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

THIS SECOND AMENDMENT, entered into this 1<sup>st</sup> day of October, 2018, which date is particularized for reference purposes only, is to that certain AGREEMENT Number RCD0217 between the parties hereto, dated October 1, 2017, 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 August 22, 2017, COUNTY and CONTRACTOR entered into an Agreement for the provision of Refugee Social Services and Refugee Health Services, for the period of October 1, 2017 through September 30, 2020;

WHEREAS, on February 28, 2018, COUNTY and CONTRACTOR amended the Agreement to reduce the contract amount to reflect the termination of the Refugee Health Services component of the Agreement due to the transition of Refugee Health Assessment Program to a fee-for-service program, effective April 1, 2018;

WHEREAS, COUNTY now desires to amend the terms of the Agreement to reduce funding for Refugee Social Services provision due to the decrease in funding for services to clients referred to CONTRACTOR by COUNTY;

WHEREAS, COUNTY desires to amend the terms of the Agreement to reduce Scope of Work to correspond to the new proposed budget; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1 1. Subparagraph 19.1 of the Agreement is hereby amended to read as follows:

2 “19.1 Maximum Contractual Obligation

3 The maximum obligation of COUNTY under this Agreement shall not exceed the amount of  
 4 \$957,150: the amount of \$607,150 for October 1, 2017 through September 30, 2018; the amount  
 5 of \$175,000 for October 1, 2018 through September 30, 2019; and the amount of \$175,000 for  
 6 October 1, 2019 through September 30, 2020, or actual allowable costs, whichever is less. This  
 7 amount shall consist of \$850,000 for RSS as described in Exhibit A to this Agreement; and  
 8 \$107,150 for RHS.”

9 2. Paragraph 6 of Exhibit A of the Agreement is hereby amended to read as follows:

10 6. SERVICES TO BE PROVIDED

11 6.1 Employment Services

12 6.1.1 Pursuant to 45 CFR Part 400.147, priority for participation in services is  
 13 as follows: 1) refugees during their first year in the U.S., 2) refugees receiving cash assistance, 3)  
 14 unemployed refugees who are not receiving cash assistance, and 4) employed refugees who are  
 15 in need of services to retain employment or attain economic independence. Cash aided  
 16 CLIENTs are those CLIENTs in the Refugee Cash Assistance (RCA) Program. Those eligible  
 17 for RCA are needy refugees without eligible minor children, who are not otherwise eligible for  
 18 any other cash aid. CLIENTs may be eligible for 8 months of RCA. Mandatory Referrals must  
 19 participate in refugee specific employment services and are eligible to receive other social  
 20 services during the same 8-month period. These may include employability services, multi-  
 21 leveled English language instruction, transportation, citizenship and employment authorization  
 22 document assistance, translation/interpretation services, when necessary in connection with  
 23 employment or participation in an employability service, and other services. The following  
 24 description of Employment Services is applicable to RCA and the non-cash aided populations.

25 6.1.2 Intake and Assessment

26 CONTRACTOR shall:

27 6.1.2.1 Accept and provide Employment Services to all CLIENTs  
 28 referred by ADMINISTRATOR.

6.1.2.2 Serve non-cash aided CLIENTs referred from public and

1 private agencies, and self-referrals, if there are openings after all CLIENTs referred by  
2 ADMINISTRATOR have been served.

3 6.1.2.3 Verify eligibility of CLIENTs for services by viewing and  
4 photocopying, as appropriate, resident alien cards, U.S. Citizenship and Immigration Services I-  
5 94 forms, asylum approval letters, trafficking victim Federal certification letters, T(i) or T(ii)  
6 visas, drivers' licenses, and proof of residence in Orange County.

7 6.1.2.4 Provide registration verification, certification, and complete  
8 the necessary forms as required by ADMINISTRATOR.

9 6.1.2.5 Explain the Mandatory Work Registration and Sanctioning  
10 process to cash aided CLIENTs.

11 6.1.2.6 Administer an ADMINISTRATOR approved version of an  
12 English language assessment that tests for reading and writing skills, to determine the  
13 individual's Student Performance Level (SPL).

14 6.1.2.7 Ensure that a cash aided CLIENT with a SPL lower than  
15 four (4) is enrolled in VESL classes and also assigned to EPW and Job Counseling as described  
16 in Subparagraphs 6.1.3 and 6.1.4 below, in accordance with the FSSP. A CLIENT with a SPL of  
17 four (4) shall be referred, as determined appropriate by CONTRACTOR, to VESL or the full  
18 range of Employment Services as described in this Paragraph 6. A CLIENT with a SPL level of  
19 five (5) or higher shall be referred for the full range of Employment Services, excluding VESL.  
20 All CLIENTs with a SPL of five (5) or higher shall immediately start Job Search while attending  
21 EPW.

22 6.1.2.8 Assign a Case Manager to each CLIENT to assess his/her  
23 potential to obtain employment and develop a FSSP. To the degree possible, CONTRACTOR  
24 shall assign all members of a Family to one Case Manager.

25 6.1.2.9 Conduct an orientation of the program requirements for all  
26 CLIENTs in their native languages whenever possible and if not, in languages that CLIENTs  
27 understand, explaining public assistance (to cash aided CLIENTs), the established grievance  
28 procedures, the purpose of the refugee programs, the training and Employment Services  
available, and the employment focus and goal of these programs.

1                   6.1.2.10 Obtain information including, but not limited to, personal  
2 data, health status, work history, educational background, language proficiency, job skills,  
3 previous training received, length of time in the U.S., and barriers, if any, to training and  
4 employment.

5                   6.1.2.11 Provide an inclusive assessment of the Family to design a  
6 comprehensive service strategy that not only focuses on tangible barriers to employment but also  
7 incorporates other areas of potential need. This strategy will form the basis of the FSSP that  
8 addresses the Family's needs from the time of arrival until the attainment of economic  
9 independence. The FSSP should address the CLIENT's and/or Family's need for employment-  
10 related services as well as the need for other social services.

11                   6.1.2.12 Develop individual employability plans for each CLIENT  
12 and/or Family member.

13                   6.1.2.13 Enroll all eligible CLIENTs into Employment Services.

14                   6.1.2.14 Encourage non-cash aided CLIENTs to follow the same  
15 service flow, if possible. However, since non-cash aided CLIENTs participate voluntarily,  
16 CLIENTs may opt to attend EPW, instead of following the service flow, prior to Job Placement.

17                   6.1.2.15 Determine which of the services outlined in Paragraph 6 of  
18 this Exhibit A, or other available services the CLIENT/Family needs that support the FSSP, and  
19 include these services in the FSSP.

20                   6.1.2.16 Assess Employment Support Services needs such as, but  
21 not limited to, acculturation, household budgeting, housing, and nutritional concerns.

22                   6.1.3       EPW, Resources, and Transportation

23                   CONTRACTOR shall:

24                   6.1.3.1 Provide or refer CLIENTs to EPW, a minimum of once a  
25 week. Topics of workshops shall have prior approval by ADMINISTRATOR.

26                   6.1.3.2 Include or refer CLIENTs to additional workshop sessions  
27 to address certain employment related social adjustment topics such as different cultures in  
28 American society, cultural conflicts at the work place, housing, health care, legal services,  
vocational training, work safety, and employee's rights. To promote self-sufficiency,

1 CONTRACTOR shall utilize guest speakers during the workshops to present best practices and  
2 experiences in the employment services process. Guest speakers shall be from ECBOs and  
3 Community-Based Organizations (CBO), and former CLIENTs.

4 6.1.3.3 Establish access to resources for CLIENTs to practice skills  
5 learned in EPW. Resources shall include, but not be limited to, telephones, directories,  
6 newspapers, DVDs, videotapes, personal computers, recorders, and other tools to facilitate  
7 activities in practicing skills learned in EPW.

8 6.1.3.4 Provide transportation to interviews and job fairs,  
9 accompany CLIENTS to oversee completion of employment applications, and assist with  
10 translation during interviews as needed.

11 6.1.4 Job Counseling and Job Search Assistance

12 CONTRACTOR shall provide Job Counseling and Job Search  
13 Assistance concurrently to CLIENTs working Part-Time. CLIENTS receiving Job Counseling  
14 and Job Search Assistance may also be enrolled in vocational training.

15 CONTRACTOR shall:

16 6.1.4.1 Ensure CLIENTs employed less than thirty-two (32) hours  
17 per week are participating in additional Employment Services activities, in accordance with  
18 Subparagraphs 6.1 of this Exhibit A, provided that such services do not interfere with the  
19 CLIENT's job.

20 6.1.4.2 Maintain weekly contacts with CLIENTs in order to  
21 monitor Job Search efforts/outcomes.

22 6.1.4.3 Identify and address barriers to employment and monitor  
23 progress on a weekly basis.

24 6.1.4.4 Conduct weekly individualized support sessions to build  
25 CLIENT's confidence in applying and interviewing for jobs and discuss job search activities and  
26 experiences, to offer tips, and to provide new strategies for approaching potential employers.

27 6.1.4.5 Provide personalized Job Search Assistance and Job  
28 Retention Services with orientation and awareness of the local job market and direction in  
locating job opportunities.

1                   6.1.4.6     Provide Job Counseling to assist partially or temporarily  
2 employed CLIENTs to upgrade to full-time employment.

3                   6.1.4.7     Provide job leads to increase skills and/or earnings.

4                   6.1.4.8     Develop a Job Search Assistance plan that requires  
5 CLIENTs to file a minimum of five (5) job applications per week with potential employers, and  
6 conduct a minimum of one (1) contact with CONTRACTOR per week. CLIENTs enrolled in  
7 VESL are exempt from the requirement of filing a minimum of five (5) job applications per  
8 week until they begin their fifth (5th) month in the U.S. VESL CLIENTs can be provided job  
9 leads per Subparagraph 6.1.4.7 if their job and language skills meet the minimum requirements  
10 for the required job duties.

11                   6.1.5       Short-Term Skills Training (ST)

12                   CONTRACTOR shall:

13                   6.1.5.1     Evaluate and refer CLIENTs for ST offered by providers  
14 such as adult education centers, regional occupational programs, and community colleges.

15                   6.1.5.2     Monitor CLIENTs attendance in training programs not  
16 provided by CONTRACTOR, including obtaining attendance records; and identify and address  
17 barriers to program completion.

18                   6.1.5.3     Document attendance and ensure ST programs do not  
19 exceed four (4) months.

20                   6.1.6       Job Development and Placement

21                   CONTRACTOR shall:

22                   6.1.6.1     Provide CLIENTs with job leads and information regarding  
23 potential employers and prepare CLIENTs for job application completion and job interviews,  
24 including providing CLIENTs with clear expectations of potential job duties, and hours of  
25 employment to enhance successful job placement.

26                   6.1.6.2     Secure and/or provide any necessary transportation to  
27 potential employment sites and interviews, exploring employer-sponsored car pools, placing  
28 Family members in staggered shifts to alleviate transportation issues, and developing jobs  
accessible by public transportation.

1                   6.1.6.3     Serve as a liaison and support between CLIENTs and  
2 employers.

3                   6.1.7     Employment Support, Job Retention Services, and Other  
4 Employability Services

5                   CONTRACTOR shall provide the following Employment Support,  
6 Job Retention, and Other Employability Services, as needed, for a period up to 90 days:

7                   6.1.7.1     Individualized or group vocational counseling offered  
8 during regular business and non-business hours to meet the needs of employed CLIENTs and to  
9 assist them to retain employment, or to increase earning capacity by identifying opportunities for  
10 advancement, learning new skills, upgrading present skills, finding better paying jobs, replacing  
11 lost jobs, and helping Part-Time employed CLIENTs to secure full-time positions.

12                  6.1.7.2     Services that address issues and barriers to attaining self-  
13 sufficiency that may range from referral for resolution of behavioral health issues to facilitation  
14 of emergency services and access to available community resources.

15                  6.1.7.3     Ongoing support and translation services to CLIENT and  
16 employer to resolve problems that CLIENTs may face at the work place such as conflicts with  
17 co-workers of different ethnic groups and maximize the effectiveness of the placement and help  
18 to maintain a positive image within the local labor market.

19                  6.1.7.4     Follow-up by contacting with employed CLIENTs after the  
20 first week to determine their job satisfaction, to identify and help solve problems, and to  
21 generally provide further employment counseling.

22                  6.1.7.5     Follow-up by contacting the CLIENT/Family after  
23 placement to determine retention and assess the CLIENT's/Family's progress towards the goal of  
24 self-sufficiency within the following:

25                         6.1.7.5.1     Conduct a follow-up by contacting the  
26 CLIENT(s)/family thirty (30) days after placement to assess the individual's/family's progress  
27 toward the goal of self-sufficiency. Should a CLIENT loses his/her job, provide supportive  
28 counseling to prevent the CLIENT from experiencing a sense of failure and to encourage efforts  
to seek employment again.





1 offered during business hours of Monday through Friday, 8:00 a.m. to 5:00 p.m., with  
2 instructional offerings during non-business hours to meet the needs of the target population.

3 6.1.8.6 Provide or refer CLIENTs to different levels of VESL, as  
4 appropriate, to meet CLIENT's needs.

5 6.1.8.7 Integrate monthly workshops, preferably employment  
6 related, with VESL classes; workshops and materials must be pre-approved by  
7 ADMINISTRATOR.

8 6.1.8.8 Conduct post testing on all enrollees tested per  
9 Subparagraph 6.1.2.6 of this Exhibit A, to document individual progress as well as success of the  
10 instruction, and record test results in the CLIENT's file.

11 6.2 Outreach and Referral to Low Income Programs:

12 CLIENTs to be served shall be both cash aided and non-cash aided CLIENTs,  
13 who are not Employment Services participants.

14 6.2.1 Intake and Assessment

15 CONTRACTOR shall:

16 6.2.1.1 Accept all referrals from SSA, public and private agencies,  
17 and self-referrals for CLIENTs.

18 6.2.1.2 Accept cash aided and non-cash aided CLIENTs.

19 6.2.1.3 Solicit eligible CLIENTs on a voluntary basis.

20 6.2.1.4 Verify eligibility for services by viewing and  
21 photocopying, as appropriate, resident alien cards, U.S. Citizenship and Immigration Services' I-  
22 94 forms, asylum approval letters, trafficking victim Federal certification letters, T(i) or T(ii)  
23 visas, driver's licenses, and proof of residence in Orange County.

24 6.2.1.5 Provide registration verification, and complete the  
25 necessary forms as required by ADMINISTRATOR.

26 6.2.1.6 Assign a Case Manager to each CLIENT who shall act as  
27 an advisor to assess the CLIENT's/Family's needs, and who will inform them of community  
28 resources, make appropriate referrals, and follow-up.

6.2.1.7 Refer CLIENTs to Low Income Programs, as described in

1 Subparagraph 6.2.3.1 of this Exhibit A, and follow up to confirm outcome of referral. Make any  
2 additional referrals for services as needed.

3 6.2.1.8 Conduct an orientation on the purpose and goals of the RSS  
4 program as described in Subparagraph 2 of this Exhibit A, the available services as described in  
5 Paragraph 6 of this Exhibit A, and the Formal Grievance Process as described in Subparagraph  
6 9.7 of this Exhibit A for all CLIENTs in their native language whenever possible, and if not, in a  
7 language that the CLIENT understands.

8 6.2.1.9 Conduct a service needs assessment, documenting on a  
9 form approved by ADMINISTRATOR, at a minimum, the issues and barriers to attaining and  
10 maintaining stability, community integration and self-sufficiency, and the services required to  
11 address the CLIENT's/Family's needs which will improve the CLIENT's/Family's quality of  
12 life. For CLIENTs participating in Employment Services, this strategy shall be included as part  
13 of the FSSP.

14 6.2.2 Outreach

15 CONTRACTOR shall conduct on-going activities to identify and  
16 notify CLIENTs/Families of available services, service locations, and how to access the services  
17 provided under this Agreement.

18 6.2.3 Referral to Low Income Programs

19 CONTRACTOR shall:

20 6.2.3.1 Refer CLIENTs/Families for other appropriate services or  
21 community resources including, but not limited to, Head Start; Women, Infants, and Children's  
22 Services Program (WIC); Cal Fresh; Covered California; Medi-Cal; Low Income Home Energy  
23 Assistance Program (LIHEAP); the Utility Company's Reduced Rate Programs (RRP);  
24 consumer education programs; childcare services and payment programs; low income housing  
25 assistance and housing subsidy programs, including first time buyer programs; food assistance  
26 programs such as food banks, RAs, and ECBOs; and other local community agencies providing  
27 services, as appropriate, to remove barriers and/or improve the CLIENT's/Family's quality of  
28 life by increasing access to services.

6.2.3.2 Refer non-cash aided CLIENTs/Families to SSA, the Social  
(RCD0217B)

1 Security Administration, or other agencies providing financial assistance as appropriate.

2 6.2.3.3 Provide CLIENTs/Families with community resource  
3 materials.

4 6.2.3.4 Provide CLIENTs/Families assistance in enrolling in low  
5 income programs by making application forms available and assisting in completion of the  
6 forms.

7 6.2.3.5 Follow-up with CLIENTs/Families to ensure referrals to  
8 services outside CONTRACTOR's agency were successful.

9 6.3 Interpretation/Translation Services

10 CONTRACTOR shall:

11 6.3.1 Provide CLIENTs/Families interpretation/translation services to assist  
12 with enrollment in low-income programs, or make the appropriate referral.

13 6.3.2 Provide CLIENTs/Families legal or medical interpretation/translation  
14 services, or make the appropriate referral.

15 6.3.3 Follow-up with CLIENTs referred to services outside the  
16 CONTRACTOR's agency.

17 6.4 Older Refugees

18 6.4.1 Citizenship and Naturalization Services

19 Older Refugees, including Asylees, SIVs, and Cuban and Haitian Entrants, are  
20 eligible to receive or be referred to Citizenship and Naturalization Services. Older Refugees are  
21 defined as Refugees sixty (60) years of age and over. CONTRACTOR shall provide services in  
22 order to facilitate self-sufficiency:

23 6.4.2 Outreach, Education, and Translation

24 6.4.2.1 CONTRACTOR shall conduct outreach, and provide  
25 education to older refugees on available services and how to obtain these services.

26 6.4.2.2 CONTRACTOR shall provide translation and  
27 interpretation services to older refugees.

28 6.4.3 Linkages

6.4.3.1 CONTRACTOR will establish linkages with local Area

1 Agencies on Aging, to enhance awareness in order to make mainstream senior programs more  
2 linguistically and culturally appropriate to older refugees.

3 6.4.4 English Language Training (ELT)

4 6.4.4.1 CONTRACTOR shall provide or refer Older Refugees to  
5 ELT specifically designed for Older Refugees who are preparing for naturalization.

6 6.4.5 Citizenship Training

7 CONTRACTOR shall:

8 6.4.5.1 Provide or refer Older Refugees to citizenship classes with  
9 a curriculum consisting of integrated instruction in American history and civics. Lessons will  
10 include preparation for the U.S. Citizenship and Immigration Services interview.

11 6.4.5.2 Provide or refer training for Older Refugees with an  
12 understanding of their basic rights and responsibilities as U.S. citizens.

13 6.4.6 Naturalization Application Assistance

14 CONTRACTOR shall:

15 6.4.6.1 Provide or refer application assistance to facilitate Older  
16 Refugees in completing the application process, including appointments to take the written civics  
17 and history exams.

18 6.4.7 Transportation

19 CONTRACTOR shall:

20 6.4.7.1 Provide transportation to Older Refugees in need of  
21 transportation services to classes and citizenship naturalization services.

22 6.4.7.2 Maintain a log of the CLIENTs that receive this service.”

23 3. Paragraph 7 of Exhibit A of the Agreement is hereby amended to read as follows:

24 7. OTHER CONTRACTOR REQUIREMENTS

25 CONTRACTOR shall:

26 7.1 Follow ADMINISTRATOR's and California Department of Social Services'  
27 current procedures concerning any CLIENT's failure to participate or cooperate.

28 ADMINISTRATOR will forward such procedures to CONTRACTOR.

7.2 Utilize the Family Self-Sufficiency Plan (FSSP) to monitor the CLIENT's  
(RCD0217B)

1 progress through the RSS program and through other service providers. Monitoring includes,  
2 but is not limited to, Job Placement, employment retention, status of referrals to service  
3 providers and changes to an individual's personal data. This will also include completing all  
4 Mandatory Referral forms as well as coordinating with and providing information, as determined  
5 necessary by ADMINISTRATOR, to the referring agencies.

6 7.3 Document progress, attendance and participation hours in accordance with  
7 Subparagraph 8.4 of this Exhibit A.

8 7.4 Document failure by a cash aided CLIENT to participate/cooperate utilizing  
9 forms provided by ADMINISTRATOR.

10 7.5 Forward to ADMINISTRATOR appropriate documentation of noncompliance  
11 and nonparticipation regarding a CLIENT who is required to participate for a good cause  
12 determination, sanction implementation or conciliation plans.

13 7.6 Employ or subcontract with staff as described in Subparagraph 14.2.1 of this  
14 Exhibit A that speak the CLIENTs' native languages and are culturally responsive to the  
15 populations served.

16 7.7 Encourage all CLIENTs, who meet the qualifications, to apply for  
17 CONTRACTOR staff positions to assist in reaching the goal of self-sufficiency.

18 7.8 Participate in Fair Hearings as necessary. Fair Hearings is a process available to  
19 CLIENTs if they disagree with an action taken by COUNTY.

20 7.9 Ensure CLIENT's Personally Personal Identifiable Information (PII) is kept  
21 confidential and secure in accordance with the County of Orange Social Services Agency (SSA)  
22 Administrative Policies and Procedures Manual policies Number I6, Information Technology  
23 Security and Usage and Number I7, Loss of Personally Identifiable Information, incorporated  
24 herein by reference as Attachments 1 and 2 respectively. CONTRACTOR acknowledges receipt  
25 of a copy of said policies.

26 7.10 CONTRACTOR shall comply with confidentiality requirements as stated in  
27 Paragraph 30 of this Agreement when accessing COUNTY Data System. Further,  
28 CONTRACTOR shall provide training to staff that uses COUNTY Data System related to the  
sensitivity of Participant personal information.

1 4. Subparagraph 8.1 of Exhibit A of the Agreement is hereby amended to read as follows:

2 8.1 Reports

3 8.1.1 CONTRACTOR shall be responsible for submission of various reports,  
4 including but not limited to, financial reports, monthly progress reports, and a year-end final  
5 report. The year-end report will summarize the results of efforts made to achieve performance  
6 objectives, outcome measures and will reflect successes and barriers experienced in the provision  
7 of services.

8 8.1.2 CONTRACTOR shall:

9 8.1.2.1 Complete reports as required by ADMINISTRATOR,  
10 including Quarterly Performance, Quarterly Progress, and Semi-Annual Progress reports.

11 8.1.2.2 Comply with data gathering methodology as prescribed by  
12 ADMINISTRATOR.

13 8.1.2.3 Maintain and submit Employment Services and  
14 demographic statistics on CLIENTs served and services provided as required by  
15 ADMINISTRATOR

16 8.1.2.4 Maintain records, collect data, and provide reports as  
17 required by ADMINISTRATOR in order to track progress, and monitor outcome objectives  
18 identified in Subparagraph 5 of this Exhibit A. Data elements shall include, but are not limited  
19 to, the following:

20 8.1.2.5 Number of CLIENTs and breakdown of number of  
21 CLIENTs by age group, type of service and time elapsed from date of entry in the U.S.;

22 8.1.2.6 Number of unduplicated CLIENTs placed into  
23 Employment Services as described in Subparagraph 6.1;

24 8.1.2.7 Number of unduplicated CLIENTs placed into Support  
25 Services as described in Subparagraph 6.1.7;

26 8.1.2.8 Number of unduplicated CLIENTs placed into Citizenship  
27 and Naturalization Services as described in Subparagraph 6.4.1;

28 8.1.2.9 Percentage of unduplicated CLIENTs placed in either full  
or Part-Time employment;

1 8.1.2.10 Percentage of Job Placement with an average starting wage  
2 of at least eighteen percent (18%) above the prevailing California minimum wage;

3 8.1.2.11 Percentage of CLIENTs who retain employment for at least  
4 ninety (90) days;

5 8.1.2.12 Referrals made and referral outcomes: including subsidized  
6 child care and other supportive services;

7 8.1.2.13 Length of time placed in Employment Services;

8 8.1.2.14 Pay rate and length of time of employment retention;

9 8.1.2.15 Statistics regarding characteristics of identified segments of  
10 the refugee population;

11 8.1.2.16 Summary of complaints received;

12 8.1.2.17 Program Narrative: Will include activities undertaken to  
13 accomplish the annual outcome goals, as well as interim goals achieved within the reporting  
14 period, including new program initiative undertaken, plans developed and/or implemented for  
15 program improvement and service enhancement;

16 8.1.2.18 Outcomes of supervisory case reviews; and

17 8.1.2.19 Training activities and attendees.

18 5. Paragraph 13 of Exhibit A of the Agreement is hereby amended to read as follows:

19 13. BUDGET

20 The budget for services provided pursuant to Exhibit A of this Agreement shall  
21 span thirty-six (36) months and is set forth as follows:

22 Budget for Period of October 1, 2017 through September 30, 2018:

23 SALARIES AND EMPLOYEE BENEFITS

24 Direct Service Positions <sup>(3)</sup>

25 Subtotal Direct Service Positions 366,402

26 Benefits <sup>(1)</sup> 58,624

27 Subtotal Direct Service Positions and Benefits \$425,026

28 Administrative Positions <sup>(2)</sup>



1	Subtotal Administrative Salaries	13,906
2	Benefits <sup>(1)</sup>	2,225
3	Subtotal Administrative Salaries and Benefits	<u>\$16,131</u>
4	TOTAL SALARIES & EMPLOYEE BENEFITS	\$441,157
5	<u>Services and Supplies</u>	
6	Services	\$3,000
7	Supplies	<u>\$6,533</u>
8	TOTAL SERVICES and SUPPLIES	\$9,533
9	<u>Operating Expenses</u>	
10	Operating Expenses	<u>\$49,310</u>
11	TOTAL SERVICES AND SUPPLIES AND OPERATING EXPENSES	\$58,843
12	TOTAL ALLOWABLE COSTS October 1, 2017 through September 30, 2018	\$500,000
13	<u>Budget for Period of October 1, 2018 through September 30, 2019:</u>	
14	<u>SALARIES AND EMPLOYEE BENEFITS</u>	
15	<u>Direct Service Positions</u> <sup>(3)</sup>	
16	Subtotal Direct Service Positions	140,421
17	Benefits <sup>(1)</sup>	<u>0</u>
18	Subtotal Direct Service Positions and Benefits	\$140,421
19	<u>Administrative Positions</u> <sup>(2)</sup>	
20	Subtotal Administrative Salaries	18,541
21	Benefits <sup>(1)</sup>	0
22	Subtotal Administrative Salaries and Benefits	<u>\$18,541</u>
23	TOTAL SALARIES & EMPLOYEE BENEFITS	\$158,962
24	<u>Services and Supplies</u>	
25	Services	\$1,200
26	Supplies	<u>\$0</u>
27	TOTAL SERVICES and SUPPLIES	\$1,200
28	<u>Operating Expenses</u>	

1	Operating Expenses	<u>\$14,838</u>
2	TOTAL SERVICES AND SUPPLIES AND OPERATING EXPENSES	\$16,038
3	TOTAL ALLOWABLE COSTS October 1, 2018 through September 30, 2019	\$175,000
4	<u>Budget for Period of October 1, 2019 through September 30, 2020:</u>	
5	<u>SALARIES AND EMPLOYEE BENEFITS</u>	
6	<u>Direct Service Positions</u> <sup>(3)</sup>	
7	Subtotal Direct Service Positions	140,421
8	Benefits <sup>(1)</sup>	<u>0</u>
9	Subtotal Direct Service Positions and Benefits	\$140,421
10	<u>Administrative Positions</u> <sup>(2)</sup>	
11	Subtotal Administrative Salaries	18,541
12	Benefits <sup>(1)</sup>	0
13	Subtotal Administrative Salaries and Benefits	<u>\$18,541</u>
14	TOTAL SALARIES & EMPLOYEE BENEFITS	\$158,962
15	<u>Services and Supplies</u>	
16	Services	\$1,200
17	Supplies	<u>\$0</u>
18	TOTAL SERVICES and SUPPLIES	\$1,200
19	Operating Expenses	<u>\$14,838</u>
20	TOTAL SERVICES AND SUPPLIES AND OPERATING EXPENSES	\$16,038
21	TOTAL ALLOWABLE COSTS October 1, 2019 through September 30, 2020	\$175,000
22		
23	TOTAL MAXIMUM OBLIGATION for the period of October 1, 2017 through	
24	September 30, 2020	\$850,000

(1) Employee Benefits include health, dental, life and disability insurance. Also included are payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Worker's Compensation Tax, based on the currently prevailing rates, not to exceed sixteen percent (16%) of actual allowable costs of direct service salaries and sixteen percent (16%) of actual allowable costs of administrative salaries.

(2) Administrative positions are defined as all other classifications either higher than first line supervisors or positions not providing services to CLIENTs. Administrative positions higher than first line supervisors must be specified as either salaried or hourly positions.

1 (3) Direct Service positions are defined as those staff that provides face to face contact with  
2 clients. First line supervisors can be included as direct service staff. All direct staff  
3 positions are to be compensated hourly.

4 13.1 Administrative costs are defined as those costs not solely related to  
5 direct services to CLIENTs, supervision and program costs (e.g., executive director oversight,  
6 technology services, accounting, payroll, etc.) shall be held to no more than fifteen (15%)  
7 percent of total gross program costs.

8 13.2 CONTRACTOR and ADMINISTRATOR may agree, subject to  
9 advance written notice, to add, delete or modify line items without changing COUNTY's  
10 maximum obligation as stated in Subparagraph 19.1 of this Agreement or reducing the level of  
11 service to be provided by CONTRACTOR. Further, in accordance with Subparagraph 42 of this  
12 Agreement, in the event ADMINISTRATOR reduces the maximum obligation as stated in  
13 Subparagraph 19.1, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to  
14 proportionately reduce the service goals as set forth in this Exhibit.

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

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WHEREFORE, the parties hereto have executed this Second Amendment to Agreement dated October 1, 2017, 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: 8/24/2018

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

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD  
ATTEST:

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

APPROVED AS TO FORM  
COUNTY COUNSEL  
COUNTY OF ORANGE, CALIFORNIA

By:   
DEPUTY

Dated: 08/23/18