

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT, hereinafter referred to as Amendment 1, is made and entered into this 18th day of June, 2024, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY," and **Vocational Management Services, Inc.**, a California for-profit Corporation, whose address is 2665 North Air-Fresno Drive, Suite 110, Fresno CA 93727, hereinafter referred to as "CONTRACTOR."

RECITALS:

A. The parties entered into that certain Agreement, identified as COUNTY Agreement No. A-21-229, effective June 22nd, 2021, to provide employment and training services to public assistance recipients; and

B. The parties desire to amend the Agreement regarding changes as stated below and restate the Agreement in its entirety.

The parties agree as follows:

1. That the existing COUNTY agreement No. A-21-229, Section Two (2) of the Agreement located on Page Two (2) beginning at the word "The" and ending on the number "2024", be deleted and the following inserted in its place:

"The term of this Agreement shall commence on July 1, 2021 through and including June 30, 2025."

2. That the existing COUNTY Agreement No. A-21-229, Section Four (4) of the Agreement, located on Page Three (3), beginning with Line "For" and ending on Page Four (4) Line Four (4) with the word "days", be deleted and the following inserted in its place:

"For actual services provided pursuant to the terms of this Agreement, COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation in accordance with the Revised Exhibit B-1, Budget Summary. Mandated travel shall be reimbursed based on actual expenditures and mileage reimbursement shall be at CONTRACTOR's adopted rate per mile, not to exceed the IRS published rate.

In no event shall compensation paid for services performed under this Agreement be in excess of Two Million, Nine Hundred Eighty-One Thousand, Nine Hundred Eighteen and No/100

1 Dollars (\$2,981,918). For July 1, 2021 through June 30, 2022, in no event shall compensation paid
2 for services performed under this Agreement be in excess of Seven Hundred Ninety-Nine Thousand,
3 Three Hundred Eighty-Six and No/100 Dollars (\$799,386). For July 1, 2022 through June 30, 2023, in
4 no event shall compensation paid for services performed under this Agreement be in excess of
5 Seven Hundred Eighty-Two Thousand, Five Hundred Eighty-Five and No/100 Dollars (\$782,585). For
6 July 1, 2023 through June 30, 2024, in no event shall compensation paid for services performed
7 under this Agreement be in excess of Seven Hundred Ninety-Nine Thousand, Nine Hundred Forty-
8 Seven and No/100 Dollars (\$799,947). For July 1, 2024 through June 30, 2025, in no event shall
9 compensation paid for services performed under this Agreement be in excess of Six Hundred
10 Thousand, and No/100 Dollars (\$600,000).

11 It is understood that all expenses incidental to CONTRACTOR'S performance of services
12 under this Agreement shall be borne by CONTRACTOR. If CONTRACTOR should fail to comply with
13 any provision of the Agreement, COUNTY shall be relieved of its obligation for further compensation.
14 Any compensation which is not expended by CONTRACTOR pursuant to the terms and conditions of
15 this Agreement shall automatically revert to COUNTY. The services provided by the CONTRACTOR
16 under this Agreement are funded in whole or in part by the State of California. In the event that
17 funding for these services is delayed by the State Controller, COUNTY may defer payment to
18 CONTRACTOR. The amount of the deferred payment shall not exceed the amount of funding
19 delayed by the State Controller to the COUNTY. The period of time of the deferral by COUNTY shall
20 not exceed the period of time of the State Controller's delay of payment to COUNTY plus forty-five
21 (45) days."

22 3. That, effective upon execution, all references in existing COUNTY Agreement No. A-21-
23 229 to "Exhibit A" shall be changed to read "Revised Exhibit A-1," which is attached hereto and
24 incorporated herein by this reference.

25 4. That, effective upon execution, all references in existing COUNTY Agreement No. A-21-
26 229 to "Exhibit B" shall be changed to read "Revised Exhibit B-1," which is attached hereto and
27 incorporated herein by this reference.

28 5. The CONTRACTOR represents and warrants to the COUNTY that:

1 a. The CONTRACTOR is duly authorized and empowered to sign and perform its
2 obligations under this amendment.

3 b. The individual signing this Amendment on behalf of the CONTRACTOR is duly
4 authorized to do so and his or her signature on this Amendment legally binds the CONTRACTOR to
5 the terms of this Amendment.

6 6. COUNTY and CONTRACTOR agree that this Amendment 1 is sufficient to amend
7 Agreement No. A-21-229 and, that upon execution of this Amendment 1, the original Agreement and
8 this Amendment 1, shall together be considered the Agreement.

9 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
10 covenants, conditions and promises contained in this Agreement not amended herein shall remain in
11 full force and effect. This Amendment 1 shall become effective upon execution on the day first written
12 hereinabove.

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1 The parties hereto have executed this Amendment No. 1 to Agreement No. 21-229 as of the day and
2 year first hereinabove written.

3 **CONTRACTOR:**
4 Vocational Management Services, Inc.

5
6 By: James M Clay

7
8 Print Name: James Clay

9 Title: Chairman
10 Chairman of the Board, or
11 President, or any Vice President

12
13
14 By: James Walters
15
16 Print Name: James Walters


17 Title: SECRETARY
18 Secretary (of Corporation), or
19 any Assistant Secretary, or
20 Chief Financial Officer, or
21 any Assistant Treasurer

22 Mailing Address:
23 2665 North Air-Fresno Dr., Suite 110,
24 Fresno, CA 93727
25 Phone No.: (559) 456-8550
26 Contact: Jim Walters

27 Fund/Subclass: 0001/10000
28 Organization: 56107001
Account/Program: 7870

SB: jw

COUNTY OF FRESNO


Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

ATTEST:
Bernice E. Seidel,
Clerk of the Board of Supervisors
County of Fresno, State of California

By: Hannah Deputy

SUMMARY OF SERVICES

ORGANIZATION: Vocational Management Services Inc.

ADDRESS: 2665 North Air Fresno Drive, Suite 110

SERVICES: CalWORKs Job Ready Services for Participants with Disabilities

TELEPHONE: (559) 459-8550

CONTACTS: James D. Walters, Director

EMAIL: vms@unwirebb.com

OVERVIEW

Vocational Management Services Inc. (VMS) shall provide employability services to participants with disabilities who are recipients of California Work Opportunity and Responsibility to Kids (CalWORKs) Welfare-to-Work (WTW) benefits. The provided services will be a specialized program that includes job training and readiness components as well as assistance with job search, job placement, job retention, and case management.

The program shall have as its goal providing participants, who have a learning disability (LD), intellectual disability (ID), or physical disability (PD), with soft skills and employability training; screening and working with the Department of Social Services (DSS) to remove barriers to employment; and assisting participants with job search/preparation that will lead to employment and/or transition to a WTW approved activity within 180 days of start of services.

These services will be offered in person in the City of Fresno, as well as via remote learning throughout Fresno County.

I. TARGET POPULATION

These services are intended for recipients of California Work Opportunity and Responsibility to Kids (CalWORKs) Welfare-to-Work (WTW) benefits, who have been assessed with, or disclosed having, a LD, ID, or PD. Only individuals referred by DSS may participate in the program.

II. SERVICE LOCATION AND HOURS OF OPERATION

VMS shall have an office location in the City of Fresno as well as provide services remotely to participants throughout Fresno County. Services shall be provided during the schedule listed below, except holidays which are observed by the County of Fresno. DSS may approve other holidays or closures as requested in advance by VMS.

A. Designated Office Space

1. The Fresno office shall include at least one office spaces that DSS can utilize for purpose of this program.

B. Technology

1. VMS shall provide a laptop lending library complete with hotspot cards to provide participants remote access for services.

C. Hours of Operation, service hours will include:

1. Monday through Friday, 8:00 am – 4:30 pm.
2. VMS staff will be available, as need arises, during non-traditional hours of operation.

III. PROGRAM SERVICES

VMS shall provide participants open-entry/open-exit for services and allow participants to have an individualized education and employment services plan. Each participant will be provided between 4 to 40 hours of services per week, for up to 180 days, based on the participant's required weekly WTW hours. Workshops will be offered daily with an AM session and a PM session.

A. Program Capacity

1. Office Workshop Capacity
 - a) AM Session - up to 25 participants
 - b) PM Session - up to 25 participants
2. Remote learning Capacity
 - a) AM Session - up to 5 participants
 - b) PM Session - up to 5 participants

B. Provided Services

Provided Services will include, but not be limited to:

1. Workshop Curriculum that is employability-focused
2. Specialized Adult Basic Education including GED and High School Diploma tutoring
3. Specialized Vocational Training with a focus on modern workplace integration or production assembly
4. Counseling to address barriers to program engagement and self-sufficiency
5. Case Management that includes but is not limited to: referrals/linkages to specialized psychological therapy, drug treatment, medical treatment, dental care, vision and hearing services, and driver's license tests
6. Job Search, Job Development, and Retention Services
7. Supervised Work Experience

VMS will work with participants to create a flexible schedule and/or make up hours missed.

C. Referral Outreach

Referral Outreach is defined as engagement of referred participants, of non-responsive referrals, and of participants that have missed scheduled services. VMS shall conduct Referral Outreach for all DSS referrals and participants.

V. VMS COLLABORATIONS

VMS will collaborate with County and community partners for participants to understand benefits and resources afforded by the partners.

VI. REPORTING REQUIREMENTS

A. Meeting with DSS

1. VMS will be responsible for meeting with DSS quarterly, or more often as requested by DSS for contract and performance monitoring.
2. VMS will obtain a release of information from all participants to ensure confidentiality is not breached when communicating and sharing client-specific information in reports and discussions with DSS.

B. Participant Weekly Progress Reports

1. Participant Weekly Progress Reports (PR) will be completed for all referred participants.
2. PR will be submitted by 5:00 pm every Friday or other DSS-approved day.
3. VMS will submit a PR within one business days for of all discharged participants.
4. PR will include:
 - a) Participant's weekly attendance
 - b) Other information requested by DSS

C. Monthly Reporting

1. VMS will be required to submit a monthly report to DSS that will include, but not be limited to:
 - a) Actual expenses with backup documentation organized in a method approved by DSS. Invoices shall include all corresponding documentation submitted and be identified by line item. Supporting documentation shall include but is not limited to: receipts, invoices received, and documented administrative/overhead costs.
 - b) A monthly activity report including outcomes and other relevant data as requested by DSS.
2. Other program information requested by DSS.

VII. DSS REQUIRED TRAININGS

VMS will provide Civil Rights and Privacy and Security training to their staff within 30 days of the commencement of this Agreement. VMS will provide annual Civil Rights and Privacy and Security training to their staff in the beginning of every calendar year and will provide relevant proof of completion to DSS by April 1st of every calendar year. VMS will ensure all new hires receive both trainings and proof of completion to DSS is submitted within 30 days of their hire.

VMS will provide any other additional trainings to staff as they become required by DSS. DSS is to provide training material for VMS staff.

VIII. DSS RESPONSIBILITIES

DSS shall be responsible for referring appropriate participants to VMS for Specialized Job Ready Employability Services for participants with disabilities.

1. DSS will confirm and verify participant eligibility to services.
2. DSS will provide VMS with participant's disability assessments when applicable.
3. DSS will provide referrals for services and ensure that all referred participants' required WTW participation hours are provided to VMS.
4. DSS shall ensure VMS is provided with all relevant contact information for each referred participant.
5. DSS staff shall meet with VMS staff as often as needed to exchange pertinent information, resolve problems, and work together to effectively coordinate services.
6. DSS will provide participants with applicable supportive services, including but not limited to: transportation fare/reimbursement, childcare, and other ancillary items to address employment barriers.

IX. PERFORMANCE MEASURES

For each contract period, VMS shall meet the following performance measurements and levels:

A. Outcome 1: Program Engagement Rate (70%)

70% of all participants who complete intake will be enrolled for services as measured by participants who complete enrollment paperwork.

B. Outcome 2: Program Effectiveness Rate (55%)

55% of all participants who complete the program will become employed or participate in a WTW activity within 180 days of start of services.

C. Outcome 3: Employment Retention Rate (65%)

65% of participants who successfully complete the program and become employed will retain employment for at minimum 60 days.

X. SERVICE EXPECTATION

For each contract period, VMS shall meet the following service expectation:

- A. Of the 125 County referrals, vendor will provide service to 75 people in a 12-month period.**

DSS will consider VMS performance levels when determining whether to execute the optional extension term of this agreement.

BUDGET

ORGANIZATION: Vocational Management Services, Inc.
SERVICES: Job Ready Services for Participants with Disabilities
CONTRACT PERIOD: July 1, 2021- June 30, 2022
TERM AMOUNT: \$799,386.00

BUDGET CATEGORY	TOTAL
SALARIES	\$ 362,544.00
Positions	
Director (.5 FTE)	
Lead Counselor/Teacher (1 FTE)	
Counselor/Teacher (2 FTE)	
Aide (2FTE)	
Job Developer (1 FTE)	
Office Manager/Aide (1 FTE)	
BENEFITS	\$164,698.00
Includes Health Ins, Retirement, Life Insurance	
PAYROLL TAXES	\$29,583.00
FICA, SUI	
INSURANCE	\$13,547.00
Includes Commercial General Liability, Automobile Liability, Workers Compensation	
COMMUNICATIONS	\$14,280.00
Includes Office Telephone & Internet, Staff Cell Phone Monthly reimbursement, Internet Hot Spots	
OFFICE EXPENSES	\$14,632.00
Includes Equipment Maintenance Repair, Building Maintenance Supplies, General Day-to-Day Office Consumables, Microsoft Office 365, Desk Top Supplies	
OFFICE LEASE	\$51,852.00
Fresno Office Lease	
UTILITIES	\$9,250.00
Fresno Office Utilities	
EQUIPMENT PURCHASE	\$26,000.00
Includes Desktops, Laptops, Write Pads	
TRANSPORTATION	\$8,000.00
Includes Staff Mileage Reimbursement when conducting home visits	
PROGRAM SUPPLIES	\$22,750.00
Includes Testing Material, Shop Supplies, Workbooks/ Instructional Aides, Cognitive Training Software	
OTHER	\$22,250.00
Audit, Accounting, Perceptual Motor Consultant	
INDIRECT COSTS	\$60,000.00
Includes Administrative Costs	
CONTRACT PERIOD TOTAL	\$799,386.00

BUDGET

ORGANIZATION: Vocational Management Services, Inc.
SERVICES: Job Ready Services for Participants with Disabilities
CONTRACT PERIOD: July 1, 2022- June 30, 2023
TERM AMOUNT: \$782,585.00

BUDGET CATEGORY	TOTAL
SALARIES	\$368,555.00
Positions	
Director (.5 FTE)	
Lead Counselor/Teacher (1 FTE)	
Counselor/Teacher (2 FTE)	
Aide (2FTE)	
Job Developer (1 FTE)	
Office Manager/Aide (1 FTE)	
BENEFITS	\$160,849.00
Includes Health Ins, Retirement, Life Insurance	
PAYROLL TAXES	\$30,042.00
FICA, SUI	
INSURANCE	\$13,831.00
Includes Commercial General Liability, Automobile Liability, Workers Compensation	
COMMUNICATIONS	\$14,745.00
Includes Office Telephone & Internet, Staff Cell Phone Monthly reimbursement, Internet Hot Spots	
OFFICE EXPENSES	\$14,959.00
Includes Equipment Maintenance Repair, Building Maintenance Supplies, General Day-to-Day Office Consumables, Microsoft Office 365, Desk Top Supplies	
OFFICE LEASE	\$52,888.00
Fresno Office Lease	
UTILITIES	\$9,435.00
Fresno Office Utilities	
EQUIPMENT PURCHASE	\$0.00
Includes Desktops, Laptops, Write Pads	
TRANSPORTATION	\$11,185.00
Includes Staff Mileage Reimbursement when conducting home visits	
PROGRAM SUPPLIES	\$23,147.00
Includes Testing Material, Shop Supplies, Workbooks/ Instructional Aides, Cognitive Training Software	
OTHER	\$22,735.00
Audit, Accounting, Perceptual Motor Consultant	
INDIRECT COSTS	\$60,214.00
Includes Administrative Costs	
CONTRACT PERIOD TOTAL	\$782,585.00

BUDGET

ORGANIZATION: Vocational Management Services, Inc.
SERVICES: Job Ready Services for Participants with Disabilities
CONTRACT PERIOD: July 1, 2023- June 30, 2024
TERM AMOUNT: \$799,947.00

BUDGET CATEGORY	TOTAL
SALARIES	\$375,926.00
Positions	
Director (.5 FTE)	
Lead Counselor/Teacher (1 FTE)	
Counselor/Teacher (2 FTE)	
Aide (2FTE)	
Job Developer (1 FTE)	
Office Manager/Aide (1 FTE)	
BENEFITS	\$166,547.00
Includes Health Ins, Retirement, Life Insurance	
PAYROLL TAXES	\$30,606.00
FICA, SUI	
INSURANCE	\$ 14,220.00
Includes Commercial General Liability, Automobile Liability, Workers Compensation	
COMMUNICATIONS	\$15,221.00
Includes Office Telephone & Internet, Staff Cell Phone Monthly reimbursement, Internet Hot Spots	
OFFICE EXPENSES	\$15,292.00
Includes Equipment Maintenance Repair, Building Maintenance Supplies, General Day-to-Day Office Consumables, Microsoft Office 365, Desk Top Supplies	
OFFICE LEASE	\$53,946.00
Fresno Office Lease	
UTILITIES	\$9,700.00
Fresno Office Utilities	
EQUIPMENT PURCHASE	\$2,000.00
Includes Desktops, Laptops, Write Pads	
TRANSPORTATION	\$8,253.00
Includes Staff Mileage Reimbursement when conducting home visits	
PROGRAM SUPPLIES	\$23,652.00
Includes Testing Material, Shop Supplies, Workbooks/ Instructional Aides, Cognitive Training Software	
OTHER	\$23,226.00
Audit, Accounting, Perceptual Motor Consultant	
INDIRECT COSTS	\$61,358.00
Includes Administrative Costs	
CONTRACT PERIOD TOTAL	\$799,947.00

BUDGET

ORGANIZATION: Vocational Management Services, Inc.
SERVICES: Job Ready Services for Participants with Disabilities
CONTRACT PERIOD: July 1, 2024- June 30, 2025
TERM AMOUNT: \$600,000.00

BUDGET CATEGORY	TOTAL
SALARIES	\$284,280
Positions	
Director (.6 FTE)	
Lead Rehabilitation Counselor/Teacher (1.0 FTE)	
Job Developer/Teacher/Counselor Asst. (.8 FTE)	
Teacher Aide/Shop Supervisor (1.0 FTE)	
Teacher Aid (1.0 FTE)	
Office Manager/Aide (1.0 FTE)	
BENEFITS	\$108,914
PAYROLL TAXES	\$23,427
INSURANCE	\$ 11, 080
COMMUNICATIONS	\$14, 670
OFFICE EXPENSES	\$14,800
EQUIPMENT	\$934
FACILITIES	\$66,525
TRAVEL COSTS	\$2,000
PROGRAM SUPPLIES	\$19,370
CONSULTANCY/SUBCONTRACTS	\$6,240
FISCAL & AUDITS	\$18,760
INDIRECT COSTS	\$29,000
CONTRACT PERIOD TOTAL	\$600,000