



# RESOLUTION NO. 17-092

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 1 TO THE RENEWAL CONTRACT WITH KARE CRISIS NURSERY, INC. (PESJ2930)

WHEREAS, the County of Nevada entered into a two-year Contract with KARE Crisis Nursery, Inc. for the provision of court-ordered monitored visitation services for Child Protective Services (CPS) clients, executed on August 3, 2015 per Purchase Order Number PESJ2930; and

WHEREAS, Nevada County children who are separated from their parents benefit from these services which enables them to have visits with their non-custodial parents who otherwise would not see their children at all or who may not have been able to be with their children for many months; and

WHEREAS, the parties desire to amend the Agreement to increase the maximum contract price due to an unanticipated increase in services for Fiscal Year 2016/17.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that Amendment No. 1 to the Personal Services Contract by and between the County and KARE Crisis Nursery, Inc. pertaining to increasing the maximum obligation from \$12,000 to \$16,000 (an increase of \$4,000) for Fiscal Year 2016/17 for a revised total contract maximum of \$28,000 for the 2-year contract term of July 1, 2015 through June 30, 2017 for the provision of court-ordered monitored visitation services for CPS clients, be and hereby is approved, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Amendment on behalf of the County of Nevada.

Funds in the amount of \$16,000 to be encumbered for Fiscal Year 2016/17.

Funds to be disbursed from account: 1589-50104-494-3101/521520.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 28th day of February, 2017, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Hank Weston, Chair

2/28/2017 cc: DSS\*  
AC\*  
KCN, Inc.

**AMENDMENT #1 TO CONTRACT WITH KARE CRISIS NURSERY, INC.  
(PESJ2930)**

**THIS AMENDMENT** is dated this 1<sup>st</sup> day of February, 2017 by and between KARE CRISIS NURSERY, INC. and COUNTY OF NEVADA. Said Amendment will amend the prior agreement between the parties entitled Personal Services Contract executed on August 3<sup>rd</sup>, 2015 by Purchase Order PESJ2930.

**WHEREAS**, the Contractor provides court ordered monitored visits, helping Child Protective Services in a variety of circumstances in order to intervene or prevent neglect or child abuse or support families in their visitation needs; and

**WHEREAS**, the parties desire to amend their agreement to 1) increase the contract maximum for fiscal year 2016/17 from \$12,000 to \$16,000 (an increase of \$4,000) due to an unanticipated increase in services; and 2) to revise Exhibit "B", Schedule of Charges and Payments to reflect this increase in the total maximum contract price.


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

1. This amendment shall be effective as of February 1, 2017.
2. That Section (§2), Maximum Contract Price, shall be changed to the following: \$28,000
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:   
Honorable Hank Weston  
Chair of the Board of Supervisors

CONTRACTOR:

By:   
Lynn Woerner  
Executive Director  
P.O. Box 2080  
Grass Valley, California 95945

ATTEST:

By:   
Julie Patterson Hunter  
Clerk of the Board of Supervisors

**EXHIBIT "B"**  
**SCHEDULE OF CHARGES AND PAYMENTS**  
**KARE CRISIS NURSERY, INC.**

The maximum obligation under this Agreement shall not exceed Twenty-Eight Thousand Dollars (\$28,000) and of this total \$12,000 shall be the maximum amount for fiscal year 2015/2016; and \$16,000 shall be the maximum for fiscal year 2016/17.

The maximum obligation is contingent and dependent on County's receipt of anticipated allocation(s) to fund program services.

County shall be billed for services performed at the request of authorized County agents for the following services and rates listed for each service:

1. Court-ordered Monitored Visits - \$40 per hour per visit for 1-3 participants (excluding KARE Monitor).  
\$60 per hour per visit for 4-6 participants (excluding KARE Monitor).  
\$80 per hour per visit when a second Monitor is needed to accurately and safely oversee and document a visit.

Contractor shall provide the most recent copy of the Contractor's reviewed or audited financial statements. Said Financial statements shall be verified by an independent Certified Public Accountant. These financial statements together with the Certified Public Accountant's verification are due to the County within thirty (30) days of execution of the Contract. If Contractor, however, has another County Contract currently in effect and has previously provided this information to the County, it is not necessary for contractor to re-submit these statements and verification under this Agreement.

**BILLING AND PAYMENT**

Contractor shall submit to County by the 20<sup>th</sup> of each month following the month services were rendered. Each invoice shall include:

- Name of participant(s) receiving services (parent and child(ren))
- Type of services rendered
- Dates services were rendered to individual child(ren)
- Cost of services rendered
- Billing period covered
- Purchase Order number assigned to the approved contract (to expedite payment)
- Supporting documentation if required

Invoices are to be submitted to:

Nevada County Department of Social Services  
Attention: Fiscal Unit

Post Office Box 1210  
Nevada City, California 95959

County shall review each billing for supporting documentation; verification of eligibility of individuals being served; dates of services and costs of services as detailed previously. Should there a discrepancy on the invoice, said invoice will be returned to Contractor for correction and/or additional supporting documentation. Payments will be made in accordance with County processes once an invoice has been approved by the department.

**BILLING PROCESS EXCEPTION**

By the tenth of June each year, Contractor shall provide an invoice for services rendered for the month of May. An invoice of services provided for the month of June shall be provided no later than the tenth of July.