

**NON-STANDARD CONTRACT PAYMENTS RELATED TO DUE PROCESS  
SERVICES PROVIDED TO INDIGENT DEFENDANT  
(OTHER THAN ATTORNEY FEES)  
(HEREINAFTER DUE PROCESS CONTRACT)**

This Due Process Contract entered into by and between the Justice Administrative Commission, a Commission of the State of Florida (JAC), and

\_\_\_\_\_, (Vendor) for payments of due process services provided the indigent defendant identified herein. For compensation and tax reporting purposes, payments pursuant to this Due Process Contract shall be made payable only to the holder of the tax identification number designated at the end of this Due Process Contract. JAC strongly encourages Vendor to utilize a Federal Employer Identification Number rather than a Social Security Number. If Vendor elects to use a Social Security Number, Vendor assumes the risks associated with such use including but not limited to interception, misuse, and identity theft. Any breach of a provision of this Due Process Contract by Vendor shall also constitute a breach of this Due Process Contract.

For purposes of this Due Process Contract, the term "Attorney" refers to a private court-appointed attorney, an attorney whose client has been declared indigent for costs pursuant to s. 27.52(5), F.S., or a *pro se* defendant who has been found indigent for costs pursuant to s. 27.52(5), F.S., who obtained due process services pursuant to ss. 27.425 and 29.007, F.S.

In consideration of the mutual covenants and provisions contained herein, the parties agree as follows:

This Due Process Contract supersedes and terminates all prior Agreements and Contracts for due process services provided to the indigent defendant in the case(s) identified herein.

**I. TERM**

The term of this Due Process Contract shall be for a period beginning on the date of execution by JAC and shall terminate at the earliest date of discharge of the Attorney retaining Vendor's services, the date the case reaches final disposition, the date Vendor completes all services related to the case or the date the Attorney's Client is no longer indigent. If it becomes necessary to replace this Due Process Contract with another Due Process Contract, then the new Due Process Contract shall supersede and terminate this Due Process Contract.

This Due Process Contract applies only to the following case(s) pertaining to the one client identified below:

Case Style: \_\_\_\_\_  
(Please use only initials and date of birth if case is confidential.)

Case Number(s) and Type of Case(s): \_\_\_\_\_

County: \_\_\_\_\_  
For the following client: \_\_\_\_\_ (Client) and  
attorney \_\_\_\_\_ (Attorney).

## II. SERVICES

1. Vendor contracts with JAC for the sole purpose of establishing a process whereby JAC pays directly for services procured by an attorney working under a JAC Contract or where a court has entered an order on behalf of a pro se person. Any indigent person is deemed to be the client of the Attorney. The contractual relationship for services under this Due Process Contract is between Vendor and Attorney. Vendor acknowledges and agrees that due process costs are the sole responsibility of Attorney. JAC is not privy to any agreement or contract between Attorney and Vendor. Vendor and Attorney shall attempt to resolve any dispute between Attorney and Vendor without JAC intervention.
2. JAC, as a courtesy to Attorney and Vendor, and at the discretion of JAC, may make payment directly to any due process provider who has executed a contract with JAC. Payment by JAC directly or by reimbursement to Attorney for due process services shall only be made if the billing procedures and rates sought are in compliance with Florida Statutes, applicable court orders, Administrative Orders, this Due Process Contract and JAC Policies and Procedures.
3. If Vendor fails to comply with the requirements of this Due Process Contract and JAC Policies and Procedures, JAC may terminate this Due Process Contract. If JAC terminates this Due Process Contract, then Vendor will no longer be allowed to obtain payment from JAC directly for due process services.
4. If Attorney engages a due process vendor at rates in excess of the Established Rates (as defined herein), or in excess of higher rates specifically authorized by written court order, Attorney shall be subject to absorbing the difference between the applicable Established Rates or rates authorized by court order, and the rates billed by Vendor. Under such circumstances, Attorney must pay Vendor directly, and Vendor may not seek or accept payment under this Due Process Contract. JAC is entitled to notice and an opportunity to be heard prior to any court authorizing rates higher than the Established Rates.
5. Absent an order expressly authorizing rates in excess of the Established Rates, JAC will only pay or reimburse for due process services at the Established Rates. If Attorney procures services at a higher rate, Attorney is solely responsible for paying the difference.
6. Vendor agrees that Attorney or Vendor will supply JAC with all necessary documentation required under this Due Process Contract and JAC Policies and

Procedures for JAC to process for payment any direct billings from due process providers. Vendor agrees to respond to any Billing Audit Deficiency related to a due process provider billing within thirty (30) days of receipt of the Billing Audit Deficiency. The failure to provide necessary documentation required for payment of due process providers may result in JAC withdrawing the privilege of JAC making direct payment to due process providers. If Attorney or Vendor fails to respond to a Billing Audit Deficiency or fails to provide necessary documentation within a reasonable period of time, then JAC may take appropriate action including, but not limited to, rejecting the bill for payment, issuing a letter of objection to payment, or paying the amount established by law or applicable court order.

7. Vendor acknowledges and agrees that due process costs are the sole responsibility of Attorney. JAC is not privy to any agreement or contract between Attorney and Vendor and in no way accepts responsibility or liability for quality of service, terms and conditions, or any other aspects of any agreement or contract between Attorney and Vendor.
8. JAC will not pay for any transcript that is not authorized by court order. The court order must be attached to the bill for said transcripts. Attorney must provide the court reporter with a copy of the order of appointment and the order authorizing the transcript. Upon receipt of a completed invoice from a court reporter, Attorney shall promptly review, sign, and forward the invoice to JAC for any bill in which JAC will directly pay the court reporter. Absent exigent circumstances, Attorney shall not seek approval for transcription of a deposition or hearing before the deposition or hearing has occurred. In determining the number of pages to be billed, JAC will pay for a title page; index, appearance and/or contents page(s); the transcription of the testimony of the proceeding or deposition; one errata sheet for a deponent or witness; and necessary court reporter certification page(s) at the conclusion of the transcript. JAC will not pay for any pages containing word indexes, summaries, or similar information unless specifically required by court rule. All transcripts must comply with the minimum formatting requirements set forth in Florida Rule of Judicial Administration 2.535(f).
9. JAC may pay for the cost of preparing a transcript of a deposition only if Attorney secures an order from the court finding that preparation of the transcript is necessary, in which case JAC may pay for one (1) original and one (1) copy only. The order should reflect the name of each witness and date of the deposition to be transcribed.
10. JAC may pay for the cost of one (1) original transcript of any deposition, hearing, or other proceeding. Any other payment for a transcript of that same deposition, hearing, or other proceeding, regardless of whether the transcript is an additional original transcript or a copy, shall be at the rate paid for a copy of a transcript. This subparagraph applies regardless of which state agency or other person or entity pays for the first original transcript.

11. Any private investigator providing services in Florida must be licensed pursuant to Florida law. JAC is not authorized to pay for any private investigator services provided in Florida by a person not properly licensed pursuant to Florida law.

12. The role of a private investigator is limited to providing investigative services such as locating and interviewing witnesses; locating and securing documents and other evidence relevant to the case; performing background checks; and researching any other factual issues relevant to the case such as credibility and character of witnesses. Where private service of process is authorized, an investigator can also serve subpoenas on ordinary non-law enforcement witnesses; however, the investigator can only bill the flat rates applicable for private service of process regardless of the amount of time spent serving the subpoena. An investigator is not a substitute for a paralegal or secretary and cannot be used to perform administrative tasks including, but not limited to, retrieving discovery from the state attorney; copying documents from a court file; delivering materials to the defendant; or any other tasks of a paralegal or secretarial nature. If multiple investigators are employed on a case, only one investigator should be assigned or compensated for any particular task. Also, JAC shall only compensate a single investigator for attendance at meetings with Attorney or other members of the defense team regardless of the number of investigators that attend the meeting. JAC will not pay for any time related to training investigators or investigator interns. An investigator shall bill for investigative services only when (1) more than \$500 in unpaid services has accrued for a case or (2) the investigator has concluded services in that case. If an investigator accepts cases for a circuit outside the location of the investigator's office, the investigator cannot seek reimbursement for travel time, mileage, lodging or other travel expenses to travel to the circuit of the case absent specific authorization from the Court. An investigator waives the right to seek travel time, mileage or other travel expenses to travel to the circuit of a case absent a showing that there were no local investigators available to accept appointment to the case.

13. Service of process upon witnesses should be through the sheriff unless the sheriff is unable or unavailable to provide service of process. Under s. 57.081, F.S., the sheriff is available to provide service of process without prepayment in cases involving indigent persons. The sheriff must be used to serve in-county law enforcement absent exceptional circumstances. In order to use a private process server to serve in-county law enforcement officers, Attorney must file with service upon JAC a motion setting forth the exceptional circumstances requiring use of a private process server.

14. Pursuant to s. 28.345, F.S., private court-appointed counsel is exempt from all court-related fees and charges assessed by the clerks of the circuit courts. As delineated in s. 57.081, F.S., an indigent person shall receive the services of the courts, sheriffs, and clerks, with respect to pending proceedings, despite his or her present inability to pay for these services including filing fees; service of process; certified copies of orders or final judgments; a single photocopy of any court pleading, record, or instrument filed with the clerk; examining fees; mediation services and fees;

subpoena fees and services; service charges for collecting and disbursing funds; and any other cost or service arising out of pending litigation. Attorney is responsible for ensuring compliance with the terms of ss. 28.345 and 57.081, F.S., including but not limited to (1) providing necessary documentation to the clerk of court or sheriff and (2) filing appropriate motions with the trial court to obtain such services pursuant to the exemption or without prepayment. JAC shall not reimburse Vendor for charges paid to the court, the sheriff or the clerk or court, in relation to services for which Attorney was statutorily exempt pursuant to s. 28.345, F.S., or the indigent client was entitled to receive without prepayment pursuant to s. 57.081, F.S.

15. For interpreting services, JAC is responsible for services provided outside the court such as depositions and witness interviews. JAC is not responsible for payment of interpreting services provided in court or at other judicial proceedings such as grand jury proceedings and proceedings before a general magistrate.

16. Attorney is not permitted to obtain due process services for his or her court-appointed or indigent for costs clients from a due process provider or other business entity of which Attorney or Attorney's spouse or child is an officer, partner, director, or proprietor or in which Attorney or Attorney's spouse or child, or any combination of them, has a material interest in any form whatsoever. Vendor shall not provide due process services to an attorney with whom Vendor shares any form of financial interest including but not limited to joint ownership of property. Attorney is not permitted to solicit or accept anything of value to Attorney, including a gift, loan, reward, promise of future employment, favor, or service, from a due process provider or other business entity that provides due process services to Attorney's court-appointed or indigent for costs clients. Vendor shall not provide anything of value including but not limited to services, gifts, loans, or rewards to an attorney beyond the scope of the services performed under this contract as consideration for Vendor being retained by the attorney. Vendor specifically waives the right to any compensation for due process services in any form whatsoever where Attorney obtains services in violation of this subparagraph.

17. Vendor agrees not to pay, offer or give anything of value to Attorney, including a gift, loan, reward, promise of future employment, favor, or service, as consideration or other remuneration for providing services in court-appointed or indigent for costs cases. Vendor specifically waives the right to any compensation for due process services in any form whatsoever where Vendor has acted in violation of this subparagraph.

18. JAC provides a secure website, *My JAC*, through which Vendor and any authorized representative(s) may track billings, submit billings, and execute contracts with JAC. Vendor is responsible for registering an account on the secure website. Vendor will only allow persons authorized by Vendor to have access to the Vendor's account on the secure website. Vendor is liable for the actions of any authorized persons as if Vendor had performed the action personally including but not limited to submitting or signing documents on behalf of Vendor. Vendor has the sole

responsibility for taking action necessary to maintain security of Vendor's account on the secure website including but not limited to changing passwords for that account if an authorized person leaves Vendor's employ.

19. Vendor shall submit any billing for payment of due process costs through the Online Billing Submission system located on *My JAC* (JAC's secure website). Vendor shall use a unique invoice number for each billing submitted to JAC.

### III. COMPENSATION

1. Vendor shall be paid in accordance with the compensation rates established by law unless there is a court order specifically directing otherwise. Vendor affirmatively waives the right to seek compensation through JAC in excess of the Established Rates absent a specific court order authorizing a higher rate. In the absence of a court order authorizing a higher rate, if Vendor bills in excess of the Established Rates, Vendor authorizes JAC to correct the billing to comport with the Established Rates and will hold JAC harmless for any correction to adjust the billing to comport with the Established Rates.

2. Pursuant to ss. 27.425 and 27.5305, F.S., the rates for due process services are established annually in the General Appropriations Act. To the extent that there are no rates adopted by the General Appropriations Act for a type of service in a particular judicial circuit, JAC may adopt maximum rates which will be posted on the JAC website. For purposes of this Due Process Contract, the phrase "Established Rates" is defined as the rates established annually in the General Appropriations Act and the rates established by JAC where there are no rates established by the General Appropriations Act. The Established Rates are subject to change and may be amended from time to time during the course of this Due Process Contract. It is Vendor's responsibility to remain informed of changes and amendments to the Established Rates. The Established Rates shall be posted on JAC's website at [https://www.justiceadmin.org/court\\_app\\_counsel/formsandrates.aspx#rates](https://www.justiceadmin.org/court_app_counsel/formsandrates.aspx#rates).

3. Any order authorizing the expenditure of due process costs must list the service to be provided, the compensation rate for the due process providers where the rate sought exceeds the Established Rates and a maximum amount authorized. Any order not containing this information is not sufficient for payment purposes.

4. Any court order authorizing compensation rates in excess of the Established Rates must also find that Attorney made diligent efforts to obtain the due process services at the Established Rates.

5. JAC shall have standing to contest the authorization for any due process costs and the amount of said due process costs. Attorney shall have the burden to establish that the due process costs are reasonable and necessary to the defense of the case. In the event JAC was not given notice or an opportunity to be heard prior to the

approval of said due process costs, JAC is entitled to have any order authorizing due process costs vacated.

6. Prior to providing any services, Vendor is responsible for verifying that the services are performed pursuant to a court order that meets the requirements of this Due Process Contract.

7. Overpayments by JAC of vendor fees, costs, or expenses are subject to full recovery by JAC. The method of recovery is at the discretion of JAC and may include, but not be limited to, offsets against future payments, direct reimbursement of overpayment to JAC by Vendor, or any other remedies available to a creditor by law.

8. The State of Florida and JAC's performance and obligation to pay under this Due Process Contract are contingent upon an annual appropriation by the Legislature. Further, JAC's performance under this Due Process Contract is also contingent upon compliance by Vendor and Attorney with JAC's Policies and Procedures (JAC Policies and Procedures).

9. Vendor shall hold JAC harmless from any and all liability which might arise from any dispute or litigation as a result of a payment by JAC or disputes with Attorney.

10. Vendor acknowledges that for purposes of calculating interest penalties, an invoice is not considered payable until it is properly billed to JAC. Attorney is responsible for reimbursement to JAC for any costs such as an interest charge, loss of prompt payment discount, or other costs or expenses to JAC due to delay in payment of a due process invoice attributable to Attorney's error. Attorney and Vendor shall attempt to resolve any dispute between them without JAC intervention.

11. JAC shall only pay for actual services provided by due process providers that are reasonably necessary for the defense of the case. JAC has no responsibility for and will not pay for any cancellation fees or loss of business charges.

12. For Vendors with a place of business outside the State of Florida, JAC shall not pay any travel expenses including compensation for travel time unless there is a court order specifically finding there are no such due process providers with appropriate skills or expertise available within the State of Florida.

13. JAC shall not prepay or provide a retainer to Vendor. If Vendor requires prepayment or a retainer, Attorney must pay the amount and seek reimbursement only after Vendor has completed the services for which the prepayment or retainer was paid. Attorney shall only be reimbursed the amount necessary to compensate Vendor at the appropriate hourly rate irrespective of the amount of the retainer.

#### IV. OCCUPATIONAL AND PROFESSIONAL LICENSES

It shall be the sole responsibility of Vendor to comply with all applicable federal, state, county, and municipal statutes, ordinances, rules, and regulations in the performance of Vendor's obligations under agreement or contract with Attorney. Vendor certifies that Vendor has any occupational and professional licenses necessary to provide the services for which Vendor seeks compensation pursuant to this Due Process Contract.

#### **V. INDEPENDENT CONTRACTOR**

This Due Process Contract is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or association between JAC and Vendor. Vendor is, and shall at all times be, deemed an independent contractor and shall be wholly responsible for the manner in which Vendor performs the services for Attorney. Vendor exclusively assumes responsibility for the acts of Vendor's employees, agents, subcontractors, and all others acting at the direction of or on behalf of Vendor, as they relate to the services to be provided to the Attorney or billing activities under this Due Process Contract. Vendor and Vendor's agents and employees shall not be entitled to any rights or privileges of employees of the State of Florida including, but not limited to, compensation insurance, malpractice insurance, and unemployment insurance as a result of this Due Process Contract.

#### **VI. NO ASSIGNMENT**

Vendor shall not delegate or assign this Due Process Contract or compensation owed to Vendor under this Due Process Contract.

#### **VII. BILLING REQUIREMENTS FOR DUE PROCESS COSTS OTHER THAN ATTORNEY'S FEES**

1. Attorney or Vendor shall submit to JAC all bills for due process costs within ninety (90) days after final disposition of the case. The filing of an appeal does not stay the time for submitting a bill relating to representation at the lower court level even if Attorney represents the Client on appeal. For any bill submitted to JAC more than ninety (90) days after final disposition, in accordance with s. 27.5304, F.S., the allowable due process costs shall be reduced by fifteen (15) percent. The reduction is a contractual penalty for failing to submit a bill in a timely fashion as required by s. 27.5304, F.S. A bill shall not be deemed submitted to JAC until all of the documents required under JAC Policies and Procedures have been received by JAC. For cases that reached final disposition prior to May 24, 2007, May 24, 2007 shall be deemed to be the date of final disposition for purposes of this sub-paragraph.

2. For cases for which disposition occurs on or after July 1, 2010 and where any bill is submitted to JAC more than one (1) year after final disposition, in accordance with s. 27.5304, F.S., the allowable due process costs shall be reduced by fifty (50) percent. The reduction is a contractual penalty for failing to submit a bill in a timely

fashion as required by s. 27.5304, F.S. A bill shall not be deemed submitted to JAC until all of the documents required under JAC Policies and Procedures have been received by JAC.

3. For cases for which disposition occurs on or after July 1, 2010 and where any bill is submitted to JAC more than two (2) years after final disposition, in accordance with s. 27.5304, F.S., the allowable due process costs shall be reduced by seventy-five (75) percent. The reduction is a contractual penalty for failing to submit a bill in a timely fashion as required by s. 27.5304, F.S. A bill shall not be deemed submitted to JAC until all of the documents required under JAC Policies and Procedures have been received by JAC.

4. For purposes of this Due Process Contract, the term "disposition" means:

- a. At the trial court level, that the court has entered a final appealable judgment, unless rendition of judgment is stayed by the filing of a timely motion for rehearing. The filing of a notice of appeal does not stay the time for submission of an intended billing; and
- b. At the appellate court level, that the court has issued its mandate.

5. Vendor shall comply with all the requirements of this Due Process Contract, Florida Statutes, local Administrative Orders, JAC Policies and Procedures, and applicable court orders, and shall submit requests for compensation on applicable JAC forms to obtain compensation for services rendered pursuant to this Due Process Contract. The JAC Policies and Procedures are incorporated into this Due Process Contract by reference and can be found at JAC's website at <https://www.justiceadmin.org/FAQ/index.aspx?faqview=0#PP>. JAC Policies and Procedures may be amended from time to time during the course of this Due Process Contract. It is the Vendor's sole responsibility to remain informed of changes and updates to JAC Policies and Procedures.

6. Invoices presented by Vendor shall be certified by Attorney assigned to the case. Vendor shall bill for all cases under one tax identification number. Vendor shall execute a new contract if Vendor changes tax identification number or moves to a new firm. Any sharing of compensation with prior firms or future firms is the responsibility of Vendor.

7. Vendor's invoices for fees, costs, or expenses shall be supported by documentation that includes, but is not limited to, the Order of Appointment if court-appointed counsel, or an Order of Determination of Indigent Status where the Client has been found indigent for costs.

8. All due process costs must be authorized by court order, unless the express terms of the Florida Statutes, the General Appropriations Act or JAC Policies and Procedures specifically state prior court approval is not required. A copy of this order shall be attached to Vendor's invoice for payment.
9. In the event Vendor is seeking compensation rates in excess of the Established Rates, due process costs must always be authorized by a court order.
10. Vendor shall only bill in hours and tenths of hours and services shall be listed in chronological order beginning with the date of procuring the services. Vendor shall not bill for services in a single entry across multiple dates.
11. Vendor shall provide detailed invoicing for each service or activity listed on the invoice, including but not limited to, the date of service, the increment of time associated with the service or activity, the identification of documents and materials, the number of pages, and the names of deponents and witnesses interviewed, as applicable.
12. Vendor shall neither seek nor accept payment for a billing before JAC has completed review of a properly presented invoice. The JAC billing audit deficiency form is an instrument used to convey that a billing is deficient and does not serve as JAC's letter of objection or no objection to billing submitted by the Vendor.
13. Vendor agrees to not object or otherwise contest any request by JAC to appear telephonically at any hearing or other judicial proceeding related to due process costs or other reimbursable expenses.
14. Vendor shall be familiar with the statutory and contractual requirements for submission of billings to JAC. It is Vendor's and Attorney's responsibility to verify that all necessary documentation required for payment of a billing is submitted to JAC prior to or with the initial submission of a billing. Vendor is also responsible for submitting the billing in an amount consistent with contractual and statutory requirements. Repeated failures to submit billings that comport with statutory and contractual requirements constitute good cause for JAC to terminate this Due Process Contract.
15. Any response to a billing audit deficiency shall be sent to the email address designated for responses to audit deficiencies. Vendor shall not send more than one electronic copy of any document to JAC. Prior to resubmitting any document, Vendor shall verify that JAC has not received the document. Absent exigent circumstances, Vendor shall not provide any document to JAC via facsimile without prior consent.
16. Any letter of objection or no objection, or audit deficiency notice shall expire one year from the date of issuance. If Attorney or due process provider fails to act on the letter or notice within one year of issuance, the billing shall be deemed abandoned without further notice.

## VIII. RECORD RETENTION/AUDIT/PUBLIC RECORDS

1. Vendor shall keep detailed records to enable JAC to verify all costs, expenses, and vendor's time expended providing services. The records shall include supporting documentation necessary to adequately evaluate and substantiate payments made under this Due Process Contract. Vendor agrees to retain and make available for inspection and audit at Vendor's place of business, upon reasonable notice, all books, statements, ledgers and other financial records relating to services under this Due Process Contract for a period of five (5) years from the date of each payment, or until all Federal or State audits that may relate to each payment are complete for the applicable fiscal year, whichever is later, unless ordered sealed by the Court.
2. To the extent that Vendor's records constitute public records under Florida law, Vendor must comply with the requirements of Ch. 119, F.S., and other provisions of Florida law relating to public records. Vendor is solely liable for any fee or costs assessed against Vendor if Vendor fails to comply with a request for public records pursuant to Florida law. Vendor should consult with Attorney prior to disclosure of records to ascertain whether the records may be protected by the attorney-client privilege, work product privilege, or the principles set forth in Kight v. Dugger, 574 So. 2d 1066 (Fla. 1990), which concluded that files held in furtherance of representation of an indigent client are not public records.

## IX. TERMINATION

1. JAC shall have the right to terminate this Due Process Contract immediately if, in its sole opinion, Vendor or Vendor's agents or employees fail to comply with the terms of this Due Process Contract. Such failure shall constitute a material breach of this Due Process Contract by Vendor. In the event of breach of duty in a case by Attorney, Attorney shall not be entitled to payment of Vendor fees, costs, and expenses for work performed except by court order.
2. Upon thirty (30) days written notice, JAC or Vendor may without cause terminate this Due Process Contract.
3. Vendor is not eligible for direct payment by JAC in the event of termination of this Due Process Contract, unless JAC executes a new Due Process Contract with Vendor. If Vendor is retained in a case after termination of this Due Process Contract, Vendor shall not seek payment for fees, costs, or related expenses directly from JAC and shall not motion the Court for the payment of same by JAC.
4. Notice of termination of this Due Process Contract must be in writing and sent via email to the email address(es) designated pursuant to this contract.
5. If a chief judge or other applicable local authority suspends Vendor, JAC shall suspend this Due Process Contract. Vendor is not eligible for direct payment of fees, costs, and expenses by JAC during the period of suspension.

## X. NO WAIVER/GOVERNING LAW

1. No waiver by either party of any existing default by the other party shall be deemed to waive any subsequent default. All rights hereunder are cumulative, not alternative, and are in addition to any other rights given by law. The validity, construction, and interpretation of this Due Process Contract shall be governed by the laws of the State of Florida and the Florida Constitution.
2. Any action arising over any dispute over performance or other terms of this Due Process Contract may only be maintained in the Florida state courts. Venue for all equitable or legal actions arising from or related to this Due Process Contract wherein JAC or the State of Florida is a named party shall be in the appropriate state court in Leon County, Florida. The parties waive any right to jury trial.
3. For purpose of the applicable statute of limitation under general law, any cause of action for compensation in relation to attorney's fees, due process costs, or related expenses for a court-appointed case accrues on the date the case reached final disposition notwithstanding any appeals. For purposes of this paragraph final disposition means:
  - a. At the trial court level, that the court has entered a final appealable judgment, unless rendition of judgment is stayed by the filing of a timely motion for rehearing. The filing of a notice of appeal does not stay the time for submission of an intended billing; and
  - b. At the appellate court level, that the court has issued its mandate.
4. Vendor waives the right to seek compensation in relation to due process costs once the statute of limitation has expired.

## XI. SEVERABILITY

The terms and conditions of this Due Process Contract shall be deemed to be severable. If any clause, term, or condition herein shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions. Notwithstanding any such determination, this Due Process Contract shall continue in full force and effect unless a particular clause, term, or condition held to be illegal or void renders the balance of the Due Process Contract impossible to perform.

## XII. AMENDMENT OF DUE PROCESS CONTRACT

This Due Process Contract expresses the understandings of the parties concerning all matters covered. No changes or additions to this Due Process Contract or the terms of this Due Process Contract, whether by written or verbal understanding of the

parties, their officers, agents, or employees, shall be valid unless in the form of a written amendment executed by the parties.

### XIII. MISCELLANEOUS PROVISIONS

1. Vendor shall affix Attorney's name, bar number, and case number on all case related communications addressed to JAC.
2. Vendor shall keep JAC informed at all times of Vendor's current name, address, telephone and facsimile numbers, email address, and tax identification number. Notification of changes shall be provided in writing to JAC.
3. Vendor shall maintain sufficient internet capability, including an email account, to communicate with JAC under this Due Process Contract. Vendor agrees to accept communications including billing audit deficiency forms and Letter of Objections or No Objection via email.
4. Vendor shall participate in a direct-deposit program under which Vendor authorizes the transfer of funds electronically to an account in Vendor's name at a federal-chartered or state-chartered financial institution. If Vendor seeks an exemption from this provision, Vendor must submit in writing a request for exemption specifically delineating why Vendor cannot comply with this provision. JAC may exempt Vendor from compliance with this provision only if JAC determines that participation in a direct-deposit program creates a financial hardship for Vendor.
5. To obtain reimbursement for travel expenses for Vendor, due process providers, or witnesses, Attorney and Vendor must follow the requirements set forth in s. 112.061, F.S.; the Department of Financial Services (DFS) Regulations; and JAC Policies and Procedures. JAC's specific travel procedures are posted on the JAC's website and Vendor shall abide by these procedures. Vendor may bill only for authorized travel expenses. Attorney must obtain a court order identifying the approved traveler and the purpose of the travel. Any time spent making travel arrangements and preparing travel vouchers is considered clerical work and is therefore not billable. Attorney and Vendor must submit a completed DFS approved travel voucher with any request for reimbursement for travel expenses including but not limited to any request for reimbursement for mileage. When authorized, mileage will only be reimbursed for distances exceeding fifty (50) miles one way. Reimbursement for mileage is limited to actual mileage traveled using a personal vehicle. JAC reimburses for the actual mileage incurred during a trip. When Vendor travels on multiple cases, the total amount of mileage billed across those cases cannot exceed the actual distance traveled. Vendor cannot seek reimbursement for the same mileage traveled in more than one case. Mileage must be apportioned appropriately so that Vendor receives compensation for the actual mileage traveled using a personal vehicle. Failure to submit a properly completed travel voucher constitutes a waiver of any right to obtain travel expenses.

6. In dealing with JAC and its staff, Vendor and Vendor's staff or representatives shall act in a professional and respectful manner. Behaviors that contribute to a hostile, humiliating or intimidating work environment, including sexual harassment, bullying, and abusive language or behavior, are unacceptable.

#### XIV. ENTIRE DUE PROCESS CONTRACT

This Due Process Contract supersedes all prior negotiations, correspondence, conversations, agreements, contracts, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, contracts, or understandings concerning the subject matter of this Due Process Contract that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Due Process Contract shall be predicated upon any prior representations, agreements or contracts, whether oral or written.

XV. THIS DUE PROCESS CONTRACT CONSTITUTES A UNIFORM STATEWIDE CONTRACT PROMULGATED BY JAC PURSUANT TO S. 27.40, F.S. THIS DUE PROCESS CONTRACT MAY NOT BE ALTERED, MODIFIED OR AMENDED EXCEPT THROUGH A SEPARATE CONTRACT EXECUTED BY VENDOR AND AN AUTHORIZED REPRESENTATIVE OF JAC. IF ANY TERM OF THIS DUE PROCESS CONTRACT IS ALTERED, MODIFIED, AMENDED OR OTHERWISE CHANGED TO DEVIATE FROM THE TERMS OF THE UNIFORM STATEWIDE CONTRACT PROMULGATED BY JAC, THEN THIS DUE PROCESS CONTRACT IS VOID AB INITIO IN ITS ENTIRETY NOTWITHSTANDING ANY EXECUTION BY AN AUTHORIZED REPRESENTATIVE OF JAC. ALTERATIONS, MODIFICATIONS, OR AMENDMENTS INCLUDE ANY HANDWRITTEN OR TYPOGRAPHICAL CHANGE OR DEVIATION OF ANY OF THE TERMS OF THE UNIFORM STATEWIDE CONTRACT. PERFORMANCE BY JAC UNDER THIS DUE PROCESS CONTRACT SHALL UNDER NO CIRCUMSTANCES WAIVE THIS PROVISION.

**Vendor has registered for Electronic Funds Transfer/Direct Deposit through the Department of Financial Services, or has requested an exemption from JAC.**

**Please check the box if ANY contact information below has changed.**

**Professional License Number(s):**

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**Vendor hereby certifies that a Substitute Form W-9 has been submitted to the Florida Department of Financial Services.** All vendors obtaining payment from JAC are required to submit their Substitute Form W-9 on DFS' Vendor Website at <https://flvendor.myfloridacfo.com>.

**Vendor:** \_\_\_\_\_

**Signature – Please execute with the name of the individual authorized to sign on behalf of the company/vendor. Not the company name.**

Type Name of Individual signing on behalf of Vendor

Legal Entity (if applicable)

**MAILING ADDRESS:**

Street Address or P.O. Box

City, State, and Zip Code

Email Address

Telephone Number

Facsimile Number

Payment by JAC under this Due Process Contract may only be made to Vendor or the Legal Entity to whom Vendor is associated. Vendor designates that payment by JAC under this Due Process Contract shall be made to:

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**REMITTANCE ADDRESS:**  
(If different from Mailing Address)

Remittance Street Address or P.O. Box

Remittance City, State, and Zip Code

Name (Vendor or Legal Entity)  
Tax Identification Number \*

**Federal Tax I.D.**

**Social Security Number**

**\* A DFS SUBSTITUTE FORM W-9 FOR THE PAYEE MUST BE ON FILE WITH DFS.**

**STATE OF FLORIDA  
JUSTICE ADMINISTRATIVE COMMISSION**

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Alton L. "Rip" Colvin, Jr.  
Executive Director

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Date