

## NINTH JUDICIAL CIRCUIT

# **BILLING MANUAL FOR EXPERTS SEEKING COMPENSATION FROM THE COURT**

## **1. INTRODUCTION**

As used in this Billing Manual, the term "Expert" means court-appointed individuals who provide services primarily in the areas of psychological, psychiatric, or mental health evaluations. Legal entities such as corporations or limited liability companies that furnish an individual who provide evaluations are also included in the definition of "Expert." If there is any conflict between the provisions of this Manual and the Administrative Order governing Expert Witnesses, the terms of the Administrative Order govern.

This Billing Manual applies only to Experts who are specifically appointed by the Court and who are to be paid by the Court. Generally, Court paid evaluations include:

1. Criminal competency (§ 916.115, Fla. Stat.)
2. Criminal competency – intellectual disabilities or autism (§ 916.301, Fla. Stat.)
3. Juvenile competency (§ 985.19, Fla. Stat.)
4. Juvenile competency – intellectual disabilities or autism (§ 985.19, Fla. Stat.)
5. Guardianship examining committees (§ 744.331, Fla. Stat.)
6. Developmental Disability Examining Committees (§ 393.11, Fla. Stat.)
7. Criminal Case – Determination of Intellectual Disability as a Bar to Execution (Fla. R. Crim. P. 3.203)
8. Extraordinary evaluations not dealing with competency and not listed above that are specifically approved by an Administrative Judge.

The Court will not pay for sanity evaluations or for competency restoration services. The Court will not pay Experts who are privately retained by the State Attorney, Public Defender, Office of Criminal Conflict and Civil Regional Counsel, conflict counsel, private counsel or any other person or entity. If a court order appointing Experts to examine a defendant for sanity purposes is required for payment purposes, the order must be separate from any order appointing Experts for competency evaluations. Under no circumstances will the Court pay for an Expert's time for a deposition or conference with the attorneys.

## **2. COMPENSATION RATES**

The Chief Judge, in accordance with the Supreme Court's Administrative Order, established the following fees:

### 1. Criminal Competency Payment Rates:

Initial Evaluation	\$500.00
Follow-up Evaluations – Same Defendant/Same Expert	\$200.00
No Show (40% of the evaluation rate - only two no shows)	

	allowed per defendant)	\$160.00/\$80.00
	In-Court Testimony (in rare cases required by Judge)	\$150.00 per hour
	- 2 hour maximum including wait time	
2.	Criminal Competency – Intellectual Disability/Autism	\$750.00
	All Follow-up Evaluations – Same Defendant/Same Expert	\$200.00
	No Show (only two no shows paid per defendant)	\$140.00
	In-Court Testimony (in rare cases required by Judge)	\$150.00 per hour
	- 2 hour maximum including wait time	
3.	Juvenile Competency Evaluation	\$350.00
	All Follow-up Evaluations – Same juvenile/Same Expert	\$200.00
	No Show (40% of the evaluation rate - only two no shows paid per juvenile)	\$140.00/\$80.00
	In-Court Testimony (in rare cases required by Judge)	\$150.00 per hour
	- 2 hour maximum including wait time	
4.	Juvenile Competency – Intellectual Disability/Autism	\$750.00
	All Follow-up Evaluations – Same juvenile/Same Expert	\$200.00
	No Show (only two no shows paid per juvenile)	\$140.00
	In-Court Testimony (in rare cases required by Judge)	\$150.00 per hour
	- 2 hour maximum including wait time	
5.	Guardianship Examining Committee (Indigent Wards Only)	
	M.D., D.O., Ph.D	\$350.00
	ARNP, RN, MSW, LPN, LCSW, Lay Person	\$200.00
6.	Development Disability Examining Committee	
	M.D., D.O., Ph.D	\$300.00
	ARNP, RN, MSW, LPN, LCSW, Lay Person	\$200.00
7.	Criminal Cases – Determination of Intellectual Disability as a Bar to Execution	\$750.00
	Travel time, if necessary, to and from Florida State Prison or Union Correctional Institution	\$50.00 per hour
	- 6 hour maximum	
	In-Court Testimony (in rare cases required by Judge)	\$150.00 per hour
	- 2 hour maximum including wait time	
8.	Extraordinary Evaluations	\$160.00 per hour
	- 5 hour maximum	

All flat fee payments for evaluations include travel time, review of all documents, preparation time, actual evaluation, preparation of the written report, and the timely submission of a written report to the Court.

### **3. ORDERS OF APPOINTMENT**

A signed order of appointment is required for every case in which a court-appointed Expert is seeking compensation from the Court. **When you receive an order of appointment, make sure you fully understand what you are to do and more importantly, what entity is paying and what payment you will receive.** Before starting work on the evaluation if you have any questions or concerns regarding payment, contact Court Administration at 407-836-0471. Examples of standard orders for several of the typical evaluation types are located on the Court's website under Expert Witnesses. The Court will not pay for services that occurred prior to the date of the order of appointment.

**Please note, for regular criminal competency examinations, only one Expert will be appointed initially. If that Expert finds the defendant competent to proceed, a party may dispute that finding and request appointment of a second Expert. If the Judge appoints a second Expert, the party who disputed the finding is responsible for payment of the Expert's fees. Make sure that party has made arrangements to pay you. The Court will not pay for a second expert in this situation. You should receive an order appointing you entitled "Order Appointing Second Expert for Competency Evaluation, Directing the Requesting Party to Pay the Expert, and Notice of Hearing(s)."**

### **4. FEES WHEN MULTIPLE CASES INVOLVED**

All fees are based on per defendant/juvenile/individual and not per case. For example, if a defendant has three different cases and an Expert is appointed to evaluate the defendant in all three cases, the Expert will be paid a single fee and not three separate fees.

### **5. INVOICES**

The Expert must use the State of Florida's Uniform Invoice for Expert Witness Services in order to be paid. An invoice form is located on the Court's website under Expert Witnesses. The invoice must be signed. A copy of the order of appointment must be attached to the invoice.

Invoices must be legible. Any invoice considered illegible will be considered deficient or objectionable, and will be returned. The payment process will not commence until the legibility issue is rectified by the Expert to the Court's satisfaction.

### **6. HOURLY BILLING**

When an Expert is permitted to bill an hourly rate, the invoice must be descriptive and include identifying details with enough information for a meaningful audit by Court Administration. The Expert must specifically identify the names of tests, examinations, evaluations, documents reviewed, and must itemize the time spent performing each task. Generic descriptions are insufficient.

The Expert should bill in increments of a quarter of-an-hour, rounded off to the nearest quarter:

0.25	15 minutes
0.50	30 minutes
0.75	45 minutes
1.00	60 minutes

## **7. NON-BILLABLE TIME AND EXPENSES (Applicable to Both Flat Fees/Hourly Billing)**

Non-billable time and expenses include, but are not limited to:

- Services performed by support staff or secretaries;
- Office or administrative functions;
- Time related to or in furtherance of billing, or time related to defending a disputed invoice;
- Time related to defending a professional grievance;
- Activity not reasonably related to the merits of the underlying case;
- Double billing for time;
- Expenses such as photocopies or postage.

## **8. BILLING, PAYMENT TIME FRAME, AND BILLING ADDRESS**

The invoices must be mailed or delivered to:

Court Administration/Expert Witness Payment  
 Orange County Courthouse  
 425 N. Orange Avenue, Suite 2130  
 Orlando, FL 32801

within thirty (30) days after the completion of the services provided. Failure to do so may result in delay of payment. Fax or emailed copies are not acceptable. Experts failing to provide timely invoices may, at the discretion of the Chief Judge, be suspended or removed from the registry.

## **9. REPORTS**

The Court will not pay for services unless the Judge in the case received the Expert's written report in a timely manner. A request for an extension of time to complete an evaluation report must be in writing and provide good cause for said request. The request for an extension must be sent to the Judge assigned to the case. Experts requiring multiple extensions may, at the discretion of the Court, be suspended or removed from the registry.

## **10. INVOICE DEFICIENCY OR OBJECTION**

Court Administration will review all invoices for completeness, accuracy, and compliance with contractual, statutory, and administration requirements. All inaccuracies, non-compliant fee amounts, and non-billable items will be considered as deficiencies and

objectionable. Court Administration will not modify or correct the requested compensation on any invoice. When an invoice is deemed deficient or objectionable, Court Administration will advise the Expert of the deficiency or objection and return the invoice to the Expert. Court Administration, may, however, first attempt to contact the Judge to resolve the issue if the problem concerns an incorrect fee or related matter.

If an agreement cannot be reached between Court Administration and the Expert as to the deficiencies or objections, then the Expert must place the matter before the Judge for a hearing and determination by the Judge on the Expert's entitlement to compensation. The Expert must attach any communication the Expert received from Court Administration addressing the deficiencies or objections to any motion submitted to the Court.

Experts and their staff are responsible for knowing the rates of compensation and policies and procedures.

#### **11. EXPERTS' REGISTRY AND CONTRACT REQUIREMENT**

In order to be on the registry of approved experts, Experts must have completed the forensic evaluator training approved by the Department of Children and Family Services for the appropriate registry division, if any, and meet all other requirements for the type of evaluation they are performing as listed in the Circuit's Administrative Order dealing with Expert Witnesses.

If an Expert refuses to accept an appointment without just cause, the Court may suspend or cancel its Contract with the Expert. The Chief Judge will determine the issue of just cause based upon an explanation submitted by the Expert.

#### **12. CHANGE IN CONTACT INFORMATION**

As soon as possible, the Expert must inform Court Administration of any changes to his or her name, address, telephone number, facsimile number, email address, or tax identification number. Notification of the changes must be in writing. Experts failing to provide current contact information may, at the Chief Judge's discretion, be suspended or removed from the registry.

#### **13. NOTICE OF UNAVAILABILITY**

If an Expert will be unavailable to receive appointments for more than a three week period, the Expert must provide Court Administration with written notification of the dates the Expert will be unavailable to receive appointments. Notice of unavailability must be received five (5) days prior to the beginning date of unavailability. When the Expert is once again available to receive appointments, written notification of the availability date must be provided to Court Administration in order to return to active status on the registry.

#### **14. USE OF INTERPRETERS**

Court interpreters are provided for court-ordered mental health evaluations. All requests for interpreters, including those for sign language, must be made through the Court's interpreter's office. Contact the office by email at [Interpreter@ocnjcc.org](mailto:Interpreter@ocnjcc.org) (preferred) or by phone at (407) 836-2399. Evaluations must be scheduled based on the interpreter's availability. A copy of the order of appointment must be sent to the interpreter's office.

#### **15. TESTIMONY IN COURT**

The Court will not pay for testimony unless in rare instances the Judge requests the Expert to testify. In those instances, the Judge is required to enter a specific order directing the Expert to testify indicating it is the Judge's intent the Expert testify and is not at a party's request. The Judge must obtain preapproval from the Administrative Judge. If you are subpoenaed to testify concerning an evaluation, please ensure such an order was entered by contacting the attorney for the person undergoing the evaluation.

#### **16. VIDEOGRAPHER, COURT REPORTER, OR COURT INTERPRETER**

The Expert understands that Florida law ordinarily permits a party to have a videographer, court reporter, or court interpreter present during an examination and agrees to the presence of a court reporter, videographer, or court interpreter when one is required by Florida law.

#### **17. PUBLIC RECORDS**

Invoices, contracts between the Court and the Experts, correspondence including emails, and other related documents, unless otherwise specifically made confidential or exempted by law, are considered public records once received by the Court or Court Administration.

#### **18. CHANGE IN DESIGNATED PAYEE**

If there is a change to the designated payee or a designated payee's tax identification number in an Expert's Contract, then a new Contract must be executed. The Court will only pay compensation for services provided pursuant to an order of appointment to the designated payee listed in the Expert's Contract.

If a Legal Entity, rather than an individual Expert, is named in the order of appointment and the Expert primarily handling the case separates from or is no longer associated with the Legal Entity, and the designated payee is the Legal Entity, Court Administration will only pay the Legal Entity. If any dispute, disagreement, or litigation regarding compensation for services provided pursuant to a court appointment arises between a Legal Entity and an Expert, they shall resolve the situation between them and shall not involve Court Administration. The Legal Entity and Expert shall hold Court Administration harmless from any and all liability that might or could arise from any dispute or litigation between them. It is the sole responsibility of the Expert and/or Legal Entity to ensure that Court Administration has the correct information regarding the designated payee and tax identification number for any and all court appointments.

**19. AMENDMENTS TO BILLING MANUAL**

The Court reserves the right to amend these policies at any time.

**20. STATUTES AND COURT ADMINISTRATION POLICIES**

An Expert is required to follow and comply with the requirements, policies, and procedures set forth in the Court's Administrative Order concerning Expert Witnesses, this Billing Manual, any Contract for Expert's Services with the Court, and those requirements and policies established by the Office of State Courts Administrator, as they may be amended from time to time. It is the Expert's sole responsibility to remain informed of and comply with all requirements, policies, and procedures, and any amendments thereto.