

AMENDMENT I TO AGREEMENT

THIS AMENDMENT, hereinafter referred to as Amendment I, is made and entered into this 3rd day of April, 2018, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY," and each contractor listed in Exhibit A-1, attached hereto and by this reference incorporated herein, and collectively hereinafter referred to as "CONTRACTORS," and such additional contractors as may, from time to time during the term of this Agreement, be added by COUNTY, COUNTY'S DSS Director or designee. References in this Agreement to party or parties shall be understood to refer to COUNTY and each individual CONTRACTOR unless otherwise specified.

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. 17-034, effective January 31, 2017, for Work Experience for COUNTY's Department of Social Services (DSS); and

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

NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions, hereinafter set forth, the sufficiency of which is acknowledged, the parties agree as follows:

1. That the existing COUNTY Agreement No. 17-034, Page Two (2), Section Two (2), beginning with Line Six (6), with the word "This" and ending on Page Two (2), Line Seven (7) with "2017." be deleted and the following inserted in its place:

"This Agreement shall become effective upon execution and shall terminate on the 30th day of June 2019."

2. That the existing COUNTY Agreement No. 17-034, Page Three (3), Section Four (4), beginning with Line Nine (9), with the word "In" and ending on Page Three (3), Line Eleven (11) with the number "Thirty" (30) be deleted and the following inserted in its place:

"In no event shall compensation for ancillary services under this Agreement to CONTRACTORS collectively be in excess of Ten Thousand and No/100 Dollars (\$10,000) per twelve (12) month period; nor shall the maximum compensation exceed Fifty Thousand and No/100 Dollars (\$50,000)."

1 3. That all references in existing COUNTY Agreement No. 17-034 to Exhibit A shall be
2 changed to read "Revised Exhibit A-1," attached hereto and incorporated herein by this reference.

3 4. That all references in existing COUNTY Agreement No. 17-034 to Exhibit B shall be
4 changed to read "Revised Exhibit B-1," attached hereto and incorporated herein by this reference.

5 COUNTY and CONTRACTOR agree that this Amendment I is sufficient to amend Agreement
6 No. 17-034 and, that upon execution of this Amendment I, the original Agreement and this Amendment
7 I shall together be considered the Agreement.

8 The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants,
9 conditions and promises contained in this Agreement not amended herein shall remain in full force
10 and effect. This Amendment I shall become effective on May 1, 2018.

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EXECUTED AND EFFECTIVE as of the date first above set forth.

COUNTY OF FRESNO

By: Sal Quintero
Sal Quintero, Chairperson 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: Deputy
Deputy

FOR ACCOUNTING USE ONLY:

ORG No.: 56107001
Account No.: 7870

PLEASE SEE ADDITIONAL
SIGNATURE PAGE ATTACHED

1 **WORK EXPERIENCE/COMMUNITY SERVICE CONTRACTOR**

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3
4 CONTRACTOR agrees to be bound by the terms of County Agreement No.17-034, as
5 amended by Amendment I. The parties hereto have executed this Agreement this 3rd day of
6 April, 2018.
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9 **Alano Club of Fresno**

10
11
12 By Christine Ross

13
14 Date 3-8-2018

15
16 Print Name Christine Ross

17
18 Title Board of Director
19
20

21 Mailing Address: 1350 N. 11th street

22 Contact: Christine Ross

23 Telephone: 559-264-2730

24 Email address: trikerer@sbcglobal.net

25 Service Site Address: same as above
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27
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1 **WORK EXPERIENCE/COMMUNITY SERVICE CONTRACTOR**

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3
4 CONTRACTOR agrees to be bound by the terms of County Agreement No.17-034, as amended
5 by Amendment I. The parties hereto have executed this Agreement this 3rd day of
6 April, 2018.
7

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9 **Boys 2 Men Girls 2 Women Foundation Inc.**

10
11
12 By Bethany Byrd
13

14 Date 3-8-18
15

16 Print Name Bethany Byrd
17

18 Title Office Manager
19
20

21 Mailing Address: 3780 N. First St. Fresno, CA 93726
22 Contact: Bethany Byrd
23 Telephone: 559-225-9300
24 Email address: bbyrd@boys2mengirls2women.org
25 Service Site Address: same as above
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1 **WORK EXPERIENCE/COMMUNITY SERVICE CONTRACTOR**

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4 CONTRACTOR agrees to be bound by the terms of County Agreement No.17-034, as amended
5 by Amendment I. The parties hereto have executed this Agreement this 3rd day of
6 April, 2018.
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9 **Community Food Bank**

10
11
12 By 

13
14 Date 3/12/18

15
16 Print Name Jobelle Duka

17
18 Title Volunteer Manager
19
20

21 Mailing Address: 3403 E Central Ave Fresno CA 93725
22 Contact: Jobelle Duka
23 Telephone: 559-237-3663
24 Email address: jduka@communityfoodbank.net
25 Service Site Address: same as above
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1 **WORK EXPERIENCE/COMMUNITY SERVICE CONTRACTOR**

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4 CONTRACTOR agrees to be bound by the terms of County Agreement No.17-034, as amended
5 by Amendment I. The parties hereto have executed this Agreement this 3rd day of
6 April, 2018.
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9 **Comprehensive Youth Services of Fresno, Inc.**

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11
12 By Becky Kramer

13
14 Date 3/9/18

15
16 Print Name Becky Kramer

17
18 Title Executive Director
19
20

21 Mailing Address: 4545 N West Ave. Fresno CA 93705

22 Contact: Becky Kramer

23 Telephone: 559-229-3561

24 Email address: bkramer@cysfresno.org

25 Service Site Address: same as above
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27
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1 **WORK EXPERIENCE/COMMUNITY SERVICE CONTRACTOR**

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4 CONTRACTOR agrees to be bound by the terms of County Agreement No.17-034, as amended
5 by Amendment I. The parties hereto have executed this Agreement this 3rd day of
6 April, 2018.
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9 **4141 Ministries**

10
11 By Andrea Sims

12 Date 3/14/18

13 Print Name Andrea Sims

14 Title COO

15 Mailing Address: 4141 N. Fresno, Fresno CA 93726
16 Contact: Andrea Sims
17 Telephone: 559-803-5550
18 Email address: 4141ministries@gmail.com
19 Service Site Address: same as above
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Approved Contractors for Work Experience/Community Service

Number	Vendor Name
1	4141 Ministries
2	Alano Club of Fresno
3	Boys 2 Men Girls 2 Women
4	Community Food Bank
5	Comprehensive Youth Services of Fresno, Inc.

SUMMARY OF SERVICES

SERVICES:	Work Experience/Community Service
CONTRACT AMOUNT:	Execution to June 30, 2019 - \$30,000 July 1, 2019 to June 30, 2020 - \$10,000 July 1, 2020 to June 30, 2021 - \$10,000

OVERVIEW

The Department of Social Services (COUNTY) has established a Master Agreement with qualified organizations for participation in the Work Experience/Community Service program (WEX). The two core services requested are:

- **Work Experience:** An unpaid and supervised work activity that provides basic job skills and supports the Welfare-to-Work (WTW) participant's overall employment goals.
- **Community Service:** An unpaid and supervised work activity that serves a useful community purpose and assists clients with obtaining basic job skills or enhancing existing job skills.

CONTRACTORS partnering with the County of Fresno receive a supported workforce at no increase in labor burden, as all WTW clients have an active Case-Managing Job Specialist (CMJS) and do not require any compensation from the vendor.

The CMJS assists the WTW client with understanding the organization's needs and adhering to work requirements. The maximum monthly hours a participant can work is determined by the value of the participant's benefits, divided by the State of California's minimum wage. This will be calculated and monitored by the assigned CMJS. Note: The maximum weekly hours a WTW client can work is 40 hours and will vary by client.

Placements at work sites generally last up to 6 months, depending on the needs of the client and availability of work activities. However, placements can be extended up to 12 months at the discretion of COUNTY and CONTRACTOR.

TARGET POPULATION

Services are targeted toward WTW clients who may have limited work history, job skills, or limited English proficiency. Each client is assessed by a CMJS for work history, job skills, aptitude, and educational history. Once assessed, the collected information is used to create a WTW Employment Plan and match a WTW client with an available Work Experience/Community Service activity. Case management will be performed by the CMJS who will assist the client with additional supportive services, such as ancillary payments for necessary work goods, transportation, and child care.

I. CONTRACTOR'S RESPONSIBILITIES

CONTRACTOR must provide all of the following:

- A structured learning experience that takes place at a worksite for a limited period of time that is based upon the needs of the WTW client. This can include on-the-job training, exposure to various aspects of the workplace, job shadowing, community services, and other elements that will assist WTW participants with gaining work experience and enhancing their skills.
 - **Note: Clients are not allowed to drive while participating in any work experience or community service placement.**
- Assurance that all work or community service experience placements will not displace or partially displace current employees; displace seasonal employees in the construction industry; used to fill promotional positions for current employees; filling positions created by termination, layoff, reduction in work force, or resulting from a strike/labor dispute; will not replace previously contracted services prior to its expiration date; and must ensure that the participant will not cause the denial of protections afforded to other workers on the worksite under State and Federal workplace health, safety, and representation laws.
 - **Note: Notices regarding the displaced employee grievance process must be posted at each work site.**
- A liaison to work with the CMJS to ensure workplace safety, monitor progress of the WTW client, assist with site visits, and respond to problems reported by the CMJS. The liaison must be able to track and report the progress of each placed WTW client and assist with monthly monitoring meetings with the CMJS and WTW participant.
- A work site that complies with all Federal, State, and local regulation including the Fair Labor Standards Act of 1938, Workforce Investment Act, and all applicable health and safety standards.
- A work experience that shall not discriminate against any trainee because of race, color, religion, sex, national origin, age, disability, marital status, or political affiliation or belief. Additionally, the work experience must comply with the Americans with Disabilities Act.
- A completed Work Experience/Community Service Provider Application (Revised Attachment A-1) for each job classification and work site as necessary.
- Report all incidence of WEX participant injury as outlined in the following section.

WORKER'S COMPENSATION CLAIMS

CONTRACTOR shall be responsible for reporting all incidences of WEX participant injury to the California Department of Social Services' (CDSS) Worker's Compensation coverage provider, York Risk Services Group, Inc. The following steps are outlined in All County Letter (ACL) No. 13-56, and shall be followed in the event of an injury:

When the CONTRACTOR receives notification, from any source, that a WEX participant incurred an injury while participating in the program, the following procedures must be followed within one (1) working day:

1. CONTRACTOR completes lines 9-17 of the DWC-1 form (Employee's Workers' Compensation Claim Form) and gives the DWC-1 form to the employee. CONTRACTOR is to notify COUNTY via email at DSSASU@co.fresno.ca.us ATTN: Work Experience Staff Analyst, within 24 hours of the reported injury.

2. CONTRACTOR must have the employee sign and date the Acknowledge of Receipt of the Employee Workers' Compensation Claim form.

3. If the employee completes the DWC-1, he/she should be given a copy of the DWC-1 and CONTRACTOR is to retain remaining copies.

4. The appropriate supervisor should complete the Supervisor's Report of Injury. CONTRACTOR must complete the Employer's Report of Occupational Injury or Illness, Form 5020. To access this form online visit the following York link: www.yorkrsg.com. All information requested on the Form 5020 is essential for the proper handling of the potential claim. The information provided on the Form 5020 must be complete, accurate, and contain the worksite supervisor's signature and title. Please understand that the worksite supervisor's signature is not an admission of liability. Form 5020 can be filed with York via online, fax, and mail.

For additional information on Worker's Compensation claims, please review ACL No. 13-56 at the following web address:

<http://www.dss.cahwnet.gov/lettersnotices/EntRes/getinfo/acl/2013/13-56.pdf>

II. COUNTY RESPONSIBILITIES

COUNTY shall be responsible for the following:

- Screening and identifying WTW participants for appropriate WEX placement.
- Meeting with CONTRACTOR to sign the Master Agreement before any WEX client placements can be made.
- Obtaining and maintaining record of all required insurance documentation as stated in section nine (9) of the Agreement.
- Providing case management and supportive services (CMJS) for the WEX participant as eligible and necessary.

Work Experience/Community Service Provider Application

17-023
Revised Attachment A-1

Employer Name:		Employer Category: <input type="checkbox"/> Public/Government Agency <input type="checkbox"/> Private Non-profit* <input type="checkbox"/> Public Non-profit* <input type="checkbox"/> Private Business * Must provide 501 (c)(3)	
Address:			
City:	Zip Code:		
Contact Person:			
Phone Number:	Extension:		
Fax Number:			
Type of Experience to be Provided: <input type="checkbox"/> Work Experience <input type="checkbox"/> Community Service			

Worksite Location			
Address:	Worksite Supervisor:		
City:	Phone Number:		
Zip Code:	Extension:		
Job Title:	Duties to be Performed:		
Number of Positions Available:			
Minimum Requirements for the Position:			
Length of Project:			
Weekly Hours Available (Maximum 40 hours/week):	Special Clothing / Equipment Requirements:		
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; height: 40px; vertical-align: top;">Worksite Supervisor Signature:</td> <td style="width: 30%; height: 40px; vertical-align: top;">Date:</td> </tr> </table>		Worksite Supervisor Signature:	Date:
Worksite Supervisor Signature:	Date:		