

FIRST AMENDMENT TO CONTRACT BETWEEN COUNTY OF LAKE AND NORTH COAST OPPORTUNITIES, INC., RURAL COMMUNITIES CHILD CARE FOR STAGE ONE CHILD CARE SERVICES

This First Amendment to Contract is made and entered into on the date executed herein below, by and between the County of Lake through its Department of Social Services, hereinafter referred to as "LCDSS", and North Coast Opportunities, Inc., Rural Communities Childcare hereinafter referred to as "Contractor"; collectively referred to as the "parties".

WHEREAS, Contractor has taken on additional responsibilities related to their Stage One childcare program, and

WHEREAS, there is a need to update the compensation, and

WHEREAS, there is a need to update the scope, and

WHEREAS, there is a need to update the budget, and

WHEREAS, there is a need to update the invoices,

NOW, THEREFORE, the parties hereto agree as follows:

Page 1, section 2, titled "Compensation" is hereby amended to read as follows:

"Contractor has been selected by LCDSS to provide the services described hereunder in Exhibit "A" (Scope of Services), incorporated herein by this reference. For the period of July 1, 2022 to June 30, 2023, compensation to Contractor shall not exceed ninety thousand dollars (\$90,000.00) per fiscal year. For the period of July 1, 2023 to June 30, 2025, compensation to Contractor shall not exceed six hundred forty-two thousand eight hundred fifty-six dollars (\$642,856.00) per fiscal year.

LCDSS shall compensate Contractor for services in accordance with Exhibit "B" (Fiscal Provisions), attached hereto and incorporated herein. Compensation to Contractor is contingent upon appropriation of federal, state and county funds."

Page 3, "Exhibit A – Scope of Services, Section 1" is hereby amended to read as follows:

"Contractor agrees to provide the following services during the provision of Stage One Child Care Services:

- A. Provide licensed and license-exempt childcare services, including childcare referrals, enrollments, payment authorization, and reimbursement to childcare providers for California Work Opportunities and Responsibility to Kids (CalWORKs) recipients requiring Stage One Child Care Services for their child(ren) twelve (12) years of age and under.
- B. Receive and respond to service referrals from LCDSS.
- C. Assess clients after termination of CW to determine which funding source (Stage 2 or Stage 3) they qualify for in accordance with California Department of Social Services and State Department of Education requirements.
- D. If the client does not already have a childcare provider, provide at least three referrals whenever possible. It is understood that these referrals are not recommendations. Match client's needs with available licensed and exempt childcare spaces from a regularly updated list of licensed and exempt centers and homes in the community. Provide additional referrals if requested by the client.
- E. Enroll clients for the hours, days, start date, and end dates for childcare authorized by LCDSS. Maintain written documentation from LCDSS in each participant case folder.
- F. If a childcare facility chosen by a client requires a license, verify current status of licensure. If a client has chosen an exempt provider, complete a "Trustline" certification with the exempt provider. Contractor will not recommend or pay for childcare provided by persons under the age of eighteen (18).
- G. Require client signature to verify that the childcare policies have been received, read and understood.

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- H. Contact providers to discuss policies and procedures, to obtain signatures on agreements for service, to notify changes to client contacts, and discuss rates charged for the purposes of ensuring that said rates are within market rates and are consistent with rates charged to private pay families.
- I. Receive and review all Daily Attendance Sheets against the provider contract and Agency/Parent/Facility Agreement before authorizing payments.
- J. Process monthly attendance sheets for review and approval of the provider payment spreadsheet prior to making payment.
- K. Provide LCDSS with necessary back up documentation and reporting requirements as requested by LCDSS and/or the State.

Contractor shall provide for Union Dues deductions for Stage 1 providers following CDSS' Child Care guidance which includes:

- A. Retrieve certification list from CalHR's FTP Site after the 28th of each month of Stage 1 Providers that have opted into dues deduction out of their paycheck and deduct provider union dues from payments.
- B. Send provider spreadsheet to LCDSS by protected email with gross payment amounts (prior to deducting union dues) by the 10th of the following month for review and approval prior to issuing warrants to providers.
- C. Calculate and withhold union dues deductions from provider reimbursement payment amounts according to WIC § 10426.5 (c)
- D. Issue timely payments to childcare providers by warrant or direct deposit after approval by LCDSS, following all applicable state and federal tax rules.
- E. Remit funds via one warrant per vendor code for all provider deductions withheld in a certified month, by the 10th business day of the following month.
- F. Process monthly reconciliation report by the 5th of the following month for CalHR per the direction in CCPU's Vendor Guidance for Automatic Deductions for CCPU Members, copy to LCDSS.
- G. Process provider 1099s annually per existing state & federal rules.

For LCDSS:

- A. Review and approve monthly provider spreadsheets on or before the 14th of each month.
- B. Remit payment for invoices within 15 days following receipt of invoice.
- C. Meet with NCO as necessary to ensure correct processing of payments and monitoring of contract."

Page 5, Exhibit "B", Section 1, titled "Budget", shall be amended to read as follows:

The Contractor shall submit, in advance, a detailed budget, in the format approved by LCDSS for review and approval by the LCDSS Director. Contractor shall be compensated only for expenses included in the approved budget. Modification to the budget must be approved in advance by the LCDSS Director.

To ensure compliance with funding requirements, contractor's budget shall adhere to the following allowances.

Budget cap -

- o \$642,856 = 100% Total Budget
 - o \$450,000 = 70% Child Care Payments
 - o \$192,857 = 30% Direct Services & Administration
- (Administration capped at 15%)

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Page 5, Exhibit "B", Section 5, titled "Invoices", shall be amended to read as follows:

"A. Contractor shall submit monthly invoices, in the format approved by LCDSS, based on actual expenses, no later than the 20th of the month following the month in which services were provided, except for the months of May and June. Invoices shall, at minimum, include the three categories of Child Care Payments, Direct Services, and Administration, and shall include a copy of provider payment spreadsheet.

B. For the months of May and June:

1. Funding for this Contract is appropriated on a fiscal year basis. LCDSS is not able to compensate Contractor after the close of the fiscal year period.
2. To ensure Contractor is properly compensated, Contractor shall submit invoices based on estimated expenses, including all anticipated costs, no later than June 5th of the fiscal year period.
3. Contractor shall follow up by submitting invoices for actual expenses, as stated hereinabove in Paragraph 5A., including remittance of the full amount of any overpayment that occurred in the event estimated expenses exceeded actual.

C. LCDSS shall review and approve Contractor's invoices and make payment as soon as administratively possible."

Except as specifically modified herein, all other terms and conditions of the original Contract shall remain in full force and effect.

Executed at Lakeport, California on November 14, 2023.

COUNTY OF LAKE

Moke Simon
Moke Simon (Nov 15, 2023 12:26 AKST)

CHAIR, Board of Supervisors

ATTEST: SUSAN PARKER
Clerk to the Board of Supervisors

By: Johanna Delong
Johanna Delong (Nov 15, 2023 11:18 PST)

CONTRACTOR

Patty Bruder
Patty Bruder (Oct 26, 2023 06:05 PDT)

APPROVED AS TO FORM:
LLOYD C. GUINTIVANO

County Counsel

By: [Signature]




Stage1-NCO-Amend-23-24


Final Audit Report


2023-10-26


Created:	2023-10-25
By:	Betzy Wetmore (Betzy.Wetmore@lakecountyca.gov)
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 Signer pbruder@ncoinc.org entered name at signing as Patty Bruder
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 Agreement completed.
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