

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 20, 2010

( X ) Consent ( ) Regular  
( ) Ordinance ( ) Public Hearing

Department

Submitted By: PUBLIC SAFETY

Submitted For: DIVISION OF JUSTICE SERVICES

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to receive and file: the following executed agreements with the 15th Judicial Circuit for the period July 1, 2010 to June 30, 2011:

- 1) Agreement for Expert Witness Professional Services for Adult Competency Evaluations;
- 2) Agreement for Expert Witness Professional Services Related to Appointment as an Examining Committee Member Relating to Guardianship Matters;
- 3) Agreement for Expert Witness Professional Services for Juvenile Competency Evaluations and Psychological Evaluations; and
- 4) Agreement for Social (Custody) Evaluations/Home Studies

**Summary:** The Administrative Office of the Court has contracted with the Division of Justice Services to provide court ordered forensic evaluations and testimony through Justice Services' Forensic Psychology Office. Seniors, adults, teens, and children throughout the county are directed to the Forensic Psychology Office with the appropriate Court Order, outlining which specific evaluation is required. The scope of services provided includes Competency Evaluations for adult and juvenile criminal matters, Psychological Evaluations for adult and juvenile criminal matters, child welfare and family court cases, Social (Custody) Evaluations for indigent parties involved in family court proceedings and Appointment as an Examining Committee Member relating to Guardianship Matters. R-2005-0792 authorizes the County Administrator or his designee to sign contracts to provide psychological services to the Fifteenth Judicial Circuit. Countywide (GB).

**Background and Policy Issues:**

These contracts compensate Court Psychology for the contractual services provided to the 15th Judicial Circuit.

**Attachments:**

- 1) Agreement for Expert Witness Professional Services for Adult Competency Evaluations
- 2) Agreement for Expert Witness Professional Services Related to Appointment as an Examining Committee Member Relating to Guardianship Matters
- 3) Agreement for Expert Witness Professional Services for Juvenile Competency Evaluations and Psychological Evaluations
- 4) Agreement for Social (Custody) Evaluations/Home Studies

Recommended by: Vincent J. Bonvento

Department Director

Date

Approved by: Vincent J. Bonvento

Assistant County Administrator

Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Capital Expenditures					
Operating Costs	<u>30,000</u>	<u>90,000</u>			
External Revenues	<u>(30,000)</u>	<u>(90,000)</u>			
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	<u>0</u>	<u>0</u>			
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Is Item Included In Current Budget? Yes X No     

Budget Account Exp No: Fund 0001 Department 660 Unit 5226 Object var  
Rev No: Fund 0001 Department 660 Unit 5226 Object 4900

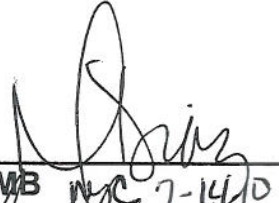
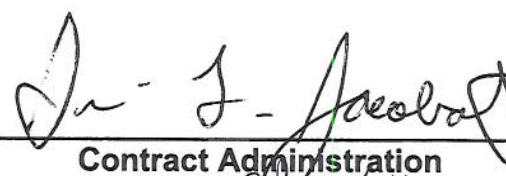
### B. Recommended Sources of Funds/Summary of Fiscal Impact:

These budgeted revenues offset the operational costs of Court Psychology program of Division of Justice Services.

Departmental Fiscal Review: Stephanie Sepioha 6/29/10

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Dev. and Control Comments:

<u></u> 7/14/2010 OFMB 7-14/10	<u></u> 7/14/10 Contract Administration 7/14/10
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### B. Legal Sufficiency:

 7/19/10  
 Assistant County Attorney

### C. Other Department Review:

\_\_\_\_\_  
 Department Director

This summary is not to be used as a basis for payment.



**THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA**

**AGREEMENT FOR EXPERT WITNESS PROFESSIONAL SERVICES  
FOR ADULT COMPETENCY EVALUATIONS**

This agreement is entered into by and between the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida and Palm Beach County Board of County Commissioners.

**WITNESSETH:**

The Chief Judge of the Fifteenth Judicial Circuit, after consultation with the Criminal Court Judges for Palm Beach County, has appointed and designated the Palm Beach County, through its Department of Public Safety/Court Psychology Office to perform expert witness professional services for Adult Competency evaluations in Palm Beach County.

In consideration of the mutual covenants and provisions contained herein, the Fifteenth Judicial Circuit Court (Court) and Palm Beach County (County) agree as follows:

**1. SCOPE OF SERVICES:**

The County, through its Department of Public Safety/Court Psychology Office, agrees to and shall conduct for the benefit of the Court system, an evaluation of defendants for mental competence to proceed and/or sanity at the time of the commissions of the offense and reporting as to whether the Defendant is competent to stand trial pursuant to the criteria set forth in Section 916.12, Florida Statutes (2009) and Rules 3.210(b) and 3.211 Florida Rules of Criminal Procedures. The Expert shall address and evaluate the Defendants mental capacity as more clearly defined in Administrative Order 2.601/10/09 (as amended).

**2. QUALIFICATIONS:**

Each Expert appointed by the Court shall:

- A. Have completed approved training as experts.
- B. To the extent possible have completed the forensic evaluator training and be a psychiatrist, licensed psychologist, or physician.
- C. Provide a copy of his/her current occupational license to the Court.
- D. Be able to address and evaluate the defendant's mental capacity.

**3. INDEPENDENT CONTRACTOR:**

The County, is and shall remain an independent contractor and is not an employee, partner or joint venture of the Judicial Circuit, the Florida Supreme Court, or the State Courts System.

**4. TIME OF SERVICE:**

Services shall be performed in a timely manner. In the event an emergency prevents the County from providing expert witness professional services, notification shall be provided to the presiding Judge.

**5. NON-ASSIGNABILITY/SUBCONTRACTORS:**

All work shall be performed by the County's Department of Public Safety/Court Psychology Office and shall not be assigned or subcontracted to another individual or organization without approval from the presiding Judge.

**6. RECORD RETENTION/AUDIT:**

The County shall maintain all records made or received in conjunction with its obligations under this Agreement in accordance with Rule 2.420, Florida Rules of Judicial Administration.

The County shall maintain a file available for inspection by the Court containing documentation of all costs associated with this Agreement. The County shall maintain the file until otherwise notified by the Court, or for a period of four (4) years following the conclusion of the Agreement, whichever comes first.

**7. AVAILABILITY OF FUNDS:**

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 County of such occurrence and the Agreement shall terminate without penalty or expense to the Court.

**8. COMPENSATION:**

Pursuant to Section 916.115, Florida Statutes (2009), the Court shall pay the County for that portion of the evaluation and report pertaining to the defendant's competence to stand trial. That portion of the evaluation and report pertaining to the defendant's sanity at the time of the alleged offense shall be the responsibility of the defense.

The County agrees to accept and shall be compensated a fee of \$500.00 for each Competency Evaluation conducted as defined by this agreement. Payment by Court Administration will not exceed total of \$500.00 for the examination and preparation of report. (including travel time). Travel time is compensated at \$50.00/hour (actual time) which amount is not to exceed 1 hour in each direction. Testifying at court will be paid at a rate of \$150.00 per hour, not to exceed a total of \$300.00.



Payment shall be rendered only at the conclusion of services provided. Payment for services rendered shall be made in accordance with F.S. 215.422. If the County, through its Department of Public Safety/Court Psychology Office, 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.

Those County employees 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 Section 112.061, Florida Statutes, upon submission of a State of Florida Voucher for Reimbursement of Travel Expenses, subject to the following requirements:

Air Travel: Expert will be reimbursed for the cost of round-trip, coach class airfare at the state rate, if available (original ticket receipt required).

Ground Transportation: The Expert is eligible for reimbursement 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.

Lodging and Meals: The Expert 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. Meals receipts are not required.

Unless otherwise directed, the Expert's requests 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 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.

#### **9. TERMS AND CONDITIONS:**

For the durations of the Agreement, the County, through its Department of Public Safety/Court Psychology Office, must not accept any other Agreements that would conflict with its obligations under this Agreement.

The County, through its Department of Public Safety/Court Psychology Office, must perform the services for which it is retained to the best of its ability and at the direction and request of the Court.

The Court may unilaterally terminate this Agreement if the Expert refuses to allow public access to all documents, papers, letters, or other materials made or received by the County in conjunction with the Agreement, unless records are exempt from s. 24(a) of Article 1 of the State Constitutions, s. 119.07(1), Florida Statutes, or 2.420 Rules of Judicial Administration.

The Court may reproduce any written materials generated as a result of this Agreement.

In providing, or contracting to provide, services, programs, activities, maintaining facilities, and otherwise performing obligations under this Agreement, the Expert 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.

This contract is bound by the General Contract Conditions of the Florida State Court System which can be found at [http://www.flcourts.org/courts/crtadmin/general\\_contract\\_conditions.htm](http://www.flcourts.org/courts/crtadmin/general_contract_conditions.htm)

The terms and conditions described at [http://www.flcourts.org/courts/crtadmin/general\\_contract\\_conditions.htm](http://www.flcourts.org/courts/crtadmin/general_contract_conditions.htm) as General Contract Conditions for Services are incorporated herein as if fully recited in this Agreement except to the extent that any of those terms or conditions is in conflict with this Agreement in which case the terms and conditions of this document shall prevail.

Travel expenses must be submitted in accordance with s. 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).

A Court may establish rates lower than the maximum provided in Florida Statute s. 112.061.

**10. NOTICE:**

Any notice required or permitted to be given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail, return receipt requested, to either of the parties addresses provided on the execution page.

**11. CANCELLATION AGREEMENT:**

The Court reserves the right to cancel this Agreement without cause giving sixty (60) days prior notice to the County in writing of the intention to cancel or with cause if at any time Expert fails to fulfill or abide by any terms or conditions specified.

Failure of Expert to comply with any of the provisions of the Agreement shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the Court.

Expert may cancel this contract by giving sixty (60) days written notice to the Court.

**12. ENTIRETY OF AGREEMENT:**

This Agreement contains the entire Agreement of the parties. It may only be changed by an agreement in writing signed by both parties.

**13. TERM OF AGREEMENT:**

This Agreement shall be effective on July 1, 2010, and shall terminate on June 30, 2011.


**14. ACCESS AND AUDITS**

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed



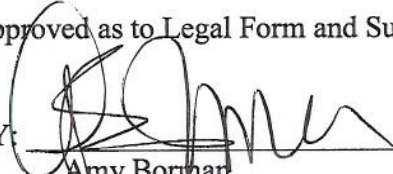
County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the Fifteenth Judicial Circuit, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud subject to the application of state or federal law relating to the privacy of medical records and the confidentiality of court and juvenile records.

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: 6/24/10

Approved as to Legal Form and Sufficiency

BY:   
Amy Borman  
Title: General Counsel  
Telephone: (561) 355-1927

PALM BEACH COUNTY

  
Vincent Bonvento, Assistant County Administrator  
Address: 301 North Olive Avenue, 12<sup>th</sup> Floor  
West Palm Beach, Florida 33401  
Employer ID Number- 59:6000785

Date: 7/7/10

Approved as to Legal Form and Sufficiency

BY: \_\_\_\_\_  
Title: Assistant County Attorney  
Telephone: \_\_\_\_\_

Palm Beach County, Florida, By Its  
Board of County Commissioners  
Sharon R. Bock, Clerk & Comptroller  
BY: \_\_\_\_\_  
Deputy Clerk

#2

**THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA**

**AGREEMENT FOR EXPERT WITNESS PROFESSIONAL SERVICES  
RELATED TO APPOINTMENT AS AN EXAMINING  
COMMITTEE MEMBER RELATING TO GUARDIANSHIP MATTERS**

This agreement is entered into by and between the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida and Palm Beach County Board of County Commissioners.

**WITNESSETH:**

The Chief Judge of the Fifteenth Judicial Circuit, after consultation with the Probate Court Judges for Palm Beach County, has appointed and designated the Palm Beach County, through its Department of Public Safety/Court Psychology Office to perform expert witness professional services for Adult Competency evaluations in Palm Beach County.

In consideration of the mutual covenants and provisions contained herein, the Fifteenth Judicial Circuit Court (Court) and Palm Beach County (County) agree as follows:

**1. SCOPE OF SERVICES:**

The County, through its Department of Public Safety/Court Psychology Office, agrees to and shall be appointed as a member of the examining committee in Guardianship matters pursuant to Florida Statute 744.331(3) to conduct an examination of the alleged incapacitated ward, prepare a written report to the Court, and testify to the Court if necessary.

**2. INDEPENDENT CONTRACTOR:**

The County, is and shall remain an independent contractor and is not an employee, partner or joint venture of the Judicial Circuit, the Florida Supreme Court, or the State Courts System.

**3. TIME OF SERVICE:**

Services shall be performed in a timely manner. In the event an emergency prevents the County from providing expert witness professional services, notification shall be provided to the presiding Judge.

**4. NON-ASSIGNABILITY/SUBCONTRACTORS:**

All work shall be performed by the County's Department of Public Safety/Court Psychology Office and shall not be assigned or subcontracted to another individual or organization without approval from the presiding Judge.



**5. RECORD RETENTION/AUDIT:**

The County shall maintain all records made or received in conjunction with its obligations under this Agreement in accordance with Rule 2.420, Florida Rules of Judicial Administration.

The County shall maintain a file available for inspection by the Court containing documentation of all costs associated with this Agreement. The County shall maintain the file until otherwise notified by the Court, or for a period of four (4) years following the conclusion of the Agreement, whichever comes first.

**6. AVAILABILITY OF FUNDS:**

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 County of such occurrence and the Agreement shall terminate without penalty or expense to the Court.

**7. COMPENSATION:**

The County agrees to accept and shall be compensated a flat fee of Three Hundred Dollars (\$300.00) for all appointments within Palm Beach County except those in Belle Glade/Pahokee which shall be compensated at a fee of Five Hundred Dollars (\$500.00). In the event the County is required to testify, the County shall be compensated Three Hundred Dollars (\$300.00) for each hour of testimony; fractional hours of testimony shall be prorated, and no fee is allowed for travel time.

Payment shall be rendered only at the conclusion of services provided. Payment for services rendered shall be made in accordance with F.S. 215.422. If the County, through its Department of Public Safety/Court Psychology Office, 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.

Those County employees 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 Section 112.061, Florida Statutes, upon submission of a State of Florida Voucher for Reimbursement of Travel Expenses, subject to the following requirements:

Air Travel: Expert will be reimbursed for the cost of round-trip, coach class airfare at the state rate, if available (original ticket receipt required).

Ground Transportation: The Expert is eligible for reimbursement 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.

Lodging and Meals: The Expert 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. Meals receipts are not required.

Unless otherwise directed, the Expert's requests 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 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.

## **8. TERMS AND CONDITIONS:**

For the durations of the Agreement, the County, through its Department of Public Safety/Court Psychology Office, must not accept any other Agreements that would conflict with its obligations under this Agreement.

The County, through its Department of Public Safety/Court Psychology Office, must perform the services for which it is retained to the best of its ability and at the direction and request of the Court.

The Court may unilaterally terminate this Agreement if the Expert refuses to allow public access to all documents, papers, letters, or other materials made or received by the County in conjunction with the Agreement, unless records are exempt from s. 24(a) of Article 1 of the State Constitutions, s. 119.07(1), Florida Statutes, or 2.420 Rules of Judicial Administration.

The Court may reproduce any written materials generated as a result of this Agreement.

In providing, or contracting to provide, services, programs, activities, maintaining facilities, and otherwise performing obligations under this Agreement, the Expert 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.

This contract is bound by the General Contract Conditions of the Florida State Court System which can be found at [http://www.flcourts.org/courts/crtadmin/general\\_contract\\_conditions.htm](http://www.flcourts.org/courts/crtadmin/general_contract_conditions.htm)

The terms and conditions described at [http://www.flcourts.org/courts/crtadmin/general\\_contract\\_conditions.htm](http://www.flcourts.org/courts/crtadmin/general_contract_conditions.htm) as General Contract Conditions for Services are incorporated herein as if fully recited in this Agreement except to the extent that any of those terms or conditions is in conflict with this Agreement in which case the terms and conditions of this document shall prevail.

Travel expenses must be submitted in accordance with s. 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).



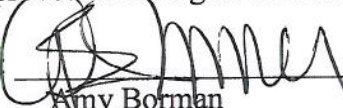
**THE FIFTEENTH JUDICIAL CIRCUIT,**



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: 6/24/10

Approved as to Legal Form and Sufficiency

BY 

Amy Borman  
Title: General Counsel  
Telephone: (561) 355-1927

**PALM BEACH COUNTY**



Vincent Bonvento, Assistant County Administrator  
Address: 301 North Olive Avenue, 12<sup>th</sup> Floor  
West Palm Beach, Florida 33401  
Employer ID Number- 59:6000785

Date: 7/7/10

Approved as to Legal Form and Sufficiency

BY: \_\_\_\_\_

Title: Assistant County Attorney  
Telephone: \_\_\_\_\_

Palm Beach County, Florida, By Its  
Board of County Commissioners

Sharon R. Bock, Clerk & Comptroller

BY: \_\_\_\_\_  
Deputy Clerk

**THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA**

**AGREEMENT FOR EXPERT WITNESS PROFESSIONAL SERVICES  
FOR JUVENILE COMPETENCY EVALUATIONS &  
PSYCHOLOGICAL EVALUATIONS**

This agreement is entered into by and between the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida and Palm Beach County Board of County Commissioners.

**WITNESSETH:**

The Chief Judge of the Fifteenth Judicial Circuit, after consultation with the Juvenile Court Judges for Palm Beach County, has appointed and designated the Palm Beach County, through its Department of Public Safety/Court Psychology Office to perform expert witness professional services for Juvenile Competency evaluations and Psychological evaluations in Palm Beach County.

In consideration of the mutual covenants and provisions contained herein, the Fifteenth Judicial Circuit Court (Court) and Palm Beach County (County) agree as follows:

**1. SCOPE OF SERVICES:**

The County, through its Department of Public Safety/Court Psychology Office, agrees to and shall conduct for the benefit of the Court system, either an evaluation of juveniles for mental competence to proceed and/or sanity at the time of the commissions of the offense and reporting as to whether the juvenile is competent to stand trial pursuant to the criteria set forth in Section 985.223, Florida Statutes (2008) and Rules 8.095(d) Florida Rules of Juvenile Procedures or a psychological evaluation to assist the court as requested. The County, through its Department of Public Safety/Court Psychology Office shall address and evaluate the juveniles mental capacity as more clearly defined in Administrative Order 2.601-10/09 (as amended).

**2. QUALIFICATIONS:**

Each Expert appointed by the Court shall:

- A. Have completed approved training as experts.
- B. To the extent possible, have completed either forensic evaluator training or be a psychiatrist, licensed psychologist, or physician.
- C. Provide a copy of his/her current occupational license to the Court.
- D. Be able to address and evaluate the juvenile's mental capacity.



**4. TIME OF SERVICE:**

Services shall be performed in a timely manner. In the event an emergency prevents the County from providing expert witness professional services, notification shall be provided to the presiding Judge.

**5. NON-ASSIGNABILITY/SUBCONTRACTORS:**

All work shall be performed by the County's Department of Public Safety/Court Psychology Office and shall not be assigned or subcontracted to another individual or organization without approval from the presiding Judge.

**6. RECORD RETENTION/AUDIT:**

The County shall maintain all records made or received in conjunction with its obligations under this Agreement in accordance with Rule 2.420, Florida Rules of Judicial Administration.

The County shall maintain a file available for inspection by the Court containing documentation of all costs associated with this Agreement. The County shall maintain the file until otherwise notified by the Court, or for a period of four (4) years following the conclusion of the Agreement, whichever comes first.

**7. AVAILABILITY OF FUNDS:**

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 County of such occurrence and the Agreement shall terminate without penalty or expense to the Court.

**8. COMPENSATION:**

Pursuant to Section 916.115, Florida Statutes (2009), the Court shall pay the County for that portion of the evaluation and report pertaining to the defendant's competence to stand trial. That portion of the evaluation and report pertaining to the defendant's sanity at the time of the alleged offense shall be the responsibility of the defense.

The County agrees to accept and shall be compensated a fee of \$500.00 for each Competency Evaluation (including any court appearance) conducted as defined by this agreement. The County agrees to accept and shall be compensated a fee of \$500.00 for each Psychological Examination (including any court appearance) conducted as defined by this agreement. Should both a Psychological Examination and a Competency Examination be performed on a juvenile, the County will be compensated no more than \$750.00 as a combined payment. Payment shall be rendered only at the conclusion of services provided. The Court will only be responsible for payment of a Competency Evaluation when an order, separate and apart from the Psychological Examination Order, has been entered. Payment for services rendered shall be made in accordance with F.S. 215.422, incorporated as Attachment A. If the County, through its Department of Public Safety/Court Psychology Office, 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.

Those County employees 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 Section 112.061, Florida Statutes, upon submission of a State of Florida Voucher for Reimbursement of Travel Expenses, subject to the following requirements:

Air Travel: Expert will be reimbursed for the cost of round-trip, coach class airfare at the state rate, if available (original ticket receipt required).

Ground Transportation: The Expert is eligible for reimbursement 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.

Lodging and Meals: The Expert 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. Meals receipts are not required.

Unless otherwise directed, the Expert's requests 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 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.

#### **9. TERMS AND CONDITIONS:**

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The County, through its Department of Public Safety/Court Psychology Office, must perform the services for which it is retained to the best of its ability and at the direction and request of the Court.

The Court may unilaterally terminate this Agreement if the Expert refuses to allow public access to all documents, papers, letters, or other materials made or received by the County in conjunction with the Agreement, unless records are exempt from s. 24(a) of Article 1 of the State Constitutions, s. 119.07(1), Florida Statutes, or 2.420 Rules of Judicial Administration.

The Court may reproduce any written materials generated as a result of this Agreement.

In providing, or contracting to provide, services, programs, activities, maintaining facilities, and otherwise performing obligations under this Agreement, the Expert 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.



This contract is bound by the General Contract Conditions of the Florida State Court System which can be found at [http://www.flcourts.org/courts/crtadmin/general\\_contract\\_conditions.htm](http://www.flcourts.org/courts/crtadmin/general_contract_conditions.htm)

The terms and conditions described at [http://www.flcourts.org/courts/crtadmin/general\\_contract\\_conditions.htm](http://www.flcourts.org/courts/crtadmin/general_contract_conditions.htm) as General Contract Conditions for Services are incorporated herein as if fully recited in this Agreement except to the extent that any of those terms or conditions is in conflict with this Agreement in which case the terms and conditions of this document shall prevail.

Travel expenses must be submitted in accordance with s. 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).

A Court may establish rates lower than the maximum provided in Florida Statute s. 112.061.

**10. NOTICE:**

Any notice required or permitted to be given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail, return receipt requested, to either of the parties addresses provided on the execution page.

**11. CANCELLATION AGREEMENT:**

The Court reserves the right to cancel this Agreement without cause giving sixty (60) days prior notice to the County in writing of the intention to cancel or with cause if at any time Expert fails to fulfill or abide by any terms or conditions specified.

Failure of Expert to comply with any of the provisions of the Agreement shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the Court.

Expert may cancel this contract by giving sixty (60) days written notice to the Court.

**12. ENTIRETY OF AGREEMENT:**

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**13. TERM OF AGREEMENT:**


This Agreement shall be effective on July 1, 2010, and shall terminate on June 30, 2011.

**14. ACCESS AND AUDITS**

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the Fifteenth Judicial Circuit, its officers, agents, employees, and

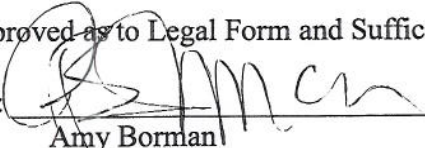
lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud subject to the application of state or federal law relating to the privacy of medical records and the confidentiality of court and juvenile records.

**THE FIFTEENTH JUDICIAL CIRCUIT**

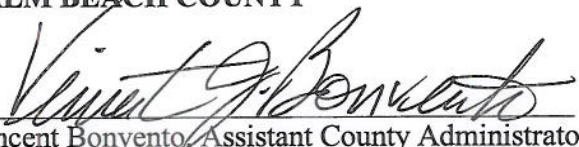
  
\_\_\_\_\_  
Barbara Dawicke, Trial Court Administrator  
For the Florida State Courts System  
205 N. Dixie Hwy, Suite 5.2500  
West Palm Beach, FL 33401  
(561) 355-2431

Date: 6/24/10

Approved as to Legal Form and Sufficiency

BY:   
\_\_\_\_\_  
Amy Borman  
Title: General Counsel  
Telephone: (561) 355-1927

**PALM BEACH COUNTY**

  
\_\_\_\_\_  
Vincent Bonvento, Assistant County Administrator  
Address: 301 North Olive Avenue, 12<sup>th</sup> Floor  
West Palm Beach, Florida 33401  
Employer ID Number- 59:6000785

Date: 7/7/10

Approved as to Legal Form and Sufficiency

BY: \_\_\_\_\_

Title: Assistant County Attorney  
Telephone:

Palm Beach County, Florida, By Its  
Board of County Commissioners

Sharon R. Bock, Clerk & Comptroller

BY: \_\_\_\_\_  
Deputy Clerk



# 4

**THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA**

**AGREEMENT FOR SOCIAL (CUSTODY) EVALUATIONS/HOME STUDIES**

This agreement is entered into by and between the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida and Palm Beach County Board of County Commissioners.

**WITNESSETH:**

The Chief Judge of the Fifteenth Judicial Circuit, after consultation with the Unified Family Court Judges for Palm Beach County, has appointed and designated the Palm Beach County, through its Department of Public Safety/Court Psychology Office to perform Social (Custody) Evaluations/Home Studies in Palm Beach County.

In consideration of the mutual covenants and provisions contained herein, the Fifteenth Judicial Circuit Court (Court) and Palm Beach County (County) agree as follows:

**1. SCOPE OF SERVICES:**

The County, through its Department of Public Safety/Court Psychology Office, agrees to and shall conduct for the benefit of the Court System, Social (Custody) Evaluations/Home Studies (Evaluation/Home Study) in accordance with Administrative Order 2.601-10/09 (as amended). The Department of Public Safety/Court Psychology Office may bill the Administrative Office of the Court for those parties who are deemed indigent by the Clerk and Comptroller; otherwise the parties are obligated to pay Palm Beach County through the Department of Public Safety/Court Psychology Office for the service provided.

**2. QUALIFICATIONS:**

Each Expert appointed by the Court shall have completed approved training to conduct Social Evaluations/Home Studies.

**3. INDEPENDENT CONTRACTOR:**

The County, is and shall remain an independent contractor and is not an employee, partner or joint venture of the Judicial Circuit, the Florida Supreme Court, or the State Courts System.

**4. TIME OF SERVICE:**

Services shall be performed in a timely manner. In the event an emergency prevents the County from providing expert witness professional services, notification shall be provided to the presiding Judge or Court Administration.

**5. NON-ASSIGNABILITY/SUBCONTRACTORS:**

All work shall be performed by the County's Department of Public Safety/Court Psychology Office and shall not be assigned or subcontracted to another individual or organization without approval from the presiding Judge.

**6. RECORD RETENTION/AUDIT:**

The County shall maintain all records made or received in conjunction with its obligations under this Agreement in accordance with Rule 2.420, Florida Rules of Judicial Administration.

The County shall maintain a file available for inspection by the Court containing documentation of all costs associated with this Agreement. The County shall maintain the file until otherwise notified by the Court, or for a period of four (4) years following the conclusion of the Agreement, whichever comes first.

**7. AVAILABILITY OF FUNDS:**

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 County of such occurrence and the Agreement shall terminate without penalty or expense to the Court.

**8. COMPENSATION:**

The County agrees to accept and shall be compensated a fee of One Thousand Dollars and 00/100 (\$1,000.00) for each "limited" Evaluation/Home Study and a fee of Two Thousand Dollars and 00/100 (\$2,000.00) for each "comprehensive" Evaluation/Home Study conducted pursuant to this Agreement. Payment shall be rendered only at the conclusion of services provided. Payment for services rendered shall be made in accordance with F.S. 215.422. If the County, through its Department of Public Safety/Court Psychology Office, 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.

Those County employees 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 Section 112.061, Florida Statutes, upon submission of a State of Florida Voucher for Reimbursement of Travel Expenses, subject to the following requirements:

Air Travel: Expert will be reimbursed for the cost of round-trip, coach class airfare at the state rate, if available (original ticket receipt required).



Ground Transportation: The Expert is eligible for reimbursement 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.

Lodging and Meals: The Expert 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. Meals receipts are not required.

Unless otherwise directed, the Expert's requests 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 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.

## **9. TERMS AND CONDITIONS:**

For the duration of the Agreement, the County, through its Department of Public Safety/Court Psychology Office, must not accept any other Agreements that would conflict with its obligations under this Agreement.

The County, through its Department of Public Safety/Court Psychology Office, must perform the services for which it is retained to the best of its ability and at the direction and request of the Court.

The Court may unilaterally terminate this Agreement if the Expert refuses to allow public access to all documents, papers, letters, or other materials made or received by the County in conjunction with the Agreement, unless records are exempt from s. 24(a) of Article 1 of the State Constitutions, s. 119.07(1), Florida Statutes, or 2.420 Rules of Judicial Administration.

The Court may reproduce any written materials generated as a result of this Agreement.

In providing, or contracting to provide, services, programs, activities, maintaining facilities, and otherwise performing obligations under this Agreement, the Expert 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.

This contract is bound by the General Contract Conditions of the Florida State Court System which can be found at [http://www.flcourts.org/courts/crtadmin/general\\_contract\\_conditions.htm](http://www.flcourts.org/courts/crtadmin/general_contract_conditions.htm)

The terms and conditions described at [http://www.flcourts.org/courts/crtadmin/general\\_contract\\_conditions.htm](http://www.flcourts.org/courts/crtadmin/general_contract_conditions.htm) as General Contract Conditions for Services are incorporated herein as if fully recited in this Agreement except to the extent that any of those terms or conditions is in conflict with this Agreement in which case the terms and conditions of this document shall prevail.

Travel expenses must be submitted in accordance with s. 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).

A Court may establish rates lower than the maximum provided in Florida Statute s. 112.061.

**10. NOTICE:**

Any notice required or permitted to be given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail, return receipt requested, to either of the parties addresses provided on the execution page.

**11. CANCELLATION AGREEMENT:**

The Court reserves the right to cancel this Agreement without cause giving sixty (60) days prior notice to the County in writing of the intention to cancel or with cause if at any time Expert fails to fulfill or abide by any terms or conditions specified.

Failure of Expert to comply with any of the provisions of the Agreement shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the Court.

Expert may cancel this contract by giving sixty (60) days written notice to the Court.

**12. ENTIRETY OF AGREEMENT:**

This Agreement contains the entire Agreement of the parties. It may only be changed by an agreement in writing signed by both parties.

**13. TERM OF AGREEMENT:**

This Agreement shall be effective on July 1, 2010, and shall terminate on June 30, 2011.

**14. 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.

**15. ACCESS AND AUDITS**

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and




proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the Fifteenth Judicial Circuit, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud subject to the application of state or federal law relating to the privacy of medical records and the confidentiality of court and juvenile records.

**16. OPTION FOR RENEWAL:**

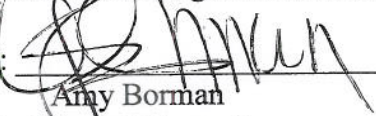
This contract may be renewed upon mutual agreement of the parties for additional 12-month periods after the initial contract period.

**THE FIFTEENTH JUDICIAL CIRCUIT**

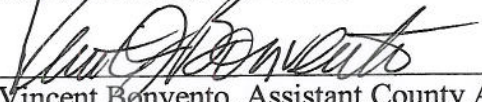
  
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