

**AMENDMENT NO. 1 TO AGREEMENT BETWEEN
MONTEREY COUNTY WORKFORCE DEVELOPMENT BOARD AND
BRENNAN WORKFORCE CONSULTING FOR WIOA ELIGIBLE TRAINING PROVIDER
MONITORING SERVICES**

This Amendment No. 1 is made to the Professional Services Agreement for the provision of Sub-Regional WIOA Eligible Training Provider Monitoring Services, by and between Brennan Workforce Consulting, hereinafter "Contractor," and the Monterey County Workforce Development Board, hereinafter "MCWDB," both of which are collectively referred to as "the parties."

WHEREAS, effective June 1, 2019, the MCWDB and Contractor entered into an Agreement in the amount of \$14,970 to provide compliance monitoring of sub-regional WIOA Eligible Training Providers to include Equal Opportunity compliance monitoring ("the Agreement"); and

WHEREAS, the MCWDB and Contractor wish to amend the Agreement to increase the total amount of the Agreement by \$30,030 and extend the Agreement term for one (1) additional year.

NOW THEREFORE, the MCWDB and CONTRACTOR hereby agree to amend the Agreement, pursuant to this Amendment No. 1, in the following manner:

1. Section IV (A) shall be amended by removing the language, "This Agreement shall commence effective June 1, 2019 and remain in full force and effective through June 30, 2020," and replacing it with "This Agreement shall commence on June 1, 2019 and remain in full force and effective through June 30, 2021."
2. Section IV (C) (1) shall be amended by removing the language, "Funding available to provide Eligible Training Provider and Equal Opportunity compliance monitoring services for the project term of June 1, 2019 to June 30, 2020 is \$14,970," and replacing it with "Funding available to provide Eligible Training Provider and Equal Opportunity compliance monitoring services for the project term of June 1, 2019 to June 30, 2021 is \$45,000."
3. Exhibit A, "Scope of Services," shall be amended by replacing it with Exhibit A-1, Amended Scope of Services, Sub-Regional WIOA Eligible Training Provider Monitoring Services, June 1, 2019 through June 30, 2021, attached to this Amendment No. 1.
4. Exhibit C, "Budget Detail," shall be amended by replacing it with Exhibit C-1, Amended Budget Detail, Sub-Regional WIOA Eligible Training Provider Monitoring Services, June 1, 2019 through June 30, 2021, attached to this Amendment No. 1.
5. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.
6. A copy of this Amendment No. 1, including attachments, shall be attached to the original Agreement dated June 1, 2019.

This section intentionally left

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 on the day and year written below.

MONTEREY COUNTY WORKFORCE
DEVELOPMENT BOARD



Chris Donnelly, Executive Director

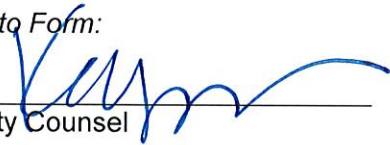
Dated: 10/27/2020

CONTRACTOR

By: 

Colleen Brennan
Owner and Principal Consultant
Brennan Workforce Consulting

Approved as to Form:



Deputy County Counsel

Dated: 12.02.2020

EXHIBIT A-1

AMENDED SCOPE OF SERVICES

Sub-Regional WIOA Eligible Training Provider Monitoring Services
June 1, 2019 through June 30, 2021

- I. **PROJECT OVERVIEW:** The purpose of this agreement is to formalize the working relationship and establish the roles and responsibilities of the Monterey County Workforce Development Board (MCWDB) and Brennan Workforce Consulting (Contractor) for the provision of sub-regional WIOA Eligible Training Provider on-site compliance monitoring services, to include Equal Opportunity compliance monitoring, to the MCWDB.
- II. **PROJECT PERIOD:** June 1, 2019 through June 30, 2021.
- III. **DUTIES AND RESPONSIBILITIES:**

A. Contractor Monitoring Services Role and Responsibilities:

Contractor will perform the following tasks to monitor sub-regional training providers on the Eligible Training Providers List (ETPL):

1. Determine with the MCWDB Executive Director which Eligible Training Providers providing services on behalf of the MCWDB will be monitored.
2. Create a schedule for site visits to the identified Eligible Training Providers.
3. Submit monitoring tools and documents for MCWDB Executive Director's approval.
4. For each provider to be monitored, Contractor will:
 - a. Draft an initial engagement letter documenting the authority under which the monitoring is undertaken, listing the documentation required and its due date, and indicating the date and time of the monitoring site visit, and an agenda for the site visit.
 - b. Follow up with each Eligible Training Provider to ensure that the site visit date is confirmed.
 - c. Collect the required documentation and any written responses before the site visit.
 - d. Conduct a desk review of submitted documents and Provider and Program information in the CalJOBS system.
 - e. Conduct the site visit, to include:
 - i. Interview with the Eligible Training Provider's administrator or representative.
 - ii. Review of the monitoring guide, participant list, and any other documentation submitted for the monitoring (BPPE or WASC documents).
 - iii. Review of the documents provided to the WIOA clients upon enrollment (e.g. supplies list, grievance policy, credential information, etc.).
 - iv. Review of Continued Eligibility for each Eligible Training Provider in the MCWDB local area (i.e., Monterey County).
 1. Confirm that provider has current approval or accreditation status from the agency appropriate to the type of provider.

2. Confirm that provider has submitted annual reports to BPPE as required.
 3. Confirm that provider programs lead to national, state, or industry-recognized credentials.
 4. Confirm that provider's data entered into the CalJOBS system is correct.
 5. Confirm that provider's placement rate meets or exceeds the performance standard published in the most recent Workforce Services Directive on performance.
 6. Use the ETPL Policy & Procedures (WSD 15-07 or successor directive) to determine appropriate approval status for any providers that meet the criteria for exceptions to continued eligibility requirements.
 7. Approve providers that meet continued eligibility requirements in the CalJOBS system.
 8. Provide the WDB Director a list of providers or programs that do not meet continued eligibility requirements, if any, and the WDB responsibilities for de-listing them.
 - v. Equal Opportunity compliance review, to include:
 1. Program Services WIOA Compliance
 2. Employment Practices and Policies
 3. WIOA Grievance & Complaint Procedures
 4. Facilities Compliance
 - vi. Review of school materials that may include:
 1. Personnel policies and procedures
 2. Proof of insurance
 3. Marketing materials
 4. School catalog
 5. Registration forms
 6. Curricula related to participant training
 7. Job preparation materials
 8. ESL-related materials
 9. Materials related to and in support of services provided to participants receiving WIOA funded services
 10. Student files
 11. Materials related to other participant activities
 - vii. Coordination of ETPL monitoring activities with the Santa Cruz County WDB.
 - viii. Performance of a compliance check to ensure that operations are consistent with TEGL 39-11 "Guidance on the Handling and Protection of Personally Identifiable Information (PII).
 - ix. Walk-through of site facility and classrooms which, where feasible, will include sitting in on one training program session
 - f. Complete the Monitoring Checklist Form
 - g. Conduct client interviews
 - h. Provide a draft report to the training provider if there are any issues or findings or provide a final report to the training provider if there are no findings or issues.
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- i. A draft report will include the name of the ETPL provider, the date of the report, and findings that record:
 - 1. Condition;
 - 2. Cause;
 - 3. Criteria (includes citation of the relevant regulation, directive, or policy;
 - 4. Corrective Action; and
 - 5. Due dates for the completion of the corrective action.
 - i. For training providers that were issued a draft report, follow up on the status of findings or issues
 - j. For training providers that were issued a draft report, draft a Final Report
- 5. Compile the monitoring documentation for all schools into a binder and provide the binder to the WDB Executive Director.

B. MCWDB Role and Responsibilities:

The MCWDB shall:

- i. Provide Contractor with access to information on the MCWDB and sub-regional ETPL monitoring priorities;
- ii. Provide Contractor with access to information on the MCWDB Equal Opportunity Compliance policy regarding Program Services, Employment Practices and Policies, Grievance & Complaint Procedure, and Facilities.

C. Evaluation of Contractor:

Authorized Federal, State and MCWDB representatives shall have the right to monitor, assess, or evaluate Contractor's performance pursuant to this agreement by any means including, but not limited to, inspections of premises, records, reports, audits, and interviews with Contractor, Contractor's employees and agents, and WIOA participants (as appropriate to the services).

D. Records and Audits of Contractor:

- i. **Establishment and Maintenance of Records:** Contractor shall maintain records, including, but not limited to books, financial records, supporting documents, statistical records, personnel, property, and all other pertinent records sufficient to properly reflect all matters covered by this agreement. Such records shall be maintained in accordance with requirements now or hereafter prescribed by the MCWDB.
- ii. **Preservation of Records:** Contractor shall preserve and make available its records for three (3) years from the date of final payment of this agreement. If at the end of the three (3) years, there is litigation or an audit involving those records, Contractor will retain records until the resolution of such litigation or audit.

EXHIBIT C-1

AMENDED BUDGET DETAIL

Sub-Regional WIOA Eligible Training Provider Monitoring Services
June 1, 2019 through June 30, 2021

Contractor's hourly rate is \$100 per hour, not including travel, supplies, and internet/phone.

Personnel Costs	Hourly Rate	# of Hours	Total
Principal Consultant	\$100	288	\$28,890
Non-Personnel Costs			
Travel			\$ 800
Supplies			\$ 100
Telephone, Internet			\$ 240
Total			\$30,030