



# Psychological Evaluation Providers

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**Proposals Due:  
April 1, 2022**

The Superior Court of California, County of Santa Cruz is issuing this Request for Proposals to form a panel of licensed professionals to accomplish psychological evaluations of litigants in criminal matters pursuant to Court order. The Court is requesting quotes from highly qualified licensed medical professionals with expertise in providing such services. The Court reserves the right to reject any or all proposals, in whole or in part, submitted in response to this RFP. The Court further reserves the right to create no panel and to modify or cancel, in whole or in part, this RFP.

**SUPERIOR COURT OF SANTA CRUZ COUNTY**  
**REQUEST FOR PROPOSALS – SERVICES**

Date Issued: March 8, 2022

**THIS IS NOT AN ORDER**

**Proposal Due Date and Time:** Due no later than 5 P.M on April 1, 2022. All submissions are to be completed and emailed to: [Julia.hill@santacruzcourt.org](mailto:Julia.hill@santacruzcourt.org)  
**Mailed submissions will not be considered.**

Required Service Date Begin: July 1, 2022 Payment: Net 30 Days

**Please provide a proposal for the following services:**

**I. GENERAL SCOPE OF SOLICITATION:**

The Superior Court of California, County of Santa Cruz ("Court") is one of 58 trial courts in California. The Court is located in Santa Cruz, CA and performs approximately 120 competency evaluations each year.

The Court requires the services of professional mental health evaluators to conduct mental health evaluations on individuals involved in court proceedings. The Court desires to establish a list or panel of qualified mental health evaluators to provide such services.

The Court is seeking proposals from mental health evaluators that are interested in conducting competency evaluations on individuals involved in court proceedings for the Court. The Court will review the submitted proposals and award Independent Contractor Agreements to mental health evaluators that are qualified and meet the requirements outlined in this RFP. Unless otherwise specifically set forth, any representations, warranties, or certifications made by a proposer are deemed to be made to the Court pursuant to this RFP.

**Inclusion on the Court's panel is not a guarantee that any evaluations would be assigned to the evaluator.**

**II. DESCRIPTION OF SERVICES AND DELIVERABLES**

The Court seeks the services of a person or entity with expertise in some or all of the following services:

**1. 1368/1370 PC Exams**

Receive Penal Code (PC) 1368/1370 referrals from the Court for criminal proceedings and interview the defendant, including examining his/her understanding of the charge(s) against him/her and of court procedures, perform an evaluation for psychiatric history, drug usage, and general family history, and conduct appropriate collateral interviews to assess competency. A formal written report assessing competency, and if requested, medications, is required in a timely

manner. Testimony may also be required. "Sell hearing" (involuntary medication) evaluations may also be ordered by the court, in which a formal written report is required and possible testimony.

## **2. PC 1026/1027 Exams**

Make examinations and investigations and testify whenever summoned in any proceeding in which the sanity of the defendant is in question. Examination and investigation shall include, but not be limited to, the psychological history of the defendant, the facts surrounding the commission of the acts forming the basis for the present charge used by the psychiatrist or psychologist in making his or her examination of the defendant, the present psychological or psychiatric symptoms of the defendant, if any, the substance abuse history of the defendant, the substance use history of the defendant on the day of the offense, a review of the police report for the offense, and any other credible and relevant material reasonably necessary to describe the facts of the offense.

## **3. Competency for juveniles (Welfare & Institutions 709)**

Receive juvenile competency referrals from the court for juvenile delinquency proceedings and interview the defendant, including examining his/her understanding of the charge(s) against him/her and of court procedures, perform an evaluation for psychiatric history, drug usage, and general family history, and conduct appropriate collateral interviews to assess competency. A formal written report assessing competency, and if requested, medications, is required in a timely matter. Testimony may also be required.

## **4. Psychosexual disorders (PC 288.1) and Abel Assessments**

Receive 288.1 referrals from the Court for criminal proceedings and provide in a timely manner a formal written report assessing the mental condition of the defendant. Testimony may also be required.

## **5. Expert Testimony**

As necessary, evaluator may need to appear in court to testify regarding the evaluator's mental health examination of a defendant and/or the evaluator's report.

## **6. Non In-Person Evaluations**

The Court may explore the use of Telepsychiatry to conduct mental health evaluations (whole or in part) during the life of the Agreement. Upon approval of the Court, if an evaluator chooses to utilize this type of evaluation, the evaluator will be required to provide his/her own hardware (laptop, etc.) and agrees to utilize the Court's recommended interface connection method.

## **7. Requirements for all Reports**

Evaluators shall include in all reports:

- a. date(s) and length of interview(s) and collateral contacts
- b. pending charges of the defendant
- c. list of documents reviewed
- d. mental status or test procedures utilized
- e. consultations with any third parties
- f. if appropriate, an order permitting forced medication for the defendant
- g. summary and conclusion, which includes the evaluator's opinion as to competency and any additional questions posed by the Court

Evaluators must be proficient in forensic report writing and have the ability to write clear, high quality, and professional reports to the Court.

Recordation methods used in clinical assessments need to be legible and of sufficient detail such that opposing parties can review and reconstruct the findings.

Reports must be submitted on time and via the required submission process, which may include e-filing reports (at no charge to the filer). Time limits and submission process will vary by each case type. Reports must comply with all applicable legal requirements, including any requirements in the California Rules of Court, Rule 4.130.

#### **8. For Psychologists**

Perform psychological testing using current and modern testing methodologies.

#### **9. For Psychiatrists**

Perform psychiatrist evaluations with proficiency in psychiatric structured interview tools.

### **III. APPLICANT ELIGIBILITY AND QUALIFICATIONS:**

Proposals may be submitted by individuals, a group of individuals, or a practice. The applicant must have relevant experience and must provide verifying documentation to demonstrate good standing with the California Board of Psychology or the California Medical Board. Preferred applicants have experience in providing psychological evaluations and reports to California courts, in justice settings, related to defendant competency. Bilingual proposers are highly desired.

The following qualifications apply to all Evaluators and for all case types:

- Must provide mental health evaluations pursuant to Penal Codes 288.1 and 1368/1370; Welfare & Institutions Code 709; and, California Rules of Court, Rule 4.130.
- Mental health evaluators must comply with all applicable legal requirements, including any guidelines issued by California Department of State Hospitals (“DSH”).
- All Evaluators will be required to notify the court in writing of any license changes.
- Evaluators shall describe the following in their proposals:
  1. **Developmental disorders and mental deficiency (ID):** Evaluator must document experience in the evaluation and treatment of children and adults suffering from intellectual deficiency and other developmental disorders.
  2. **Substance abuse:** Evaluator must document experience in the evaluation and treatment of individuals suffering from a range of substance abuse disorders in acute, withdrawal, chronic, and recovery phases.
  3. **Personality functioning:** Evaluator must document supervised experience in specialized evaluation of emotional and personality functioning in adults and/or in child and adolescent populations.

- **Psychologist Requirements:** Possess a current California psychology license in good standing with no complaint history within the last three years. Minimum two (2) years of training or experience in forensic evaluation.
- **Psychiatrist Requirements:** Current license as a physician issued by the Medical Board of California. Evaluators will be required to notify the court in writing of any license changes. Four (4) years of medical school. Four (4) years of post-residency psychiatry residency. Residency must have been completed at a psychiatric residency approved by the American Board of Psychiatry and Neurology.
- **Forensic Psychiatrist and the Involuntary Administration of Medications:** Board Certified Psychiatrist with demonstrated and specific knowledge and training in forensic psychiatry. Demonstrated comprehensive and thorough knowledge of the use of psychotropic medications including potential adverse impacts of short and long term use. Demonstrated experience evaluating individuals within the context of PC 1368/1370. Demonstrated knowledge of legal and ethical issues associated with treating individuals involuntarily who have been found incompetent to stand trial. Demonstrated history of evaluating individuals for the involuntary administration of psychotropic medications within a forensic context. Demonstrated history of providing expert testimony regarding the involuntary administration of medications within a criminal justice environment. Demonstrated history of having been declared an expert in psychiatry by a court.

#### **IV. APPLICATION MATERIALS:**

If you wish to be included on the Court's psychological evaluators panel, please submit the following documents. Please submit **all** of these documents simultaneously:

1. Letter of Interest, including:
  - a. Qualifications/experience related to this service (all elements described in Section III, above.)
  - b. Previous experience, if any, providing similar evaluations and for which courts or agencies
  - c. If bilingual, provide language, certification or registration, if any, and proficiency. Spanish language is highly desired
  - d. Agreement to payable rates (hourly or flat) in Attachment B; if the proposer cannot agree to the listed rate, a reason and alternative rate shall be provided
2. Verification of Experience
  - a. Professional liability insurance (must be current and remain in effect for the duration of the contract)
  - b. CV/Resume (for group practices, please include for each employed psychologist/ psychiatrist who would be seeking inclusion on the Court's panel)
  - c. California Board of Psychology or California Medical Board license (for group practices, please include for each employed psychologist/psychiatrist who would be seeking inclusion on the Court's panel).

#### **V. LOCATIONS:**

Services may be conducted remotely depending upon the location of the involved party or evaluator, and type of evaluation to be accomplished. If evaluations require personal appearance, they will be located in Santa Cruz, CA, as directed by the Court.

**VI. ACCEPTANCE:**

Successful panelists will be required to accept all terms and conditions contained herein and sign the sample Agreement Form, Attachment C.

**VII. TERM:**

This contract will be in effect from July 1, 2022 through June 30, 2024, with one option to extend through June 30, 2025.

**VIII. GENERAL:**

The Court reserves the right to modify or withdraw this RFP and/or not enter into any contract with any Proposer. All communications regarding this RFP must be submitted by email to [Julia.Hill@santacruzcourt.org](mailto:Julia.Hill@santacruzcourt.org). All questions regarding the scope of work, the RFP, or resulting contract must be emailed to [Julia.Hill@santacruzcourt.org](mailto:Julia.Hill@santacruzcourt.org) no later than **March 21, 2022 by 12:00 p.m.** Questions become part of the procurement file and are subject to disclosure; answers to written questions will be provided to the requester and all other known Proposers and made available on the Court's procurement website. Proposer understands and agrees that its response is not proprietary or confidential and is considered public information that may be subject to disclosure after award.

**EVALUATION CRITERIA :**

1. Complete and timely submission of proposal and acceptance of terms and conditions, acknowledged by signing below
2. Ability to provide all services as described herein
3. Complete and submit Darfur Contracting Act certification in Attachment A
4. Agree to payable rates in Attachment B
5. Ability to complete Independent Contractor Agreement in Attachment C if selected
6. Able to accept assigned evaluations beginning on July 1, 2022

Proposer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Attachment A**

**DARFUR CONTRACTING ACT CERTIFICATION**

Pursuant to Public Contract Code (PCC) section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must either (i) certify that it is not a “scrutinized company” as defined in PCC 10476, or (ii) receive written permission from the Santa Cruz Superior Court to submit a bid or proposal.

To submit a bid or proposal to the Santa Cruz Superior Court, the proposer/bidder must insert its company name and Federal ID Number below and complete **ONLY ONE** of the following three paragraphs. To complete paragraph 1 or 2, simply check the corresponding box. To complete paragraph 3, check the corresponding box and complete the certification for paragraph 3.

<i>Company Name (Printed)</i>	<i>Federal ID Number</i>
<i>Printed Name and Title of Person Checking Box (for paragraph 1 or 2 below)</i>	

☐ 1. We do not currently have, and we have not had within the previous three years, business activities or other operations outside of the United States.

**OR**

☐ 2. We are a “scrutinized company” as defined in PCC 10476, but we have received written permission from the Santa Cruz Superior Court to submit a bid or proposal pursuant to PCC 10477(b). *A copy of the written permission from the [COURT] is included with our bid or proposal.*

**OR**

☐ 3. We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we **certify below** that we are not a “scrutinized company” as defined in PCC 10476.

**CERTIFICATION FOR PARAGRAPH 3:**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the proposer/bidder to the clause in paragraph 3. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	<i>Printed Name and Title of Person</i>
<i>Date Executed</i>	<i>Executed in the County of _____ In the State of _____</i>

**Attachment B**

**Fee Schedule for Psychiatric and Psychological Evaluations, Reports and Testimony**

Appointments made under certain code sections are paid by the Santa Cruz Superior Court and others by the County of Santa Cruz, as follows:

<b>CODE SECTION</b>	<b>PAID BY COURT</b>	<b>PAID BY COUNTY</b>	<b>MAXIMUM AMOUNT PAID</b>
P.C. 1368 (including Sell hearings)	X		\$575 flat fee
P.C. 288.1	X		\$225/hr
W&I Code 709	X		\$225/hr
P.C. 1026/1027		X	\$225/hr
W&I Code 6600 (SVP cases)		X	Not specified
E.C. 730 (Expert Evidence/Testimony)		X	Not specified
E.C. 1017		X	Not specified
P.C. 1170.9		X	Not specified



**Attachment C**

**Independent Contractor Agreement**

[begins on next page]

# AGREEMENT FOR EXPERT LICENSED CLINICAL PSYCHOLOGIST SERVICES

This Agreement is made and entered into on **July 1, 2022**, by and between the Superior Court of California, County of Santa Cruz, (hereinafter "Court" or "JBE") and \_\_\_\_\_ (hereinafter "Psychologist") to provide professional services for expert clinical psychologist services as required to conduct a variety of court proceedings and related matters. The term "Contract Administrator" in this Agreement refers to Alex Calvo, Court Executive Officer of the Superior Court of California, County of Santa Cruz. Hereafter, these entities and individuals may also be referred to collectively as "Parties."

## I. RECITALS

- A. Court's primary function is to administer justice in a fair and impartial manner. In order to carry out that function, Court is required by statute to provide for Psychologist services in specified criminal, quasi-criminal, and juvenile matters;
- B. Court is authorized by statute to select individuals to provide expert legal/clinical services in such matters;
- C. Court desires to contract with competent, skilled, licensed, qualified individuals to provide Psychologist services in an effective, efficient, and economical manner; and
- D. Psychologist agrees to furnish expert services to Court, and Court agrees to compensate Psychologist in accordance with the terms and conditions set forth below. Psychologist desires to perform such work as an independent Psychologist and not as an agent or employee of the Court. Psychologist, at Psychologist's sole discretion, will determine whether he or she is available to accept the Court's request to perform Psychologist services.

## II. TERMS AND STATUS

- A. **Term of Agreement:** This Agreement shall be in full force and effect for the term commencing on the date listed above and ending **June 30, 2024**, with a one-year option ending **June 30, 2025**, unless sooner terminated as provided herein. In order to exercise the option term(s), the Court must send notice to Psychologist at least thirty (30) days prior to the end of the preceding term. The exercise of an option term will be effective without Psychologist's signature.
- B. **Psychologist Status:** For the purposes of this Agreement, and at all times during the term of this Agreement, Psychologist understands that he or she is an independent Psychologist for Court, that no relationship of employer-employee exists between the parties, and that under no circumstances shall Psychologist be deemed to be an employee of the Court. The parties expressly agree that no work, act, commission, or omission of Psychologist shall be construed to make or render Psychologist an employee of the Court.
- C. **Change in Funding or Conditions:** Notwithstanding any other provision of this Agreement, in the event the State does not appropriate sufficient funds for the services that are to be provided under this Agreement, the Court may, at its sole option and upon thirty days prior written notice to the Psychologist, take any of the following actions: (1) terminate this Agreement; (2) amend this Agreement to reduce the level of compensation and reduce the scope of services accordingly; or (3) amend this Agreement to include any additional restrictions, limitations, or conditions enacted by the state legislature and contained in a budget bill or statute enacted by legislature which affect the terms and conditions of this Agreement.

## **AGREEMENT FOR EXPERT LICENSED CLINICAL PSYCHOLOGIST SERVICES**

- D. **Termination:** This Agreement may be terminated for convenience by either party with thirty calendar days advance written notice of the intent to terminate. If so terminated, the amount payable hereunder shall be made for services provided up to the date of termination.
- E. **Certification:** Psychologist understands that he or she is responsible for obtaining and maintaining state licensure and/or certification entitling Psychologist to carry out the duties of the position. All fees, fines, licenses, or taxes required of or imposed against Psychologist and all other costs of doing business shall be the responsibility of the Psychologist. Failure to maintain a valid license/certificate as required shall be deemed a material breach of this Agreement and shall automatically terminate this Agreement. Psychologist may be required, upon request, during the term of this Agreement, to show proof that a valid license is being maintained.
- F. **Services Performed by Psychologist:** Under this Agreement, Psychologist will provide expert clinical psychologist services to the Court on criminal, quasi-criminal, and juvenile matters. Psychologist will determine the method, details, and means of performing the services within the Court's standard operating procedures.
- G. **Standard of Care:** Psychologist agrees to perform services with the standard of care, skill, and diligence normally provided by Psychologists pursuant to the governing rules, regulations and ethics of the industry.
- H. **Non-Reimbursable Costs:** The Court will not reimburse or compensate the Psychologist or his or her employees for any of the costs of continuing education, certification, licensing, or bonding, including, but not limited to, travel, lodging, meals and other expenses for conferences, training sessions, classes, seminars and reference materials.
- I. **Monthly Reports:** The Court is required to provide statistical information to the Judicial Council of California regarding Psychologist assignment. Therefore, Psychologist shall submit reports to the Court detailing the number of Psychologist assignments accepted and completed, in such a manner and form as may be required by the Court.
- J. **Equipment and Supplies:** The Psychologist is solely responsible for providing all of the necessary equipment, supplies, and clerical support for the performance of duties under this Agreement. Psychologist shall not use Court offices or resources for personal or private practice purposes. The Court may supply equipment for multiple interpretation needs.
- K. **Records:** Psychologist shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by Court, whichever occurs first. Psychologist hereby agrees to be subject to examination and audit by Court, the Auditor General of the State of California, the Santa Cruz County Auditor-Controller or their designee for a period of five (5) years after final payment under this Agreement.
- L. **Confidentiality:** Psychologist agrees to maintain confidentiality of his or her records pursuant to all applicable federal and state laws relating to privacy and confidentiality as now in existence or as hereafter enacted, amended, or changed. All records and information concerning any persons referred to Psychologist by Court shall be considered confidential and kept confidential by Psychologist.
- P. **Conflicts of Interest:** Psychologist covenants that he or she presently has no interest and shall not acquire any interest which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement. Psychologist further agrees to submit full disclosure

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statements, if such be legally required, pursuant to the requirements of the California Fair Political Practices Act or any other federal, state or Court provision of law, regulation, or conflict of interest code.

## III. COMPENSATION TERMS

- A. Payable Rates: The payable rates are as follows ("PC" means Penal Code; "WI" means Welfare & Institutions Code):

Exam Type (Service Item)	Amount Per Exam
PC 1368/1370	\$575.00 flat rate
PC 1368/1370 involving meds	\$225.00/hour
PC 288.1	\$225.00/hour
WI 709	\$225.00/hour
PC 1026/1027*	\$225.00/hour

Any service not listed above can be negotiated between the parties on an as needed basis.

\*PC 1026/1027 rates paid by the County of Santa Cruz.

- B. Claims for Payment: Not more frequently than once monthly, Psychologist shall submit to Court a claim for payment for services rendered since the last claim was submitted, in such form as Court may prescribe, setting forth in detail the dates and times Psychologist performed services in the time for which payment is claimed and setting forth such other information as Court may require. Psychologist shall invoice each case separately.
- C. Taxes:
1. The Psychologist shall be solely liable for all applicable taxes, including, but not limited to all federal, state, and local taxes, charges, fees, or contributions required to be paid with respect to Psychologist's performance of this Agreement including, but not limited to, social security and income tax withholding.
  2. Psychologist shall indemnify, defend and hold harmless Court and its officers, agents, and employees, to the extent permitted by applicable law, from and against any and all federal, state and local taxes, charges, fees, or contributions required to be paid with respect to Psychologist for the services performed under this Agreement.
- D. Indemnification: The Psychologist shall indemnify, defend and hold harmless Court, its officers, agents, and employees, to the extent permitted by applicable law, from and against any and all claims, liabilities and losses whatsoever (including but not limited to, damages to property and injuries to or death of persons, court costs, and attorney's fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Psychologist's performance of services under this Agreement, provided that this shall not apply to injuries or damage from

## AGREEMENT FOR EXPERT LICENSED CLINICAL PSYCHOLOGIST SERVICES

which the Court has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

- E. Insurance Coverage. Psychologist shall provide and maintain at Psychologist's expense the following insurance during the Term:

1. Coverage Limits:

- i. Workers Compensation and Employer's Liability. The policy is required only if Psychologist has employees. It must include workers' compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of \$1 million per accident or disease;
- ii. Commercial General Liability. The policy must be written on an occurrence form with limits of not less than \$1 million per occurrence, and a \$1 million annual aggregate. Each policy must include coverage for liabilities arising out of premises, operations, independent Psychologists, products and completed operations, personal and advertising injury, and liability assumed in a contract.;
- iii. Professional Liability. The policy must cover Psychologist's acts, errors and omissions committed or alleged to have been committed which arise out of rendering or failure to render services provided under this Agreement. The policy shall provide limits of not less than \$1 million per occurrence and annual aggregate.
- iv. Commercial Automobile Liability. If an automobile is used in providing the Work, automobile liability insurance with limits of not less than \$1 million per accident. Such insurance must cover liability arising out of the operation of a motor vehicle, including owned, hired, and non-owned motor vehicles, assigned to or used in connection with providing the Work.

2. Claims Made" Coverage. If any required insurance is written on a "claims made" form, Psychologist shall maintain the coverage continuously throughout the Term, and, without lapse, for three years beyond the termination or expiration of this Agreement and the JBE's acceptance of all Work provided under this Agreement. The retroactive date or "prior acts inclusion date" of any "claims made" policy must be no later than the date that Work commences under this Agreement.

3. Umbrella Policies. Psychologist may satisfy basic coverage limits through any combination of primary, excess or umbrella insurance.

4. Aggregate Limits of Liability. The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.

5. Deductibles and Self-Insured Retentions. Psychologist is responsible for and may not recover from the JBE, including Judicial Branch Personnel, any deductible or self-insured retention that is connected to the insurance required under the Agreement.

6. Additional Insured Status. With respect to commercial general liability, automobile liability insurance, and, if applicable, umbrella policy, the policies must be endorsed to name the

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“Superior Court of California-County of Santa Cruz, Judicial Branch Entities and Judicial Branch Personnel, their employees, volunteers, and agents,” as additional insureds with respect to liabilities arising out of the performance of the Agreement.

7. Certificates of Insurance. Before Psychologist begins providing Work, Psychologist shall give the JBE proof of coverages and/or certificates of insurance attesting to the existence of coverage, and stating that the policies will not be canceled, terminated, or amended to reduce coverage without 30 or more days' prior written notice to the JBE. Any replacement certificates of insurance are subject to the approval of the JBE, and, without prejudice to the JBE, Psychologist shall not provide Work before the JBE approves the certificates.
8. Qualifying Insurers. For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A - or better that is approved to do business in the State of California.
9. Required Policy Provisions. Each policy must provide, as follows:
  - i. Insurance Primary; Waiver of Recovery. With respect to commercial general liability and automobile liability insurance, the policies must be endorsed to be primary and noncontributory with any insurance or self-insurance programs maintained by Judicial Branch Entities and Judicial Branch Personnel. Psychologist waives any right of recovery it may have, and will require that any insurer providing commercial general liability, workers compensation, and automobile liability to also waive any right of recovery it may have against Judicial Branch Entities and Judicial Branch Personnel for liability arising out of the Work; and
  - ii. Separation of Insureds. The insurance applies separately to each insured against whom a claim is made and/or a lawsuit is brought, to the limits of the insurer's liability.
10. Partnerships. If Psychologist is an association, partnership, or other joint business venture, the basic coverage may be provided by either of the following methods: (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.
11. Consequences of Lapse. If required insurance lapses during the Term, the JBE is not required to process invoices after such lapse until Psychologist provides evidence of reinstatement that is effective as of the lapse date.

## IV. GENERAL PROVISIONS

- A. Independent Psychologist: Psychologist and his or her officers, employees, and agents, in the performance of this Agreement, are independent Psychologists in relation to the Court, and not officers or employees of the Court. Nothing in this Agreement shall create any of the rights, powers, privileges or immunities of an employee of the Court.
- B. Contract Administrator for the Court: The Court Executive Officer is designated by the Court as the Contract Administrator for this Agreement.

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- C. Non-Discrimination: During the performance of this Agreement, Psychologist shall not unlawfully discriminate against any person because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation.
- D. Non-Exclusivity: It is expressly agreed that Psychologist is not required to perform services exclusively for Court and may perform interpreting services for any other person or entity, provided that such other services do not interfere with services Psychologist has agreed to provide under this Agreement.
- E. Non-Assignment: None of the rights, privileges, interests, immunities, duties or obligations created by this Agreement are assignable by Psychologist. Upon disability or inability to provide court interpretation services by Psychologist, this Agreement shall terminate.
- F. Governing Law: This Agreement will be deemed to have been made and shall be construed, interpreted, and enforced pursuant to and in accordance with the laws of the State of California and venued in the County of Santa Cruz.
- G. Compliance with Applicable Laws: All services to be performed by Psychologist shall be performed in accordance with all applicable federal, state, county, and municipal laws, Rules of Court, and Judicial Council directives. Such services shall be performed in accordance with all applicable ordinances and regulations, including, but not limited to provisions pertaining to confidentiality of records and applicable quality assurance regulations.
- H. Amendment: This Agreement constitutes the entire understanding between the parties and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter of this Agreement. Each party acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party which are not included in this Agreement, and no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. No alteration, variation, or amendment to the terms of this Agreement shall be valid unless it is made in writing and is signed by the parties, and no oral understanding or agreement shall be binding on the parties.
- I. Severability: If any provision of this Agreement is held to be invalid, void, or unenforceable, the remainder of this Agreement shall be severable and not affected.
- J. Notice: Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given: (1) upon actual delivery, if delivery is by hand; or (2) upon deposit into the United States mail, postage prepaid, addressed to:

Court:  
Superior Court of California, County of Santa Cruz  
Alex Calvo, Court Executive Officer  
701 Ocean St., Rm. 110  
Santa Cruz, CA 95060

Psychologist:

## AGREEMENT FOR EXPERT LICENSED CLINICAL PSYCHOLOGIST SERVICES

- K. Headings: the section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.

**In witness whereof, the parties hereto have executed this Agreement as set forth below.**

\_\_\_\_\_  
Alex Calvo  
Court Executive Officer  
Superior Court of California,  
County of Santa Cruz

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Evaluator)

\_\_\_\_\_  
(Date)