

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. The delay or failure by JAC to exercise or enforce any of its rights under the Due Process Contract shall not constitute or be deemed a waiver of JAC's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

3. 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.

4. For purpose of the applicable statute of limitation under general law, any cause of action for compensation in relation to attorney 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, the court has entered a final appealable judgment, unless rendition of judgment is stayed by the filing of a timely motion for rehearing, motion to withdraw plea, motion for a new trial, or other motion that stays rendition

for appellate purposes. The filing of a notice of appeal does not stay the time for submission of an intended billing. If rendition of judgment is stayed by the filing of a timely motion, the case will be deemed to have reached disposition on the date of the resolution of the motion.

b. At the appellate court level, that the court has issued its mandate.

5. 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. If a court deems any provision of the Due Process Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of the law. 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 vendor 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 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. ELECTRONIC SIGNATURES

As authorized by s. 668.004, F.S., the Due Process Contract shall be executed through electronic signatures. JAC and Vendor understand and acknowledge that electronic signatures will be used to sign the Due Process Contract and shall have the same force and effect as a written signature.

XV. ENTIRE CONTRACT

1. 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, 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.

2. The Due Process Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between JAC and Vendor. The Due Process Contract may only be modified or amended upon mutual written agreement of JAC and Vendor. No oral agreements or representations shall be valid or binding upon JAC or Vendor.

XVI. 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):

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 shall comply with the requirements of Paragraph VIII of the Due Process Contract regarding retention and provision to JAC of contemporaneous detailed records.

Vendor certifies Vendor shall track hours billed or to be billed across all cases and shall report on invoices 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: XXXXXXXXXXXXXXXXXXXXXXX

Legal Entity/Company Name
 Sole Proprietor/Principal Owner

XXXXXXXXXXXXXXXXXXXXXXX

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

XXXXXXXXXXXXXXXXXXXXXXX

Type Name of Individual signing on behalf of Vendor

XXXXXXXXXXXXXXXXXXXXXXX

Date

MAILING ADDRESS:

REMITTANCE ADDRESS:

(If different from Mailing Address)

Street Address or P.O. Box

Remittance Street Address or P.O. Box

City, State, and Zip Code

Remittance 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:

XXXXXXXXXXXXXXXXXXXXXXX

Name (Vendor or Legal Entity)

XXXXXXXXXXXXXXXXXXXXXXX

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

XXXXXXXXXXXXXXXXXXXXXXX

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

XXXXXXXXXXXXXXXXXXXXXXX

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 Splatter 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 Area of Expertise – (Enter in the 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		

Comments and Other Area of Expertise: Cannot exceed 50 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"/> 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"/> 12 – Twelfth
<input type="checkbox"/> DeSoto
<input type="checkbox"/> Manatee
<input type="checkbox"/> Sarasota | <input type="checkbox"/> 17 – Seventeenth
<input type="checkbox"/> Broward |
| <input type="checkbox"/> 2 – Second
<input type="checkbox"/> Franklin
<input type="checkbox"/> Gadsden
<input type="checkbox"/> Jefferson
<input type="checkbox"/> Leon
<input type="checkbox"/> Liberty
<input type="checkbox"/> Wakulla | <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"/> 9 – Ninth
<input type="checkbox"/> Orange
<input type="checkbox"/> Osceola | <input type="checkbox"/> 13 – Thirteenth
<input type="checkbox"/> Hillsborough | <input type="checkbox"/> 18 – Eighteenth
<input type="checkbox"/> Brevard
<input type="checkbox"/> Seminole |
| <input type="checkbox"/> 3 – Third
<input type="checkbox"/> Columbia
<input type="checkbox"/> Dixie
<input type="checkbox"/> Hamilton
<input type="checkbox"/> Lafayette
<input type="checkbox"/> Madison
<input type="checkbox"/> Suwannee
<input type="checkbox"/> Taylor | <input type="checkbox"/> 6 – Sixth
<input type="checkbox"/> Pasco
<input type="checkbox"/> Pinellas | <input type="checkbox"/> 10 – Tenth
<input type="checkbox"/> Hardee
<input type="checkbox"/> Highlands
<input type="checkbox"/> Polk | <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"/> 19 – Nineteenth
<input type="checkbox"/> Indian River
<input type="checkbox"/> Martin
<input type="checkbox"/> Okeechobee
<input type="checkbox"/> St. Lucie |
| | <input type="checkbox"/> 7 – Seventh
<input type="checkbox"/> Flagler
<input type="checkbox"/> Putnam
<input type="checkbox"/> St. Johns
<input type="checkbox"/> Volusia | <input type="checkbox"/> 11 – Eleventh
<input type="checkbox"/> Miami-Dade | <input type="checkbox"/> 15 – Fifteenth
<input type="checkbox"/> Palm Beach | <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 |
| | | | <input type="checkbox"/> 16 – Sixteenth
<input type="checkbox"/> Monroe | |

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 website.
Out-of-State Vendor information will not be posted on the JAC website.