

**CONTRACT FOR PAYMENTS RELATED TO ATTORNEY SERVICES  
PROVIDED TO CAPITAL COLLATERAL DEFENDANTS  
(HEREINAFTER CAPITAL COLLATERAL REGISTRY CONTRACT)  
(FISCAL YEAR 2023-24)**

This Capital Collateral Registry Contract entered into by and between the Justice Administrative Commission, a Commission of the State of Florida (JAC), and \_\_\_\_\_ an attorney (Attorney), for the representation of the indigent person convicted of murder and sentenced to death. For purposes of this Capital Collateral Registry Contract, Attorney means any individual attorney approved pursuant to ss. 27.703, 27.710, and 27.711, F.S., to provide legal services for indigent persons in postconviction capital collateral cases. For compensation and tax reporting purposes, payments pursuant to this Capital Collateral Registry Contract shall be made payable only to the holder of the tax identification (Tax ID) number designated at the end of this Capital Collateral Registry Contract. Unless a waiver is granted, 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. Payment by JAC under this Capital Collateral Registry Contract may only be made to the undersigned Attorney or the Legal Entity designated below.  
(Legal Entity) \_\_\_\_\_.

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

This Capital Collateral Registry Contract supersedes and terminates all prior Agreements or Contracts for Payments Related to Attorney Services Provided to Capital Collateral Defendants between Attorney and JAC or the Department of Financial Services (DFS) for court appointments pursuant to ss. 27.703, 27.710, and 27.711, F.S. The terms of this Capital Collateral Registry Contract shall apply to all private court-appointments made pursuant to ss. 27.703, 27.710, and 27.711, F.S., through the termination date of this Capital Collateral Registry Contract including appointments made under prior Contracts or Agreements. The terms of this Capital Collateral Registry Contract shall apply to all billings submitted by the Attorney subsequent to effective date of this Capital Collateral Registry Contract regardless of whether the services were incurred prior to the effective date of this Capital Collateral Registry Contract.

**I. TERM**

The term of this Capital Collateral Registry Contract shall be for a period beginning on the date of execution of the Capital Collateral Registry Contract by JAC through June 30, 2024, unless terminated sooner as provided herein. If it becomes necessary to replace this Capital Collateral Registry Contract with another Capital Collateral Registry Contract, then the new Capital Collateral Registry Contract shall supersede and terminate this Capital Collateral Registry Contract. If Attorney fails to execute the Capital Collateral

Registry Contract on an annual basis, Attorney's name shall be removed from the JAC Capital Collateral Registry, rendering Attorney ineligible for appointment to new capital collateral postconviction cases.

## II. SERVICES AND GENERAL CONDITIONS

### **SERVICES**

1. Attorney contracts with JAC to immediately undertake representation of the Client named above in collateral proceedings challenging his or her conviction and sentence of death. Attorney affirms that he or she is: a member in good standing of the Florida Bar; has complied with the requirements of ss. 27.704(2) and 27.710(1), F.S., and Fla. R. Crim. P. 3.112(k). Attorney further certifies that following appointment to a case he or she intends to continue the representation under the terms and conditions set forth in this Capital Collateral Registry Contract until the sentence is reversed, reduced, or carried out, or until released by order of the trial court, at which time this Capital Collateral Registry Contract shall terminate.

2. Attorney shall personally perform the legal services required for the case. Attorney shall at all times comply with all requirements of the Florida Statutes, the Rules of Professional Conduct, the Rules Regulating The Florida Bar, any other applicable rules and the practice and procedures of courts within the scope of representation. Attorney may not reassign or subcontract any appointed case or portion thereof to another attorney or bill for work performed by another attorney except for a single attorney designated pursuant to s. 27.711, F.S. (Designated Assistant Attorney). This limitation on subcontracting, reassigning, or billing shall include associates or partners of Attorney's law firm regardless of whether the associate or partner is on the Capital Collateral Registry. Attorney affirmatively waives the right to seek compensation for work performed by any other attorney except for a single attorney designated pursuant to s. 27.711, F.S. Attorney shall not bill 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 clerical or secretarial work, or work of a similar nature, performed by Attorney. 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 the purchase of computer equipment including portable flash and hard drives, portable devices including MP3 players, office equipment, office supplies, legal materials, books, clothing, personal items, haircuts, manicures, or other such personal services for Client. Attorney may only be compensated for services reasonably necessary for defense of the case.

3. Attorney shall provide Client all professional legal services reasonably required related to case-related pending matters from the time of appointment through conclusion. When appropriate, Attorney agrees to take such other action as may be required to

protect Client's interests in accordance with Florida and Federal Rules of Procedure and any other applicable provisions of state and federal laws.

4. Attorney shall provide competent representation to Client.

5. Except as provided in this Capital Collateral Registry Contract, Attorney agrees to complete all cases assigned to Attorney, even though completion of the case may occur beyond the term of this Capital Collateral Registry Contract. Compensation for cases that remain open beyond this Capital Collateral Registry Contract shall be subject to this Capital Collateral Registry Contract unless superseded by another Capital Collateral Registry Contract. Unless the court discharges Attorney or allows Attorney to withdraw, Attorney shall complete the case to final disposition. If Attorney seeks to withdraw from a case, Attorney shall serve JAC with the motion to withdraw.

### **CASE OPENING**

6. Upon appointment to a case, Attorney shall open a capital collateral case through the MyJAC case opening system by submitting a copy of the court's order of appointment that clearly indicates the name of the judge, the style of the case, and the case number; and a copy of the Florida Supreme Court opinion affirming the sentence of death.

### **TRAVEL EXPENSES**

7. To obtain reimbursement for travel expenses for Attorney, due process vendors, or witnesses, Attorney must follow the requirements set forth in s. 112.061, F.S.; the 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 Attorney or a due process 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.

8. Attorney travel should be limited to travel necessary for the defense of the case. Attorney should consider alternatives to attorney travel whenever feasible. For

depositions for which appearing in person would result in significant travel expenses or travel time, Attorney should consider alternatives to appearing in person such as conducting the deposition through the use of communication equipment including video conferencing technology or telephones.

9. 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 are 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, 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**

10. Service of motions, orders, and other pleadings shall be served in the manner directed by the Capital Collateral Registry Contract and JAC Policies and Procedures. 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 Registry Contract and the JAC Policies and Procedures.

#### **COMMUNICATIONS WITH JAC**

11. Attorney shall maintain sufficient internet capability, including an email account, to communicate with JAC. Attorney agrees to accept communications including billing Audit Deficiency Notices (Audit Deficiency) and Letters of Objection or No Objection via email. Any email address registered with JAC must belong to Attorney, Legal Entity, or other persons directly affiliated with Attorney's firm or practice.

12. 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.

13. 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, telephone and facsimile numbers, email address, and Tax ID number. Notification of changes shall be provided to JAC in *MyJAC*. Attorney shall be responsible for keeping JAC informed of the name, address, telephone and facsimile numbers, email address, and Tax ID number of due process vendors utilized by Attorney.

14. Attorney agrees to provide JAC with an electronic copy of any legal pleading in the manner directed by JAC Policies and Procedures. Any motion, order, or other legal pleadings for which JAC is an interested party shall be served in the manner directed by the JAC Capital Collateral Registry Contract and JAC Policies and Procedures. 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 JAC Capital Collateral Registry Contract and JAC Policies and Procedures. Legal pleadings, including orders, will not be deemed served on JAC until an electronic copy has been provided in accordance with JAC Policies and Procedures. Any response to a billing audit deficiency shall be submitted via *MyJAC*. 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.

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

16. JAC provides a secure website, *MyJAC*, through which Attorney and any authorized representative(s) must open new cases, submit billings, and execute contracts with JAC. Attorney may also track billings through *MyJAC*. Attorney is responsible for registering for an account on *MyJAC*. Attorney will only allow persons authorized by Attorney to have access to the 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 taking action necessary to maintain security of Attorney's *MyJAC* account including, but not limited to, changing passwords for that 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***

17. 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***

18. Attorney represents that he or she is a member in good standing of The Florida Bar and meets at least the minimum experience and continuing education requirements as established pursuant to ss. 27.704 and 27.710, F.S., and Fla. R. Crim. P. 3.112(k).

19. Attorney shall notify JAC of any disciplinary action against Attorney or Legal Entity where probable cause has been found within thirty (30) days of the finding. Attorney shall notify JAC of all appointed cases in which there is a judicial finding that Attorney provided ineffective assistance of counsel within thirty (30) days of the finding.

20. Attorney shall notify JAC of any change in status or information pertinent to the Capital Collateral Registry 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 a court-appointed registry or case, pending criminal charges, and contact information. JAC may suspend or terminate the Capital Collateral Registry Contract for failure to maintain attorney qualifications pursuant to the terms of the Capital Collateral Registry Contract.

21. 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 Capital Collateral Registry Contract. Attorney shall, throughout the term of this Capital Collateral Registry Contract, be a member in good standing with The Florida Bar.

#### ***CERTIFICATION OF CASELOAD***

22. By executing this Capital Collateral Registry Contract Attorney certifies that he or she is counsel of record in not more than ten (10) capital collateral postconviction proceedings as provided in s. 27.711(9), F.S.

#### ***CERTIFICATION OF CONTINUING LEGAL EDUCATION***

23. By executing this Capital Collateral Registry Contract, Attorney certifies that he or she has attended within the last year a continuing legal education program of at least ten (10) hours duration devoted specifically to the defense of capital cases, if available. Continuing legal education programs meeting the requirements of this rule offered by The Florida Bar or another recognized provider and approved for continuing legal education credit by The Florida Bar shall satisfy this requirement. The failure to comply with this requirement may be cause for removal from the Registry until the requirement is fulfilled, as provided in s. 27.710(1), F.S.

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

24. The parties agree that this Capital Collateral Registry Contract does not create the relationship of attorney and client between Attorney and JAC. This Capital Collateral Registry 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 terms of this Capital Collateral Registry 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 Capital Collateral Registry 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 Capital Collateral Registry Contract.

### ***NO PROHIBITION ON PRIVATE PRACTICE***

25. Nothing in this Capital Collateral Registry Contract shall preclude Attorney from representing privately retained clients provided that no private case shall be accepted that is likely to cause a conflict of interest with a case appointed to Attorney under this Capital Collateral Registry Contract.

### ***PROHIBITED PRACTICES***

26. Attorney shall not obtain due process services for Client from a due process vendor or other business entity of which Attorney or Attorney's parent, spouse, child, or sibling, is an officer, partner, director, or proprietor or in which Attorney or Attorney's parent, spouse, child, or sibling, or any combination of them, has a material interest in any form whatsoever. Attorney shall also not obtain due process services for Client 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 of property. Attorney shall not share office space with a due process vendor providing due process services to Client. 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 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 Client.

27. 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.

28. 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***

29. 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 Capital Collateral Registry Contract shall be governed by the laws of the State of Florida and the Florida Constitution.

30. The delay or failure by JAC to exercise or enforce any of its rights under the Capital Collateral Registry 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.

31. Any action arising over any dispute over performance or other terms of this Capital Collateral Registry Contract may only be maintained in Florida state court. Venue for all equitable or legal actions arising from or related to this Capital Collateral Registry 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.

32. For purpose of the applicable statute of limitations under general law, any cause of action for compensation in relation to attorney fees and costs, investigative and miscellaneous expenses, or related expenses for a court-appointed case accrues on the date the case reached final disposition. For purposes of this paragraph final disposition means until the sentence of death is reversed, reduced, or carried out, or until Attorney is released by order of the trial court.

33. Attorney waives the right to seek compensation either directly or indirectly on behalf of due process vendors in relation to attorney fees, due process costs, or related expenses once the statute of limitation has expired.

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

34. JAC shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of JAC or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond JAC's control. In case of any delay JAC believes is excusable, JAC shall notify Attorneys and Due Process Vendors 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**

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

#### **NO ASSIGNMENT**

36. Attorney shall not delegate or assign this Capital Collateral Registry Contract or compensation owed to Attorney under this Capital Collateral Registry Contract. Attorney shall not assign or delegate any duties or work to another attorney unless that attorney is designated pursuant to s. 27.711, F.S., to the case. Attorney shall not bill for services rendered by another attorney and affirmatively waives the right to seek compensation for work performed by any other attorney except for a single attorney designated pursuant to s. 27.711, F.S.

#### **ELECTRONIC SIGNATURES**

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

#### **ENTIRE CONTRACT**

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

39. The Capital Collateral Registry Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between JAC and Attorney. The Capital Collateral Registry 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.

40. This Capital Collateral Registry Contract constitutes a uniform statewide contract promulgated by JAC pursuant to ss. 27.710 and 27.711, F.S. This Capital Collateral Registry Contract may not be altered, modified, or amended except through a separate contract executed by attorney and an authorized representative of JAC. If any term of this Capital Collateral Registry Contract is altered, modified, amended, or otherwise changed to deviate from the terms of the uniform statewide contract promulgated by JAC, then this Capital Collateral Registry Contract is void *ab initio* in its entirety notwithstanding any execution by an authorized representative of JAC. Alterations, modifications, or amendments include any handwritten or typographical change or deviation of any of the terms of the uniform statewide contract. Performance by JAC under this Capital Collateral Registry Contract shall under no circumstances waive this provision.

### III. COMPENSATION

#### **GENERAL COMPENSATION PROVISIONS**

1. Attorney shall be paid in accordance with the provisions of s. 27.711(4)–(6), F.S. Attorney understands and agrees that in accordance with the provisions of s. 27.711(3), F.S., these provisions constitute the exclusive means of compensation hereunder except that, when appropriate, Attorney must seek further compensation from the Federal Government, as provided in 18 U.S.C. s. 3006A or other federal law, in habeas corpus litigation in federal courts.

2. Attorney shall designate who shall receive payment from JAC under this Capital Collateral Registry Contract. Payment by JAC under this Capital Collateral Registry Contract may only be made to Attorney. Attorney 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.

3. Attorney shall not seek compensation or reimbursement by JAC for fees, 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 fees, costs, or related expenses.

4. 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 his or her services under this Capital Collateral Registry Contract including, but not limited to, motions for postconviction relief.

#### **OVERPAYMENTS**

5. Overpayments by JAC of attorney fees, costs, or related expenses are subject to full recovery by JAC. The method of recovery is at the discretion of JAC and may include,

but not be limited to, offsets against future payments, direct reimbursement of overpayment to JAC by Attorney, or any other remedies available to a creditor by law.

### **LEGISLATIVE APPROPRIATIONS**

6. The State of Florida and JAC's performance and obligation to pay under this Capital Collateral Registry Contract are contingent upon an annual appropriation by the Legislature. Further, JAC's performance under this Capital Collateral Registry Contract is also contingent upon compliance by Attorney with JAC Policies and Procedures for Capital Collateral Private Court-Appointed Counsel.

### **COMPENSATION IN EXCESS OF STATUTORY LIMITATIONS**

7. The procedures set forth in this Capital Collateral Registry Contract constitute the sole method by which Attorney can seek compensation. Attorney acknowledges and accepts that JAC has the right to an evidentiary hearing for any case in which Attorney seeks to exceed statutory and contractual limitations or where JAC has other substantive concerns regarding the intended billing.

## **IV. INVESTIGATIVE FEES AND MISCELLANEOUS EXPENSES**

### **GENERAL PROVISIONS**

1. Attorney acknowledges and agrees that investigative fees and miscellaneous expenses 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. The rates applicable for criminal cases shall be applicable to services rendered pursuant to this Capital Collateral Registry Contract unless superseded by general law. 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 Capital Collateral Registry 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 Capital Collateral Registry 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 sole 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 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 agrees to supply JAC with all necessary documentation required under this Capital Collateral Registry 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 billing Audit Deficiency related to a due process vendor billing within thirty (30) days of receipt of a billing 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 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. 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 terms of the Florida Statutes, the General Appropriations Act, or JAC Policies and Procedures, a motion for investigative fees or miscellaneous expenses must be served upon JAC prior to a court entering an order authorizing or otherwise approving expenses. 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 expenses. JAC is entitled to at least five (5) business days' notice of any hearing set on a motion for expenses unless JAC affirmatively consents to a lesser amount of notice. JAC's failure to respond to a motion for expenses shall not be deemed a waiver of JAC's right to be heard regarding the authorization for expenses. 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 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 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 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) providers 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 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 the authorization for any expenses and the amount of said expenses. Attorney shall have the burden to establish that the expenses are reasonable and necessary to the defense of the case.

10. Any order authorizing the procurement of due process services must list the service(s) to be provided, the compensation rates for the 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, 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. Pursuant to ss. 27.7081 and 28.345, F.S., Attorney is exempt from all court-related fees and charges assessed by the clerks of circuit courts. As delineated in s. 57.081, F.S., an indigent person shall receive the services of the courts, sheriffs, and clerks, with respect to pending proceedings, despite his or her present inability to pay for these services including filing fees; service of process; certified copies of orders or final judgments; a single photocopy of any court pleading, record, or instrument filed with the clerk; examining fees; mediation services and fees; subpoena fees and services; service charges for collecting and disbursing funds; and any other cost or service arising out of pending litigation. Attorney is responsible for ensuring compliance with the terms of ss. 28.345 and 57.081, F.S., including, but not limited to, (1) providing necessary documentation to the clerk or sheriff and (2) filing appropriate motions with the trial court

to obtain such services pursuant to the exemption or without prepayment. JAC shall not reimburse 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 Attorney was statutorily exempt pursuant to s. 28.345, F.S., or the indigent client was entitled to receive without prepayment pursuant to s. 57.081, F.S.

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 vendor invoice 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.

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

15. Signing the Invoice/Voucher Cover for a due process vendor is not a ministerial act. By signing the Invoice/Voucher Cover, 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/Voucher Cover are an accurate representation of the due process services received by Attorney. If Attorney knew or should have known that the information contained on an Invoice/Voucher Cover was inaccurate at the time Attorney executed the Invoice/Voucher Cover 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***

16. 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. 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 (1) original hard copy of any transcript in addition to any electronic copies.

17. 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 the witness and the date of the deposition to be transcribed.

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

### **INVESTIGATOR SERVICES**

19. Attorney acknowledges that any private investigator retained to provide 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.

20. 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. A private investigator providing services on a case shall not provide expert or mitigation specialist services on the same case.

### **PROCESS SERVERS**

21. 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***

22. 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 proceedings before a general magistrate.

### ***OUT-OF-STATE PROVIDERS***

23. 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 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 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. Attorney shall submit a copy of the order to JAC.

### ***RETAINERS***

24. JAC shall not prepay or provide a retainer for investigative or miscellaneous expenses. Attorney shall not seek to have JAC prepay or provide a retainer for any due process vendor or service. If a due process vendor requires prepayment or a retainer, Attorney shall pay the amount and seek reimbursement only after the 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.

### ***PUBLIC RECORDS***

25. 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 fees 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 ATTORNEY FEES, COSTS, AND RELATED EXPENSES

**TIMELY SUBMISSION**

1. Attorney shall submit to JAC all bills for attorney fees or related expenses within ninety (90) days after final disposition of a billing stage. All bills must be accompanied by the appropriate JAC Invoice/Voucher Cover.
2. For purposes of this Capital Collateral Registry Contract, the term “disposition” means the end of a billing stage as provided in s. 27.711, F.S., or when the sentence of death is reversed, reduced, or carried out, or when Attorney is released by order of the trial court.

**BILLING SUBMISSION**

3. Attorney shall comply with all the requirements of this Capital Collateral Registry Contract, Florida Statutes, JAC Policies and Procedures for Capital Collateral Private Court-Appointed Counsel, 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 Capital Collateral Registry Contract. JAC Policies and Procedures for Capital Collateral Private Court-Appointed Counsel are incorporated into this Capital Collateral Registry Contract by reference and can be found on JAC’s website at

[https://www.justiceadmin.org/court\\_app\\_counsel/capitalcollateral.aspx](https://www.justiceadmin.org/court_app_counsel/capitalcollateral.aspx).

Attorney agrees to be bound by JAC Policies and Procedures in effect on the effective date of this Capital Collateral Registry Contract and as they may be amended from time to time during the course of this Capital Collateral Registry Contract. It is Attorney’s sole responsibility to remain informed of changes and updates to JAC Policies and Procedures for Capital Collateral Private Court-Appointed Counsel.

4. Attorney shall submit any billing for payment of attorney fees and/or reimbursement of due process costs and related expenses through the Online Billing Submission system located on MyJAC. Attorney shall use a unique invoice number for each billing submitted to JAC. 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.
5. Attorney shall bill for all cases under one Tax ID number. Attorney shall execute a new contract if Attorney changes Tax ID number or moves to a new firm. Any sharing of compensation with prior firms or future firms is the responsibility of Attorney and Legal Entity.

6. Attorney invoices for fees, costs, or related expenses shall be supported by documentation that includes, but is not limited to, the Order of Appointment and the disposition documents. For appeals, Attorney shall supply a paper or electronic copy of the briefs filed by Attorney in the case.

7. 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. Attorney is also responsible for verifying that the case has reached a billable stage and to submit the billing in an amount consistent with contractual and statutory requirements. Repeated failures to submit billings that comport with statutory and contractual requirements constitute good cause for JAC to terminate this Capital Collateral Registry Contract.

8. If Attorney provides services related to more than one case, Attorney shall apportion the time spent among all the cases to which the services related regardless of how the cases are billed. If Attorney is in court on multiple cases, the time spent shall be apportioned among all the cases regardless of the manner in which the cases are billed.

9. If Attorney has accrued more than \$25,000 in unbilled attorney fees, Attorney should submit an interim billing to JAC, unless Attorney reasonably anticipates this case will reach the conclusion of a stage under s. 27.711(4), F.S., within six (6) months.

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

10. 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 Notice 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. Attorney shall not file a motion for attorney fees, costs, and/or related expenses 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.

11. Any Letter of Objection or No Objection, or Audit Deficiency Notice 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.

## **NON-BILLABLE ADMINISTRATIVE ACTIVITIES**

12. Administrative activities do not constitute services for which Attorney may seek compensation. For purposes of this Capital Collateral Registry Contract, administrative activities include, but are not limited, to the following:

- a. Services performed by support staff, paralegals, law clerks, and secretaries.
- b. Time related to or in furtherance of billing, or time related to defending a disputed bill.
- c. Time spent reviewing invoices of due process vendors.
- d. Time spent preparing motions for attorney fees and costs, investigative and miscellaneous expenses, and time spent in hearing on said motions.
- e. Time spent on activities not reasonably related to the merits of the underlying case including time spent preparing and reviewing routine pleadings and documents (such as notices of hearing and depositions, notices of unavailability, subpoenas, and returns of service); calendaring hearings and setting depositions; and providing instructions to staff.
- f. Time spent on office or administrative functions including secretarial and administrative work performed by any person, including Attorney.
- g. Time spent defending against a Bar complaint, 3.850 motion, or other grievance filed by the Client.
- h. Time spent on any other activity not reasonably related to the defense of the case.
- i. Time spent on correspondence with JAC and conversations with JAC personnel.

**Attorney agrees not to seek hourly compensation for any such services including, but not limited to, the services listed above.**

## **HEARINGS ON MOTIONS**

13. Attorney shall provide JAC with a minimum of five (5) business days' notice of any hearing on a motion relating to attorney fees, 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 to 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.

14. 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 the attorney's appointment, attorney fees, costs, or related expenses.

15. 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 in the matter. Attorney shall also provide any and all documentation that Attorney intends to provide to the court in support of a motion for compensation in excess of the flat fee or statutory maximums. Attorney shall also provide a written report from any expert that Attorney intends to use as a witness at the evidentiary hearing on said motion. Failure to provide JAC with said documentation or written report shall be deemed a waiver of the right to present said documentation or expert at the evidentiary hearing.

#### **HOURLY BILLING REQUIREMENTS**

16. Pursuant to the requirements of s. 27.711, F.S., and this Capital Collateral Registry Contract, prior to filing a motion for an order approving any payment under this Capital Collateral Registry Contract, Attorney shall submit to JAC an intended billing which shows time expended and expenses incurred set forth in sufficient detail for a proper audit thereof.

17. The Capital Collateral Invoice/Voucher Cover is essential for the satisfactory submission of any request for attorney fees and costs. Attorney must appropriately complete, execute, and submit the applicable Invoice/Voucher Cover, as well as all necessary supporting documents.

18. Attorney shall itemize legal services (itemized in tenths of an hour increments) and certify the time. By executing the applicable Capital Collateral Invoice/Voucher Cover available on the JAC website, Attorney is certifying under oath that Attorney or Designated Assistant Attorney has completed the work listed in the itemized statement. The JAC Invoice/Voucher Cover is the functional equivalent of a verified pleading and should be read and reviewed with the same degree of diligence as such a pleading.

19. Attorney shall also provide an hourly statement that comports with the requirements set forth in JAC Policies and Procedures for Capital Collateral Private Court-Appointed Counsel. Attorney shall only bill in hours and tenths of hours and services shall be listed in chronological order beginning with the date of Attorney's appointment to the case. The hourly statement shall include a single entry for in-court time and a single entry for out-of-court time for each date billed. Attorney shall bill the actual amount of time spent

on each date billed rounded to the nearest tenth of an hour. When Attorney includes multiple services in a single entry, the amount of time attributable to each service shall be indicated in the description of the services. Attorney shall provide a detailed description for each service or activity listed on the invoice including, but not limited to, the date of service, the increment of time associated with the service or activity, the identification of documents and materials, the number of pages, and the names of deponents and witnesses interviewed, as applicable. If the reported activity involves more than one assigned case, Attorney's time shall be apportioned, as appropriate, among the cases. In no event may Attorney's time exceed the total actual clock time required for the reported activity. Attorney shall also provide a copy of the court's progress docket. Attorney shall not bill for services in a single entry across multiple dates. Attorney shall not bill for more than ten (10) hours on a single date or more than fifty (50) hours in a calendar week without providing an explanation justifying those hours. The explanation must include the total number of hours billed or to be billed across all cases and an explanation of the particularized need to work these additional hours. Attorney is solely responsible for tracking the number of hours worked across all cases billed through JAC.

For billings above the statutory cap, Attorney shall identify the factual and legal issues, in a separate explanatory statement attached to the JAC voucher cover, that render the case extraordinary and unusual, and thus make the case eligible for compensation above the statutory cap pursuant to Florida law. This statement shall include, but not be limited to, the number of witnesses, the number of days of any evidentiary hearing, and the complexity of the factual and legal issues presented to the court. This statement is subject to the Attorney Certification included on the JAC voucher cover and executed by Attorney.

20. A motion for an order approving payment of attorney fees in excess of the limits prescribed in s. 27.711, F.S., must include a copy of the intended billing; the explanatory statement establishing the extraordinary and unusual efforts provided by Attorney; all other necessary documentation that was supplied to JAC; and JAC's letter stating its objection(s). Attorney shall make a good faith effort to resolve any objections or concerns raised by JAC either prior to filing a motion or in the motion.

21. When billing for in-court time, Attorney shall only bill for time providing services related to the merits of the case, such as time spent in hearing before the court, reviewing case-related documents, or Client or witness interviews. Attorney may also bill an appropriate amount for wait time not to exceed thirty (30) minutes (0.5 hours). If Attorney anticipates that the hearing will potentially involve a substantial amount of wait time exceeding thirty (30) minutes (0.5 hours), Attorney is responsible for bringing work on the case or another case so that the time can be used in a productive manner. For services rendered on or after July 1, 2022, Attorney shall provide a detailed explanation for any request in excess of one (1) hour for routine hearings including, but not limited to, calendar calls, status conferences, and pre-hearing conferences. For services rendered on or after July 1, 2022, Attorney waives the right to seek any compensation in excess of one (1) hour if Attorney fails to provide a detailed explanation for routine hearings in the billing submitted to JAC.

## VI. RECORD RETENTION/INSPECTION

1. Attorney shall keep contemporaneous detailed records to enable JAC to verify all costs, expenses, and Attorney's time expended representing Client in the case appointed under this Capital Collateral Registry Contract. The records shall include supporting documentation necessary to adequately evaluate and substantiate payments made under this Capital Collateral Registry Contract. JAC Policies and Procedures set forth the general requirements for supporting documentation. Attorney shall also maintain appropriate documentation, including contemporaneous and detailed hourly accounting of time spent representing Client. If Attorney fails to maintain such contemporaneous and detailed hourly records, Attorney waives the right to seek compensation in excess of statutory limitations.
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 a particular case, Attorney shall deliver to JAC, or a designated agent, copies of any and all contemporaneous billing records related to that case 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, provide, and/or 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 Capital Collateral Registry Contract for a period of five (5) years from the date of final disposition or date of payment, whichever is later, or until all federal or state audits that may relate to each payment are complete for the applicable fiscal year, whichever is later, unless ordered sealed by the court. This requirement applies to JAC and other state entities with authority to audit or review Attorney's records including, but not limited to, the Auditor General and the Office of Fiscal Integrity. For purposes of this subparagraph, fourteen (14) days' notice shall be deemed reasonable notice. The failure to allow JAC to inspect such records upon reasonable notice shall be deemed a refusal to allow JAC to inspect those records as to any unpaid case that was pending as of the date of the inspection.
6. If Attorney fails, refuses, or declines to permit JAC to review documentation for a case as provided in this paragraph, Attorney waives the right to seek, and JAC shall not pay, compensation for that case until JAC has been provided access to documentation.

The refusal to allow JAC to inspect contemporaneous records as provided herein is a material breach of this Capital Collateral Registry Contract.

7. A finding by JAC that Attorney waives the right to seek compensation for failing to maintain detailed and contemporaneous records or for failing to allow JAC to inspect those records shall be presumed to be valid, unless a court concludes that JAC's finding is not supported by competent and substantial evidence.

8. 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 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. Any payment for attorney fees, 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.

9. 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.

## VII. TERMINATION

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

2. Upon thirty (30) days written notice, JAC or Attorney may, without cause, terminate this Capital Collateral Registry Contract. Following termination of this Capital Collateral Registry Contract pursuant to this paragraph, if Attorney is permitted by the court to withdraw from appointed cases, Attorney will be compensated pursuant to ss. 27.703, 27.710, and 27.711, F.S.

3. Attorney is not eligible for any new appointments to cases in the event of termination of this Capital Collateral Registry Contract, unless JAC executes a new

Capital Collateral Registry Contract with Attorney. Attorney shall notify the court of the termination of this Capital Collateral Registry Contract.

4. Notice of termination of this Capital Collateral Registry Contract must be in writing and sent via email to pleadings@justiceadmin.org, the email address designated pursuant to this contract. Any notice of suspension of this Capital Collateral Registry Contract by JAC or termination of same by either JAC or Attorney shall be copied to the court.

5. JAC, at its sole discretion, may suspend this Capital Collateral Registry Contract pending Attorney's failure to maintain status in good standing with The Florida Bar for infractions that are curable. Attorney shall notify the court of the suspension of this Capital Collateral Registry Contract.

#### VIII. MISCELLANEOUS PROVISIONS

1. Attorney agrees to be responsible for the management and direction of all legal services pursuant to this Capital Collateral Registry Contract.

2. Within thirty (30) days of a change of affiliation of Attorney from Legal Entity, this Capital Collateral Registry Contract may be terminated.

3. For the purposes of this Capital Collateral Registry Contract, the term "case" shall be defined as the matter assigned a case number by the clerk of court to the Client. However, assignment of a case number solely for tracking purposes by the clerk may not constitute a case for payment purposes.

4. If Attorney discovers any information that would raise a concern as to the ongoing indigency of the Client, then Attorney shall either advise the court and JAC of the changed circumstances or move to withdraw.



Attorney certifies that he/she has registered for Electronic Funds Transfer/Direct Deposit with the Department of Financial Services, or has requested an exemption from JAC for purposes of compensation in a single case.

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

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

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

Attorney certifies Attorney shall track hours billed or to be billed on all court-appointed cases and shall report on invoices when Attorney has billed or will bill JAC for more than 10 hours on a single date or more than 50 hours in a calendar week on all court-appointed cases.

By signing this contract, Attorney certifies that Attorney has read, understands, and agrees to comply with the terms and conditions of the Capital Collateral Registry Contract.

ATTORNEY: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Signature – Attorney

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  
Facsimile Number

Payment by JAC under this Capital Collateral Registry Contract may only be made to Attorney or the Legal Entity identified below. Attorney and Legal Entity (if applicable) designate that payment by JAC under this Capital Collateral Registry Contract shall be made to:

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

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

STATE OF FLORIDA, JUSTICE ADMINISTRATIVE COMMISSION

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

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

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

**Date**