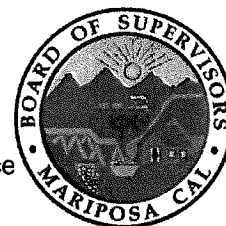


MARIPOSA COUNTY

Human Services/Employment and Community Service



RESOLUTION - ACTION REQUESTED 2016-179

MEETING: April 19, 2016

TO: The Board of Supervisors

FROM: Chevon Kothari, Human Services Director

RE: PSA with Cathy Rohrbaugh for Learning Disability Evaluations

RECOMMENDATION AND JUSTIFICATION:

Approve a Fifteen Month Professional Services Agreement with Cathy Rohrbaugh to provide Learning Disability Evaluations in an amount not to exceed \$7,500; and authorize the Board of Supervisors Chair to sign the Agreement.

Cathy Rohrbaugh will provide learning disability evaluations to individuals referred by the Welfare to Work unit of Human Services. In order to help clients find work, it is sometimes necessary to evaluate learning disabilities. Ms. Rohrbaugh will provide a completed written evaluation to the Welfare to Work case manager within 30 days of the scheduled appointment. Ms. Rohrbaugh is a psychologist employed by the Mariposa County Unified School District Special Education Department.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The last Agreement with Cathy Rohrbaugh was signed by the CAO on June 1, 2014. The Board last approved an Agreement with Cathy Rohrbaugh on June 23, 2009 by Resolution 2009-310. The Board has approved several Agreements with Cathy Rohrbaugh since 2002.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If this Agreement is not approved, clients will not have an evaluation of possible learning disabilities that could assist in guiding their search for suitable work.

FINANCIAL IMPACT:

There is sufficient funding in the Social Services budget to accommodate the cost of the Agreement for this fiscal year, and sufficient funding will be included in the Requested Budget for fiscal year 2016-17. There is no impact to the County General Fund.

ATTACHMENTS:

Cathy Rohrbaugh PSA 2016 and 2017 (PDF)

CAO RECOMMENDATION

Requested Action Recommended

Mary Hodson
Mary Hodson, CAO 4/13/2016

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Smallcombe, Jones, Long, Cann, Carrier

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT is made this 1st day of March, 2016 between:

COUNTY:

Mariposa County Dept of Human Services
P.O. Box 99
Mariposa, CA 95338

and

CONTRACTOR:

Cathy Rohrbaugh
32193 Road 221
North Fork, CA 93643

ARTICLE 1. TERM OF CONTRACT

1.01 Term: This Agreement shall become effective as of March 1, 2016 and shall terminate on June 30, 2017, unless terminated in accordance with the provisions of Article 7 of this Agreement.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01 Independent Contractor: It is the express intention of the parties that Contractor is an independent Contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

2.02 Contractor warrants that it has the necessary competence, experience and qualifications for the services to be performed.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

3.01 Specific Services: Contractor agrees to perform the services as described on Exhibit "A" attached hereto.

3.02 Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

3.03 Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of

Contractor by this Agreement. County may not control, direct, or supervise Contractor's responsibility for assistants or employees in the performance of those services. Contractor assumes full performance of those services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of such assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

ARTICLE 4. COMPENSATION

4.01 Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor:

The not to exceed total sum of Seven Thousand Five Hundred Dollars (\$7,500) for services as described above. The total sum to be paid to Contractor includes all labor, materials, travel and other expenses to be incurred by Contractor in the performance of the services described herein. Payment shall be made upon submission of a formal claim approved by the appropriate official of the County as follows:

- Total sum to be paid upon completion of services,
or
 Incremental payments based on the following schedule:
As outlined in Exhibit "A"
Not to exceed amount of \$7,500

4.02 Invoices: Contractor shall submit invoices for all services being rendered from the Contractor to the County.

4.03 Date for Payment of Compensation: County shall endeavor to make payment within 45 days of invoices being submitted from the Contractor to the County.

4.04 Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of equipment provided by Contractor, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

5.01 Tools and Instrumentalities: Contractor will supply all tools and instrumentalities, required to perform the services under this Agreement. Contractor is not required to purchase or rent any tools, equipment or services from County.

5.02 Obligations: County shall not provide working space, supplies, materials or other such support to Contractor in the performance of the services and tasks as described herein.

5.03 Indemnification: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of Three Hundred Thousand Dollars (\$300,000) an

amount determined appropriate by the County Risk Manager to cover such claims. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

- 5.04** Workers' Compensation: Contractor shall provide workers' compensation insurance as required by the State of California for all services provided hereunder.
- 5.05** Assignment: Contractor understands that County retained the services of Contractor because of Contractor's reputation and expertise in his or her field and, therefore, neither this Agreement nor any duties or obligations under this Agreement may be assigned by Contractor without the prior written consent of County.
- 5.06** State and Federal Taxes: As Contractor is not County's employee; Contractor is responsible for paying all required state and federal taxes. In particular:
- County will not withhold FICA (Social Security) from Contractor's payments;
 - County will not make state or federal unemployment insurance contributions on behalf of Contractor;
 - County will not withhold state or federal income tax from payment to Contractor;
 - County will not make disability insurance contributions on behalf of Contractor;
 - County will not obtain workers' compensation insurance on behalf of Contractor.
- 5.07** Records: It is understood and agreed that all plans, studies, specifications, and data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Agreement shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the County and are not necessarily suitable for any future or other use. Contractor shall maintain such records for a minimum of three (3) years or as otherwise required by law.
- 5.08** Professional Liability Coverage: Contractor shall provide proof of professional liability coverage satisfactory to County prior to commencing work under the Agreement.
- 5.09** Public Employees Retirement System (CalPERS): In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

ARTICLE 6. OBLIGATIONS OF COUNTY

- 6.01** Cooperation of County: County agrees to comply with all reasonable requests of Contractor and provide access as allowed by law to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.

ARTICLE 7. TERMINATION OF AGREEMENT

- 7.01** Termination Occurrence of Stated Events: This Agreement shall terminate automatically on the occurrence of any of the following events:
1. Bankruptcy or insolvency of Contractor;
 2. Death of Contractor.
- 7.02** Termination by County for Default of Contractor: Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at County's option, may terminate this Agreement by giving written notification to Contractor.
- 7.03** Termination for Convenience of County: County may terminate this Agreement at any time by mailing a notice in writing to Contractor that the Agreement is terminated. Said Agreement shall then be deemed terminated and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.
- 7.04** Termination of Funding: County may terminate this Contract with thirty (30) days notice prior to the anniversary date of this Contract per California State Constitution Article XVI Section 18. In that event, County would be released from the second and subsequent years of this Agreement.

ARTICLE 8. GENERAL PROVISIONS

- 8.01** Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.
- 8.02** Entire Agreement of the Parties: This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or

promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

- 8.03** Partial Invalidity: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.04** Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
- 8.05** Governing Law: This Agreement will be governed by and construed in accordance with the laws of the State of California.

Executed at Mariposa, California, on the date and year first above written.

COUNTY:

CONTRACTOR:



John Carrier, Chair
Mariposa County Board of Supervisors



Cathy Rohrbaugh
Contractor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**


Steven Dahlem, County Counsel

Exhibit "A"

Learning Disabled Evaluations

1. Welfare to Work Case Manager will refer appropriate clients to Contractor for a complete learning disabled evaluation. The referral will be made in writing including a scheduled time for testing with copies of the referral provided to both the client and the Contractor. A *Permission to Release Learning Disabilities Information* form (WTW 20) signed by the client will be forwarded with the referral.
2. Contractor will administer appropriate tests to measure the following:
 - Aptitudes/information processing, e.g., Wechsler Adult Intelligence Scale (WAIS), Woodcock-Johnson;
 - Achievement, e.g., Wide Range Achievement Test (WRAT3), Test of Adult Basic Education (TABE), Nelson-Denny (reading); and
 - Vocational interests, as needed, to assist in the development of the Welfare To Work (WTW) Plan.

The types of tests administered are at the discretion of the contractor's professional judgment and should match, to the extent possible, a participant's goals. For example, if obtaining a General Education Diploma (GED) is a participant's goal, then the learning disabilities evaluation should include the appropriate tests to identify the services and accommodations needed for the participant to attain his/her goal.

3. The Learning Disabled Evaluation written report should include the following:

Core information:

- Relevant vocational/educational background and history;
- General aptitude/cognitive level;
- Other issues, e.g., physical/mental problems;
- Areas of strength;
- Areas of deficit;
- Range of recommended accommodations/assistive technology for the participant's WTW plan; and
- Summary (including severity of disability; areas of potential impact; rationale for learning disabilities determination/diagnosis; and recommendations for additional services, as appropriate).

Optional information:

- Identification of local resources;
- Documentation of accommodation/assistive technology needs for other purposes (e.g., driver's license exam, GED exam); and
- Discussion of participant's short/long-term employment goals and general/specific vocational recommendations to the extent that the evaluator feels qualified to address these issues.

4. Once the County receives an individual's written learning disabilities evaluation, the contractor will provide consultation services to address concerns including, but not limited to, the following:
 - Are additional tests needed?
 - How significant is the individual's learning disability and will it affect his/her ability to participate in WTW activities?
 - Are the participant's proposed or current WTW activities appropriate?
 - What types of accommodations, assistive technologies or services does the client need to successfully participate in WTW activities?
 - Are there suspected co-existing disorders?
 - What types of local learning disabilities resources are available to help the client?
5. Contractor will provide a completed written evaluation to Welfare to Work Case Manager no later than 30 calendar days from the original scheduled appointment. The evaluation format will follow the attached "Evaluation Template" as a guide. Contractor will meet with Case Manager and/or client to review the results and recommendations. If the client fails to keep any appointment with the Contractor the Contractor must notify the Welfare to Work Case Manager within 2 working days.
6. Contractor agrees to comply with the provisions of Welfare and Institutions Code 10850 regarding Confidentiality and will assure that all records concerning individuals made or kept in connection with this Agreement will be kept confidential and will not be open to examination for any purpose not directly related to administration of this agreement. Contractor will review and sign the Department's Confidentiality Policy.
7. Contractor will be paid \$500 for each completed written evaluation. If client does not complete the process, Contractor will bill County at the rate of \$30 per hour for services provided. If a client does not show up for the scheduled appointment, Contractor will be paid \$50.
8. Contractor will be paid a one-time sum of up to \$500 to assist with the purchase of supplies and updated materials, upon submission of an invoice.

EVALUATION TEMPLATE
LEARNING DISABLED ASSESSMENT

DATE OF REPORT:

NAME:

PHONE NUMBER:

ADDRESS:

TEST DATES:

BACKGROUND INFORMATION:

BEHAVIORAL OBSERVATIONS:

ASSESSMENTS USED:

ASSESSMENT RESULTS:

SUMMARY:

RECOMMENDATIONS:

SIGNATURE:

ASSESSMENT DATA: