

COUNTY OF MONTEREY
AMENDMENT #1 to AGREEMENT #A-13981
LEARNING TIME, INC.

This Amendment #1 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”).

WHEREAS, The COUNTY and CONTRACTOR entered into an Agreement for Learning Disability Evaluations and Job Readiness Education Services for CalWORKs participants with a term of July 1, 2018 through June 30, 2021 for a total not to exceed the amount of \$510,000.00 (hereinafter “Original Agreement”).

WHEREAS, The parties currently wish to amend the Agreement by extending the term **through June 30, 2023**.

WHEREAS, The parties currently wish to amend the Agreement by revising the Scope of Services by adding **educational assessments, academic achievement coaching and advocacy services**.

WHEREAS, The parties currently wish to amend the Agreement by **adding \$440,000.00** to the contract amount **for** a total not to exceed amount of **\$950,000.00**.

AGREEMENT

NOW, THEREFORE, the parties agree to amend the AGREEMENT as follows:

This Agreement is hereby amended on the terms and conditions as set forth in the original Agreement, except as specifically set forth below.

1. **Section 1.0, Paragraph titled “GENERAL DESCRIPTION”** is amended to read as follows:
The County hereby engages CONTRACTOR to perform, the services described in **Exhibit A-1** in conformity with the terms of this Agreement.
2. **Section 2.0, Paragraph titled “PAYMENT PROVISIONS”** is amended to read as follows:
County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A-1**, 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 **\$950,000.00**.
3. **Section 3.0, The first sentence of paragraph titled “TERM OF AGREEMENT”**, is amended to read as follows:
The term of this Agreement is from **July 1, 2018 to June 30, 2023**, unless sooner terminated pursuant to the terms of this Agreement.

- 4. **EXHIBIT A-1** titled **“Scope of Services”** is amended to include learning disability evaluations, academic achievement coaching and advocacy.
- 5. Except as provided herein, all remaining terms, conditions and provisions of the original AGREEMENT are unchanged and unaffected by this Amendment #1 and shall continue in full force and effect as set forth in the original Agreement and in Amendment # 1.
- 6. A copy of this Amendment #1 shall be attached to the original Agreement dated June 19, 2018.
- 7. This Amendment # 1 shall be effective when signed by both parties.

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

COUNTY OF MONTEREY

LEARNING TIME, INC.

By: _____
Lori A. Medina, DSS Director

DocuSigned by:
Terry McHenry, Executive Director
By: _____
8DF8240BF31F467...
(Chair, Vice-Chair, President)

Date: _____

(Print Name & Title)
3/31/2021 | 3:43 PM PDT
Date: _____

DocuSigned by:
Dr. Joan Smith, Secretary
By: _____
E3E725B65992450
(Secretary, CFO, Treasurer)

(Print Name & Title)
3/31/2021 | 3:59 PM PDT
Date: _____

Learning Time, Inc.

CalWORKs Employment Services – Learning Disability Evaluations & Reports and Academic Achievement Coaching (Tutoring) / Direct Instruction to CalWORKs customers and their children.

Term: July 1, 2018 through June 30, 2023

I. CONTRACTOR INFORMATION

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

Tax ID number: 94-1729075

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

II. COUNTY CONTRACT MANAGER

County Contract Manager: Thomas De La Cruz, Management Analyst II
 Address: Department of Social Services
 730 La Guardia Street, Room 205
 Salinas, CA 93905-3354

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 [academic achievement coaching] to individuals and groups to relieve identified disabilities which prevent success in meeting Welfare to Work goals and/or obtaining employment and the participation in Multidisciplinary Team Meetings to assist customers in the CalWORKs Family Stabilization program.

Adult Learning Disability Evaluations SCOPE OF SERVICES, Exhibit A-1
 TERM: July 1, 2018 – June 30, 2023
 \$170,000.00 / Annually [2018-2021] \$220,000.00 / annually [2021-2023]
 Analyst: De La Cruz

IV. CONTRACTOR RESPONSIBILITIES & PERFORMANCE MEASURES

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 and King City.
3. CONTRACTOR shall interview referred CalWORKs customers within ten (10) business days of receipt of a referral (PLAN 103 CIV) 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 thirty (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 conduct educational assessments for referred CalWORKs customers interested in participating in the Tri-County Building and Construction Trades Apprenticeship Program [TBCTAP], complete and submit educational assessment reports to the COUNTY within thirty (30) days

Exhibit A-1

from the date that a CalWORKs customer is referred by the COUNTY using a CO 205 Response to Referral form (Exhibit F), and develop individual customer academic achievement coaching plan/schedule based on the customer's assessment results. CONTRACTOR shall 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. Other identified issues, such as physical/mental problems,
 - d. Areas of educational strength, or
 - e. Areas of educational deficiency; and
 - f. A summary of the participant's condition to include employment and participation in the TBCTAP, including recommendations for additional services such as Academic Achievement Coaching, as appropriate, or any suspected conditions that the CWES Case Manager may need to discuss with the customer and generate a referral.
6. CONTRACTOR shall complete and submit learning disability accommodation reports to the COUNTY and school or worksite (as required by school or worksites) within thirty (30) days from the date that a CalWORKs customer is referred by the COUNTY.
7. 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.
8. CONTRACTOR shall provide annual training for COUNTY staff and CalWORKs Employment Services (CWES) partners.
9. CONTRACTOR shall provide services to CWES customers 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 shall be conducted at a minimum once per week and provides individual and group participation to address the disability which prevents success in Welfare to Work participation [academic achievement coaching].
- a. Services include individualized programming for each customer and retesting in memory and academic skill development after thirty (30) sessions to document progress. Services are provided by a clinical specialist.
 - b. COVID-19 Pandemic services include assisting and coaching CWES customers with increasing their academic and technology skills in order to assist their children with online educational / academic instruction.

Exhibit A-1

10. CONTRACTOR shall provide academic achievement coaching services to referred WTW customers who have participated in an educational assessment, have been found to meet the TBCTAP's academic requirements and have committed to prepare themselves for the program's entrance exam.
 - a. The Academic Achievement Coaches will utilize Building Trades Multi-Craft Core Curriculum (MC3) entrance practice exams to prepare eligible customers for the program's entrance exam.
 - b. This service shall be conducted at a minimum two (2) times per week in three (3) hour sessions and provides individual and group participation in a variety of topics to prepare for the program's entrance exam.
 - c. Services include individualized programming for each customer and retesting in memory and academic skill development after thirty (30) days to document progress.
 - d. Services are provided at the Salinas One-Stop Career Center at 730 La Guardia Street in Salinas by a clinical specialist.
11. CONTRACTOR shall advocate on behalf of CalWORKs WTW Program adults who have great difficulty in understanding and/or navigating the special education testing processes and/or individualized education plan (IEP) processes with local school district within Monterey County or the Monterey County Office of Education.
12. CONTRACTOR shall provide diagnostic and limited educational services / academic achievement coaching to the children of CalWORKs WTW Program customers who have unmet and documented severe educational/learning needs. CONTRACTOR collaborates with COUNTY to initiate appropriate service referrals for these CalWORKs children.
13. CONTRACTOR shall participate in Multidisciplinary Team meetings to assist customers in the CalWORKs Family Stabilization program as needed.
14. CONTRACTOR shall participate in annual Employment Services Contract Providers meeting convened by CWES that includes all CWES subcontractors.
15. CONTRACTOR shall respond to and resolve deficiencies in meeting the service requirements in this Agreement within two (2) business days of the deficiency being identified through contract monitoring or reported by the CWES Contract Manager. Identification and response shall be captured in written communication. Corrective actions shall be agreed upon by both parties. Corrective actions shall be implemented as soon as deemed possible by both parties. Uncorrected deficiencies may result in delayed payment of monthly invoicing and/or termination of this agreement."

V. TARGET POPULATIONS

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:
 - i. The California State Department of Social Services approved Learning Needs Screening (WTW 18), or
 - ii. Being previously identified as having learning problems (for example, were in Special Education classes during all or part of grades kindergarten through 12), or
 - iii. The statewide Online CalWORKs Appraisal Tool (OCAT), Section B4, Learning Disabilities
 - b. Are suspected of having a learning disability, even though the results of the learning disabilities screening (WTW 18 or OCAT, Section B4) 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.

Additional target populations added for FY 2021 through FY 2023

2. CalWORKs WTW Program adults who have low academic skills and low technology skills who have expressed the need for assistance in providing educational or technical support to their elementary school children with online academic instruction. This is in alignment with CalWORKs 2.0 goals of being whole family focused by customizing the evolving needs of each family and keeping children out of poverty while supporting parents reaching self-sufficiency.
3. Elementary aged school children of CalWORKs WTW Program adults who have severe unmet educational / learning needs, which helps meet one of the overarching CalWORKs 2.0 goals to break the cycle of poverty and eliminate second generational poverty.
4. CalWORKs adults who meet the criteria for the Tri-County Building and Construction Trades Apprenticeship Program. Customers:
 - a. Must be interested in a career in construction
 - b. Must be 18 years old or older
 - c. Must possess a High School diploma/HSE certificate or completed higher education

- d. Must possess a valid California Driver's License
- e. Must be able to work legally in the US
- f. Must be able to pass a drug screening
- g. Are associated with one category of the program's target population: Disadvantaged and disconnected job seekers; specifically (a) young adults (ages 18-25), (b) racial and ethnic minorities, (c) women, (d) disadvantaged youth, (e) veterans, and (f) formerly incarcerated individuals.

VI. COMPLIANCE & MONITORING

1. COUNTY (CWES) will conduct a minimum of two (2) contract monitoring visits to evaluate service delivery and CONTRACTOR performance in relation to targets, goals, and responsibilities. CWES will provide written documentation of contract monitoring findings and recommendations to CONTRACTOR at the conclusion of each visit.
2. The CONTRACTOR's licensed LD Evaluator signs all LD Evaluation Reports; Worksite/School Accommodation Reports and CW 61 forms issued regarding CalWORKs customers. [Licensed clinicians recognized by State regulations.]
3. The CONTRACTOR provides an invoice and monthly service detailed report data as displayed in **Exhibit C** and **Exhibit K** and **Exhibit K-1** by the 10th of each month for the prior service / report month.
4. The CONTRACTOR conducts LD Evaluation interviews within seven (7) days of referral.
5. The CONTRACTOR conducts Educational Assessment interviews within seven (7) days of referral.
6. The CONTRACTOR completes and submits LD Evaluation Reports and/or Worksite / School Accommodation Reports within 30 days of referral.
7. The CONTRACTOR completes and submits Educational Assessment Reports within 30 days of referral.
8. The CONTRACTOR provides training to Employment Services staff as needed.
9. The CONTRACTOR participates in annual Contract Providers' meeting / event.
10. The CONTRACTOR participates in Family Stabilization Multidisciplinary Team Meetings, as needed.
11. The CONTRACTOR provides Academic Achievement Coaching / LD Tutoring / direct instruction to CalWORKs customers following the LD Evaluator's individualized service programming plans.
12. The CONTRACTOR will respond to and resolve deficiencies in meeting the service requirements in this Agreement within two (2) business days of the

deficiency being identified through contract monitoring or reported by the CWES contract manager.

- a. Identification and response shall be captured in written communication.
 - b. Corrective actions shall be agreed upon by both parties.
 - c. Corrective actions shall be implemented as soon as deemed possible by both parties.
 - d. Uncorrected deficiencies may result in delayed payment of monthly invoicing and/or termination of this agreement.
13. The CONTRACTOR will ensure appropriate staffing to support the administration and service provided for in this Agreement. Ensure replacement staffing is available to continue the uninterrupted provision of services under this Agreement in the event of staffing vacancies related to sickness, absence, or staffing changes.

VII. COUNTY RESPONSIBILITIES

COUNTY shall:

1. Conduct Learning Disability screenings using the state-approved Online CalWORKs Appraisal Tool (OCAT), Section B4, Learning Needs [initial Appraisal activity] or the WTW 18, Learning Needs Screening Tool [post Appraisal].
2. Review with CalWORKs customers whether they have previously been determined to have a Learning Disability, for example, by a school district, County Office of Education, or the Department of Vocational 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 by creating a 'Need' in C-IV and completing and sending the PLAN 103 CIV Referral Form via secure email.
5. Respond promptly to calls from the CONTRACTOR and provide additional information requested by the CONTRACTOR within two (2) business days.
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, including the CO 205 form and Recommendations Checklist from the CONTRACTOR.
8. Work with CalWORKs customers, WTW service providers, and employers to implement the reasonable accommodations recommended in Learning Disability Evaluations.

Exhibit A-1

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.
11. Conduct a minimum of two (2) contract monitoring visits to evaluate service delivery and CONTRACTOR performance in relation to targets, goals, and responsibilities. Provide written documentation of contract monitoring findings and recommendations to CONTRACTOR at the conclusion of each visit.

VIII. UNIT OF SERVICE DEFINITION & BUDGET – PER FISCAL YEAR

Units of service are defined as follows [FY 2018-2021]:

Unit Type	Estimated Units	Cost per unit	Total Cost
WAIS IV English Evaluation & Report OR Spanish Evaluation & Report	142.0	\$650.00	\$92,300.00
School or Worksite Required Accommodations Report	15.0	\$65.00	\$975.00
TOVA ADHD Evaluation & Report	100.0	\$100.00	\$10,000.00
Consultation & Staff Training Hours	25.0	\$100.00	\$2,500.00
Customer No Show When a customer does not cancel/does not show for scheduled evaluation.	36.0	\$35.00	\$1,260.00
CW 61 Completion Completed when COUNTY requests CONTRACTOR performs this service.	85.0	\$65.00	\$5,525.00
LD Tutoring / Direct Instruction	572.0	\$100.00	\$57,200.00
LD Training Materials	1.0	\$240.00	\$240.00
Total			\$170,000.00

Funding: Federal Catalog 93.558 Temporary Assistance to Needy Families (TANF)

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Exhibit A-1

Units of service are defined as follows [FY 2021-2023]:

Unit Type	Estimated Units	Cost per unit	Total Cost
WAIS IV English Evaluation & Report - WTW OR Spanish Evaluation & Report – WTW	100.0	\$650.00	\$65,000.00
Educational Assessments – TBCTAP	65.0	325.00	21,125.00
School or Worksite Required Accommodations Report	15.0	\$65.00	\$975.00
TOVA ADHD Evaluation & Report	80.0	\$100.00	\$8,000.00
Advocacy with local school district re: Learning Needs	48.0	65.00	\$3,120.00
Consultation & Staff Training Hours	48.0	\$100.00	\$4,800.00
Customer No Show When a customer does not cancel/does not show for scheduled evaluation.	48.0	\$50.00	\$2,400.00
CW 61 Completion Completed when COUNTY requests CONTRACTOR performs this service.	85.0	\$65.00	\$5,525.00
Academic Achievement Coaching – WTW	750.55	\$100.00	\$75,055.00
Academic Achievement Coaching – TBCTAP	300.0	100.00	\$30,000.00
LD Training Materials	1.0	\$4,000.00	\$4,000.00
Total			\$220,000.00

Funding: Federal Catalog 93.558 Temporary Assistance to Needy Families (TANF)

IX. PAYMENT PROVISIONS AND DATA REPORTING

1. CONTRACTOR shall provide to the COUNTY Contract Manager with:
 - a. A completed monthly invoice, **EXHIBIT C**, no later the 10th of the month following the month services were rendered.
 - 1) The invoices shall contain the original signature of the person authorized to submit claims for payment, and any required documentation, as noted on the applicable invoice form, shall be submitted with the invoice.
 - 2) COUNTY Contract Manager shall review and forward the approved invoice to the Administrative Services Branch for payment processing.
 - b. Complete a Monthly Detailed Service Report, **Exhibit K**, which contains the following data elements:
 - 1) CIN Number
 - 2) CIV Case Number

- 3) Customer Last Name, First Name
- 4) Date of Referral (via PLAN 103 CIV)
- 5) Reason for Referral (Service provided)
- 6) Date of 1st Appointment
- 7) Attended 1st Appointment? (Y/N)
- 8) Service Begin Date
- 9) LD Evaluation or Educational Assessment Report Date
- 10) Service Amount
- 11) Monthly Status
- 12) Service Outcome

Exhibit K is an enhanced version of the former detailed invoice list.

- c. Complete a Monthly Academic Achievement Coaching Services Detail Report, **Exhibit K-1**, which contains the following data elements:
 - 1) CIN Number
 - 2) CIV Case Number
 - 3) Customer Last Name, First Name
 - 4) Date of Referral (via PLAN 103 CIV)
 - 5) Academic Achievement Coaching Dates (...for services provided)
 - 6) Academic Achievement Coaching Service End Date
 - 7) Total number of services hours for report month
 - 8) Service Outcome / Progress Notes [Indicate WTW or TBCTAP]
 - d. Complete Monthly Service Detail Reports, **Exhibits K and K-1**, due no later the 10th of each month. Claims for payment cannot be processed until the monthly data reports have been received, verified, and approved.
2. COUNTY shall pay CONTRACTOR in accordance with Article I of **Exhibit B, PAYMENT BY COUNTY**.

The maximum amount to be paid by COUNTY to CONTRACTOR under this Agreement per fiscal year [July 2018 ~ June 2021] shall not exceed One Hundred Seventy Thousand Dollars (\$170,000.00).

The maximum amount to be paid by COUNTY to CONTRACTOR under this Agreement per fiscal year [July 2021 ~ June 2023] shall not exceed Two Hundred Twenty Thousand Dollars (\$220,000.00).

The maximum amount to be paid by COUNTY to CONTRACTOR under this Agreement shall not exceed Nine Hundred Fifty Thousand Dollars (\$950,000.00).

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