



Justice Administrative Commission
Policies and Procedures
for Due Process Vendors
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Section I – Introduction

The Sixth Amendment of the United States Constitution and Article 1, section 9 of the Florida Constitution guarantee each person's right to due process of law. In 1963, the United States Supreme Court in Gideon v. Wainwright, 372 U.S. 335 (1963), held that the Sixth Amendment's right to counsel extended to felony defendants in state court. Over time, state and federal law have expanded this right to court-appointed counsel to other types of court proceedings, such as dependency, termination of parental rights, guardianship, and representation of dependent children with special needs. Prior to 2004, Florida counties paid for the costs (attorney fees and due process vendor services such as court reporters, investigators, and expert witnesses) associated with the representation of persons who could not afford counsel. In 2004, when the state took over the payment of indigent representation pursuant to the 1998 Constitution Revision Commission's Revision VII to Article V of the Florida Constitution, the Justice Administrative Commission (JAC) was assigned to review and process invoices from private court-appointed counsel and due process vendors statewide for their work on these cases. The purpose of this document is to present JAC's Policies and Procedures for Private Court-Appointed Counsel, Capital Collateral Counsel, and Indigent for Costs Counsel to register, contract, open cases with, and submit their invoices to JAC for review, processing, and approval for state payment.

MyJAC

To assist attorneys and due process vendors with registering, contracting, and submitting invoices, JAC developed [MyJAC](#). [MyJAC](#) serves as a secure statewide access point for private court-appointed attorneys, indigent for cost attorneys, and due process service vendors (court-reporters, interpreters, investigators, and expert witnesses) representing indigent persons. [MyJAC](#) contains information and electronic forms to register, contract, open court-appointed and indigent for costs cases, and submit invoices to JAC for processing.

Registering with JAC

Due process vendors who have not already set up a [MyJAC](#) account must do so before they can execute a JAC Contract for Payments Related to Due Process Services Provided to Indigent Defendants (Other Than Attorney Fees) (Due Process Contract). A [reference guide](#) on how to set up a [MyJAC](#) account is available on JAC's website.

Section II – Due Process Costs

A. [What Constitutes Due Process Costs](#)

Due Process Costs Defined

Due process costs are those costs for which an indigent defendant is entitled to receive in order to obtain meaningful access to the courts. Generally, these services are necessary for the defense of the case. JAC is authorized to pay for due process costs as authorized by ss. 27.425, 27.5305, and 29.007, F.S. Florida law authorizes JAC to pay the following due process costs in court-appointed and indigent for cost cases:

- Reasonable court reporting and transcription services including the cost of transcribing and copying depositions.
- Reasonable foreign language and sign language interpreters and translators at depositions or witness interviews.

- Private service of process when the sheriff is not available or unable to provide service.
- Confidential mental health experts appointed to assist the defense.
- Other expert witnesses authorized by the court to assist the defense.
- Private investigator services.
- Mitigation specialist services in capital death cases.
- Costs to obtain discovery-related materials and other documents such as medical records.
- Travel expenses for due process providers when authorized by law or court order.

Indigent Defendants

JAC processes for payment due process costs involving indigent defendants. The attorney or pro se defendant seeking costs has the burden to provide JAC with sufficient documentation to establish indigency. JAC cannot process for payment any due process costs until JAC receives sufficient documentation to establish the existence of a state liability. There are four types of cases where JAC is liable for due process costs.

- **Private court-appointed cases (other than capital collateral cases):**
Pursuant to ss. 27.40 & 27.5303, F.S., a court may appoint a lawyer to represent an indigent defendant when the public offices have a conflict of interest precluding representation. The attorney opens the case with JAC by providing a copy of the order of appointment and other supporting documentation. For JAC to pay due process costs, the attorney must have a JAC Registry Contract.
- **Private court-appointed cases (capital collateral):**
Pursuant to ss. 27.710 & 27.711, F.S., a court may appoint a lawyer to represent an indigent defendant sentenced to death when the public offices have a conflict of interest precluding representation. The attorney opens the case with JAC by providing a copy of the order of appointment and other supporting documentation. For JAC to pay due process costs, the attorney must have a JAC Capital Collateral Contract covering the case. JAC is only liable for costs associated with state court proceedings.
- **Indigent for costs (IFC) cases with privately retained or pro bono counsel:**
Pursuant to s. 27.52(5), F.S., a privately retained attorney may have his or her client declared indigent for costs. To qualify for due process costs, the defendant must be otherwise entitled to court-appointed counsel. Prior to having a defendant declared indigent for costs, JAC must receive the following documents:
 1. The Motion to Declare the Defendant Indigent for Costs.
 2. The Clerk's Application for Criminal Indigent Status.
 3. The Affidavit Attesting to Attorney Fees.
 4. The Charging Document(s) (except for proceedings under Ch. 39, F.S.).
 5. The Order Declaring the Defendant Indigent for Costs.

Until the attorney provides these documents, the case will not be opened for billing in JAC's systems. For JAC to pay due process costs, the attorney must have a JAC IFC Contract.
- **IFC cases involving a pro se defendant:**
In some instances, a defendant may elect self-representation despite being entitled to appointed counsel. In order to qualify for due process costs, the defendant must be entitled to court-appointed counsel pursuant to s. 27.52(5), F.S. An order finding the defendant indigent for costs is preferred. However, JAC will rely upon other court documents to establish indigency under appropriate circumstances such as a

completed clerk's application finding the defendant indigent. When these policies and procedures refer to an action by an attorney, this also applies to pro se defendants in most instances.

For more information, see the [JAC Due Process Vendor Billing Flowchart](#) and the [Guide to Obtaining Due Process Costs](#).

B. Due Process Vendors Contracts

Types of Due Process Vendor Contracts

JAC has established two types of due process vendor contracts:

- **The Type 1 Contract for Due Process Services** (Type 1 Due Process Contract) is for vendors providing ordinary due process services in private court-appointed cases, such as court reporters, interpreters, videographers, private investigators, mitigation specialists, and private process servers. This contract provides that all services will be compensated at the rates established by the legislature. If a vendor bills in excess of the established rates, JAC is authorized to adjust the billing to the correct rate and then process the billing for payment.
- **The Type 2 Contract for Due Process Services** (Type 2 Due Process Contract) is for vendors providing extraordinary services, such as psychologists, psychiatrists, medical doctors, and experts. Although these services should be at the established rates, the contract provides a mechanism to exceed those rates where the vendor's expertise or other factors warrant compensation at a rate higher than established rates. Except in exceptional circumstances, the Type 2 Due Process Contract will not be executed with ordinary due process vendors, such as court reporters and private investigators.

See the [Instructions for Due Process Contracts](#).

Electronic Completion/Submission of Contracts

JAC no longer posts executable copies of the Due Process Contracts on the JAC public website. Instead, executable contracts will only be available through [MyJAC](#). A due process vendor who has not already set up an account must do so before they can execute the contract.

For information on how to set up an account, see the [New Vendor or Existing Vendor Registration](#).

Once a due process vendor has logged onto [MyJAC](#), the vendor will click on the link for the due process vendor contract. The vendor will be directed to the webpage where the vendor can verify the information for the contract. If information needs to be updated, the vendor may do so at that time. Once the vendor has verified the information, the vendor will be able to generate a preview of the contract. Once the review is complete, the vendor may electronically sign the contract and submit it to JAC through [MyJAC](#). The vendor will receive an email confirmation that the contract has been submitted. Under Florida law, an electronic signature is deemed equivalent to a physical signature.

Alternatively, the vendor may print and execute the contract by signing it in blue ink and then mailing a single copy to JAC. Once JAC has completed its review and executed the contract, a copy will be emailed to the vendor.

Substitute Form W-9

All vendors obtaining payment from JAC are required to submit their Substitute Form W-9 directly to the Department of Financial Services (DFS). As part of completing a Due Process Contract, vendors are required to certify that they have submitted a Substitute Form W-9 to DFS. Information and the Substitute Form W-9 are available on [DFS's website](#).

The Substitute Form W-9 must be submitted prior to execution of any contract with JAC. The form may be submitted electronically through [DFS's vendor website](#).

If a vendor has any questions regarding the Substitute Form W-9, please contact DFS's Vendor Management Section at FLW9@myfloridacfo.com or (850) 413-5519.

The JAC Online Support Team cannot answer questions or help with the completion or submission of this form.

Due to identity theft and statutory limitations regarding the requirement and collection of Social Security Numbers (SSN), vendors must use a federal employer identification number (FEIN) instead of a SSN when completing the Substitute Form W-9 absent a waiver granted by JAC. If a vendor is permitted to use a SSN as a tax identification number, the vendor assumes the risk associated including potential interception, misuse, and identity theft of the SSN.

Electronic Communications

Vendors must maintain sufficient internet capability, including an email account, to communicate with JAC. Vendors must be prepared to accept communications including Billing Audit Deficiencies and Letters of Objection or No Objection via email.

Direct Deposit

Vendors seeking direct payment from JAC must participate in a direct-deposit program under which the vendor authorizes the transfer of funds electronically to an account in the vendor's name at a federal or state-chartered financial institution.

The information and forms necessary to enroll in Direct Deposit (formerly Electronic Funds Transfer) are available on [DFS's website](#).

The forms for enrollment in Direct Deposit must be sent to DFS. **JAC does not process these forms.** The contact information for DFS is as follows:

Direct Deposit Section
(850) 413-5517
DirectDeposit@MyFloridaCFO.com

These forms must be completed accurately in order for DFS to enroll a vendor into Direct Deposit.

If a vendor seeks an exemption from this provision, the vendor must submit a written request explaining why the vendor cannot comply with this provision. The [Application for Exemption of Direct Deposit/EFT Requirement](#) is posted on JAC's website.

As long as a vendor has applied for Direct Deposit, an exemption does NOT need to be requested for the period during which the Direct Deposit application is being processed.

Section III – Payment of Due Process Services

A. General Practices and Procedures

Methods of Paying Due Process Services

JAC will process payments for due process service costs in one of two ways: (1) JAC pays the vendor after the attorney certifies the due process services; or (2) the attorney pays the vendor and the attorney is subsequently reimbursed by JAC.

JAC Invoice

The JAC Invoice is essential for the billing of due process services. The attorney and the due process vendor must appropriately complete and submit the applicable JAC Invoice, as well as all necessary supporting documents.

JAC Invoices for due process services and corresponding instructions are available on the JAC website and on [MyJAC](#).

A JAC Invoice for due process service costs is not considered submitted to JAC until and unless JAC receives a JAC Invoice signed by the vendor **and** the attorney, along with all necessary supporting documents.

The JAC Invoice shall not be signed prior to the receipt of the services requested. For example, the attorney may not sign a JAC Invoice for a transcript until after the attorney has actually received and reviewed the transcript. Any JAC Invoice signed prior to the receipt of the service will be rejected.

A vendor should keep a copy of any JAC Invoices that he or she signs for a court-appointed or indigent for costs case. Under the JAC contracts, the attorney and vendor are required to maintain copies of all records and these records are subject to inspection by JAC.

Billing submissions by due process vendors must be submitted through the Online Billing Submission system on [MyJAC](#). In most instances, due process vendors will complete and submit their billings online by generating an electronic JAC Invoice. During the billing process, the due process vendor will provide the information necessary to complete the JAC Invoice. Once a due process vendor submits an electronic JAC Invoice, the attorney is notified by email that the billing is pending attorney review.

The attorney then logs into [MyJAC](#) and reviews the billing and supporting documentation and either approves the invoice by signing the "Certification for Receipt of Services" section on the invoice or rejects the billing. Please know that approving a JAC Invoice is not a ministerial act. By approving the invoice, the court-appointed attorney is certifying that: (1) the services performed were satisfactory; (2) the services performed were necessary for the defense of

the case; (3) the amount due is accurate; (4) transactions were in accordance with Florida law; and (5) payment is appropriate. Attorneys are required to approve or reject due process vendor billings within 10 business days.

If the attorney approves the billing, it is then submitted for review by JAC staff. If the attorney rejects the billing, the vendor will be notified of the reason for the rejection by email. The vendor will need to contact the attorney to resolve the issue. The JAC Online Support Team cannot assist in this regard. If the billing is neither approved nor rejected within 10 business days, then the billing will stay in the queue until resolved by an attorney. The attorney will be alerted of the billings needing review when logging into [MyJAC](#).

There are two main instances where a scanned JAC Invoice may be submitted. First, in cases involving pro se defendants because the pro se defendant will have to sign a physical document to certify the billing. Second, in cases involving appellate transcripts when the JAC Invoice is signed by an employee of the clerk's office instead of the attorney. Other than those two exceptions, due process vendor billings must be submitted using JAC Invoices generated during the online billing submission on [MyJAC](#).

Certification of Due Process Services Costs

Generally, billings for due process services shall be certified by the attorney (and the vendor when the vendor is billing JAC directly). Certification is provided on the applicable JAC Invoices available on the JAC website. Additionally, corresponding instructions are also available on the JAC website.

The attorney cannot execute the certification on the JAC Invoice until the work is actually completed. **If JAC receives a JAC Invoice that was executed prior to the date the vendor completed the service, then JAC will reject the JAC Invoice.**

Original Invoice

All billings for due process services must be submitted using the applicable JAC Invoice. Due process vendors may use their own original invoices as support for the JAC Invoice as long as the invoice contains sufficient detail to support the JAC Invoice.

Prompt Review of Invoices

Any direct payment to a due process vendor is contingent upon the attorney providing any and all necessary documentation in support of a billing to JAC in an expeditious manner. The attorney shall promptly review any billing for direct payment to a due process vendor for accuracy and completeness and must certify that the work was satisfactorily performed. In the event JAC issues an Audit Deficiency regarding any billing, the attorney or the due process vendor shall promptly resolve the deficiency so that JAC can process the billing for payment. The attorney must comply with all JAC Policies and Procedures in the submission of billings in order for JAC to make direct payment to a due process vendor. For billings submitted through the [MyJAC](#) Online Billing Submission system, attorneys are required to approve or reject due process vendor billings within 10 business days.

Audit Deficiency/Notice of Correction or Corrective Action

When JAC receives a JAC Invoice for due process services which lacks the applicable forms, necessary documentation, or requisite information, JAC may send the attorney and the due process vendor an Audit Deficiency. The Audit Deficiency will indicate the reason JAC is

unable to process the JAC Invoice and will request that the attorney or that the due process vendor provide the necessary documentation or information for JAC to process the billing for payment.

JAC may, at its discretion, send an Audit Deficiency in an effort to resolve a math error, a rate error, or any other error/issue pertaining to the JAC Invoice. An Audit Deficiency is not a Letter of Objection and cannot be relied upon as a basis to file a motion for payment of due process services.

Alternatively, JAC may send a Notice of Correction or Corrective Action indicating the error in the billing and making the correction. In these instances, the billing will be processed for payment without the need for further action.

Responses to Audit Deficiencies shall be submitted through JAC's Online Billing Submission system on [MyJAC](#).

If the attorney or due process vendor fails to respond to an Audit Deficiency within a reasonable period of time, 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 under the established rates or applicable court order. If the Audit Deficiency is not responded to within a year, then the billing is deemed abandoned without further notice.

Rejected Bills

JAC will reject any JAC Invoice for which it lacks statutory authority to pay. JAC will also reject any JAC Invoice that is duplicative of a JAC Invoice previously received by JAC. JAC may also reject a JAC Invoice for other reasons.

If the attorney files a motion for payment of due process services, JAC is entitled to notice and an opportunity to be heard. JAC's rejection of a JAC Invoice does not constitute a waiver of JAC's right to a hearing on the matter. Until and unless JAC specifically indicates it does not wish to appear at a hearing or otherwise waives its right to a hearing, JAC is presumed to desire a hearing on any matter relating to due process services when a bill is rejected.

Letter of Objection

When JAC objects to any portion of a JAC Invoice for due process services, JAC will send the attorney and due process provider a Letter of Objection. The Letter of Objection will identify JAC's specific objection(s) and indicate JAC's corresponding reason for the objection(s). Upon receipt of the Letter of Objection, the attorney may file a motion for costs with service upon JAC a minimum of 10 business days prior to any hearing on the motion.

If the Letter of Objection is not responded to within a year, then the billing is deemed abandoned without further notice.

Changes/Alterations

If a due process vendor bills in excess of the rates established by law, JAC reserves the right to correct the billing to the established rates and process the billing for payment at the corrected amount. When JAC corrects a billing, JAC will provide the attorney and due process vendor with a notice advising him or her of the correction(s).

JAC can accept a corrected JAC Invoice reducing the amount of a billing through the Online Billing Submission system prior to the attorney approving the billing. When increasing the amount, a new corrected JAC Invoice must be submitted to JAC. This shall be done through the Online Billing Submission system on [MyJAC](#) by appending an amended JAC Invoice into the existing billing.

Prohibited Practices

In order to protect indigent persons' Sixth Amendment rights, certain practices are prohibited by the JAC Registry Contract. These include:

Attorney:

Retaining a due process service vendor in which the attorney or attorney's family has an ownership interest. An attorney is prohibited from obtaining due process services for his or her court-appointed or indigent for costs clients from a due process vendor or other business entity of which the attorney or the attorney's spouse or child is an officer, partner, director, or proprietor or in which the attorney or the attorney's spouse or child, or any combination of them, has a material interest in any form whatsoever.

Soliciting or accepting anything of value from a due process service vendor. An attorney is prohibited from soliciting or accepting anything of value to the 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 the attorney's court-appointed or indigent for costs clients other than the services rendered on behalf of the indigent client. The attorney shall not procure services from a due process vendor with whom the attorney shares a financial interest such as joint ownership of property.

Provide anything of value to a due process service vendor. An 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 the attorney's court-appointed or indigent for costs clients.

Due Process Vendor:

Soliciting or accepting anything of value from a court-appointed attorney. A due process vendor is prohibited from paying, offering, or giving anything of value to an attorney including a gift, loan, reward, promise of future employment, favor, or service, as consideration or other remuneration for providing services in court-appointed or indigent for costs cases other than the services rendered on behalf of the indigent client. A due process vendor is prohibited from providing anything of value to an attorney beyond the scope of the JAC contract as consideration for the attorney retaining the vendor.

Attorneys and due process vendors waive compensation for due process services in any form whatsoever where either court-appointed or indigent for costs counsel or the due process vendor has engaged in these aforementioned prohibited practices.

JAC Employees:

If an officer, employee, or agent of JAC solicits anything of value from the attorney, including a gift, loan, reward, promise of future employment, favor, or service, the vendor shall notify JAC immediately. JAC maintains a [TIPS FORM](#) on its website, which can be used anonymously, through which the vendor may notify JAC.

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.

For more information, see the [Guide to Obtaining Due Process Costs](#).

Contents of Motion Seeking Authorization for Due Process Services

In addition to specifying the type of service, rate, and maximum amount that may not be exceeded without an additional hearing for due process services, the motion seeking authorization for due process services must establish the basis for the requested costs. The motion must indicate how the requested services are necessary for the defense of the case. 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.

The defense has the burden to establish that the requested services are reasonable and necessary for the defense of the case. For experts and mitigation specialists, the defense also has the burden to establish the particularized need for the services. Due process services are those services necessary to ensure a defendant's meaningful access to the courts.

B. General Compensation

Rates and Vendors for Due Process Services

JAC reviews submitted JAC Invoices to verify compliance with the established rates and amounts authorized as established pursuant to Florida law. Pursuant to s. 27.52(5), F.S., the rates applicable in indigent for costs cases are the same as the rates applicable in court-appointed cases. JAC does not set the rates for due process services, rather the rates are established annually by the legislature in the General Appropriations Act. The current rates are posted on the JAC website. If the rate for a particular due process service has not been established, JAC relies on the recommendations of the Article V Indigent Services Advisory Board (ISAB) in determining the appropriateness of a rate charged and the total amount of compensation. The ISAB's recommendations are as follows:

Expert Witness Categories	Average	Suggested Ranges
Expert Witness Fees - Per Hour	\$154.17	\$150 - \$200
Expert Witness Fees - In Court - Per Hour	\$147.17	\$125 - \$150
Expert Witness Fees - Out of Court - Per Hour	\$111.20	\$50 - \$150

Exp. Wit. Fees - Waiting to Testify - Court - Per Hour	\$71.33	\$50 - \$75
Exp. Wit. Fees - Waiting to Testify - Depo. - Per Hour	\$66.83	\$50 - \$75
Expert Witness Fees - Travel - Per Hour	\$63.50	\$50 - \$75
Expert Witness Fees - Per Case	\$1,580.00	\$1,500 - \$2,000
Psychological Exam - Per Exam	\$246.88	\$150 - \$400
Psychologist - In Court/Testify - Per Hour	\$136.60	\$125 - \$150
Psychologist - Waiting to Testify - Per Hour	\$84.80	\$50 - \$75
Medical Doctors - In Court or Depo. - Per Hour	\$156.43	\$150 - \$200
Medical Doctors - Out of Court - Per Hour	\$128.33	\$100 - \$125
Other Pre-Trial Expert - In Court - Per Hour	\$102.67	\$75 - \$100
Other Pre-Trial Expert - Out of Court - Per Hour	\$77.00	\$50 - \$75

For more information, see the [Checklist for Expert Billing](#) and the [Guide to Expert Billing](#).

Order Authorizing Due Process Costs

The order authorizing due process costs must contain sufficient information for JAC to process a billing for payment. The order should be entered prior to the defense incurring the costs at issue. Specific order requirements for types of due process services are addressed in each section below.

Exhaustion of Amount Authorized

If an investigator, mitigation specialist, or expert anticipates exhausting the amount previously authorized by court order, the attorney should file a motion to authorize additional services prior to exhausting the amount authorized. **It is important that the attorney inform the vendor of the amount authorized for the case.** Before the amount is exhausted, the due process vendor is responsible for notifying the attorney if additional services are required. The attorney can then file the appropriate motion with the trial court and obtain an order authorizing additional amounts before the vendor submits a billing which exceeds the amount previously authorized by court order.

Minimum Billing Amount for Experts, Investigators, and Mitigation Specialists

JAC's Due Process Contracts limit the submission of billings by experts, investigators, and mitigation specialists by requiring that a billing represent an unpaid amount of at least \$500 or that the billing is submitted at the completion of services on a case. If an expert, investigator, or mitigation specialist submits a billing for less than \$500 prior to completion of services on a case, the billing may be rejected.

Licensing

In contracting with JAC, a due process vendor certifies that the vendor has any occupational and professional licenses necessary to provide the services for which the vendor seeks compensation. The vendor must provide JAC with any Florida license, registration, or certification number(s), or any other identification number(s) that the vendor is relying upon to provide services.

Investigators

Licensing: Any private investigator providing services in Florida must be licensed pursuant to Florida law. JAC is not authorized to pay for any private investigator services provided in Florida by a person not properly licensed pursuant to Florida law. If a vendor is providing services that require investigator licensing under Florida law, the vendor shall comply with the requirements to be licensed as an investigator. During the initial contract phase, the vendor shall provide the investigative firm license (A license) and the private investigator license (C license) of the primary investigator desiring to contract with JAC. If the private investigative firm employs more than one private investigator who will be providing services under the JAC Due Process Contract, the vendor shall provide the private investigative license (C license) of the primary investigator for the firm and the private investigator licenses (C and CC licenses) of all investigators who will be providing services to be compensated through JAC.

Order: For investigative services, the order only needs to contain the amount authorized (cap) for the investigator. If seeking additional investigative fees, it is helpful for the order to include both the additional amount authorized and the total amount authorized.

Role: The role of a private investigator is limited to providing investigative services such as locating and interviewing witnesses; locating and securing documents and other evidence relevant to the case; performing background checks; and researching any other factual issues relevant to the case such as credibility and character of witnesses. Where private service of process is authorized, an investigator can also serve subpoenas on ordinary non-law enforcement witnesses; however, the investigator can only bill the flat rates applicable for private service of process regardless of the amount of time spent serving the subpoena.

An investigator is not a substitute for a paralegal or secretary and cannot be used to perform administrative tasks including, but not limited to, retrieving discovery from the state attorney; copying documents from a court file; delivering materials to the defendant; or any other tasks of a paralegal or secretarial nature.

Multiple Investigators: When multiple investigators are assigned to the same case, only one investigator will be compensated for completing a single task. If multiple investigators attend the same meeting, only one investigator will be compensated for that time. If an investigation firm decides to divide the work, any extra time spent as a result of using multiple investigators will be non-billable. Also, JAC will not pay for time associated with training investigators or investigator interns.

During the billing process, the services of each investigator providing services on a case will be entered separately as part of a single billing. In completing the online JAC Invoice, the services for each investigator will be entered separately by license number. The person submitting the billing will include the hours performed by each investigator who worked on the case as separate entries in the billing. This will permit JAC staff to track the number of hours worked by each investigator across their JAC cases.

Rate: The rate for private investigator services is set annually by the legislature through the General Appropriations Act. The rate is currently \$50 per hour.

Investigator Interns: Investigator interns with Class CC licenses are compensated at a reduced rate of 60 percent of the private investigator rate established in the General Appropriations Act, currently \$30 per hour.

Travel: Absent specific court authorization, an investigator from another circuit will not be reimbursed for travel time or travel expenses for an investigator to travel to the circuit of the case. If an investigator makes a business decision to accept cases outside the investigator's home circuit, the investigator will generally not be compensated for time and expenses related to travel to the circuit of the case. Absent a showing that no local investigators are available to accept appointment to a case, an investigator waives any right to travel time or expenses. Generally, such travel time and expenses are only permissible when an investigator is traveling to a rural county where investigative services are unavailable.

A private investigator providing services on a case shall not provide expert or mitigation specialist services on the same case. A person serving as an expert or mitigation specialist on a case is prohibited from also functioning as a defense investigator.

For more information, see the [Checklist for Investigators and Process Servers](#) and the [Guide to Investigator & Mitigation Specialist Billing](#).

Service of Process

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 (court-appointed cases). The sheriff must be used to serve in-county law enforcement absent exceptional circumstances. In order to use a private process server, the attorney must file with service upon JAC a motion setting forth the exceptional circumstances requiring use of a private process server.

If there is adequate time for the sheriff to perfect service on ordinary or law enforcement witnesses, the sheriff must be used absent exceptional circumstances. JAC may object to reimbursement of private process server fees if there appears to have been adequate time for the sheriff to handle service.

An order authorizing private service of process must specify the exceptional circumstances necessitating private service of process. For those circuits with an established rate, the order does not need to specify the rate for private service of process. For those circuits without a rate, an order must specify rate for service of process, typically \$20 to \$25 per service or attempt.

Mitigation Specialists

State-funded payment of mitigation specialists is only authorized in capital death cases. In other cases, an investigator should be retained to handle the development of mitigating evidence. A mitigation specialist is a specialty related to capital cases in which the State is seeking a potential sentence of death. (With the exception of capital death cases, the rate for mitigation specialists cannot exceed the rate for investigators.)

Prior to the authorization of a mitigation specialist, the attorney should file a motion setting forth the specialized expertise, skills, and education of the mitigation specialist that warrants

compensation in excess of the rate normally authorized for a private investigator. The motion should also indicate the hourly rate requested for the mitigation specialist. **This hourly rate cannot exceed the hourly rate set forth in the General Appropriations Act (currently \$75 per hour).** If the motion is granted, the order must reflect the hourly rate and the maximum amount authorized for the mitigation specialist.

For more information, see the [Checklist for Mitigation Specialists](#).

Forensic Sentencing Expert for a Defendant Subject to a Life Sentence Who Was a Juvenile at the Time of Offense

Although the trial court may not appoint a mitigation specialist in these cases, the court may appoint a forensic sentencing expert for purposes of conducting a forensic social evaluation pursuant to s. 921.1401, F.S. The rate for the service cannot exceed \$75 per hour. Under these circumstances, an investigator must be appointed (at the rate of \$50 per hour) for purposes of conducting the investigatory portion of the evaluation such as gathering records and obtaining pertinent information. The scope of the forensic sentencing expert's services will be limited to performing the forensic social workup of the defendant.

Expert Services

Any motion seeking expert services and the order authorizing expert services must contain the type of expert (including the expert's name when a specific expert is being appointed), the services to be provided, the compensation rates for those services, and a maximum amount authorized (cap) for expert services. If the services are to be performed within the rates established by law, the lack of specific rates in the order will not delay payment. However, if the rates exceed the rates established by law or there is no rate established for a service, the lack of a rate in the order will delay payment. Absent an order expressly authorizing a rate in excess of the established rates, JAC will only pay for expert services at the established rates.

Detailed Invoices/Hourly Statements

For vendors billing on an hourly basis, such as investigators, mitigation specialists, and experts, the hourly statement must contain sufficient detail for JAC to review the reasonableness of the invoice. Generally, the same requirements for hourly billings apply to both due process vendors and attorneys. (Court reporter appearance fees may be billed on an hourly basis.)

A billing may not contain entries in which a vendor bills for services across multiple dates in a single entry. Each billing entry must indicate the precise date that the service was rendered and cannot contain any language suggesting ambiguity regarding the date the activity was performed. Pursuant to the Due Process Contract, a vendor is required to maintain detailed contemporaneous records pertaining to the time spent providing services.

When submitting a detailed hourly statement, vendors are required to provide a single entry by date and provider (when more than one person is assigned to work a case). When vendors provide multiple services on the same date, they would provide the amount of time worked on each service in the description of the services. For example:

DATE	LICENSE	TIME	DESCRIPTION OF SERVICES
1/5/20	C12345678	3.0	Reviewed police reports, 50 pages (1.6), Interviewed witness John Doe (1.2), Called Attorney (0.2)

1/8/20	C87654321	1.2	Conference with client and attorney (0.8), Background check on witness (0.4)
1/8/20	C12345678	0.6	Received text from attorney and responded (0.2), Reviewed victim's social media pages, 10 pages (0.4)

Vendors are required to bill the actual amount of time spent on each date rounded to the nearest tenth of an hour. Vendors are limited to billing the actual time worked in a day, rather than numerous entries for each task performed over the course of a day. Sufficient detail is still required to support the entries.

There are two exceptions to the requirement to submit a single entry by date. First, if the services involve more than one provider, then separate entries by date should be provided for each provider. For example, if an investigative firm assigns two investigators to a single case and both work on the same day, there would be two entries, one for each investigator. Second, for due process providers (usually experts) providing services at different rates, the hourly statement would have separate entries for services performed at different rates. For example, if an expert had a different rate for travel time, then the hourly statement would contain an entry at the regular rate and a second entry at the travel rate if those services were provided on the same date.

The total time billed on a case cannot exceed the amount of actual time expended during that work session on the particular case. For example, if the vendor reviewed three separate reports in a day for a total of five minutes, then the vendor should bill 0.10 hours for the totality of that activity of reviewing all three reports. The vendor should not individually bill 0.10 hours three separate times for review of each separate report.

If an individual person employed by a due process vendor provides more than 10 hours of services on a single date or more than 50 hours of services in a week, this information needs to be disclosed in the billing. It is the responsibility of the contracting party to keep track of the number of hours being worked by each person across all JAC cases. If the hours are being billed on a single case, then a brief explanation (such as final investigation before trial) will be sufficient. However, if the hours are being billed across multiple cases, the explanation should also provide the case information for the other cases involved.

Maintenance and Inspection of Billing-Related Records

Pursuant to the Due Process Contract, a vendor is required to keep detailed supporting records to enable JAC to verify all costs, expenses, and time expended in providing services to attorneys and defendants. The records shall include supporting documentation necessary to adequately evaluate and substantiate payments made to the vendor. In order to seek hourly compensation, a vendor is contractually obligated to: (1) maintain appropriate documentation, including contemporaneous and detailed hourly accounting of time spent providing services to the attorney; and (2) maintain the records and documents in a manner that enables the vendor and the attorney to redact information subject to a privilege in order to facilitate and not impede JAC's review of the records and documents.

Contemporaneous and detailed records include information, notes, and other documents which were created at the time the services were provided and support the amount of time billed for those services. The billing statements provided to JAC must be derived from underlying detailed supporting records such as timesheets, calendar entries, logs, notes, and other records that support the hours or amount billed for the services performed. When preparing the statements submitted to JAC, a vendor must rely upon records generated at the

time the services were performed to determine the time and amount billed. Appropriate record keeping is an essential part of any professional practice.

Supporting records may include the following:

- Timesheets;
- Calendar entries;
- Notation logs;
- Jail logs related to client visitation or witness interviews;
- Research or factual notes from discovery or other materials reviewed;
- Printouts of materials researched;
- Reports, bills, or history printout from online research listing materials reviewed;
- Letters, emails, or other correspondences received or sent;
- Notes from conversations, telephone conferences, conference calls, or meetings;
- Notes from hearings, depositions, or other events;
- Notes from interviews;
- Memoranda, reports, or other documents created by you;
- Notes prepared for hearings, depositions, mediations, or other proceedings;
- Electronic documents created by you, including associated metadata;
- Recordings, voice mails, or other audio/video reviewed; and
- Any other records that support the time billed.

The records must be organized in such a fashion that supports the detailed hourly accounting of time (timesheets) spent working on a case so that, upon request, JAC can inspect those records to verify the time spent. Please know that, standing alone, timesheets and calendar entries are not sufficient to substantiate an hourly statement. Electronic records should be sent in their native file format to preserve associated metadata showing the date and time the document was created and/or modified.

Upon JAC's issuance of a notice of inspection of records and documents as to a particular case or cases, the vendor must deliver to JAC copies of any and all original contemporaneous billing records related to that case or cases within a reasonable period of time. This time period shall not exceed 30 days unless an extension is granted by JAC in writing. The vendor's failure to provide the contemporaneous billing records within a reasonable period of time shall be deemed a refusal to allow JAC to inspect the contemporaneous billing records. It is imperative that these records be provided to JAC in an organized fashion so that JAC can easily ascertain which billing entry is supported by each record. Providing JAC with the entire case file is not responsive to a Notice of Inspection of Contemporaneous Records.

Before submitting contemporaneous records to JAC, a vendor may redact these materials to protect the client's interest. The vendor must consult with the retaining attorney to determine which records need redaction. However, the Due Process Contract requires that enough of the materials be left unredacted so as to allow JAC to substantiate the corresponding entries in the timesheets. Supplying disorganized case files does not facilitate JAC's ability to substantiate an hourly statement. To facilitate JAC's review, the records must be indexed and annotated such that they clearly can be associated and reconciled with any time entries supported by those records.

The vendor must retain and make available for inspection and audit, all records and documents relating to services under the Due Process Contract for a period of five (5) years from the date of final disposition of the case, withdrawal or discharge from the case, date of final payment on the case, or until all federal or state audits that may relate to each payment are complete, whichever is later, unless ordered sealed by the court. This requirement applies to JAC and other state entities with authority to audit or review vendor's records including, but not limited to, the Auditor General and the Office of Fiscal Integrity.

JAC retains the authority to inspect a vendor's contemporaneous detailed supporting records even after JAC has made payment. Upon conducting a post-payment review within five years of final payment, if JAC determines the vendor has failed to maintain contemporaneous detailed records supporting payments, the vendor shall be liable for repaying JAC any amounts that cannot be substantiated notwithstanding any court order approving payment. In a judicial or other proceeding, any JAC determination that the vendor failed to maintain contemporaneous detailed records is presumed correct and the vendor must rebut this determination through clear and convincing evidence. If the vendor fails to maintain contemporaneous detailed records supporting payments pursuant to the Due Process Contract, the vendor shall repay JAC any amounts that cannot be substantiated notwithstanding any court order approving payment. Any payment for due process costs or related expenses not supported by contemporaneous detailed records is subject to full recovery by JAC. The method of recovery is at the discretion of JAC and may include, but not be limited to, offsets against future payments, direct reimbursement of overpayment to JAC by the vendor, or any other remedies available to a creditor by law. In a judicial or other proceeding, JAC's determination of the existence and amount of overpayment is presumed correct and the vendor must rebut any JAC determination through clear and convincing evidence.

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

Out-of-State Due Process Vendors

Order: An attorney shall not seek authorization from the court for out-of-state experts or mitigation specialists, without: (1) a showing that there are no such due process vendors with appropriate skills or expertise available in the county in which the case was filed; and (2) in any other county in the State of Florida.

If an attorney obtains an out-of-state due process vendor without making such a showing, the attorney shall not request reimbursement for any travel expenses, including compensation for travel time, on behalf of the due process vendor. An order authorizing the out-of-state expert 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. In the event testimony is necessary, the defense must consider whether testimony through

communications equipment as authorized under the court rules of procedures, such as through a videoconferencing service, would satisfy due process concerns.

Travel: If a due process vendor has a Florida address and enters into a Type 1 or Type 2 Due Process Contract with JAC, the vendor will not be reimbursed for travel expenses for travel to Florida in most instances. In particular, an expert who lists a Florida address, but who resides out-of-state, cannot seek travel expenses to travel to Florida in the event the expert is called to testify at trial.

Transcripts

Order: JAC may process payment for the cost of preparing a transcript of a deposition only if the attorney secures an order from the court finding that preparation of the transcript is necessary, in which case JAC may process payment for one original and one copy only. The order must reflect the name of the witness and the date of the deposition to be transcribed. Except where the name of the witness is confidential (such as minor witnesses), the order must list the first and last name of each witness (including law enforcement officers). Where the witness name is confidential, initials may be used instead along with the basis for confidentiality. The attorney shall not obtain judicial preapproval of transcripts absent exigent circumstances.

A generic order authorizing transcripts prior to the taking of depositions will not suffice for payment purposes. For example, language in the order finding the defendant indigent for costs authorizing the attorney to order “necessary” transcripts will not suffice for payment purposes.

Original Transcript: JAC may process payment 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. JAC does not pay original rates for transcripts when an original transcript has been previously created, regardless of the source of payment for the original.

The court order authorizing transcripts must be attached to the JAC Invoice for the transcripts. The attorney must provide the court reporter with a copy of the order of appointment and the order authorizing the transcript. For any JAC Invoice in which JAC will directly pay the court reporter, upon receipt of a completed invoice from a court reporter, the attorney shall promptly review and certify the invoice.

Hard Copy: In providing transcripts, the court reporter shall provide at least one original hard copy of any transcripts in addition to any electronic copies.

Page Limit: In determining the number of pages to be billed, JAC will process payments for the following: 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 does not process payment for pages containing word indexes, summaries, or similar information unless specifically required by court rule. All transcripts must meet the formatting requirements set forth in Fla. R. Gen. Prac. & Jud. Admin. 2.535(f).

Expedited Rates: To obtain expedited rates for transcripts, the attorneys are required to serve JAC with a motion justifying expedited rates and after JAC responds to the motion, an order authorizing expedited rates. The attorneys cannot obtain an order authorizing expedited rates without specifically requesting expedited rates. JAC is entitled to an opportunity to object to requests for expedited rates.

Other Recordings: For transcription of recordings other than depositions and hearings, a court reporter has the option to bill either the authorized per page rate or the hourly rate as set forth in the established rates. The alternative hourly rate covers those situations where compensation at the per page rate would be inadequate, such as a 911 call. Unlike depositions and court hearings, which are taken in a controlled environment, other recordings may be difficult to hear and take multiple playthroughs to transcribe accurately. The hourly rate is an alternative rate available when payment at the per page rate would not be sufficient. Any hourly statement must be billed in hours and tenths of hours and comply with the requirements for hourly statements as set forth herein. Any billing must still be supported by an order authorizing transcription. The order must contain sufficient information to identify the recording to be transcribed, such as the date of the recording and the name of witness or other person involved or the date of the recording and the type of recording (such as 911 call or body cam footage).

Appellate Transcripts: For appellate transcripts, the designation of the record may be utilized in lieu of a court order authorizing transcripts.

For more information, see the [Checklist for Court Reporters Billing Appellate Transcripts](#) and the [Checklist for Court Reporters Billing Transcripts](#).

Appearance Fees

Generally, JAC may pay bills for appearance fees in court-appointed and indigent for costs cases without prior court authorization. Instead of a court order, the attorney may provide the notice of taking deposition listing the date of the deposition and the name of the deponent(s). As with transcripts, except where the name of the witness is confidential (such as minor witnesses), the notice must list the first and last name of each witness (including law enforcement officers). As long as the deposition may be taken without the need for prior court approval, JAC does not need an order authorizing payment of appearance fees. In those instances where prior court approval is required by the Florida Rules of Court Procedure, the attorney or court reporter may need to supply JAC with the court order authorizing the taking of depositions.

Once JAC pays an appearance fee for a deposition, the attorney is entitled to a copy of any recordings, stenographic notes, computer files, or other documents related to the recording of the deposition in the event a court reporter or court reporting firm is unable or unwilling to prepare a transcript (transcribe) of the deposition. The costs of providing a copy of any recordings, stenographic notes, computer files, or other documents related to transcribing the deposition is incorporated into the appearance fees paid to the court reporter or court reporting firm. No additional fees will be paid to provide these records.

If a court reporter or court reporting firm is unable or unwilling to prepare a transcript for a deposition for which JAC has paid an appearance fee, then the court reporter shall turn over a copy of any and all recordings, stenographic notes, computer files, or other documents

related to transcribing the deposition to the attorney representing the indigent client or to another court reporter or court reporting firm able and willing to perform the work as designated by the attorney. In particular, if a court reporter or court reporting firm is unwilling to transcribe or prepare a transcript within the established rates under Florida law and any applicable Due Process Contract and there is another approved or qualified court reporter or court reporting firm within the State of Florida willing to transcribe the deposition within the established rates, then the transcript must be prepared by a firm willing to work within the established rates.

For purposes of calculating the amount of an appearance fee for depositions involving multiple witnesses conducted by a court reporter, the amount is calculated per session, not per witness. The first hour is compensated at a rate of \$75 per hour and each hour thereafter is compensated at a rate of \$50 per hour. Unless there is a break exceeding an hour, the \$50 per hour rate continues to apply to any depositions taken in a session.

For example, the defense has set several depositions for a case from 8:00 a.m. to 12:00 p.m. The court reporter would bill a total of \$225 for this session: \$75 for the first hour and \$50 for each subsequent hour (3 hours x \$50 = \$150).

If there is a break of one hour or more, and the same court reporter returns following the break, the court reporter may bill the \$75 per hour for the first hour following the break. For example, if the defense has set several depositions from 8:00 a.m. to 11:00 a.m. and then from 1:30 p.m. to 4:30 p.m., then the court reporter could bill \$175 for the first session (\$75 for the first hour, and \$50 for the subsequent hours (2 x \$50 = \$100)) and \$175 for the second session (\$75 for the first hour, and \$50 for the subsequent hours (2 x \$50 = \$100)).

When a break is less than an hour, then the session is considered ongoing. It is important to note that break time must be unbilled to be considered break time. Any wait time billed to JAC is not considered break time. For example, if one-hour depositions are scheduled for 8:00 a.m., 9:00 a.m., 10:00 a.m., and 11:00 a.m., and the witnesses for 9:00 a.m. and 11:00 a.m. do not show but the court reporter remains onsite during the deposition session, then the court reporter would bill \$225 for the session (\$75 for the first hour and \$50 for the second, third, and fourth hours (3 x \$50 = \$150)). Because the court reporter is being paid for the wait time (\$50 per hour), the court reporter cannot bill \$75 for the fourth hour even though there was a break of two hours.

For more information, see the [**Checklist for Court Reporters Billing Appearance Fees**](#).

Certificates of Non-Appearance

The appearance fee paid by JAC includes payment of any certificates of non-appearance issued for witnesses that failed to appear during the deposition session. No additional fees beyond the appearance fee for a deposition session will be paid for a court reporter to prepare any certificate of non-appearance in relation to a witness's failure to appear.

Interpreters

JAC's role is to provide costs for foreign and sign language interpreting services **outside** of the courtroom (or other judicial proceedings) such as deposition or witness interviews.

Notwithstanding the established rates, the Due Process Contract authorizes an attorney to seek rates of up to **\$50 per hour for Spanish and Creole interpreting services** and **\$65 per hour for other languages** for certified and language-skilled interpreters. Normally, a vendor who signs a Type 1 Due Process Contract is limited to payment at the established rates. This provision addresses changes adopted by the Florida Supreme Court in relation to foreign language interpreting services. See In re: Amendments to the Fla. Rules for Certification & Regul. of Spoken Language Court Interpreters, 176 So. 3d 256 (Fla. 2015).

For more information, see the [Checklist for Interpreter and Translator Billing](#).

Prepayment/Retainers

JAC does not prepay or provide retainers for due process services. An attorney shall not seek to have JAC prepay or provide retainers for due process services.

Travel Time for Due Process Vendors

Other than investigators, due process vendors that bill at hourly rates may not bill for time spent traveling on a case unless a rate has been established by law or court order for travel time.

C. Methods of Paying Due Process Service Costs

JAC Pays Due Process Vendor After the Attorney Certifies the JAC Invoice

Upon receiving a JAC Invoice from the vendor, after completion of the service, the attorney must certify the invoice. Both the attorney and the vendor must sign the applicable JAC Invoice. The billing process is completed through JAC's Online Billing Submission system. The attorney must have submitted the case opening documents before a due process vendor may be paid. JAC may then pay the due process vendor directly. Copies of court orders authorizing such costs must be provided with the JAC Invoice except when no court order is required. The attorney may not certify the JAC Invoice until the work has actually been completed. If all procedures are not followed, or appropriate documentation is not provided, the attorney remains personally liable to pay the due process vendor. **Any JAC Invoice received by JAC that certifies the work was done prior to completion of the work will be rejected.**

Counsel Pays Vendor and Is Subsequently Reimbursed by JAC

The attorney may pay the vendor directly and then seek reimbursement from JAC. After certifying the bill or invoice, the attorney must submit the original bill or invoice with a completed applicable JAC Invoice.

Online Billing Submission System

Due process billings must be submitted through JAC's Online Billing Submission system on [MyJAC](#). Due process vendors and attorneys may submit invoices to cases already open in the JAC system. (To open a new court-appointed case, an attorney may use the Online Case Opening system on [MyJAC](#) to submit the order of appointment and required documentation.) Prior to beginning an online invoice submission, the vendor must have the necessary documentation ready. During the billing process, the vendor will complete a JAC Invoice. Supporting documentation including any vendor invoices must be scanned to electronic files. All files must be in PDF or TIFF format only. During the online billing process, the vendor will

be prompted to upload these files. Please make sure the scans of all documents are legible. Once the billing packet has been submitted, a confirmation message will appear and the attorney and vendor will receive a confirmation email. The attorney will log into [MyJAC](#) and review the billing and supporting documentation and then either approve or reject the billing. Attorneys are required to approve or reject vendor billings within 10 business days. To assist in submitting billings through this new system, additional instructions and tutorials are available on [MyJAC](#).

For more information, see the [JAC Due Process Vendor Billing Flowchart](#).

D. Signing the JAC Invoice

JAC only accepts billings submitted using the JAC Invoices. Any submission of an invoice without a JAC Invoice is deemed a nullity and is not considered or reviewed for payment purposes. When a vendor signs the JAC Invoice, the vendor is certifying that the vendor completed the services as set forth in the JAC Invoice and any supporting documentation such as vendor invoices.

Section IV – Timely Billing and Procedural Requirements

Timely Submission

Due process vendors billing JAC directly shall submit a JAC Invoice for due process services and expenses **within 90 days after final disposition of the case**. Failure to submit a properly completed JAC Invoice within 90 days will result in a mandatory contractual penalty on any due process services and expenses. See § 27.5304(4), F.S.

A JAC Invoice will not be considered satisfactorily submitted with JAC until all applicable forms and necessary documentation required under the Attorney and Due Process Contracts, JAC's Policies and Procedures, and those local requirements promulgated pursuant to Florida law, whether implemented through an Administrative Order or by other means, have been appropriately completed and submitted.

The statute of limitations to initiate an action seeking payment of due process services commences once the case reaches final disposition.

Timely Submission with an Appeal Anticipated

Filing of an appeal does not stay the time for submitting a JAC Invoice relating to representation at the trial court level, even if the attorney represents the client on appeal.

For example, if a case reaches final disposition at the trial level, but is appealed, the attorney must submit for due process services pertaining to representation at the lower court level within 90 days after final disposition of the case at trial level.

Timely Submission for Appellate Cases

For purposes of the penalty, the date of final disposition is the date of the issuance of the appellate mandate or the appellate case has otherwise reached final disposition such as the filing of a notice of voluntary dismissal.

Timely Submission for Dependency Cases

A dependency case does not reach final disposition until the court dismisses the petition as to a party or terminates protective supervision (with or without retaining jurisdiction) or the court enters an order terminating the parent's rights.

Penalty for Untimely Billing

Section 27.5304, F.S., requires that invoices submitted to JAC for processing more than 90 days after final disposition shall be penalized. Three different penalties are prescribed in the statute. They include:

90 days+: In accordance with s. 27.5304, F.S., JAC Invoices, including supporting documentation, for due process services and related expenses must be submitted within 90 days after disposition of the case (final disposition) as defined in s. 27.5304(4)(b), F.S. Any invoice, including supporting documentation, that is not properly submitted within 90 days after final disposition shall be reduced by 15 percent. The 15 percent reduction is a penalty for failing to submit the invoice and supporting documentation in a timely and proper manner. As required by s. 27.5304(4), F.S., JAC will enforce the penalty by reducing the amount payable by 15 percent.

One year+: Invoices for due process services and related expenses that are not properly submitted on or within a year after final disposition shall be reduced by 50 percent. The 50 percent reduction is a penalty for failing to submit the invoice and supporting documentation in a timely and proper manner. As required by s. 27.5304(4), F.S., JAC will enforce the penalty by reducing the amount payable by 50 percent.

Two years+: Invoices for due process services and related expenses that are not properly submitted on or within two years after final disposition, the allowable fees, costs, and expenses shall be reduced by 75 percent. The 75 percent reduction is a penalty for failing to submit the invoice and supporting documentation in a timely and proper manner. As required by s. 27.5304(4), F.S., JAC will enforce the penalty by reducing the amount payable by 75 percent.

Application of any penalty for untimely billing is pursuant to the statute and is outside the authority of the trial court. The application of the penalty is pursuant to s. 27.5304(4), F.S. Thus, the trial court lacks any authority to determine the applicability or amount of any penalty imposed pursuant to s. 27.5304(4), F.S.

In the event a due process vendor's bill is subject to a penalty, the attorney may be legally responsible for reimbursing the due process vendor in the event the failure to timely submit the JAC Invoice was the fault of the attorney.

Hourly Compensation Final for Billing Interval

When a due process vendor submits an hourly billing to JAC, once payment has been made by JAC and accepted by the due process vendor, the due process vendor cannot seek to bill for additional time for work done prior to the last date of service in the hourly billing. Acceptance of payment by JAC constitutes a final resolution of the amount payable under principles of accord and satisfaction.

Unique Invoice Number

Due process vendors are required to use a unique invoice number for each billing. This makes it easier to identify billings in the state accounting system and reduce DFS inquiries regarding possible duplicate payments because billings from the same attorney or due process vendor share an invoice number.

Legibility & Intelligibility

Any documentation submitted to JAC must be legible and intelligible. JAC cannot accept handwritten timesheets. Any documentation submitted to JAC which is illegible or unintelligible will be rejected and will not be considered satisfactorily submitted with JAC. When providing electronic documents, please provide black and white copies because color scans may not be legible when converted to black and white. Electronic documents should be scanned in black and white, with a resolution no greater than 300 DPI.

Sufficient Postage

Proper postage for letters and other packages sent to JAC is the responsibility of the sender. JAC will not accept delivery of letters and other packages with insufficient postage or postage due. Absent unusual circumstances, any document provided to JAC shall be provided electronically in the fashion directed by JAC.

Careful attention has to be paid to the size and dimensions of the package to insure proper postage is applied. Information regarding the U.S. Postal Service's changed postage requirements and postage rate structure may be found on their website: <http://www.usps.com>. Once again, it is each sender's responsibility to ensure proper postage is applied to letters and other packages being sent to JAC. Information describing the additional shape-based method for calculating proper postage is available on the website of the [U.S. Postal Service](http://www.usps.com).

Section V – Necessary and Applicable Forms

Online Billing Submission

Due process vendors are required to submit billings through the Online Billing Submission system available through [MyJAC](#).

Guidelines and Tips for Submitting Files Through [MyJAC](#)

- JavaScript should be enabled in your web browser.
- Disable pop-up blockers in your web browser for invoice billing submission.
- Prepare all invoice billing packet document files for invoice billing submission. Billing packet documents must be either PDF or TIFF file format. For Apple/Mac users, TIFF format is preferable.
- Total size for invoice billing submission packets must be less than 20 MB for all electronic files combined.
- When submitting documents online, please submit them as separate files, i.e., the travel voucher document should be submitted separately from the charging document. Do not create separate files for each page of the document. Please submit each document file in the appropriately named upload field textbox, or payment may be delayed.
- All documents submitted online should be legible and scanned right side up. Each page should consist of a full-sized single page of the original document. Documents should be scanned in black and white, with a resolution no greater than 300 DPI.
- For online billings, save your Invoice Billing Submission Tracking Number for future

reference. This will allow you to amend or add to an electronic billing submission or submit a response to an Audit Deficiency through the online billing system.

- Once documents are submitted online, please do not mail, fax, or email paper backups or courtesy copies to JAC. This will help avoid duplication, confusion, and delay in payment.
- Please retain original signed copies of all documentation for your records.

Direct Pay of Due Process Services

All necessary and applicable JAC Invoices for direct pay of due process service costs are available on the JAC website. Corresponding instructions for each form are also available on the JAC website.

Travel Reimbursement

All necessary and applicable JAC Invoices for travel reimbursement are available on the JAC website. Corresponding instructions for each form and a [JAC Guide to Reimbursement for Travel Expenses](#) are also available on the JAC website.

Section VI – Confidentiality and Public Records

Public Records

Forms, billings, invoices, documents, correspondence, and contracts submitted to JAC are public records. In limited circumstances, the court can order records to be kept confidential and under seal at JAC.

In considering any issue of access to government records, it must be recognized that in Florida reports generated by a public agency are public records subject to disclosure, unless specifically made confidential or exempt by the Legislature.[1] Any exemptions to the Florida Public Records Law are to be narrowly construed.[2] Where a public record contains information that is exempt or confidential, that portion of the record which falls within the exemption may be redacted, while the remainder of the record must be produced for examination.

Fla. Att’y Gen. Op. 2001-54. The procedures for seeking sealing of court pleadings are available at Florida Rule of Judicial Administration 2.420. Absent an order in conformance with the rule, any documents provided to JAC will be subject to public records requests.

As a contractor with a state agency, some of the records possessed by attorneys and due process vendors may constitute public records pursuant to Ch. 119, F.S. The failure to comply with a public records request could result in legal action by the requesting party. Under Florida law, the failure to comply with a public records request may result in an award of attorney fees and costs. Attorneys and due process vendors should be aware of this possibility. Attorneys 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. Due process vendors should contact the attorney who retained the vendor’s services if the vendor receives a public records request. JAC is not liable for any attorney fees or costs arising from a public records lawsuit involving an attorney or vendor.

Section VII – Due Process Vendor Travel

A. General Practices and Procedures

Travel

All travel must be pursuant to Florida law, particularly the requirements of s. 112.061, F.S. Travel reimbursement is limited to witnesses for which reimbursement will be claimed on a uniform travel voucher as promulgated by the DFS. Travel expenses are compensable to the extent authorized by law.

Traveler's Requirements

- Include a valid court order identifying the approved traveler with each travel request.
- Adhere to guidelines set forth in s. 112.061, F.S., DFS Regulations, and the JAC Contracts and Policies and Procedures.
- Review information regarding travel at <http://www.justiceadmin.org>.
- All travelers should maintain all original receipts (exception is where state standards for breakfast, lunch, and dinner allowances apply).
- Bill only for authorized travel costs. Time spent making travel arrangements is considered clerical and is not reimbursable.

Court Order Required

For private court-appointed counsel, indigent for costs, and pro se defense cases, JAC requires a court order approving travel. This order must be obtained prior to the travel. No commitment of state funds for such travel pursuant to s. 112.061, F.S., will be made without a court order.

B. Travel Reimbursement

Travel Voucher

Any request for reimbursement of travel expenses, including mileage, must be submitted using the travel voucher form issued by DFS. JAC will not accept or consider any request for travel expenses except through the DFS travel voucher. Failure to submit a properly completed travel voucher constitutes a waiver of any right to obtain travel expenses.

Mileage

When authorized, mileage reimbursement will only be authorized for trips in excess of 50 miles one way. JAC does not accept mileage logs in lieu of a DFS travel voucher. Instead, any request for mileage must be submitted using the travel voucher form approved by DFS pursuant to s. 112.061, F.S. Information on how to complete the travel voucher is posted on the JAC website.

Reimbursement for mileage is limited to actual mileage traveled using a personal vehicle. JAC reimburses for the actual mileage incurred during a trip. When a traveler travels on multiple cases, the total amount of mileage billed across those cases cannot exceed the actual distance traveled. A traveler cannot seek reimbursement for the same mileage traveled in more than one case. Mileage must be apportioned appropriately so that the traveler receives compensation for the actual mileage traveled using a personal vehicle.

Travel must be via a usually traveled route from the point of origin to the point of destination. City-to-city mileage calculations are available on the [FDOT Official Intercity Highway Mileage](#). If an in-state travel destination is not included or available on this website, calculate the mileage using an internet map website that shows such mileage (i.e., www.mapquest.com).

Reimbursement

All original receipts are required. When travel is necessary and court-ordered, the individual (i.e., investigator, mitigation specialist, expert witness, etc.) should arrange the travel, pay for any related travel expenses, and upon completion of the travel, submit a billing and DFS travel voucher to JAC for processing of reimbursement payment.

All necessary and applicable JAC Invoices for travel reimbursement are available on the JAC website. Additionally, corresponding instructions for each form and a [JAC Guide to Reimbursement for Travel Expenses](#) are also available on the JAC website.

Hotels

Hotel accommodations exceeding \$225 per night require written justification. JAC requires the attorney to include three internet or travel agency quotes for prices of nearby hotels if billing for more than \$225 per night. For additional information, please refer to the JAC website. The motion seeking authorization for travel expenses must indicate when a hotel rate will exceed \$225 per night. JAC is entitled to raise objections to the requested rate prior to an attorney or due process provider paying a rate in excess of \$225 per night.

Competitive Carriers

The attorney or due process vendor is responsible for researching flight, lodging, and/or rental car rates, to obtain the most economical method of travel for each trip. When competitive carriers do not exist, documentation indicating that the reserved carrier is the sole provider for the area must be provided.