

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF HUMBOLDT AND
HUMBOLDT STATE UNIVERSITY SPONSORED PROGRAMS FOUNDATION

This First Amendment shall be effective on _____, 2022, and shall modify the Professional Services Agreement entered into on October 26, 2021, between the County of Humboldt, a political subdivision of the State of California ("COUNTY"), and Humboldt State University Sponsored Programs Foundation ("CONTRACTOR") may be collectively referred to as the "Parties" herein.

RECITALS

WHEREAS, the Parties entered into the Agreement for Contractor to provide Workforce Innovation and Opportunity Act (WIOA) Title I Youth Services; and

WHEREAS, the Parties now wish to amend the WIOA Title I Youth Services, agreement, scope of services and WIOA Youth Services annual allocation.

NOW THEREFORE, pursuant to the recitals above which are incorporated as though set forth in full below, the Parties now agree as follow:

1. Description of Services. Exhibit A – Scope of Services, is revised to include Exhibit A1 – Scope of Services, attached hereto and incorporated herein by reference as if set forth in full.
2. CONTRACTOR agrees to perform all Adult Services activities required by this Agreement for an amount not to exceed Five Hundred Twenty-Six Thousand Six Hundred Sixty-Four (\$526,664.00).
3. Term. The Agreement shall be effective until June 30, 2023.
4. All other provisions of the Agreement remain unchanged.

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IN WITNESS WHEREOF, County and Contractor have executed this First Amendment on the dates set forth below. By their signatures below each signatory represents that they have the authority to execute this amendment and to bind the Party on whose behalf their execution is made.

HUMBOLDT STATE UNIVERSITY SPONSORED PROGRAMS FOUNDATION:

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Virginia Bass
Chair, Humboldt County Board of Supervisors

Attachments:

Exhibit A1 – Scope of Services

Exhibit C1– Certificate of Insurance

EXHIBIT A1
SCOPE OF SERVICES

Humboldt State University Sponsored Programs Foundation
07/01/2022 – 06/30/2023

Workforce Innovation and Opportunity Act (WIOA) Title I Youth Services

1. SERVICES:

The CONTRACTOR shall deliver the following comprehensive youth services:

- A. Determine eligibility of participants based on WIOA guidelines.
- B. Enroll youth into the CalJOBS system and provide on-going case management from time of enrollment, upon exit, during one year of required follow-up.
- C. Demonstrate the effective use of WIOA resources along with non-WIOA resources for the delivery of comprehensive services for youth.
- D. Youth services to be provided by geographical region.
 - a. Services to the Eureka and Eel River Valley regions to be provided by the CONTRACTOR.
 - b. Services to the Northern, Eastern, and Southern Humboldt regions shall be contracted out by the CONTRACTOR through a sub-agreement.
- E. A minimum of 75% of annual WIOA budget will be spent on out-of-school youth of related expenses.
- F. A minimum of 20% of the program funds must be spent on work-experience (WEX) activities, including: summer employment and other employment opportunities available throughout the school year; pre-apprenticeship programs; internships and job shadowing; and on-the-job training (OJT) opportunities. Staff time dedicated to developing, managing, and evaluating WEX activities may be applied to the 20% minimum.
- G. Appropriate CONTRACTOR staff will attend training and/or programmatic meetings (in person or via technology) for fiscal and programmatic changes or technical training.
- H. If one contractor is awarded funds for more than one region, all activity in each region needs to be tracked and reported separately in CalJOBS.
- I. Comply with all sections of the WIOA directives released by the California Employment Development Department (EDD) and the Department of Labor (DOL), as well as all policies, procedures, and communications from the COUNTY that guide the operational of local WIOA programs.
- J. Maintain necessary program and fiscal records. COUNTY staff will provide reporting templates or programs to report monthly and/or quarterly reports.
- K. Cooperate with COUNTY staff and other WIOA youth contractors in the planning, operations, and monitoring of the program.
- L. Meet or exceed all Performance Goals as required by WIOA and specified by EDD for the Humboldt County Local Workforce Development Area (LWDA) annually.
- M. Provide an Employer of Record to pay wages for work experience activities and stipends for competency-based learning.

- i. Employer of record will process payroll, provide worker's compensation, and pay stipends and/or wages and taxes. WIOA can reimburse either a portion of or all wages based on agreement between CONTRACTOR and worksite.
- ii. CONTRACTOR is required to use the worksite agreement created by the COUNTY with all agencies providing WIOA reimbursed WEX activities. Any adjustments to the worksite agreement require COUNTY approval.
- iii. CONTRACTOR is responsible for acquiring a certificate listing the COUNTY as additionally insured by each worksite prior to youth placements. Insurance requirements are explained in the worksite agreement.

3. REPORTING REQUIREMENTS:

The CONTRACTOR shall comply with all state, federal and local reporting requirements as required under WIOA.

4. PLACE OF PERFORMANCE:

The Job Market located at 409 K St Eureka, California and other locations as required.

5. COUNTY RESPONSIBILITIES:

The COUNTY shall carry out the following activities:

- A. Act as fiscal agent for all WIOA programs, funds, and grants.
- B. Provide CONTRACTOR updated Performance Goals from the State of California within fifteen (15) working days of the date they become available, and other technical assistance or information needed to implement the grant within program guidelines.
- C. Provide CONTRACTOR with technical assistance.
- D. Provide CONTRACTOR with the appropriate reporting forms, collect data, and file required reports with the State of California.
- E. Provide CONTRACTOR with annual allocations, budget forms, review and approve budgets, and determine number of participants to be served by CONTRACTOR.
- F. Monitor CONTRACTOR for compliance with this Agreement and with local, state, and federal requirements annually.

6. EMPLOYMENT TRAINING DIVISION RESPONSIBILITIES SPECIFIC TO TECHNICAL ASSISTANCE FUNDING.

- A. Provide technical assistance and training to CONTRACTOR on eligibility, enrollment, case management and use of CalJOBS.
- B. Participate in monitoring activities, as requested.
- C. Assistance in making revisions in CalJOBS and communicating with the state when needed.

