

**CONTRACT FOR PAYMENTS RELATED TO DUE PROCESS SERVICES PROVIDED
TO INDIGENT DEFENDANTS
(OTHER THAN ATTORNEY FEES)
TYPE 1- DUE PROCESS COSTS LIMITED TO ESTABLISHED RATES
(HEREINAFTER DUE PROCESS CONTRACT)
(Fiscal Year 2021-2022)**

This Due Process Contract entered into by and between the Justice Administrative Commission, a Commission of the State of Florida (JAC), and XX (Vendor) for payments of due process services provided to indigent defendants set forth in Addendum A. 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. Unless a waiver is granted by JAC, Vendor is required to utilize a Federal Employer Identification Number. If Vendor is permitted 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 relating to payments for due process services provided to indigent defendants.

I. TERM

The term of this Due Process Contract shall be for a period beginning on the date of execution by JAC through June 30, 2022, unless suspended or terminated sooner as provided herein. 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.

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 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. Attorney and Vendor 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 Vendor 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. Vendor agrees and accepts that Vendor will be compensated by JAC at the Established Rates (as defined herein) for services rendered for Attorney. Vendor affirmatively waives the right to seek compensation by JAC in excess of the Established Rates. If Attorney engages Vendor at rates in excess of the Established Rates, Attorney shall be subject to absorbing the difference between the applicable Established Rates and the rates billed by Vendor.

5. 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 vendors. Vendor agrees to respond to any billing audit deficiency related to a Vendor billing within thirty (30) days of receipt of a billing audit deficiency. The failure to provide necessary documentation required for payment of Vendor may result in JAC withdrawing the privilege of JAC making direct payment to due process vendors. 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 payable pursuant to the Established Rates 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). If Vendor provides a physical copy of a transcript, Vendor shall provide an electronic copy without additional charge. JAC will not pay any additional fees for a court reporter to provide an electronic copy of a transcript.

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. JAC pays rates for regular delivery (10 business days) unless Attorney has filed a motion justifying expedited rates and the court has entered an order authorizing expedited rates.

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. A private investigator providing services on a case shall not provide expert or mitigation specialist services on the same 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 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 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, 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. Notwithstanding other provisions of this Due Process Contract, for certified and language-skilled interpreters as defined in the Florida rules, Attorney on behalf of Vendor may seek a rate of up to \$50

per hour for Spanish and Creole interpreters and \$65 per hour for other foreign language interpreters even if those rates exceed the rates established by law.

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 vendor or other business entity of which Attorney or Attorney's parent, spouse, child, or sibling, is an officer, partner, director, or proprietor or in which Attorney or Attorney's parent, spouse, child, or sibling, 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. Vendor shall not share office space with an attorney with whom Vendor is providing due process services under this Contract. 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 Vendor or other business entity who 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 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 shall not solicit or accept anything of value to Vendor, including a gift, loan, reward, promise of future employment, favor, or service, from an attorney with whom Vendor is providing due process services under this Contract other than compensation for providing due process services. 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. Vendor or Vendor's firm shall own, possess, or have routine access to a computer, a printer, and a scanner. Vendor shall have internet access and an email account capable of receiving correspondence from JAC.

19. JAC provides a secure website, *MyJAC*, 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 *MyJAC*. Vendor will only allow persons authorized by Vendor to have access to the Vendor's *MyJAC* account. 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 *MyJAC* account including, but not limited to, changing passwords for that account if an authorized person leaves Vendor's employ. For security purposes, Vendor grants JAC the authority to collect client internet protocol (IP) addresses and browser information when Vendor logs onto *MyJAC*.

20. Vendor shall submit any billing for payment of due process costs through the Online Billing Submission system located on MyJAC. Vendor shall use a unique invoice number for each billing submitted to JAC.

III. COMPENSATION

1. Vendor shall be paid in accordance with the Established Rates. Vendor affirmatively waives the right to seek compensation through JAC in excess of the Established Rates. 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. JAC will only make payment at the Established Rates and Vendor agrees not to seek any higher rates through judicial action including, but not limited to, a motion to exceed 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.

3. When there are no Established Rates for a particular service, the rates may be established through court order. JAC is entitled to notice and an opportunity to be heard before a court approves any rate for due process services.

4. Any order authorizing the expenditure of due process costs must list the service(s) to be provided and a maximum amount authorized for each service. Any order not containing this information is not sufficient for payment purposes.

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. Vendor shall notify Attorney before exhaustion of the amount authorized by prior order(s) for due process services.

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 Vendor 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 vendors with appropriate skills or expertise available within the State of Florida. If Vendor lists a place of business within the State of Florida, Vendor waives reimbursement for travel expenses or travel time to travel to Florida absent extraordinary circumstances.

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

1. 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.

2. If Vendor is providing services that require investigator licensing under Florida law, Vendor shall comply with the requirements to be licensed as an investigator. Vendor shall provide the investigative firm (A license) license and the private investigator license (C license) of the investigator contracting with JAC. If the private investigative firm employs more than one private investigator who will be providing services under the Due Process Contract, Vendor shall provide the private investigative license (C license) of the primary investigator for the firm. Vendor shall also provide the private investigator licenses (C and CC licenses) of all investigators who will be providing services under the Due Process Contract in the manner directed by JAC. It shall be Vendor's responsibility to update this information regularly as changes arise.

V. INDEPENDENT CONTRACTOR

1. 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 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.

2. Vendor shall not indicate in its advertising, social media, website, or other commercial communications that it is a JAC approved vendor, a JAC certified vendor, employed by JAC, or other language suggesting that JAC endorses use of Vendor for services. JAC does not verify the professional qualifications of Vendor. It is the sole responsibility of the party using the services of Vendor to verify professional qualifications. If Vendor refers to JAC in its commercial communications, Vendor shall only indicate that it has a Due Process Contract authorizing direct payment for due process services through JAC.

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.

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 related 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. 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. Vendor shall not bill for more than 10 hours on a single date or more than 50 hours in a calendar week for services provided by a single person without providing an explanation justifying those hours. The explanation must include the total number of hours billed or to be billed across all cases and an explanation of the particularized need to work these additional hours. Vendor is solely responsible for tracking the number of hours worked by Vendor or Vendor's employees across all cases billed through JAC.

10. 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. The hourly statement shall include a single entry for each date billed. Vendor shall bill the actual amount of time spent on each date billed rounded to the nearest tenth of an hour. When Vendor includes multiple services in a single entry, the amount of time attributable to each service shall be indicated in the description of the services.

11. 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 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.

12. If Vendor bills in excess of the Established Rates, Vendor authorizes JAC to correct the billing to comport with the Established Rates. Vendor specifically agrees not to seek or request any rate in excess of the Established Rates. In the event Vendor seeks judicial action either directly or indirectly through Attorney to exceed the Established Rates for a service, Vendor will be in material breach of this Due Process Contract.

13. Vendor agrees to not object or otherwise contest any request by JAC to appear remotely by telephonic or electronic means 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 vendor fails to act on the letter or notice within one year of issuance, the billing shall be deemed abandoned without further notice.

17. An investigator, mitigation specialist, or expert shall bill for services only when (1) more than \$500 in unpaid services has accrued for a case or (2) the investigator, mitigation specialist, or expert has concluded services in that case.

VIII. RECORD RETENTION/AUDIT/PUBLIC RECORDS

1. Vendor shall keep contemporaneous 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. If providing services billed on an hourly basis, Vendor shall maintain appropriate documentation, including contemporaneous and detailed hourly accounting of time spent providing services to Attorney.

2. These records and documents are subject to review JAC, subject to the attorney-client privilege and work-product privilege. Vendor and Attorney may redact information from the records and documents only to the extent necessary to comply with the privilege.
3. Vendor shall maintain the records and documents in a manner that enables Vendor and Attorney to redact information subject to a privilege in order to facilitate and not impede JAC's review of the records and documents.
4. Upon JAC's issuance of a notice of inspection of records and documents as to one or more particular case(s), Vendor shall deliver to JAC, or a designated agent, copies of any and all contemporaneous billing records related to the case(s) within a reasonable period of time. This time period shall not exceed thirty (30) days unless an extension is granted by JAC in writing. Vendor's failure to provide the contemporaneous billing records within a reasonable period of time shall be deemed a refusal to allow JAC to inspect the contemporaneous billing records.
5. 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 final disposition or date of payment, whichever is later, 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. This requirement applies to JAC and other state entities with authority to audit or review Vendor's records including, but not limited to, the Auditor General and the Office of Fiscal Integrity. For purposes of this subparagraph, fourteen (14) days' notice shall be deemed reasonable notice. The failure to allow JAC to inspect such records upon reasonable notice shall be deemed a refusal to allow JAC to inspect those records as to any unpaid case that was pending as of the date of the inspection.
6. The refusal to allow JAC to inspect contemporaneous records as provided herein is a material breach of this Due Process Contract.
7. JAC retains the authority to inspect Vendor's contemporaneous detailed records even after JAC has made payment. Upon conducting a post-payment review within five (5) years of payment, if JAC determines Vendor has failed to maintain contemporaneous detailed records supporting payments, Vendor shall be liable for repaying JAC any amounts that cannot be substantiated notwithstanding any court order approving payment. Any payment for due process costs or related expenses not supported by contemporaneous detailed records is 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. Upon receipt of notice of inspection, audit, or any other form of review from JAC or other state or federal entity including but not limited to, the Auditor General or the Office of Fiscal Integrity, Vendor has a legal duty to preserve all records and information

potentially relevant. Any questions Vendor may have as to the relevance of particular records should be resolved in favor of preservation and retention. Vendor must take every reasonable step to preserve all potentially relevant records until further notice. Vendor shall discontinue any and all data destruction or server backup recycling policies that may be employed on electronic data.

9. 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 fees 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 related 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. Prior to determining whether to terminate this Due Process Contract, JAC may temporarily suspend the 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. A temporary suspension bars Vendor from accepting work on new cases under the Due Process Contract while the contract is suspended but allows Vendor to work on existing cases unless the Due Process Contract is terminated. A temporary suspension shall remain in effect until lifted by JAC or this Due Process Contract is terminated. The decision to temporarily suspend the Due Process Contract shall in no way bar JAC from deciding to terminate the contract for the conduct resulting in the temporary suspension.

5. Notice of suspension or termination of this Due Process Contract must be in writing and sent via email to the email address(es) designated pursuant to this contract.

6. If a chief judge or other applicable local authority suspends Vendor, JAC shall suspend this Due Process Contract for the applicable circuit(s). Vendor is not eligible for direct payment of fees, costs, and related 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 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. Participation in a direct-deposit program is not required if Vendor is executing this Due Process Contract for purposes of receiving compensation in a single case.
5. To obtain reimbursement for travel expenses for Vendor 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. If any hotel rate will exceed \$150 per night, Attorney shall include the hotel rate in the motion seeking authorization for travel expenses. 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.

7. JAC maintains a searchable database on its website listing due process vendors with current Due Process Contracts with JAC. JAC does not verify the professional qualifications of these due process vendors. Inclusion or removal of a due process vendors from this database is at the sole discretion of JAC. If Vendor's place of business is located outside the State of Florida, Vendor shall be ineligible for inclusion in this database. If Vendor lists a Florida address to allow for inclusion in this database, Vendor waives reimbursement for any travel expenses or travel time to travel to Florida.

8. Authorization for out-of-state experts or mitigation specialists is contingent upon a finding that no such providers with appropriate skills or expertise are available, first, in the county in which the case was filed and, second, in any other county in the State of Florida. An order authorizing the employment of an out-of-state vendor must be in writing and contain specific findings regarding the unavailability of a qualified in-state expert or mitigation specialist. Vendor waives reimbursement for any travel expenses or travel time to travel to Florida in the absence of an order with these findings.

9. JAC shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of JAC or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the JAC's control. In case of any delay JAC believes is excusable, JAC shall notify Attorneys and Due Process Vendors in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if JAC could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date JAC first had reason to believe that a delay could result. Such notice shall be posted on JAC's website.

10. If an officer, employee, or agent of JAC solicits anything of value from Vendor, including a gift, loan, reward, promise of future employment, favor, or service, Vendor shall notify JAC immediately. JAC maintains a TIPS FORM on its website, which can be used anonymously, through which Vendor may notify JAC. JAC's TIPS FORM is currently located at:

<https://www.justiceadmin.org/contact/emailjac.aspx?ToName=JAC%20Tips>

A person who, in good faith, reports wrongful activity meeting the provisions of s. 112.3187, F.S., (Whistle-blower's Act), is protected against retaliation for making such a report. The law also provides for the individual's identity to remain confidential. Regardless as to whether the provisions of the Whistle-blower's Act are met, it is a violation of JAC employment policy for any employee to retaliate against a person for reporting, in good faith, allegations of wrongdoing, or participating in the investigation of such allegations.

XIV. ENTIRE CONTRACT

This Due Process Contract supersedes all prior negotiations, correspondence, conversations, agreement, contracts, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or 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 with the Department of Financial Services, or has requested an exemption from JAC for purposes of compensation in a single case.

☐ I am not a member of a State of Florida administered retirement plan through the Florida Retirement System (FRS).

☐ I am a member of a State of Florida administered retirement plan through the Florida Retirement System (FRS) and I certify that I have submitted the [Florida Retirement System \(FRS\) - Certification Form](https://www.myfrs.com/pdf/forms/cert.pdf) available at <https://www.myfrs.com/pdf/forms/cert.pdf>.

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

Professional License Number(s):

XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

☐ 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://flivendor.myfloridacfo.com>.

☐ Vendor shall comply with the requirements of Paragraph VIII of the Due Process Contract regarding retention of contemporaneous detailed records.

☐ Vendor certifies Vendor shall track hours billed or to be billed across all cases and shall report when a single person employed by Vendor has billed or will bill for more than 10 hours on a single date or more than 50 hours in a calendar week across all cases.

☐ By signing this contract, Vendor certifies that Vendor has read, understands, and agrees to comply with the terms and conditions of the Due Process Contract.

Vendor: XXXXXXXXXXXXXXXXXXXX

☐ Legal Entity/Company Name
☐ Sole Proprietor/Principal Owner

XXXXXXXXXXXXXXXXXXXX

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

XXXXXXXXXXXXXXXXXXXX

Type Name of Individual signing on behalf of Vendor

XXXXXXXXXXXXXXXXXXXX

Date

MAILING ADDRESS:

XXXXXXXXXXXXXXXXXXXX

Street Address or P.O. Box

XXXXXXXXXXXXXXXXXXXX

City, State, and Zip Code

XXXXXXXXXXXXXXXXXXXX

Email Address

XXXXXXXXXXXXXXXXXXXX

Telephone Number

XXXXXXXXXXXXXXXXXXXX

Facsimile Number

REMITTANCE ADDRESS:

(If different from Mailing Address)

XXXXXXXXXXXXXXXXXXXX

Remittance Street Address or P.O. Box

XXXXXXXXXXXXXXXXXXXX

Remittance City, State, and Zip Code

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:

XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

Name (Vendor or Legal Entity)

Federal Employer Identification Number*

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

STATE OF FLORIDA, JUSTICE ADMINISTRATIVE COMMISSION

XXXXXXXXXXXXXXXXXXXX

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

XXXXXXXXXXXXXXXXXXXX

Date

ADDENDUM A REQUIRED DUE PROCESS VENDOR INFORMATION

Please check the box next to the description of the service you provide.

☒ **CHECK ALL THAT APPLY**

<input type="checkbox"/> Court Reporter 1. <input type="checkbox"/> Court Reporter (Stenographic) 2. <input type="checkbox"/> Court Reporter (Electronic) 3. <input type="checkbox"/> Court Reporter – Transcription of Recordings (other than Hearings and Depositions) <input type="checkbox"/> Videographer <input type="checkbox"/> Video Conference Services	<input type="checkbox"/> Expert Witness 1. <input type="checkbox"/> Accounting 2. <input type="checkbox"/> Accident Reconstructionist 3. <input type="checkbox"/> Attending/Treating Physician 4. <input type="checkbox"/> Audio Video Forensics 5. <input type="checkbox"/> Ballistic/Firearms 6. <input type="checkbox"/> Biomechanics 7. <input type="checkbox"/> Blood Spatter 8. <input type="checkbox"/> Cell Phone/Cellular Tower Mapping 9. <input type="checkbox"/> Chemist 10. <input type="checkbox"/> Child Abuse 11. <input type="checkbox"/> Child Sexual Abuse 12. <input type="checkbox"/> Crime Scene Reconstruction 13. <input type="checkbox"/> Computer Forensics 14. <input type="checkbox"/> DNA Analysis/Testing/Expert 15. <input type="checkbox"/> Engineering 16. <input type="checkbox"/> Eyewitness Testimony 17. <input type="checkbox"/> False Confessions 18. <input type="checkbox"/> Fingerprint Analysis/Examiner 19. <input type="checkbox"/> Forensic Pathologist/Medical Examiner 20. <input type="checkbox"/> Forensic Photography 21. <input type="checkbox"/> GPS Forensics	22. <input type="checkbox"/> Handwriting 23. <input type="checkbox"/> Internet/Social Media 24. <input type="checkbox"/> Medical Dr./Physician Expert 25. <input type="checkbox"/> Neurologist 26. <input type="checkbox"/> Neuropsychologist 27. <input type="checkbox"/> Nurse Practitioner (RN, LPN) 28. <input type="checkbox"/> Pediatric Doctor 29. <input type="checkbox"/> Pharmacologist 30. <input type="checkbox"/> Physical/Medical Testing (PET Scan, MRI, EEG, QEEG, X-Ray & Brain Imaging) 31. <input type="checkbox"/> Physician's Assistant (PA) 32. <input type="checkbox"/> Polygrapher 33. <input type="checkbox"/> Psychologist/ Mental Health Expert 34. <input type="checkbox"/> Radiologist 35. <input type="checkbox"/> Sanity/Competency Evaluations 36. <input type="checkbox"/> Sex Offender Evaluation 37. <input type="checkbox"/> Sexual Predator Commitment Evaluation/Expert 38. <input type="checkbox"/> Social Worker/Licensed Clinical Social Worker 39. <input type="checkbox"/> Toxicologist 40. <input type="checkbox"/> Use of Force 41. <input type="checkbox"/> Other - Please describe services in box below:
<input type="checkbox"/> Interpreter/Translator 1. <input type="checkbox"/> Spanish 2. <input type="checkbox"/> French 3. <input type="checkbox"/> Haitian/Creole 4. <input type="checkbox"/> Chinese 5. <input type="checkbox"/> Other, Specify _____ <input type="checkbox"/> Sign Language Interpreter		
<input type="checkbox"/> Process Server <input type="checkbox"/> Mitigation Specialist <input type="checkbox"/> Investigator <input type="checkbox"/> Copy Service/Printing & Reproduction		

Cannot exceed 300 characters

PLEASE INDICATE WHICH CIRCUITS OR COUNTIES IN WHICH YOU ARE WILLING TO WORK (IN-STATE VENDORS ONLY):

- | | | | | |
|---|--|--|--|--|
| <input type="checkbox"/> 1 – First
<input type="checkbox"/> Escambia
<input type="checkbox"/> Okaloosa
<input type="checkbox"/> Santa Rosa
<input type="checkbox"/> Walton | <input type="checkbox"/> 4 - Fourth
<input type="checkbox"/> Clay
<input type="checkbox"/> Duval
<input type="checkbox"/> Nassau

<input type="checkbox"/> 5 - Fifth
<input type="checkbox"/> Citrus
<input type="checkbox"/> Hernando
<input type="checkbox"/> Lake
<input type="checkbox"/> Marion
<input type="checkbox"/> Sumter | <input type="checkbox"/> 8 - Eighth
<input type="checkbox"/> Alachua
<input type="checkbox"/> Baker
<input type="checkbox"/> Bradford
<input type="checkbox"/> Gilchrist
<input type="checkbox"/> Levy
<input type="checkbox"/> Union

<input type="checkbox"/> 9 - Ninth
<input type="checkbox"/> Orange
<input type="checkbox"/> Osceola

<input type="checkbox"/> 10 - Tenth
<input type="checkbox"/> Hardee
<input type="checkbox"/> Highlands
<input type="checkbox"/> Polk

<input type="checkbox"/> 11 - Eleventh
<input type="checkbox"/> Miami-Dade | <input type="checkbox"/> 12 – Twelfth
<input type="checkbox"/> DeSoto
<input type="checkbox"/> Manatee
<input type="checkbox"/> Sarasota

<input type="checkbox"/> 13 - Thirteenth
<input type="checkbox"/> Hillsborough

<input type="checkbox"/> 14 – Fourteenth
<input type="checkbox"/> Bay
<input type="checkbox"/> Calhoun
<input type="checkbox"/> Gulf
<input type="checkbox"/> Holmes
<input type="checkbox"/> Jackson
<input type="checkbox"/> Washington

<input type="checkbox"/> 15 - Fifteenth
<input type="checkbox"/> Palm Beach

<input type="checkbox"/> 16 - Sixteenth
<input type="checkbox"/> Monroe | <input type="checkbox"/> 17 - Seventeenth
<input type="checkbox"/> Broward

<input type="checkbox"/> 18 - Eighteenth
<input type="checkbox"/> Brevard
<input type="checkbox"/> Seminole

<input type="checkbox"/> 19 - Nineteenth
<input type="checkbox"/> Indian River
<input type="checkbox"/> Martin
<input type="checkbox"/> Okeechobee
<input type="checkbox"/> St. Lucie

<input type="checkbox"/> 20 - Twentieth
<input type="checkbox"/> Charlotte
<input type="checkbox"/> Collier
<input type="checkbox"/> Glades
<input type="checkbox"/> Hendry
<input type="checkbox"/> Lee |
|---|--|--|--|--|

In indicating which counties and circuits for which you are willing to work, please be aware that travel time and travel expenses to travel to a circuit or county may not be reimbursable.

☐ Check here if you DO NOT want this information posted on the JAC web site.
 Out-of-State Vendor information will not be posted on the JAC web site