

**EL DORADO COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM TRANSMITTAL**

**Meeting of  
November 7, 2006**

**AGENDA TITLE:** Amendment to Agreement #727-S0611 with JDT Consultants

<b>DEPARTMENT:</b> Mental Health	<b>DEPT SIGNOFF:</b> <i>John Bachman</i>	<b>CAO USE ONLY:</b> 10/24 <i>C Laura Schurdt</i>
<b>CONTACT:</b> John Bachman, PhD		
<b>DATE:</b> 10/20/2006	<b>PHONE:</b> 621-5106	

**DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:**

The Mental Health Department requests the Board approve and authorize the Chairman to sign the amendment to Agreement #727-S0611 with JDT Consultants to provide Therapeutic Behavioral Services (TBS) for mentally ill minors on an "as requested" basis. The Agreement has been amended to increase the compensation amount by \$68,000.00, bringing the total to \$108,000.

**CAO RECOMMENDATIONS:** *Recommend approval. Laura A. Hill 10/27/06*

Financial impact? <input checked="" type="checkbox"/> Yes ( ) No	Funding Source: ( ) Gen Fund <input checked="" type="checkbox"/> Other
<b>BUDGET SUMMARY:</b>	Other: 50% Medi-Cal/40% EPSDT/10% Realign
Total Est. Cost _____ \$68,000.00	<b>CAO Office Use Only:</b>
<b>Funding</b>	4/5's Vote Required ( ) Yes <input checked="" type="checkbox"/> No
Budgeted _____ \$68,000.00	Change in Policy ( ) Yes <input checked="" type="checkbox"/> No
New Funding _____	New Personnel ( ) Yes <input checked="" type="checkbox"/> No
Savings* _____	<b>CONCURRENCES:</b>
Other _____	Risk Management <input checked="" type="checkbox"/>
Total Funding _____ \$68,000.00	County Counsel _____
<b>Change in Net County Cost</b>	Other _____

\*Explain

**BOARD ACTIONS:**

**Vote:** Unanimous \_\_\_\_\_ Or \_\_\_\_\_  
**Ayes:** \_\_\_\_\_  
**Noes:** \_\_\_\_\_  
**Abstentions:** \_\_\_\_\_  
**Absent:** \_\_\_\_\_

**I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors**

**Date:** \_\_\_\_\_

**Attest: Cindy Keck, Board of Supervisors Clerk**

**By:** \_\_\_\_\_

# EL DORADO COUNTY

## DEPARTMENT OF MENTAL HEALTH ADMINISTRATIVE OFFICE



John Bachman, PhD, Interim Director  
344 Placerville Drive, Suite 20  
Placerville, CA 95667  
Phone: (530) 621-6200  
Fax: (530) 622-3278

October 20, 2006

Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667

**Subject: Amendment I to Agreement #727-S0611 with JDT Consultants**

**RECOMMENDATIONS:** The Mental Health Department recommends the Board approve and authorize the Chairman to sign Amendment I to Agreement #727-S0611 with JDT Consultants. The agreement is being amended to increase the compensation amount by \$68,000.00, bringing the total for the one year agreement to \$108,000.00.

**REASONS FOR RECOMMENDATIONS:** JDT Consultants provides Therapeutic Behavioral Services (TBS) for mentally ill minors on an "as requested" basis for the Mental Health Department. The amendment is needed due to greater than expected use of JDT's services.

This amendment has been approved by County Counsel and Risk Management, and a copy is on file in the Board Clerk's Office.

The Administrator of this Agreement shall be Thomas Michaelson, Department Analyst.

**FISCAL IMPACT:** The total funding for the amended Agreement is \$108,000.00 for the one year period.

**NET COUNTY COST:** None.

**ACTION TO BE TAKEN FOLLOWING APPROVAL:**

1. Board Clerk's Office will forward the executed amendment to the Agreement to the Mental Health Department for further processing.
2. CAO's Procurements and Contracts Division will increase the blanket purchase order.

Respectfully submitted,

John Bachman, PhD  
Interim Director

# CONTRACT ROUTING SHEET

Date Prepared: 9/26/06

Need Date: \_\_\_\_\_

### PROCESSING DEPARTMENT:

Department: CAO/Proc. & Contracts

Dept. Contact: Pam Carlone

Phone #: 5833

Department: \_\_\_\_\_

Head Signature: Bonnie H. Rich

Bonnie H. Rich

### CONTRACTOR:

Name: JDT Consultants

Address: 1424 W. Holland Ave.

Fresno, CA 93705

Phone: 559-790-2662

### CONTRACTING DEPARTMENT: Mental Health

Service Requested: Therapeutic Behavioral Services for Minors

Contract Term: Expires 3/26/07 Amendment Value: \$68,000

Compliance with Human Resources requirements? Yes No: \_\_\_\_\_

Compliance verified by: \_\_\_\_\_

ELDERADO COURT  
201 SEP 26  
JHSEL

### COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved:  Disapproved: \_\_\_\_\_ Date: 10/2/06 By: [Signature]

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

ASSIGNMENT  
DATE 9-27-06  
ATTORNEY MAC  
DEPT./INDEX NO. 026100  
BY: [Signature]

① See suggested change to p 1 Article III first paragraph to clarify "Exhibit A" reference.

OK PC  
10/3/06

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

### RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved:  Disapproved: \_\_\_\_\_ Date: 10/2/06 By: [Signature]

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

OCT 02 2006

### OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: \_\_\_\_\_

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

# ORIGINAL

## AGREEMENT FOR SERVICES #727-S0611 AMENDMENT I

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This Amendment I to that Agreement for Services #727-S0611, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Jana Todd, a sole proprietor dba JDT Consultants, duly qualified to conduct business in the State of California, whose principal place of business is 1424 West Holland Avenue, Fresno, CA 93705; (hereinafter referred to as "Consultant");

### WITNESSETH

**WHEREAS**, Consultant has been engaged by County to provide mental health/therapeutic behavioral services (TBS) for mentally ill minors on an "as requested" basis for the Department of Mental Health, in accordance with Agreement for Services #727-S0611, dated June 27, 2006, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to increase the compensation by an additional \$68,000.00, hereby amending **ARTICLE IV – Compensation for Services**.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #727-S0611 shall be amended a first time as follows:

### **ARTICLE III**

**Compensation for Services:** For services provided herein, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following the County's receipt and approval of invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rates shall be in accordance with Exhibit "A", attached to and made part of Agreement for Services #727-S0611 dated June 27, 2006.

Contractor shall not charge any patients or third party payors any fee for service unless directed to do so in writing by the County Mental Health Director at the time the patient is referred for services.

When directed to charge for services, Contractor shall use the uniform billing and collection guidelines prescribed by the State Department of Mental Health. Charges shall approximate estimated actual costs.

Contractor will perform eligibility and financial determinations, in accordance with State Department of Health Uniform Method of Determining Ability to Pay, for all patients unless directed otherwise by the County Mental Health Director.

It is expressly understood and agreed between the parties hereto that the County shall make no payment for County-responsible patients and have no obligation to make payment to Contractor unless the services provided by Contractor hereunder received prior written authorization from County Mental Health Director or the Director's designee. It is further agreed that County shall make no payments for services unless Contractor has provided County with evidence of insurance coverage as outlined in ARTICLE XIV hereof. County may provide retroactive authorization when special circumstances exist, as determined by the County Mental Health Director or the Director's designee.

In accordance with Title 9, California Administrative Code, Section 563, reimbursement for services under this Agreement shall be limited to persons who are unable to obtain private care. Such persons are those who are unable to pay for private care or for whom no private care is available within a reasonable distance from their residence.

Contractor agrees to offset claims submitted to the County for any reimbursements received on behalf of patients covered by this Agreement on the claims for the month in which the revenue was received, unless otherwise directed by the County Mental Health Director or designee. Claim for final payments must be submitted within sixty (60) days of the expiration date of this Agreement.

It is understood that any payments received from County for services rendered under this Agreement shall be considered as payment in full and Contractor cannot look to any other source for reimbursement for the units of service provided under this Agreement, except as stated above, or with specific authorization from the Mental Health Director or designee.

Contractor shall provide County an annual legal entity Cost Report, as prescribed by State Department of Mental Health in the Short-Doyle Medi-Cal cost report instructions, no later than October 31<sup>st</sup> of each year as stated in ARTICLE V herein. In addition to the annual Cost Report, Contractor will furnish County within sixty (60) days after receipt, a certified copy of an Audit Report from an independent CPA firm. This Audit Report will cover Contractor's fiscal year which most nearly coincides with County's fiscal year. The findings of the annual Cost Report shall be subject to an audit by County and State. The State of California may make such audits as it deems necessary for the purpose of determining reimbursement due County.

Final settlement will not exceed the Statewide Maximum Allowable (SMA) rate for each type of service, and will be based upon the actual and reimbursable costs for services hereunder, less applicable revenues, not to exceed County's total maximum obligation. If the SMA rate is adjusted during the Agreement term, the final settlement must not exceed the adjusted SMA rate. Contractor shall not claim expenditures to County, which are not reimbursable pursuant to applicable Federal,

State, and County laws, regulations and requirements. Any payment made by County to Contractor, which is subsequently determined to have been for a non-reimbursable expenditure or service, shall be repaid by Contractor to County in cash within forty-five (45) days of submittal of the Cost Report or County may elect to reduce any amount owed Contractor by an amount not to exceed the reimbursement due County.

**Audit Exceptions:** Contractor agrees to accept responsibility for receiving, replying to, and complying with any audit exceptions by appropriate County, State or Federal audit agencies occurring as a result of its performance of this Agreement.

Contractor also agrees to pay to the County within thirty (30) days of demand by County the full amount of the County's obligation, if any, to the State and/or Federal government resulting from any audit exceptions, to the extent such are attributable to the Contractor's failure to perform properly any of its obligations under this Agreement.

The total amount of this Agreement, as amended, shall not exceed \$108,000.00.

Except as herein amended, all other parts and sections of that Agreement #727-S0611 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By: T.P. McE Dated: 10-4-06  
Tom Michaelson, Department Analyst  
Mental Health Department

**Requesting Department Head Concurrence:**

By: John Bachman Dated: 10/9/06  
John Bachman, PhD, Interim Director  
Mental Health Department

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement #727-S0611 the day and year first below written.

--- COUNTY OF EL DORADO ---

Dated: \_\_\_\_\_

By: \_\_\_\_\_

**Chairman  
Board of Supervisors  
"County"**

**ATTEST:  
Cindy Keck  
Clerk of the Board of Supervisors**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Deputy Clerk**

-- CONSULTANT --

Dated: 10/16/06

  
\_\_\_\_\_  
**Jana Todd, individually and dba  
JDT Consultants  
"Consultant"**

COPY

AGREEMENT FOR SERVICES #727-S0611

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**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Jana Todd, a sole proprietor dba JDT Consultants, duly qualified to conduct business in the State of California, whose principal place of business is 1424 West Holland Avenue, Fresno, CA 93705; (hereinafter referred to as "Consultant");

**WITNESSETH**

**WHEREAS**, County has determined that it is necessary to obtain a Consultant to provide mental health/therapeutic behavioral services (TBS) for mentally ill minors on an "as requested" basis for the Department of Mental Health; and

**WHEREAS**, Consultant has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

**WHEREAS**, County has determined that the provision of these services provided by Consultant is in the public's best interest, and that these services are more economically and feasibly performed by outside independent consultants as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

**NOW, THEREFORE**, County and Consultant mutually agree as follows:



## ARTICLE I

**Scope of Services:** Consultant agrees to perform services necessary to provide mental health/therapeutic behavioral services for mentally ill minors on an "as requested" basis for the Department of Mental Health in accordance with Exhibit "A", marked "Program Description", incorporated herein and made by reference a part hereof.

## ARTICLE II

**Confidentiality:** The parties to this Agreement will comply with applicable laws and regulations, including but not limited to Section 5328 et seq. and Section 14100.2 of the Welfare and Institutions Code and Title 42, CFR, Section 431.300 et seq., and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), regarding the confidentiality of client information.

The identities of clients and the complete medical records of the client shall remain the sole and exclusive property of County and shall not be disclosed by Consultant or any of its employees, and are subject to the new electronic transmission format standards required by HIPAA.

The Consultant will protect from unauthorized disclosure, names and other identifying information concerning beneficiaries receiving services pursuant to this Agreement except for statistical information. The Consultant will not use identifying information for any purpose other than carrying out the Consultant's obligations under this Agreement.

The Consultant will not disclose, except as otherwise specifically permitted by state and federal laws and regulations or this Agreement, or authorized by the client, any such identifying information to anyone other than the State without prior written authorization from the State in accordance with state and federal laws.

For purposes of those above paragraphs, identifying information will include, but not be limited to: name, identifying number, symbol, or other identifying particular assigned to the individual.

## ARTICLE III

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of March 27, 2006 through March 26, 2007.

## ARTICLE IV

**Compensation for Services:** For services provided herein, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following the County's receipt and approval of invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rates shall be in accordance with Exhibit "A".

Contractor shall not charge any patients or third party payors any fee for service unless directed to do so in writing by the County Mental Health Director at the time the patient is referred for services.

When directed to charge for services, Contractor shall use the uniform billing and collection guidelines prescribed by the State Department of Mental Health. Charges shall approximate estimated actual costs.

Contractor will perform eligibility and financial determinations, in accordance with State Department of Health Uniform Method of Determining Ability to Pay, for all patients unless directed otherwise by the County Mental Health Director.

It is expressly understood and agreed between the parties hereto that the County shall make no payment for County-responsible patients and have no obligation to make payment to Contractor unless the services provided by Contractor hereunder received prior written authorization from County Mental Health Director or the Director's designee. It is further agreed that County shall make no payments for services unless Contractor has provided County with evidence of insurance coverage as outlined in ARTICLE XIV hereof. County may provide retroactive authorization when special circumstances exist, as determined by the County Mental Health Director or the Director's designee.

In accordance with Title 9, California Administrative Code, Section 563, reimbursement for services under this Agreement shall be limited to persons who are unable to obtain private care. Such persons are those who are unable to pay for private care or for whom no private care is available within a reasonable distance from their residence.

Contractor agrees to offset claims submitted to the County for any reimbursements received on behalf of patients covered by this Agreement on the claims for the month in which the revenue was received, unless otherwise directed by the County Mental Health Director or designee. Claim for final payments must be submitted within sixty (60) days of the expiration date of this Agreement.

It is understood that any payments received from County for services rendered under this Agreement shall be considered as payment in full and Contractor cannot look to any other source for reimbursement for the units of service provided under this Agreement, except as stated above, or with specific authorization from the Mental Health Director or designee.

Contractor shall provide County an annual legal entity Cost Report, as prescribed by State Department of Mental Health in the Short-Doyle Medi-Cal cost report instructions, no later than October 31<sup>st</sup> of each year as stated in ARTICLE V herein. In addition to the annual Cost Report, Contractor will furnish County within sixty (60) days after receipt, a certified copy of an Audit Report from an independent CPA firm. This Audit Report will cover Contractor's fiscal year which most nearly coincides with County's fiscal year. The findings of the annual Cost Report shall be subject to an audit by County and State. The State of California may make such audits as it deems necessary for the purpose of determining reimbursement due County.

Final settlement will not exceed the Statewide Maximum Allowable (SMA) rate for each type of service, and will be based upon the actual and reimbursable costs for services hereunder, less applicable revenues, not to exceed County's total maximum obligation. If the SMA rate is adjusted during the Agreement term, the final settlement must not exceed the adjusted SMA rate. Contractor shall not claim expenditures to County, which are not reimbursable pursuant to applicable Federal, State, and County laws, regulations and requirements. Any payment made by County to

Contractor, which is subsequently determined to have been for a non-reimbursable expenditure or service, shall be repaid by Contractor to County in cash within forty-five (45) days of submittal of the Cost Report or County may elect to reduce any amount owed Contractor by an amount not to exceed the reimbursement due County.

**Audit Exceptions:** Contractor agrees to accept responsibility for receiving, replying to, and complying with any audit exceptions by appropriate County, State or Federal audit agencies occurring as a result of its performance of this Agreement.

Contractor also agrees to pay to the County within thirty (30) days of demand by County the full amount of the County's obligation, if any, to the State and/or Federal government resulting from any audit exceptions, to the extent such are attributable to the Contractor's failure to perform properly any of its obligations under this Agreement.

The total amount of this Agreement shall not exceed \$40,000.00.

#### **ARTICLE V**

**Cost Report:** Contractor shall submit a Cost Report to County on or before October 31 of each year this Agreement is in effect. Contractor shall prepare the Cost Report in accordance with all Federal, State, and County requirements and generally accepted accounting principles. Contractor shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. Such costs and allocations shall be supported by source documentation maintained by Contractor, and available at any time to Administrator upon reasonable notice.

Contractor shall document that costs are reasonable and allowable and directly or indirectly related to the services provided hereunder. The Cost Report shall be the final financial record of services rendered under this Agreement for subsequent audits, if any.

#### **ARTICLE VI**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

#### **ARTICLE VII**

**Consultant to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during term hereof.

## ARTICLE VIII

**Assignment and Delegation:** Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

## ARTICLE IX

**Independent Consultant/Liability:** Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

## ARTICLE X

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## ARTICLE XI

### Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Consultant, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

## ARTICLE XII

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
MENTAL HEALTH DEPARTMENT  
344 PLACERVILLE DRIVE, SUITE 20  
PLACERVILLE, CA 95667  
ATTN: TOM MICHAELSON, DEPARTMENT ANALYST

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

JDT CONSULTANTS  
1424 WEST HOLLAND AVENUE  
FRESNO, CA 93705  
ATTN: JANA TODD

or to such other location as the Consultant directs.

### **ARTICLE XIII**

**Indemnity:** The Consultant shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Consultant's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Consultant, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

### **ARTICLE XIV**

**Insurance:** Consultant shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Consultant in the performance of the Agreement.

- D. In the event Consultant is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence. For the purposes of this Agreement professional liability is required.
- E. Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- II. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
  2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.

- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for the protection of the County.

#### **ARTICLE XV**

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **ARTICLE XVI**

**Interest of Consultant:** Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

#### **ARTICLE XVII**

**California Residency (Form 590):** All independent Consultants providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Consultant during term of the Agreement. This requirement applies to any agreement contract exceeding \$1,500.00.

#### **ARTICLE XVIII**

**Taxpayer Identification Number (Form W-9):** All independent Consultants or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.



**ARTICLE XIX**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Tom Michaelson, Department Analyst, Mental Health Department, or successor.

**ARTICLE XX**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**ARTICLE XXI**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**ARTICLE XXII**

**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Consultant waives any removal rights it might have under Code of Civil Procedure Section 394.

**ARTICLE XXIII**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**CONTRACT ADMINISTRATOR CONCURRENCE:**

By: Tom Michaelson Dated: 3-17-06  
Tom Michaelson, Department Analyst  
Mental Health Department

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By: Barry Wasserman Dated: 3/17/06  
Barry Wasserman, Interim Director  
Mental Health Department

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

-- COUNTY OF EL DORADO --

Dated: 6/27/06

By: James R. Aweeney  
Chairman  
Board of Supervisors  
"County"

**ATTEST:**  
Cindy Keck, Clerk  
of the Board of Supervisors

By: Cynthia Keck Date: 6/27/06  
Deputy Clerk

-- CONSULTANT --

Dated: 6/5/06

Jana Todd  
Jana Todd, individually and dba  
JDT Consultant  
"Consultant"

## EXHIBIT A

### Program Description

Consultant: JDT Consultants

Consultant Services: Services for this contract are therapeutic behavioral services.

Owner's Name: Jana Todd

Address: 1424 West Holland Avenue, Fresno, CA 93705

Telephone: 559-790-2662

#### ITEMS APPLICABLE TO ALL SERVICES:

Hours for  
Services: Seven days a week, 24 hours a day.

Geographic Area: Northern California

Target Group: El Dorado County seriously emotionally disturbed children and their families.

#### Selection for Admission to Service:

Upon referral only from County Mental Health Department. In the event that the child is referred by an agency other than the County Mental Health Department, County shall make no payment for services, and have no obligation to make payment to Consultant, unless the services provided by Consultant, received prior authorization from the County Mental Health Director or designee. A child may be approved for services on the basis of verbal authorization from the County by mutual consent of the County and Consultant.

#### Goals of Program:

1. To assist children to maintain in their current placements, avoid placement in a more restrictive setting, and return to a more normal and less restrictive setting within the shortest amount of time possible.
2. To assist emotionally disturbed children to gain the social and functional skills necessary for age-appropriate development and social integration.

3. To assist parents and other primary caregivers to gain a comprehensive understanding of the social and psychological needs of their children and develop the skills necessary to support their children's development and eventual return to the family home and community.

**Objectives:**

1. To provide the most effective treatment plan for children, tailored to meet each child's abilities and needs, and geared toward improving their capacity for success in their home and school environments.

2. To reduce the frequency and severity of maladaptive behaviors that interfere with home, school and community adjustment and replace these behaviors with positive productive skills.

3. To develop each child's capacity to function as an independent individual commensurate with developmental age. Skills in this area include decision-making, problem-solving, and the use of good judgment and reasoning.

4. To increase each child's ability to assume responsibility for participation in the treatment process. This includes the ability to identify and understand one's current problems, as well as the recognition of one's own role in the self-management of emotional disorders.

5. To prepare and support family member/primary caregivers for healthy involvement in their children's treatment, improve parenting skills, and enhance the level of functioning within the family system.

**Services Provided:**

**A. Therapeutic Behavioral Services (TBS):** Consultant agrees to furnish all space, facilities, equipment and supplies necessary to provide TBS to County-authorized minors with serious emotional problems who are experiencing a stressful transition of life crisis and who need additional short term support to prevent placement in a higher level of residential care or to enable placement in a less restrictive level of care. Consultant's staff shall provide individualized one-on-one behavioral assistance and on-on-one interventions to accomplish outcomes specified in the written Treatment Plan approved by the County. Consultant shall provide services in accordance with applicable letters, regulations, and policies issued by the State Department of Mental Health including, but not limited to, Information Notice #99-03-subject: "Therapeutic Behavioral Services" dated July 23, 1999.

Consultant shall obtain prior written authorization from the County Mental Health Director or designee before admitting any County-responsible Client to its TBS program. County shall appoint a County Liaison who shall provide Consultant with a completed authorization form prior to each Client admission to the TBS program.

### **Reports:**

1. Consultant shall submit to County's Mental Health Director or designee, weekly written progress reports, data collection reports and expenditure reports in the time, form and manner required by County.
2. Consultant shall submit 45 days following the termination of this Agreement, to County's Mental Health Director or designee, a written Final Activity Report which shall include, but not be limited to, an evaluation of the quantity, quality, and impact of the work undertaken in conducting services provided under this Agreement.

Consultant agrees to furnish professional personnel in accordance with the regulations, including any future changes or amendments thereto, issued by the State Department of Mental Health or the County Mental Health Director. Consultant shall operate continuously throughout the term of this Agreement with at least the minimum staff required by Code for provision of services hereunder. Such personnel shall be qualified in accordance with all applicable requirements of Code and any amendments thereto. Consultant agrees to make available to County on request a list of persons by name, title, professional degree, State license number (if applicable), and experience who are to provide such services.

### **Cultural Competency:**

Consultant shall be responsible for using applicable staff resources to provide bilingual/bicultural services. The Consultant shall be responsible for providing services to non-English speaking clients in their own language. The Consultant shall be responsible for providing services that incorporate the cultural background of the client. This requirement takes into consideration the language, family structure, religion, and belief system of the client.

### **Records of Service:**

Records of services provided by the various professional disciplines shall also contain all of the data necessary in reporting to the State Department of Mental Health and, in addition, such other records as may be required by the County Mental Health Director on forms the Director may prescribe. All clinical records will conform to Medi-Cal requirements and standards.

Confidentiality of client records shall be assured in accordance with the provisions of Welfare and Institutions Code Section 5328.

### **Discharge Planning:**

Discharge planning is the joint responsibility of Consultant staff and the appropriate County staff responsible for placement in the program. Discharge planning is initiated at the time of admission and continues throughout the child's stay. Consultant staff will

coordinate work with the family/primary caregiver, County staff, and other appropriate parties. Discharge plans and goals will be documented in the child's record at admission and updated at least quarterly. Program records shall provide documentation supporting the rationale for discharge and details of the disposition. Discharge summaries will routinely be provided by the Consultant to the County Contract Officer and placement staff within thirty (30) days.

In the event of unanticipated discharge, Consultant shall give notice to the child's family and County placement staff prior to the actual discharge. Facility shall attempt to assist the County and family/primary caregiver in an orderly transfer, providing notice of impending discharge in advance if possible.

**Coordination of Services with County:**

The County designated Contract Administrator will be the primary liaison between the County and Consultant for the purpose of administering this Agreement. Programmatic, child-specific coordination will occur between County placement staff and Consultant.

**Quality Assurance and Utilization Review:**

Consultant shall comply with policies established by the County Quality Management Plan, including utilization controls, and State Department of Mental Health Letters and Notices, as well as Sections 5777(g) and 5778(n) of the Welfare and Institutions Code and regulations adopted pursuant thereto.

**Evaluation:**

Consultant shall provide County with a complete description of the methodology and procedure used to evaluate its programs. Consultant shall participate in the State Department of Mental Health mandated Children's Performance Outcomes System, the County Children's System of Care evaluation program and other County evaluation activities deemed necessary by the County Mental Health Director.

**Compensation:**

All Services provided by Consultant shall have prior written authorization by the County Mental Health Director of designee. All compensation for services shall be based on actual costs as determined by the Consultant yearly cost report and shall not exceed the Statewide Maximum Allowable (SMA) rate as determined by the State Department of Mental Health.

Provisional Rates:

County shall pay Consultant the provisional rates for the following services:

Mental Health Services	\$1.50 per minute
Therapeutic Behavioral Services (TBS)	\$1.50 per minute