

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

This Agreement is made between the Fifteenth Judicial Circuit (the Court) and _____ (Provider). The parties agree that:

A. SCOPE OF WORK

Provider will provide the following professional psychological or expert witness services, as checked below, in adult and/or juvenile criminal matters pending in Palm Beach County for the benefit of the court system on an as-needed basis when requested by the Court:

_____ **Adult Competency.** Provider agrees to evaluate defendants under section 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.

_____ **Juvenile Competency.** Provider agrees to evaluate juvenile defendants under section 985.19, Florida Statutes, Florida Rule of Juvenile Procedure 8.095(d), and any other relevant Florida law for determinations of competency to proceed and, if applicable, recommended treatment or training.

_____ **Developmental Disabilities.** Provider agrees to evaluate defendants under sections 916.301–.304, Florida Statutes, the Florida Rules of Criminal Procedure, and any other relevant Florida law concerning allegations of incompetence to proceed due to intellectual disability or autism.

_____ **Determination of Intellectual Disability as a Bar to Execution.** Provider agrees to evaluate defendants under section 921.137, Florida Statutes, Florida Rule of Criminal Procedure 3.203, and any other relevant Florida law for determinations of whether a defendant either charged with or convicted of a capital felony is intellectually disabled.

B. MINIMUM REQUIREMENTS

All representations made in Provider’s Application, a copy which is attached hereto and incorporated herein as “Exhibit A,” are deemed Part of this Agreement. Additionally, Provider shall:

1. Have the necessary training and licensure to provide the contracted services.
2. Provide a copy of his or her current occupational license to the Court.
3. Certify that Provider has not received a disciplinary action from the Florida Department of Health or any other licensing authority, and further certify that Provider has not entered into any non-confidential consent agreements with a licensing authority within the five years preceding the date of this Agreement.

C. DELIVERABLES

Provider agrees to:

1. Accept appointments for examinations of persons within the Provider's chosen category(ies) of service without regard for where the subject is located. If Provider is unable to accept an appointment for examination, Provider must, within three business days of receiving the order of appointment, notify the Judge who made the appointment in writing that Provider is unable to perform the service.
2. Provide witness testimony in appointed cases as called upon by the courts of the Fifteenth Judicial Circuit.
3. Provide services for which Provider is retained to the best of Provider's ability and in conformance with Florida Statutes, rules of court, the Code of Judicial Conduct, applicable administrative orders, and relevant case law.
4. Provide services 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 presiding Judge in writing.
5. Receive court orders and reports and transmit evaluations and reports via electronic mail.
6. Provide the Court access to all documents, papers, letters, or other materials made or received by the Provider in conjunction with this Agreement.
7. Notify the Chief Judge in writing of any formal complaint, grievance, or lawsuit that is filed against Provider within fourteen days of notification or receipt of a complaint, grievance, or lawsuit—whichever occurs first.
8. Notify the Chief Judge of any formal complaint filed by the Florida Department of Health or any other licensing authority and/or of any non-confidential consent agreements entered into between Provider and the licensing authority within ten days of entering into the agreement.
9. Notify the Chief Judge within three days if Provider or any employee of Provider is arrested or named as a defendant in any suit in any jurisdiction, or if Provider or a member of Provider's immediate family is involved with or has a personal interest in the outcome of any criminal, dependency, or delinquency case within the Fifteenth Judicial Circuit.

D. COMPENSATION

1. Payment: Provider agrees to accept and shall be compensated a fee in accordance with the rates specified in Administrative Order 2.601-10/2021, as amended. Payment shall be rendered only at the conclusion of services provided. Further, as set forth in section 916.115(2), Florida Statutes, if Provider is appointed by the Court upon motion of counsel for the defendant to evaluate the competence of the defendant to proceed and also addresses issues related to sanity as an affirmative defense, the Court shall pay only for that portion of

the Provider's fees relating to the evaluation on competency to proceed, and the balance of the fees shall be chargeable to the defense.

2. Travel Expenses: Should Provider require overnight travel to perform his or her duties under this Agreement, Provider may be compensated for travel, lodging, and meal expenses incurred in association with this Agreement in accordance with section 112.061, Florida Statutes, and the limitations set forth below. No other travel expenses are allowed under this Agreement. All allowable travel expenses must be submitted on the State of Florida Voucher for Reimbursement of Travel Expenses which is available at <https://www.flcourts.org/content/download/219316/1981842/ReimbursementVoucher.pdf>.
 - a. 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).
 - b. 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.
 - c. Lodging and Meals: 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.
3. Invoices:
 - a. All invoices for services provided by Provider must be submitted within 30 days from the date of service using the States Court System Standardized Invoice Form.
 - b. Invoices for services are to be submitted in detail sufficient for pre-audit and post audit.
 - c. Provider must submit the final invoice for each State Fiscal Year (July 1 of each year to June 30 of the following year) for payment to the Court by the last business day in July after the end of the State Fiscal Year or within thirty (30) calendar days after Agreement expires or is terminated.
 - d. Failure to timely submit request for payment may result in denial of payment.
 - e. If a duplicate invoice is sent, it must clearly state the time of the invoice, "Second Notice" or "Duplicate Invoice."
 - f. Payment will be made pursuant to section 215.422, Florida Statutes.
 - g. 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 Provider of such occurrence and the Agreement shall terminate without penalty or expense to the Court.

4. Financial Consequences: Provider agrees that the Court's Contract Manager will have the right to review Provider's invoice submissions for payment of the services rendered and work completed prior to disbursement or payment of an invoice to determine whether satisfactory performance of the service has been provided in accordance with this Agreement. The Court cannot pay full price for any good or service that fails to meet the terms and conditions of the Agreement. As such, in the event Provider fails to timely perform services under this Agreement as set forth by court order or Florida Statute, Provider will be assessed a \$25 per instance invoice reduction unless an exception is granted by the Court.

E. INDEPENDENT CONTRACTOR

1. Provider is and will perform all obligations under this Agreement as an independent contractor. Nothing contained in this Agreement will be construed to imply or be interpreted to establish any relationship other than independent contractor.
2. Provider will receive no salary or benefits from the Court, the State Courts System, or the State of Florida, but shall be compensated for the services rendered in accordance with the terms and conditions of this Agreement. Provider will not be entitled to any rights or privileges of State employees and will not be considered in any manner to be a State of Florida employee, or an agent of the Court, the State Courts System or the State of Florida.
3. Provider represents that neither Provider nor its employees/subcontractors have been an employee or OPS employee of the State of Florida nor received W-2 reportable wages from the State of Florida for a period of at least twelve calendar months immediately preceding the execution date of this Agreement. Provider will notify the Court's Contract Manager immediately in the event Provider or its employees/subcontractors accept employment with any agency or entity of the State of Florida.
4. Provider is responsible for reviewing and complying with all pertinent State and Federal laws, for all income taxes including, but not limited to FICA, FUTA, social security taxes and other unemployment taxes of a similar nature on all compensation received under this Agreement.
5. As an independent contractor, Provider is not entitled to worker's compensation benefits under this Agreement. Should Provider desire worker's compensation insurance coverage, Provider is solely responsible for securing its own worker's compensation insurance coverage.
6. Nothing in this Agreement precludes Provider from contracting with other clients during the term of this Agreement. Provider does acknowledge and agree, however, that Provider will not accept or perform work that would conflict with Provider's duties, responsibilities and obligations under this Agreement.
7. Provider is liable for and will indemnify, defend, and hold harmless the Court, the State Court System, its officers, agents, and employees from all claims, suits, judgments, or damages,

including attorneys' fees and costs, and claims made by the Internal Revenue Service, the United States Department of Labor, or any person or entity providing services under this Contract, arising out of any misrepresentation by Provider as to Provider's status as an independent contractor under this Agreement.

8. Effective January 1, 2021, Provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Agreement for the services specified in the Agreement. Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term. In order to implement this provision, Provider shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager five days prior to the January 1, 2021 deadline and annually thereafter. The link to E-Verify is provided below. <http://www.uscis.gov/e-verify>. Prior to allowing a subcontractor to provide any services contemplated under this Agreement, Provider shall provide the Court with a copy of its the DHS Memorandum of Understanding (MOU) from each subcontractor and an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens, and provide both documents annually thereafter. Violation of this provision shall constitute grounds for the Court to immediately and unilaterally terminate this Agreement. Provider shall be liable for any additional costs incurred by the Court as a result of the termination of this Agreement for such a violation.

F. VENDOR REGISTRATION

1. Provider must complete the following vendor registrations prior to being eligible for payment under the terms of conditions of this Agreement:
 - a. As an independent contractor, the Florida Department of Financial Services (DFS) requires completion of a Substitute Form W9 using the name as it appears on this Agreement at <https://flProvider.myfloridacfo.com/>
 - b. As an independent contractor, registration as a "MyFloridaMarketplace" system vendor must be completed through the Department of Management Services (DMS) Vendor Portal at <https://Provider.myfloridamarketplace.com/>
2. Provider is responsible for maintaining these registrations and must ensure the information is kept current to prevent issues related to the processing of payment. Failure on the part of Provider to maintain these registrations will cause Provider's vendor status to become inactive. The Court and the State Courts System will not be liable for any interest or other consequences for lack of payment due to an "inactive" vendor's status.

G. TERMS AND CONDITIONS

This Agreement is subject to the following additional terms and conditions:

1. For the duration of this Agreement, Provider must not accept any other Agreements that would conflict with its obligations under this Agreement.

2. The Court may reproduce any written materials generated as a result of Provider's work.
3. Provider will maintain all records made or received by it in conjunction with its obligations under this Agreement in accordance with Rule 2.420, Florida Rules of Judicial Administration.
4. In providing, or contracting to provide, services, programs or activities, maintaining facilities, and otherwise performing its obligations under this Agreement, Provider will comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992 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.
5. If either party initiates a legal action for enforcement of or damages for breach of this Agreement, each party will bear its own fees and costs, including attorney's fees, resulting from such legal action.
6. This Agreement is bound by the General Contract Conditions of the Florida State Court System which can be found at <https://www.flcourts.org/content/download/219317/1981848/General-Contract-Conditions-for-Services-5-8-15.pdf>. These General Contract Conditions for Services are incorporated herein as if fully recited in this Agreement except to the extent that any of those conditions are in conflict with this Agreement, the terms and conditions of this Agreement shall prevail.

H. NOTICE

Any notice required or permitted to be given under this Agreement will be sufficient if it is in writing and if sent to the parties at the addresses provided on the execution page by: (i) e-mail; (ii) certified or registered mail, return receipt requested; (iii) personal delivery; or (iv) reputable courier service. Notice is effective upon receipt.

I. CANCELLATION AND SUSPENSION OF THIS AGREEMENT

1. Suspension: The Court may, in its sole discretion, suspend any or all activities under the Agreement at any time. In the event of a suspension, the Court will provide Provider with a written notice outlining the particulars. 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.
2. Termination by the Court: During the entire term and any renewal term of this Agreement, the Court shall have the right to terminate this Agreement without cause by giving thirty (30) days written notice to Provider of its intention to terminate or with cause if at any time Provider fails to fulfill, comply, or abide by any of the terms or conditions specified in this

Agreement. Failure of Provider to comply with any of the provisions of this Agreement shall be considered a material breach and shall be cause for the immediate termination of the Agreement at the discretion of the Court, and without written notice.

3. Termination by Provider: Provider may terminate this Agreement for any reasons by giving thirty (30) days written notice to the Court.

J. TERM AND SCOPE OF AGREEMENT

This Agreement will take effect upon execution by the last party required to sign it. It will end at midnight, Eastern Time, on **June 30, 2022**, unless terminated earlier according to the provisions of this Agreement.

This Agreement, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties and supersedes all previous communications, representations, or agreements, either verbal or written, between the parties. No amendment or renewal of this Agreement shall be valid unless the same is in writing and executed by the parties.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

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
Telephone: (561) 355-4495

Date

[Signature of Provider]

Date

Printed Name: _____

Address: _____

City, State, Zip Code: _____

Telephone: _____

Social Security Number or Employer Identification Number: _____

Email Address: _____

Approved as to Legal Form and Sufficiency

By: _____

Michael Bonan
General Counsel, Fifteenth Circuit
Telephone: (561) 355-1927