



# **RESOLUTION No. 21-484**

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

### **RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 1 TO THE RENEWAL CONTRACT WITH CHILD ADVOCATES OF NEVADA COUNTY FOR THE PROVISION OF HEALTHY FAMILIES AMERICA (HFA) HOME VISITING PROGRAM SERVICES AS A COMPONENT OF THE COUNTY'S IMPLEMENTATION OF THE CALIFORNIA HOME VISITING PROGRAM (CHVP) TO INCREASE THE MAXIMUM CONTRACT PRICE FROM \$678,922 TO \$1,369,938 (AN INCREASE OF \$691,016) AND EXTEND THE CONTRACT TERM THROUGH SEPTEMBER 30, 2022 (RES. 20-425)**

WHEREAS, per Resolution No. 20-425 the Nevada County Board of Supervisors approved the renewal contract with Child Advocates of Nevada County to provide county-wide delivery of the Healthy Families America (HFA) model for home visiting services; and

WHEREAS, there is a continued need for the HFA home visiting services to continue; and

WHEREAS, the parties desire to amend their agreement to increase the Maximum Contract Price to \$1,369,938 (an increase of \$691,016), of which up to \$705,788 may be expended from July 1, 2021 through June 30, 2022, amend Exhibit "B", "Schedule of Charges and Payments", to reflect the increase in the maximum contract price and extend the contract term to September 30, 2022.

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 Professional Services Contract by and between the County of Nevada and Child Advocates of Nevada County pertaining to the provision of Healthy Families America (HFA) home visiting program services as a component of the County's implementation of the California Home Visiting Program (CHVP) for the contract term of October 1, 2020 through September 30, 2022, in the maximum amount of \$1,369,938 of which up to \$705,788 may be expended in Fiscal Year 2021/22, be and hereby is approved in substantially the form attached hereto, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Agreement on behalf of the County of Nevada.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 16th day of November, 2021, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Dan Miller, Chair

11/16/2021 cc: BH\*  
AC\*  
CAoNC\*

**AMENDMENT NO. 1 TO THE CONTRACT WITH CHILD ADVOCATES OF NEVADA  
COUNTY (RES. 20-425)**

**THIS AMENDMENT** is dated this 16th day of November, 2021 by and between CHILD ADVOCATES OF NEVADA COUNTY, 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 Agreement, as approved on October 13, 2020, per Resolution No. 20-425.


**WHEREAS**, the County has contracted with Contractor to provide Healthy Families America (HFA) home visiting program services as a component of the County's Implementation of the California Home Visiting Program (CHVP) for residents of Nevada County for the contract term of October 1, 2020 through September 30, 2021; and

**WHEREAS**, the parties desire to amend their agreement to 1.) extend the Contract Termination Date from September 30, 2021 to September 30, 2022; 2) increase the Maximum Contract Price from \$678,922 to \$1,369,938 for the extended Contract Term; and 3) to revise Exhibit "B" Schedule of Charges and Payments", to reflect the increase in the maximum contract price and updated rate structure.


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

1. That Amendment No. # 1 shall be effective as of September 1, 2021.
2. That the Maximum Contract Price, shall be changed to the following:  
\$1,369,938, of which up to \$705,788 may be expended from July 1, 2021 through June 30, 2022.
3. That the Contract Termination Date, shall be changed to the following:  
September 30, 2022.
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:

By:   
Dan Miller (Nov 19, 2021 13:22 PST)  
Honorable Dan Miller  
Chair of the Board of Supervisors

CONTRACTOR:

By:   
William R. Crouch (Nov 4, 2021 09:09 PDT)  
William R. Crouch  
President of the Board 200  
Providence Mine Road,  
Suite 208  
Nevada City, California 95959

ATTEST:

By:   
Julie Patterson-Hunter  
Clerk of the Board of Supervisors

**EXHIBIT "B"**  
**SCHEDULE OF CHARGES AND PAYMENTS**  
**CHILD ADVOCATES OF NEVADA COUNTY**

County shall pay to Contractor a maximum amount not to exceed \$1,369,938 for satisfactory performance of services in accordance with Exhibit "A" for the contract term, of which up to \$705,788 may be expended from July 1, 2021 through June 30, 2022.. The Contract maximum is based on reimbursement for actual costs incurred for carrying out the terms of this Contract. Contractor agrees to be responsible for the validity of all invoices. The maximum amount is based on the budget in Attachment "A".

Expense Categories (personnel/operating expenses/ startup costs) within the budget may be increased or decreased using funds from other expense categories by no more than 25% of their original amounts with approval by the MCAH Director and/ or Coordinator. Contractor shall submit a written explanation of the need for any adjustments to the MCAH Director and/ or Coordinator. County reserves the right to deny any such change on any line item.

The Contract maximum is contingent and dependent on County's receipt of anticipated CHVP program funding; and subject to County Board of Supervisors approval of the Public Health Department's budget expenditure for this contract for FY 2021/22 and FY 2022/23.

Travel/ mileage reimbursement shall not exceed the current reimbursement rate determined by the CDPH.

Any equipment purchased with funds under this Agreement shall remain the property of CDPH MCAH/CHVP pursuant to Grant Agreement CHVP 19-29.

**Billing and Payment:**

Payment Schedule:

- Upon full execution of this Contract and upon receipt of an invoice and a statement of the actuals for the prior month, the County shall advance 1/12<sup>th</sup> equal monthly increments for the provision of services plus or minus the variance between prior month actuals and the prior month advance.

For example, the following scenario would result in a May payment as follows:

May Advance (unadjusted)	= \$56,513
April Variance ( <i>Advance \$56,513 less actual expenses \$52,000</i> )	= - (4,513)
<b>Adjusted May Advance = \$56,513- \$4,513</b>	<b>= \$52,000</b>

- The Public Health Department may approve an increase or decrease from the monthly incremental payment rate for project expenditures if justified. This increase or decrease would result in the monthly payments to be adjusted.
- A reconciliation of expenses under this contract shall be provided to the County no later than 15 days after the final day of the multi-year grant period.
- Any unspent funds shall be remitted to the County no later than 30 days after the final day of the multi-year grant period.

Contractor's Invoices shall include the following:

- The Nevada County Board of Supervisors Resolution Number assigned to their Contract.
- The number of clients enrolled in the program at the end of the month being invoiced with a breakdown of how many clients served were located in Eastern and Western County.
- The number of home visits provided in the month being invoiced with a breakdown of how many home visits occurred in Eastern and Western County.

Contractor shall submit invoices for services to:

Nevada County Public Health Department  
Attn: Fiscal Staff  
500 Crown Point Circle, Suite 110  
Grass Valley, CA 95945