

THOMAS J. MILLER
ATTORNEY GENERAL

ERIC TABOR
CHIEF DEPUTY ATTORNEY GENERAL



IOWA DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL

1305 E. WALNUT ST.
DES MOINES, IA 50319
Main: 515-281-5164 • Direct: 515-281-5191
Email: Eric.Tabor@ag.iowa.gov
www.iowaattorneygeneral.gov

October 29, 2020

Ms. Victoria Newton
Executive Secretary
Executive Council
State Capitol
L-O-C-A-L

Re: Request for Payment of SVP Court Costs

Dear Victoria:

Our Office requests Executive Council approval for payment pursuant to Iowa Code section 7D.10 for court costs and expenses incurred in prosecuting civil commitments under Iowa Code chapter 229A for the Sexually Violent Predator (SVP) program.

In addition to the cost of employee salaries, travel and support devoted to this program, the Office incurs substantial expenses for expert witnesses. These expenses have increased substantially due to the growing number of chapter 229A commitments. Section 7D.10 authorizes payment of court costs and expenses by the Executive Council “[i]f sufficient funds for court costs have not been appropriated to a state department, or if sufficient funds are not otherwise available for such purposes within the budget of a state department.” There is no specific appropriation for these expenses and sufficient funds are not otherwise available.

Therefore, pursuant to Iowa Code section 7D.10, the Office requests Executive Council approval of payment of \$12,800.00 for record review/report preparation (invoices enclosed).

Sincerely yours,

/s/ Eric Tabor

ERIC TABOR
Chief Deputy

Encl.

SVP Invoices - SFY 2021 (10/29/20)

| Date Received | Vendor | Description | Amount |
|---------------|--------------------------------|--|------------|
| 10/16/20 | Thomas Forensic, LLC | Initial Evaluation/Preliminary report 8/4/20-10/12-20 - Timothy Bittner | \$3,200.00 |
| 10/16/20 | Thomas Forensic, LLC | Initial Evaluation/Preliminary report 9/20/20-10/13/20 - William Roland | \$3,200.00 |
| 10/16/20 | William A. Schmitt, Ph.D., LLC | Initial Evaluation/Preliminary report 10/11/20-10/16/20 - Robert Hightower | \$3,200.00 |
| 10/29/20 | Jeffrey Davis, Ph.D. | Preliminary Evaluation 10/14/20 - Blake A Weyer | \$3,200.00 |

\$12,800.00

THOMAS FORENSIC, LLC
Tracy A. Thomas, Ph.D., ABPP
Board Certified Forensic Psychologist
Licensed Psychologist (Iowa, Nebraska, Missouri)

INVOICE

Phone 712-730-8274
 Fax 712-248-8655
 Email: TracyThomas@ThomasForensic.com
 Web: IowaForensicPsychologist.com

INVOICE # OCT 2020 SVP
 DATE: 10/14/2020

TO:
 Iowa Office of the Attorney General
 c/o Olivia McAtee
 Area Prosecutions Division
 Hoover Building
 1305 E. Walnut Street
 Des Moines, IA 50319

FOR:
 Forensic Consultation/Evaluative Services:
 Iowa Code 229A Evaluations

| CASE | DESCRIPTION OF SERVICE | SERVICE DATES | AMOUNT |
|-----------------|---------------------------------------|---|----------------|
| Timothy Bittner | Initial Evaluation/Preliminary Report | 8/4/2020: Letter of Engagement 10/12/2020: Preliminary Report | \$3,200 |
| William Roland | Initial Evaluation/Preliminary Report | 9/20/2020: Letter of Engagement 10/13/2020: Preliminary Report | \$3,200 |
| TOTAL | | | \$6,400 |

Make all checks payable to:
 Thomas Forensic, LLC
 c/o Tracy Thomas
 3827 Brickman Avenue
 Ames, IA 50010

Claimant EIN: 47-1228282

Tracy A. Thomas, Ph.D., ABPP

Tracy A. Thomas, Ph.D., ABPP
 Board Certified Forensic Psychologist
 Licensed Psychologist (IA, NE, MO)

Approved Shelley DeForest
 Date 10/16/20 Amt \$6400.00
 Agency SVP expenses - contract attached
 Class Obj Org

LETTER OF AGREEMENT

This agreement, made this 25 of July, 2020, is between the Iowa Department of Justice, an agency of the State of Iowa ("Department") and Dr. Tracy Thomas ("Contractor").

I. Duration. This Agreement shall be in effect commencing on July 1, 2020, and ending June 30, 2021. The Agreement may be extended by mutual consent of the parties and the fee schedule described in Part IV may be revised pursuant to any such extension.

II. Performance. The Contractor agrees to perform services as an independent contractor. The Contractor will be retained on a case-by-case basis to perform one or more of the duties described in Part III. Retention will be executed through a Letter of Engagement sent to the Contractor by the Department for each individual case. The Contractor is not bound to accept any given case, and the Department reserves the right to engage other experts to perform duties described in Part III in any case. The Contractor may be retained to perform duties in cases where another expert has already provided services, to the extent that it is professionally and ethically feasible to do so.

III. Duties of Contractor.

a. **Background.** Iowa Code chapter 229A authorizes the civil commitment of sexually violent predators ("SVPs"). A SVP is defined as a person who has been convicted of, or charged with, a sexually violent offense and who suffers from a mental abnormality which makes the person likely to engage in predatory acts constituting sexually violent offenses, if not confined in a secure facility. Chapter 229A directs the Attorney General to appoint a Prosecutor's Review Committee ("PRC") to assess whether or not a person meets this definition and to assist and advise the Attorney General. The PRC seeks the opinion of mental health expert in order to assess whether or not a potential SVP suffers from a mental abnormality, and is likely to reoffend. If the Attorney General makes a determination to file a SVP petition, the mental health expert is also asked to testify at a commitment trial.

b. **Scope of Work.** The Contractor will perform one or more of the following duties, as set out in the Letter of Engagement for each case:

(1) **Initial Evaluations/Preliminary Reports.** For all cases in which the Department is given notice pursuant to Iowa Code chapter 229A, the Contractor will complete an initial evaluation. The Department shall provide the Contractor with written records, and the Contractor shall complete a preliminary written report (generally 5-10 pages). The Contractor shall offer the PRC an opinion as to whether the person meets criteria as a SVP.

(2) **Interview/final evaluation.** For all cases presented to the PRC in which the Department files a petition alleging a person to be a SVP, the Contractor will conduct an interview of the person and an evaluation as described in Iowa Code § 229A.5(5). The interview shall take place to facility where the person is being housed, generally the

Newton Correctional Facility. The Contractor will also perform any and all other evaluative methods the Contractor deems appropriate for a given case. The Contractor will prepare a final report (generally 15-25 pages) setting forth the Contractor's conclusions as to whether the person meets criteria as a SVP, and detailed support for those conclusions.

(3) Trial Testimony. For all cases which subsequently proceed to trial, the Contractor will offer testimony at trial consistent with the Contractor's opinion. In preparing for trial, the Contractor will work with the Department's staff and attorneys to prepare testimony, including, but not limited to, reviewing any additional documents, depositions, or any other expert reports. The Contractor will be available in the event opposing counsel wish to take Contractor's deposition.

c. Timeline. This Agreement covers any new case for which the Contractor is retained prior to July 1, 2021. However, it is anticipated that not all duties in a case for which the Contractor is retained under this Agreement will be completed by the end of FY21. If this is the situation, then the Contractor will complete all such duties (interviews, final report writing, and trial testimony). Payment for duties completed by the Contractor after June 30, 2021, will be made in FY22 in accordance with the schedule set forth in Part IV.

IV. Payment. The Contractor will be paid according to the following schedule for each of the duties described in Part III for which the Contractor has been retained. This schedule is applicable to all cases.

| | |
|---|---------------|
| (1) <u>Initial Evaluation/Preliminary Report:</u> | \$3200 |
| (2) <u>Interview/Final Evaluation:</u> | \$4000 |
| (3) <u>Trial Testimony:</u> | \$2400 |

Prior to receiving payment, the Contractor is responsible for submitting an invoice to the Department stating that a duty described in Part III has been completed and the date of completion.

V. Travel Expenses. The Department will compensate the Contractor for all actual and reasonable expenses incurred during the course of Contractor's duties, including air travel, mileage, meals and lodging. All expenses submitted to the Department must be supported by itemized receipts, and will be subject to applicable State of Iowa caps on such expenses.

VI. Indemnification Clause. The Contractor agrees to jointly and severally indemnify and hold the State, its successors and assigns harmless from and against all liability, loss, damages or expense, including reasonable attorney's fees which the State may incur or sustain by reason of failure of the Contractor to fully perform and comply with the terms and obligations of this Agreement.

VII. Assignment. This contract may not be assigned or transferred by either party

without the prior written consent of the other party. In the event that certain cases must be assigned to another person, such assignment shall not be made without the express consent of all parties. Any cost of assignment or costs resulting from such assignment shall be borne by the Contractor:

VIII. Compliance with Laws. The Contractor agrees that for the duration of, and as a condition of the Department's duty to perform under the terms of this Agreement, the Contractor will be in compliance with applicable laws and regulations of the State and federal government, including but not limited to Equal Employment Opportunity provisions, Occupational Health and Safety Act, records retention, audit requirements, allowable costs.

IX. Integration. This Agreement contains the entire agreement between the parties.

X. Cancellation. This Agreement may be terminated by the Department for any reason or no reason with 60 days written prior notice. This Agreement may be terminated by the Contractor with 60 days written prior notice. The Department may require the Contractor to conclude work on any case still pending prior to being released from the contract.

XI. Termination Due to Lack of Funds or Change in Law. Notwithstanding anything in this Agreement to the contrary, the Department shall have the right to terminate this Agreement without penalty by giving 60 days written notice to the Contractor as a result of any of the following: The Legislature or Governor fails to appropriate funds sufficient to allow the Department to operate as required and to fulfill its obligations under this Agreement; funds are de-appropriated or not allocated; the Department's authorization to conduct business is withdrawn; or there is a material alteration in the programs the Department administers; or if the Department's duties are substantially modified. The Department agrees to make a reasonable request for the necessary funds. If any appropriation to cover the costs of this Agreement becomes available within 60 days subsequent to termination under this clause, the Department agrees to re-enter the Agreement with the Contractor under the same provisions, terms and conditions as the original Agreement, if circumstances permit.

Signatures


Eric Tabor, Chief Deputy
Iowa Department of Justice

Date

9/2/20

 Ph.D., ABPP
Dr. Tracy Thomas
Contractor

Date

8/25/2020

William A. Schmitt, Ph.D., LLC
Licensed Clinical Psychologist

PO Box 930376
Verona, WI 53593
(608) 698-2713
wschmitt55@gmail.com

INVOICE
Preliminary Evaluation for Iowa §229A

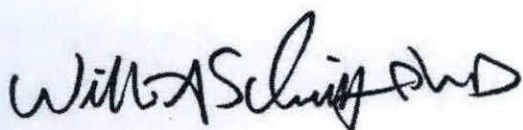
Re: **Robert Hightower**
DOB: July 27, 1992

Evaluator: William A. Schmitt, PhD
Date: October 16, 2020

- Initial Evaluation/Preliminary Report was completed and submitted October 11, 2020.
- Phone consultation with the PRC was completed October 16, 2020.

Contracted fee for services rendered: \$3200.

Thank you for this interesting referral.



William A. Schmitt, Ph.D.
Licensed Psychologist

Approved Shelley DeFoor
Date 10/16/20 Amt \$3200.00
Agency SVP expenses
Class Obj Org

Jeffrey Davis, Ph.D.

Licensed Psychologist • Iowa License #083838 • California License #PSY19044
P.O. Box 6243 • Los Osos, CA 93412 • 805-748-5081
jeffreydavisphd@gmail.com

October 26, 2020

Olivia McAtee, Investigator II
Iowa Attorney General's Office
1305 E. Walnut
Des Moines, IA 50319

Respondent: Weyer, Blake Anthony
DCI No.: 6263718A

Dear Ms. Harms,

Below is the invoice for the preliminary evaluation of Mr. Blake A. Weyer, pursuant to Iowa Code § 229A. Please remit to the address shown above.

| Activity | Report Date | Total |
|----------------------------------|-------------|---------|
| Record Review/Report Preparation | 10-14-20 | \$3,200 |

Please do not hesitate to contact me if you have questions.

Respectfully,

Jeffrey Davis Ph.D.

Jeffrey Davis, Ph.D.

Approved Shelley DeForest
Date 10/29/20 Amt \$3200.00
Agency SI Expenses
Class _____ Obj _____ Org _____