

**NORTH CAROLINA
DURHAM COUNTY**

CONTRACT AMENDMENT

THIS CONTRACT AMENDMENT is made and entered into this ___day of _____, 2018 “the effective date” by and between the **COUNTY OF DURHAM** (hereinafter referred to as “County”) and **CHILD CARE SERVICES ASSOCIATION, INC.** a corporation duly authorized to do business in the state of North Carolina (hereinafter referred to as “CONTRACTOR” or “CCSA”).

WITNESSETH:

THAT WHEREAS, the County and Contractor entered into a contract dated June 26th, 2018, for the provision of expert assistance in expanding high quality pre-kindergarten in Durham, (hereinafter the “Original Agreement”); and

WHEREAS, the County and Contractor desire to amend the Original Agreement, while keeping in effect all terms and conditions of the Original Agreement not inconsistent with the terms and conditions set forth below; and

WHEREAS, pre-kindergarten instructional services are needed to further the pre-kindergarten program in Durham; and

WHEREAS, Durham County needs an efficient and effective method for paying pre-K providers; and

WHEREAS, CCSA already has standard service verification protocols and funding mechanisms established with many pre-K providers in Durham;

NOW THEREFORE, for and in consideration for the mutual covenants and agreements made herein, the parties agree to amend the Original Agreement as follows:

1. In addition to the Original Agreement CCSA shall, on behalf of Durham County, contract directly with pre-k instructional providers to provide services within the Durham pre-k program.
2. County shall provide to CCSA additional funds, not to exceed \$4,311,014 over the course of FY18-19 and FY19-20 (not to exceed \$1,377,907 in FY18-19 or \$\$2,933,107 in FY19-20) in the amount of to cover the associated cost of pre-k instructional providers referenced in this Contract Amendment. The County understands that an 8% indirect cost recovery rate is built into the above instructional services amounts.
3. In addition to managing pre-kindergarten expansion in accordance with Attachments 1-7 of the Original, Agreement, CCSA will also be responsible for processing and delivery of payment to participating Durham pre-k instructional providers. The additional funds in this contract will be disbursed to CCSA and CCSA, having followed all the procedures set forth in Attachment 9, “Components of Pre-K Payment Processing,” shall then disburse to pre-k instructional providers. CCSA shall utilize Automatic Clearing House (ACH) for payments to pre-k instructional providers.
4. Durham County payments to CCSA (and CCSA payments to providers) shall be monthly. In order to release the County’s monthly payment, CCSA shall provide to the County Finance Officer an invoice via email (including a monthly detailed report) no later than 4 business days before the end of the month indicating provider payments due based upon child level services made to pre-k instructional providers, including any necessary reconciliations related to earlier payments. The County shall then release ACH/EFT payment to CCSA within 2 business days so that CCSA can reimburse providers in a timely fashion.

5. Additionally, CCSA shall allow Durham County’s Internal Auditor access to the records and information required hereunder and shall facilitate a review of the accounting and program operations as may be required. Durham County shall have the right to conduct site visits within one (1) week of request to do so. CCSA shall retain financial and program records for a minimum period of three (3) years following the expiration or termination of this Contract Amendment. Nothing in this section shall be construed to relieve CCSA from other applicable reporting requirements established by law.

6. **REQUIRED PROVISIONS FOR CONTRACTS/AGREEMENTS/GRANTS UTILIZING FEDERAL FUNDS.** Pursuant to the Federal Uniform Guidance Appendix II to 2 CFR Part 200, if Federal Funds are involved in this Contract/Agreement/Grant Agreement, by executing this Contract/Agreement/Grant Agreement, the Contractor/Vendor/Grantee, certifies that it agrees to and is in compliance with the provisions specified in **Exhibit B, (if applicable) – Federal Uniform Guidance Contract Provisions Certification.**

7. By execution hereof, the person signing for Contractor below certifies that he/she has read this Contract Amendment and that he/she is duly authorized to execute this contract on behalf of the Contractor.

8. Except for the changes made herein, the Original Agreement shall remain in full force and effect to the extent not inconsistent with this Amendment. In the event that there is a conflict between the Original Agreement and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the parties have expressed their agreement to these terms by causing this Contract Amendment to be executed by their duly authorized office or agent. This Contract Amendment shall be effective as of the date herein.

CONTRACTOR

By: _____

Name/Title: _____

DURHAM COUNTY

By: _____

Name and Title

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Susan Tezai, Durham County Chief Financial Officer

ATTACHMENT 9 TO FOLLOW