

C8 Approve a renewal agreement with J. Reid McKellar, Ph.D., for individual psychological evaluations, adoption psychological evaluations, parent/child bonding assessments, sibling assessments and court services.

STAFF REPORT

BOARD MEETING DATE: May 27, 2025

CATEGORY: Consent Calendar 8

SUBJECT: Approve a renewal agreement with J. Reid McKellar, Ph.D., for individual psychological evaluations, adoption psychological evaluations, parent/child bonding assessments, sibling assessments and court services.

DEPARTMENT: Health and Human Services Agency-Behavioral Health and Social Services

SUPERVISORIAL DISTRICT #: All

DEPARTMENT CONTACT: Bailey Cogger, HHSA Deputy Branch Director - Behavioral Health and Social Services, (530) 229-5900

STAFF REPORT APPROVED BY: Cindy Lane, MSW, HHSA Branch Director - Behavioral Health and Social Services

<u>Vote Required?</u>	<u>General Fund Impact?</u>
Simple Majority Vote	No General Fund Impact

RECOMMENDATION

Approve a renewal agreement with J. Reid McKellar, Ph.D., in an amount not to exceed \$115,000, to provide individual psychological evaluations, adoption psychological evaluations, parent/child bonding assessments, sibling assessments and court services, for three years beginning the last date it is signed by both parties.

DISCUSSION

J. Reid McKellar, PH.D., (Dr. McKellar) provides Individual Psychological Evaluations, Adoption Psychological Evaluations, Parent/Child Bonding Assessments and Sibling Assessments for youth and parents as ordered by the juvenile dependency court.

Under the terms of this agreement, Dr. McKellar, a licensed psychologist, will administer psychological tests, conduct structured interviews, and review available records and documentation in order to evaluate for the presence of psychological disorders or personality characteristics that may have an impact upon an individual's behavior, with respect to his/her parenting skills.

Dr. McKellar also will conduct Parent/Child Bonding Assessments 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 for the child's wellbeing. This is roughly equivalent to determining which adult(s) serve as the psychological parent to the child.

Additionally, Dr. McKellar has agreed to provide case consultation on complex cases to identified Health and Human Services Agency - Children's Services Branch staff.

Children's Services has previously contracted with Dr. McKellar and was satisfied with the thorough and timely reports provided by Dr. McKellar. Dr. McKellar has a history of providing high quality work in a timely manner and is highly regarded by the juvenile court and by Children's Services.

The proposed agreement includes language to allow the HHSA Director, or their designee, to approve changes in any of Consultant's rates up to a maximum of 10 percent (10%) with prior written approval, provided the maximum amount of compensation per County fiscal year of these agreements are not exceeded.

ALTERNATIVES

The Board may choose not to approve the recommendation or provide alternative direction to staff. Not approving is not recommended since there are limited Consultants locally to provide these services.

OTHER AGENCY INVOLVEMENT

County Counsel has approved the agreement as to form. Risk Management has approved the agreement. The Recommendation has been reviewed by the County Administrative Office.

FISCAL IMPACT

These services are funded through the Child Welfare Services Budget (BU 501), which requires a County-share of cost met largely through Realignment. These appropriations and expenditures are included in the department's Fiscal Year 2024-25 Budget. Appropriations will be included in future year budget requests.

ATTACHMENTS:

1: McKellar Agreement

NO WITHHOLDING

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, through its Health and Human Services Agency (“HHS”), a political subdivision of the State of California (“County”) and J. Reid McKellar Ph.D., A Psychology Corporation (“Consultant”), a California corporation (collectively, the “Parties” and individually a “Party”) for the provision of Individual Psychological Evaluations, Adoption Psychological Evaluations, Parent and Child Bonding Assessments, and Sibling Assessments.

Section 1. DEFINITIONS

- A. **Adoption Psychological Evaluation:** means a written evaluation of a Client, undertaken by a 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.
- B. **County Fiscal Year** means the 12-month period, which commences on July 1st and ends on June 30th of the following calendar year.
- C. **Client** means a person referred by County to Consultant for an Individual Psychological Evaluation, Adoption Psychological Evaluation, a Parent/Child Bonding Assessment, or Sibling Assessment.
- D. **Individual Psychological Evaluation** means a written evaluation of a Client, undertaken by a 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 Client’s behavior with respect to their parenting skills. Each Individual Psychological Evaluation must also contain, when identified by the Psychologist, a diagnosis, as defined by the latest edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM), of the Client. Any diagnosis of a mental disorder must be consistent with the diagnostic criteria contained in the latest edition of the DSM.
- E. **Psychologist** means a psychologist currently licensed as a Psychologist by the California Board of Psychology of the California Department of Consumer Affairs.
- F. **Parent and Child Bonding Assessment** means an assessment whose goal is to determine the nature and quality of the child’s relationship with birth and/or resource 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 resource parent capacity to engage in appropriate parenting behaviors are also evaluated in the context of parent and child interactions. While each Psychologist may conduct a Parent and Child Bonding Assessment in different ways, there are common themes. Typically, the Psychologist pays close attention to certain characteristics between the parent and the child such as:

1. Frequency and nature of touching between parent and child as an index of comfort level;
 2. Comfort seeking and guidance seeking behavior by the child;
 3. Capacity of the parent to engage the child effectively and to respond to the child's expressed needs in an appropriate manner;
 4. Whether the parent and child make eye contact and smile at each other;
 5. Whether the child displays signs of upset if a separation occurs during the session;
 6. How the parent responds to the child's signals of hunger, thirst, want of comfort, or need to use the bathroom;
 7. Whether the child is willing to explore the environment while the parent is in the same room.
- G. **Psychological-Sexual Evaluation** is systematic assessment of a client's social and sexual history, deviant or paraphilic interests, and the risk of sexual reoffending in the future.
- H. **Program Manager** means County's HHSA Behavioral Health and Social Services (BHSS) Branch - Clinical Division Chief/Program Manager or designee.
- I. **Referral for Services** means a written form, in the form of the **Psychological Evaluation Referral or Bonding Assessment Referral, Exhibit A**, attached and incorporated herein by this reference, for Health and Human Services Agency Behavioral Health and Social Services Branch, attached hereto and incorporated herein, signed by the Program Manager and used by County to identify the Client and the type of service (Individual Psychological Evaluation, Adoption Psychological Evaluation, Parent/Child Bonding Assessment, or Sibling Assessment) to be performed by Consultant pursuant to this Agreement.
- J. **Sibling Assessments** are usually requested when the County 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 Sibling 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 Psychologist 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 Psychologist will address behavioral and mental health symptoms that may impact the siblings' ability to be placed together. The Sibling 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

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

A. Services.

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 **EXHIBIT A**, using appropriate clinical techniques and protocols. The Psychologist who completes an Individual Psychological Evaluation, Psychotherapy, Adoption Psychological Evaluations, Parent/Child Bonding Assessment or Sibling Assessment shall 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 the Program Manager. The number of sessions/hours authorized will be reflected in the Referral for Services and shall not 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.
2. Obtain approval in writing and in advance from the Program Manager or designee for additional hours above those indicated on the Referral for Services. Consultant must provide written justification to the Program Manager or designee to request additional hours/sessions of service. No additional services shall be performed by Consultant unless approved in advance and in writing by County.
3. Agree that each Referral for Services shall remain in effect for six months from the date on the Referral for Services. Consultant shall only provide, and only be compensated for Individual Psychological Evaluations, Psychological-Sexual Evaluations, Adoption Psychological Evaluations, Parent and Child Bonding Assessments, or Sibling Assessments specifically requested in a Referral for Services.
4. Make a minimum of three attempts to contact Clients referred by County and schedule each Individual Psychological Evaluation, Psychological-Sexual Evaluations, Adoption Psychological Evaluation, Parent and Child Bonding Assessment, Sibling 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 six months from the date on the Referral for Services.
6. Deliver each written Individual Psychological Evaluation, Psychological-Sexual Evaluations, Adoption Psychological Evaluation, Parent and Child Bonding Assessment, or Sibling Assessment prepared pursuant to this

Agreement via encrypted email at cscontracts@shastacounty.gov or to Behavioral Health and Social Services, Program Analyst, 1313 Yuba Street, Redding, CA 96001. Each Individual Psychological Evaluation, Adoption Psychological Evaluation, 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 Individual Psychological Evaluations, Psychological-Sexual Evaluations, Adoption Psychological Evaluations, Parent and Child Bonding Assessments, or Sibling Assessments under this Agreement, including the name of each Client and child(ren), and dates and duration of service for each service provided to those who have received Individual Psychological Evaluation, Adoption Psychological Evaluation, Parent/Child Bonding Assessment, or Sibling Assessment.
 8. Assure that Psychologists 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, attend County department meetings, and conduct Psychological Evaluations at County, as requested by County.
 10. Prior to entering into this Agreement, provide proof of current licensure, for each Psychologist providing services under this Agreement, from the California Board of Psychology, California Department of Consumer Affairs. Provide proof of current licensure for each Psychologist providing services under this Agreement within ten working days of each license renewal.
 11. Provide written notification to HHSA Children's Services Branch, at cscontracts@shastacounty.gov, within 10 working days of any changes in status (i.e. license renewal, complaints filed with the licensing board or legal action) of any Psychologist providing Individual Psychological Evaluations, Adoption Psychological Evaluations, Parent/Child Bonding Assessments, or Sibling Assessments under this Agreement.
- 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. 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 for review and approval prior to providing services pursuant to this Agreement. Consultant shall report all client grievances, and the nature thereof, in writing to the County’s Health and Human Services Agency (HHSA), Children’s Services Branch Director (Branch Director) within 10 business days of learning of the grievance. Upon resolution of a grievance or conclusion of the grievance process, Consultant shall, within 10 business days of the resolution or conclusion of the grievance process, report in writing to the Branch Director how the grievance was resolved or concluded.
- D. 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.
- E. 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.
- F. 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 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 Service.”

Section 3. RESPONSIBILITIES OF COUNTY

Pursuant to the terms and conditions of this Agreement, County shall:

- A. Compensate Consultant as prescribed in Sections 4 and 5 of this Agreement and shall monitor the outcomes achieved by Consultant.
- B. Evaluate the completeness and quality of each Individual Psychological Evaluation, Psychological-Sexual Evaluations, Adoption Psychological Evaluation, Parent and Child Bonding Assessment, or Sibling Assessment 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 Referral for Services.

Section 4. COMPENSATION

- A. Consultant shall be paid after satisfactorily completing Individual Psychological Evaluations, Adoption Psychological Evaluations, Parent/Child Bonding Assessments, Sibling Assessment, or providing case consultation at the request of

County as prescribed in Section 2.A. of this Agreement at the rate of \$250 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 \$400 per hour, prorated in quarter hour increments, for Court testimony (including time spent waiting to testify beginning at the time the Consultant's Psychologist was scheduled to appear at court) as referenced in Section 2.A. Subsection 13 of this Agreement.
- C. In no case whatsoever shall the maximum amount payable under this Agreement exceed \$115,000.
- D. Consultant shall be paid via electronic invoice payment; automated clearing house ("ACH"), County credit card, or Commerce Bank virtual card. ACH payments require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form within five days of execution of this Agreement.
- E. During the term of this Agreement, the County's HHSA Director, or any HHSA Branch Director designated by the HHSA Director, in writing and in advance, changes in any of Consultant's rates, provided that the increase in any single rate shall not exceed 10 percent over the original rate during the entire term of this Agreement and provided further that the rate increase shall not increase the total compensation payable under this Agreement.
- F. 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 County's Shasta County Health and Human Services Agency, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005, or send via e-mail to hhsafiscal@shastacounty.gov, monthly by the 15th day of each month, for services rendered in the preceding month, a billhead or invoice regularly used in the conduct of business of Consultant for services rendered and costs incurred, 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 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 contractor revenues. The term "applicable contractor 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 or overpayment, or other erroneous charges). To the extent

that applicable contractor 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 term of this Agreement shall be for three years beginning the last date it has been signed by both Parties. 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 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.
- B. County 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 County's Executive Officer or designee, 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, in a format acceptable to County.
- 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; 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, including retroactive, 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 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 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

- A. 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.
- B. This indemnification provision is independent of, and shall not in any way be limited by, Consultant's insurance coverage or lack of coverage, or by the insurance requirements of this Agreement. County acknowledgement or approval of Consultant's evidence of insurance coverage required by this Agreement does not in any way relieve Consultant from its obligations under this Section.

Section 12. INSURANCE REQUIREMENTS

Without limiting Consultant's duties of defense and indemnification:

- A. Consultant and any subcontractor shall carry Commercial General Liability Insurance and other coverage necessary to protect County and the public with limits of \$1 million per occurrence or claim and \$3 million aggregate. Such coverage shall:
 1. Be equivalent to the current Insurance Services Office (ISO) form CG 00 01, assuring coverage for products and completed operations, property damage, bodily injury, and personal and advertising injury.
 2. Include an endorsement, or an amendment to the policy of insurance, naming Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds; the additional insureds coverage shall be equal to the current ISO forms CG 20 10 for on-going operations, and CG 20 37 for completed operations.
 3. Contain, or be endorsed to contain, a “separation of insureds” clause which shall read, or have the same effect as:

“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.”
- B. Consultant and any subcontractor shall carry Automobile Liability Insurance covering any auto, unless Consultant has no owned autos then covering at minimum hired and non-owned autos, with limits of \$300,000 per occurrence or claim. Such coverage shall:
 1. Include, or be endorsed to contain, Additional Insured coverage in favor of Shasta County, its elected officials, officers, employees, agents, and volunteers.
 2. Include, or be endorsed to contain, coverage for hazardous waste transportation, when appropriate to the work being performed.
- C. Consultant and any subcontractor shall carry statutorily required Workers' Compensation Insurance, and Employer's Liability Insurance with limits of \$1 million per occurrence or claim, to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees, covering the full liability for compensation for injury to those employed by Consultant or subcontractor. 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.
- D. Consultant shall carry Professional Liability Errors and Omissions Insurance, applicable to the Consultant's profession and the services/work being performed with limits of not less than \$1 million per occurrence or claim, \$3 million aggregate.

- E. Consultant shall carry coverage for Sexual Abuse or Molestation with limits of \$1 million per occurrence or claim, \$3 million aggregate.
- F. Consultant shall require its subcontractors, if any, to carry and maintain insurance coverage and evidence that equals or exceeds the coverage requirements imposed upon of Consultant by this Agreement.
- G. Without limiting any of the obligations or liabilities of Consultant, Consultant shall carry Cyber and Privacy Liability Insurance, applicable to the services/work being performed with limits of not less than \$2 million per occurrence, \$2 million aggregate; covering, but not limited to, claims involving security breach, system failure, data recovery, damage to persons and property, business interruption, breach response, regulatory fines and penalties, credit monitoring, cyber extortion, social engineering, infringement of intellectual property, invasion of privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. Such coverage shall apply to property damage resulting from if any of the above, and for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the County in the care, custody, or control of the Consultant.
- H. 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 Shasta County Risk Manager prior to the effective date of this Agreement; policy shall provide, or be endorsed to provide, that any self-insured retention or deductible may be satisfied by either the named insured or County, and must also provide that defense costs satisfy the self-insured retention or deductible. Any and all deductibles and self-insured retentions shall be the sole responsibility of Consultant or subcontractor who procured such coverage, and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Consultant to fund the self-insured retention or deductible.
 - 2. If any insurance coverage required hereunder is provided on a “claims made” rather than “occurrence” form, Consultant or subcontractor shall maintain such 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 coverage for claims received and reported three years after the expiration date of this Agreement.
 - 3. In the event that coverage is reduced or canceled, or otherwise materially changed, a notice of said reduction or cancellation or change shall be provided to County within 24 hours.
 - 4. Consultant hereby grants to Shasta County, its elected officials, officers, employees, agents, and volunteers, a waiver of any right to subrogation or recovery which any insurer of said Consultant may acquire against County

by virtue of the payment of any loss under such coverage, and agrees to obtain any endorsement that may be necessary to affect this waiver; this provision applies regardless of whether or not County has received such a waiver or endorsement.

5. Any available insurance proceeds in excess of the specified minimum limits and insurance coverage pursuant to the terms of this Agreement shall be applicable to County.
6. Before the effective date of this Agreement, Consultant shall provide County with certificates of insurance, and all amendatory endorsements or policy amendments, as evidence of meeting insurance coverage required of this Agreement; for purposes of verification of consultant meeting insurance requirements of this Agreement, County reserves the right to require any policies, declarations, endorsements, and other documentation.
7. Coverage required herein shall be in effect at all times during the term of this Agreement and may be provided by programs of self-insurance when supported by adequate evidence meeting appropriate self-insurance and regulatory compliance. Insurance is to be placed with insurers authorized to transact business in California, with a current A.M. Best's rating of not less than A:VII, unless otherwise authorized by County.
8. In the event any insurance coverage expires at any time during the term of this Agreement, Consultant shall provide County, 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.
9. For any claims related to this Agreement, Consultant's coverage shall also be primary and non-contributory. Any coverage maintained by Shasta County, its elected officials, officers, employees, agents, and volunteers, shall be excess of the Consultant's coverage and shall not contribute with it.
10. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Shasta County, its elected officials, officers, employees, agents, or volunteers.

Section 13. 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. 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 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this Agreement.
- B. 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).
- C. 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).
- 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 observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this Agreement.
- F. Consultant shall not use any funds under this Agreement to support lobbying activities to influence proposed or pending federal or state legislation or appropriations. This prohibition is related to the use of federal grant funds and is not intended to affect an individual’s right or that of any organization to petition Congress, or any other level, of government through the use of other resources (see 45 CFR Part 93)
- G. 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.

- H. 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.
- I. 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.
- J. No funds or compensation received by Consultant under this Agreement shall be used by Consultant for sectarian worship, instruction, or proselytization in a manner prohibited by law.
- K. In addition to any other provisions of this Agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this Section.

Section 15. ASSURANCE OF COMPLIANCE WITH COUNTY NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

- A. Consultant 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.

- B. 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.
- C. 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.
- D. This Assurance of Compliance is binding on Consultant as long as Consultant is receiving federal or state funding pursuant to the agreement in which this Assurance of Compliance is included.

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 ensure 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, and 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 and employees 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 BHSS: Branch Director
 Behavioral Health & Social Services
 1313 Yuba Street
 Redding, CA 96001
 Tel: (530) 245-6821
 Fax: (530) 225-5190

If to Consultant: J. Reid McKellar, Ph.D.
 J. Reid McKellar Ph.D., a Psychology Corporation
 1737 West Street, Suite B
 Redding, CA 96001
 Tel: (530) 241-2159
 Fax: (530) 245-9188

- 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.
- C. Unless otherwise stated in this Agreement, any written or oral notices on behalf of the County as provided for in this Agreement may be executed and/or exercised by the County Executive Officer or their designee.

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. COUNTY'S RIGHT OF SETOFF

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to Consultant or any of its subsidiaries under any contract with the County, any amount of any Federal or State audit liability owed by or claimed or asserted against the County or any amounts owed to County by Consultant or its subsidiaries.

Section 27. 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 28. CONFIDENTIALITY OF CLIENT INFORMATION

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 client 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 client's 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 29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

The Parties acknowledge the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA). Consultant understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information. The Parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Consultant understands and agrees that it is independently responsible for compliance with HIPAA and agrees to take all necessary actions to comply with the requirements of HIPAA related to transactions and code sets, privacy, and security. Consultant agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless County (including County's officers, employees, and agents), for damages that are attributable to such failure. The indemnification provided for in this Section is in addition to, and does not in any way limit, the hold harmless, indemnification, and defense obligations of Consultant that are provided for in Section 10.

Section 30. 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 contractor 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 31. 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.

Section 32. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this

Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this Section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

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 they have the authority to execute this Agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SHASTA

Date: _____

KEVIN W. CRYE, CHAIR
Board of Supervisors
County of Shasta
State of California

ATTEST:

DAVID J. RICKERT
Clerk of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:
JOSEPH LARMOUR
County Counsel

Signed by:
By: Todd Endres

Todd Endres
Deputy County Counsel

RISK MANAGEMENT APPROVAL

Signed by:
By: Dolyene Lane

Dolyene Lane
Risk Manager

CONSULTANT

Date: 05/08/2025 | 4:13 PM CDT

DocuSigned by:
By: J. Reid McKellar, Ph.D.

J. Reid McKellar, Ph.D
Tax I.D.#: On File

Exhibit A



Shasta County
Health & Human
Services Agency | Behavioral Health &
Social Services Branch



**PSYCHOLOGICAL
EVALUATION REFERRAL
FORM**

Referred Client Name:		Date:	
Client Date of Birth:		Client Phone #:	
Social Worker Name:		Social Worker Phone #:	
Referral Origination:	<input type="checkbox"/> Parent Engagement <input type="checkbox"/> MH Assessment <input type="checkbox"/> Court <input type="checkbox"/> Safety Staffing <input type="checkbox"/> Other:		
Provider:	<input type="checkbox"/> UC Davis <input type="checkbox"/> Non-Contracted Provider: <input type="checkbox"/> Address: <input type="checkbox"/> Non-Contracted Provider contacted, referral discussed, and standard rate accepted. <input type="checkbox"/> PM/Clinical Division Chief approved other than standard rate. Initials: _____		
<input type="checkbox"/> Transport needed and arranged to requested provider?			
Specific reason for involvement with Child Welfare Services:			
What mental health related behaviors are impacting this individual's ability to safely parent their children?			
What <u>questions</u> do you want psychological evaluation answered in order to safely parent?			
Name of Client's Current Therapist/MH Treatment Provider (if applicable):			
Safety Concerns with this Client: (Does this client pose a threat to self or others?)			
Attached:	<input type="checkbox"/> Signed Inter-Agency Release of Information <input type="checkbox"/> Current MH/Psych Assessment <input type="checkbox"/> Detention/Staffing <input type="checkbox"/> Drug/Alcohol Summary* <input type="checkbox"/> Parent Engagement Assessment <input type="checkbox"/> Most Current Disposition Report and/or Most Current Court Report <input type="checkbox"/> Documentation of Prior Mental Health Treatment and/or Hospitalization <small>*Release of Information is required naming the service provider to whom any drug and alcohol information is sent.</small>		
REQUIRED FOR ALL REFERRALS -- <input type="checkbox"/> County Counsel Consulted on this Date:			
<input type="checkbox"/> Provider License Verified <input type="checkbox"/> OIG Checked <input type="checkbox"/> MC Suspend List Checked <input type="checkbox"/> SAM Checked			
Social Worker Signature:		Date:	
SW Supervisor Signature:		Date:	
Program Manager Signature:		Date:	
<input type="checkbox"/> Approved on this Date: _____ <input type="checkbox"/> Returned on this Date: _____ <input type="checkbox"/> Alternate Direction/Suggestions:			
Analyst Initials:		Date Mailed:	

