

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR
America’s Job Center of California, and Adult and Dislocated Worker Career Services (South County)**

Santa Barbara County
Department of Social Services

First Amendment

This is a *First Amendment* (*First Amendment to the Agreement*) to the Agreement for Services of Independent Contractor, by and between the **County of Santa Barbara** (COUNTY) and **Arbor Education and Training, LLC dba Equus Workforce Solutions** (CONTRACTOR).

WHEREAS, on July 2, 2019, COUNTY approved the Agreement for Services with Independent Contractor, number BC#19-265, (Agreement) with CONTRACTOR for the provision of America’s Job Center of California, and Adult and Dislocated Worker Career Services (South County);

WHEREAS, the initial term of the Agreement commenced on July 1, 2019, and is set to expire on June 31, 2022 unless otherwise directed by COUNTY or unless earlier terminated; and

WHEREAS, the parties now desire to amend Agreement to include additional contract language.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows.

The Agreement is amended as follows:

1. References to “ResCare Workforce Services” shall be replaced by “Equus Workforce Solutions.”
2. Section 1, **DESIGNATED REPRESENTATIVE**, of the Agreement is amended in its entirety:

Raymond L. McDonald at phone number (805) 681-4453 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. *Adrineh Terantonians* at phone number (818) 480-1109 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

3. Section 2, **NOTICES**, of the Agreement is amended in its entirety:

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery, email, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Ray McDonald, Executive Director, Workforce Development Board
234 Camino Del Remedio, Santa Barbara, CA 93110.
R.McDonald@sbcsocialserv.org

To CONTRACTOR: *Adrineh Terantonians, Equus Workforce Solutions*
adrineh.terantonians@EquusWorks.com

Notice Copy to: BrightSpring Health Services, Attn: Office of General Counsel

805 N. Whittington Pkwy, Louisville, KY 40222
Melanie Martin - Melanie.Martin@brightspringhealth.com

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

4. Section 14, **RECORDS, AUDIT, AND REVIEW**, of the Agreement is amended to state in its entirety:

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

CONTRACTOR is subject to audit requirements pursuant to Uniform Guidance 2 CFR part 200 and DOL Exceptions 2 CFR § 2900.2. Accordingly, CONTRACTOR is required to, and shall have, a single audit conducted in accordance with 2 CFR § 200.514 if CONTRACTOR expends \$750,000 or more in federal awards (this includes federal subawards) during CONTRACTOR'S fiscal year. CONTRACTOR shall submit such required single audit reports to COUNTY the earlier of: (a) 30 days after CONTRACTOR receives such reports; or (b) nine months after the end of the audit period.

CONTRACTOR will maintain and make available to auditors and monitors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors and monitors.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

5. Section III.A.17, **Duties and Responsibilities**, of EXHIBIT A, **STATEMENT OF WORK**, is amended to state in its entirety:

17. Provide ongoing staff development to CONTRACTOR's staff and training to support compliance with WIOA and EDD mandates, and to ensure positive outcomes for AJCC and Adult and Dislocated Worker Career Services (ADWCS). Trainers utilized for staff development may be paid with contract funds subject to approval by COUNTY. Trainers must be locally, regionally, or nationally recognized.

a. CONTRACTOR is responsible for providing training to CONTRACTOR's front-line staff members (staff who deals directly with customers/participants) :

(1) to assure compliance with WIOA Section 188 and the nondiscrimination provisions of federal, state, and local laws, regulations, and directives including providing Equal Employment Opportunity and Non-discrimination training to their WIOA Title I staff.

6. Section I.C, **DIRECT JOB SEEKER**, of EXHIBIT B-1, **Line-Item Budget and Narrative**, is amended to state in its entirety:

C. **DIRECT JOB SEEKER**

Cost for direct jobseeker training including, but not limited to: On-the-job Training, *Transitional Jobs*, Individual Training Accounts, and supportive services (based on local policy). Supportive services such as assistance with transportation, child care, dependent care, housing, uniforms, safety gear, testing fees, tools, books, school supplies, and needs-related payments that are necessary to enable an individual to participate in WIOA funded activities. Supportive services will be paid for and covered under this Agreement but will be counted as leverage to meet the minimum training expenditure requirement.

7. Section I.E, **PROFIT**, of EXHIBIT B-1, **Line-Item Budget and Narrative**, is amended to state in its entirety:

E. **PROFIT**

Profit is calculated as a whole dollar amount rather than a percentage of the cost not to exceed \$35,172 in FY 2019/2020 and \$34,484 in each of FY's 2020/2021 and 2021/2022. Profit shall be billed yearly or at the completion of the scope of work set forth in EXHIBIT A. Total profit to be earned under the contract shall be evaluated in whole dollars and reasonableness in terms of services to be provided using the following factors:

- i. Complexity of work*
- ii. Risk borne by contractor*
- iii. Contractor's investment*
- iv. Amount of contract*
- v. Record of past performance*
- vi. Industry of profit rates in the geographic area for similar work*

8. Section I.F, **UNANTICIPATED COSTS**, of EXHIBIT B-1, **Line-Item Budget and Narrative**, is added to the Agreement:

CONTRACTOR is subject to the federal and state statutes and common law, federal Uniform Administrative Guidance, applicable provisions of the FAR, and other federal and state regulations and directives. Budget items included in EXHIBIT B-1 are subject to review and approval. Unanticipated costs not included in description of this Line Item Budget and Narrative are subject to review and approval by COUNTY.

9. **EXHIBIT D, GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS WORKFORCE INNOVATION AND OPPORTUNITY ACT**, is replaced in its entirety as attached.

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First Amendment to the Agreement between the **County of Santa Barbara** and **Arbor E&T, LLC dba Equus Workforce Solutions**.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Bob Nelson, Chair
Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Social Services

By: _____
Department Head

CONTRACTOR:

Arbor E&T dba Equus Workforce Solutions

By: _____
Authorized Representative

Name: _____

Title: _____

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

EXHIBIT D
GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS WORKFORCE INNOVATION
AND OPPORTUNITY ACT (“COSB GENERAL CONDITIONS”)