

**COUNTY OF MONTEREY**

**CONFIDENTIAL**

AMENDMENT # 1 to AGREEMENT # A-12500

**Mexican American Opportunity Foundation**

This Amendment is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and Mexican American Opportunity Foundation (hereinafter, "CONTRACTOR").

This Amendment modifies the agreement for child care services between parties executed on July 9, 2013 (hereinafter, "Original Agreement ") by adding \$10,000 to expand services, increasing the total contract amount to \$144,223. Therefore, the parties agree:

- 1. Section 1.0 GENERAL DESCRIPTION of the Original Agreement is amended to read as follows:

- 1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit AA, in conformity with the terms of this Agreement. The services are generally described as follows: Provide child care to children who meet state eligibility criteria, and children in need of protective services.

- 2. Section 2.0 PAYMENT PROVISIONS of the Original Agreement is amended to read as follows:

- 2.01 COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit AA, subject to the limitations set forth in this Agreement. The total amount payable by COUNTY to CONTRACTOR under this agreement shall not exceed the sum of \$144,223.

- 3. Section 4.0 of the Original Agreement SCOPE OF SERVICES AND ADDITIONAL PROVISIONS is amended to read as follows:

- 4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

<b>Exhibit AA</b>	<b>Scope of Services/Payment Provisions</b>
Exhibit B	DSS Additional Provisions
Exhibit C	Monthly Claim Form
Exhibit C-1	Parent Statement/Hold Harmless
Exhibit C-2	Enrollment & Attendance Register
Exhibit D	Protective Service Referral Form
Exhibit E	Child Abuse Reporting Certification
Exhibit F	HIPAA Agreement

4. Sections 1.02 and 2.01 of Exhibit B of the Original Agreement are amended to read as follows:

**1.02 Allowable Costs:** Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement as set forth in the budget, attached hereto as **Exhibit AA**. Only the costs listed in **Exhibit AA** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

**2.01 Outcome objectives and performance standards:** CONTRACTOR shall, for the entire term of this Agreement, provide the service outcomes set forth in **Exhibit AA**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AA** unless prevented from doing so by circumstances beyond CONTRACTOR's control including, but not limited to, natural disasters, fire, theft and shortages of necessary supplies or materials due to labor disputes.

5. Exhibit A of the Original Agreement is rescinded, and replaced by **Exhibit AA**, attached.

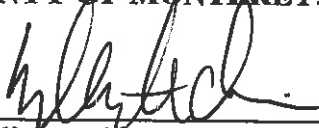
If there is any conflict or inconsistency between the provisions of the AGREEMENT, or this AMENDMENT, the provisions of this AMENDMENT shall govern. A copy of this AMENDMENT shall be attached to the original AGREEMENT, as it may have been previously amended.

*(this space left blank intentionally)*

Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the original AGREEMENT shall remain unchanged and unaffected by this AMENDMENT and shall continue in full force and effect.

IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

**COUNTY OF MONTEREY:**

By:   
Elliott Robinson  
Director, DSS

Date: 5/20/16

**Approved as to Form:**

  
Deputy County Counsel

Date: 5/11/16


**Approved as to Fiscal Provisions:**

  
Auditor-Controller's Office

Date: 5/11/16

**CONTRACTOR:**

**Mexican American Opportunity Foundation**

By:   
(Chair, President, Vice-President)

Vicary Santos Vice President  
(Print Name & Title)

Date: 4/28/16

By:   
(Secretary, CFO, Treasurer)

ORLANDO M. SAYSON, CFO  
(Print Name and Title)

Date: 4/28/16

**Scope of Services**  
**Mexican American Opportunity Foundation**

July 1, 2013 – June 30, 2016

## **I. CONTRACTOR INFORMATION**

**Contractor:** Mexican American Opportunity Foundation  
 11 Quail Run Circle, Suite 101  
 Salinas, CA 93907

Tel: (831) 424-0558  
 FAX: (831) 424-6002

**Contact Persons:** Brenda Heller, Program Manager

## **II. SERVICES TO BE PROVIDED BY CONTRACTOR**

CONTRACTOR shall provide child care services to children who meet State eligibility criteria. Children who are the victims of, or at risk of abuse, neglect, and/or exploitation, who are referred by Family and Children's Services Division of the Monterey County Department of Social and Employment Services (FCS) shall be provided care for any period less than 24 hours per day, any day of the week, for such length of time as may be designated on the referral. All referrals must be submitted on the Protective Service Referral for Child Care Services Form, Exhibit D, and must be signed by an FCS Service Coordinator.

Such care shall be in one of the licensed centers operated by Contractor, depending on individual need or placement availability, or other licensed care facility in Monterey County.

A designated Contractor staff member shall arrange for an intake interview, secure necessary enrollment forms and data required for the client's file, including Parent's Statement of Understanding and Hold Harmless Agreement, Exhibit C-1, maintain attendance records, respond to parent and/or provider concerns, and make required reports.

Clients will be served up to the end date designated on the *Protective Service Referral for Child Care Services* form, and not beyond that date without a new referral.

When the parent is receiving Cash Aid, is in a CalWORKs activity, or has been a CalWORKs recipient in the last two years, MAOF provides services through the CalWORKs contract and not through the MOE contract.

**EXHIBIT AA**

No child will receive more service hours per week than what appears on the *Protective Service Referral for Child Care Services* unless the parent pays for the services or the child(ren) is served through another contract where additional hours are acceptable.

Children who are on a wait list for services through the MOE will be served by other funding streams whenever possible to mitigate a wait for services.

**III. REPORTING REQUIREMENTS**

Contractor shall submit monthly claims to the County by the 10<sup>th</sup> day of the month for services rendered in the previous month using Monthly Claim Form, Exhibit C, and the Enrollment and Attendance Register for Childcare & Development Programs, Exhibit C-2.

**IV. PAYMENT/BUDGET**

Child care services provided by Contractor shall be compensated at the Regional Market Rate and State Reimbursement Rate as prescribed in the Mexican American Opportunity Foundation child care service contract with the California Department of Education (CDE).

Contractor shall charge administrative costs based on hourly wages for child care to the contract at the rate of 17.5% for July 1, 2013 to June 30, 2016.

Contractor will provide documentation from California Department of Education (CDE) Contract as to any changes in the Regional Market Rate or Administrative charges allowed when they occur.

The maximum amount to be paid by County to Contractor under this agreement shall not exceed **one hundred forty-four thousand two hundred twenty-three dollars (\$144,223)** as follows:

July 1, 2013 — June 30, 2014	\$44,741
July 1, 2014 — June 30, 2015	44,741
July 1, 2015 — June 30, 2016	<u>54,741</u>
<b>Total</b>	<b>\$144,223</b>