

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
JEFFREY KLINE, Ph.D.**

THIS AGREEMENT, entered into this _____ day of _____, 20_____,
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and
JEFFREY KLINE, Ph.D., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of mental health assessment and psychological evaluation services.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO
AS FOLLOWS:**

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Scope of Work

Exhibit B—Payments and Rates

Exhibit C - 504 Compliance

Exhibit D- Child Care Reporting Requirement

Exhibit E – Fingerprinting Certification Form

Exhibit F- Contractor's Declaration Form

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED DOLLARS, (\$112,500).**

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **July 1, 2013 through June 30, 2016.**

This Agreement may be terminated by Contractor, the Human Services Agency Director or her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the county learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and that it will comply with such provisions before commencing the

performance of the work of this Agreement.

- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- | | |
|---|-------------|
| (a) Comprehensive General Liability | \$1,000,000 |
| (b) Motor Vehicle Liability Insurance | \$1,000,000 |
| (c) Professional Liability | \$1,000,000 |

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with Laws; Payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and Municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this Agreement and State, Federal, County, or Municipal law or regulations, the requirements of the applicable law will take precedence

over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with §504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5 (a), which is incorporated herein as if fully, set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deducts from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) Contractor shall maintain all required records for three (3) years after County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by County.

(c) Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this Agreement's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of this body of the Agreement shall prevail. Any prior Agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:

Natasha Bourbonnais, Human Services Manager
1 Davis Drive
Belmont, CA 94001
650.802.6583

In the case of Contractor, to:

Jeffrey Kline, Ph.D.
825 Oak Grove Avenue, D-201
Menlo Park, CA 94025
650.329.8904

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

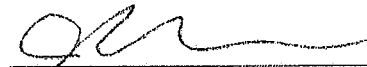
By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

JEFFREY KLINE, Ph.D.



Contractor's Signature

Date: 5/2/13

Exhibit A

Scope of Work **July 1, 2013 through June 30, 2016**

In consideration of the payment set forth in Exhibit B, Contractor shall provide the following services. All payments under this Agreement must directly support services specified in this Agreement. Contractor will provide professional consultations to the San Mateo County Human Services Agency's Child Welfare Services (HSA) for psychological aspects of child physical and sexual abuse and neglect.

Contractor shall provide mental health assessment and psychological evaluation services for clients of the Children and Family Services (CFS) division of the San Mateo County Human Services Agency. Each evaluation is expected to last between six (6) to ten (10) hours, which includes the following:

- Document Review/Interview Time: up to four (4) to six (6) hours
- Report Writing Time: up to two (2) to four (4) hours

Prior approval will be required in the event the evaluation exceeds ten (10) hours.

Evaluation services will be provided according to the following requirements:

1. Adult Evaluations

All evaluations will include psychological testing listed below, unless the individual being evaluated is not capable of completing appropriate assessment devices. The selection and extent of psychological testing is at the discretion of the evaluator, but should include current versions of cognitive, personality, psychopathology, symptom, and/or specific parenting tests selected from the listing below. Other published devices may be substituted provided a specific rationale is offered that confirms its appropriateness for the intended purposes.

Cognitive Testing

- Neuropsychological screening tests such as the Cognistat, Mini Mental State Examination, Trail Making Test, or the Brief Neuropsychological Cognitive Examination
- Test of Nonverbal Intelligence
- Wechsler Abbreviated Scale of Intelligence
- Wechsler Adult Intelligence Scale
- Wechsler Individual Achievement Test
- Wide Range Achievement Test

Clinical Syndromes & Personality Testing

- Minnesota Multiphasic Personality Inventory
- Personality Assessment Inventory
- Millon Clinical Multiaxial Inventory
- Rorschach Inkblot Method

- Thematic Apperception Test

Symptom Inventories

- Beck Depression Inventory
- Symptom Checklist-90-R
- Trauma Symptom Inventory
- Dissociative Experiences Scale
- Maryland Addictions Questionnaire

Parenting & Family Testing

- Parent-Child Relationship Inventory
- Parenting Stress Index
- Child Abuse Potential Inventory
- Family Environment Scale
- Conflict Tactics Scales
- Parent Awareness Skills Survey

2. Child Evaluations

All evaluations will include psychological testing listed below, unless the child being evaluated is not capable of completing appropriate assessment devices. The selection and extent of psychological testing is at the discretion of the evaluator, but should include current versions of cognitive, personality, psychopathology, symptom, and/or specific development tests selected from the listing below. Other published devices may be substituted provided a specific rationale is offered that confirms its appropriateness for the intended purposes.

Cognitive Testing

- Bender Visual Motor Gestalt
- Test of Nonverbal Intelligence
- Wechsler Abbreviated Scale of Intelligence
- Wechsler Individual Achievement Test
- Wide Range Achievement Test

Clinical Syndromes & Personality

- Minnesota Multiphasic Personality Inventory-Adolescent
- Millon Adolescent Clinical Inventory
- Personality Inventory for Youth
- Piers-Harris Children's Self-Concept Scale
- Feelings, Attitudes, Behaviors Scale for Children
- Roberts' Apperception Test
- Children's Apperception Test
- Rorschach Inkblot Method
- Thematic Apperception Test

Symptom Inventories & Behavioral Rating Scales

- Children's Depression Inventory
- Beck Youth Inventories of Emotional and Social Impairment
- Children's Inventory of Anger
- Trauma Symptom Checklist for Children
- Symptom Checklist-90-R
- Child Sexual Behavior Inventory
- Child Behavior Checklist
- Behavioral Assessment System for Children
- Connors' Rating Scales

Developmental Assessment Instruments

- Denver II Developmental Scales
- Child Development Inventory
- Bayley Scales of Infant Development

3. Evaluator Recommendations

Upon completion of the assessment/evaluation, evaluators will be expected to formulate and recommend an effective course of action which addresses the areas of concern to the Court, as specified by the social worker. The recommendation shall include:

- i. A diagnosis of any mental health issues which may be affecting the parent or child.
- ii. An assessment of the parent's ability to provide their child with a safe and stable environment that will not endanger the physical health, safety, protection or physical or emotional well being of the child.
- iii. A diagnosis of any mental disability that renders a parent incapable of the care and control of their child and renders them unable to utilize reunification services within a six to twelve month period.
- iv. Recommendations for treatment.

4. Evaluation Report: Communication between Contractor and CFS Staff

The evaluator will be expected to prepare a report with his/her findings, assessment and recommendations. The report shall be sent to the social worker by an agreed-upon date.

If the social worker contacts the evaluator with questions or clarification regarding the report, the evaluator must respond within 48 hours of the inquiry.

5. Expert Witness Services

The evaluator may be required to testify as an expert witness with respect to services provided as outlined in Exhibit B.

6. Mandated Reporting Responsibility

If the family is considered high risk for abuse, either due to the potential abuser having current access to the child, or would be at risk if there are scheduled unsupervised visits or reunification, or for any other reason, the evaluator shall notify the (CFS) hotline immediately by phone at (650) 802-7922. Evaluator shall also fax the suspected child abuse form to CFS within 36 hours to (650) 802-7518.

Program Monitoring

Contractor will be evaluated on a regular basis by Program Manager to assess Contractor's ability to write effectively, recommend appropriate remedial or consult techniques and procedures, and to submit reports in a timely manner. Any concerns will be addressed to Contractor, who will have a chance to reply and meet with Program Manager to discuss concerns. HSA reserves the right to not utilize a Contractor who consistently fails to meet the standards outlined in this Agreement.

Exhibit B

Payments and Rates
July 1, 2013 through June 30, 2016

In consideration of the services provided by Contractor in Exhibit A, County shall pay Contractor based on the following fee schedule unless otherwise specifically authorized by the Director of Human Services Agency or her designee.

1. Payment for evaluation, court-ordered therapy and expert witness fees will be made upon receipt and approval of Contractor's invoice for services provided at the following rates:

Evaluation	\$125/hour
Expert Witness Fees	\$300.00/hour and \$1,500 for half day
Travel Reimbursement	Billed at County's mileage rate

2. The maximum amount the County shall pay the Contractor shall not exceed **ONE HUNDRED TWELVE THOUSAND FIVE THOUSAND DOLLARS (\$112,500)** for the term of this Agreement.
3. The maximum number of hours that can be billed for a client "no show" is four (4) hours.
4. Invoices shall be sent to: Referring Social Worker, and to Jessie Lin, County of San Mateo, Human Services Agency, 1 Davis Drive, Belmont, CA 94002. Payments shall be made within thirty (30) working days upon receipt of Contractor's invoice.
5. All payments under this Agreement must directly support services specified in this Agreement.
6. County may withhold all or part of Contractor's total payment if the Director of Human Services Agency or her designee reasonably determines that Contractor has not satisfactorily performed the services described in Exhibit A.
7. County will give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.
8. If County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately, without the thirty (30) day waiting period, upon County's written notice with justification to Contractor.

Exhibit C

**(Required only from Contractors who provide services
directly to the Public on the County's behalf.)**

**Assurance of Compliance with Section 504 of the
Rehabilitation Act of 1973, as Amended**

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. ☒ employs fewer than 15 persons.
- b. ☐ employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Jeffrey Kline
Name of 504 Person - Type or Print

Jeffrey Kline
Name of Contractor(s)-Type or Print

825 Oak Grove Avenue, D-201
Street Address or P.O. Box

Menlo Park, CA 94025
City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

5/7/13
Date

[Signature]
Signature and Title of
Authorized Official *Clinical Psychologist*

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

Exhibit D

Child Abuse Prevention and Reporting

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, Cal Pen Code 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described in Penal Code Section 11165.9. This responsibility shall include:

- A. A requirement that all employees, consultants, or agents performing services under this contract who are required by the Penal Code to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.
- B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under the Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
- C. Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting services will be at County's sole discretion and Contractor's sole expense.

Exhibit E**FINGERPRINTING CERTIFICATION FORM****Agreement with Jeffrey Kline****FOR****Court-Ordered Mental Health Assessments**

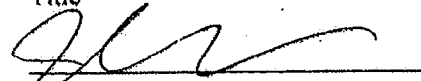
() Contractor agrees that its employees and/or its subcontractors, assignees and volunteers who, during the course of performing services under this agreement, have contact with children will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom contractors employees, assignees and subcontractors or volunteers have contact.

Jeffrey Kline, PhD

Name

Clinical Psychologist

Title



Signature

5/2/13

Date

