

## 1 SECOND AMENDMENT TO AGREEMENT

2 BETWEEN

3 COUNTY OF ORANGE

4 AND

5 ACCESS CALIFORNIA SERVICES

6 FOR THE PROVISION OF REFUGEE SOCIAL SERVICES

7  
8 THIS SECOND AMENDMENT, entered into this 1<sup>st</sup> day of October, 2018, which date is  
9 particularized for reference purposes only, is to that certain AGREEMENT Number RCD0217  
10 between the parties hereto, dated October 1, 2017, hereinafter referred to as the "Agreement" and  
11 is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and  
12 Access California Services, a California non-profit corporation, hereinafter referred to as  
13 "CONTRACTOR." This Amendment shall be administered by the County of Orange Social  
14 Services Agency, hereinafter referred to as "ADMINISTRATOR."

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16 WITNESSETH:

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18 WHEREAS, on August 22, 2017, COUNTY and CONTRACTOR entered into an  
19 Agreement for the provision of Refugee Social Services and Refugee Health Services, for the  
20 period of October 1, 2017 through September 30, 2020;

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

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

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

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

3           NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:  
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1. Subparagraph 19.1 of the Agreement is hereby amended to read as follows:

“19.1 Maximum Contractual Obligation

The maximum obligation of COUNTY under this Agreement shall not exceed the amount of ~~\$1,607,150~~\$957,150; the amount of \$607,150 for October 1, 2017 through September 30, 2018; the amount of ~~\$500,000~~\$175,000 for October 1, 2018 through September 30, 2019; and the amount of ~~\$500,000~~\$175,000 for October 1, 2019 through September 30, 2020, or actual allowable costs, whichever is less. This amount shall consist of ~~\$1,500,000~~\$850,000 for RSS as described in Exhibit A to this Agreement; and \$107,150 for RHS.”

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

6. SERVICES TO BE PROVIDED

6.1 Employment Services

6.1.1 ~~CLIENTs to be served will be non-cash and cash aided CLIENTs who have been in the U.S. for sixty (60) months or less.~~ Pursuant to 45 CFR Part 400.147, priority for participation in services is as follows: 1) refugees during their first year in the U.S., 2) refugees receiving cash assistance, 3) unemployed refugees who are not receiving cash assistance, and 4) employed refugees who are in need of services to retain employment or attain economic independence. Cash aided CLIENTs are those CLIENTs in the Refugee Cash Assistance (RCA) Program. Those eligible for RCA are needy refugees without eligible minor children, who are not otherwise eligible for any other cash aid. CLIENTs may be eligible for 8 months of RCA. Mandatory Referrals must participate in refugee specific employment services and are eligible to receive other social services during the same 8-month period. These may include employability services, multi-leveled English language instruction, transportation, citizenship and employment authorization document assistance, translation/interpretation services, when necessary in connection with employment or participation in an employability service, and other services. The following description of Employment Services is applicable to RCA and the non-cash aided populations.

6.1.2 Intake and Assessment

CONTRACTOR shall:

6.1.2.1 Accept and provide Employment Services to all CLIENTs

referred by ADMINISTRATOR.

6.1.2.2 Serve non-cash aided CLIENTs referred from public and private agencies, and self-referrals, if there are openings after all CLIENTs referred by ADMINISTRATOR have been served.

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

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

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

6.1.2.6 Administer an ADMINISTRATOR approved version of ~~the Basic English Skills Test (BEST)~~, an English language assessment that tests for reading and writing skills, to determine the individual's Student Performance Level (SPL).

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

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

6.1.2.9 Conduct an orientation of the program requirements for all CLIENTs in their native languages whenever possible and if not, in languages that CLIENTs understand, explaining public assistance (to cash aided CLIENTs), the established grievance

procedures, the purpose of the refugee programs, the training and Employment Services available, and the employment focus and goal of these programs.

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

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

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

6.1.2.13 Enroll all eligible CLIENTs into Employment Services.

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

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

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

### 6.1.3 EPW, Resources, and Transportation

CONTRACTOR shall:

6.1.3.1 Provide or refer ~~multi-leveled~~ CLIENTs to EPW, a minimum of once a week ~~for CLIENTs~~. Topics of workshops shall have prior approval by ADMINISTRATOR.

6.1.3.2 Include or refer CLIENTs to additional workshop sessions

1 to address certain employment related social adjustment topics such as different cultures in  
2 American society, cultural conflicts at the work place, housing, health care, legal services,  
3 vocational training, work safety, and employee's rights. To promote self-sufficiency,  
4 CONTRACTOR shall utilize guest speakers during the workshops to present best practices and  
5 experiences in the employment services process. Guest speakers shall be from ECBOs and  
6 Community-Based Organizations (CBO), and former CLIENTs.

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

11 6.1.3.4 Provide transportation to interviews and job fairs,  
12 accompany CLIENTS to oversee completion of employment applications, and assist with  
13 translation during interviews as needed

14 6.1.4 Job Counseling and Job Search Assistance

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

18 CONTRACTOR shall:

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

23 6.1.4.2 Maintain weekly contacts with CLIENTs in order to  
24 monitor Job Search efforts/outcomes.

25 6.1.4.3 Identify and address barriers to employment and monitor  
26 progress on a weekly basis.

27 6.1.4.4 Conduct weekly individualized support sessions to build  
28 CLIENT's confidence in applying and interviewing for jobs and discuss job search activities and  
experiences, to offer tips, and to provide new strategies for approaching potential employers.

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

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

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

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

#### 6.1.5 Short-Term Skills Training (ST)

CONTRACTOR shall:

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

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

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

#### 6.1.6 Job Development and Placement

CONTRACTOR shall:

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

~~6.1.6.2 Provide individualized services to CLIENTs at the~~

~~Resource Center as described in Subparagraph 7.2 of this Exhibit A.~~

~~6.1.6.3~~ 6.1.6.2 Secure and/or provide any necessary transportation to potential employment sites and interviews, exploring employer-sponsored car pools, placing Family members in staggered shifts to alleviate transportation issues, and developing jobs accessible by public transportation.

6.1.6.4 Serve as a liaison and support between CLIENTs and employers.

~~6.1.6.5 Monitor CLIENTs during probationary period of employment, assess compatibility with employer, and problem solve as needed.~~

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

CONTRACTOR shall provide the following Employment Support, Job Retention, and Other Employability Services, as needed, for a period up to 90 days ~~for a period of up to twelve (12) months from employment date or until the termination of CONTRACTOR's agreement with ADMINISTRATOR, whichever occurs first:~~

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

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

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

6.1.7.4 Follow-up by contacting with employed CLIENTs after the first week to determine their job satisfaction, to identify and help solve problems, and to



generally provide further employment counseling.

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

6.1.7.5.1 Conduct a follow-up by contacting the CLIENT(s)/family thirty (30) ~~and sixty (60) calendar~~ days after placement to assess the individual's/family's progress toward the goal of self-sufficiency. Should a CLIENT loses his/her job, provide supportive counseling to prevent the CLIENT from experiencing a sense of failure and to encourage efforts to seek employment again.

6.1.7.5.2 Contact the employers and/or CLIENT(s)/family ninety (90) calendar days after placement to determine retention and assess the individual's/family's progress toward the goal of self-sufficiency.

6.1.7.5.3 After six months (180 days) of employment, the Employment Counselor will contact employers as well as the employee to ensure the CLIENT(s) is making satisfactory progress in the job. The Employment Counselor will then complete and close the CLIENT's file, the placement will have been successful and report to SSA.

6.1.7.6 Retain an active CLIENT file for a period of twelve (12) months from employment or until the termination of this Agreement, whichever occurs first.

6.1.7.7 Refer CLIENTs for English Language Training (ELT) and/or Skills Training classes conducted by local educational providers or CONTRACTOR(s) to promote continued education, and to assist the CLIENT in learning new skills or enhance present job skills to increase earnings potential.

6.1.8 Vocational English as a Second Language Services (VESL)

CONTRACTOR shall:

6.1.8.1 Enroll CLIENTs in VESL for a maximum of three (3) months.

6.1.8.2 Document attendance in accordance with Subparagraph 8.4 of this Exhibit A.

6.1.8.3 Provide or refer CLIENTs to ADMINISTRATOR approved classroom training of the English language as it relates to finding, obtaining, and maintaining employment. CLIENTs may be temporarily excused from classes for job interviews when and if appropriate job openings are identified.

6.1.8.4 Provide or refer CLIENTs to ADMINISTRATOR approved classroom training that utilizes ~~Utilize~~ a curriculum that is ELT correlated with emphasis on job-related terminology.

6.1.8.5 Provide or refer CLIENTs to ADMINISTRATOR approved instruction for a minimum of fifteen (15) hours per week. Class instruction will be offered during business hours of Monday through Friday, 8:00 a.m. to 5:00 p.m., with instructional offerings during non-business hours to meet the needs of the target population.

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

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

~~6.1.8.8 Work with school districts and community colleges to secure in-kind contributions of classroom space and/or teachers. If community colleges and school district teachers contribute to less than fifteen (15) hours of instruction per week, CONTRACTOR will mobilize community and CONTRACTOR staff supports to supplement the teachers during the uncovered hours.~~

~~6.1.8.9~~ 6.1.8.8 Conduct post testing on all enrollees tested per Subparagraph 6.1.2.6 of this Exhibit A, to document individual progress as well as success of the instruction, and record test results in the CLIENT's file

## 6.2 Outreach and Referral to Low Income Programs:

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

### 6.2.1 Intake and Assessment

CONTRACTOR shall:

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

6.2.1.2 Accept cash aided and non-cash aided CLIENTs.

6.2.1.3 Solicit eligible CLIENTs on a voluntary basis.

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

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

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

6.2.1.7 Refer CLIENTs to Low Income Programs, as described in Subparagraph 6.2.3.1 of this Exhibit A, and follow up to confirm outcome of referral. Make any additional referrals for services as needed.

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

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

## 6.2.2 Outreach

CONTRACTOR shall conduct on-going activities to identify and

1 notify CLIENTs/Families of available services, service locations, and how to access the services  
2 provided under this Agreement.

3 6.2.3 Referral to Low Income Programs

4 CONTRACTOR shall:

5 6.2.3.1 Refer CLIENTs/Families for other appropriate services or  
6 community resources including, but not limited to, Head Start; Women, Infants, and Children's  
7 Services Program (WIC); Cal Fresh; Covered California; Medi-Cal; Low Income Home Energy  
8 Assistance Program (LIHEAP); the Utility Company's Reduced Rate Programs (RRP);  
9 consumer education programs; childcare services and payment programs; low income housing  
10 assistance and housing subsidy programs, including first time buyer programs; food assistance  
11 programs such as food banks, RAs, and ECBOs; and other local community agencies providing  
12 services, as appropriate, to remove barriers and/or improve the CLIENT's/Family's quality of  
13 life by increasing access to services.

14 6.2.3.2 Refer non-cash aided CLIENTs/Families to SSA, the Social  
15 Security Administration, or other agencies providing financial assistance as appropriate.

16 6.2.3.3 Provide CLIENTs/Families with community resource  
17 materials.

18 6.2.3.4 Provide CLIENTs/Families assistance in enrolling in low  
19 income programs by making application forms available and assisting in completion of the  
20 forms.

21 6.2.3.5 Follow-up with CLIENTs/Families to ensure referrals to  
22 services outside CONTRACTOR's agency were successful.

23 6.3 Interpretation/Translation Services

24 CONTRACTOR shall:

25 6.3.1 Provide CLIENTs/Families interpretation/translation services to assist  
26 with enrollment in low-income programs, or make the appropriate referral.

27 6.3.2 Provide CLIENTs/Families legal or medical interpretation/translation  
28 services, or make the appropriate referral.

6.3.3 Follow-up with CLIENTs referred to services outside the

CONTRACTOR's agency

~~6.4~~ Mentoring Services

~~CLIENTs and their families are eligible to receive Mentoring Services if they are eligible to receive RSS pursuant to this Agreement and if they have been residing in the U.S. for less than one year.~~

~~CONTRACTOR shall:~~

~~6.4.1 Develop a plan that addresses the CLIENT's/Family's concerns; the need for acculturation and specialized needs; and the need for other social services, such as, but not limited to, Medi-Cal and Cal Fresh. For CLIENTs participating in Employment Services, this strategy should be included as part of the FSSP.~~

~~6.4.2 Refer CLIENT's/Families as needed to RAs, ECBOs, other service agencies, or other COUNTY contracted service providers, as appropriate, to assist CLIENT's/Families to address barriers including, but not limited to, personal health, Family conflict, housing, and transportation issues.~~

~~6.5~~ 6.4 Older Refugees

~~6.5.1~~ 6.4.1 Citizenship and Naturalization Services

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

~~6.5.2~~ 6.4.2 Outreach, Education, and Translation

~~6.5.2.1~~ 6.4.2.1 CONTRACTOR shall conduct outreach, and provide education to older refugees on available services and how to obtain these services

~~6.5.2.2~~ 6.4.2.2 CONTRACTOR shall provide translation and interpretation services to older refugees.

~~6.5.3~~ 6.4.3 Linkages

~~6.5.3.1~~ 6.4.3.1 CONTRACTOR will establish linkages with local Area Agencies on Aging, to enhance awareness in order to make mainstream senior programs more linguistically and culturally appropriate to older refugees.

~~6.5.4~~6.4.4 English Language Training (ELT)

~~6.5.4.1~~6.4.4.1 CONTRACTOR shall provide or refer Older Refugees to ELT specifically designed for Older Refugees who are preparing for naturalization.

~~6.5.5~~6.4.5 Citizenship Training

CONTRACTOR shall:

~~6.5.5.1~~6.4.5.1 Provide or refer Older Refugees to citizenship classes with a curriculum consisting of integrated instruction in American history and civics. Lessons will include preparation for the U.S. Citizenship and Immigration Services interview.

~~6.5.5.2~~6.4.5.2 Provide or refer training for Older Refugees with an understanding of their basic rights and responsibilities as U.S. citizens.

~~6.5.6~~6.4.6 Naturalization Application Assistance

CONTRACTOR shall:

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

~~6.5.7~~6.4.7 Transportation

CONTRACTOR shall:

~~6.5.7.1~~6.4.7.1 Provide transportation to Older Refugees in need of transportation services to classes and citizenship naturalization services.

~~6.5.7.2~~6.4.7.2 Maintain a log of the CLIENTs that receive this service.”

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

7. OTHER CONTRACTOR REQUIREMENTS

CONTRACTOR shall:

7.1 Follow ADMINISTRATOR's and California Department of Social Services' current procedures concerning any CLIENT's failure to participate or cooperate. ADMINISTRATOR will forward such procedures to CONTRACTOR.

7.2 ~~Offer an onsite Resource Center that includes, but shall not be limited to, the following:~~

~~7.2.1 Computer labs;~~

~~7.2.2 Audio/visual training equipment;~~

~~7.2.3 Resume preparation assistance;~~

~~7.2.4 Job Search;~~

~~7.2.5 Internet access;~~

~~7.2.6 Phone banks;~~

~~7.2.7 Resource directories;~~

~~7.2.8 Local Newspapers; and~~

~~7.2.9 Fully staffed during normal business hours, and additional hours as needed.~~

7.23 Utilize the Family Self-Sufficiency Plan (FSSP) to monitor the CLIENT's progress through the RSS program and through other service providers. Monitoring includes, but is not limited to, Job Placement, employment retention, status of referrals to service providers and changes to an individual's personal data. This will also include completing all Mandatory Referral forms as well as coordinating with and providing information, as determined necessary by ADMINISTRATOR, to the referring agencies.

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

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

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

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

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

7.89 Participate in Fair Hearings as necessary. Fair Hearings is a process available to (RCD0217B)

CLIENTs if they disagree with an action taken by COUNTY.

7.10~~9~~ Ensure CLIENT's Personally Personal Identifiable Information (PII) is kept confidential and secure in accordance with the County of Orange Social Services Agency (SSA) Administrative Policies and Procedures Manual policies Number I6, Information Technology Security and Usage and Number I7, Loss of Personally Identifiable Information, incorporated herein by reference as Attachments 1 and 2 respectively. CONTRACTOR acknowledges receipt of a copy of said policies.

7.10~~4~~ CONTRACTOR shall comply with confidentiality requirements as stated in Paragraph 30 of this Agreement when accessing COUNTY Data System. Further, CONTRACTOR shall provide training to staff that uses COUNTY Data System related to the sensitivity of Participant personal information.

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

#### 8.1 Reports

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

#### 8.1.2 CONTRACTOR shall:

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

8.1.2.2 Comply with data gathering methodology as prescribed by ADMINISTRATOR.

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

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



to, the following:

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

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

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

~~8.1.2.8 Number of unduplicated CLIENTs placed into Mentoring Services as described in Subparagraph 6.4;~~

8.1.2.~~8~~<sup>9</sup> Number of unduplicated CLIENTs placed into Citizenship and Naturalization Services as described in Subparagraph ~~6.5.1~~<sup>6.4.1</sup>;

8.1.2.~~9~~<sup>10</sup> Percentage of unduplicated CLIENTs placed in either full or Part-Time employment;

8.1.2.~~11~~<sup>10</sup> Percentage of Job Placement with an average starting wage of at least eighteen percent (18%) above the prevailing California minimum wage;

8.1.2.~~12~~<sup>11</sup> Percentage of CLIENTs who retain employment for at least ninety (90) days;

8.1.2.~~13~~<sup>12</sup> Referrals made and referral outcomes: including subsidized child care and other supportive services;

8.1.2.~~14~~<sup>13</sup> Length of time placed in Employment Services;

8.1.2.~~15~~<sup>14</sup> Pay rate and length of time of employment retention;

8.1.2.~~16~~<sup>15</sup> Statistics regarding characteristics of identified segments of the refugee population;

8.1.2.~~17~~<sup>16</sup> Summary of complaints received;

8.1.2.~~18~~<sup>17</sup> Program Narrative: Will include activities undertaken to accomplish the annual outcome goals, as well as interim goals achieved within the reporting period, including new program initiative undertaken, plans developed and/or implemented for program improvement and service enhancement;

8.1.2.~~19~~<sup>18</sup> Outcomes of supervisory case reviews; and

8.1.2. ~~1920~~ Training activities and attendees.

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

13. BUDGET

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

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

SALARIES AND EMPLOYEE BENEFITS

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

Subtotal Direct Service Positions	366,402
Benefits <sup>(1)</sup>	<u>58,624</u>
Subtotal Direct Service Positions and Benefits	\$425,026

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

Subtotal Administrative Salaries	13,906
Benefits <sup>(1)</sup>	2,225
Subtotal Administrative Salaries and Benefits	<u>\$16,131</u>

TOTAL SALARIES & EMPLOYEE BENEFITS	\$441,157
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Services and Supplies

Services	\$3,000
Supplies	<u>\$6,533</u>
TOTAL SERVICES and SUPPLIES	\$9,533

Operating Expenses

Operating Expenses	<u>\$49,310</u>
TOTAL SERVICES AND SUPPLIES AND OPERATING EXPENSES	\$58,843

TOTAL ALLOWABLE COSTS October 1, 2017 through September 30, 2018	\$500,000
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Budget for Period of October 1, 2018 through September 30, 2019:

SALARIES AND EMPLOYEE BENEFITS

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

1	Subtotal Direct Service Positions	<del>366,402</del> 140,421
2	Benefits <sup>(1)</sup>	<del>58,624</del> 0
3	Subtotal Direct Service Positions and Benefits	\$ <del>140,421</del> 1425,026
4	<u>Administrative Positions<sup>(2)</sup></u>	
5	Subtotal Administrative Salaries	<del>13,906</del> 18,541
6	Benefits <sup>(1)</sup>	<del>2,225</del> 0
7	Subtotal Administrative Salaries and Benefits	<del>\$16,131</del> \$18,541
8	TOTAL SALARIES & EMPLOYEE BENEFITS	\$ <del>441,157</del> 158,962
9	<u>Services and Supplies</u>	
10	Services	\$ <del>3,000</del> 1,200
11	Supplies	<del>\$6,533</del> 0
12	TOTAL SERVICES and SUPPLIES	\$ <del>9,533</del> 1,200
13	<u>Operating Expenses</u>	
14	Operating Expenses	\$ <del>49,310</del> 14,838
15	TOTAL SERVICES AND SUPPLIES AND OPERATING EXPENSES	\$ <del>16,038</del> 58,843
16	TOTAL ALLOWABLE COSTS October 1, 2018 through September 30,	\$ <del>500,000</del> 175,000
17	2019	

Budget for Period of October 1, 2019 through September 30, 2020:

19	<u>SALARIES AND EMPLOYEE BENEFITS</u>	
20	<u>Direct Service Positions <sup>(3)</sup></u>	
21	Subtotal Direct Service Positions	<del>366,402</del> 140,421
22	Benefits <sup>(1)</sup>	<del>58,624</del> 0
23	Subtotal Direct Service Positions and Benefits	\$ <del>425,026</del> 140,421
24	<u>Administrative Positions<sup>(2)</sup></u>	
25	Subtotal Administrative Salaries	<del>13,906</del> 18,541
26	Benefits <sup>(1)</sup>	<del>02,225</del>
27	Subtotal Administrative Salaries and Benefits	<del>\$16,131</del> 18,541
28	TOTAL SALARIES & EMPLOYEE BENEFITS	\$ <del>441,157</del> 158,962

Services and Supplies

Services	<del>\$3,000</del> <u>1,200</u>
Supplies	<del>\$6,533</del> <u>30</u>
TOTAL SERVICES and SUPPLIES	<del>\$9,533</del> <u>1,200</u>
Operating Expenses	<del>\$49,310</del> <u>14,838</u>
TOTAL SERVICES AND SUPPLIES AND OPERATING EXPENSES	<del>\$16,038</del> <u>58,843</u>
TOTAL ALLOWABLE COSTS October 1, 2019 through September 30, 2020	<del>\$500,000</del> <u>175,000</u>

TOTAL MAXIMUM OBLIGATION for the period of October 1, 2017 through September 30, 2020 ~~\$1,500,000~~ \$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.
- (3) Direct Service positions are defined as those staff that provides face to face contact with clients. First line supervisors can be included as direct service staff. All direct staff positions are to be compensated hourly.

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

13.2 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written notice, to add, delete or modify line items without changing COUNTY's maximum obligation as stated in Subparagraph [Error! Reference source not found.19.1](#) of this Agreement or reducing the level of service to be provided by CONTRACTOR. Further, in accordance with Subparagraph [Error! Reference source not found.42](#) of this Agreement, in the event ADMINISTRATOR reduces the maximum obligation as stated in Subparagraph [Error! Reference source not found.19.1](#), CONTRACTOR and ADMINISTRATOR may mutually

1 agree in writing to proportionately reduce the service goals as set forth in this Exhibit.

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

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2           WHEREFORE, the parties hereto have executed this Second Amendment to Agreement  
3   dated October 1, 2017, in the County of Orange, California.

4  
5   By: \_\_\_\_\_

6           NAHLA KAYALI  
7           EXECUTIVE DIRECTOR  
8           ACCESS CALIFORNIA SERVICES

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

          CHAIRMAN  
          OF THE BOARD OF SUPERVISORS  
          COUNTY OF ORANGE, CALIFORNIA

9   Dated: \_\_\_\_\_

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

10  
11   SIGNED AND CERTIFIED THAT A COPY OF  
12   THIS DOCUMENT HAS BEEN DELIVERED TO  
13   THE CHAIRMAN OF THE BOARD  
14   ATTEST:

15   \_\_\_\_\_  
16   ROBIN STIELER  
17   Clerk of the Board  
18   Orange County, California

19   APPROVED AS TO FORM  
20   COUNTY COUNSEL  
21   COUNTY OF ORANGE, CALIFORNIA

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

DEPUTY

22  
23   Dated: \_\_\_\_\_