

**ATTORNEY CONTRACT FOR PAYMENTS RELATED TO DUE PROCESS  
SERVICES PROVIDED TO PERSONS WHO ARE INDIGENT FOR COSTS IN  
CRIMINAL AND CIVIL CASES WHERE THERE IS A STATUTORY OR  
CONSTITUTIONAL RIGHT TO APPOINTED COUNSEL  
(HEREINAFTER IFC CONTRACT)  
(Fiscal Year 2025-26)**

This IFC Contract is entered into between the Justice Administrative Commission (JAC), and \_\_\_\_\_ (Attorney) a private attorney and \_\_\_\_\_ legal entity (Legal Entity), not court-appointed, whose client or clients (client) is indigent for costs pursuant to ss. 27.52, 29.007, 39.01305, 57.081, and 57.082, F.S., or other provision of Florida law. Reimbursement pursuant to this IFC Contract shall be made payable only to the holder of the tax identification (Tax ID) number designated at the end of this IFC Contract. Unless a waiver is granted by JAC, Attorney is required to utilize a Federal Employer Identification Number (FEIN). If Attorney is permitted to use a Social Security Number, Attorney assumes the risks associated with such use including, but not limited to, interception, misuse, and identity theft. This IFC Contract applies to all clients of Attorney who are declared indigent for costs prior to the conclusion of the term of this IFC Contract. Attorney represents the indigent client either pro bono or for a fee paid by a third party or the indigent client. In consideration of the mutual covenants and provisions contained herein, the parties agree as follows:

This IFC Contract supersedes and terminates all prior Contracts for Payments Related to Due Process Services Provided to Persons Who Are Indigent for Costs. The provisions of this IFC Contract shall apply to all indigent for costs cases pursuant to ss. 27.52, 29.007, 39.01305, 57.081, and 57.082, F.S., or other provision of Florida law through the termination date of this IFC Contract including cases initiated under prior IFC Contracts. The provisions of this IFC Contract shall apply to all billings submitted by the Attorney subsequent to the effective date of this IFC Contract regardless of whether the services were incurred prior to the effective date of this IFC Contract.

**I. TERM**

The term of this IFC Contract shall be for a period beginning on the date of execution by JAC through June 30, 2026, unless suspended or terminated sooner as provided herein. If it becomes necessary to replace this IFC Contract with another IFC Contract, then the new IFC Contract shall supersede and terminate this IFC Contract. Cases for which the client was declared indigent for costs prior to the conclusion of the term of this IFC Contract that remain open beyond the term of this IFC Contract shall be subject to this IFC Contract unless superseded by another IFC Contract.

## II. SERVICES AND GENERAL PROVISIONS

### **SERVICES**

1. Attorney contracts with JAC to pay for due process services, excluding attorney fees, reasonably required for client defense. JAC will not pay any due process costs until Attorney executes this IFC Contract and provides all documentation identified herein. JAC will process bills for payment of due process services solely for clients, who have been declared indigent by the court and would be otherwise entitled to court-appointed counsel. Client is deemed to be the client of Attorney. Attorney shall comply with the requirements established by law, local Administrative Orders, applicable court orders, Rules Regulating The Florida Bar, and JAC Policies and Procedures. It is Attorney's sole responsibility to remain informed of changes and updates to the JAC Policies and Procedures, local Administrative Orders, and any other controlling documents. All services are subject to a motion and order of the court.

2. Attorney shall not seek compensation for work performed by a paralegal, secretary (or other similar clerical office support), legal assistant, administrative assistant, or any other employee of Attorney's law practice. Attorney shall not bill for overhead expenses either directly or indirectly through a due process vendor. Overhead expenses include, but are not limited to, expenses associated with postage, courier services, internal or in-house copying, telephone charges including long distance and collect calls, and computerized research services such as Westlaw and LexisNexis. Attorney shall not bill for purchase of computer equipment including portable flash and hard drives and other storage media, portable devices such as MP3 players, office equipment, office supplies, legal materials, books, personal items, haircuts, manicures, or other such personal services for the client.

3. At the time of entry of judgment or sentencing in the case under this IFC Contract, Attorney shall be prepared to make a good faith estimate of the total amount of fees, costs, and related expenses as may be needed to protect the State's interest in recovery of costs under s. 27.52, F.S. Pursuant to s. 27.52, F.S., if the client, who received due process services after being found indigent for costs, is found guilty of a criminal act by a court or jury or enters a plea of guilty or nolo contendere, the client is liable for payment of due process costs expended by the state. Attorney shall provide an accounting to the court delineating all costs paid or to be paid by the state within ninety (90) days after disposition of the case notwithstanding any appeals. If Attorney fails to provide a complete accounting of costs expended by the state and consequently costs are omitted from the lien, Attorney may not receive reimbursement or any other form of direct or indirect payment for those costs if the state has not paid the costs. Attorney shall repay the state for those costs if the state has already paid the costs. Upon application by Attorney, JAC will provide Attorney with a certificate setting forth the amounts paid by JAC as well as any unpaid bills that have not been processed for payment.

4. Attorney shall serve a copy of any accounting of costs filed with the trial court pursuant to s. 27.52, F.S., on JAC at least five (5) business days prior to any hearing on

the amount of costs to be imposed against the Defendant pursuant to s. 27.52, F.S. Attorney shall provide JAC with a copy of any order imposing costs on the Defendant pursuant to s. 27.52, F.S., within five (5) business days following entry of any such order.

### **CASE OPENING**

5. To have a client declared indigent for costs, except in cases where an attorney represents a child pursuant to s. 39.01305, F.S., on a pro bono basis which is addressed in Paragraph II(7), Attorney must file the following with the court:

- a. Written motion to have defendant/client declared Indigent for Costs;
- b. Clerk's Application for Indigent Status; and
- c. Indigent for Costs Affidavit of Attorney's Fees.

Attorney must serve a copy of the written motion along with the affidavits upon JAC prior to the court declaring the client indigent for costs. If available, Attorney shall also provide JAC with a copy of the charging document in criminal cases. Attorney shall open an indigent for costs case through the *MyJAC* case opening system. Attorney stipulates that the motion and supporting documentation shall not be deemed served on JAC pursuant to the Florida Rules of Court Procedure until submitted through the *MyJAC* case opening system. JAC is entitled to notice and an opportunity to be heard before a court declares a client indigent for costs. JAC may seek to vacate any order declaring a client indigent for costs if JAC is not afforded an opportunity to participate in the proceeding to declare the client indigent for costs. JAC must receive a minimum of ten (10) business days' notice of any hearing on a motion to declare a client indigent for costs unless JAC affirmatively consents to a lesser amount of notice.

6. Within five (5) days of a court declaring the client indigent for costs, Attorney shall provide JAC with the order declaring the client indigent for costs and the charging document if not already provided in criminal cases. If Attorney has incurred due process costs paid or to be paid by JAC, Attorney shall supply JAC with a dispositional order or other court pleading showing the case has reached final disposition notwithstanding any appeals within thirty (30) days following final disposition.

7. Pro bono attorneys seeking to have a dependent child with certain special needs pursuant to s. 39.01305, F.S., declared partially indigent for costs must file a written motion seeking to have the child declared partially indigent for due process costs pursuant to s. 39.01305, F.S. The motion needs to indicate that Attorney is providing services on a pro bono basis and the specific special need(s) under s. 39.01305(5), F.S.; and must be served on JAC five (5) days prior to any hearing on the motion. The order declaring the child partially indigent for due process costs needs to find that the child meets one or more of the criteria specified in s. 39.01305, F.S., and that Attorney is willing to provide services on a pro bono basis. Pro bono representation of a dependent child with certain special needs continues in effect until the Attorney is allowed to withdraw, is discharged

by the court, the case is dismissed, or protective supervision is terminated. If the pro bono attorney arranges for supplemental or separate counsel to represent the client in appellate proceedings, this arrangement shall be implemented through the requirements of this subparagraph. Except when consent of a natural guardian or other appropriate person is obtained as authorized by s. 744.301, F.S., or other provision of Florida law, Attorney shall not initiate a civil, administrative, or appellate action on behalf of the child without court authorization. A finding of indigency for costs will not continue to apply if a new attorney is court-appointed for compensation pursuant to s. 39.0105, F.S. However, if the new attorney undertakes representation on a pro bono basis, then the finding of indigency will continue to apply and no new finding is necessary.

### ***INDIGENCY FOR COSTS***

8. Attorney acknowledges that any finding of indigency for costs, or the court's finding that the child meets one of the criteria specified in s. 39.01305, F.S., for eligibility of due process costs, is prospective only. Attorney shall not seek payment or reimbursement for costs incurred prior to the date the court found the client indigent for costs or the court determined that the child met one of the criteria in s. 39.01305, F.S., for eligibility of due process costs. In extraordinary circumstances, the date of indigency or child's eligibility for due process costs may relate back to the date Attorney filed the written motion to find the client indigent for costs or eligible under s. 39.01305, F.S.

9. A prior finding of indigency for purposes of appointment of counsel does not substitute for a finding that the client is indigent for costs. A finding of indigency for costs is attorney specific and will not continue to apply if a new attorney undertakes representation of the client unless the new attorney is not receiving any additional compensation from any source whatsoever.

### ***TRAVEL EXPENSES***

10. Travel expenses of a privately retained attorney are considered part of overhead and are not an expense for which Attorney can seek reimbursement. To obtain reimbursement for travel expenses for Attorney representing client pro bono, due process vendors, or witnesses, Attorney 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 JAC's website, and Attorney shall abide by these procedures. Attorney 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 \$225 per night, Attorney shall include the hotel rate in the motion seeking authorization for travel expenses. Any time spent by a vendor making travel arrangements and preparing travel vouchers is considered clerical work and is therefore not billable. Attorney 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 Attorney travels on multiple cases, the total amount of mileage billed across those cases cannot exceed the actual distance traveled. Attorney cannot seek reimbursement for the same mileage traveled in more than one case. Mileage must be apportioned appropriately so that Attorney 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.

11. In appropriate circumstances and at its discretion, JAC may prepay for travel expenses for ordinary witnesses. Prepayment is generally limited to purchase of airline tickets and hotel rooms. Travel expenses of Attorney and due process vendors is through reimbursement only. If JAC prepays for travel expenses for ordinary witnesses, any credit or refund as a result of changes to the reservation or for cancellation is due to the State of Florida and should be directed to JAC in the manner directed by JAC. Attorney is responsible for ensuring that any credit or refund is directed to JAC. For JAC to prepay travel expenses, Attorney must supply JAC with all necessary documentation to arrange the travel and a DFS travel voucher signed by the traveler and Attorney as soon as feasible following the completion of any prepaid travel. Attorney is responsible for notifying JAC of any requested changes to travel arrangements as soon as feasible. Attorney will be responsible for any increases in travel expenses that result from a failure to notify JAC promptly.

### ***SERVICE OF PLEADINGS***

12. Service of motions, orders, and other pleadings shall be served in the manner directed by the IFC Contract and JAC Policies and Procedures (Section II.B). Attorney stipulates that a motion, order, or other legal pleading shall not be deemed served on JAC pursuant to the Florida Rules of Court Procedure until served on JAC in the manner required by the IFC Contract and the JAC Policies and Procedures. Attorney shall serve JAC with all attachments to a motion, proposed order, or other pleading that will be provided to the Court. If Attorney amends a motion, proposed order, or other pleading, or any attachments thereto, Attorney shall serve JAC with the amended or revised document in the manner required by the IFC Contract and the JAC Policies and Procedures. Attorney shall provide JAC orders granting or authorizing payment of due process costs and/or related expenses within five (5) business days of Attorney's receipt of the order.

### ***COMMUNICATIONS WITH JAC***

13. Attorney shall maintain sufficient internet capability, including an email account, to communicate with JAC. Attorney agrees to accept communications including Audit Deficiencies and Letters of Objection or No Objection via email.

14. Attorney agrees to accept legal pleadings including, but not limited to, responses to motions for attorney fees, due process costs, or related expenses by email. Attorney waives the mailing of any such legal pleadings as a prerequisite to legal service of any legal pleading received by email or other manner prescribed by JAC.

15. Attorney shall affix Attorney's name and The Florida Bar number on all communications addressed to JAC. Attorney shall keep JAC informed at all times of Attorney's current name, address, and telephone numbers, email address, and Tax ID number. Notification of changes shall be provided in writing to JAC. Attorney shall be responsible for keeping JAC informed of the name, address, telephone number, email address, and Tax ID number of due process vendors utilized by Attorney.

16. Attorney shall not send more than one (1) electronic copy of any legal pleading or other document to JAC. Prior to resubmitting any document, Attorney shall verify that JAC has not received the document.

17. Attorney or Attorney's firm shall own, possess, or have routine access to a computer, portable drive(s) (or other storage media capable of receiving electronic discovery), a printer, and a scanner.

18. JAC provides a secure website, *MyJAC*, through which Attorney and any authorized representative(s) may track billings, submit billings, and execute contracts with JAC. Attorney is responsible for registering for an account on *MyJAC*. Attorney will only allow persons authorized by Attorney to have access to Attorney's *MyJAC* account. Attorney is liable for the actions of any authorized persons as if Attorney had performed the action personally including, but not limited to, submitting or signing documents on behalf of Attorney. Attorney has the sole responsibility for maintaining security of Attorney's *MyJAC* account including, but not limited to, changing passwords for the account if an authorized person leaves Attorney's employ. For security purposes, Attorney grants JAC the authority to collect client internet protocol (IP) addresses and browser information when Attorney logs onto *MyJAC*.

#### ***ELECTRONIC FUNDS TRANSFER***

19. If Attorney intends to seek reimbursement for due process costs expended in this matter, Attorney shall participate in a direct-deposit program under which Attorney authorizes the transfer of funds electronically to an account in the Attorney's or Legal Entity's name at a federal-chartered or state-chartered financial institution. If Attorney seeks an exemption from this provision, Attorney must submit in writing a request for exemption specifically delineating why Attorney cannot comply with this provision. JAC may exempt Attorney from compliance with this provision only if JAC determines that participation in a direct-deposit program creates a financial hardship for Attorney.

#### ***ATTORNEY QUALIFICATIONS***

20. It shall be the sole responsibility of Attorney to comply with all applicable federal, state, county, and municipal statutes, ordinances, rules, and regulations in the performance of Attorney's obligations under this IFC Contract. Attorney shall, throughout the term of this IFC Contract, be a member in good standing with The Florida Bar.

21. As soon as Attorney becomes aware but no later than thirty (30) days, Attorney must notify JAC of the following: any disciplinary or other circumstances that could prohibit an attorney from practicing law such as suspension, disciplinary revocation, disbarment, placement on the inactive list for incapacity, or retirement from The Florida Bar; any indigent for costs cases in which there is a judicial finding that Attorney provided ineffective assistance of counsel; and any disciplinary action against Attorney where probable cause has been found.

22. Attorney shall notify JAC of any change in status or information pertinent to the IFC Contract including, but not limited to, qualifications, employment status, Florida Bar status, acceptance of any employment or independent contractor relationship with a state agency, removal from an indigent for costs case, pending criminal charge, and contact information. JAC may suspend or terminate the IFC Contract for failure to maintain attorney qualifications pursuant to provisions of the IFC Contract.

23. Attorney must notify JAC if Attorney accepts employment or contracts with an office that JAC administratively serves to provide representation to the office's clients. The offices that JAC administratively serves include the offices of the state attorney, the public defender, the criminal conflict and civil regional counsel, the capital collateral regional counsel, and the statewide guardian ad litem office.

24. Attorney shall notify JAC of any business or financial relationship between the attorney and a due process vendor that is party to a JAC Due Process contract, other than for the provision of due process services. Such a relationship may constitute a prohibited relationship as described in paragraph II(27) of this contract.

25. It shall be the sole responsibility of Attorney to comply with all applicable federal, state, county, and municipal statutes, ordinances, rules, and regulations in the performance of Attorney's obligations under this IFC Contract.

#### ***INDEPENDENT CONTRACTOR***

26. The parties agree that this IFC Contract does not create the relationship of attorney and client between Attorney and JAC. This IFC 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 Attorney. Attorney is, and shall at all times be deemed, an independent contractor and shall be wholly responsible for the manner in which Attorney performs the services required by the provisions of this IFC Contract. Attorney exclusively assumes responsibility for the acts of Attorney's employees, agents, subcontractors, and all others acting at the direction of, or on behalf of, Attorney as they relate to the services to be provided under this IFC Contract. Attorney and Attorney'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 IFC Contract.

## **PROHIBITED PRACTICES**

27. Attorney shall not seek or obtain due process services for 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 or financial interest in any form whatsoever. Attorney shall also not seek or obtain due process services for indigent for costs clients from a due process vendor or other business entity with whom Attorney shares any form of financial interest including, but not limited to, joint ownership or cotenants of property. Attorney shall not enter into an agreement to rent property that includes as a party to the agreement a due process vendor providing services to Attorney's indigent for cost clients. Attorney shall not solicit or accept anything of value to Attorney, including a gift, loan, reward, promise of future employment, favor, or service, from a due process vendor or other business entity who provides due process services to Attorney's client. Attorney shall not provide anything of value, including a gift, loan, reward, promise of future employment, favor, or service, to a due process vendor or other business entity who provides due process services to Attorney's indigent for costs clients.

28. If an officer, employee, or agent of JAC solicits anything of value from Attorney, including a gift, loan, reward, promise of future employment, favor, or service, Attorney shall notify JAC immediately. JAC maintains a TIPS FORM on its website, which can be used anonymously, through which Attorney 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.

29. In dealing with JAC and its staff, Attorney and Attorney'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.

## **NO WAIVER/GOVERNING LAW**

30. 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 IFC Contract shall be governed by the laws of the State of Florida and the Florida Constitution.

31. The delay or failure by JAC to exercise or enforce any of its rights under the IFC 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.

32. Any action arising over any dispute over performance or other provisions of this IFC Contract may only be maintained in Florida state court. Venue for all equitable or legal actions arising from or related to this IFC 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.

33. For purpose of the applicable statute of limitations under general law, any cause of action for compensation in relation to process costs under this IFC Contract accrues the date the case reached final disposition notwithstanding any appeals. For purposes of this paragraph final disposition means:

- a. At the trial court level, when 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 a 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, when the court has issued its mandate or the appellate case has otherwise reached final disposition.

34. Attorney waives the right to seek compensation either directly or indirectly on behalf of due process vendors in relation to due process costs once the statute of limitation has expired.

#### ***FORCE MAJEURE***

35. 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 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.

### **SEVERABILITY**

36. The provisions of this IFC Contract shall be deemed to be severable. If any provision herein shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining provisions. If a court deems any provision of the IFC 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 IFC Contract shall continue in full force and effect unless a particular provision held to be illegal or void, renders the balance of the IFC Contract impossible to perform.

### **NO ASSIGNMENT**

37. Attorney shall not delegate or assign this IFC Contract or any reimbursement for due process costs owed to Attorney under this IFC Contract.

### **ELECTRONIC SIGNATURES**

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

### **ENTIRE CONTRACT**

39. This IFC 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 IFC Contract that are not contained in this document. Accordingly, it is agreed that no deviation from the provisions of this IFC Contract shall be predicated upon any prior representations, agreements, or contracts, whether oral or written.

40. The IFC Contract contains all the provisions agreed upon by the parties, which provisions shall govern all transactions between JAC and Attorney. The IFC Contract may only be modified or amended upon mutual written agreement of JAC and Attorney. No oral agreements or representations shall be valid or binding upon JAC or Attorney.

41. This IFC Contract constitutes a uniform statewide contract promulgated by JAC pursuant to s. 27.40, F.S. This IFC Contract may not be altered, modified, or amended except through a separate contract executed by Attorney and an authorized representative of JAC. If any provision of this IFC Contract is altered, modified, amended, or otherwise changed to deviate from the provisions of the uniform statewide contract promulgated by JAC, then this IFC 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 provisions of the uniform statewide contract. Performance by JAC under this IFC Contract shall under no circumstances waive this provision.

### III. REIMBURSEMENT

#### **GENERAL REIMBURSEMENT PROVISIONS**

1. Attorney and/or Legal Entity shall designate who shall receive reimbursements from JAC under this IFC Contract. Except for direct payments to due process vendors as set forth above, payment by JAC under this IFC Contract may only be made to Attorney or Legal Entity. Attorney and Legal Entity 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.
2. Attorney shall not seek compensation or reimbursement by JAC for costs or related expenses associated with the defense of a Bar grievance, nor shall Attorney seek a court order for payment or accept payment for such costs or expenses.
3. Except for witness fees authorized by law, Attorney shall not seek compensation or reimbursement by JAC for fees, costs, or related expenses associated with being called as a witness in any proceeding related to Attorney's services under this IFC Contract including, but not limited to, motions for postconviction relief.

#### **OVERPAYMENTS**

4. Overpayments by JAC of 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, direct reimbursement of overpayment to JAC by Attorney, offsets against future payments, or any other remedies available to a creditor by law. In a judicial or other proceeding, JAC's determination of the existence and amount of overpayment is presumed correct and Attorney must rebut any JAC determination through clear and convincing evidence.

#### **LEGISLATIVE APPROPRIATIONS**

5. The State of Florida and JAC's performance and obligation to pay under this IFC Contract are contingent upon an annual appropriation by the Legislature. JAC's performance under this IFC Contract is also contingent upon compliance by Attorney with JAC Policies and Procedures for IFC Counsel.

#### **DEPENDENCY/TERMINATION OF PARENTAL RIGHTS CASES**

6. If Attorney represents an indigent for costs parent or child in dependency or termination of parental rights proceedings potentially eligible for federal reimbursement to JAC pursuant to Title IV-E of the Social Security Act, Attorney shall provide any or all information necessary for JAC to seek Title IV-E reimbursement including, but not limited

to, the name of the parent or child represented, the name and date of birth of each child who is a subject of the proceedings, and whether each child was in foster care during the pendency of the representation.

#### IV. DUE PROCESS COSTS

##### **GENERAL PROVISIONS**

1. Attorney 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 due process vendors 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 due process vendors.

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. When there are no established rates for a due process service in a circuit, JAC relies on the rates recommended by the Indigent Services Advisory Board, as set forth in JAC Policies and Procedures, for guidance. For purposes of this IFC Contract, the phrase "Established Rates" is defined as the rates established annually in the General Appropriations Act. The Established Rates are subject to change and may be amended from time to time during the course of this IFC Contract. It is Attorney'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. JAC, as a courtesy to Attorney and at the discretion of JAC, may make payment directly to due process vendors that have executed a due process 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 comply with Florida Statutes, applicable court Administrative Orders, and JAC Policies and Procedures. If Attorney engages a due process vendor at rates in excess of the Established Rates, or in excess of higher rates specifically authorized by written court order, Attorney shall be responsible for the difference between the applicable Established Rates or rates authorized by court order, and the rates billed by the vendor. JAC is entitled to notice and an opportunity to be heard prior to any court authorizing rates higher than the Established Rates or where there are no Established Rates.

4. Attorney agrees that if a due process vendor or other entity providing services to the defense does not have a contract with JAC or is unwilling to bill JAC directly, then Attorney shall pay the vendor or other entity and seek reimbursement from JAC as provided herein. Although a contract is generally not required for other state entities, a state entity must be willing to bill JAC directly in order for JAC to make direct payment to the state entity.

5. Attorney shall approve or reject any billing for due process services submitted by a due process vendor through *MyJAC* as soon as feasible, generally no more than ten (10) business days after notification that a due process vendor has submitted a billing. Attorney agrees to supply JAC with all necessary documentation required under this IFC Contract and JAC Policies and Procedures for JAC to process for payment any direct billings from due process vendors. Attorney agrees to respond to any Audit Deficiency related to a due process vendor billing within thirty (30) days of receipt of an Audit Deficiency. The failure to provide necessary documentation required for payment of due process vendors may result in JAC withdrawing the privilege of JAC making direct payment to due process vendors. If Attorney or a due process vendor fails to respond to an 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 billing for payment, issuing a Letter of Objection to payment, or paying the amount authorized pursuant to the Established Rates or applicable court order.

6. JAC shall only pay for actual services provided by due process vendors 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.

7. Except when prior court approval is not required pursuant to the express provisions of the Florida Statutes, the General Appropriations Act, or JAC Policies and Procedures, a motion for due process costs must be served upon JAC prior to a court entering an order authorizing or otherwise approving due process costs. Attorney agrees and acknowledges that the existence of an Administrative Order or local rules authorizing costs without prior court approval does not relieve Attorney from filing a motion seeking prior approval or authorization for due process costs. JAC is entitled to at least ten (10) business days' notice of any hearing set on a motion for due process costs unless JAC affirmatively consents to a lesser amount of notice. JAC's failure to respond to a motion for due process costs shall not be deemed a waiver of JAC's right to be heard regarding the authorization for due process costs. Attorney shall not seek to obtain a court order prior to obtaining a response from JAC. If Attorney obtains an order in violation of this subparagraph, Attorney agrees not to contest any motion to vacate filed by JAC.

8. If Attorney intends to procure due process services at rates higher than the Established Rates, Attorney must file a written motion setting forth the basis for the higher rate with service upon JAC. Attorney has the burden to establish that the particular due process service is necessary to the defense of the case, and that Attorney made a diligent effort to find the service within the Established Rates. A prior authorization for a higher rate for the same or similar services in an unrelated proceeding shall not relieve Attorney from diligent efforts in the case at issue. In order to obtain reimbursement, the order must contain a finding that the due process service is necessary to the defense of the case, and that Attorney made a diligent effort to find the service within the Established Rates. Diligent effort includes, but is not limited to, evidence that Attorney sought the services of at least three (3) due process vendors willing to work on the case but none were willing to work within the Established Rates. Absent an order expressly authorizing a rate 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.

9. JAC shall have standing to contest any request for authorization of 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. Attorney must seek authorization for due process costs prior to the commencement of any due process services to afford JAC notice and an opportunity to be heard before a court authorizes the costs. If Attorney seeks after-the-fact authorization for due process costs, Attorney shall include in the motion the exigent circumstances that precluded seeking authorization before incurring those costs.

10. Any order authorizing due process services must list the service(s) to be provided, the compensation rate for the due process vendors where the rates sought exceed the Established Rates, and a maximum amount authorized for each service. A maximum amount authorized is not necessary for orders authorizing transcripts. Any order not containing this information is not sufficient for payment purposes.

11. A motion seeking authorization or additional funds for a private investigator, interpreter, mitigation specialist, or an expert shall set forth the particularized need for the requested services based on the circumstances of the case. Attorney is responsible for tracking the amounts incurred by a private investigator, interpreter, mitigation specialist, or an expert and filing an appropriate motion for additional funds before the exhaustion of the prior order(s) authorizing due process services.

12. 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 provisions of s. 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 Attorney, either directly or indirectly through a due process vendor, for charges paid to the court, the sheriff, or the clerk, in relation to services for which the indigent client was entitled to receive without prepayment pursuant to s. 57.081, F.S.

13. Attorney shall reimburse 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 billing attributable to Attorney's error or omission. Attorney shall attempt to resolve any dispute between Attorney and any due process vendors without JAC intervention.

14. JAC maintains a searchable database on its website listing due process vendors with current JAC Due Process Contracts. JAC does not verify the professional qualifications of these due process vendors. It is the sole responsibility of Attorney hiring due process vendors to verify their professional qualifications. The inclusion of a due process vendor on JAC's searchable database listing due process vendors in no way suggests or implies JAC's approval or endorsement of that due process vendor.

15. In criminal cases, JAC may pay for clothing necessary to satisfy due process concerns at a jury trial. Before seeking authorization to obtain clothing for use by a criminal defendant at jury trial, Attorney will need to contact: (1) the Defendant and his or her family; and (2) the Office of the Public Defender or other applicable local entity to determine if court-appropriate clothing is available. If Attorney is unable to obtain clothing through these sources, Attorney may file a motion seeking authorization to obtain clothing for use by the Defendant. The purchase of court-appropriate clothing shall be through the most economical means available such as purchase from discount retailers or second-hand retailers. Upon conclusion of the case, any clothing purchased for use by the Defendant should be turned over to the Office of the Public Defender or other applicable local entity for potential use by other defendants.

#### ***CERTIFICATION OF SERVICES***

16. Signing the JAC Invoice for a due process vendor is not a ministerial act. By signing the JAC Invoice, Attorney is certifying that the services provided by the due process vendor were satisfactorily performed and were necessary. Attorney is solely responsible for verifying the services listed on the JAC Invoice are an accurate representation of the due process services received by Attorney. If Attorney knew or should have known that the information contained on a JAC Invoice was inaccurate at the time the Attorney executed the JAC Invoice and this results in an overpayment to the due process vendor, Attorney is jointly liable with the due process vendor for any recoupment of the overpayment by JAC as provided herein.

#### ***COURT REPORTER SERVICES***

17. JAC will not pay for any transcript that is not authorized by court order. The court order must be attached to the billing for said transcripts. Attorney must provide the court reporter with a copy of the order of appointment and the order authorizing the transcript. 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 General Practice and Judicial Administration 2.535(f). The court reporter shall provide at least one original hard copy of any transcript in addition to any electronic copies.

18. 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.

19. 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 (ten business days) unless Attorney has filed a motion justifying expedited rates and the court has entered an order authorizing expedited rates.

### ***INVESTIGATOR SERVICES***

20. Attorney acknowledges that any private investigator retained in this matter 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.

21. Attorney agrees that 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. Attorney agrees 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. 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 any other travel expenses to travel to the circuit of the case absent specific authorization from the court. A private investigator providing services on a case shall not provide expert or mitigation specialist services on the same case.



### ***PROCESS SERVERS***

22. Service of process upon witnesses shall 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. Attorney specifically agrees that the sheriff shall be used to serve in-county law enforcement absent exceptional circumstances. In order to use a private process server, Attorney must serve a motion setting forth the exceptional circumstances requiring use of a private process server upon JAC.

### ***INTERPRETERS***

23. 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. JAC is also not responsible for payment of interpreting services for Attorney to communicate with Attorney's client because such services constitute a cost of representation rather than a due process cost.

### ***OUT-OF-STATE DUE PROCESS VENDORS***

24. Attorney shall not seek authorization from the court for out-of-state experts or mitigation specialists, absent a showing that there are no such due process vendors with appropriate skills or expertise available, first, in the county in which the case was filed and, second, in any other county in the State of Florida. If Attorney obtains an out-of-state due process vendor without making such a showing, Attorney agrees not to request reimbursement for any travel expenses including compensation for travel time on behalf of the due process vendor. An order authorizing the employment must be in writing and contain specific findings regarding the unavailability of a qualified in-state expert or mitigation specialist. Attorney shall submit a copy of the order to JAC.

### ***RETAINERS***

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

### ***CAPITAL CASE BUDGET***

26. For capital cases in which the State has not waived the death penalty, as soon as practicable after appointment, defense counsel shall set a hearing for the trial court to

determine a reasonable budget for due process costs with notice to JAC of said hearing. This budget shall be based on the circumstances of the case, the amount needed to provide the defendant with the basic tools of defense as mandated by due process concerns under the state and federal constitutions, the amount appropriated for due process costs in the General Appropriations Act, and the amount the Office of Public Defender for the applicable circuit expends for similar capital cases. Attorney shall make diligent efforts to remain within this budget. Prior to authorizing expenditures in excess of this budget, Attorney will set the matter for hearing with notice to JAC. The provisions of this subparagraph are in addition to the other requirements for due process services set forth in this IFC Contract.

### **PUBLIC RECORDS**

27. To the extent that Attorney's records constitute public records under Florida law, Attorney must comply with the requirements of Ch. 119, F.S., and other provisions of Florida law relating to public records. Attorney is solely liable for any fee or costs assessed against Attorney if Attorney fails to comply with a request for public records pursuant to Florida law. In assessing whether records possessed by Attorney constitute public records, Attorney should be familiar with 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.

### **V. BILLING REQUIREMENTS FOR REIMBURSEMENT OF DUE PROCESS COSTS**

#### **TIMELY SUBMISSION**

1. Attorney shall submit to JAC all billings 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 billing relating to representation at the lower court level even if Attorney represents the client on appeal. For any billing 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 billing in a timely fashion as required by s. 27.5304, F.S. A billing shall not be deemed submitted to JAC until all of the documents required under JAC Policies and Procedures have been received by JAC. In the event a bill from a due process vendor is subject to this penalty, Attorney bears legal responsibility for the penalty as provided above.

2. Where any billing 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 billing in a timely fashion as required by s. 27.5304, F.S. A billing shall not be deemed submitted to JAC until all of the documents required under JAC Policies and Procedures have been received by JAC.

3. Where any billing 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 billing in a timely fashion as required by s. 27.5304, F.S. A billing 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 IFC Contract, the term “disposition” means:

- a. At the trial court level, when 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 a 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, when the court has issued its mandate or the appellate case has otherwise reached final disposition.

#### **BILLING SUBMISSION**

5. Attorney shall comply with all the requirements of this IFC Contract, Florida Statutes, JAC Policies and Procedures, Administrative Orders, and applicable court orders. Attorney shall submit requests for compensation on applicable JAC forms to obtain compensation for services rendered pursuant to this IFC Contract. JAC Policies and Procedures are incorporated into this IFC Contract by reference and can be found on JAC’s website at

<https://www.justiceadmin.org/IFC/index.aspx>.

Attorney agrees to be bound by JAC Policies and Procedures in effect on the effective date of this IFC Contract and as they may be amended from time to time during the course of this IFC Contract. It is Attorney’s sole responsibility to remain informed of changes and updates to JAC Policies and Procedures.

6. Attorney shall submit any billing for reimbursement of due process costs and related expenses MyJAC. Attorney shall use a unique invoice number for each billing submitted to JAC.

7. Attorney billings for reimbursements of due process vendor fees, costs, or related expenses shall be supported by documentation that includes, but is not limited to, the written motion to declare client indigent for costs, clerk’s application for indigency, affidavit attesting to the estimated amount of attorney fees, order declaring the client indigent for costs, the charging document, the vendor invoice and proof of payment, and a court order authorizing services.

8. Attorney shall be familiar with the statutory and contractual requirements for submission of billings to JAC. It is 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. Repeated failures to submit billings that comport with statutory and contractual requirements constitute good cause for JAC to terminate this IFC Contract. Notwithstanding s. 215.422, F.S., JAC retains the authority to delay processing any billing for record inspection, Audit Deficiency, Letter of Objection or otherwise to comply with the requirements of s. 43.16(6), F.S. If JAC determines that further inspection or other action is necessary before JAC approves the billing for payment, the prompt payment requirements set forth in s. 215.422, F.S., will not commence until JAC completes its inspection or other action.

#### **AUDIT DEFICIENCIES/LETTERS OF OBJECTION**

9. Attorney shall not seek a court order for payment nor accept payment for a billing before JAC has completed review of a properly presented billing. An 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 any billing submitted by Attorney. Attorney shall not file a motion for compensation based upon an Audit Deficiency. Any response to an Audit Deficiency shall be submitted via MyJAC. Attorney shall not file a motion for due process costs until Attorney receives a Letter of Objection or No Objection from JAC. A copy of the Letter of Objection or No Objection must be attached to the motion. Attorney shall also provide the court with any amended letters, revised documents, or other pertinent correspondence prior to any hearing in the matter. If Attorney obtains an order in violation of this subparagraph, Attorney agrees not to contest any motion to vacate filed by JAC. Attorney will not seek to enforce or otherwise compel performance by JAC of an order obtained in violation of this subparagraph.

10. Any Letter of Objection or No Objection, or Audit Deficiency shall expire one (1) year from the date of issuance. If Attorney or due process vendor fails to act on the letter or notice within one (1) year of issuance, the billing shall be deemed abandoned without further notice.

#### **HEARINGS ON MOTIONS**

11. Attorney shall provide JAC with a minimum of ten (10) business days' notice of any hearing on a motion relating to due process costs or related expenses unless JAC affirmatively consents to a lesser amount of notice. Attorney shall provide JAC with copies of all attachments to said pleadings, motions, or other legal documents. If Attorney intends to set a hearing with less than the requisite notice, the hearing time must be cleared with JAC prior to setting the hearing by sending a request in the manner directed by the JAC Policies and Procedures. The subject line of the request should clearly indicate the request to set a hearing with short notice so that JAC can respond expeditiously to the request. Attorney shall include in the notice of hearing the manner in which JAC will participate in the hearing including calling instructions, Zoom or Microsoft Teams

information, or other pertinent information relevant to JAC's appearance in the matter. Attorney shall promptly notify JAC of any changes including cancellations or change in time or date of the hearing.

12. Attorney 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 indigency for costs, due process costs, or related expenses. If JAC is not already present at a hearing at which JAC has requested to participate, Attorney shall notify the Court that JAC has requested to participate before commencement of the hearing. Attorney shall make diligent efforts to ensure JAC participation including, but not limited to, contacting JAC via phone and verifying that JAC is not attempting to participate through telephonic or virtual communications equipment.

13. Even after Attorney files a motion, Attorney shall provide the court with any subsequent correspondence with JAC including amended Letters of Objection, revised documents, or any other pertinent correspondence prior to any hearing on the matter.

## VI. RECORD RETENTION/INSPECTION

1. Attorney shall keep contemporaneous detailed records to enable JAC to verify all costs and expenses paid under this IFC Contract. The records shall include supporting documentation necessary to adequately evaluate and substantiate payments made under this IFC Contract. JAC Policies and Procedures set forth the general requirements for supporting documentation.

2. These records and documents are subject to review by JAC, subject to the attorney-client privilege and work-product privilege. Attorney may redact information from the records and documents only to the extent necessary to comply with the privilege.

3. Attorney shall maintain the records and documents in a manner that enables 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), Attorney shall deliver to JAC, or a designated agent, 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. Attorney'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. Attorney agrees to retain and make available for inspection and audit, all records and documents relating to services under this IFC Contract for a period of five (5) years from the date of final disposition of the case, withdrawal or discharge from the case, date of final payment on the case, or until all federal or state audits that may relate to each

payment are complete, whichever is later, unless ordered sealed by the court. This requirement applies to JAC and other state entities with authority to audit or review Attorney's records including, but not limited to, the Auditor General and the Office of Fiscal Integrity.

6. The refusal to allow JAC to inspect contemporaneous records as provided herein is a material breach of this IFC Contract.

7. JAC retains the authority to inspect Attorney's contemporaneous detailed records even after JAC has made payment. Upon conducting a post-payment review within five (5) years of final payment, if JAC determines Attorney has failed to maintain contemporaneous detailed records supporting payments, Attorney shall be liable for repaying JAC any amounts that cannot be substantiated notwithstanding any court order approving payment. In a judicial or other proceeding, any JAC determination that Attorney failed to maintain contemporaneous detailed records is presumed correct and Attorney must rebut this determination through clear and convincing evidence. 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 Attorney, or any other remedies available to a creditor by law. In a judicial or other proceeding, JAC's determination of the existence and amount of overpayment is presumed correct and Attorney must rebut any JAC determination through clear and convincing evidence.

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

9. The record retention requirements set forth in this IFC Contract are not exclusive. Attorney may have ethical or other obligations to maintain records beyond the period required under the IFC Contract.

## VII. TERMINATION

1. JAC shall have the right to terminate this IFC Contract immediately if, in its sole opinion, Attorney or Attorney's agents or employees fail to comply with the provisions of this IFC Contract. Such failure shall constitute a material breach of this IFC Contract by Attorney. In the event of breach of duty in a case by Attorney, Attorney shall not be entitled to payment of Attorney's due process costs and related expenses for work performed except by court order.

2. Prior to determining whether to terminate this IFC Contract, JAC may temporarily suspend the IFC Contract immediately, if, in its sole opinion, Attorney fails to comply with the provisions of this IFC Contract. A temporary suspension limits Attorney to reimbursement for due process costs only. JAC will not make direct payment to due process vendors during the term of the suspension. A temporary suspension shall remain in effect until lifted by JAC or this IFC Contract is terminated. The decision to temporarily suspend the IFC Contract shall in no way bar JAC from deciding to terminate the contract for the conduct resulting in the temporary suspension.

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

4. JAC, at its sole discretion, may suspend this IFC Contract pending Attorney's failure to maintain status in good standing with The Florida Bar for infractions that are curable.

#### VIII. MISCELLANEOUS PROVISIONS

1. If Attorney discovers any information that would raise a concern as to the ongoing indigency of the client, then the Attorney shall either advise the court and JAC of the changed circumstances or move to set aside the finding of indigency.

☐ Attorney shall comply with the requirements of Paragraph VI of the IFC Contract regarding retention and provision to JAC of contemporaneous detailed records.

☐ By signing this contract, Attorney certifies that Attorney has read, understands, and agrees to comply with the provisions of the IFC Contract.

ATTORNEY: XX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX  
Attorney Signature

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX  
Date

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\_\_\_\_\_

Type Name of Attorney  
Florida Bar Number  
Legal Entity (if applicable)  
Mailing Address  
City, State, and Zip Code  
Email address  
Telephone Number

**REMITTANCE DESIGNATION FOR REIMBURSEMENT OF COSTS OR RELATED EXPENSES TO ATTORNEY (ONLY NECESSARY IF ATTORNEY INTENDS TO SEEK PERSONAL REIMBURSEMENT FOR DUE PROCESS COSTS EXPENDED BY ATTORNEY. IF ATTORNEY INTENDS TO SEEK SUCH REIMBURSEMENT, THE ATTORNEY WILL NEED TO SUBMIT A SUBSTITUTE FORM W-9 TO DFS.).**

\_\_\_\_\_  
Name of Attorney or Legal Entity  
Federal Employer Identification Number\*

☐ Attorney hereby certifies that a Substitute Form W-9 has been submitted to DFS. All attorneys obtaining reimbursement from JAC for payment of court-authorized due process services are required to submit their Substitute Form W-9 on DFS' Vendor Website at <https://flvendor.myfloridacfo.com>.

☐ I certify I will not be seeking reimbursement for costs from JAC.

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

STATE OF FLORIDA, JUSTICE ADMINISTRATIVE COMMISSION

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

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX  
**Date**





THE STATE OF FLORIDA  
**JUSTICE ADMINISTRATIVE COMMISSION**

227 North Bronough Street, Suite 2100  
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## **Key Contractual Provisions (IFC Contract)**

In an effort to ensure all Indigent for Costs (IFC) Attorneys understand the expectations, requirements, and prohibitions described in the JAC IFC Contract, please review the following contractual provisions identified as key to the effective and efficient processing of payment.

JAC's foundational responsibilities include: 1) identifying and preventing fraud, waste, and abuse; 2) complying with state purchasing laws and rules; and 3) implementing best practices where applicable. In processing attorney and vendor invoices for payment, JAC must certify that the expense was necessary and meets all requirements. Because JAC neither procures nor receives the services for which it pays, JAC relies on the attorneys' and vendors' assurances for payment to be processed. JAC acknowledges that private sector attorneys and vendors are understandably not accustomed to state purchasing requirements in their private practice. However, please understand that the requirements and prohibitions described in the JAC IFC Contract are there to ensure that your and JAC's responsibilities have been met so your vendor's bills can be processed. The key contractual provisions include:

**Paragraph II(2):** Bars Attorney from billing for paralegal or secretarial work and overhead expenses such as postage, copying costs, phone charges, and computer equipment.

**Paragraph II(4):** Requires Attorney to provide JAC with the accounting filed under s. 27.52, F.S., and any resulting order.

**Paragraph II(5):** Requires Attorney to serve JAC with the motion, application for indigency, affidavit of attorney fees, and the charging document through *MyJAC* prior to a court declaring the defendant indigent for costs.

**Paragraph II(8):** Directs that a finding of indigency for costs is prospective only and that, in extraordinary circumstances, the date of indigency may only relate back as far as the date Attorney filed the written motion to declare the defendant indigent for costs.

**Paragraph II(12):** Requires Attorney to serve pleadings on JAC in the manner directed by the IFC Contract and JAC Policies and Procedures.

**Paragraph II(18):** For direct payment or reimbursement, requires Attorney to register for a *MyJAC* account and securely manage access to that account.

**Paragraphs II(20) to (22):** Requires Attorney to be a member in good standing of The Florida Bar; notify JAC of any disciplinary action related to an IFC case in which there has been a finding of probable cause or in which there has been a judicial finding of ineffective assistance of counsel; and notify JAC of any changes in status pertinent to the IFC Contract including employment by another state agency.

**Paragraphs II(24) and (27):** Specifies prohibited practices related to Attorney obtaining services from a due process vendor company owned by Attorney or a relative. Bars Attorney from soliciting or accepting anything of value from a due process vendor other than the services rendered by the due process vendor. Bars Attorney and a due process vendor from sharing any financial interest or from sharing office space.

**Paragraph III(4):** Authorizes JAC to recoup overpayments from Attorney.

**Paragraphs IV(1) to (3):** Directs that due process costs are the responsibility of Attorney and that any contract for due process costs is between Attorney and the due process vendor; JAC compensation for due process costs is at the legislatively established rates posted on JAC's website; direct payment to a due process vendor is at JAC discretion and requires Attorney and due process vendor compliance with their respective JAC Contracts.

**Paragraph IV(4):** Directs that, if a due process vendor does not have a Due Process Contract or is unwilling to bill JAC directly, Attorney will pay the vendor and JAC will reimburse the Attorney.

**Paragraph IV(5):** Attorney must approve or reject due process vendor billing in *MyJAC* as soon as possible and not more than ten days after notification that a billing has been submitted.

**Paragraph IV(8):** If Attorney intends to procure due process costs in excess of the established rates, Attorney must file a written motion setting forth the basis for higher rates and serve JAC.

**Paragraph IV(11):** Attorney is responsible for tracking the amount incurred by due process vendors and filing a motion for additional funds before the amount authorized is exhausted.

**Paragraph IV(25):** JAC does not prepay or provide retainer fees for due process costs. JAC payment is only made after the services have been rendered and required documentation is received.

**Paragraphs V(1) to (3):** Billings submitted more than 90 days after disposition of a case are subject to statutory penalties for untimely billing.

- 15 percent for billings not submitted within 90 days after disposition of a case;
- 50 percent for billings not submitted within 1 year after disposition of a case; and
- 75 percent for billings not submitted within 2 years after disposition of a case.

**Paragraph V(6):** Attorney shall submit all billings through the online *MyJAC* portal.

**Paragraph V(9):** Attorney shall not file a motion for payment of costs or related expenses until JAC completes review of a billing. A JAC Audit Deficiency does not constitute a JAC Letter of Objection and shall not be the basis for a motion for payment.

**Paragraph V(11):** Requires Attorney to provide JAC with 10 days' notice of motions related to JAC.

**Paragraphs VI:** Sets forth record keeping requirements including requiring Attorney to maintain contemporaneous detailed records sufficient for JAC to all costs expended; grants JAC authority to inspect those records subject to the attorney-client and work product privileges; requires Attorney to maintain those records in a fashion that facilitates JAC's review; requires Attorney to maintain those records for 5 years from final payment on a case; and authorizes JAC to recoup overpayments where Attorney has failed to maintain contemporaneous records notwithstanding a court order approving payment.