



COUNTY OF HUMBOLDT

AGENDA ITEM NO. C-9

For the meeting of: October 27, 2015

Date: October 1, 2015
To: Board of Supervisors
From: Phillip R. Crandall, Director CB
Department of Health and Human Services
Subject: Agreement with LMT & Associates Consulting, Inc. for 2015-16

RECOMMENDATION(S):

That the Board of Supervisors:

- 1. Approves the Agreement with LMT & Associates Consulting, Inc. for 2015-16;
2. Authorizes the Chair of the Board to execute three (3) originals of the Agreement (Attachment 1); and
3. Directs the Clerk of the Board to return two (2) executed originals of the Agreement to the Department of Health and Human Services (DHHS)-Contract Unit.

SOURCE OF FUNDING:

Social Service Fund

DISCUSSION:

On October 20, 2014, the Humboldt County Purchasing Agent approved an Agreement with LMT Consulting to consult with, educate, and support DHHS-Children and Family Services' (CFS), Children's Mental Health program staff to implement and manage complex mental health program requirements to assure compliance with state and federal regulations. On June 23, 2015 (item C-20), the Board approved

Prepared by Connie Beck, DHHS Assistant Director -Finance

CAO Approval Amy Rosen

REVIEW: Auditor MBM County Counsel HA Human Resources KW Other

TYPE OF ITEM:
[X] Consent
Departmental
Public Hearing
Other

PREVIOUS ACTION/REFERRAL:

Board Order No. C-20
Meeting of: 6/23/15

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor Sundberg Seconded by Supervisor Bass
Ayes Sundberg, Covallace, Fennell, Bohn, Bass
Nays
Abstain
Absent

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.
Dated: October 27, 2015
By: Kathy Hayes, Clerk of the Board

the First Amendment to Agreement with LMT Consulting to significantly expand the scope of services and increase the maximum payment.

This Agreement with LMT Consulting (herein after known as "LMT & Associates Consulting, Inc.") continues the contractor's consulting services. Under the terms of the Agreement, LMT & Associates Consulting, Inc. will:

1. Perform a review of the Mental Health Plan's interface with Partnership Health Plan (managed care entity) related to the provision of mental health services and supports to children, youth and families.
2. Perform a detailed review of the Division's current organizational provider network inclusive of current utilization and movement towards a performance based and geographically accessible service approach.
3. Perform a detailed review of the Division's preparation for and implementation of State Continuum of Care Reform (CCR) activities and services.
4. In collaboration with DHHS leadership, develop and implement strategies to further the Division's implementation of state Katie A. compliance activities and services, including, but not limited to, Treatment Foster Care, and Core Practice Model.
5. In collaboration with DHHS and TAY program leadership, develop and implement strategies to further the re-design of culturally appropriate and youth guided Behavioral Health Services to Transition Aged Youth.
6. In collaboration with DHHS leadership, develop and implement a Performance Outcomes System (POS) to track mental health services and outcomes pursuant to DHCS Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) POS guidelines.
7. In collaboration with DHHS leadership, develop and implement strategies to further the Division's coordination with local schools to improve services and supports to children, youth, and families.
8. Perform other program or service assessments as mutually agreed upon.
9. Provide written results from documentation and site reviews as well as recommendations for system improvements.

#### FINANCIAL IMPACT:

The expense associated with the LMT & Associates Consulting, Inc. Agreement has been included in the approved fiscal year 2015-16 Budget (and proposed fiscal year 2016-17 Budget) in the amount of Ninety-Eight Thousand Dollars (\$98,000.00) in Fund 1160, Budget Unit 511 – Social Service. There no impact to the county General Fund.

Approving this Agreement supports the Board's Strategic Framework by creating opportunities for improved health and safety and protecting vulnerable populations as well as providing and maintaining infrastructure.

#### OTHER AGENCY INVOLVEMENT:

Education, Tribal Governments, and organization providers

#### ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to approve the Agreement with LMT & Associates Consulting, Inc. for fiscal year 2015-16. DHHS does not recommend this option due to the new statutory requirements. Any errors or omissions could result in loss of funds to Humboldt County.

#### ATTACHMENTS:

1. Agreement with LMT & Associates Consulting, Inc. for 2015-16 (3 originals)

## AGREEMENT FOR SERVICES

This Agreement is made and entered into this 27<sup>th</sup> day of October, 2015, by and between the County of Humboldt (hereinafter, COUNTY), a political subdivision of the State of California, and LMT & Associates Consulting, Inc., (hereinafter, CONTRACTOR) a Corporation.

### RECITALS

WHEREAS, COUNTY through its Department of Health and Human Services (DHHS) desires to retain the services of an independent consultant on an as-need basis to support DHHS staff to implement complex DHHS Children and Family Division Mental Health related responsibilities and tasks to assure compliance with State and Federal regulations; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR is qualified to perform such services.  
NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES/DESCRIPTION OF SERVICES  
CONTRACTOR agrees to provide all of the services described in Exhibit A, consisting of one (1) page, attached hereto and incorporated by reference. Said exhibit describes the work to be performed by CONTRACTOR under this Agreement.
2. NO TERMS NOT INCLUDED:  
This agreement contains all the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any all prior agreements of the parties.
3. ENTIRETY OF CONTRACT  
This Agreement shall constitute the entire Agreement between the parties relating to the subject matter of this Agreement, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms which are embodied in this Agreement are hereby ratified.

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4. TERM  
This Agreement shall commence October 20, 2015 and shall continue in effect through September 30, 2016.
5. COMPENSATION  
CONTRACTOR agrees that the total maximum compensation for services performed and costs incurred under this Agreement shall not exceed the sum of Ninety-Eight Thousand Dollars (\$98,000.00). DHHS agrees to pay CONTRACTOR at the rate of One Hundred Fifty Dollars per hour (\$150.00/hour) for non face-to-face DHHS approved activities or Two Thousand Dollars per day (\$2000.00/day) for full day (defined as 6-8 hours) face-to-face on-site consultations inclusive of travel and other related costs. CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. The charges and costs shall be as set forth in the Payment Agreement, attached hereto as Exhibit B, consisting of one (1) page, and incorporated by reference.
6. PAYMENT  
CONTRACTOR shall submit an itemized invoice monthly to the COUNTY itemizing all work completed and costs incurred as of the invoice date. Payment for work performed will be made within thirty (30) days after receipt of the invoice.
7. COUNTY RESPONSIBILITY  
COUNTY shall monitor this Agreement to ensure CONTRACTOR'S compliance with the terms of this Agreement.
8. TERMINATION FOR REDUCTION OR LACK OF FUNDING  
COUNTY'S obligations under this Agreement are contingent upon the availability of county, State and/or Federal funds. In the event such funding is terminated or reduced, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated or COUNTY'S maximum obligation reduced. COUNTY shall provide CONTRACTOR seven (7) days written notice of its intent to terminate this Agreement or its intent to reduce its maximum obligation under this Agreement.
9. TERMINATION FOR CAUSE  
If, in the opinion of COUNTY, CONTRACTOR fails to perform the services required under this Agreement within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law which applies to its performance herein, COUNTY may terminate this Agreement immediately, upon notice. In such event, COUNTY shall pay to CONTRACTOR an equitable portion of the total remuneration as compensation for the portion of the work deemed acceptable by COUNTY, less the amount of any damages sustained by COUNTY as a result of CONTRACTOR'S breach

of this Agreement. COUNTY shall be entitled to take possession of all studies, drawings, computations, specifications and reports insofar as they are complete and acceptable to COUNTY.

10. TERMINATION FOR CONVENIENCE

At any time and for any reason, upon thirty (30) days written notice to CONTRACTOR, COUNTY may terminate this Agreement and pay only for those services rendered as of the date when termination is effective.

Notice may be given by delivering a copy of said notice to CONTRACTOR personally, or by mailing a copy of said notice to CONTRACTOR. If mailed, notice shall be deemed received two (2) days after deposit in the United States mail, postage prepaid, and addressed as set forth in Paragraph 12, Notices.

11. AMENDMENT

No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

12. NOTICES

Notices shall be given to COUNTY at the following address:

Director  
Humboldt County Department of Health & Human Services  
507 F Street  
Eureka, CA 95501

Notices shall be given to CONTRACTOR at the following address:

LMT & Associates Consulting, Inc.  
PO Box 1726  
Yuba City, CA 95991

Notice shall be in writing and may be given by delivering a copy of said notice to CONTRACTOR or COUNTY personally, or by mailing a copy of said notice to CONTRACTOR or COUNTY. If mailed, notices shall be deemed received two (2) days after their deposit in the United States mail, postage prepaid and addressed as set forth above.

13. ATTORNEYS' FEES

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees (including reasonable value of services rendered by County Counsel) to be fixed by the court, and such recovery shall include court costs and attorneys' fees (including reasonable value of services rendered by County Counsel) on appeal, if any. As used herein, the party prevailing

means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

14. NO WAIVER OF DEFAULT

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand of the CONTRACTOR under this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

15. BOOK OF RECORD AND AUDIT PROVISIONS

A. CONTRACTOR agrees to coordinate with COUNTY in the performance of this Agreement, timely preparation and maintenance of accurate and complete financial and performance records for a minimum of five (5) years from the date of final payment under this Agreement or until all pending County, State, and Federal audits are completed, whichever is later. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work. In addition CONTRACTOR shall maintain detailed payroll records. CONTRACTOR agrees to maintain such records locally and make them available for inspection by County, State and Federal representatives, during normal business hours, upon five (5) working days notice.

B. CONTRACTOR will permit COUNTY, State and/or Federal Government to audit all books, accounts or records relating to this Agreement for the purpose of compliance with applicable audit requirements relative to this Agreement. CONTRACTOR shall provide the COUNTY, State or Federal Governments with any relevant information required and shall permit access to its premises, during normal business hours, upon five (5) days notice.

C. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency and for the cost of the audit. If CONTRACTOR is the party responsible for the

deficiency, the cost of the audit and the deficiency shall be paid by CONTRACTOR within thirty (30) days of notice.

D. CONTRACTOR'S rights and obligations under this provision shall continue after termination of the Agreement.

16. REPORTING:  
CONTRACTOR agrees to provide COUNTY with any reports that may be required by County, State or Federal agencies for compliance with this Agreement.
17. MONITORING:  
CONTRACTOR agrees to extend to DHHS Director or designees, the right to review and monitor records, programs or procedures, at any time, in regards to clients, as well as the overall operation of CONTRACTOR'S programs in order to ensure compliance with the terms and conditions of this Agreement.
18. ASSIGNMENT  
Neither party shall assign its obligations under this Agreement without the prior written consent of the other. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement.
19. SUBCONTRACTING  
CONTRACTOR shall not subcontract any portion of the work required by this Agreement without prior written approval of COUNTY.
20. RELATIONSHIP OF PARTIES  
CONTRACTOR shall perform all work and services as described herein as an independent CONTRACTOR. No person performing any of the work or services described herein shall be considered an officer, agent, servant or employee of COUNTY, nor shall any such person be entitled to any benefits, including but not limited to Workers' Compensation Benefits, available or granted to employees of COUNTY. CONTRACTOR shall be solely responsible for the acts or omissions of its officers, agents, employees, and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between COUNTY and CONTRACTOR.
21. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE  
CONTRACTOR certifies by its signature below that CONTRACTOR is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a

nuclear weapons contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR becomes a nuclear weapons contractor.

22. COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR shall comply with any and all applicable Federal, State and local laws affecting the services covered by this Agreement, including, but not limited to, the Americans with Disabilities Act.

23. JURISDICTION AND VENUE

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure §§394 and 395.

24. REFERENCE TO LAWS AND RULES:

In the event any law, regulation or policy referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

25. NONDISCRIMINATORY DELIVERY OF SOCIAL SERVICES

CONTRACTOR agrees that it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; Title II of the Americans With Disabilities Act of 1990, as amended; the Age Discrimination Act of 1972, as amended; the Food Stamp Act of 1977, as amended; California Civil Code, Section 51 et seq., as amended; California Government Code, Section 4450 et seq as amended and other applicable Federal and State laws and their implementing regulations, all as outlined in California DSS Manual Division 21. The CONTRACTOR agrees to ensure that the administration of public assistance and social services programs are nondiscriminatory, and that no person shall, because of race, religion or religious creed, color, age (over 40), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics) mental or physical disability (including HIV status and AIDS), military service, or any other classifications protected by federal, state, or local laws or ordinances be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal or State financial assistance. The COUNTY reserves the right to monitor the CONTRACTOR for compliance with the requirements of this paragraph and Division 21.

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26. NONDISCRIMINATORY EMPLOYMENT

In connection with the execution of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation ( including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics) mental or physical disability (including HIV status and AIDS), military service, or any other classifications protected by federal, state, or local laws or ordinances. This policy does not require the employment of unqualified persons.

CONTRACTOR further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1974, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Welfare and Institutions Code Section 10000, CDSS MPP Division 21, and other applicable Federal and State laws to ensure that employment practices are non-discriminatory.

CONTRACTOR shall comply with United States Executive Order 11246, entitled "Equal Employment Opportunity." United States Executive Order 11375 and supplemented in 45 CFR, Part 60, amends this. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

27. CONFIDENTIAL INFORMATION

In the performance of this Agreement, CONTRACTOR may receive confidential information. Said information may be confidential under the laws of California, including but not limited to Welfare and Institutions Code Sections 827, 10850; Division 19 California Department of Social Services Manual of Policies and Procedures, Confidentiality of Information; and/or the laws of the United States. CONTRACTOR shall comply with all laws regarding confidentiality and shall advise and require all subcontractors to comply with the laws of confidentiality.

28. INSURANCE

- A. This contract/agreement shall not be executed by COUNTY and the CONTRACTOR is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.
- B. Without limiting CONTRACTOR'S indemnification provided herein, CONTRACTOR shall, and shall require any of its subcontractors, to take out and maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers with a current A.M. Bests rating of no less than A:VII, or its equivalent, against

injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of CONTRACTOR, its agents, employees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of One Million Dollars (\$1,000,000) per occurrence for any one incident, including, personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.
2. Automobile/Motor liability Insurance with a limit of liability of not less than One Million Dollars (\$1,000,000) combined single limit coverage. Such insurance shall include coverage of all "owned", "hired", and "non owned" vehicles or coverage for "any auto".
3. Workers' Compensation and Employer's Liability insurance meeting statutory limits of the California Labor Code which policy shall contain or be endorsed to contain a waiver of subrogation against County, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation. In all cases, the above insurance shall include Employers Liability coverage with limits of not less than one million dollars per accident for bodily injury and disease.

**If Contractor has no employees, Contractor may sign and file the following certification in lieu of insurance:**

*"I am aware of the provisions of the California Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with provisions of that code before commencing with and during the performance of the work of this contract."*

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Signature

4. Insurance Notices:  
County of Humboldt  
Attn: Risk Management  
825 5<sup>th</sup> Street, Room 131  
Eureka, CA 95501

C. **Special Insurance Requirements.** Said policies shall unless otherwise specified herein be endorsed with, the following provisions:

- (1) The Comprehensive General Liability Policy shall provide that the COUNTY, its officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:
  - a. Includes contractual liability.
  - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards".
  - c. Is primary insurance as regards to County of Humboldt.
  - d. Does not contain a pro-rata, excess only, and/or escape clause.
  - e. Contains a cross liability, severability of interest or separation of insured's clause.
- (2) The policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY and in accordance with the Notice provisions set forth under Section 12. It is further understood that CONTRACTOR shall not terminate such coverage until it provides COUNTY with proof satisfactory to COUNTY that equal or better insurance has been secured and is in place.
- (3) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
- (4) For claims related to this project, the CONTRACTOR'S insurance is primary coverage to the COUNTY, and any

insurance or self-insurance programs maintained by the COUNTY are excess to CONTRACTOR'S insurance and will not be called upon to contribute with it.

- (5) Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to COUNTY, its officers, officials, employees, and volunteers.
- (6) CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by COUNTY. The endorsements shall be on forms as approved by the COUNTY'S Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000) shall be disclosed to and approved by COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost of said insurance. COUNTY is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to CONTRACTOR under this Contract.
- (7) COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and CONTRACTOR shall be required to purchase additional coverage to meet the aggregate limits set forth above.

29. HOLD HARMLESS/INDEMNIFICATION CLAUSE

- A. CONTRACTOR shall hold harmless, defend and indemnify the COUNTY and its officers, officials, employees, volunteers and elective and appointive boards from and against any and all liability loss, all claims, losses, damages, including damage expense, costs (including without limitation, costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the COUNTY. This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of CONTRACTOR'S services, as well as during the progress of rendering such services.
- B. Acceptance of insurance required by this Agreement does not relieve CONTRACTOR from liability under this indemnification

clause. This indemnification clause shall apply to all damages or claims for damages suffered by CONTRACTOR'S operations regardless if any insurance is applicable or not.

30. MEDIA RELEASE  
All press releases and informational material related to this Agreement shall receive approval from COUNTY prior to being released to the media (television, radio, newspapers, Internet). In addition, CONTRACTOR shall inform COUNTY of requests for interviews by media related to this Agreement prior to such interviews taking place. COUNTY reserves the right to have a representative present at such interviews. All notices required by this provision shall be given to the Director of the County Department of Health and Human Services or his designee.
31. LICENSING  
CONTRACTOR shall maintain the appropriate licenses throughout the life of this Agreement.
32. TITLE  
It is understood that any and all documents, information, and reports concerning this project prepared by and/or submitted by CONTRACTOR shall be the property of COUNTY. CONTRACTOR may retain reproducible copies of drawings and copies of other documents. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writing and documents to COUNTY without exception or reservation.
33. STANDARD OF PRACTICE  
CONTRACTOR warrants that CONTRACTOR has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR'S duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.
34. BINDING EFFECT  
All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and assigns.
35. SEVERABILITY  
If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

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36. INTERPRETATIONS

As both parties jointly prepared this Agreement, the language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

37. RESTRICTIONS, LIMITATIONS OR CONDITIONS

This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Federal and/or State governments that may affect the provisions, terms or funding of this Agreement.

38. FACILITIES: MATERIAL AND SERVICES

COUNTY will provide the necessary office, supplies, and support services required by CONTRACTOR in performing work activities under this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and date first above written.

ATTEST:

KATHY HAYES

Clerk of the Board of Supervisors of the County of Humboldt, State of California

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

APPROVED AS TO INSURANCE:

\_\_\_\_\_

Risk Manager

COUNTY OF HUMBOLDT:

\_\_\_\_\_

Chair, of the Board of Supervisors

LMT & ASSOCIATES CONSULTING, INC.

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Name

\_\_\_\_\_

Title

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

**EXHIBIT A**  
**Scope of Work**  
**FY 2015-16**

Under the terms of the Agreement CONTRACTOR agrees to consult with DHHS staff to implement complex DHHS Children and Family Division Mental Health related responsibilities and tasks to assure compliance with State and Federal regulations. CONTRACTOR shall support DHHS administrative staff members on an as-need basis to complete the following tasks:

1. Perform a review of the Mental Health Plan's interface with Partnership Health Plan (managed care entity) related to the provision of mental health services and supports to children, youth and families.
2. Perform a detailed review of the Division's current organizational provider network inclusive of current utilization and movement towards a performance based and geographically accessible service approach.
3. Perform a detailed review of the Division's preparation for and implementation of State Continuum of Care Reform (CCR) activities and services.
4. In collaboration with DHHS leadership, develop and implement strategies to further the Division's implementation of state Katie A. compliance activities and services, including, but not limited to, Treatment Foster Care, and Core Practice Model.
5. In collaboration with DHHS and TAY program leadership, develop and implement strategies to further the re-design of culturally appropriate and youth guided Behavioral Health Services to Transition Aged Youth.
6. In collaboration with DHHS leadership, develop and implement a Performance Outcomes System (POS) to track mental health services and outcomes pursuant to DHCS Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) POS guidelines.
7. In collaboration with DHHS leadership, develop and implement strategies to further the Division's coordination with local schools to improve services and supports to children, youth, and families.
8. Perform other program or service assessments as mutually agreed upon.
9. Provide written results from documentation and site reviews as well as recommendations for system improvements.



**EXHIBIT B**  
**Payment Agreement**  
**2015-16**

1. CONTRACTOR agrees that the total maximum compensation for services and costs under this Agreement shall not exceed Ninety-Eight Thousand Dollars (\$98,000.00).
2. CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount.
3. CONTRACTOR will be compensated by COUNTY for work performed under this Agreement at the rate of One Hundred Fifty Dollars per hour (\$150.00/hour) for non face-to-face DHHS approved activities or Two Thousand Dollars per day (\$2000.00/day) for full day (defined as 6-8 hours) face-to-face on-site consultations inclusive of travel and other related costs.
4. CONTRACTOR shall submit an itemized invoice monthly to the COUNTY itemizing work completed and costs incurred as of the invoice date.
5. Payment for work performed will be made within thirty (30) days after receipt of the invoice.
6. Contractor shall submit invoices to:

DHHS-Financial Services  
Attention: Trevis Green  
507 F Street  
Eureka, CA 95501