

FIRST AMENDMENT TO AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
ACCESS CALIFORNIA SERVICES  
FOR THE PROVISION OF REFUGEE SOCIAL SERVICES

THIS FIRST AMENDMENT, made and entered into upon execution of all necessary signatures, is to that certain AGREEMENT Number WGM0719 between the parties hereto, hereinafter referred to as the “Agreement” and is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and Access California Services, a California non-profit corporation, hereinafter referred to as “CONTRACTOR.” This Amendment shall be administered by the County of Orange Social Services Agency, hereinafter referred to as “ADMINISTRATOR.”

WITNESSETH

WHEREAS, on October 1, 2020, COUNTY and CONTRACTOR entered into an Agreement for the provision of Refugee Social Services (RSS), for the term of October 1, 2020 through September 30, 2023;

WHEREAS, COUNTY ~~agrees~~desires to increase funding by an additional \$128,738 for services to clients referred to CONTRACTOR by COUNTY; and amend Subparagraph 20.1 of the Agreement, ~~and amend Subparagraph 11 of Exhibit A of the Agreement;~~

WHEREAS, COUNTY ~~agrees~~desires to amend the annual budget and contract maximum obligation in Paragraph 11, Subparagraph 12.1, and Subparagraph 13.1 of Exhibit A of the Agreement;

WHEREAS, CONTRACTOR agrees to continue to provide such services under the terms and conditions set forth in this Agreement; and

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

1. Subparagraph 20.1 of the Agreement is hereby amended to read as follows:

“20.1 Maximum Contractual Obligation

The maximum obligation of COUNTY under this Agreement shall not exceed the amount of \$1,478,738, or actual allowable costs, whichever is less. The estimated annual amount for each twelve (12) month period is as follows:

- 20.1.1 \$492,913 for October 1, 2020 through September 30, 2021;
- 20.1.2 \$535,825 for October 1, 2021 through September 30, 2022; and
- 20.1.3 \$450,000 for October 1, 2022 through September 30, 2023.”

2. The annual budget and contract maximum funding obligation ~~of in Subp~~ Paragraph 11 of Exhibit A of the Agreement is hereby amended to read as follows:

"11. BUDGET

The annual budget for services provided pursuant to Exhibit A of this Agreement is set forth as follows:

Budget for Period of October 1, 2020 to September 30, 2021

<u>RSS Services</u>	ANNUAL
Direct Service Costs <sup>(1)</sup>	<u>\$397,129</u>
Indirect Costs <sup>(2)</sup>	<u>\$95,784</u>
TOTAL ANNUAL MAXIMUM OBLIGATION:	<u>\$492,913</u>

Budget for Period of October 1, 2021 to September 30, 2022

<u>RSS Services</u>	ANNUAL
Direct Service Costs <sup>(1)</sup>	<u>\$426,513</u>
Indirect Costs <sup>(2)</sup>	<u>\$109,312</u>
TOTAL ANNUAL MAXIMUM OBLIGATION:	<u>\$535,825</u>

Budget for Period of October 1, 2022 to September 30, 2023

<u>RSS Services</u>	ANNUAL
Direct Service Costs <sup>(1)</sup>	<u>\$367,744</u>
Indirect Costs <sup>(2)</sup>	<u>\$82,256</u>
TOTAL ANNUAL MAXIMUM OBLIGATION:	<u>\$450,000</u>

TOTAL MAXIMUM OBLIGATION for the period of October 1, 2020 through September 30, 2023	<u>\$1,478,738</u>
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~~(1) Direct Service Costs are costs that are incurred and specifically allocable to the provision of services identified in this Agreement. Employee Benefits include contributions to 401k or retirement plans; health insurance; dental insurance; life insurance; long-term disability insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax, based on the currently prevailing rates; and expense for accrued vacation time payout, for a separated employee, limited to the actual vacation time accrued during the fiscal year in which the expense is claimed, minus the actual vacation time used by the employee during said fiscal year. The overall benefit rate shall not exceed the actual salary expense claimed.~~

~~(2) Indirect Costs are costs that are incurred for an organization's common objectives and that cannot be readily identified with a particular final cost objective."~~

3. Subparagraph 12.1 of Exhibit A of the Agreement is hereby amended to read as follows:

"12.1 CONTRACTOR shall provide the following described staff positions continuously throughout the term of the Agreement:

<b>Position</b>	<b>FTE <sup>(1)</sup></b>	<b>Maximum Hourly Rate <sup>(2)</sup></b>
Program Director I	0.60	\$35.00
Program Director II	0.60	\$31.25
Program Manager	0.40	\$21.00
Outreach and Educator	0.60	\$28.00
Case Manager and Driver	3.50	\$19.00
Intake Clerk	1.50	\$15.00
Executive Director	0.30	\$48.07
Bookkeeper	0.40	\$21.00

<sup>(1)</sup> For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) the position will be providing services under the terms of this Agreement. This percentage is based upon a 40-hour work week. For salaried employees, FTE is defined as the amount of time (stated as a percentage) the position will be paid for under the terms of this Agreement, regardless of the number of hours actually worked.

<sup>(2)</sup> Maximum hourly rate which will be permitted during the term of this Agreement; employees may be paid at less than maximum hourly rate.”

4. Subparagraph 13.1 of Exhibit A of the Agreement is hereby amended to read as follows:

“13.1 Program Director I / II

13.1.1 Duties

13.1.1.1 Oversee all segments of the RSS program.

13.1.1.2 Supervise Program Manager and provide necessary coverage in his/her absence.

13.1.1.2.1 Oversee and assist Program Manager with completion of all required reporting.

13.1.1.3 Attend all County meetings and trainings.

13.1.1.4 Validate monthly and annual statistical data and reports; complete RS-50 monthly and quarterly reports and deliver to ADMINISTRATOR.

13.1.1.5 Ensure RSS program is implemented according to this Agreement.

13.1.1.6 Oversee Quality Control Plan.

13.1.1.7 Complete internal evaluations to constantly enhance program deliverables.

13.1.1.8 Present EPW as required.

13.1.1.9 Report to Executive Director.

13.1.1.10 Collaborate with Executive Director to hire RSS staff.

13.1.1.11 Collaborate with other CBOs to strengthen and expand the RSS program.

13.1.2 Qualifications

13.1.2.1 A minimum of two (2) years of experience in a human services related field. Experience working with the refugee community is preferred.

13.1.2.2 Bachelor’s degree from an accredited college or university, preferably in a human services field. Two (2) years of course work in an accredited college or university plus two (2) years of

employment experience, preferably in a human services field, may substitute for the bachelor’s degree.

5. The parties agree that separate copies of this Amendment may be signed by each of the parties, and this Amendment will have the same force and effect as if the original had been signed by all parties.

6. All others terms and conditions of the Agreement shall remain the same and in full force and in effect.

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WHEREFORE, the parties hereto have executed this First Amendment to Agreement dated October 1, 2020 in the County of Orange, California.

By: \_\_\_\_\_  
NAHLA KAYALI  
EXECUTIVE DIRECTOR  
ACCESS CALIFORNIA SERVICES

By: \_\_\_\_\_  
CHAIRMAN  
OF THE BOARD OF SUPERVISORS  
COUNTY OF ORANGE, CALIFORNIA

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS AGREEMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535  
ATTEST:

\_\_\_\_\_  
ROBIN STIELER  
Clerk of the Board  
Orange County, California

APPROVED AS TO FORM  
COUNTY COUNSEL  
COUNTY OF ORANGE, CALIFORNIA

By: \_\_\_\_\_  
DEPUTY

Dated: \_\_\_\_\_