

**2017/21 CONTRACT NO: L907 AMENDMENT**

**FIRST 5 NEVADA COUNTY  
CHILDREN AND FAMILIES FIRST COMMISSION**

**THIS AMENDMENT No. 1** is made this July 1, 2019, by and between the FIRST 5 NEVADA COUNTY COMMISSION (“First 5”), and Nevada County Behavioral Health (“Contractor”), collectively the “Parties”.

**RECITALS**

**WHEREAS**, on August 15, 2017, per Resolution No. 17-426, the County of Nevada and First 5 entered into an agreement whereby First 5 is to provide Early Childhood Mental Health Services (“Agreement”); and

**WHEREAS**, the First 5 Nevada County Commission voted to extend funding to current contractors who had been awarded funds as part of a competitive process for one additional year, through June 30, 2021; and

**WHEREAS**, the Parties desire to enter into this First Amendment to the Agreement for the purposes of expanding services under the Agreement.

**NOW, THEREFORE**, for and in consideration of the agreement made, and the payments to be made by First 5, the Parties agree to amend the Agreement as follows:

**1. EVALUATION**: Section 6, subsection A shall now read:

A. Contractor agrees to report demographic data on participants served by the Contractor as negotiated with First 5 in the attached “Required Data Elements” (Exhibit “B”) and performance on outcomes in the attached “Project Outcomes Chart(s)” (Exhibit A) no later than:

- July 31, 2018 (for the period July 1, 2017 through June 30, 2018);
- July 31, 2019 (for the period July 1, 2018 through June 30, 2019);
- July 31, 2020 (for the period July 1, 2019 through June 30, 2020);
- July 31, 2021 (for the period July 1, 2020 through June 30, 2021).

The attached “Results Template” (Exhibit D) shall be completed and submitted no later than July 31, 2018 for FY 2017-18, no later than July 31, 2019 for FY 2018-19, no later than July 31, 2020 for FY 2019-20, and no later than July 31, 2021 for FY 2020-21.

These reports shall be submitted electronically. Commission may request hard copies of reports, if necessary. Contractors are expected to keep paper records of all tools used for data collection and summarize those records in the reports.

**2. EXPENDITURE REPORTING**: Section 7 shall now begin:

Contractor agrees to submit a semi-annual Contractor Expenditure Report (Exhibit “C”) to First 5 no later than:

- July 31, 2018 (for the period July 1, 2017 through June 30, 2018);
- July 31, 2019 (for the period July 1, 2018 through June 30, 2019);
- July 31, 2020 (for the period July 1, 2019 through June 30, 2020);
- July 31, 2021 (for the period July 1, 2020 through June 30, 2021).

3. **PAYMENT**: Section 8, paragraph A shall now read:

a. Contractor will receive fifty percent (50%) of the first annual amount of the grant award upon execution of this Contract. Contractor will receive additional payments as follows: forty percent (40%) of the first annual amount of the grant award will be received after submission of the semi-annual fiscal report due January 31, 2018; and will receive the remainder of the grant award, equal to ten percent (10%) of the annual grant award, upon approval of the final report, which is due no later than July 31, 2018. In FY2018-19 and FY2019-20, Contractor will receive fifty percent (50%) of the annual grant amount after July 1 each year; forty percent (40%) of the annual amount of the grant award will be received after submission of the semi-annual fiscal report due January 31 each year; and will receive the remainder of the annual grant award, equal to ten percent (10%) of the annual grant award, upon approval of the final report, which is due no later than July 31 each year. *In FY 2020-21, Contractor will submit expenditure reports quarterly for reimbursement with the fourth quarter expenditure report due no later than July 31, 2021.* First 5 shall forward payment requests to the County Auditor/Controller within five business days of the signing of the Contract or approving reports.

4. **CONTRACT PERFORMANCE TIME**: Section 9 shall now read:

All the work required by this Contract as described in Section 1 shall be completed no later than June 30, 2021. Contractor shall have up to thirty (30) days beyond June 30, 2021 to complete and submit the final reports required in Sections 3 and 4. Should Contractor project having unused funds at the end of the contract period, Contractor may request to roll over the funds into the following fiscal year; this request must be made in writing before May 5, 2021 for Commission consideration. The Commission will only grant such a request if they feel that the request is as the result of an extraordinary, unforeseeable, one-time event.

5. **MAXIMUM COST TO FIRST 5**: Section 10 shall now read:

Notwithstanding any other provision of this contract; in no event will the cost to First 5 for the work to be provided herein exceed the maximum sum of \$80,000.

6. **EXHIBIT C**: Grantee Fiscal Report Form

Exhibit C is hereby amended with the attached which will be used for FY2020-21.

**UNDERLYING CONTRACT**: Except as otherwise amended herein all terms and conditions set forth in the original Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Contract on the date written.

**APPROVED BY:**

\_\_\_\_\_  
Lindsay Dunckel, Executive Director  
**FIRST 5 NEVADA COUNTY**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Richard Anderson, Chair  
**BOARD OF SUPERVISORS, NEVADA COUNTY**

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Julie Patterson Hunter, Clerk of the Board of Supervisors    Date