

AGREEMENT FOR CIVIL COMMITMENT EVALUATIONS

This agreement is made effective the 1st day of January, 2022, by and between Weber County, a body politic and political subdivision of the State of Utah ("County") and Dennis H. Smith ("Evaluator"). County and Evaluator are sometimes referred to individually as "Party" and collectively as "Parties."

WITNESSETH:

WHEREAS, pursuant to the Substance Abuse and Mental Health Act, as set forth in Title 62A, Chapter 15 Utah Code Ann., County has the responsibility to pay the costs of involuntary commitment proceedings for individuals who reside or are found within Weber County; and

WHEREAS, Evaluator meets the requirements of UCA § 62A-15-602(6) to be a designated examiner; and

WHEREAS, Evaluator is willing to provide involuntary commitment evaluations of persons in the Second District Court when appointed by the Court;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the Parties agree as follows:

SECTION ONE SERVICES

1. Evaluator shall provide involuntary commitment evaluations when appointed by the Second District Court. Evaluations may be of persons who are being considered by the Second District Court for involuntary commitment or of persons who are already under involuntary commitment to Weber Human Services for purposes of a review hearing.
2. Evaluator will be responsible to provide Evaluator's contact information to the clerk of the court to obtain assignments. Evaluator shall keep the clerk apprised of Evaluator's availability so that assignments are not made for court dates when Evaluator will not be available.
3. When assigned by the court to provide an evaluation, Evaluator shall interview the person being considered for commitment, provide a comprehensive analysis of the need for involuntary commitment in a written report submitted to the court prior to or at the commitment hearing, and provide testimony at the hearing.
4. Evaluator shall be available to attend all involuntary commitment hearings for which Evaluator was appointed. Hearings are generally held each Friday morning at 8:30 a.m. at McKay-Dee Hospital.

5. Evaluator agrees to promptly notify the court of any changes with regard to Evaluator's availability.
6. Evaluator will be responsible for retaining any digital or paper files for each evaluation performed.

SECTION TWO CONDUCT

7. Evaluator agrees to keep abreast of all current trends in the area of involuntary commitment and to maintain sufficient continuing professional education credits during the period of this Agreement to be qualified and to provide competent evaluations.
8. Evaluator agrees to be reasonably available and accessible to the court, attorneys, and other interested parties.

SECTION THREE COVERAGE

9. Evaluator is expected to provide coverage for other contract Evaluators when necessary and when Evaluator is available to provide coverage.

SECTION FOUR COMPENSATION

10. County agrees to pay Evaluator \$200 for each evaluation. Evaluation reports must be submitted to the court prior to Evaluator submitting an invoice.
11. Evaluator shall submit invoices for payment to the Weber County Clerk/Auditor's Office no more than three months after the work detailed in the invoice was completed. Invoices must be submitted using the form attached as Exhibit A.
12. County reserves the right to refuse payment for any work that was performed more than three months prior to the submission of the invoice.

SECTION FIVE INSURANCE

13. Evaluator shall maintain professional malpractice insurance with a minimum of \$100,000 per person and an aggregate of \$300,000.
14. Evaluator shall indemnify and save the County and its officers, agents, and employees harmless from and against all claims for damages or injuries resulting from any claimed malpractice, injury, death, damages, and any other causes of action arising directly or indirectly from the performance of this Agreement by the Evaluator.

**SECTION SEVEN
TERM AND TERMINATION**

- 15. The term of this Agreement shall be from January 1, 2022 through December 31, 2025.
- 16. Evaluator or County may terminate this Agreement without cause upon 60-days written notice to the other Party.
- 17. This Agreement may be terminated at any time for cause. Cause shall include but not be limited to a suspension or revocation of Evaluator's license to practice in the State of Utah or a breach of this Agreement.
- 18. In the case of a breach or violation of a term of this Agreement, Evaluator shall be given seven calendar days to cure the breach or violation. Failure of the Evaluator to cure the breach or violation within the specified period shall result in termination of this Agreement.

**SECTION EIGHT
MISCELLANEOUS**

- 19. Notice. Any notice required by this Agreement shall be given in writing addressed to the following unless otherwise designated in writing.

FOR THE COUNTY:

FOR THE EVALUATOR:

Weber County Attorney
Civil Division
2380 Washington Blvd., Suite 230
Ogden, UT 84401

- 20. Modification. This Agreement can be changed, modified, or amended only by written agreement of the Parties.
- 21. Assignment. Evaluator may not assign this Agreement or performance under it, in whole or in part, without the prior written approval of the County.
- 22. Independent Contractor. Evaluator is an independent contractor and is not an employee of the State of Utah or the County. Evaluator is not entitled to any of the benefits of employment such as, but not limited to, retirement, health, or Workers Compensation coverage. Evaluator is responsible to pay all taxes and fees that result from the compensation paid to Evaluator under this Agreement.
- 23. Entire Agreement. This Agreement shall constitute the entire agreement between the Parties and any prior understanding or representation of any kind preceding the date of

this Agreement shall not be binding upon either Party except to the extent incorporated in this Agreement.

24. Laws. This Agreement shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF the undersigned have affixed their respective signatures hereto the dates indicated below.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
James "Jim" Harvey, Chair

Date _____

Commissioner Harvey voted _____
Commissioner Jenkins voted _____
Commissioner Froerer voted _____

ATTEST:

Ricky Hatch, CPA
Weber County

EVALUATOR

By Dennis Smith MD

Date 11-18-2021