



**County of El Dorado – Office of the Public Defender
 AGREEMENT FOR EXPERT WITNESS CONSULTATION AND TESTIMONY #3055
 University Agreement No. S18-12999W**

THIS SHORT FORM AGREEMENT FOR SERVICES (“Contract”) is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and The Regents of the University of California, a corporation described in California Constitution Article IX, Section 9, acting for and on behalf of University of California, Davis Health (hereinafter referred to as “Contractor” or “Consultant”), a business entity or individual with authority to do business in the State of California (collectively hereinafter referred to as “the Parties”). The Parties, in recognition of the services and valuable consideration as further described herein, agree as follows:

ARTICLE I-Notice To Parties and Contract Information. All notices to be given by the Parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices shall be addressed as follows:

CONTRACTOR INFORMATION			
Legal Name	The Regents of the University of California acting for and on behalf of University California, Davis Health		
DBA (Doing Business As)	UC Davis Health		
Physical Address	2315 Stockton Boulevard, Sacramento, CA 95817		
Mailing Address	University of California Davis Health, UC Davis Health Contracts, Sherman Building, Suite 2300, 2315 Stockton Boulevard, Sacramento, CA 95817 (Reference Agreement No. S18-12999W) CONTRACT CONTACT: Pakou Vang, Contracts Officer Phone: 916-734-5703 Fax: 916-734-3520 pkvang@ucdavis.edu		
Name of Contractor Contact and Title	Dr. Anthony J. Urquiza, Ph.D., Professor/Director		
Contact Information:	Phone: 916-732-8955	Fax:	Email:
COUNTY INFORMATION			
Name of County Department	Public Defender		
Name of County Contact and Title	Teri Monterosso, Public Defender		
Mailing Address	3976 Durock Road, Suite 104, Shingle Springs, CA 95682		
Contact Information	Phone: 530-621-6440	Fax: 530-387-2180	Email: teri.monterosso@edcgov.us
OTHER INFORMATION			
Contract Term shall not exceed twelve months.	Date Contract Begins:05/04/2018	Date Contract Ends:05/03/2019	
Scope of Services - Describe in detail. Use Exhibit “A” if more room is needed.	Pediatric psychology services including but not limited to, evaluation of juvenile, review of materials or records, preparation of a written report, and court testimony.		
COMPENSATION			
Fee* or Rate* for services: \$400/hour	Fee* or Rate* for travel time: \$400/hour door-to-door	Total Contract Not to Exceed: \$11,600.00	
Direct Expenses: Reimbursement for direct expenses including but not limited to, photocopies, telephone charges, and photographs, will be subject to approval by Contract Administrator. Receipts for all direct expenses for which Contractor seeks reimbursement shall be submitted with invoice(s).			
*NOTE: Reimbursement for travel expenses other than travel time shall be in accordance with the County of El Dorado Board of Supervisors Policy D-1-“Travel” which can be found at the following website http://www.edcgov.us/government/BOS/policies/policy_manual.aspx . Air Travel and hotel stays require advance approval by Contract Administrator.			

ARTICLE II-Scope of Services. Contractor represents that its professional credentials are such that it can legally provide the services stated above and outlined in Exhibit “A” if attached, and agrees to perform said services upon request of County, without subcontracting, to the satisfaction of County and to its best professional efforts, which shall at least meet industry standards. Contractor shall comply with all Federal, State and local laws that are applicable to provision of these services.

ARTICLE III-Term. Once executed by all parties, this Contract shall be effective from the day and year first above written under “OTHER INFORMATION” “Date Contract Begins” and shall continue in force until the above written “Date Contract Ends” date, for a maximum of twelve (12) months beginning from the above written “Date Contract Begins” date, or until terminated in writing by County.

ARTICLE IV-Compensation for Services. For services provided herein, County agrees to pay Contractor, at the rates set forth hereinabove, in arrears and within thirty (30) days following County’s receipt and approval of itemized invoice(s) identifying services rendered. Invoices shall be sent to County of El Dorado, Office of the Public Defender, 3976 Durock Road, Suite 104, Shingle Springs, CA 95682. In no event shall the amount compensated exceed \$11,600.00 for the stated term.

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

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

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

ARTICLE VI-Termination or Cancellation Without Cause. Either Party may terminate this Agreement in whole or in part for any reason upon thirty (30) calendar days written notice. If such termination is effected, County shall pay for satisfactory services rendered up to the effective termination date as set forth in the Notice of Termination and for such other services that County may agree to in writing as necessary for Contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Contract. Upon receipt of a Notice of Termination, Contractor shall - discontinue all services as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE VII- Indemnity. The Parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying Party, its officers, agents or employees.

ARTICLE VIII-California Residency (Form 590). If Consultant is a California resident, Consultant must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Consultant during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE IX-Nonresident Withholding: If Consultant is not a California resident, Consultant shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Consultant during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Consultant shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE X-Venue. Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.


ARTICLE XI-Taxpayer Identification Number (Form W-9). All independent Contractors or Corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XII-Confidentiality. All County's confidential and proprietary information provided to Contractor, or which a reasonable person under the circumstances would understand to be the confidential and proprietary information of County, during the performance of services provided pursuant to this Agreement, shall be treated by Contractor and Contractor's staff as confidential information ("Confidential Information") for five (5) years from the expiration date hereof. Contractor shall not disclose or use, directly or indirectly, at any time during the term and five (5) years from the expiration date hereof, any such Confidential Information. If the Contractor receives any individually identifiable health information ("Protected Health Information" or "PHI"), the Contractor shall maintain the security and confidentiality of such PHI as required by applicable State and Federal laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder. Contractor shall not have an obligation to preserve the confidential or proprietary nature of any information which: 1) was already known to Contractor free of any obligation to keep it confidential at the time of its disclosure by County as evidenced by written records prepared prior to such disclosure; or 2) is or becomes publicly known through no wrongful act of Contractor; or 3) is rightfully received by Contractor from a third person having no direct or indirect secrecy or confidentiality obligation with respect to such Confidential Information; or 4) is approved for release by written authorization of County; or 5) is independently developed by an employee, agent or contractor of Contractor, not associated with the Services and who did not have any direct or indirect access to the Confidential Information; or 6) disclosure is required by law, subpoena, or other legal or administrative process. County understands that Contractor is a public institution and that any information received by Contractor from County will be subject to the California Public Records Act (California Government Code Sections 6250 et seq.).

ARTICLE XIII-Administrator. The County Officer or employee with responsibility for administering this Contract is Teri Monterosso, Public Defender, Office of the Public Defender, or successor.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates indicated below.

-- CONTRACT ADMINISTRATOR --

By: 
Name: Teri Monterosso

Dated: 8/15/18
Title: Public Defender

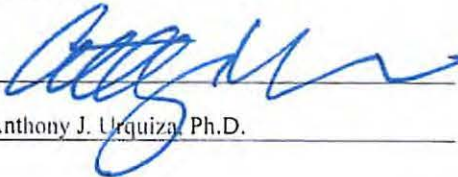
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-- CONTRACTOR --

By: 
Name: Annie Wong

Dated: 8-15-2018
Title: Director, UC Davis Health Contracts
"Contractor"

Read and Understood:

By: 
Name: Dr. Anthony J. Urquiza, Ph.D.

Dated: 8-14-18
Title: Professor/Director

--- COUNTY OF EL DORADO ---

Authority for Contracts under \$9,999.99

By: N/A
Public Defender
"County"

Dated: N/A

Authority for Contracts over \$9,999.99

By: _____
Purchasing Agent
"County"

Dated: _____