DEPARTMENT: Human Services  
Social Services Division

RECOMMENDED ACTION AND JUSTIFICATION:  POLICY ITEM: YES ( ) NO (X)

SEE ATTACHED

BACKGROUND AND HISTORY OF BOARD ACTIONS:

SEE ATTACHED

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

SEE ATTACHED

-------------------------------------------------------------------------------------------------

COSTS:  ( ) Not Applicable  
A. Budgeted 2002-03 FY $24,500
B. Total anticipated costs $24,500
C. Required add'l funding $__________
D. Internal transfers $__________

SOURCE:  ( ) 4/5's vote required
A. Unanticipated revenues $__________
B. Reserve for Contingencies $__________
C. Source description: 
  Balance in Reserve for Contingencies, if approved: $__________

-------------------------------------------------------------------------------------------------

SPECIAL INSTRUCTIONS:

List the attachments and number pages accordingly:
  Memo
  Agreement

-------------------------------------------------------------------------------------------------

CLERK'S USE ONLY:
ResOLUTION NO.: 02-242

Ordinance No.:  

Vote: Ayes: 4 Noes: Denial:  

Approved ( ) Denied  

( ) Minute Order attached.  

( ) No Action Necessary.

The foregoing instrument is a correct copy of the original on file in this office.

Date:  

MARGIE WILLIAMS  
Clerk of the Board,  
County of Mariposa,  
State of California

BY:  
Deputy

-------------------------------------------------------------------------------------------------

ADMINISTRATIVE OFFICER'S RECOMMENDATION:

This item on Agenda as:  

Recommended  Returned for further action  

Not recommended  Submitted w/ comment  

Policy determination

Comment:  

A.O. Initials:  

-------------------------------------------------------------------------------------------------
AGREEMENT

PERSONAL SERVICE AGREEMENT

THIS AGREEMENT is entered into on the most recent date of execution below by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Cathy Rohrbaugh, hereinafter referred to as "CONTRACTOR", for services to be provided to COUNTY.

WITNESSETH:

WHEREAS, COUNTY is in need of specialized services to be provided to the County Human Services/Social Services Division Department, and

WHEREAS, CONTRACTOR is qualified and desires to provide specialized services to the County Human Services/Social Services Division Department;

NOW THEREFORE, in consideration of the sums to be paid hereunder and the mutual covenants and conditions hereinafter contained, the PARTIES hereto agree as follows:

ARTICLE 1. TERM OF CONTRACT

Section 1.01. This AGREEMENT shall become effective on July 1, 2002 and shall terminate on June 30, 2003 unless terminated in accordance with the provisions of Article 7 of this AGREEMENT.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

Section 2.01. 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.
ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

Section 3.01. CONTRACTOR agrees to perform the services as described on Exhibit "A" attached hereto.

Method of Performing Services

Section 3.02. 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.

Employment of Assistants

Section 3.03. 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 assistant 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 these assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

ARTICLE 4. COMPENSATION

Section 4.01. In consideration for the services to be performed by CONTRACTOR, COUNTY agrees to pay CONTRACTOR:

The total sum of Twenty Four Thousand Five Hundred DOLLARS ($24,500) 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 Department described in the Preamble of this AGREEMENT, as follows:

[ ] Total sum to be paid upon completion of services, or

[ X ] Incremental payments based on the following schedule:
As outlined in Exhibit "A"
Invoices

Section 4.02. CONTRACTOR shall submit invoices for all services being rendered from the CONTRACTOR to the COUNTY.

Date for Payment of Compensation

Section 4.03. Payment shall be made within 45 days of invoices being submitted from the CONTRACTOR to the COUNTY.

Expenses

Section 4.04. 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

Tools and Instrumentalities

Section 5.01. 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.

Section 5.02. 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.

Indemnification of Liability

Section 5.03. 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.

Workers' Compensation

Section 5.04. CONTRACTOR shall provide Workers' Compensation insurance as required by the State of California for all services provided hereunder.
Assignment

Section 5.05. 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.

State and Federal Taxes

Section 5.06. 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.

ARTICLE 6. OBLIGATIONS OF COUNTY

Cooperation of County

Section 6.01. COUNTY agrees to comply will all reasonable requests of CONTRACTOR (and provide access to all documents reasonably) necessary to the performance of CONTRACTOR'S duties under this AGREEMENT.

ARTICLE 7. TERMINATION OF AGREEMENT

Termination on Occurrence of Stated Events

Section 7.01. This AGREEMENT shall terminate automatically on the occurrence of any of the following events:
  1. Bankruptcy or insolvency of CONTRACTOR;
  2. Death of CONTRACTOR.
Termination by County for Default of Contractor

Section 7.02. 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.

Termination for Failure to Make Agreed Upon Payments

Section 7.03. Should COUNTY fail to pay CONTRACTOR all or any part of the compensation set forth in Article 4 of this AGREEMENT on the date due, CONTRACTOR, at the CONTRACTOR's option, may terminate this AGREEMENT if the failure is not remedied by COUNTY within thirty (30) days from the date payment is due.

ARTICLE 8. GENERAL PROVISIONS

Notices

Section 8.01. 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.

COUNTY: Mariposa County
P.O. Box 7
Mariposa, CA 95338

CONTRACTOR: Cathy Rohrbaugh
P.O. Box 1274
North Fork, CA 93643

Entire Agreement of the Parties

Section 8.02. 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 are 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.

Partial Invalidity

Section 8.03. If any provision in this AGREEMENT is held by a court or 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.

Attorneys' Fees

Section 8.04. 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.

Governing Law

Section 8.05. 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:

[Signature]

Robert C. Stewart, Chairman
Board of Supervisors
Date: June 26, 2002

CONTRACTOR:

[Signature]

Cathy Rohrbaugh
Contractor
Date: 6-12-02

Social Security or Taxpayer Identification Number [Redacted]

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

[Signature]

JEFFREY G. GREEN, 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 judgement 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 $490 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.
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