

**AMENDMENT #1 TO THE CONTRACT BETWEEN THE COUNTY OF NEVADA,
BEHAVIORAL HEALTH DEPARTMENT, AND NEVADA COUNTY HOUSING
DEVELOPMENT CORPORATION (NCHDC) (RES 19-374)**

THIS AMENDMENT is executed this 24th day of September, 2019 by and between NEVADA COUNTY HOUSING DEVELOPMENT CORPORATION and COUNTY OF NEVADA. Said Amendment will amend the prior contract between the parties entitled Contract executed on July 9, 2019 per Resolution 19-374; and

WHEREAS, the Contractor provides 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 the County reimburses the Contractor for costs associated with lease and rental agreements for authorized program participants of the Housing and Urban Development Supportive Housing Programs and master leasing agreements to serve mental health clients for the Contract term of July 1, 2019 through June 30, 2020; and

WHEREAS, the parties desire to amend their Contract to 1) increase the Maximum Contract Price from \$280,758 to \$436,368 (an increase of \$155,610) due to additional funding from Proposition 47, 2) revise Exhibit "A" Schedule of Services to reflect the additional salary and benefits costs for services provided by a House Liaison and Peer Counselor and master leased housing funds and 3) 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 August 15, 2019.
2. That Section (§2) Maximum Contract Price, shall be changed to the following: \$436,368.
3. The Exhibit "A", Schedule of Services, shall be revised to the amended Exhibit "A" as attached hereto and incorporated herein.
4. That Exhibit "B", "Schedule of Charges and Payments", shall be revised to the amended Exhibit "B" as attached hereto and incorporated herein.
5. That in all other respects the prior Agreement of the parties shall remain in full force and effect.

COUNTY OF NEVADA:

CONTRACTOR:

By: _____
Honorable Richard Anderson
Chair, Board of Supervisors

By: _____
Jennifer Price
Executive Director

Dated: _____

Dated: _____

Attest: _____

Julie Patterson-Hunter
Clerk of the Board of Supervisors

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.

The goal of the Proposition 47 Homeless & Justice involved project is to reduce recidivism and conserve community resources by diverting justice involved, homeless individuals with behavioral health needs from jail into mental health and substance use disorder treatment using targeted housing supports; including low barrier, sober housing, and rental assistance, among other tools.

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.
- Provide House Liaison and Peer Counselor services according to Nevada County’s Proposition 47 grant agreement.
- 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 HUD 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 seventeen (17) rooms 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.
- Negotiate and enter six (6) additional low barrier housing units with Master Leases for those experiencing homelessness who are chronically involved in the criminal justice system, according to Nevada County's Proposition 47 grant agreement.
- 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 data for Quarterly Reports as required by Proposition 47. Progress report periods are August 15, 2019 to December 31, 2019, January 1, 2020 to March 31, 2020, and April 1, 2020 to June 30, 2020.
- 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.
- Update MHSA Steering Committee, Mental Health Board and other stakeholders regarding MHSA Housing Programs.
- 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 \$436,368 for the performance of all services to be provided under this Agreement.

The contract maximum is based on the following estimated project budget:

| | MHSA/HUD | Prop 47 | Total |
|---------------------------------------|----------|---------|---------|
| Leasing/Rents | 177,640 | 63,600 | 241,240 |
| Housing Coordinator(s) | 35,516 | | 35,516 |
| House Liaison | | 13,520 | 13,520 |
| Peer Counselor | | 31,200 | 31,200 |
| CEO/Director | 6,500 | | 6,500 |
| Payroll Benefits: Taxes, W/C, Medical | 12,694 | 25,884 | 38,578 |
| Phone Allowance | 600 | 600 | 1,200 |
| Mileage @ IRS rate | 4,832 | 6,660 | 11,492 |
| Office Supplies | 3,000 | | 3,000 |
| Accounting | 2,500 | | 2,500 |
| Direct Program Expenses | 11,952 | | 11,952 |
| Subtotal | 255,234 | 141,464 | 396,698 |
| Administration @ 10% | 25,524 | 14,146 | 39,670 |
| Grand Total | 280,758 | 155,610 | 436,368 |

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

Contract reimbursement will be based on actual salary/benefits of Contractor's assigned staff and program expenses including leases. For leases/rent Contractor shall submit a monthly invoice listing by client rent reimbursement requested for each grant program.

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 payment pending resolution of the cost(s).

Contractor shall notify County immediately when a lease is terminated, and refund 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
- 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

