location. Contactor shall ensure that neighbors and businesses have appropriate means to learn about the project and address issues to contractor staff directly with next business day follow-up.

F. Administrative

- i) BHBH program Data requirements:
  - (1) Enter all relevant client data into appropriate HMIS project in a timely manner. Ensure each client in the project has an updated and active Coordinated Entry VI score and is on the By-name List.
  - (2) Conduct quarterly data quality review to ensure no client data is missing.
  - (3) Pull out quarterly data reports from HMIS and provide them to the NCBH Homeless Services Program Manager for review.
- ii) Quarterly and Annual – Provide written progress report narratives for required BHBH quarterly and annual reporting.

3) Joint responsibilities

- i) Referral process:

Contractor will primarily receive referrals to the BHBH program from the NCBH Homeless Services Program Manager. Referrals will be reviewed by County ECM program staff and BHBH program staff following the BHBH program referral process contained in the programs Policy and Procedures guide. Referrals will be accepted and placement made only after both parties agree that the placement supports the participants housing goals and case management can be applied that meets the participants needs  
Obligation to comply with all grant funding requirements.

**EXHIBIT “B”  
SCHEDULE OF CHARGES AND PAYMENTS**

The maximum obligation under this Agreement for satisfactory performance of services as outlined in Exhibit A shall not exceed \$1,792,322 for the contract term.

The contract maximum is based on the following project budget:

	PATH	PEI	CSS	BHBH	ERF	Total
Salary and Benefits						
Outreach Case Manager	86,555	91,437		181,698		359,690
Maintenance Tech				18,575		18,575
Data Manager				20,534		20,534
Director of Business Operations				27,625		27,625
Outreach Program Officer	53,738			28,031		81,769
HAT Van Driver						-
CDAC Counselor expended by 11/29/23						-
HOME Team Supervisor						-
Swing Shift Staff at master lease houses 3.0 FTE				222,905		222,905
Outreach Worker						-
Outreach Director						-
Shelter Case Manager			91,437			91,437
<b>Total Salary &amp; Benefits</b>	<b>140,293</b>	<b>91,437</b>	<b>91,437</b>	<b>499,368</b>	<b>-</b>	<b>822,535</b>
Operating Expenses						-
Supplies		2,000	3,996	10,500		16,496
Travel, Mileage, Fuel, Maintenance & Training		2,414	2,600	16,100		21,114
Master Leasing, Motel Vouchers, Client Damages				760,575		760,575
Emergency Housing/Motel Vouchers	-	-	-	9,711	23,016	32,727
Flex Funds- Client support costs	-	2,000	1,800	3,000		6,800
Other Operating Expense	-	-	1,600			1,600
<b>Total Operating Expenses</b>	<b>-</b>	<b>6,414</b>	<b>9,996</b>	<b>799,886</b>	<b>23,016</b>	<b>839,312</b>
						-
Other: Admin/Indirect (10% max)	14,029	9,473	9,223	66,599	1,151	100,475
<b>Total Admin</b>	<b>14,029</b>	<b>9,473</b>	<b>9,223</b>	<b>66,599</b>	<b>1,151</b>	<b>100,475</b>
Incentives						30,000
<b>Total</b>	<b>154,322</b>	<b>107,324</b>	<b>110,656</b>	<b>1,365,853</b>	<b>24,167</b>	<b>1,792,322</b>

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. Budgeted amounts cannot be moved between funding sources i.e., cannot move money between MHSA and PATH without approval from the Director or their designee.

## **Incentive Payments**

As part of participation in the MHSa Innovation Learning Collaborative, the contractor has the opportunity to earn incentive payments. Incentive payments will be earned, up to the total amount of \$30,000 based on the below table. Invoices for incentive payments will be submitted on a separate invoice upon completion for meeting one or more of the below milestones..

<b>FY 25/26 Incentive Options:</b>	<b>Amount</b>
Attend 5 learning collaboratives	\$5,000
Complete full readiness assessment by 3/31	\$5,000
Create a business plan/funding sustainability plan for billing outside of current funding streams	\$10,000
<b>One of the following incentives available per provider:</b>	
Enter into contract with MCP or expand scope of existing contract with MCP	\$10,000
Enter into contract with BHP/county for SMHS or DMC-ODS services	\$10,000
Enter into contract for another identified billing source (i.e. MAA)	\$10,000

## **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](mailto:BH.Fiscal@nevadacountyca.gov)

CC: Contract Manager (refer to Notification section)

### **Non-Profit Supplemental Audit Provisions**

(i) Contractor shall have on file with the County at all times their most recent reviewed or audited financial statements including the review or opinion letter issued by an independent Certified Public Accountant. The financial statement package is due to the County within one hundred eighty (180) days of the end of the Contractor's fiscal year. Contractor may request in writing an extension of due date for good cause – at its discretion, County shall provide written approval or denial of request.

(ii) Non-profit Contractors whose contract with the County includes services that will be reimbursed, partially or in full, with Federal funds are also governed by the OMB Super Circular and are required to have a single or program-specific audit conducted if the Contractor has expended \$750,000 or more in Federal awards during Contractor's fiscal year. Any Contractor who is required to complete an annual Single Audit must submit a copy of their annual audit report and audit findings to County at the address listed in the "Notification" section of the executed contract within the earlier of thirty (30) days after the Contractor's receipt of the auditor's report or nine (9) months following the end of the Contractor's fiscal year.