

**AGREEMENT FOR PSYCHOLOGICAL OR EXPERT WITNESS PROFESSIONAL SERVICES IN ADULT AND/OR JUVENILE CRIMINAL MATTERS**

This Agreement for Services is entered into by and between the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida, (“COURT”) and \_\_\_\_\_ (“PROVIDER”), for the provision of psychological or expert witness professional services in adult and/or juvenile criminal matters.

**W I T N E S S E T H:**

The Chief Judge of the COURT has appointed and designated, \_\_\_\_\_ as PROVIDER in the Fifteenth Judicial Circuit. In consideration of the mutual covenants and provisions contained herein, the COURT and PROVIDER agree as follows:

**I. SCOPE OF SERVICES**

PROVIDER agrees to and shall provide the services as checked below, upon court order appointing the PROVIDER and setting forth the required services:

- A. \_\_\_\_\_ **Adult Competency.** PROVIDER agrees to evaluate defendants under § 916.115, Florida Statutes, the Florida Rules of Criminal Procedure and any other relevant Florida law for determinations of competency to proceed, insanity, and involuntary hospitalization or placement.
  
- B. \_\_\_\_\_ **Juvenile Competency.** PROVIDER agrees to evaluate juvenile defendants under § 985.19, Florida Statutes, Florida Rule of Juvenile Procedure 8.095(d) and any other relevant Florida law for determinations of competency to proceed, insanity, and involuntary hospitalization or placement.
  
- C. \_\_\_\_\_ **Developmental Disabilities.** PROVIDER agrees to evaluate defendants under §§ 916.301 – 916.304, Florida Statutes, the Florida Rules of Criminal Procedure and any other relevant Florida law concerning allegations of incompetent to proceed to trial due to intellectual disability or autism.
  
- D. \_\_\_\_\_ **Determination of Intellectual Disability as a Bar to Execution.** PROVIDER agrees to evaluate defendants under § 921.137, Florida Statutes, and Florida Rule of Criminal Procedure 3.203, and any other relevant Florida law for determinations of whether a defendant either charged with a capital felony or convicted of a capital felony, is intellectually disabled.

**II. QUALIFICATIONS FOR PROVIDER**

- A. All representations made in the Provider’s Application, a copy of which is attached hereto and incorporated herein as Exhibit “A”, are deemed part of this contract. Each PROVIDER appointed by the COURT shall:

1. Have completed the approved expert training to meet all statutory requirements;
  2. Provide a copy of his or her current occupational license to the COURT; and
  3. Be able to address and evaluate an individual's mental capacity and/or competency.
- B. The Provider certifies that he/she has not received a disciplinary action from the Florida Department of Health or any other medical licensing authority, and further certifies that he/she has not entered into any non-confidential consent agreements with a licensing authority within the five years preceding the date of this Contract.
- C. The Provider will notify Chief Judge of the Fifteenth Judicial Circuit in writing of any formal complaint, grievance, lawsuit that is filed against the provider individually or his/her professional association within 14 business days of notification or receipt of a complaint, grievance or lawsuit whichever occurs first.
- D. The Provider agrees to receive court orders and reports and transmit evaluations and reports via electronic mail.

### **III. TIME OF SERVICE**

Services shall be performed in a timely manner, as set forth by court order or Florida Statute. In the event an emergency prevents PROVIDER from timely appearing or performing other duties, PROVIDER shall immediately notify the Administrative Office of the Courts.

### **IV. INDEPENDENT CONTRACTOR/NON-ASSIGNABILITY**

PROVIDER is and shall perform under this agreement as an independent contractor, and nothing contained herein shall in any way be construed to imply that PROVIDER is an employee, partner, or joint venturer of the COURT or the State of Florida. All work shall be performed by PROVIDER and shall not be assigned or subcontracted to another individual without written permission of the COURT.

### **V. COMPENSATION**

- A. For all services PROVIDER agrees to accept and shall be compensated a fee in accordance with the rates specified in Administrative Order No. 2.601-5/17, as amended.
- B. Pursuant to § 916.115, Florida Statutes, the COURT shall pay the PROVIDER for that portion of the evaluation and report pertaining to the defendant's competence to stand trial. If a PROVIDER appointed by the COURT upon motion of counsel specifically to evaluate the competence of the defendant to proceed also addresses issues related to sanity, the COURT shall pay only for that portion of the expert's fees relating to the evaluation on competency to proceed.
- C. Payment for services rendered shall be made in accordance with § 215.422, Florida Statutes, as amended. If PROVIDER is providing on-going services, invoices must be submitted on a monthly basis using the State Courts System standardized invoice form. The COURT will initiate payment procedures upon delivery of a written invoice, submitted in detail sufficient

for a proper pre- and post-audit, to the Administrative Office of the Court. Payment will not be made if vendor fails to perform in accordance with the contract. Payment will not be made if the vendor does not complete the service.

- D. Those PROVIDERS requiring overnight travel to perform their duties under this Agreement shall be compensated for travel, lodging, and meal expenses incurred in association with this Agreement, pursuant to § 112.061, Florida Statutes, as amended, upon submission of a State of Florida Voucher for Reimbursement of Travel Expenses “Attachment B”, subject to the following requirements:
1. Air Travel: PROVIDER will be reimbursed for the cost of round-trip, coach class airfare at the State of Florida rate, if available (original ticket receipt required).
  2. Ground Transportation: Where applicable, PROVIDER may be reimbursed for the use of his/her personal vehicle at the rate of \$0.445 per mile. Rental car expenses will not be reimbursed without prior written approval from the Court.
  3. Lodging and Meals: The PROVIDER is eligible for reimbursement for lodging at a single room rate, (original receipt required) and for meals at the state rate of \$36.00 per day, consistent with travel times. Meal receipts are not required.
- E. Travel expenses must be submitted in accordance with § 112.061, Florida Statutes. All travel expenses must be submitted on the State of Florida Voucher for Reimbursement of Travel which is available at [http://www.flcourts.org/courts/crtadmin/bin/travel\\_tips.pdf](http://www.flcourts.org/courts/crtadmin/bin/travel_tips.pdf).
- F. The COURT’S performance and obligation to pay under this Agreement are contingent upon the availability of funds lawfully appropriated to fulfill the requirements of the Agreement. In the event that sufficient budgeted funds are not available, the COURT shall notify the PROVIDER of such occurrence and the Agreement shall terminate without penalty or expense to the COURT. The COURT may establish rates lower than the maximum provided in § 112.061, Florida Statutes. Payment shall be rendered only at the conclusion of services provided.
- G. Unless otherwise directed, the PROVIDER’S request for payment of fees shall be addressed to the Administrative Office of the Court, Palm Beach County Main Judicial Center, 205 North Dixie Highway, Suite 5.2500, West Palm Beach, FL 33401. Requests for payment must be submitted within thirty (30) days following the end of the month in which services are provided. FAILURE TO TIMELY SUBMIT REQUESTS FOR PAYMENT MAY RESULT IN DENIAL OF PAYMENT.

## **VI. TERMS AND CONDITIONS**

PROVIDER agrees to perform the services for which the PROVIDER is retained to the best of the PROVIDER’S ability and at the direction and request of the COURT and agrees to:

- A. Accept appointments for examinations of persons as indicated below in subparagraph of this paragraph without regard for where the subject is located within the PROVIDER’S chosen

area of service and without regard for the type of examination or case involved within the PROVIDER'S chosen category of service.

- B. Provide witness testimony in appointed cases as called upon by the courts of the Fifteenth Judicial Circuit.
- C. Notify the Chief Judge of any formal complaint filed by the Florida Department of Health or any other medical licensing authority of any non-confidential consent agreements entered into between PROVIDER and the licensing authority.
- D. Notify the Chief Judge if arrested or named as a defendant in any suit in any jurisdiction, or you or a member of your immediate family has a personal interest in the outcome of any criminal case or delinquency case within the Fifteenth Judicial Circuit.
- E. Provide services pursuant to Florida Statutes, rules of court, the Code of Judicial Conduct, applicable administrative orders and relevant case law.
- F. Provide, services, programs, activities, maintaining facilities, and otherwise performing obligations under this Agreement, the PROVIDER shall comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992, as amended, and any other federal or state law that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, or handicap.
- G. Receive court orders and reports and transmit evaluations and reports via electronic mail.
- H. If for any reason you are unable to complete an evaluation you have been court ordered to provide, you must immediately notify the Judge in writing that you are unable to perform the service.

## **VII. RECORD RETENTION/AUDIT**

Records of expenses pertaining to all services shall be kept in accordance with generally accepted accounting principles and procedures. PROVIDER shall keep all records relating to this contract in such a way as to permit their inspection pursuant to Florida Rule of Judicial Administration 2.420. The COURT and the State of Florida reserve the right to audit such records.

## **VIII. CANCELLATION OF AGREEMENT**

The COURT reserves the right to cancel this contract without cause giving sixty (60) days prior notice to PROVIDER in writing of the intention to cancel or with cause if at any time PROVIDER fails to fulfill or abide by any of the terms or conditions specified. Failure of PROVIDER to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for the immediate termination of the contract at the discretion of the COURT.

The Court may terminate this contract with a 24 hour notice for the Expert's failure to provide access to all documents, papers, letters, or other materials made or received by the Expert in conjunction with this contract.

PROVIDER may cancel this contract by giving sixty (60) days written notice to the COURT. In addition to all other legal remedies available the COURT reserves the right to cancel and obtain from another source, any service which has not been delivered within the period of time stated in the contract or by court order, or if no such time is stated, within a reasonable period of time as determined by the COURT.

#### **IX. SUSPENSION OF WORK**

The COURT may, in its sole discretion, suspend any or all activities under the Agreement at any time. The COURT shall provide PROVIDER written notice outlining the particulars of the suspension. Reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, PROVIDER shall comply with the notice and shall not accept any assignments from the COURT. Within ninety days or any longer period agreed to by PROVIDER, the COURT shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Agreement. Suspension of work shall not entitle PROVIDER to any additional compensation except for work performed.

#### **X. ENTIRETY OF AGREEMENT AND GOVERNING LAW**

This Agreement contains the entire agreement of the parties. Except as modified herein, the State Courts System "General Contract Conditions for Services" are incorporated by reference; those conditions may be viewed <http://www.flcourts.org/administration-funding/contract-conditions-for-services.stml>. This Agreement may only be changed by an agreement in writing signed by both parties. In the event legal action is commenced regarding this Agreement, PROVIDER agrees venue shall lie in Palm Beach County.

#### **XI. COMPLIANCE WITH LAWS**

PROVIDER shall pay any and all applicable sales, consumer, use, income taxes, and any other similar taxes required by law. PROVIDER will comply with all laws, ordinances, and regulations applicable to the work required by this Agreement. PROVIDER is responsible for reviewing and complying with all state and federal laws including, but not limited to, the Fair Labor Standards Act, as amended, and all other applicable state and federal employment laws. In providing services and otherwise performing obligations under this Contract, PROVIDER will comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992, as amended, and all other federal or state laws that prohibit discrimination on the basis of race, color, national origin, religion, sex, age, marital status, or disability. PROVIDER remains liable for any violation of such laws and all subsequent damages or fines.

## **XII. ATTORNEY'S FEES**

If either party enters into legal actions for enforcement of or damages for breach of this Agreement, the prevailing party will be entitled to recover from the non-prevailing party court costs and attorney's fees.

## **XIII. SEVERABILITY**

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

## **XIV. TERM OF AGREEMENT/OPTION OF RENEWAL:**

This contract is effective on the last date signed by the parties and shall terminate on June 30, 2019. This contract may be renewed for a period not to exceed 3 years or the original term of the contract, whichever is greater. Renewals shall be at the same terms and conditions as the original contract, are contingent upon satisfactory performance evaluations and subject to the availability of funds.”

Final invoices for this contract must be submitted by July 31, 2019 to be eligible for payment under this contract.

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**THE FIFTEENTH JUDICIAL CIRCUIT**

\_\_\_\_\_  
Barbara Dawicke, Trial Court Administrator  
For the Florida State Courts System  
205 N. Dixie Hwy, Suite 5.2500  
West Palm Beach, FL 33401  
(561) 355-2431

Date: \_\_\_\_\_

Approved as to Legal Form and Sufficiency by:

\_\_\_\_\_  
Amy Borman, General Counsel  
205 N. Dixie Hwy, 5<sup>th</sup> Floor  
West Palm Beach, FL 33401  
(561) 355-2431

Date: \_\_\_\_\_

**PROVIDER**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

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

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address \_\_\_\_\_ @ \_\_\_\_\_