

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO**

AGREEMENT NUMBER <b>TBD</b>
--------------------------------

**SERVICES—SHORT FORM AGREEMENT** PC rev 07-15

- In this agreement (the “Agreement”), the term “Contractor” refers to \_\_\_\_\_, and the term “Court” refers to the **Superior Court of California, County of San Bernardino**. Contractor and Court are hereinafter sometimes referred to collectively as the “parties” and individually as “party”.
- This Agreement becomes effective as of \_\_\_\_\_ (the “Effective Date”) and expires on \_\_\_\_\_. The Court may, at its sole option, extend this Agreement for up to two consecutive one-year terms, at the end of which Option Terms this Agreement shall expire.
- The maximum amount that the Court may pay Contractor under this Agreement is \$ \_\_\_\_\_ (the “Maximum Amount”).
- This Agreement incorporates and the parties agree to the attached provisions labeled “Services—Short Form Agreement Terms.” This Agreement represents the parties’ entire understanding regarding its subject matter.
- Contractor will perform the following services (the “Services”), and deliver the following work product (the “Work Product”):



**Services:**

Description of Services	See Exhibit A: Statement of Work
Completion Date	As ordered by a judicial officer of the Court.
Acceptance Criteria	Performed in accordance with industry standards, applicable laws, and court order.

**Work Product:**

Description of Work Product	Completed court ordered psychiatric evaluation reports.
Delivery Date	As ordered by a judicial officer of the Court.
Acceptance Criteria	On-time, complete and technically accurate reports in accordance with industry standards, applicable laws, and court order.

- The Court’s project manager is:
- The Court will pay Contractor as follows: Contractor will be compensated at the Court’s Appointed Services Fee Schedule rates for Psychological/Psychiatric Evaluation Experts (excerpt attached hereto as Attachment 1) or prior approved Extraordinary Expert Fee rates pursuant to Court’s Local Rules 1419.4, 1419.5, 1419.6, and 1419.7 (attached hereto as Attachment 2).

COURT’S SIGNATURE	CONTRACTOR’S SIGNATURE
<b>Superior Court of California, County of San Bernardino</b>	CONTRACTOR’S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.)
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Nancy C.S. Eberhardt Court Executive Officer</b>	PRINTED NAME AND TITLE OF PERSON SIGNING
DATE EXECUTED	DATE EXECUTED
ADDRESS <b>247 West Third Street, 11<sup>th</sup> Floor San Bernardino, CA 92415-0302</b>	ADDRESS

# SERVICES—SHORT FORM AGREEMENT TERMS

- A. PERFORMANCE AND DELIVERY.** Contractor will perform the Services and deliver all Work Product as specified on the coversheet of this Agreement. Time is of the essence in Contractor's performance of the Services and delivery of Work Product. The Maximum Amount listed on the coversheet of this Agreement includes all amounts allowed for expenses, including those related to shipping, handling, traveling, bonding, licensing, maintaining insurance, and obtaining permits.
- B. ACCEPTANCE.** All Services and Work Product are subject to written acceptance by the Court. The Court may reject any Service or Work Product that (i) fails to meet applicable acceptance criteria, (ii) is not as warranted, or (iii) is performed or delivered late. Payment by the Court does not signify acceptance of the Services or Work Product.
- C. INTELLECTUAL PROPERTY.** Contractor irrevocably assigns to the Court all right, title and interest worldwide in and to the Work Product created under this Agreement, and all applicable intellectual property rights related to the Work Product created under this Agreement, including copyrights, trademarks, trade secrets, moral rights, and contract and licensing rights. Court grants Contractor the right to use Work Product for educational purposes only, provided all personally identifiable information is removed. Contractor grants to the Court a nonexclusive, transferable, sublicenseable (through multiple tiers), worldwide, perpetual, irrevocable, fully-paid and royalty-free license to use, reproduce, make derivative works of, perform, display, and distribute any portion of the Work Product delivered by Contractor but not created under this Agreement. The Court retains all intellectual property rights in any materials it provides to Contractor (the "Court Materials"). Contractor will hold the Court Materials in trust and confidence. Contractor will use the Court Materials solely for performing the Services and creating Work Product created under this Agreement.
- D. CLAIM FORM, PAYMENT AND SETOFF.** Contractor will send one original of a correct, itemized Court Evaluation Services Claim Form ("claim form", samples attached hereto as Attachment 3), along with the evaluation report and any other required supporting documentation to the court location where the case is being heard. Contractor will properly complete each claim form to include at least (i) this Agreement number or Purchase Order number, (ii) Contractor's name and address, (iii) case number and case name, (iv) the nature of the charge(s), (v) the total claim amount, and (vi) all other details the Court considers reasonably necessary to permit the Court to evaluate the Services performed and the Work Product delivered. If requested, Contractor will promptly correct any inaccuracy and resubmit the claim form. If the Court rejects any Services or Work Product after payment to Contractor, the Court may exercise all contractual and other legal remedies, including (a) setting off the overpayment against future claims payable by the Court, (b) setting off the overpayment against any other amount payable for the benefit of Contractor pursuant to this Agreement or otherwise, and (c) requiring Contractor to refund the overpayment within thirty (30) days of the Court's request. Unless Contractor is a governmental entity, the Court will take no action on claim forms submitted before Contractor has completed the Court's standard payee data record form, which Contractor may obtain from the Court. Contractor must include with any request for reimbursement from the Court a certification that Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the Court was sought for these costs, and Contractor will provide those records to the Attorney General upon request. The Court shall endeavor to remit payment within thirty (30) days from the Court's approval of the original, correct, and itemized claim form.
- E. WARRANTIES.** Contractor will perform all Services in a good and workmanlike manner, in accordance with industry standards, and in compliance with all applicable laws, rules, and regulations. Contractor warrants that, upon delivery, all Work Product will (i) be free from defects in workmanship, material, and manufacture (including, defects that could create a hazard to life or property), (ii) not infringe any third party's rights, including intellectual property rights, (iii) be of merchantable quality and fit for the purposes intended by the Court, (iv) comply with the requirements of this Agreement, and (v) be in compliance with all applicable laws, rules, and regulations.
- F. CHANGES.** Contractor may not alter, add to, or otherwise modify this Agreement. Contractor's additional or different terms and conditions are expressly excluded from this Agreement. This Agreement may be amended, supplemented, or otherwise modified only in writing and signed by the Court's authorized representative.
- G. AUDIT RIGHTS.** Contractor agrees to maintain records relating to performance and billing by Contractor under this Agreement for a period of four years after final payment. During the time that Contractor is required to retain these records, Contractor will make them available to the Court, the State Auditor, or their representatives during normal business hours for inspection and copying.
- H. INDEMNITY.** CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS THE COURT, OTHER CALIFORNIA JUDICIAL BRANCH ENTITIES, AND THEIR OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COSTS, THAT ARISE OUT OF (I) A DEFECT, WHETHER LATENT OR PATENT, IN THE WORK PRODUCT, (II) AN ACT OR OMISSION OF CONTRACTOR, ITS AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT, AND (III) A BREACH OF A REPRESENTATION, WARRANTY, OR OTHER PROVISION OF THIS AGREEMENT. THIS INDEMNITY APPLIES REGARDLESS OF THE THEORY OF LIABILITY ON WHICH A CLAIM IS MADE OR A LOSS OCCURS. THIS INDEMNITY WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT, ACCEPTANCE OF SERVICES, AND DELIVERY AND ACCEPTANCE OF WORK PRODUCT. THIS INDEMNITY DOES NOT COVER CLAIMS, LOSSES OR EXPENSES TO THE EXTENT THEY ARISE OUT OF THE GROSS NEGLIGENCE OF THE COURT.
- I. TERMINATION.** The Court may terminate all or part of this Agreement for convenience at any time by giving notice to Contractor. If the Court terminates this Agreement for convenience, the Court's liability will be the reasonable price for the Services rendered prior to termination, not to exceed the Maximum Amount. If an hourly or other time-based rate for Services is specified on the coversheet of this Agreement, that rate will be used in determining the reasonable price. Upon receipt of a termination notice, Contractor will, unless otherwise directed, cease work. Contractor will follow the Court's directions as to work in progress and the delivery of completed or partially-completed Work Product.
- J. INSURANCE.** Contractor will maintain all insurance customary for its industry that is sufficient in scope and amount to permit Contractor to pay in the ordinary course of business insurable claims, losses and expenses, including insurable claims, losses and expenses that arise out of Contractor's performance of this Agreement. Contractor will maintain employer's liability and workers' compensation coverage at statutory levels covering all employees performing work under this Agreement.
- K. REPRESENTATIONS.** Contractor represents and warrants the following: (i) Contractor complies with all federal, state, city, and local laws, rules, and regulations, including the federal Americans with Disabilities Act of 1990, California's Fair Employment and Housing Act, and Government Code 16645-49; (ii) Contractor does not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, disability (mental or physical, including HIV or AIDS), medical condition (including cancer or genetic characteristics), request for family and medical care leave, marital or domestic partner status, age (over 40), sex (including gender identity) or sexual orientation; (iii) Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement; (iv) Contractor will take all reasonable steps to prevent unlawful harassment from occurring; (v) no more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board (this representation is made under penalty of perjury); (vi) Contractor has authority to enter into and perform its obligations under this Agreement; (vii) if Contractor is a corporation, limited liability company, or limited partnership and this Agreement will be performed in California, Contractor is qualified to do business and in good standing in California; (viii) Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code ("PCC") section 10286.1, and is eligible to contract with the Court; (ix) Contractor recognizes the importance of child and family support obligations and fully complies with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and (b) Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department; (x) Contractor is in compliance with Public Contract Code section 10295.3, which places limitations on contracts with contractors whose benefits provisions discriminate between employees with spouses and employees with domestic partners; (xi) Contractor must provide notice to the Court immediately if Contractor has reason to believe it may be placed on either (a) the California Franchise Tax Board's list of 500 largest state income tax delinquencies, or (b) the California Board of Equalization's list of 500 largest delinquent sales and use tax accounts. The Court may terminate this Agreement immediately "for cause" pursuant to Section 8.3 below if (i) Contractor fails to provide the notice required above, or (ii) Contractor is included on either list mentioned above; (xii) Contractor warrants that it is not in violation of any order of resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; or subject to any cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violations of water discharge requirements or discharge prohibitions. Contractor has not been finally determined to be in violation of provisions of federal law relating to air or water pollution. Contractor will take all action necessary to ensure that the representations in this section remain true during the performance of this Agreement through final payment by the Court. Contractor must give written notice of its nondiscrimination obligations under this section to labor organizations with which it has a collective bargaining or other agreement.
- L. SPECIAL PROVISIONS.** Contractor agrees that no Court funds received under this agreement will be used to assist, promote or deter union organizing.
- M. ANTITRUST.** Contractor shall assign to the Court all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the Court. Such assignment shall be made and become effective at the time the Court tenders final payment to Contractor. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Court any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the Court as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the Court shall, within one year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the Court has not been injured thereby, or (b) the Court declines to file a court action for the cause of action.
- N. MISCELLANEOUS.** Contractor will maintain a system of accounting and internal controls that is sufficient to adhere to Generally Accepted Accounting Principles. Contractor is an independent contractor and Contractor will take all action available to Contractor to prevent Contractor, and its agents and employees, from being treated under the law as agents or employees of the Court. Contractor will not assign, subcontract or delegate its obligations under this Agreement without the prior written consent of the Court, and any attempted assignment, subcontract, or delegation is void. The terms and conditions of this Agreement apply to any assignee, subcontractor, trustee, successor, delegate or heir. California law, without regard to its choice-of-law provisions, governs this Agreement. In this Agreement, "including" means "including but not limited to." The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Contractor irrevocably consents to personal jurisdiction in the courts of the State of California, and any legal action filed by Contractor in connection with a dispute under this Agreement must be filed in San Bernardino County, California, which will be the sole venue for any such action. If any part of this Agreement is held unenforceable, all other parts remain enforceable. All headings are for reference purposes only and do not affect the interpretation of this Agreement. A party's waiver of enforcement of any of this Agreement's terms or conditions will be effective only if it is in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default. Contractor may not make a public announcement, or issue any press release or other writing, related to this Agreement, the Services, or Work Product without first obtaining the Court's prior written approval, which may be denied for any or no reason.

## EXHIBIT A: STATEMENT OF WORK

### 1. Description of Evaluation Services

- A. Contractor will conduct competency to stand trial evaluations of criminal case defendants and prepare a report of said evaluations when appointed by the Court.
- B. Contractor will conduct evaluations of other case types and prepare a report of said evaluations when appointed by the Court.
- C. Per Penal Code § 1368/1369/1370.1, each report must address the following:
  - i. Is the defendant mentally competent enough so that he or she can, (a) understand the nature of the criminal proceedings, and (b) assist counsel in a rational manner in the preparation of a defense?
    - a) If in the psychiatrist's opinion, the defendant is not competent:
      - Is the incompetency caused by (a) a mental disorder and/ or (b) a developmental disability?
      - What is/are the defendant's specific diagnosis/diagnoses?
      - Is the defendant a danger to self or others?
    - b) The following questions are to be also addressed to the extent that doing so would be appropriate to the opinion(s):
      - Would treatment with antipsychotic medication be medically appropriate for the defendant?
      - Does the defendant have the capacity to make decisions regarding antipsychotic medication?
      - If antipsychotic medication is appropriate, would the medication be likely to restore the defendant to mental competence to understand the nature of the proceedings and assist in his/her defense?
      - What specific medication do you recommend for each specific condition or conditions?
      - As to each medication:
        - What would be the medication's expected effectiveness; and
        - What are the medication's likely or potential side effects?
    - c) Are any alternative treatments possible? If the answer is yes, then as to each alternative treatment:
      - What is the treatments expected effectiveness?
      - What are the treatment's likely or potential side effects?
- D. Contractor will appear in court when ordered by the Court to provide expert testimony regarding Contractor's evaluation and report.

Contractor will remain in good standing and board certified in California as a licensed psychiatrist during the term of this Agreement.

*End of Exhibit A*

**ATTACHMENT 1: APPOINTED SERVICES FEE SCHEDULE EXCERPT**

**(Current as of Effective Date of this Agreement)**

**F. PSYCHOLOGICAL/PSYCHIATRIC EVALUATION FEE SCHEDULE**

<b>TYPE OF HEARING OR ACTIVITY</b>	<b>FEE</b>
PC 1026/1368 Eval and Report	\$350
PC 1368 Eval and Report, and determination by MD Psychiatrist if antipsychotic medication is medically appropriate.	\$1,000
Defense requested 1017 Eval and Report	\$350
Addiction Eval and Report	\$350
Sex Offender Eval and Report	\$350
Court Appearance/Testimony by Psychologist – Half Day	\$350
Court Appearance/Testimony by Psychologist – Full Day	\$600
Court Appearance/Testimony by Psychiatrist – Half Day	\$600
Court Appearance/Testimony by Psychiatrist – Full Day	\$1,000
Mileage reimbursement paid at current Court approved rate.	

Comments: A copy of the letter of appointment or file-stamped order of the Court must accompany all claims for appointed evaluation services. Per Local Rule 1419.6, upon prior approval of the Court, in cases where, because of complexities, the seriousness of the charge, or where medical examinations, extensive research and/or trial preparation are required, extraordinary fees may be allowed for M.D.s and Ph.Ds. Requests for extraordinary fees must be made by written motion with a detailed supporting declaration. If hourly billing is authorized by the Court, services must be fully itemized. Effective July 1, 2011, in addition to the standard flat fee for evaluations of defendants housed at Adelanto Detention Center, a stipend of \$50 shall be allowed for each such evaluation. Juvenile Court appointed evaluation services shall be paid at applicable current Probation Department rates.

*The Court regularly and periodically reviews the Appointed Fee Schedule and Extraordinary Expert Fees and amends them as required by law or warranted by court operations. Contractor shall at all times stay fully informed as to the applicable current Appointed Fee Schedule and Extraordinary Expert Fees. The most current rates shall be available on the Court's website [www.sb-court.org](http://www.sb-court.org).*

*End of Attachment 1*

## ATTACHMENT 2: LOCAL RULES 1419.4 THROUGH 1419.7



### Superior Court of California, County of San Bernardino

#### Local Rules of Court, Effective January 1, 2020

*The Court regularly and periodically reviews the Local Rules and amends them as required by law or warranted by court operations. Contractor shall at all times stay fully informed as to the applicable current Local Rules. The most current Local Rules shall be available on the Court's website [www.sb-court.org](http://www.sb-court.org).*

#### **Rule 1419.4 Appointed Psychiatric/Psychological Evaluation Services**

Appointments of psychiatrists and psychologists for PC§1026 (not guilty by reason of insanity, PC§1368/1369 (competency, PC§288.1 (sex offense and W&I§3050/3051 (addiction evaluation and report services shall be made from the Court's panel of experts using a randomized selection tool, unless the court recognizes extenuating circumstances and authorizes an exception to standard rotating appointment.

All claims for appointed standard psychiatric/psychological evaluation services shall be submitted on the Court's Appointed Evaluation Service claim forms to the Court District where the case was heard within 60 days of completion of the services rendered.

Any claim submitted more than 60 days after completion of appointed services on case will be subject to a penalty of ten percent (10% of the claim amount per month, up to a maximum of twenty percent (20%, absent extenuating circumstances. The Court in its discretion may determine when extenuating circumstances sufficient to justify a delay in submission of a claim exist.

Any claim submitted more than two (2 years after completion of services for the case, which the Court cannot verify as being previously unpaid, shall be denied.

The Court must actually receive the expert's report before appointed evaluation services can be billed unless the Court in its discretion recognizes extenuating circumstances orders payment in an amount it determines appropriate. Pursuant to Rule 1460.8, the expert must have also actually appeared in court, as reflected in the case minutes, for testimony services to be billable.

Billings must be submitted on the proper court form (Form 12-21283-356 for PC 1368/1369, W&I 3050/3051, and PC 288.1 evaluations; Form 13-17711-360 for PC 1026 and EC 1017 evaluations, and shall include all services provided that have not been previously presented or paid.

A copy of the psychiatric/psychological Court order of appointment must accompany all claims for appointed evaluation services. Pursuant to Rule 1419.8, a copy of the subpoena to the expert must also accompany any claim for expert testimony. Billings for EC § 1017 defense requested confidential evaluation and report services must be signed by defense counsel in the space provided prior to submittal to the Court. (Eff. July 1, 2000. Amended, eff. July 1, 2006, July 1, 2010, July 1, 2011, July 1, 2012, January 1, 2013 and July 1, 2013. Former Rule 1460.4, amended and renumbered as Rule 1419.4, eff. January 1, 2018. As amended, eff. January 1, 2019.)

#### **Rule 1419.5 Appointed Psychiatric/Psychological Evaluation Service Fee Schedules**

Psychiatrists and Psychologists appointed by the Court may not charge fees for their services in excess of the rates set forth in the Appointed Services Fee Schedule in effect at the time of appointment, available on the Court's website and from the Court Executive Office, except as provided by Rule 1419.6, Juvenile Court appointed psychiatric/psychological services will be paid at the San Bernardino County Probation Department's approved rates in the absence of any Court established rates for these services.

(Former Appendix III, Rule 1460, eff. July 1, 1998. Renumbered as rule 1460.5, and amended, eff. July 1, 2000. Amended, eff. January 1, 2004, July 1, 2004, January 1, 2005, July 1, 2006, July 1, 2011, July 1, 2012, January 1, 2013 and July 1, 2013. Former Rule, 1460.5, amended and renumbered as 1419.5, eff. January 1, 2018.

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## ATTACHMENT 2: LOCAL RULES 1419.4 THROUGH 1419.7

### **Rule 1419.6 Extraordinary Expert Fees**

Upon prior approval of the Court, in cases where, because of complexities, the seriousness of the charge, or where novel medical examinations, extensive research and/or trial preparation are required, extraordinary expert fees for highly specialized expert services may be allowed in excess of the rates provided in the Court's Appointed Services Fee Schedule by the Court's designated PC § 987.2 Judge pursuant to Local Rule 1418.2 or designated PC § 987.9 Judge pursuant to Local Rule 1418.3.

It is the duty of counsel to endeavor to negotiate the lowest hourly rate for the expert's services, recognizing that the fees for the expert's work are paid from local government funds. If extraordinary fees are authorized by the Court's designated PC § 987.2 Judge or designated PC § 987.9 Judge, billings must provide sufficient specificity with regard to services performed to support the bill for payment, with dates and times of service itemized.

(Former Rule 1460.3, eff. July 1, 1998. Renumbered as rule 1460.7, eff. July 1, 2000. Amended, eff. July 1, 2001, January 1, 2002, January 1, 2003, July 1, 2004, July 1, 2009, July 1, 2010, July 1, 2011 and July 1, 2012. Former Rule, 1460.7, amended and renumbered as 1419.6, eff. January 1, 2018.)

### **Rule 1419.7 Subpoena and Testimony**

Expert testimony and expenses related to testimony in criminal proceedings are the responsibility of the subpoenaing or requesting party (prosecution or defense) unless the expense is the responsibility of the Court or County under applicable California Code. A copy of the subpoena to the expert must accompany a claim for expert testimony.

1419.7(a) Penal Code § 1368/1369 testimony expenses in competency proceedings for experts that prepared the court-ordered competency evaluation reports for the court will be paid by the Court. If the prosecution or defense chooses to call their own expert to testify at a competency proceeding, the Court is not required to pay those expenses. If the prosecution or defense chooses to call an expert that prepared the court-ordered competency evaluation at a different proceeding, such as the trial on the underlying charges, the Court is not required to pay those expenses.

1419.7(b) Penal Code § 288.1 testimony expenses in lewd acts proceedings for experts that prepared the court-ordered evaluation reports for the court will be paid by the Court. If the prosecution or defense chooses to call their own expert to testify at a lewd act proceeding, the Court is not required to pay those expenses. If the prosecution or defense chooses to call an expert that prepared the court-ordered lewd act evaluation at a different proceeding, such as the trial on the underlying charges, the Court is not required to pay those expenses.

1419.7(c) Welfare & Institutions § 3051 testimony expenses in narcotics addiction hearings for experts that prepared the court-ordered evaluation report for the court will be paid by the Court if the testimony occurs as part of a jury trial on the issue at the request of the defendant.

1419.7(d) Penal Code § 1026 testimony expenses related to not-guilty-by-reason-of-insanity hearings are not the responsibility of the Court.

(Eff. January 1, 2003. Amended, eff. January 1, 2004, January 1, 2005, July 1, 2006, January 1, 2007, July 1, 2010, July 1, 2012 and January 1, 2013. Former Rule 1460, amended and renumbered as Rule 1419, eff. January 1, 2018.)

*End of Attachment 2*





**ATTACHMENT 3: SAMPLE CLAIM FORMS**

(Current PDF fillable forms can be found on Court's website [www.sb-court.org](http://www.sb-court.org))

DOCUMENT ID: \_\_\_\_\_

PV TRANS DEPT. PIV NUMBER \_\_\_\_\_

DOCUMENT TOTAL \$ \_\_\_\_\_

PC 1026, EC 1017

Page \_\_\_\_\_ of \_\_\_\_\_

**EVALUATION SERVICES CLAIM**

Use Court Form No. 12-21283-356 for:  
 PC1368 Competency, PC288 Sex Offender and  
 W&I 3051 Addiction Evaluation Services

**TYPE OF EVALUATION**

PC 1026 Not Guilty by Reason of Insanity evaluation and report ..... \$350.00  
 EC 1017 Defense-requested confidential evaluation and report ..... \$350.00  
 Adelanto Detention Center stipend ..... \$50.00  
 Court testimony — half day ..... \$350.00  
 Court testimony — full day ..... \$600.00

NOTE: For court testimony, copy of subpoena or court order must be attached.  
 Payment is the responsibility of subpoenaing party (LRC 1460.9).  
 Mileage ..... Current Court-Approved Rate

**COPY OF LETTER OF APPOINTMENT OR FILE-STAMPED COURT ORDER IN SUPPORT OF SERVICES BILLED MUST BE ATTACHED**

TYPE OF EVALUATION

LINE NO.	FUND	DEPT	ORGANIZATION	APPR	OBJECT	GRC/PROJ/JOB NUMBER	AMOUNT
				2 0 0	2 4 4 5		
				2 0 0	2 4 4 5		
				2 0 0	2 4 4 5		

(PLEASE TYPE OR PRINT LEGIBLY)  CHECK NEW ADDRESS

CLAIM OF \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE \_\_\_\_\_

E-MAIL \_\_\_\_\_ PHONE \_\_\_\_\_

CASE NUMBER	TYPE OF EVALUATION (see above)	DATE OF EVALUATION	DEFENDANT NAME AND LOCATION	JUDGE/DEPARTMENT	COURT TESTIMONY ONLY		MILES DRIVEN **	TOTAL FEE
					DATE OF TESTIMONY	TIME AM PM		
<b>USE THIS CLAIM FORM FOR PC 1026 AND EC 1017 SERVICES ONLY</b>								

\* Indicate where evaluation occurred adjacent to defendant name: West Valley DC; Central DC; Adelanto DC; Patton SH; or other (specify) \_\_\_\_\_

\*\*Expert's Physical Address (if mileage claimed): \_\_\_\_\_

Additional claim forms and the Court's Local Rules and Appellate Rules are available on the Court's website: [www.sb-court.org](http://www.sb-court.org)

CLAIM TOTAL \$ \_\_\_\_\_

I hereby certify that I have reviewed this billing and that these services were performed at my request. The charges shown are recommended for payment as reasonable and appropriate.

Signature of Attorney \_\_\_\_\_ Date \_\_\_\_\_

I hereby certify under penalty of perjury that the foregoing claim for services is true and correct (CCP 2015.5), that I have been continually licensed in the State of California as a psychologist/psychiatrist for the time period during which the services claimed above were rendered, and that no part of this claim has previously been presented or paid.

Signature of Claimant \_\_\_\_\_ Date and Place \_\_\_\_\_

Appraising Authority \_\_\_\_\_ Date \_\_\_\_\_

AUDITOR/CONTROLLER'S APPROVAL FOR PAYMENT: I hereby certify that I have examined the facts of the transaction herein set forth as evidenced by the information hereon and the documents attached hereto. All verifications, certification, and checking of computations required by the County Charter and Government Codes have been complied with and this claim in the total amount shown is hereby approved for payment.

COUNTY AUDITOR/CONTROLLER BY \_\_\_\_\_ DATE \_\_\_\_\_