

COUNTY OF MONTEREY

AMENDMENT #2 to Agreement #A-12803

Learning Time, Inc.

ORIGINAL

This Amendment is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and Learning Time Inc. (hereinafter, "CONTRACTOR").

This Amendment modifies the agreement for learning evaluations for CalWORKs customers between the parties, executed on May 13, 2014, and as amended on October 2, 2014 (hereinafter, "Original Agreement ") by **adding \$13,000 and extending the contract through August 31, 2015 due to a delay in the RFP process in order to continue learning disability services to CalWORKs customers until a new contract is awarded**, increasing the total contract amount to **\$143,950**. Therefore, the parties agree:

1. Section 1, GENERAL DESCRIPTION, of the Original Agreement is amended to read as follows:

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit AAA** in conformity with the terms of this Agreement. The services are generally described as follows: Provide in-depth learning evaluations and related educational services for CalWORKs customers.

2. Section 2, PAYMENT PROVISIONS, of the Original Agreement is amended to read as follows:

2.01 COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AAA**, subject to the limitations set forth in this Agreement. **The total amount payable by COUNTY to CONTRACTOR under this agreement shall not exceed the sum of \$143,950.**

3. Section 3, TERM OF AGREEMENT, of the Original Agreement is amended to read as follows:

3.01 The term of this Agreement is from July 1, 2014 to **August 31, 2015**, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County sing this Agreement.

4. Section 4, SCOPE OF SERVICES AND ADDITIONAL PROVISIONS, of the Original Agreement is amended to read as follows:

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this agreement:

| | |
|--------------------|---|
| Exhibit AAA | Scope of Services/Payment Provisions |
| Exhibit B | DSS Additional Provisions |
| Exhibit CCC | Invoice |
| Exhibit D | Child Abuse Reporting Certification |
| Exhibit E | Elder Abuse Reporting Certification |
| Exhibit F | Referral Form |
| Exhibit G | Referral Checklist |
| Exhibit H | Insurance Modification |
| Exhibit I | HIPAA Agreement |
| Exhibit J | Lobbying |

5. Sections 1.01, 1.02 and 2.01 of Exhibit B of the Original Agreement are amended to read as follows:

1.01 Monthly Claims by CONTRACTOR: Not later than the tenth (10th) day of the month following the month of service, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. The invoice shall be submitted in the form set forth in **Exhibit CCC**.

1.02 Allowable Costs: Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement as set forth in **Exhibit AAA**. Only the costs listed in **Exhibit AAA** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

2.01 Outcome objectives and performance standards: CONTRACTOR shall, for the entire term of this Agreement, provide the service outcomes set forth in **Exhibit AAA**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AAA** unless prevented from doing so by circumstances beyond CONTRACTOR's control including, but not limited to, natural disasters, fire, theft and shortages of necessary supplies or materials due to labor disputes.


6. Exhibits AA and CC of the Original Agreement are rescinded, and replaced by Exhibits AAA and CCC, attached.

If there is any conflict or inconsistency between the provisions of the AGREEMENT or this AMENDMENT, the provisions of this AMENDMENT shall govern. A copy of this AMENDMENT shall be attached to the original AGREEMENT, as it may have been previously amended.

Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the original AGREEMENT shall remain unchanged and unaffected by this AMENDMENT and shall continue in full force and effect.

IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

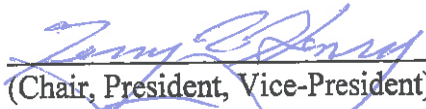
COUNTY OF MONTEREY:

By: 
Elliott Robinson
Director, DSS

Date: 6/18/15

CONTRACTOR:

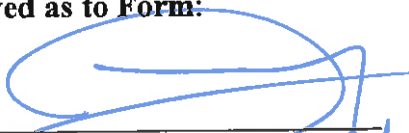
Learning Time, Inc.

By: 
(Chair, President, Vice-President)

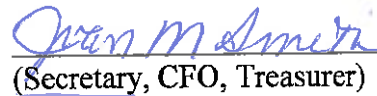
TERRY McHENRY, PRESIDENT
(Print Name & Title)

Date: 6/12/15

Approved as to Form:


Deputy County Counsel Juan P. Rodriguez

Date: 6/15/15

By: 
(Secretary, CFO, Treasurer)

JUAN M SMITH
(Print Name and Title)
SECRETARY

Date: 6/12/15

Approved as to Fiscal Provisions:


Auditor-Controller's Office

Date: 6/16/15

LEARNING TIME, INC

CalWORKs Employment Services – Learning Disability Evaluations & Reports

*July 1, 2014 through August 31, 2015***I. CONTRACTOR INFORMATION**

Contractor Name: Learning Time, Inc.
Mailing Address: 14401 Roland Canyon Rd.
Salinas, CA 93908

Tax ID number: 94-1729075

Contact Person: Joan M. Smith, Director
Telephone: (831) 484-0994
FAX: (831) 484-0998
E-mail: joan_smith@comcast.net

II. COUNTY CONTRACT MANAGER

County Contract: **Thomas De La Cruz, Management Analyst II**
Manager Department of Social and Employment Services
Address: 730 La Guardia Street
Salinas, CA 93905

Telephone: (831) 796-3391
FAX: (831) 755-8487
E-mail: delacruz@co.monterey.ca.us

III. DESCRIPTION OF COUNTY-FUNDED SERVICES

The CalWORKs program requires that the COUNTY offer a learning disability screening to all adult CalWORKs participants. Those who score "12" or more on a standardized and normed screening tool are then offered a learning disability evaluation that identifies the specific learning disabilities and recommended accommodations. This agreement is for the provision of learning disability evaluations and related services for the CalWORKs program, including, but not limited to, direct instruction to individuals and groups to relieve identified disabilities which prevent success in meeting Welfare to Work goals and participation in Multidisciplinary Team meetings to assist customers in the CalWORKs family stabilization program.

IV. CONTRACTOR RESPONSIBILITIES

The Scope of Work includes, but is not limited to, the following:

1. CONTRACTOR shall accept customer referrals from the COUNTY and adjust the number of days per month on which testing is offered accordingly.
2. CONTRACTOR shall conduct evaluations at the One-Stop Career Centers in Salinas, Seaside and King City.
3. CONTRACTOR shall interview referred CalWORKs customers and administer evaluation test instruments for English and Spanish speaking customers that include:
 - a. Tools for measurement of aptitudes.
 - b. Tools for measurement of academic achievement.
 - c. Tools for measurement of information processing
4. CONTRACTOR shall complete and submit learning disability evaluation reports to the COUNTY within 30 days from the date that a CalWORKs customer is referred by the COUNTY using a CO 205 Response to Referral form Exhibit F and Recommendations Checklist Exhibit G. Include the following core information expressed in a reader friendly writing style and clear format:
 - a. The name of the evaluator, customer and dates of testing;
 - b. Relevant vocational/educational background and history;
 - c. General aptitude/cognitive level;
 - d. Other identified issues, such as physical/mental problems;
 - e. Areas of strength;
 - f. Areas of deficiency; and
 - g. A summary of the participant's condition and rationale for learning disabilities, determination/diagnosis, including severity of disability, areas of potential impact, including employment and participation in welfare-to-work activities, recommendations for additional services, as appropriate, any suspected conditions, if identified, other than a learning disability so that the County can make the appropriate referral, range of recommended accommodations/assistive technology to be included in the participant's welfare-to-work plan, identification of local resources to assist recipients, rationale for learning disabilities determination/diagnosis.
5. CONTRACTOR shall complete and submit learning disability accommodation reports to the COUNTY and school or worksite (as required by school or worksites) within 30 days from the date that a CalWORKs customer is referred by the COUNTY.
6. CONTRACTOR shall be available for and participate in scheduled face-to-face or telephone consultations involving the CalWORKs customer, COUNTY staff, and other Welfare- To-Work (WTW) partners (sometimes called a three-way meeting) to explain evaluation findings and recommendations and to assist in development of a WTW Plan.

7. CONTRACTOR shall provide annual training for COUNTY staff and CalWORKs Employment Services (CWES) partners.
8. CONTRACTOR shall provide services to customers of CWES who have a documented learning disability in reading or calculations or have a head-injury which resulted in loss of memory, organizational ability, and basic skills. This service provides individual and group participation to address the disability which prevents success in Welfare to Work participation.
 - a. Services include individualized programming for each customer and retesting in memory and academic skill development after 30 sessions to document progress. Services are provided by a clinical specialist.
9. CONTRACTOR shall participate in Multidisciplinary Team meetings to assist customers in the CalWORKs family stabilization program as needed.

V. TARGET POPULATION

1. The target population is CalWORKs recipients who are 18 years of age or older, referred by the COUNTY, who:
 - a. Are identified as having potential learning disabilities based on the California State Department of Social Services approved Learning Needs Screening (WTW 18), or Were previously identified as having learning problems (for example, were in Special Education classes during all or part of grades kindergarten through 12), or
 - b. Are suspected of having a learning disability, even though the results of the learning disabilities screening did not indicate a potential learning disability, or
 - c. Are limited-English proficient (LEP), and therefore have not been screened with the screening tool, but have indicators of a potential learning disability.*

* The State of California learning disability screening tool (WTW 18) is validated and normed only for English-speakers. Customers with Limited English Proficiency (LEP) may be referred for an evaluation based on other indicators of a possible learning disability.

VI. COUNTY RESPONSIBILITIES

COUNTY shall:

1. Conduct Learning Disability screenings using the state-approved Learning Needs Screening (WTW 18).
2. Review with CalWORKs customers whether they have previously been determined to have a Learning Disability, (for example, by a school district or the Department of Rehabilitation).
3. Interview CalWORKs customers with Limited English Proficiency (LEP) to determine the need for a Learning Disability evaluation.

4. Refer CalWORKs customers who have indicators of a potential Learning Disability and want an evaluation to CONTRACTOR using the LD Learning Disability Evaluation Referral Form (CWES 120 LD).
5. Respond promptly to calls from the CONTRACTOR and provide additional information requested by the CONTRACTOR when there is a Release of Confidential Information signed by the customer that permits sharing of such information.
6. Forward Authorization to Release Medical Information (CW 61) forms signed by a customer to CONTRACTOR for determination of whether the customer should be exempt from Welfare-To-Work (WTW) participation or has restrictions on their participation.
7. Receive and review Learning Disability Evaluations and Accommodations Reports from the CONTRACTOR.
8. Work with CalWORKs customers, WTW service providers, and employers to implement the reasonable accommodations recommended in Learning Disability Evaluations.
9. Provide supportive services, when needed, in order to implement learning disability accommodations (as allowed by law, regulation, and policy).
10. Use information from Learning Disability Evaluations in helping customers determine career goals and in design and implementation of WTW Plans.

VII. UNIT OF SERVICE DEFINITION & BUDGET

Units of service are defined as follows:

| Unit Type | Estimated Units | Cost per unit | Total Cost |
|--|--------------------------------|---------------|---------------------|
| WAIS IV English Evaluation & Report Or Spanish Evaluation & Report <ul style="list-style-type: none"> • Pruebas de habilidades <i>cognitivas</i> Bateria III • Pruebas de aprovechamiento Bateria III | 163 | \$550 | \$89,700.00 |
| CW 61, Medical Release of Information Reports | 113 | \$50 | \$5,650.00 |
| School or Worksite Required Accommodations Report | 30 | \$50 | \$1,500.00 |
| TOVA ADHD Evaluation & Report | 70 | \$100 | \$7,000.00 |
| Consultation & Staff Training Hours (MDT) | 20 | \$100 | \$2,000.00 |
| Customer No Show To be paid when a customer does not cancel and does not show up for a scheduled evaluation. | 40 | \$35 | \$1,400.00 |
| Learning Disability Job Readiness/Education Directly Related to Employment Services | 115 (3 hour service blocks) | \$300 | \$34,500.00 |
| Learning Disability Training Materials | | | \$2,200.00 |
| Total | | | \$143,950.00 |

VIII. PAYMENT PROVISIONS

COUNTY shall pay CONTRACTOR in accordance with Section 6 of this Agreement, PAYMENT CONDITIONS. Claims for payment shall be submitted in the form set forth in Exhibit CCC, by the 10th of the month for services rendered in the previous month. The maximum amount to be paid by COUNTY to CONTRACTOR under this agreement shall not exceed **One Hundred Forty-Three Thousand, Nine Hundred and Fifty Dollars (\$143,950)**.

**Learning Time Inc
14401 Roland Canyon Rd., Salinas CA 93908**

Invoice Date: _____

Tax ID #94.1729075

Monthly Invoice for the Month of: _____

| Unit Type | Estimated Units | Cost per unit | Total Cost | Monthly Expense | YTD Expense | Balance Contract |
|---|--------------------------------|---------------|------------------|-----------------|-------------|------------------|
| WAIS IV English Evaluation & Report Or Spanish Evaluation & Report | 163 | \$550 | \$89,700 | | | |
| CW 61 | 113 | 50 | \$5,650 | | | |
| School or Worksite Required Accommodations Report | 30 | \$50 | \$1,500 | | | |
| TOVA ADHD Evaluation & Report | 70 | \$100 | \$7,000- | | | |
| Consultation & Staff Training Hours (MDT) | 20 | \$100 | \$2,000 | | | |
| Customer No Show | 40 | \$35 | \$1,400 | | | |
| Learning Disability Job Readiness/Education Directly Related to Employment Services | 115 (3 hour service blocks) | \$300 | \$34,500 | | | |
| Learning Disability Training Materials | | | \$2,200 | | | |
| Total | | | \$143,950 | | | |

Vendor # _____

PO # _____

Please remit payment to address and tax ID above.

Signature: _____
Contractor Signature

Date:

Approved for Payment:

Signature: _____
DSS Contract Manager

Date: