

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND J. REID MCKELLAR, PH.D A PSYCHOLOGY
CORPORATION**

This First Amendment 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.

RECITALS

WHEREAS, County and Consultant have previously entered into an agreement on May 16, 2017 and effective July 1, 2017 for the provision of Individual Psychological Evaluations, Adoption Psychological Evaluations, Psychotherapy, Parent/Child Bonding Assessments and Sibling Assessments. (Original Agreement); and

WHEREAS, County and Consultant desire to amend the Agreement to change the scope of services and to increase the maximum amount compensation payable to Consultant by \$24,700. (First Amendment); and

WHEREAS, the Original Agreement and the First Amendment are collectively referred to as the "Agreement."

NOW, THEREFORE, the Agreement is amended as follows:

I. Header paragraph immediately following the agreement title and before Section 1. RESPONSIBILITIES OF CONSULTANT of the Agreement is amended as of the effective date of this First Amendment in its entirety to read as follows:

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, Sibling Assessments and provide in person and telephone case consultation for complex cases.

II. Section 2. RESPONSIBILITIES OF CONSULTANT of the Agreement is amended as of the effective date of this First Amendment in its entirety to read as follows:

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) Provide up to 2 hours per client referral of in person or telephone case consultation for County identified complex cases. Case consultation shall include but not be limited to recommendations on child psychological testing, level of client functioning, and identification of recommended services.
- (3) 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.

- (4) 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.
- (5) Contact clients referred by County and schedule each evaluation/assessment within 10 working days of Consultant's receipt of the Referral for Services.
- (6) 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.
- (7) 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.
- (8) 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.
- (9) 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.

- (10) 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.
- (11) 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.
- (12) 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.
- (13) 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."

III. Section 4. COMPENSATION of the Agreement is amended as of the effective date of this First Amendment in its entirety to read as follows:

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, Sibling Assessment or case consultation.
- 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 \$174,700.

- D. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

IV. **REAFFIRMATION**

In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.

V. **ENTIRE AGREEMENT**

The Agreement, as amended, and any attachments, constitute the entire understanding between County and Consultant.

VI. **EFFECTIVE DATE**

Unless otherwise provided, this First Amendment shall be deemed effective as of the last date it is signed by both Parties.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this First Amendment and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

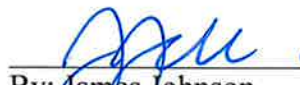
By: _____
Deputy

Approved as to form:

RUBIN E. CRUSE, JR.
County Counsel

 By: Alan Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

 08/29/13
By: James Johnson
Risk Management Analyst

CONSULTANT

Date: 8-29-13

By:  _____
J. Reid McKellar, Ph.D

Tax I.D.#: On File