

**Follow-up Review
of
Limited Review of the Court
Appointed Attorney Program**

**Report by the
Office of County Comptroller**

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**Report No. 296
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December 12, 2000

Mel Martinez, County Chairman
And
Board of County Commissioners

We have conducted a follow-up audit of the Court Appointed Attorney Program. Our original review included the period of October 1, 1996 to September 30, 1997. Testing of the status of the previous Recommendations for Improvement was performed for the period January 1, 2000 through April 30, 2000. Our audit included such tests as we considered necessary in the circumstances.

The accompanying Follow-Up to Previous Recommendations for Improvement presents a summary of the previous conditions and the previous recommendations. Following the recommendations is a summary of the current status as determined in this review.

We appreciate the cooperation of the personnel of the Court Administration Department during the course of the audit.

Martha O. Haynie, CPA
County Comptroller

c: Ted P. Coleman, Chief Judge, Ninth Judicial Circuit of Florida
Ajit Lalchandani, County Administrator
Matthew Benefiel, Court Administrator

**IMPLEMENTATION STATUS OF
PREVIOUS RECOMMENDATIONS
FOR IMPROVEMENT**

**FOLLOW-UP OF LIMITED REVIEW OF THE COURT APPOINTED ATTORNEY PROGRAM
STATUS OF PREVIOUS RECOMMENDATIONS FOR IMPROVEMENT**

NO.	PREVIOUS RECOMMENDATION	IMPLEMENTATION STATUS			
		IMPLEMENTED	PARTIALLY IMPLEMENTED	NOT IMPLEMENTED	NOT APPLICABLE
1.	We recommend the Court Administrator review the traffic court attorney contract with appropriate counsel to determine if repayment is warranted for payments not made in accordance with the intent of the contract.	X			
2.	We recommend the Court Administrator ensure that payment requests are paid for only criminal cases in traffic court and coordinate efforts with its computer service provider to develop a case number prefix differentiating civil and criminal cases.	X			
3.	We recommend the Court Administrator coordinate efforts with the County Legal Department to ensure that future attorney agreements adequately define key contractual terms.	X			

INTRODUCTION

Scope and Methodology

The audit scope consisted of a follow-up review of the previous Limited Review of the Court Appointed Attorney Program. The follow-up review was limited to an examination of payments to contract attorneys who represented indigent individuals in criminal traffic court proceedings so that we could determine the status of the previous audit recommendations. Testing of the status of recommendations was performed during the period January 1, 2000 through April 30, 2000.

To determine if the Court Administrator reviewed the traffic court attorney contract with appropriate counsel to determine if repayment is warranted, we questioned the Court Administrator and County Attorney's office as to the resolution of the matter.

To determine if the Court Administrator submitted payment requests for criminal traffic cases only, we tested a sample of payment requests that have been paid by the Orange County Comptroller to ensure that the payment was for a criminal traffic case.

To determine if Court Administrator has coordinated efforts with its computer service provider to develop a case number prefix to differentiate between civil and criminal cases, we interviewed personnel of the Court Administrator's office and reviewed selected case files for a new naming standard.

To determine if the current attorney agreements adequately define key contractual terms, we reviewed the contract of the current court appointed attorney handling criminal traffic cases to ensure that key contractual terms and definitions are included.

Unless specifically noted, no additional audit procedures were performed other than following up on the previous Recommendations for Improvement. Had we performed additional procedures in addition to those relating to the follow-up, other matters could have been included in this report.

**FOLLOW-UP TO PREVIOUS
RECOMMENDATIONS FOR
IMPROVEMENT**

1. The Court Administrator Should Review the Traffic Court Contract With Appropriate Counsel to Determine if Repayment Is Warranted for Payments Not Made in Accordance With the Intent of the Contract

In August 1997, we were notified by County officials of potential billing discrepancies involving a contract attorney with the Orange County Traffic Court Division. On December 11, 1997, we notified the County that we noted 97 payments totaling \$21,220 that were made to the attorney for traffic court cases involving civil rather than criminal traffic violations.

We Recommend the Court Administrator review the traffic court attorney contract with appropriate counsel to determine if repayment is warranted for payments not made in accordance with the intent of the contract.

Status:

Implemented. The Court Administrator forwarded it to the County Attorney's Office for an opinion regarding pursuing the potential repayment of monies.

2. The Court Administrator Should Ensure That Payment Requests Are Paid for Only Criminal Cases in Traffic Court

Traffic court cases are identified with the prefix "TO". Consequently, there is no means to readily identify a case as involving either a criminal offense or civil infraction. The attorney assigned to the traffic division represented defendants charged with criminal offenses and civil infractions. However, based on the Court Administrator's interpretation of the contract, compensation is only due for the defense of criminal offenses and not civil infractions.

We Recommend the Court Administrator ensure that payment requests are paid for only criminal cases in traffic

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court and coordinate efforts with its computer service provider to develop a case number prefix differentiating civil and criminal cases.

Status:

Implemented. During testing we noted that all 13 payment requests were for criminal cases. In addition, the Florida Supreme Court issued an Administrative Order on July 6, 1998 that mandates the trial courts implement a Uniform Case Numbering System by January 1, 2003. We were informed that progress toward developing such a system is in place.

3. The Court Administrator Should Coordinate Efforts With the County Legal Department to Ensure That Future Agreements Adequately Define Key Contractual Terms

The contracts used to bind lawyers participating in the program contain similar wording regardless of the type of case---juvenile, criminal or traffic. Also, there is not a definition section to clarify key terms such as "case" in the contracts. The Traffic Court contract should be clarified to ensure the definition of a "case" is clear and unambiguous.

We Recommend the Court Administrator coordinate efforts with the County Legal Department to ensure that future attorney agreements adequately define key contractual terms.

Status:

Implemented. Orange County contracted with an attorney to represent indigent adults in cases involving criminal traffic charges. The contract period was October 1, 1999 through September 30, 2000. The contract states that "Orange County shall pay to ATTORNEY the sum of two hundred and fifty three dollars (\$253.00) per case assigned to ATTORNEY". The contract further states, "...the term 'case'

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shall encompass one case by case number. In addition, should ATTORNEY be assigned to more than one case for the same defendant in which the counts in such case arise out of the same transaction/incident, ATTORNEY shall only be compensated by the COUNTY for a maximum of two traffic cases per defendant. Furthermore, ATTORNEY shall not be compensated by the COUNTY for civil traffic infraction cases, nor shall such invoices be presented to the COUNTY for payment.”