

ATTORNEY AGREEMENT FOR DUE PROCESS SERVICES FOR PERSONS WHO ARE INDIGENT FOR COSTS

This Agreement is entered into by and between the Justice Administrative Commission, an agency of the State of Florida (JAC), and _____ (Attorney) a private attorney or legal entity (Legal Entity), not court appointed, whose client or clients (Client) is indigent for costs pursuant to s. 27.52, F.S., or other provision of Florida law. This Agreement covers all clients of Attorney who are declared indigent for costs prior to the conclusion of the term of this Agreement. 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 Agreement supersedes and terminates all prior Agreements for Due Process Services for Persons Who Are Indigent for Costs.

I. TERM

The term of this Agreement shall be for a period beginning on the date of execution by JAC through June 30, 2012, unless terminated sooner as provided herein. If it becomes necessary to replace this Agreement with another Agreement, then the new Agreement shall supersede and terminate this Agreement. Cases for which the client was declared indigent for costs prior to the conclusion of the term of this Agreement that remain open beyond the term of this Agreement shall be subject to this Agreement unless superseded by another agreement.

II. SERVICES

1. Attorney contracts with JAC to pay for due process services, excluding attorney fees, reasonably required for Client's defense. JAC will not pay any due process costs until Attorney executes this Agreement and provides all documentation identified herein. JAC's obligation is contingent upon Attorney following JAC's Policies and Procedures for Indigent for Costs Counsel (hereinafter JAC Policies and Procedures) which is available under the Indigent for Costs section of the JAC website, www.justiceadmin.org. JAC will process bills for payment of due process services solely for Client in the above referenced case(s), 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, and JAC Policies and Procedures for due process fees and/or due process service providers. 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 provider. Overhead expenses include but are not limited to expenses associated with postage, internal or in-house copying, telephone charges including long distance and collect calls, and computerized research services such as Westlaw and Lexis/Nexis. Attorney shall not bill for purchase of office equipment, office supplies, legal materials, books, clothing, 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 Agreement, 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, s. 938.29, F.S., or s. 985.203, F.S. Pursuant to s. 27.52, F.S., if the Client is found guilty of a criminal act by a court or jury or enters a plea of guilty or nolo contendere and who received due process services after being found indigent for costs 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 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 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 business following entry of any such order.

5. To have a client declared indigent for costs, 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.
- 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. 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 5 business days' notice of any hearing on a motion to declare a client indigent for costs.

6. Within thirty (30) 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 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 30 days following final disposition.

7. Attorney acknowledges that any finding of indigency for 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. In extraordinary circumstances, the date of indigency for costs may relate back to the date Attorney filed the written motion to find the client indigent for costs.

8. 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.

III. DUE PROCESS COSTS

1. Attorney acknowledges and agrees that due process costs are the sole responsibility of Attorney. JAC is not privy to any agreement between Attorney and due process providers and in no way accepts responsibility or liability for quality of service, terms and conditions, or any other aspects of any agreement between Attorney and service providers.

2. Pursuant to s. 27.425 and s. 27.5305, F. S., the rates for due process services are established annually in the General Appropriations Act. To the extent that there are no rates adopted by the General Appropriations Act for a type of service in a particular judicial circuit, JAC may adopt maximum rates which will be posted on the JAC website. For purposes of this Agreement, the phrase "Established Rates" is defined as the rates established annually in the General Appropriations Act and the rates established by JAC where there are no rates established by the General Appropriations Act. The Established Rates are subject to change and may be amended from time to time during the course of this Agreement. 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 www.justiceadmin.org.

3. JAC, as a courtesy to Attorney and at the sole discretion of JAC, may make payment directly to due process providers who have executed a contract with JAC. Payment by JAC directly or by reimbursement to Attorney for due process services shall only be made if the billing procedures and rates sought are in compliance with Florida Statutes, applicable court 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 subject to absorbing 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.

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 vendor.

5. Attorney agrees to supply JAC with all necessary documentation required under this Agreement and JAC Policies and Procedures for JAC to process for payment any direct billings from due process providers. Attorney agrees to respond to any Billing Audit Deficiency related to a due process provider billing within 30 days of receipt of the Billing Audit Deficiency. The failure to provide necessary documentation required for payment of due process providers may result in JAC withdrawing the privilege of JAC making direct payment to due process providers. If Attorney or a due process provider fails to respond to a Billing Audit Deficiency or fails to provide necessary documentation within a reasonable period of time, then JAC may take appropriate action including, but not limited to, rejecting the bill for payment, issuing a letter of objection to payment, or paying the amount authorized pursuant to the Established Rates or applicable court order.

6. Except when prior court approval is not required pursuant to the express terms of the Florida Statutes or 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 an attorney from filing a motion seeking prior approval or authorization for due process costs. JAC is entitled to at least five business days' notice of any hearing set on a motion for due process costs. 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.

7. JAC shall have standing to contest the authorization for any due process costs and the amount of said due process costs. Attorney shall have the burden to establish that the due process costs are reasonable and necessary to the defense of the case.

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

9. A motion seeking authorization or additional funds for a private investigator, mitigation specialist, or an expert shall set forth the particularized need for the requested services based on the circumstances of the case.

10. 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.

11. 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.

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

13. As delineated in s. 57.081, F.S., an indigent shall receive the services of the courts, sheriffs, and clerks, with respect to pending proceedings, despite his or her present inability to pay for these services including filing fees; service of process; certified copies of orders or final judgments; a single photocopy of any court pleading, record, or instrument filed with the clerk; examining fees; mediation services and fees; subpoena fees and services; service charges for collecting and disbursing funds; and any other cost or service arising out of pending litigation. Attorney is responsible for ensuring compliance with the terms of 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 provider, for charges paid to the court, the sheriff or the clerk or court, in relation to services for which the indigent client was entitled to receive without prepayment pursuant to s. 57.081, F.S.

14. 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 providers willing to work on the case but none were willing to work at the rates established by law. 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.

15. Attorney shall not seek authorization from the court for out-of-state experts or mitigation specialists, absent a showing that there are no such providers 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 provider 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 provider. 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. The attorney shall submit a copy of the order to JAC.

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

17. 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 provider requires prepayment or a retainer, Attorney shall pay the amount and seek reimbursement only after the due process provider 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 provider at the appropriate hourly rate irrespective of the amount of the retainer.

18. JAC will not pay for any transcript that is not authorized by court order. The court order must be attached to the bill for said transcripts. Attorney must provide the court reporter with a copy of the order of appointment and the order authorizing the transcript. Upon receipt of a completed invoice from a court reporter, Attorney shall promptly review, sign, and forward the invoice to JAC for any bill in which JAC will directly pay the court reporter.

19. 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 original and one copy only. The order should reflect the name of the witness and the date of the deposition to be transcribed.

20. JAC may pay for the cost of one 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 pays for the first original transcript.

21. 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 invoice attributable to Attorney's error or omission. Attorney shall attempt to resolve any dispute between Attorney and any due process providers without JAC intervention.

22. For capital cases in which 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 sub-paragraph are in addition to the other requirements for due process services set forth in this Agreement.

23. Attorney shall not obtain due process services for his or her Client from a due process provider or other business entity of which Attorney or Attorney's spouse or child is an officer, partner, director, or proprietor or in which Attorney or Attorney's spouse or child, or any combination of them, has a material interest in any form whatsoever. 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 provider or other business entity who provides due process services to Attorney's Client.

IV. LICENSES/FLORIDA BAR MEMBERSHIP

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 Agreement. Attorney shall, throughout the term of this Agreement, be a member in good standing with The Florida Bar.

V. INDEPENDENT CONTRACTOR

The parties agree that this Agreement does not create the relationship of attorney and client between Attorney and JAC. This Agreement 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 terms of this Agreement. 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 Agreement. 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 Agreement.

VI. NO ASSIGNMENT

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

VII. BILLING REQUIREMENTS FOR REIMBURSEMENT OF DUE PROCESS COSTS

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

2. For cases for which disposition occurs on or after July 1, 2010 and where any bill is submitted to JAC more than 1 year after final disposition, in accordance with s. 27.5304, F.S., the allowable due process costs shall be reduced by 50 percent. The reduction is a contractual penalty for failing to submit a bill in a timely fashion as required by s. 27.5304, F.S. A bill shall not be deemed submitted to JAC until all of the documents required under JAC Policies and Procedures have been received by JAC.

3. For cases for which disposition occurs on or after July 1, 2010 and where any bill is submitted to JAC more than 2 years after final disposition, in accordance with

s. 27.5304, F.S., the allowable due process costs shall be reduced by 75 percent. The reduction is a contractual penalty for failing to submit a bill in a timely fashion as required by s. 27.5304, F.S. A bill shall not be deemed submitted to JAC until all of the documents required under JAC Policies and Procedures have been received by JAC.

4. For purposes of this Agreement, the term “disposition” means:

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

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

5. Attorney shall comply with all the requirements of this Agreement, Florida Statutes, JAC Policies and Procedures, Administrative Orders and applicable court orders, and shall submit requests for compensation on applicable JAC forms to obtain compensation for services rendered pursuant to this Agreement. The JAC Policies and Procedures are incorporated into this Agreement by reference and can be found at JAC’s website at www.justiceadmin.org. JAC Policies and Procedures may be amended from time to time during the course of this Agreement. It is Attorney’s sole responsibility to remain informed of changes and updates to JAC Policies and Procedures.

6. Attorney and/or Legal Entity shall designate who shall receive payment from JAC under this Agreement. Except for direct payments to due process providers as set forth above, payment by JAC under this Agreement 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.

7. Attorney requests for reimbursements of due process service provider fees, costs or 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’s fees, order declaring the client indigent for costs, the charging document, the vendor invoice and proof of payment, and a court order authorizing services. Attorney is responsible for certifying all invoices from a due process service provider.

8. Attorney shall not seek a court order for payment nor accept payment for a billing before JAC has completed review of a properly presented invoice. The JAC billing audit deficiency form is an instrument used to convey that a billing is deficient and does not serve as JAC’s Letter of Objection or No Objection to any billing submitted by Attorney. Attorney shall not file a motion for compensation based upon a billing audit deficiency form. 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. 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.

9. Attorney shall not seek compensation or reimbursement by JAC for costs or 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.

10. Except for witness fees authorized by law, Attorney shall not seek compensation or reimbursement by JAC for fees, costs, or expenses associated with being called as a witness in any proceeding related to his or her services under this Agreement including but not limited to motions for postconviction relief.

11. Attorney shall provide JAC with a minimum of five business days' notice of any hearing on a motion relating to due process costs.

12. Attorney agrees to not object or otherwise contest any request by JAC to appear telephonically at any hearing or other judicial proceeding related to due process costs or other reimbursable expenses.

VIII. RECORD RETENTION/AUDIT

Attorney shall keep contemporaneous detailed records to enable JAC to verify all costs and expenses paid under this Agreement. The records shall include supporting documentation necessary to adequately evaluate and substantiate payments made under this Agreement. Attorney agrees to retain and make available for inspection and audit at Attorney's place of business, upon reasonable notice, all books, statements, ledgers and other financial records relating to services under this Agreement for a period of five (5) years from the date of each payment, or until all Federal or State audits that may relate to each payment are complete for the applicable fiscal year, whichever is later, unless ordered sealed by the Court.

IX. ELECTRONIC COMMUNICATION AND ELECTRONIC FUNDS TRANSFER

1. Attorney shall maintain sufficient internet capability, including an e-mail account, to communicate with JAC under this Agreement. Attorney agrees to accept communications including billing audit deficiency forms and Letters of Objection or No Objection via e-mail.

2. Attorney agrees to accept legal pleadings including but not limited to responses to motions for attorney's fees, due process costs, or related expenses by e-mail. Attorney waives the mailing of any such legal pleadings as a prerequisite to legal service of any legal pleading received either by e-mail or by facsimile. Attorney agrees to provide JAC with an electronic copy of any legal pleading in the manner directed by JAC Policies and Procedures. A legal pleading including orders will not be deemed

served on JAC until an electronic copy has been provided in accordance with JAC Policies and Procedures.

3. 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.

X. TERMINATION

1. JAC shall have the right to terminate this Agreement immediately if, in its sole opinion, Attorney or Attorney's agents or employees fail to comply with the terms of this Agreement. Such failure shall constitute a material breach of this Agreement 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 expenses for work performed except by court order.

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

3. Except as provided for Paragraph 1, this Agreement shall terminate upon entry of an order discharging Attorney from further representation, or when Client is no longer indigent.

XI. 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 Agreement shall be governed by the laws of the State of Florida and the Florida Constitution.

2. Any action arising over any dispute over performance or other terms of this Agreement may only be maintained in the Florida state courts. Venue for all equitable or legal actions arising from or related to this Agreement wherein JAC or the State of Florida is a named party shall be in the appropriate state court in Leon County, Florida. The parties waive any right to jury trial.

3. For purpose of the applicable statute of limitation under general law, any cause of action for compensation in relation to process costs under this Agreement 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, that the court has entered a final appealable judgment, unless rendition of judgment is stayed by the filing of a timely motion for rehearing. The filing of a notice of appeal does not stay the time for submission of an intended billing; and

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

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

XII. SEVERABILITY

The terms and conditions of this Agreement shall be deemed to be severable. If any clause, term, or condition herein shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions. Notwithstanding any such determination, this Agreement 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 Agreement impossible to perform.

XIII. AMENDMENT OF AGREEMENT

This Agreement expresses the understandings of the parties concerning all matters covered. No changes or additions to this Agreement or the terms of this Agreement, 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.

XIV. MISCELLANEOUS PROVISIONS

1. Attorney shall provide JAC any pleading, motion, or other legal document a minimum of five business days before any hearing on said pleading, motion, or other legal document. Attorney shall provide JAC copies of all attachments to said pleading, motion, or other legal document.

2. Attorney shall affix Attorney's name and bar number on all communications addressed to JAC. Attorney shall keep JAC informed at all times of Attorney's current name, address, telephone and facsimile numbers, email address and tax identification number. Notification of changes shall be provided in writing to JAC. Attorney shall be responsible for keeping JAC informed of the name, address, telephone and facsimile numbers, email address and tax identification number of due process service providers utilized by Attorney.

3. 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.

4. 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 providers, 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 the 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. 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 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.

XV. ENTIRE AGREEMENT

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

XVI. THIS AGREEMENT CONSTITUTES A UNIFORM STATEWIDE AGREEMENT PROMULGATED BY JAC PURSUANT TO S. 27.40, F.S. THIS AGREEMENT MAY NOT BE ALTERED, MODIFIED OR AMENDED EXCEPT THROUGH A SEPARATE AGREEMENT EXECUTED BY ATTORNEY [VENDOR] AND AN AUTHORIZED REPRESENTATIVE OF JAC. IF ANY TERM OF THIS AGREEMENT IS ALTERED, MODIFIED, AMENDED OR OTHERWISE CHANGED TO DEVIATE FROM THE TERMS OF THE UNIFORM STATEWIDE AGREEMENT PROMULGATED BY JAC, THEN THIS AGREEMENT 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 AGREEMENT. PERFORMANCE BY JAC UNDER THIS AGREEMENT SHALL UNDER NO CIRCUMSTANCES WAIVE THIS PROVISION.

Please check here if Attorney has already registered for Electronic Funds Transfer/Direct Deposit through the Department of Financial Services.

ATTORNEY:

| | |
|-----------------------------|------------------------------|
| _____ Attorney Signature | _____ Date |
| _____ _____ | Type Name of Attorney |
| _____ _____ | Florida Bar Number |
| _____ _____ | Legal Entity (if applicable) |
| _____ _____ | Mailing Address |
| _____ _____ | City, State and Zip Code |
| _____ _____ | Email address |
| _____ _____ | Telephone Number |
| _____ _____ | Fax 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
Tax Identification Number *

Federal Tax I.D. Social Security Number

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

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

STATE OF FLORIDA, JUSTICE ADMINISTRATIVE COMMISSION

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

Date