

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT, hereinafter referred to as Amendment No. 1, is made and entered into this 22nd day of April, 2025, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "County," and **Brain Learning Psychological Corporation**, a California corporation, whose address is 8414 Lemon Ave, STE B, La Mesa, CA, 91941, hereinafter referred to as "Contractor."

RECITALS:

- A. The parties entered into that certain Agreement, identified as County Agreement No. A-23-048, effective January 24, 2023, for CalWORKs Welfare-to-Work (WTW) Specialized Assessments for County's Departments of Social Services (DSS); and
- B. County has identified a need to increase the maximum compensation under the Agreement to continue providing uninterrupted assessment services to WTW participants in accordance with California Department of Social Services Manual of Policy and Procedures Section 42-711; and
- C. The parties desire to amend the Agreement regarding changes as stated below and restate the Agreement in its entirety.

The parties therefore agree as follows:

1. That the existing County Agreement No. A-23-048, Page Two (2), Section Two (2) beginning with Line Two (2), with the word "The" and ending on Page Two (2), Line Five (5) with the word "period" be deleted and the following inserted in its place:

"The term of this Agreement shall commence on January 24th, 2023, through and including June 30th, 2026. This Agreement may be extended for one (1) additional consecutive twelve (12) month period upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period"

2. That the existing County Agreement No. A-23-048, Page Three (3), Section Four (4) beginning with Line Six (6), with the word "For" and ending on Page Three (3), Line Twenty-Two (22) with the word "days" be deleted and the following inserted in its place:

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1 “For actual services provided pursuant to the terms of this Agreement, County agrees to pay
2 Contractor and Contractor agrees to receive compensation in accordance with revised Exhibit B,
3 Budget Summary. In no event shall compensation paid for services performed under this Agreement
4 be in excess of Two Million, Thirty-Three Thousand, Sixty-Three and 0/100 Dollars (\$2,033,063) for the
5 period of January 24, 2023 through June 30, 2027.

6 It is understood that all expenses incidental to Contractor’s performance of services under this
7 Agreement shall be borne by Contractor. If Contractor should fail to comply with any provision of the
8 Agreement, County shall be relieved of its obligation for further compensation. Any compensation
9 which is not expended by Contractor pursuant to the terms and conditions of this Agreement shall
10 automatically revert to County.

11 The services provided by the Contractor under this Agreement are funded in whole or in part by
12 the State of California and the United States Federal government. In the event that funding for these
13 services is delayed by the State Controller or the Federal government, County may defer payment to
14 Contractor. The amount of the deferred payment shall not exceed the amount of funding delayed to the
15 County. The period of time of the deferral by County shall not exceed the period of time of the State
16 Controller’s or Federal government’s delay of payment to County plus forty-five (45) days.”

17 3. That, effective May 1, 2025, all references in existing County Agreement No. A-23-048 to
18 “Exhibit A” shall be changed to read “Revised Exhibit A,” which is attached hereto and incorporated herein
19 by this reference.

20 4. That, effective May 1, 2025, all references in existing County Agreement No. A-23-048 to
21 “Exhibit B” shall be changed to read “Revised Exhibit B,” which is attached hereto and incorporated herein
22 by this reference.

23 5. The Contractor represents and warrants to the County that:

24 a. The Contractor is duly authorized and empowered to sign and perform its obligations
25 under this amendment.

26 b. The individual signing this Amendment on behalf of the Contractor is duly authorized
27 to do so and his or her signature on this Amendment legally binds the Contractor to the terms of this
28 Amendment.

6. County and Contractor agree that this Amendment No. 1 is sufficient to amend Agreement No. A-23-048 and, that effective May 1, 2025, the original Agreement and this Amendment No. 1, shall together be considered the Agreement.


The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in this Agreement not amended herein shall remain in full force and effect. This Amendment No.1 shall become effective May 1, 2025.

[SIGNATURE PAGE FOLLOWS]


1 The parties hereto have executed this Amendment No. 1 to Agreement 23-048 as of the day and year
2 first hereinabove written.

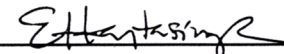
3 **Contractor:**
4 **Brain Learning Psych. Corp.**

County Of Fresno:

5 
6 Print Name: Dr. Rienzi Haytasingh


7 Title: President
8 President


Ernest Buddy Mendes, Chairman of the Board of
Supervisors of the County of Fresno

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10
11 
12 Print Name: Erin Haytasingh

13 Title: Vice President
14 Vice President

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 
Deputy

15
16 Mailing Address:

17 8414 Lemon Ave, Ste B
18 La Mesa, CA 91941
19 Contact: Rienzi Haytasingh, CEO
Phone No.: (619) 324-9764

20
21 FOR ACCOUNTING USE ONLY:
22 Fund/Subclass: 0001/10000
23 Organization: 56107001
24 Account/Program: 7870

25 SB: jcd
26
27
28

SUMMARY OF SERVICES

ORGANIZATION: Brain Learning Psychological Corp (Brain Learning)

SERVICES: Welfare-to-Work Specialized Assessments

ADDRESS: 8414 Lemon Ave, Ste B, La Mesa, CA 91941

SERVICE ADDRESS: 6061 N Fresno St, Fresno, CA 93710

TELEPHONE: (619) 324-9764

CONTACT: Dr. Rienzi Haytasingh

EMAIL: rienzi.calworks@brainlearning.com

I. SUMMARY OF SERVICES

Brain Learning (CONTRACTOR) shall provide in-person or virtual specialized assessment services for referred CalWORKs participants, residing in Fresno County, who have limited English speaking ability, potential learning disabilities, and other unique needs. Participants in the Fresno metro area shall be served in person in CONTRACTOR's office or CONTRACTOR may utilize one of the various DSS metro sites. In the event participants in the Fresno metro area cannot attend their in-person assessment, CONTRACTOR may assess the participant virtually. Participants outside of the Fresno metro area may be assessed virtually or CONTRACTOR may utilize one of the various DSS rural sites for in-person assessments.

The CalWORKs participants to be assessed will be identified and referred by the County of Fresno's Department of Social Services (DSS). Additionally, DSS will identify and determine appropriate types of assessments for each CalWORKs participant.

CONTRACTOR shall administer assessments based on the DSS determination. DSS will use the assessments for the following purposes:

- Provide an evaluation of the CalWORKs participants' academic abilities, aptitudes, and work history.

- Develop a report for each CalWORKs participant based on test results and information obtained in client interviews.

- Provide services in accordance with the WIC Division 9, Part 3, Chapter 2, Article 3.2, section 11325.4, requires the Department to provide specialized assessments for participants to develop a WTW plan.

Provide a Third-Party review of WTW Plans written by DSS as requested and determine if the plan is appropriate.

CONTRACTOR shall also ensure that Limited English Proficient (LEP) clients have meaningful, effective, and equal access at every point of contact with project services. Interpreting costs may be billed to this agreement, but only for services to non-English non-Spanish speaking individuals.

II. TARGET POPULATION

Services will be targeted to only CalWORKs WTW recipients identified and referred through DSS.

III. STAFFING

CONTRACTOR will have trained and qualified professionals conducting assessments, with minimum of a master's degree in School Psychology with a Pupil Personnel Services (PPS) credential.

IV. CONTRACTOR'S RESPONSIBILITIES

CONTRACTOR will call the client within two business days from receipt of referral to schedule the assessment. When the client is available to schedule for testing, CONTRACTOR will schedule the appointment to be within 7 days. If after 6 business days the client is unable to be reached, CONTRACTOR will notify the County.

CONTRACTOR will provide a separate written report of results for all referred CalWORKs WTW participants within seven business days from completion of the scheduled assessment. Assessment results are to be used by the Department in the development of the participant's WTW Plan and to determine whether a participant should be exempt from WTW participation.

A. Limited English Proficient (LEP) Assessments and Learning Disability Evaluation (LDE) Assessments

CalWORKs participants exhibiting limited or non-English speaking ability will be referred to CONTRACTOR for **LEP Assessments**. The majority of participants will have a primary language of Spanish; however, additional languages are anticipated.

CalWORKs participants suspected of having a learning disability, requesting LDE assessment, or otherwise deemed appropriate by DSS will be referred to CONTRACTOR for **LDE Assessments**.

1. Testing and Evaluation Process:

Testing will be individualized and tailored to meet the particular needs of each client. Test selection and administration will be done according to the needs and capabilities of the participant. Tests selected must be free of cultural bias and

should be modified to suit the needs of limited English speakers, when applicable.

2. Reporting Process:

For all assessments, a separate written report will be developed based on individual interviews, discovery, and assessment results.

The report shall include, but not be limited to, the following: A summary of the participant's assessment results, findings and condition, areas of strengths and weaknesses, general aptitude and cognitive level, language competency, relevant educational and vocational history and interests, short/long-term employment goals, vocational recommendations, employment market information, local resources, recommendations for additional supportive services, and documentation of recommended accommodations.

A meeting to discuss the results shall be held with the psychologist, client, and Job Specialist during County's normal business hours and tailored to days and time frame that work best for the client and Job Specialist.

B. Third-Party Assessment

CalWORKs participants have the right to be referred to a Third-Party assessment when they do not agree with the results of their DSS WTW Plan. Upon specific request and referral from DSS, CONTRACTOR will provide an impartial Third-Party review of WTW Plan(s) developed by DSS staff.

Evaluation Process:

The WTW Plan includes a vocational assessment of the participants' employment goals, education, work experience, and labor market information.

Upon receipt of the WTW Plan, the CONTRACTOR will perform a thorough review of the vocational assessment administered by DSS and review the developed WTW Plan.

Based on this review, a determination will be made as to whether or not the assessment results and plan are valid, or a new plan is needed. If it is deemed appropriate, the CONTRACTOR will complete the LEP and LDE assessments necessary to develop a new plan for the participant.

The results of the Third-Party assessments are binding between the DSS and the participant.

C. Outreach Activities

CONTRACTOR will provide outreach information to DSS staff and clients at no charge, in order to inform about learning disabilities and the ability to test for them through CONTRACTOR's services.

1. Staff training presentations may be requested up to 5 times per year. These are meant to educate staff on how to identify a potential learning disability as well as inform them of the breadth of services offered by the vendor. They may be performed in person or virtually.
2. WTW Client Orientation videos may be requested. The video should include information to market assessment services to clients and will be played during WTW Orientation activities. Updates may be requested up to once per year.
3. Brain Learning presentations will be provided up to twice per month, up to 24 times per year. This includes presentations to participants of the DSS Job Readiness program, JobWISE. This should educate clients about learning disabilities and market CONTRACTOR's services to participants. These may be provided in person or virtually.

V. COUNTY RESPONSIBILITIES

DSS shall be responsible for the following activities:

1. Provide the CONTRACTOR CalWORKs referrals determined appropriate for LEP, LDE, or Third-Party Assessment.
2. Provide CONTRACTOR a quiet and adequate conference room for group testing, or a private interview room for individual testing at Coalinga, Kerman, Reedley, and Selma regional offices.
3. Provide current information and/or training to CONTRACTOR's staff on specific areas/functions of the CalWORKs program when determined helpful and/or needed for the successful delivery of the specialized assessments.
4. Provide all needed and appropriate supportive services for participants including childcare, transportation, or other ancillary support services.
5. Work with CONTRACTOR's staff for compliance resolution, including good cause determination and sanction.
6. Meet with CONTRACTOR's staff as often as needed to monitor services, exchange pertinent information, resolve problems, and work together to coordinate services.

VI. REPORTS AND OUTCOMES

CONTRACTOR shall provide complete and accurate monthly activity reports to the County, in a report format approved by the County, within 21 days following the month in which the services are rendered.

CONTRACTOR shall meet the following expectations:

1. 100% of assessments will be scheduled within 7 days* of reaching the participant.
*Exception to be given when appointment is available but participant is not.
- 1a. 100% of participants that cannot be reached to schedule an initial appointment within 6 business days of receiving the referral shall send a notification e-mail to the DSS WTW Specialized Assignments mailbox.
2. 95% of assessment results reports will be provided to DSS within 7 business days from assessment completion.

CONTRACTOR shall meet the following outcomes:

1. A minimum of 90% of all referred participants who attend their appointments will complete the assessment.
2. A minimum of 75% of assessed participants* that are identified with a learning disability will attend their results meeting.
*LEP assessments will not be counted.

Rates By Service

Contractor: Brain Learning Psychological Corporation
Max Compensation: \$2,033,063
Term: January 24, 2023 to June 30, 2024
 July 1, 2024 to June 30, 2025
 July 1, 2025 to June 30, 2026
 July 1, 2026 to June 30, 2027 (optional)

Service	Term	Rate
Limited English Proficiency (LEP) Assessment and Report	January 2023 to June 2024	\$1,300.00
	July 2024 to June 2025	\$1,400.00
	July 2025 to June 2026	\$1,400.00
	July 2026 to June 2027	\$1,500.00
Learning Disability Evaluation (LDE) Assessment and Report	January 2023 to June 2024	\$1,300.00
	July 2024 to June 2025	\$1,400.00
	July 2025 to June 2026	\$1,400.00
	July 2026 to June 2027	\$1,500.00
Independent Assessment (Third Party Review) and Report	January 2023 to June 2024	\$250.00
	July 2024 to June 2025	\$300.00
	July 2025 to June 2026	\$300.00
	July 2026 to June 2027	\$350.00
Interpreter Services (per minute rate) for non-English/non-Spanish speakers	January 2023 to June 2024	\$4.00
	July 2024 to June 2025	\$4.00
	July 2025 to June 2026	\$4.00
	July 2026 to June 2027	\$4.00
Monthly Activities: Prepare Monthly Invoice/Reports, Ongoing Communication with DSS	January 2023 to June 2024	\$0.00
	July 2024 to June 2025	\$0.00
	July 2025 to June 2026	\$0.00
	July 2026 to June 2027	\$0.00
No-Shows/Cancellations	January 2023 to June 2024	\$0.00
	July 2024 to June 2025	\$0.00
	July 2025 to June 2026	\$0.00
	July 2026 to June 2027	\$0.00

Produce New or Update WTW Client Orientation Video (Once per year)	January 2023 to June 2024	\$0.00
	July 2024 to June 2025	\$0.00
	July 2025 to June 2026	\$0.00
	July 2026 to June 2027	\$0.00
Informational Training Presentations for DSS Staff (Up to 5 times a year)	January 2023 to June 2024	\$0.00
	July 2024 to June 2025	\$0.00
	July 2025 to June 2026	\$0.00
	July 2026 to June 2027	\$0.00
JobWISE Presentations (Twice per month)	January 2023 to June 2024	\$0.00
	July 2024 to June 2025	\$0.00
	July 2025 to June 2026	\$0.00
	July 2026 to June 2027	\$0.00

All other expenses incidental to Contractor's performance of services under this Agreement shall be borne by Contractor.