

**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: _____
Honorable Dan Miller
Chair of the Board of Supervisors

ATTEST:

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

CONTRACTOR:

By: _____
William R. Crouch
President of the Board 200
Providence Mine Road,
Suite 208
Nevada City, California 95959

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 1/12th 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)
Adjusted May Advance = \$56,513- \$4,513	= \$52,000

- 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