

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA
AND
J. REID MCKELLAR, PH.D
A PSYCHOLOGY CORPORATION**

This agreement is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency, Children's Services (County), and J. Reid McKellar, Ph.D, Inc., a California Corporation, (Consultant), for the provision of Individual Psychological Evaluations, Adoption Psychological Evaluations, Psychotherapy, Parent/Child Bonding Assessments and Sibling Assessments.

Section 1. DEFINITIONS.

For the purposes of this agreement, the following definitions shall apply:

Adoption Psychological Evaluation: means a written evaluation of an Individual, undertaken by a licensed psychologist pursuant to this agreement, that entails structured interviews of and administration of psychological tests to children or youth for the purpose of identifying and/or ruling out functional impairments and to provide diagnostic clarification in relationship to treatment planning services and full disclosure regulations in the adoption process.

Children's Services Clinical Division Chief means County's Children's Services - Clinical Division Chief/Program Manager or designee.

County Fiscal Year means the 12-month period, which commences on July 1st and ends on June 30th of the following calendar year.

Individual means a person referred by County (pursuant to a Referral for Services) to Consultant for an Individual Psychological Evaluation, a Parent/Child Bonding Assessment or Sibling Assessment.

Individual Psychological Evaluation means a written evaluation of an Individual, undertaken by a licensed psychologist pursuant to this agreement and in accordance with a Referral for Services, that includes, but is not limited to, administration of psychological tests, structured interviews, and review of available records and documentation, in order to evaluate for the presence of psychological disorders, psychopathy, or personality characteristics that may have an impact upon the Individual's behavior with respect to his/her parenting skills. Each Individual Psychological Evaluation must also contain, when identified by the licensed psychologist, a diagnosis, as defined by the agreed upon edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM), of the Individual. Any diagnosis of a mental disorder must be consistent with the diagnostic criteria contained in the agreed upon edition of the DSM.

Licensed Therapist means a psychologist currently licensed by the California Board of Psychology of the California Department of Consumer Affairs.

Parent/Child Bonding Assessment means an assessment whose goal is to determine the nature and quality of the child's relationship with birth and/or foster parents, often to address the question of who occupies the position of greatest centrality in a child's emotional life. This is roughly equivalent to determining which adult(s) serve as the "psychological parent" to the child. Birth and/or foster parent capacity to engage in appropriate parenting behaviors are also evaluated in the context of parent/child interactions.

While each evaluator may conduct a bonding assessment in different ways, there are common themes. Typically, the evaluator pays close attention to certain characteristics between the parent and the child such as:

- The Frequency and nature of touching between parent and child as an index of comfort level;
- Comfort seeking and guidance seeking behavior by the child;
- The capacity of the parent to engage the child effectively and to respond to the child's expressed needs in an appropriate manner;
- Whether the parent and child make eye contact and smile at each other;
- Whether the child displays signs of upset if a separation occurs during the session;
- How the parent responds to the child's signals of hunger, thirst, want of comfort, or need to use the bathroom;
- Whether the child is willing to explore the environment while the parent is in the same room.

Psychotherapy means the family focused treatment of mental and emotional disorders through the use of psychological techniques designed to encourage communication of conflicts and insight into problems, with the goal being relief of symptoms, changes in behavior leading to improved social and vocational functioning, and increased capacity to safely parent their children. Psychotherapy will be a brief intervention that addresses the referral questions/ areas of concern as referred by County.

Referral for Services means a written form, in the form of the Psychological Evaluation Referral Form, **Attachment A**, attached hereto and incorporated herein, signed by the Program Manager of Children's Services and used by County to identify the Individual and the type of service (Individual Psychological Evaluation, Psychotherapy, Parent/Child Bonding Assessment, or Sibling Assessment) to be performed by Consultant pursuant to this agreement.

Sibling Assessments are usually requested when the Agency needs assistance in addressing placement issues for one or more children in a sibling group. The factors to be addressed include the degree, duration, quality, and intensity of the sibling relationships; any safety risks associated with placement; possible long-term benefits as well as the

children's preferences. In completing assessments, it is important to recognize that sibling relationships vary greatly in both positive and negative qualities. In evaluating the quality of sibling relationships, the worker will want to look for warmth or affection between siblings, rivalry and hostility, interdependence, and relative power and status in the relationship, as well as determining how much time the siblings have spent together. The assessor will address behavioral and mental health symptoms that may impact the siblings' ability to be placed together. The assessment will address any further treatment needs which need to be addressed to alleviate the problems that could cause siblings to be separated.

Section 2. RESPONSIBILITIES OF CONSULTANT.

A. Services.

Pursuant to the terms and conditions of this agreement, Consultant shall:

- (1) Provide Individual Psychological Evaluations, Psychotherapy, Adoption Psychological Evaluations, Parent/Child Bonding Assessments, or Sibling Assessments that address the referral questions/ areas of concern as presented on the Referral for Services, **Attachment A**, attached and incorporated herein, using appropriate clinical techniques and protocols. The licensed psychologist who completes an Individual Psychological Evaluation, Psychotherapy, Adoption Psychological Evaluations, Parent/Child Bonding Assessment or Sibling Assessment must be available for consultation with County staff and may be called to testify in the Shasta County Juvenile Dependency Court. No additional issues beyond those raised in the Referral for Services shall be addressed in an Individual Psychological Evaluation, Psychotherapy, Adoption Psychological Evaluation, Parent/Child Bonding Assessment, or Sibling Assessment without prior written authorization from County. The number of sessions/hours authorized will be reflected in the Referral for Services form. No Psychological Evaluation/Assessment or Psychotherapy session shall be for a period of time more than the following prescribed time per session or evaluation/assessment:
 - a. Psychological Evaluations, Adoption Psychological Evaluations, Parent/Child Bonding Assessments, or Sibling Assessments – Maximum 8 hours per client.
 - b. Psychotherapy – Maximum of 8 sessions per client. (minimum 50 minutes per session.)
- (2) Obtain approval in writing and in advance from the Clinical Division Chief or her designee for additional hours above those indicated on the Referral for Services form. The Consultant must provide written justification to the Clinical Division Chief or her designee to request additional hours/sessions of service. No additional services shall be performed by Consultant unless approved in advance in writing by County.

- (3) Agree that each Referral for Services shall remain in effect for three months from the date stamped on the referral form. Consultant shall only provide, and only be compensated for, those assessments and evaluations specifically requested in a Referral for Services.
- (4) Contact clients referred by County and schedule each evaluation/assessment within 10 working days of Consultant's receipt of the Referral for Services.
- (5) Notify County within 15 working days of Consultant's receipt of the Referral for Services if client refuses to participate in referred services or if client is a "No-show" for scheduled services. Consultant shall provide services to client if client contacts Consultant within three months from the date stamped on the referral form.
- (6) Deliver each written Individual Psychological Evaluation, Psychotherapy Progress Report, Adoption Psychological Evaluation, Parent/Child Bonding Assessment, or Sibling Assessment prepared pursuant to this agreement to Children's Services, Program Analyst, 1313 Yuba Street, Redding, CA 96001. Each Individual Psychological Evaluation, Psychotherapy, Adoption Psychological Evaluations, Parent/Child Bonding Assessment, or Sibling Assessment prepared pursuant to this agreement must be received by County within 10 working days of completion of client contacts to perform assessment/evaluations.
- (7) Maintain a written record of the dates and hours spent providing the Individual Psychological Evaluations, Psychotherapy, Adoption Psychological Evaluations, Parent/Child Bonding Assessments, or Sibling Assessments under this agreement, including the name of each individual and child, and dates and duration of service for each service provided to those who have received an Individual Psychological Evaluation, Adoption Psychological Evaluation, Parent/Child Bonding Assessment, or Sibling Assessment. These records shall be mailed with each Monthly Statement (as provided for in Section 5.A.) to Children's Services, Program Analyst 1313 Yuba Street Redding, CA 96001. In lieu of mailing, Consultant may deliver the records and the corresponding Monthly Statement to Children's Services, Program Analyst, 1313 Yuba Street, Redding, CA 96001.
- (8) Assure that Consultants who provide Individual Psychological Evaluations, Psychotherapy, Adoption Psychological Evaluations, Parent/Child Bonding Assessments or Sibling Assessments under this agreement attend training at the request of County, regarding court testimony and child welfare issues.
- (9) If requested by County, ensure that each psychologist performing services pursuant to this agreement shall participate in County case staffing, team meetings, and attend County department meetings as requested by County.
- (10) Prior to entering into this agreement, provide proof of current licensure from the California Board of Psychology, California Department of Consumer Affairs. Provide proof of current licensure within ten working days of each

license renewal.

- (11) Provide written notification to Children's Services Program Analyst, 1313 Yuba Street, Redding, CA 96001, within 10 working days of any changes in status (i.e. license renewal, complaints filed with the licensing board or legal action) of Consultant providing the Individual Psychological Evaluations, Psychotherapy, Adoption Psychological Evaluations, Parent/Child Bonding Assessments, or Sibling Assessments under this agreement.
- (12) If requested by County, testify in the Shasta County Juvenile Dependency Court and provide consultation to County staff.

B. As required by Government Code section 7550, each document or report prepared by Consultant for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. Consultant shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Consultant shall add: "This [document or report] is one of [number] produced under this agreement."

C. Record Keeping/Reporting.

- (1) Consultant shall maintain, in the State of California, and in a form acceptable to County:
 - a. All books, records, documents, and other evidence pertaining to the costs and expenses incurred by Consultant pursuant to this agreement; and
 - b. Records concerning the services provided pursuant to this agreement, including, but not limited to, a log of the dates and hours spent providing the services prescribed in Section 2.A of this agreement (collectively, the Agreement Records).
- (2) All Agreement Records shall be open for audit and review by County, and by state and federal agencies, including the California Department of Social Services. Agreement Records shall be kept for a period of at least five years after termination, expiration, or cancellation of this agreement, or until all audits for compliance with the terms, conditions, and specifications of this agreement are completed, whichever is later. This provision shall survive the termination, expiration, or cancellation of this agreement.
- (3) Consultant shall provide all information pertaining to this agreement necessary for reports required by County, and by the state or federal

government. Consultant shall fully cooperate with County in providing any information and/or records needed by any government entity concerning this agreement.

D. Client Grievances.

Consultant shall promulgate and implement written procedures (Grievance Procedures) whereby recipients of services shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services pursuant to this agreement. Consultant shall provide a copy of Consultant's Grievance Procedures to County upon request for County's approval prior to use. County's Health and Human Services Agency, Children's Services Branch Director (Branch Director) shall be notified in writing within 10 business days of:

- (1) Learning of all grievances and the nature thereof; and
- (2) Resolution of a grievance or conclusion of the grievance process, including the results.

E. Investigation of Illegal Use of Agreement Funds.

- (1) Consultant shall take reasonable steps to prevent the illegal use of agreement funds. Consultant agrees to notify County of any suspected illegal use of agreement funds. Consultant shall meet with County or its delegate for consultation when there is suspected illegal use of funds. Consultant shall cooperate with County or its delegate in any way necessary in the investigation of potential illegal use of agreement funds.
- (2) Consultant shall provide County or its delegate with any relevant information requested and shall permit County or its delegate access to Consultant's premises, upon reasonable notice, during normal business hours for the purpose of conducting interviews and inspecting and copying books, records, accounts, and other materials that may be relevant to a matter under investigation for potential illegal use of agreement funds.

F. Staff and Volunteers.

Consultant shall ensure, and provide written verification thereof to County, that all staff and volunteers working or providing services under this agreement receive appropriate clearance following a federal and state criminal records check and a California Department of Motor Vehicles record check.

G. Acknowledgement.

Consultant shall acknowledge the funding source of all activities undertaken pursuant to this agreement by including in any educational and training materials, audio visual aids, interviews with the press, flyers, or publications the following

statement: "This activity (or program) has been funded (or sponsored) by the County of Shasta through the California Department of Social Services."

Section 3. RESPONSIBILITIES OF COUNTY.

- A. County shall compensate Consultant as prescribed in sections 4 and 5 of this agreement and shall monitor the outcomes achieved by Consultant.
- B. County will evaluate the completeness and quality of reports submitted by Consultant based on the following criteria:
 - (1) How well the Consultant has addressed the questions on the Referral for Services; and
 - (2) Timeliness of completing all referred work.

Section 4. COMPENSATION.

- A. Consultant shall be paid after satisfactorily completing Consultant's responsibilities as prescribed in Section 2.A. of this agreement at the rate of \$130 per hour, prorated in quarter hour increments for time spent performing Individual Psychological Evaluations, Adoption Psychological Evaluations, Parent/Child Bonding Assessments, or Sibling Assessment.
- B. Consultant shall be paid at the rate of \$80 per Psychotherapy session and \$80 per hour to attend County requested meetings or trainings as referenced in Section 2 A. Subsection 8 and 9.
- C. Consultant shall be paid at the rate of \$150 per hour, prorated in quarter hour increments, for Court testimony (including time spent waiting to testify beginning at the time the Consultant was scheduled to appear at court).
- D. In no case whatsoever shall the maximum amount payable under this agreement exceed \$150,000.
- E. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 5. BILLING AND PAYMENT.

- A. Consultant shall submit to HHSA Business and Support Services, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005, monthly by the 15th of each month, for the prior month's services, a billhead or invoice regularly used in the conduct of business of the Consultant, along with any supporting documentation of services rendered County pursuant to this agreement. Invoice shall contain as a minimum: client name, type and hours of service provided and dates of service provided. County shall make payment within 30 days of receipt of Consultant's

correct, complete and approved statement or invoice. For the final month or portion thereof that this agreement is in effect, Consultant shall submit a final statement of services rendered for the final month or portion thereof that this agreement was in effect, by the 15th of the following month, and County shall make payment of the final correct and approved statement by the 30th of that following month. For purposes of effectuating payment of compensation this provision shall survive the termination or expiration of this agreement.

- B. Compensation under this agreement shall be reduced by applicable Consultant revenues. The term “applicable Consultant revenues” refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Consultant’s compensation under this agreement (such as, but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments of overpayment, or other erroneous charges). To the extent that applicable Consultant revenues, accruing or received by Consultant relate to allowable costs, they shall be credited to County either as a reduction, or a cash refund, as appropriate.
- C. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 6. TERM OF AGREEMENT.

The initial term of this agreement shall be for one year beginning July 1, 2017 and ending June 30, 2018. The term of this agreement shall be automatically renewed for two additional one-year terms at the end of the initial term, under the same terms and conditions unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County’s Board of Supervisors appropriates funds for this agreement in County’s budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

Section 7. TERMINATION OF AGREEMENT.

- A. If Consultant materially fails to perform Consultant’s responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant’s responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined by County that Consultant was not in default or the default was excusable, then the notice of

termination shall be deemed to have been given without cause pursuant to paragraph B of this Section 7.

- B.** Either Party may terminate this agreement without cause on 30 days' written notice to Consultant.
- C.** County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D.** County may terminate this agreement immediately upon oral notice should County or Consultant not be able to comply with the obligations of this agreement due to any material cause which is beyond the reasonable control of County or Consultant, including, but not limited to: fire, explosion, lightning, power surges or outages, strikes or labor disputes, acts of God, civil disturbances, acts of civil or military authorities, acts of terrorism, fuel or energy shortages, acts and/or omissions by third party communications carriers, or any other cause beyond County's or Consultant's control.
- E.** County's right to terminate this agreement may be exercised by the Shasta County Board of Supervisors, by County's Executive Officer, or by County's HHSA Director or any HHSA Branch Director designated by the HHSA Director.
- F.** Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- G.** If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

Section 8. ENTIRE AGREEMENT; AMENDMENTS; ATTACHMENTS/HEADINGS; EXHIBITS/APPENDICES.

- A.** This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B.** No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and the HHSA Director or HHSA Branch Director, designated by the HHSA Director provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).

- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's attachments, exhibits or appendices, the provisions of this agreement shall govern.

Section 9. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

Inasmuch as this agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

Section 10. EMPLOYMENT STATUS OF CONSULTANT.

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

Section 11. INDEMNIFICATION.

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Consultant shall also, at Consultant's own expense, defend the County, its elected officials, officers, employees, agents and volunteers against any claim, suit, action or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any Subcontractor, or in any capacity.

Consultant shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Consultant's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 12. INSURANCE COVERAGE.

- A.** Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the County and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by County.
- B.** Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the County, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C.** Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence, \$3 million aggregate.
- D.** Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- E.** With regard to all insurance coverage required by this agreement:

- (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
- (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
- (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds* and provides that coverage *shall not be reduced or canceled without 30 days written prior notice certain to the County*. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
- (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured;
and
 - b. Separately to each suit insured against whom a claim is made or suit is brought."
- (5) Consultant shall provide the County with an endorsement or amendment to Consultant's policy of insurance as evidence of insurance protection before the effective date of this agreement.
 - (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide, at least

20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide County a certificate of insurance reflecting those limits.
- (8) Any of Consultant's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County.

Section 13. SUBCONTRACTORS.

Consultant shall not subcontract any services to be provided under this agreement without the prior written consent of County. Any subcontract entered into by Consultant in contravention of this provision without the prior written consent of County shall be void. Consultant and subcontractor who enter into a subcontract without such consent and approval waive any right to compensation for services provided pursuant to the void subcontract. Consultant and subcontractor shall defend, hold harmless, and indemnify County, its elected officials, officers, volunteers, and employees, against all claims, actions, costs, counsel fees, expenses, damages, judgments, or decrees by reason of any claim made by a subcontractor to enforce any provisions of a subcontract entered into without the prior written consent of County.

Section 14. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Consultant shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Consultant recognizes the mandatory standards and policies relating to energy efficiency in the state energy conservation plan (Title 24 of the California Code of Regulations).
- C. Consultant shall comply with mandatory standards and policies as required by Executive Order 11246, entitled "Equal Employment Opportunity," as amended by

Executive Order 11375 and as supplemented in Department of Labor regulations (41 C.F.R., Part 60).

- D. Consultant shall comply with section 306 of the Clean Air Act (42 U.S.C. §1857(h), section 508 of the Clean Water Act (33 U.S.C. §1368), Executive Order 11738, and the regulations of the Environmental Protection Agency (40 C.F.R., Part 15).
- E. Consultant shall ensure that all known or suspected instances of child abuse or neglect are reported as mandated by section 11166 of the Penal Code. In addition, Consultant shall:
 - (1) Require each of Consultant's employees, volunteers, Consultants, subcontractors, and agents performing services under this agreement mandated by section 11166 of the Penal Code to report child abuse or neglect, to sign a statement that he or she knows of the statutory mandated reporting requirements and will comply with them.
 - (2) Establish procedures to ensure reporting of child abuse or neglect even when Consultant's employees, volunteers, Consultants, subcontractors, or agents who are not mandated to report child abuse or neglect under section 11166 of the Penal Code, gain knowledge of, or reasonably suspect, that a child has been a victim of abuse or neglect.
- F. Consultant shall ensure that all known or suspected instances of elder abuse or dependent adult abuse are reported as required by section 15630 of the Welfare and Institutions Code. In addition, Consultant shall:
 - (1) Require each of Consultant's employees, volunteers, Consultants, subcontractors, and agents performing services under this agreement mandated by section 15630 of the Welfare and Institutions Code to report elder or dependent abuse or neglect, to sign a statement that he or she knows of the statutory mandated reporting requirements and will comply with them.
 - (2) Establish procedures to ensure reporting of elder abuse or dependent adult abuse even when Consultant's employees, volunteers, Consultants, subcontractors, or agents who are not mandated to report elder abuse or dependent adult abuse under section 15630 of the Welfare and Institutions Code, gain knowledge of, or reasonably suspect, an incident of elder or dependent adult abuse has occurred.
- G. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

Section 15. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Consultant shall observe and comply with all applicable federal, state, and local laws, ordinances, and codes that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant certifies that they, their principals, affiliates or subcontractors that receive any federal funds in connection with this agreement are and will continue to be in good standing with the federal government (Executive Order 12549, Title 2 e-CFR 200.212 and Title 45 e-CFR 75.212) and are not:
 - (1) Debarred or suspended from federal financial assistance programs and activities;
 - (2) Proposed for debarment;
 - (3) Declared ineligible; or
 - (4) Voluntarily excluded from participation in covered transactions by any federal department or agency.
- C. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS), physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law. In addition, Consultant shall comply with the conditions of **Attachment B**, attached and incorporated herein.
- D. Consultant represents that Consultant is in compliance with, and agrees that Consultant shall continue to comply with, the Americans with Disabilities Act of 1990 (42 U.S.C. §12101, *et seq.*), the Fair Employment and Housing Act (Government Code, §12900, *et seq.*), and the regulations and guidelines issued pursuant thereto.
- E. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds or compensation received by Consultant under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.

Section 16. ACCESS TO RECORDS; RECORDS RETENTION.

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final

payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.

- B. Consultant shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.

Section 17. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.

Consultant's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Consultant's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Consultant's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

Section 18. LICENSES AND PERMITS.

Consultant, and Consultant's officers, employees, agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

Section 19. PERFORMANCE STANDARDS.

Consultant shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Consultant's work or services.

Section 20. CONFLICTS OF INTEREST.

Consultant and Consultant's officers, employees, and agents shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

Section 21. NOTICES.

- A. Except as provided in Section 7.C and 7.D of this agreement (oral notice of termination), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County:	Branch Director Children's Services Attn: Contracts Unit 1313 Yuba Street Redding, CA 96001 Phone: 530-225-5705 Fax: 530-225-5190
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If to Consultant:	James R. McKellar, Ph.D. 1737 West Street, Suite B Redding, CA 96001 Phone: 530-241-2159 Fax: 530-245-9188
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- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 21.A and shall be deemed to be effective immediately.

Section 22. AGREEMENT PREPARATION.

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

Section 23. COMPLIANCE WITH POLITICAL REFORM ACT.

Consultant shall comply with the California Political Reform Act (Government Code sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of Consultant to disclose financial interests and to recuse from influencing any County decision which may affect Consultant's financial interests. If required by the County's Conflict of Interest Code, Consultant shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

Section 24. PROPERTY TAXES.

Consultant represents and warrants that Consultant, on the date of execution of this agreement, (1) has paid all property taxes for which Consultant is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Consultant shall make timely payment of all property taxes at all times during the term of this agreement.

Section 25. SEVERABILITY.

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

Section 26. CONFIDENTIALITY.

During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 27. CLIENT CONFIDENTIALITY.

All information and records obtained in the course of providing services under this agreement shall be confidential, and Consultant and all of Consultants employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of patient information (including, but not limited to, sections 827, 5328, 10850, and 14100.2 of the California Welfare and Institutions Code; Division 19 of the California Department of Social Services Manual of Policies and Procedures; Health and Safety sections 11845.5 and 11812, 22 California Code of Regulations section 51009; California Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). All applicable regulations and statutes relating to patients' rights shall be adhered to. No list of services of persons receiving services under this Agreement shall be published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements of confidentiality. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 28. SCOPE AND OWNERSHIP OF WORK.

All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this agreement. County may use such work products for any purpose whatsoever. All works produced under this agreement shall be deemed works produced by a Consultant for hire, and all copyright with

respect thereto shall vest in the County without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Consultant shall retain all of Consultant's rights in Consultant's own proprietary information, including, without limitation, Consultant's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during the performance of this agreement and Consultant shall not be restricted in any way with respect thereto.

Section 29. USE OF COUNTY PROPERTY.

Consultant shall not use County premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Consultant's obligations under this agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, County and Consultant have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

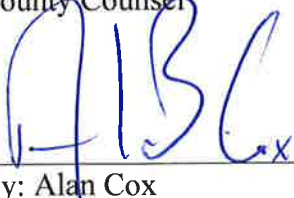
DAVID A. KEHOE, Chairman
Board of Supervisors
County of Shasta
State of California

ATTEST:


LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:
RUBIN E. CRUSE, JR.
County Counsel

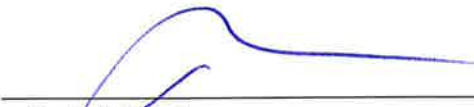

By: Alan Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL


By: James Johnson
Risk Management Analyst

CONSULTANT

Date: 5-3-17


J. Reid McKellar, Ph.D

Tax I.D. #: On file.



**Shasta County HHSA, Children's Services Branch
Psychological Evaluation
Referral**

Date:

Client Name:

DoB:

Client Phone Number:

Social Worker Name:

Phone Number:

Referral Origination: ☐ Parent Engagement ☐ MH Assessment ☐ Court ☐ Other:

Requested Psychologist and address:

Provide specific reason for involvement with Child Welfare Services:

Provide explanation of evaluation needed to safely parent:

Name of current therapist/MH treatment provider:

Describe any safety concerns regarding this client:

Attach the following: ☐ Inter-agency Release of Information Signed
☐ Court Documentation

Social Worker Signature:

Date:

Social Work Supervisor Signature:

Date:

Clinical Program Coordinator:

☐ Approved

☐ Returned: _____

Analyst Initials:

Date Mailed:



**Shasta County HHSA, Children's Services Branch
Bonding Assessment
Referral**

Date:

Client Name:

DoB:

Client Phone Number:

Social Worker Name:

Phone Number:

Referral Origination: ☐ Parent Engagement ☐ MH Assessment ☐ Court ☐ Other:

Requested Psychologist and address:

Provide specific reason for involvement with Child Welfare Services:

Provide explanation of what needs evaluating in order to safely parent the child:

Name of current therapist/MH treatment provider:

Describe any safety Concerns with this client:

Name of Current Therapist/MH Treatment Provider:

Attach the following: ☐ Inter-agency Release of Information Signed
☐ Court Documentation

Social Worker Signature:

Date:

Clinical Program Coordinator:

☐ Approved

☐ Returned: _____

Analyst Initials:

Date Mailed:

**ASSURANCE OF COMPLIANCE WITH COUNTY NONDISCRIMINATION IN STATE AND
FEDERALLY ASSISTED PROGRAMS**

Agreement to provide Psychological Evaluations/Child Parent Bonding

Assessments/Sibling Assessments

J. Reid McKellar PhD.

HEREBY AGREES to comply with Titles VI and VII of the federal Civil Rights Act of 1964, as amended; Section 504 of the federal Rehabilitation Act of 1973, as amended; the federal Age Discrimination Act of 1975, as amended; the federal Food Stamp Act of 1977 as amended, and in particular section 272.6 thereof; Title II of the federal Americans with Disabilities Act of 1990, as amended; the Unruh Civil Rights Act, California Civil Code, section 51, as amended; California Government Code, sections 11135 - 11139.5, as amended; California Government Code, section 12940, as amended; Chapter 7, of Division 5, or Title 1 of the California Government Code, commencing with section 4450, as amended; Title 22, California Code of Regulations, sections 98000 – 98413; Title 24, California Code of Regulations, section 3105; the Dymally-Alatorre Bilingual Services Act (California Government Code, sections 7290 – 7299.8), as amended; section 1808 of the Interethnic Adoption Provisions of the Small Business Job Protection Act of 1996, as amended; and all other applicable federal and state laws, as well as their implementing regulations (including title 45 of the Code of Federal Regulations (CFR) Parts 80, 84, and 91; 7 CFR, Part 15; and 28 CFR, Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall, because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, sexual orientation, marital status, religion, religious creed or political belief, be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under, any program or activity receiving federal or state financial assistance; and HEREBY GIVES ASSURANCE to immediately take any measures necessary to effectuate this Assurance of Compliance.

THIS ASSURANCE OF COMPLIANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and CONSULTANT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of Chapter 21-100 of the California Department of Social Services (CDSS) Manual of Policies and Procedures will be prohibited.

BY GIVING THIS ASSURANCE OF COMPLIANCE, Consultant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the aforementioned laws, rules, and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books, and accounts as needed to ascertain compliance. If there are any violations of this Assurance of Compliance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with California Welfare and Institutions Code section 10605, or California Government Code sections 11135 – 11139.5, as amended, or any other laws or regulations, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this Assurance of Compliance.

THIS ASSURANCE OF COMPLIANCE is binding on Consultant as long as Consultant is receiving federal or state funding pursuant to the agreement to which this Assurance of Compliance is attached.

