



Justice Administrative Commission  
Policies and Procedures

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For Capital Collateral Private Court-Appointed Counsel



## Table of Contents

Checklists .....	3
Section I – Appointments/Opening a Case .....	4
A. General Practices and Procedures.....	4
B. Definition of “Case” .....	6
C. Case Opening Documents.....	6
D. Order of Appointment .....	7
Section II – Attorney Fees & Costs.....	8
A. General Practices and Procedures.....	8
B. Legal Challenges .....	13
C. General Compensation .....	14
D. Hourly Billing Practices.....	14
Section III – Miscellaneous and Investigative Expenses .....	19
A. General Practices and Procedures.....	19
B. Service and Notice .....	23
C. General Compensation .....	24
D. Methods of Paying Miscellaneous and Investigative Expenses .....	29
Section IV – Miscellaneous Expenses .....	32
A. General Practices and Procedures.....	32
B. General Compensation .....	32
Section V –Procedural Requirements.....	33
Section VI – Necessary and Applicable Forms.....	34
Section VII – Confidentiality and Public Records .....	36
Section VIII – Counsel and Witness Travel.....	37
A. General Practices and Procedures.....	37
B. Travel Reimbursement.....	37
C. Travel Prepayment .....	38

## Checklists

### Attorney Fees & Costs

For attorney fees and costs to be paid, JAC must have received the following documents:

- ⇒ Order of Appointment. See § I-D
- ⇒ Order Affirming Sentence of Death See § I-C
- ⇒ Billable Stage documents See § I-E
  
- ⇒ Invoice/Voucher Cover. See § II-A
- ⇒ Itemized Hourly Statement. See § II-D

### Miscellaneous and Investigative Expenses

For miscellaneous and investigative expenses to be paid, JAC must have received the following documents:

- ⇒ Order of Appointment. See § I-D
- ⇒ Order Affirming Sentence of Death See § I-C
- ⇒ Invoice/Voucher Cover. See § III-A
  
- ⇒ Order authorizing specific costs is generally required. See § III-C

## Section I - Appointments/Opening a Case

### A. General Practices and Procedures

#### Appointment

JAC has no authority to pay for cases that the attorney has not been properly appointed to as Capital Collateral Registry private counsel.

#### Registry

The court shall appoint private counsel from the Capital Collateral Registry maintained by JAC pursuant to ss. 27.710 and 27.711, F.S. Information regarding fee and due process payments and a link to the JAC Capital Collateral Registry Attorney Contract (capital collateral contract) can be found at:

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

#### Contractual Contract for Services

Pursuant to ss. 27.710 and 27.711, F.S., private counsel appointed by the court on behalf of a person entitled to court-appointed representation in a postconviction capital collateral case shall enter into a contract for services (capital collateral contract) with JAC.

JAC's Contract for Attorney Services for Private Capital Collateral Counsel (capital collateral contract) is case specific and will remain in effect until the case reaches final resolution or the attorney is discharged.

Upon appointment to a capital collateral case, the attorney must submit the Order of Appointment to JAC through email to [contracts@justiceadmin.org](mailto:contracts@justiceadmin.org). The email should clearly indicate that this is for a Capital Collateral appointment.

Information and a review copy of the capital collateral contract can be found on JAC's website at:

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

Upon receipt of an Order of Appointment, JAC's Contract Section will email you an executable copy of the capital collateral contract the attorney may print and execute the capital collateral contract by signing it in blue ink and then mailing a single copy to JAC. Once JAC has completed its review and executed the capital collateral contract, a copy will be emailed to the attorney for the attorney's records.

#### Substitute Form W-9

Prior to executing the capital collateral contract a properly completed Substitute Form W-9 must be submitted to the Department of Financial Services.

Information and the Substitute Form W-9 are available on DFS's website at:

<http://www.myfloridacfo.com/aadir/SubstituteFormW9.htm>

As part of completing the capital collateral contract, attorneys are required to certify that they have submitted a Substitute Form W-9 to DFS. The form may be submitted electronically through DFS's vendor website:

<https://flvendor.myfloridacfo.com/>

If you have any questions regarding the Substitute Form W-9, you may contact DFS's Vendor Management Section at (850) 413-5519 or

[FLW9@myfloridacfo.com](mailto:FLW9@myfloridacfo.com).

The JAC Help Desk cannot answer questions or otherwise provide assistance in the completion or submission of this form.

Due to identity theft concerns over the use of social security numbers (SSN) as tax identification numbers, it is highly recommended that attorneys and due process vendors use a federal employer identification number (FEIN) instead of a SSN when completing the Substitute Form W-9. If an attorney or due process vendor elects to use a SSN as a tax identification number, the attorney or due process vendor assumes the risk associated including potential interception, misuse, and identity theft.

### **Death of Counsel**

Upon the death of the attorney, the inventory attorney assigned pursuant to Rule 1-3.8 of the Rules Regulating the Florida Bar, or the personal representative or other administrator of the estate, shall provide JAC one (1) copy of the death certificate. If the personal representative or other administrator of the estate is seeking payment due to the attorney in a private court-appointed capital collateral case, then that person shall also provide JAC with a copy of the letters of administration or other documents authorizing the person to administer the attorney's estate.

The following is required for each court-appointed case for which payment of attorney fees is sought posthumously:

1. Copy of the death certificate and letters of administration.
2. Copy of the docket sheet.
3. Copy of the attorney's time report for any case payable on an hourly basis.
4. Appropriately completed and executed Invoice/Voucher Cover, as well as all necessary supporting documents.

The following is required for each court-appointed case for which services may have been ordered and not yet paid, and for which payment of costs is sought posthumously:

1. Copy of documentation that indicates services were ordered.
2. Inventory attorney or the administrator of the estate may certify receipt of those services ordered and rendered prior to death.
3. Private counsel subsequently appointed by the court to any open case of deceased counsel may certify receipt of those services ordered prior to death regardless of when services were rendered.

### **Counsel Separates from Law Firm**

If the attorney is named in the order of appointment and the attorney is the payee under the capital collateral contract, then the attorney retains the case even if the attorney changes law firms absent further court order.

If the attorney is named in the order of appointment, but the payee under the capital collateral contract is a law firm or other legal entity, then the attorney retains the case even if the attorney changes law firms absent further court order. If the attorney desires to direct payment to a new legal entity, the attorney will have to execute a new capital collateral contract.

### **Counsel Becomes Magistrate or Judge**

When the attorney becomes a magistrate or judge, the new magistrate or judge may be unable to conclude JAC's payment process after assuming his or her official duties. If a motion and court order are required for compensation, the new magistrate or judge may be prohibited from filing such a motion. Judicial Canon (5)(G) prohibits a judge from practicing law.

Another attorney may act on behalf of the new magistrate or judge to complete the payment process. The order to pay needs to reflect that payment will be made to the person or legal entity identified in the capital collateral contract executed by the new magistrate or judge.

### **Discharge for Malfeasance or Suspension**

If the attorney is discharged from a case due to malfeasance, misfeasance, or nonfeasance, or due to a suspension or disbarment by the Florida Bar, JAC objects to payment of attorney fees and costs relating to the attorney's representation of the client. JAC's liability for payment shall be limited to activities and services that will not have to be duplicated by successor counsel.

## **B. Definition of "Case"**

### **Generally**

In general, a "case" is each matter assigned a case number by the Clerk of the Court to an inmate under sentence of death.

## **C. Case Opening Documents**

### **Mandatory Documentation**

Upon appointment, the attorney must submit (1) using the new case opening system on [My JAC](#) or (2) emailing to [pleadings@justiceadmin.org](mailto:pleadings@justiceadmin.org) the following required

case opening documents: an Order of Appointment to JAC along with the Florida Supreme Court opinion affirming the sentence of death.

### **Submission of Documents**

Unless an original is requested by JAC, documents such as motions or court orders should be submitted through email to:

[pleadings@justiceadmin.org](mailto:pleadings@justiceadmin.org)

Any motion, order or other legal pleadings for which JAC is an interested party shall be sent by email to the email address designated for service of legal pleadings unless an original is requested. Legal pleadings including orders will not be deemed served on JAC until an electronic copy has been provided. Any response to a billing audit deficiency that does not contain a legal pleading shall be sent to the email address designated for responses to audit deficiencies. The attorney shall not send more than one electronic copy of any legal pleading or other document to JAC. Prior to resubmitting any document, the attorney shall verify that JAC has not received the document. Absent exigent circumstances, the attorney shall not provide any legal pleading or other document to JAC via facsimile without prior consent.

### **Responsibility**

The attorney is responsible for verifying and ensuring that the Order of Appointment is timely and properly submitted, that JAC has received the required case opening documents, and that JAC has entered the case into JAC's database. The attorney may verify that a case has been opened through the JAC website.

### **Case Numbering Consistency**

The case number that appears on the Order of Appointment provided by the attorney must be used on all further submissions by the attorney for that case.

## **D. Order of Appointment**

### **General Requirements**

An Order of Appointment is required for every case in which the attorney is seeking attorney fees and costs, and related expenses, from the State of Florida. The Order of Appointment must be dated and indicate the name of the judge, the style of the case, and the case number. It is the attorney's responsibility to ensure that his or her Orders of Appointment are provided to JAC in a timely fashion.

### **Billable Stage Documents**

In order to demonstrate that a case has reached a billable stage or stages as set forth in s. 27.711(4), F.S., the attorney needs to submit documentation such as the motion for postconviction relief, the final order granting or denying such motion, or the Supreme Court brief.

## Section II – Attorney Fees & Costs

### A. General Practices and Procedures

#### Attorney Fees Online Billing Submission

JAC now accepts attorney fee billing electronically. When a case has reached a billable point, the attorney can submit the billing through [My JAC](#). Prior to submitting the billing, the supporting documents need to be prepared. To submit a billing online, the case must have been previously opened. A case can be opened through the case opening system in [My JAC](#).

To submit a billing, search for the opened case and follow the steps on [My JAC](#). During the billing process, JAC Invoice/Voucher will be generated and then electronically signed. All electronic document files submitted must be separate and unique (i.e. please do not scan the charging document with the dispositional document). Once the billing has been successfully submitted, a confirmation message will appear and a confirmation email will be sent which contains a unique tracking number that should be retained. Please DO NOT mail the billing packet to the JAC as duplicate submission may delay payment.

#### Obligation

The attorney's billing for attorney fees and costs shall follow the requirements of Florida Law, the capital collateral contract, and JAC's Policies and Procedures. Any forms and documents submitted to JAC should include the attorney's name and Florida Bar license number.

The attorney shall be familiar with the statutory and contractual requirements for submission of billings to JAC. It is the 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. The attorney is also responsible for verifying that the case has reached a billable stage and submitting 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 the capital collateral contract.

#### Invoice/Voucher Cover

The Invoice/Voucher Cover is essential for the satisfactory submission of any request for attorney fees and costs. The attorney must appropriately complete, execute, and submit the applicable Invoice/Voucher Cover, as well as all necessary supporting documents. For attorney fee billings submitted through the Online Billing Submission system in [My JAC](#), the JAC Invoice/Voucher cover will be generated and electronically signed as part of the billing process. Additionally, corresponding instructions are also available on the JAC website and on [My JAC](#).

#### Certification of Time

The attorney shall itemize legal services (itemized in tenths of an hour



increments) and certify the time expended. By executing the JAC Invoice/Voucher Cover, the attorney is certifying under oath that the 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 a pleading.

### **Certification of Costs**

If the attorney seeks reimbursement for costs (i.e., reimbursable expenses), such costs are required to be certified. By executing the applicable Invoice/Voucher Covers available on the JAC website, the attorney is certifying that the attorney actually expended the funds for which the attorney is seeking reimbursement. For services rendered on or after July 1, 2013, the 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 the attorney's law practice. The attorney shall not bill for clerical or secretarial work, or work of a similar nature, performed by the attorney. The 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, internal or in-house copying, telephone charges including long distance and collect calls, and computerized research services such as Westlaw and Lexis/Nexis. The attorney shall not bill for purchase of computer equipment including portable flash and hard drives, office equipment, office supplies, legal materials, books, clothing, personal items, haircuts, manicures, or other such personal services for Client. The attorney may only be compensated for services reasonably necessary for defense of the case. Instructions on how to properly complete the applicable Invoice/Voucher Cover are available on the JAC website.

### **Disposition Documentation**

The attorney must submit appropriate court documents indicating the case has reached a billable point as set forth in s. 27.711(4), F.S. or the court has discharged the attorney from the case.

### **Billable Point Documentation**

The attorney must supply a copy of the document(s) showing that the case has reached a billable point, except where billing is authorized prior to final disposition. The attorney shall also provide JAC with a copy of the Motion for Postconviction Relief and any appellate briefs or petitions filed by the attorney. The briefs and petitions may be provided in either electronic or paper format; however electronic submission through email is preferred.

### **Withdrawal / Limited Appointment Disposition Documentation**

If the attorney has not completed the case or if the case has not reached final disposition prior to discharge, the attorney shall provide JAC a copy of the Order discharging the attorney. However, if the Order does not clearly reflect the reason for withdrawal, the Motion for Withdrawal must also be submitted to JAC.

If the attorney is discharged due to the client's retention of privately retained counsel, then the Order or the Motion should reflect that this is the basis for discharge.

For those cases in which an attorney takes the case to a billable point, the attorney does not need to supply JAC with an Order authorizing discharge. An Order of discharge is only required where an attorney is discharged prior to the completion of the case.

### **Designation of a Second Attorney**

Under s. 27.711, F.S., the attorney may designate a single attorney to assist the attorney. If the attorney designates an attorney, the attorney will need to submit a written designation indicating the designated attorney and certifying that he or she meets the qualifications of s. 27.710, F.S. A designation form is available on the JAC website. The designated attorney will not enter into a contract with JAC. Instead, his or her services would fall under the attorney's capital collateral contract. The attorney will submit a single billing incorporating both of the attorneys' services. This billing must clearly indicate which attorney provided the services either through (1) separate hourly statements or (2) a single hourly statement with each entry indicating who provided that service through initials or other designation.

### **Review and Response**

Upon submission of an intended billing for attorney fees and costs, JAC shall review the billing for completeness and compliance with contractual and statutory requirements. Upon review, JAC will send the attorney an appropriate response including those set forth below.

### **Billing Audit Deficiency/Notice of Correction or Corrective Action**

When JAC receives an intended billing for attorney fees and costs which lacks the applicable forms, necessary documentation, or requisite information, JAC may send the attorney a Billing Audit Deficiency. The Billing Audit Deficiency will indicate the reason JAC is unable to process the intended billing and will request that the attorney provide the necessary documentation or information for JAC to process the billing for payment.

JAC may, at its discretion, send a Billing Audit Deficiency in an effort to resolve a math error, a rate error, or any other error/issue pertaining to the intended billing.

A Billing Audit Deficiency is not a Letter of Objection and cannot be relied upon as a basis to file a motion for fees, costs, or related expenses.

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 Billing Audit Deficiencies should be submitted through JAC's Online Billing Submission system in [My JAC](#). Alternatively, the response may be sent to [pleadings@justiceadmin.org](mailto:pleadings@justiceadmin.org).

If the attorney or a 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 under the established rates or applicable court order. If the Billing Audit Deficiency is not responded to within a year, then the billing is deemed abandoned without further notice.

### **Returned Bills**

JAC will return any intended billing for which it lacks statutory authority to pay for the type of representation that is being billed. JAC will also return any intended billing that is duplicative of an intended billing previously received by JAC or DFS. JAC may also return an intended billing for other reasons including, but not limited to, failure to provide additional information or documentation as requested in a Billing Audit Deficiency.

If the attorney files a motion for attorney fees and costs, JAC is entitled to notice and an opportunity to be heard. JAC's return of an intended billing 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 attorney fees, costs, or related expenses when a bill is returned to an attorney or vendor.

### **Letter of Objection**

When JAC objects to any portion of an intended billing for attorney's fees and costs, JAC will send the attorney 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).

The receipt of JAC's Letter of Objection is a mandatory condition precedent to the attorney's filing of a motion for attorney fees and costs. Upon receipt of the Letter of Objection, the attorney may file a motion for attorney fees and costs with service upon JAC a minimum of five (5) days prior to any hearing on the motion. Pursuant to s. 27.711, F.S., and the capital collateral contract, the attorney shall not file or set for hearing a motion for attorney fees and costs until JAC issues a Letter of Objection or a Letter of No Objection. Any motion for attorney fees and costs must specify whether JAC objects to any portion thereof or the sufficiency of documentation. the attorney shall attach JAC's Letter of Objection to the motion. The attorney must serve a copy of the motion on JAC along with all attachments including JAC's Letter of Objection.

The filing of a motion for payment of attorney fees, costs, or related expenses prior to receipt of JAC's Letter of Objection or No Objection constitutes a breach of the capital collateral contract.

### **Letter of No Objection**

When an intended billing for hourly attorney fees and costs is satisfactorily submitted, and JAC has no objection to any portion thereof, JAC will send

the attorney a Letter of No Objection. Upon receipt of JAC's Letter of No Objection, the attorney may file a motion for attorney fees and costs. the attorney shall attach JAC's Letter of No Objection to the motion.

### **Additional Information**

If an attorney, after having received an objection letter, wishes to provide additional information in an effort to remedy and/or satisfy the objections set forth in the JAC's Letter of Objection, the attorney may do so. In order to facilitate resolving objections prior to a hearing, JAC recommends that the attorney either:

- 1) Send JAC a written explanation regarding objected-to entries (noting acceptance or rejection of the objection or providing more detail, as applicable), through [pleadings@justiceadmin.org](mailto:pleadings@justiceadmin.org);
- 2) Submit an amended hourly invoice addressing the noted objections through JAC's Online Billing Submission System in [My JAC](#); or
- 3) Address JAC's objections in the Motion for Attorney's Fees served on JAC through [pleadings@justiceadmin.org](mailto:pleadings@justiceadmin.org).

Upon receipt of the information accepting, explaining, or rejecting the line item objection(s), JAC may issue an amended letter of objection reflecting any adjustments or address the matter in an email response to a motion. When responding to JAC's objections, the response should be clear. For example, if the attorney submits an amended hourly invoice, the attorney should bold the corrected entries

At its discretion, JAC may issue an amended letter based upon the additional information provided. If JAC issues an amended letter, the attorney is responsible for filing the letter with the court.

An attorney also has the option of contacting a JAC attorney via email or telephone to discuss the objection(s). However, this is only recommended when there are a small number of objections that can be resolved relatively quickly. For cases involving large numbers of line item objections, a written response is preferred.

### **Changes / Alterations**

If a vendor or attorney 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 or due process vendor with a notice advising him or her of the correction(s).

JAC can accept a request to reduce the amount of a billing through the Online Billing Submission System or via email. However, to increase the amount of a billing, the corrected voucher cover must be an original. When increasing the amount, a new corrected voucher cover must be submitted to JAC. This should be done through

the Online Billing Submission system in [My JAC](#) by appending an amended voucher cover into the existing billing.

### Electronic Communications

The attorney must maintain sufficient internet capability, including an email account, to communicate with JAC. The attorney must be prepared to accept communications including billing audit deficiency forms and Letters of Objections or No Objection via email.

The attorney must also be capable of accepting legal pleadings including but not limited to responses to motions for attorney fees, costs, or related expenses by email in PDF format.

### Electronic Funds Transfer (E.F.T.)

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

The information and forms necessary to enroll in the E.F.T. program are available on website for the Department of Financial Services:

[http://www.myfloridacfo.com/aadir/direct\\_deposit\\_web/index.htm](http://www.myfloridacfo.com/aadir/direct_deposit_web/index.htm)

The forms for enrollment into the E.F.T. program must be sent to the Department of Financial Services. **JAC does not process these forms.** The address and contact information for DFS are as follows:

Direct Deposit Section  
Department of Financial Services  
200 E. Gaines St.  
Tallahassee, Florida 32399-0359  
Telephone (850) 413-5517

**These forms must be completed accurately in order for DFS to enroll a person into the E.F.T. program.**

If an attorney or due process vendor seeks an exemption from this provision, the attorney or due process vendor must submit in writing a request for exemption specifically delineating why the attorney or due process vendor cannot comply with this provision. The form for requesting an exemption is posted on JAC's website. JAC may exempt an attorney or due process vendor from compliance with this provision only if JAC determines that participation in a direct-deposit program creates a financial hardship for the attorney or due process vendor.

## B. Legal Challenges

### Notice Requirement

Unless JAC has expressly waived its right to a hearing, JAC must be served with a

copy of a written motion and notice of hearing prior to a court entering an order regarding any motion for attorney fees, costs, or related expenses. Thus, the attorney shall not seek to obtain a court order prior to obtaining a response from JAC. A copy of the motion must be served on JAC a **minimum of five (5) business days** prior to the date of the hearing on the motion. Pursuant to the capital collateral contract, to be considered served, an electronic copy of the pleading must be submitted via email to [pleadings@justiceadmin.org](mailto:pleadings@justiceadmin.org).

JAC's failure to respond to any motion shall not constitute a waiver of JAC's right to be heard regarding the matter. Similarly, JAC's returning of a bill does not constitute a waiver of its right to a hearing unless the notice of returned voucher specifically indicates JAC does not wish to participate in a hearing on the matter. If the attorney obtains an order in violation of this notice requirement, the attorney agrees not to contest any motion to vacate filed by JAC.

### Orders

Any order directing JAC to pay attorney fees and costs must be served upon JAC no later than 72 hours after entry of the order. The attorney is responsible for ensuring JAC receives any such order in a timely and proper fashion. If the attorney does not provide an order to JAC in a timely and proper fashion, the attorney shall not contest any motion to vacate filed by JAC.

## C. General Compensation

### Compensation Rates

The attorney's compensation rates for attorney fees and costs are governed by s. 27.711(4) through (7), F.S.

## D. Hourly Billing Practices

### Procedural Requirement

The attorney seeking hourly compensation on a case are required to file a motion for attorney fees and costs. The attorney is required to attach to the motion a copy of JAC's Letter of Objection or Letter of No Objection. Prior to filing a motion for fees and costs, the attorney must comply with the requirements of ss. 27.710 and 27.711, F.S. other provisions of Florida law, the capital collateral contract, and these Policies and Procedures. A motion filed prior to JAC's response is legally premature as set forth above in Section II-A. Accordingly, JAC may seek to vacate any resulting order.

### Hourly Billing Records

If the attorney intends to seek hourly compensation on a case, the attorney must maintain contemporaneous records for the time spent on the case. **Failure to keep such records constitutes a waiver of the opportunity to seek extraordinary compensation on a case.** JAC has no authority to pay extraordinary compensation unless the attorney has kept and maintained contemporaneous records.



### Billing Must be in Tenths

When billing hourly, the attorney shall submit an itemized billing in tenths of an hour increments as demonstrated in the chart below. JAC will round down for any submitted hourly billing that is not billed in tenths.

<b>1.0</b>	<b>1-6 minutes</b>
<b>2.0</b>	<b>7-12 minutes</b>
<b>3.0</b>	<b>13-18 minutes</b>
<b>4.0</b>	<b>19-24 minutes</b>
<b>5.0</b>	<b>25-30 minutes</b>
<b>6.0</b>	<b>31-36 minutes</b>
<b>7.0</b>	<b>37-42 minutes</b>
<b>8.0</b>	<b>43-48 minutes</b>
<b>9.0</b>	<b>49-54 minutes</b>
<b>10.0</b>	<b>55-60 minutes</b>

### Total Time Billed

The total time billed for any particular work session on a case cannot exceed the amount of actual time expended during that work session on the particular case. For example, if the attorney reviewed three separate pleadings during a particular work session for a total of five minutes, then the attorney should bill .1 for that totality of that activity of reviewing all three pleadings. The attorney should not individually bill .1 three separate times for review of each separate pleading.

### Block Billing and “On or About” Language Prohibited

A billing may not contain entries in which the attorney bills for services across multiple dates in a single entry or multiple tasks for one date in a single entry unless the time for each service is listed individually. Each billing entry must indicate the precise date that the service was rendered and cannot contain any language suggesting ambivalence regarding the date the activity was performed. Pursuant to the capital collateral contract, the attorney is required to maintain detailed contemporaneous records of his or her time spent on court-appointed cases.

A billing containing block billing entries or “on or about” type language may result in JAC finding that the attorney has failed to maintain detailed contemporaneous records as required by JAC Policies and Procedures.

### Page Amounts

Any time an attorney bills for the reviewing of documents, the attorney must indicate a reasonable estimate of the number of pages reviewed. The attorney shall bill the actual time spent reviewing the documents. As a general rule, JAC anticipates that an attorney will spend no more than 2 minutes per page (30 pages an hour) reviewing documents. This allotment includes time for outlining and taking appropriate notes. If at any time the attorney believes that more than 2 minutes per page was warranted, the attorney should provide a brief explanation (i.e., handwritten police report). Subsequent review of documents should take significantly less time.

## Requirements for Hourly Statements

Florida law requires that the attorney maintain appropriate documentation, including a contemporaneous and detailed hourly accounting of time spent providing representation. The attorney must maintain records with sufficient detail to enable JAC to determine the activities performed by the attorney and assess the reasonableness thereof. Generic descriptions are insufficient (i.e. “trial preparation – 8.0 hours”). Documented case activity must be descriptive and include identifying details. The attorney must specifically identify on the billing the following information:

- names of persons deposed/interviewed;
- names of pleadings;
- types of motions;
- discovery documents reviewed;
- number of pages reviewed;
- type of hearing and hearing’s purpose if appropriate; and
- description of legal issue researched.

For other activities, the attorney shall provide enough detail for a meaningful audit.

## Examples of Acceptable/Unacceptable Hourly Descriptions

Acceptable	Unacceptable
<b>Attended hearing on motion to Suppress; to Continue; in limine</b>	<b>Attended hearing</b>
<b>Review depositions of Halm and Brown-.5 hr/ 50 pgs; police reports 2.0 hr/75 pgs</b>	<b>Receive and Review discovery</b>
<b>Draft Motion to suppress/motion to continue</b>	<b>Draft Motion/pleading</b>
<b>Research issue on abandonment/ hearsay exception/prior testimony</b>	<b>Research</b>
<b>Interview witness - .4 hr /review witness statements – 50 pgs - 1.2 hr</b>	<b>Investigation</b>
<b>Telephone call to/from client/conf. with State Attorney</b>	<b>Telephone call</b>
<b>Reviewed letter from State Attorney [2 pgs]</b>	<b>Reviewed letter</b>
<b>Read depositions 100 pgs - 3.2 hr/witness statements 50 pgs - 1.1 hr</b>	<b>File Review</b>
<b>Drafted letter to Expert/Client</b>	<b>Drafted Letter</b>



<b>Reviewed deposition of J. Smith for hearing 65 pgs</b>	<b>Reviewed deposition</b>
<b>Attended deposition of J. Doe</b>	<b>Attended deposition</b>
<b>Prepared questions/reviewed witness statement</b>	<b>Prepared for deposition</b>
<b>Drafted memo of law on probable cause</b>	<b>Draft memo to file</b>
<b>Trial prep – prepare opening 1.0 hr.; .5 hrs.; prepare questions for 25 docs - 2.1 hr John Doe 1.5 hrs.; review jury questions -.8 hr; examine exhibits, prepare proposed voir dire questions</b>	<b>Trial Prep</b>

The above examples are illustrative and not intended to be a complete list. The examples are minimum descriptions. The attorney is encouraged to provide greater detail.

### **Billing for Multiple Services in a Single Day**

A billing may not contain multiple entries in a single day billed together as one time increment. When multiple services are reported on one line, time for each service should be listed individually. The services should be billed individually in order for JAC to ascertain the reasonableness of the entries. JAC may return a bill for failure to separate daily entries.

### **Non-Billable Items**

For services rendered on or after July 1, 2013, non-billable items include, but are not limited to, the following:

1. Services performed by:
  - a.) support staff,
  - b.) paralegals,
  - c.) law clerks, and
  - d.) secretaries.
2. Time related to or in furtherance of billing, or time related to defending a disputed bill.
3. Time spent reviewing invoices of due process vendors.
4. Time spent preparing motions for attorney fees and costs, investigative and miscellaneous costs, and/or related expenses and time spent in hearing on said motions.
5. Activity not reasonably related to the merits of the underlying case. This includes time spent preparing routine documents such as notices of unavailability, calendaring hearings, setting depositions, and providing instructions to staff.

6. Office or administrative functions. This includes secretarial and administrative work performed by any person, including the attorney assigned to the case. Even if the attorney completes the work, administrative work cannot be billed.
7. Time spent defending against a bar complaint, 3.850 motion, or other grievance filed by the client.
8. Activity not reasonably related to the defense of the case.
9. Correspondence with JAC and conversations with JAC staff.

### **Apportionment of Time between Cases**

When the attorney performs activities attributable to more than one case, the time must be apportioned between all the cases. If the 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.

If there is a hearing or other proceeding that can be attributed to more than one case, then the attorney shall divide the time spent between those cases in such a manner that the total amount of time divided among the cases is the actual time spent in the hearing or other proceeding. The attorney may not charge more than the actual time spent on a matter. For example, the attorney may not bill two hours for a one hour hearing simply because the defendant has two cases being heard at the same time (a/k/a stacked-billing or double-billing).

### **Requirement to Track Hours Billed Across Multiple Cases**

An attorney shall not bill for more than 10 hours on a single date or more than 50 hours in a calendar week without providing an explanation justifying those hours. The attorney is solely responsible for tracking the number of hours worked across all cases billed through JAC. When the attorney is billing for more than 10 hours in a day or more than 50 hours in a calendar week, the attorney needs to identify all of the cases implicated in each billing as well as provide a short explanation for the number of hours worked. If the attorney is billing the hours on a single case, then a brief explanation (such as “in trial”) will be sufficient. However, if the attorney is billing the hours across multiple cases, the explanation should also provide the case information for the other cases involved as well as a more detailed explanation.

### **Hourly Billing**

The JAC Capital Collateral Attorney Fee Invoice/Voucher Cover allows for billing for only one stage as set forth in s. 27.711. If the attorney intends to submit billing for multiple stages, attorney must submit separate Invoice/Voucher Covers and hourly invoices for each stage billed.

Generally, the attorney should only seek to bill after the case has reached a billable stage as set forth in s. 27.711, F.S. Those billable stages are:

1. \$2,500 from appointment to filing notice of appearance.
2. \$20,000 through filing motion for postconviction relief.
3. \$20,000 through issuance of final order on motion for postconviction relief.
4. \$20,000 through filing of briefs on appeal of order on motion for postconviction relief.

5. \$10,000 through issuance of a final order on motion for postconviction relief upon remand from appellate proceedings.
6. \$4,000 through denial of appeal.
7. \$2,500 for petition for writ of certiorari to the U.S. Supreme Court.
8. \$5,000 for proceedings following issuance of a death warrant.

When seeking fees, the attorney must submit separate billings for each stage of representation. If services cover more than one stage, then multiple billings must be submitted so that the services for each stage do not overlap.

### **Maintenance and Inspection of Billing-Related Records**

Pursuant to the capital collateral contract, the attorney is required to keep contemporaneous detailed records to enable JAC to verify all costs, expenses, and time expended in representation of court-appointed clients. The records shall include supporting documentation necessary to adequately evaluate and substantiate payments made to the attorney. The attorney shall maintain appropriate documentation, including contemporaneous and detailed hourly accounting of time spent representing the client.

These records and documents are subject to review by JAC, subject to the attorney-client privilege and work-product privilege. The attorney may redact information from the records and documents only to the extent necessary to comply with the privilege. The attorney must maintain the records and documents in a manner that enables the attorney to redact information subject to a privilege in order to facilitate and not impede JAC's review of the records and documents.

Upon JAC's issuance of a notice of inspection of records and documents as to a particular case, the attorney must deliver to JAC copies of any and all contemporaneous billing records related to that case within a reasonable period of time. This time period shall not exceed 30 days unless an extension is granted by JAC in writing. The 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.

The attorney must retain and make available for inspection and audit at the attorney's place of business, upon reasonable notice, all books, statements, ledgers and other financial records relating to services in court-appointed cases for a period of five (5) years from the date of each payment, or until all Federal or State audits that may relate to each payment are complete for the applicable fiscal year, whichever is later, unless ordered sealed by the Court. For purposes of this inspection, 14 days notice shall be deemed reasonable notice.

### **Tuition and Expenses**

Section 29.711(7), F.S. provides a maximum of \$500 per fiscal year for continuing legal education pertaining to the representation of capital defendants. The attorney should indicate on the voucher cover that a billing includes this expense and provide invoice(s) and proof of payment for these expenses.

## **Contemporaneous Records**

To seek compensation, the attorney must maintain appropriate documentation, including a contemporaneous and detailed accounting for the time spent on the case. The attorney must record with sufficient detail all the activity performed during the same general period of time as the occurrence of those activities. These records and documentation are subject to review by JAC, subject to the attorney-client privilege and work product privilege.

## **Procedural Compliance**

Prior to filing a motion for compensation, the attorney must submit the appropriately completed and executed Invoice/Voucher Cover for attorney fees and costs, as well as all other necessary supporting documents, including supporting affidavits.

The attorney shall provide detailed descriptions for each activity listed, including but not limited to, the increment of time associated with the rendered activity, the identification of documents and materials, the number of pages, and the names of deponents and witnesses interviewed, as applicable. Failure to provide such records shall constitute the attorney's waiver of the opportunity to seek compensation.

As with all other intended billings, JAC shall review for completeness and compliance with contractual and statutory requirements. Upon review, JAC will send the attorney an applicable response as discussed in Section II-A.

## **Evidentiary Hearing**

For those billing which are over the caps set forth in s. 27.711, or where there are billing issues that have not been resolved, JAC reserves the right to request appearance at the hearing and to appear telephonically.

## **Section III – Miscellaneous and Investigative Expenses**

### **A. General Practices and Procedures**

#### **Obligation**

An attorney billing for miscellaneous and investigative expenses shall follow the requirements of Florida Law, the capital collateral contract, and JAC's Policies and Procedures.

Any forms and documents submitted to JAC should include the attorney's name and bar license number.

#### **Vendor Contracts**

Those vendors who desire direct payment from JAC must enter into a contract with JAC to facilitate direct payment. JAC only makes direct payment to those vendors who have executed a contract with JAC. Although a contract is generally not required for other state entities, a Florida state entity must be willing to bill JAC directly in order for JAC to make direct payment to the vendor.

If a vendor or other entity providing services to the defense does not have a contract with JAC or is unwilling to bill JAC directly, then the attorney pays the vendor or other entity and then seeks reimbursement from JAC. To the extent that the attorney pays in excess of the established rates or in excess of the amounts authorized by the court, JAC shall reimburse the attorney for the amounts reimbursable under Florida law or court order. JAC has established two types of vendor contracts.

- The Type 1 Due Process Contract will be used for those 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 provided at the rates established by the legislature or by JAC where the legislature has not established a rate. If a vendor bills in excess of the established rates, JAC will be authorized to correct the billing to the correct rates and then process the billing for payment.
- The Type 2 Due Process Contract is generally used 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 expertise of the vendor or other factors warrants compensation at a rate higher than the established rates. Except in exceptional circumstances, the Type 2 Due Process Contract will not be executed with vendors of ordinary due process services such as court reporters and private investigators.

The JAC Due Process Contracts are posted on JAC's website.

### **Methods of Paying Miscellaneous and Investigative Expenses**

JAC will reimburse for miscellaneous and investigative service costs in one of two ways: JAC pays the vendor after the attorney certifies the service costs; or the attorney pays and is subsequently reimbursed by JAC.

### **Invoice/Voucher Cover**

The Invoice/Voucher Cover is essential for the satisfactory billing for miscellaneous and investigative services. The attorney must appropriately complete, execute, and submit the applicable Invoice/Voucher Cover, as well as all necessary supporting documents.

Invoice/Voucher Covers for attorney fees and costs and corresponding instructions are available on JAC's website.

An intended billing for miscellaneous and investigative service costs is not considered submitted to JAC until and unless JAC receives an original Invoice/Voucher Cover signed by the attorney and the vendor, along with all necessary supporting documents.

The Voucher Cover may not be signed prior to the receipt of the services requested. For example, the attorney may not sign a Voucher Cover for a transcript until after the attorney has actually received the transcript. **Any voucher cover signed prior to the receipt of the service will be returned.**

The attorney should keep a copy of any voucher covers that he or she signs in relation to a court-appointed case. Under the JAC Contract, the attorney and the 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 in *My JAC*. In most instances, due process vendors will complete and submit their billings online by generating an electronic JAC Invoice/Voucher Cover. During the billing process, the due process vendor will provide the information necessary to complete the JAC Invoice/Voucher Cover. Once a due process vendor submits an electronic JAC Invoice/Voucher Cover, the attorney is notified by email that the billing is pending attorney review.

The attorney will log into *My JAC* and review the billing and supporting documentation and then either approve or reject the billing. 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 via email. The vendor will need to contact the attorney to resolve the issue. The JAC Help Desk cannot assist in this regard.

### **Certification of Miscellaneous and Investigative Expenses**

Generally, intended billings for these costs shall be certified by the attorney (and the vendor when the vendor is billing JAC directly). Certification is provided on the applicable Invoice/Voucher Covers 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/Voucher cover until the work is actually completed. **If JAC receives an Invoice/Voucher cover that was executed prior to the date the vendor completed the service, then JAC will return the intended billing.**

### **Original Invoice**

All intended billings for miscellaneous and investigative costs must be submitted using the applicable JAC Invoice/Voucher Cover. Vendors may use their own original invoices as support for the intended billing as long as the invoice contains sufficient detail to support the intended billing.

### **Prompt Review of Invoices**

Any direct payment to a vendor is contingent upon the attorney providing any and all necessary documentation in support of a billing to JAC in an expeditious fashion. The attorney shall promptly review any billing for direct payment to a vendor for accuracy and completeness and must certify that the work was



satisfactorily performed. In the event JAC issues a deficiency notice regarding any billing, the attorney or the 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 vendor. For billings submitted through the Online Billing Submission system, Attorneys are required to approve or reject due process vendor billings within 10 business days.

### **Prohibited Practices**

The attorney is prohibited from obtaining services for his or her court-appointed clients from a 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.

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 vendor or other business entity who provides services to the attorney's court-appointed 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.

A vendor is prohibited from paying, offering or giving anything of value to the attorney including a gift, loan, reward, promise of future employment, favor, or service, as consideration or other remuneration for providing services in court-appointed 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 vendors waive compensation for services in any form whatsoever where either the attorney or the vendor has engaged in these aforementioned prohibited practices.

## **B. Service and Notice**

### **Standing of JAC**

JAC shall only pay for services as set forth in s. 27.711, F. S., reasonably required for the defense of the case. JAC has standing to contest the authorization for any service costs and the amount of said costs. The attorney shall have the burden to establish that the costs are reasonable and necessary to the defense of the case.

If attorney obtains services without prior court approval, then attorney may be personally liable to reimburse the vendors. JAC is not privy to any contract between the attorney and vendors and in no way accepts responsibility or liability for quality of service, terms and conditions, or any other aspects of any contract between the attorney and vendors.

## Notice

The attorney must serve JAC with a copy of the motion for miscellaneous or investigative costs prior to a court entering an order regarding service costs. For example, a court order is always required for any services in excess of rates established by law. 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 costs. Absent express waiver from JAC, all costs must be approved by the court through specific court order.

A written motion for costs must specify the type of service requested, the rate requested, and an estimated maximum amount of costs required. **The motion shall be properly served on JAC a minimum of five (5) business days prior to the date of the hearing on the motion.** Pursuant to the JAC Contract, to be considered served, an electronic copy of the pleading must be submitted via email to [pleadings@justiceadmin.org](mailto:pleadings@justiceadmin.org). JAC's failure to respond to such a motion shall not constitute a waiver of JAC's right to be heard regarding the matter. Unless JAC affirmatively waives the right to a hearing, JAC may seek to vacate any order entered without a hearing or without sufficient notice to JAC.

JAC will not pay for vendors that are obtained in violation of these requirements. The attorney is solely responsible for compensating a vendor obtained in violation of these requirements.

## Contents of Motion Seeking Authorization for Costs

A motion seeking authorization for costs 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 attorney 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 attorney also has the burden to establish the particularized need for the services. Miscellaneous and investigative costs are those costs necessary to ensure a defendant's meaningful access to the courts.

## C. General Compensation

### Rates and Vendors for Services

JAC reviews due process service invoices to verify compliance with the recognized rates and amount authorized as established pursuant to Florida law.

Pursuant to the JAC Contract, the rates applicable in Capital Collateral cases are the same as the rates applicable for other private court appointed cases. These rates are established annually in the General Appropriations Act. The current rates are posted on the JAC's website.



If the rate for a particular service has not been established, JAC may establish a rate. In establishing rates, JAC will rely upon its experience since July 1, 2004, as well as the recommendations of the Article V Indigent Services Advisory Board, in determining the appropriateness of a rate charged and the total amount of compensation.

The Indigent Services Advisory Board's recommendations are as follows:

Expert Witness Categories	Average	Suggested Ranges
<b>Expert Witness Fees - Per Hour</b>	\$154.17	<b>\$150 - \$200</b>
<b>Expert Witness Fees - In Court - Per Hour</b>	\$147.17	<b>\$125 - \$150</b>
<b>Expert Witness Fees - Out of Court- Per Hour</b>	\$111.20	<b>\$50 - \$150</b>
<b>Exp. Wit. Fee - Waiting to Testify - Court - Per</b>	\$71.33	<b>\$50 - \$75</b>
<b>Exp. Wit. Fee - Waiting to Testify - Depo.- Per</b>	\$66.83	<b>\$50 - \$75</b>
<b>Expert Witness Fee - Travel - Per Hour</b>	\$63.50	<b>\$50 - \$75</b>
<b>Expert Witness Fees - Per Case</b>	\$1,580.0	<b>\$1,500-\$2,000</b>
<b>Psychological Exam - Per Exam</b>	\$246.88	<b>\$150 - \$400</b>
<b>Psychologist - In Court/Testify - Per Hour</b>	\$136.60	<b>\$125 - \$150</b>
<b>Psychologist - Waiting to Testify - Per Hour</b>	\$84.80	<b>\$50 - \$75</b>
<b>Medical Doctors - In Court or Depo. - Per Hour</b>	\$156.43	<b>\$150 - \$200</b>
<b>Medical Doctors - Out of Court - Per Hour</b>	\$128.33	<b>\$100 - \$125</b>
<b>Other Pre-Trial Expert - In Court - Per Hour</b>	\$102.67	<b>\$75 - \$100</b>
<b>Other Pre-Trial Expert - Out of Court - Per Hour</b>	<b>\$77.00</b>	<b>\$50 - \$75</b>

### Investigators

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 due process vendor is providing services that require investigator licensing under Florida law, the vendor shall comply with the requirements to be licensed as an investigator. The vendor shall provide the investigative firm license (A license) and the private investigator license (C license) of the investigator contracting with JAC. If the private investigative firm employs more than one private investigator who will be providing services under the Due Process Contract, the vendor shall provide the private investigative license (C license) of the primary investigator for the firm. The vendor shall also provide the private investigator licenses (C and CC licenses) of all investigators who will be providing services to be compensated through JAC.

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.

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 up 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.

The due process contracts limit the submission of investigator billings by requiring either a billing represent an unpaid amount of at least \$500 (12.5 hours of work) or billing at the conclusion of investigator services on a case. If an investigator submits a billing for less than \$500 prior to completion of services on a case, the billing may be returned.

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.

### **Service of Process**

Service of process upon witnesses should be through the sheriff unless the sheriff is unable or unavailable to provide service of process. Under s. 57.081, F.S., the sheriff is available to provide service of process without prepayment in cases involving indigent persons. The sheriff must be used to serve in-county law enforcement absent exceptional circumstances. In order to use a private process server to serve in-county law enforcement officers, 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 non-law enforcement, the sheriff should be used absent exceptional circumstances. JAC may object to reimbursement of private process server fees on non-law enforcement if there appears to have been adequate time for the sheriff to handle service.

### **Mitigation Specialists**

In capital death cases, the legislature has authorized a higher maximum rate for mitigation specialists to allow for specialized expertise, skills and education beyond that normally required for an investigator. 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 will need to reflect the hourly rate and the maximum amount authorized for the mitigation specialist. Absent an order authorizing a higher hourly rate, a mitigation specialist will be compensated at the rate authorized for a private investigator.

### Diligent Efforts

If the attorney intends to procure services at a rate higher than the established rates, the attorney must make a showing that the particular service is necessary to the defense of the case and that the attorney has made a diligent effort to find the service within the established rates. Diligent effort includes, but is not limited to, evidence that the attorney sought the services of at least three vendors willing to work on the case but none were willing to work at the established rates. If a court authorizes services in excess of the established rates, the order should contain findings as to the diligent efforts the attorney made to obtain services within the rates established by law.

### Out-of-State Due Process Vendors

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

### Transcripts

JAC may pay 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 pay for one original and one copy only. The order should reflect the name of the witness and the date of the deposition to be transcribed.

A generic order authorizing transcripts prior to the taking of depositions will not suffice for payment purposes as a general rule. For example, language in the order of appointment authorizing the attorney to order “necessary” transcripts does not suffice for payment purposes.

JAC may pay for the cost of one original transcript of any deposition, hearing, or other proceeding. Any other payment for a transcript of that same deposition, hearing, or other proceeding, regardless of whether the transcript is an additional original transcript or a copy, shall be at the rate paid for a copy of a transcript. This applies regardless of which state agency pays for the first original transcript.

The court order authorizing transcripts must be attached to the intended billing 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 intended billing 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 sign the invoice.

In determining the number of pages to be billed, JAC pays 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 pay 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. Jud. Admin. 2.535(f).

### Appearance Fees

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 transcribing the deposition in the event a court reporter or court reporting firm is unable or unwilling to prepare a transcript 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 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 JAC 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 aforementioned 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 \$25 per hour. Unless there is a break exceeding an hour, the \$25 per hour rate continues to apply to any depositions taken in a case.

For example, the defense has depositions for a case from 8:00 a.m. to 12:00 p.m. The court reporter would bill a total of \$150 for this session (\$75 for the first hour and \$75 for the second, third, and fourth hours).

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 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 \$125 for the first session and \$125 for the second session.

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 \$150 for the session (\$75 for the first hour and \$75 for the second, third, and fourth hours.) Because the court reporter is being paid for the wait time, the court reporter cannot bill \$75 for the fourth hour even though there was a break of 2 hours.

### Certificates of Non-Appearance

The appearance fee paid by JAC includes payment for 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 during a deposition session.

### Interpreters

JAC's role is to provide costs for foreign language interpreting services **outside** of the courtroom (or other judicial proceedings) such as deposition or witness interviews. Insofar as the Type 1 Due Process contract, JAC has included language authorizing 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 recent changes adopted by the Florida Supreme Court in relation to foreign language interpreting services.

### Prepayment/Retainers

JAC does not prepay or provide a retainer for miscellaneous or investigative expenses. The attorney shall not seek to have JAC prepay or provide a retainer for such services. If a vendor requires prepayment or a retainer, the attorney shall pay the amount and seek reimbursement only after the vendor has completed the services for which the prepayment or retainer was paid. The attorney shall only be reimbursed the amount necessary to compensate the vendor at the appropriate hourly rate, irrespective of the amount of the retainer.

### Deposition of State Attorney's Expert

If the attorney seeks to depose the State Attorney's expert witness, the attorney must obtain a court order authorizing any compensation for the expert. The expert will bill the attorney just like any other expert. The attorney will then



appropriately complete and execute the applicable forms for service costs, as well as submit all necessary supporting documents, for payment of the expert. The expert cannot be paid rates beyond those established by law without a court order which details the reason for deviating from rate established by law. If there is no rate set, then a court order must contain detailed justification for the rate. JAC will not pay any more than the compensation rate paid by the State Attorney for the expert.

### **Travel Time for Vendors**

Other than investigators, 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.

### **Statutory Exemption/Waiver of Prepayment**

Pursuant to s. 28.345, F.S., private court-appointed counsel are exempt from all court-related fees and charges assessed by the clerks of the circuit courts. As delineated in s. 57.081, F.S., an indigent shall receive the services of the courts, sheriffs, and clerks, with respect to pending proceedings, despite his or her present inability to pay for these services including filing fees; service of process; certified copies of orders or final judgments; a single photocopy of any court pleading, record, or instrument filed with the clerk; examining fees; mediation services and fees; subpoena fees and services; service charges for collecting and disbursing funds; and any other cost or service arising out of pending litigation. The 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 of court or sheriff and (2) filing appropriate motions with the trial court to obtain such services pursuant to the exemption or without prepayment. JAC shall not reimburse the attorney, either directly or indirectly through a due process vendor, for charges paid to the court, the sheriff or the clerk or court, in relation to services for which the 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.

### **Non-reimbursable Expenses**

The attorney shall not bill for any purchase of computer equipment including portable flash and hard drives, office equipment, electronic equipment, office supplies, legal materials, books, clothing, personal items, haircuts, manicures, dry cleaning, or other such personal services for the attorney, the client, or a vendor. The attorney shall not bill for any purchase of computer equipment including portable flash and hard drives and other portable devices such as MP3 players.

## **D. Methods of Paying Miscellaneous and Investigative Expenses**

### **JAC Pays Vendor after Counsel Certifies**

Upon receiving a bill or invoice from the vendor, after completion of the service, the attorney must certify the bill or invoice. Both the attorney and the vendor must sign the applicable JAC Invoice/Voucher cover. The billing process is completed through JAC's Online Billing Submission System. The attorney must have submitted the case opening documents before a vendor may be paid. JAC may then pay the

vendor directly. Copies of court orders authorizing such costs must be provided with the intended billing except when no court order is required. The attorney may not certify the work is completed 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 service vendor. **Any Voucher Cover received by JAC that certifies the work was done prior to completion of the work will be returned.**

### **Counsel Pays and is Subsequently Reimbursed**

The attorney may pay the vendor directly and then seek reimbursement from JAC. Reimbursement for service costs may be at the time the attorney seeks attorney fees, or after the attorney has accrued at least \$500 in out-of-pocket costs. After certifying the bill or invoice, the attorney must submit the original bill or invoice with a completed applicable Invoice/Voucher Cover. The attorney must also provide proof of payment. Copies of court orders authorizing such costs must be provided with the billing except when no court order is required. The attorney is entitled to reimbursement only if all procedures have been followed and appropriate documentation has been provided to JAC. Absent express court approval, the attorney may not be reimbursed to the extent the costs exceed the rates or limitations established by law or court order.

### **Online Billing Submission System**

Due process billings must be submitted through the Online Billing Submission system on [My JAC](#). 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 in [My JAC](#) to submit the order of appointment and required documentation.) Prior to beginning an online invoice submission, the due process vendor will need to have the necessary documentation ready. During the billing process, the due process vendor will complete an electronic JAC Invoice/Voucher Cover. 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 attorney or 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 due process vendor will receive a confirmation email. The attorney will log into [My JAC](#) and review the billing and supporting documentation and then either approve or reject the billing. Attorneys are required to approve or reject due process vendor billings within 10 business days. To assist in submitting billings through this new system, additional instructions and tutorials are available on [My JAC](#).

### **E. Signing the JAC Invoice/Voucher Cover**

When the attorney signs the JAC Invoice/Voucher cover, the attorney is certifying the validity of the services listed on the voucher cover. Signing a JAC Invoice/Voucher Cover prepared by a due process vendor is much more than a ministerial task. The attorney signing the voucher cover is certifying that the services

were satisfactorily performed and necessary for the representation. For transcripts, the attorney is further certifying the number of pages billed. If the attorney has any concerns regarding the accuracy of a billing, the attorney should resolve those concerns prior to signing the voucher cover.

Pursuant to the capital collateral contract, the attorney may be liable for overpayments made to a due process vendor when **the attorney knew, or should have known, that the Voucher Cover was inaccurate at the time the attorney executed it.**

## Section IV – Miscellaneous Expenses

### A. General Practices and Procedures

#### Miscellaneous Expenses

When authorized, miscellaneous expenses must be directly related to the representation of the client in the case for which the attorney is court-appointed. Expenses which are incidental to the attorney's business operations are not reimbursable. For example, "photocopies of JAC intended billings" are not permitted expenses.

When authorized, miscellaneous expenses may only be billed at the same time the attorney bills for attorney fees and costs. Intended billings which include miscellaneous expenses that are not authorized will be reduced accordingly.

JAC will not pay for ordinary miscellaneous expenses including, but not limited to, postage, telephone calls, ordinary photocopying, and online research costs. Those costs are incorporated into attorney fees paid pursuant to Florida law and are not compensated separately from the applicable fee.

JAC does pay for copying costs associated with obtaining documents including public record requests and similar copying charges. When miscellaneous expenses are authorized, the attorney must use the applicable Invoice/Voucher Cover available on the JAC website. Additionally, corresponding instructions are also available on the JAC website.

The attorney seeking any miscellaneous expense reimbursement must submit detailed logs for any such reimbursement (i.e. mileage, telephone calls, postage, courier service, photocopies, etc.).

### B. General Compensation

#### Mileage

Where authorized, mileage reimbursement will be at the established rate of \$0.445 per mile for travel. The attorney seeking reimbursement for mileage must submit a properly completed travel voucher issued by the Florida Department of



Financial Services. Any request for mileage must be supported by documentation. The attorney may only bill for mileage when the destination is in excess of 50 miles (one-way) from the attorney's office.

In-state, city-to-city mileage calculations can be found at <http://www.dot.state.fl.us/planning/statistics/hwydata/intercity.shtm>

If an in-state travel destination is not included or available on this website, or if the travel is out-of-state, mileage may be calculated using an internet map website (i.e. [www.mapquest.com](http://www.mapquest.com)). Alternative sources may only be used when there is no entry on the DOT website.

### **Photocopies**

With prior court approval, bills or invoices for out-sourced photocopy services may be reimbursed for the reasonable amount of the bill or invoice as a due process services cost. Copies made for administrative purposes are not reimbursable for services rendered on or after July 1, 2013. Additionally, photocopies pertaining to the court-appointed case obtained from Clerks of the Courts' offices are free to the attorney, and thus, are not reimbursable. See §§ 28.24 & 28.345, F.S.

### **Legal Research**

On-line legal research constitutes an office expense and is not reimbursable for services rendered on or after July 1, 2013. It is considered part of office overhead similar to subscriptions to legal periodicals.

### **Conference Rooms**

Generally, reimbursement for conference rooms is not permitted. In those circumstances where depositions or interviews are conducted outside the county, the attorney should check with the local court or public defender's office for that county, or other appropriate entity, for available free space. If no other free space is available, the attorney is required to obtain court approval prior to renting such space.

## **Section V –Procedural Requirements**

### **Unique Invoice Number**

Attorneys and due process vendors are required to use a unique invoice number for each billing. This makes it easier to identify billings in the Florida Accounting Information Resource (FLAIR) system and reduce Department of Financial Services (DFS) inquiries regarding possible duplicate payments because billings from the same attorney or due process vendor share an invoice number.

### **Submission of Documents**

Unless an original is required or requested by JAC, documents such as motions or court orders should be submitted through email to:

[pleadings@justiceadmin.org](mailto:pleadings@justiceadmin.org)

Justice Administrative Commission

Policies and Procedures for Capital Collateral Private Court-Appointed Counsel

Page 33 of 40

Effective 07/01/15

Responses to Audit Deficiencies should be submitted through e-mail to:

[pleadings@justiceadmin.org](mailto:pleadings@justiceadmin.org)

Forms or documents requiring an original signature such as Invoice/Voucher Covers, invoices, and travel reimbursement forms, **may not be faxed or emailed**. Accordingly, such documents must be submitted through the Case Opening or Online Billing Submission systems available on [My JAC](#).

### **Legibility & Intelligibility**

Any documentation submitted to JAC must be legible and intelligible. Any documentation submitted to JAC which is illegible or unintelligible will be returned and will not be considered satisfactorily submitted with JAC.

### **Sufficient Postage**

Proper postage for letters and other packages sent to the Justice Administrative Commission (JAC) is the responsibility of the sender. JAC will not accept delivery of letters and other packages with insufficient postage or postage due.

Careful attention has to be paid to the size and dimensions of the package to insure proper postage is applied. Information regarding the US Postal Service's postage requirements and postage rate structure may be found on their website: <http://www.usps.gov>. 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 US Postal Service:

<http://pe.usps.com/text/dmm100/intro.htm>

### **Late Fees/Interest/Cancellation Fees**

The attorney shall reimburse JAC for any due process service costs, such as an interest charge, loss of prompt payment discount, or other cost or expense incurred by JAC due to delay in payment of a due process service bill or invoice attributable to the attorney's error, omission, or untimely submission. JAC has no responsibility for and will not pay for any cancellation fees or loss of business charges. The attorney shall attempt to resolve any dispute between the attorney and vendor without JAC intervention.

## **Section VI – Necessary and Applicable Forms**

### **Online Case Opening**

The attorney must open new court appointments through the Case Opening system in [My JAC](#).

### **Online Billing Submission**

The attorney and due process vendors should submit billings through the Online

Billing Submission systems available through [My JAC](#).

### **Guidelines and Tips for Submitting Files Through My JAC**

- 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.

### **Attorney Fees & Costs**

All necessary and applicable Invoices/Voucher Covers for attorney fees and costs are available on the JAC website. Corresponding instructions for each form are also available on the JAC website.

### **Direct Pay of Miscellaneous and Investigative Costs**

All necessary and applicable Invoices/Voucher Covers for direct pay of miscellaneous and investigative costs are available on the JAC website. Corresponding instructions for each form are also available on the JAC website.

### **Counsel Reimbursement of Miscellaneous and Investigative Costs**

All necessary and applicable Invoices/Voucher Covers for reimbursement of miscellaneous and investigative costs are available on the JAC website. Corresponding instructions for each form are also available on the JAC website.

### **Travel Prepayment / Reimbursement**

All necessary and applicable Invoices/Voucher Covers for travel prepayment or reimbursement are available on the JAC website. Corresponding instructions for each form and a State of Florida Travel Tips guide are also available on the JAC

website.

### **Witness Reimbursement**

All necessary and applicable Invoices/Voucher Covers for witness payment are available on the JAC website. Corresponding instructions for each form are also available on the JAC website.

## **Section VII – Confidentiality and Public Records**

### **Public Records**

Forms, bills, 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 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.

### **Confidential Information Should be Redacted**

JAC does not require confidential information in order to process payment of submittals. To assist with auditing, JAC has been given the statutory authority to inspect court dockets under Ch. 39, F.S., and the authority to inspect and copy records under Ch. 985, F.S. Accordingly, the attorney does not have to reveal confidential information when providing a submittal to JAC. The attorney should

redact any confidential information from documents submitted to JAC. However, documents must not be redacted to the point where the document is meaningless.

## **Section VIII – Counsel and Witness 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 or the attorney for which reimbursement will be claimed on a uniform travel voucher as promulgated by the Department of Financial Services. Travel expenses are compensable to the extent authorized by law.

#### **Traveler’s Requirements:**

- Include a valid court order identifying approved traveler with each travel request.
- Adhere to guidelines set forth in s. 112.061, F.S., Department of Financial Services Regulations, and the policies and procedures of the JAC.
- Review information regarding travel at:  
[https://www.justiceadmin.org/court\\_app\\_counsel/formsandrates.aspx#travel](https://www.justiceadmin.org/court_app_counsel/formsandrates.aspx#travel)
- 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 the attorney, 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 the Florida Department of Financial Services. 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 will no longer be accepting mileage logs. Instead, any request for mileage must be submitted using the travel voucher form approved by the Florida Department of Financial Services pursuant to s. 112.061, F.S. Information on how to complete the travel voucher is posted on the JAC’s 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 point-of-origin to point-of-destination. In state, city-to-city mileage calculations can be found at <http://www.dot.state.fl.us/planning/statistics/hwydata/intercity.shtm>. If an in-state travel destination is not included or available on this website, or if your travel is out-of-state, calculate your mileage using an internet map website that shows such mileage (i.e. www.mapquest.com).

### **Reimbursement**

All original receipts are required. In most circumstances for court-appointed cases, when travel is necessary and court-ordered, the individual (i.e. the attorney, 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 Invoice/Voucher covers for travel reimbursement are available on the JAC website. Additionally, corresponding instructions for each form and a State of Florida Travel Tips guide are also available on the JAC website.

### **Hotels**

Hotel accommodations exceeding \$150 per night require written justification. JAC requires the attorney to include three (3) internet or travel agency quotes for prices of nearby hotels if billing for more than \$150 per night. For additional information, please refer to the JAC website.

### **Competitive Carriers**

The attorney 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 vendor for the area must be provided.

## **C. Travel Prepayment**

### **Prepayment of Limited Travel Expenses**

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 attorneys and due process providers 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. The attorney is responsible for ensuring that any credit or refund is directed to JAC. For JAC to prepay travel, the attorney must supply JAC with all necessary documentation to arrange the travel and a DFS travel voucher signed by the traveler and the attorney as soon as feasible following the completion of any prepaid travel.

All necessary information required by JAC, such as the hotel and flight information, is required to be provided in writing and submitted by the attorney. Because airline policy requires third-party purchase of tickets at a minimum of five (5) days prior to the flight, JAC requires that all necessary information required to buy the ticket be provided in writing and submitted by the attorney at least ten (10) business days in advance of the flight.

**Any attorney who fails to complete timely the DFS travel voucher and supply all necessary documentation will be barred from having JAC prepay travel expenses including hotel or airline bills. All subsequent travel will need to be paid by the attorney and processed for reimbursement only after the travel has occurred.**

#### **Applicable Procedure for Any Travel Prepayment Request:**

- Obtain a valid court order authorizing travel and submit a copy to JAC. Research flight and lodging, as necessary (When competitive carriers do not exist, please provide documentation indicating that the reserved carrier is the sole vendor for the area. Hotel accommodations exceeding \$150 per night require written justification. JAC requires the attorney to include three (3) internet or travel agency quotes for prices of nearby hotels if billing for more than \$150 per night.).
- When possible, request that each vendor hold the intended travel arrangements until JAC processes the travel request and formally reserves the arrangements via payment. (JAC requires at least 24 hours from receipt of all necessary information and documentation to provide payment).
- Promptly submit to JAC, via e-mail, all intended reservations and at least two additional comparative rate quotes for each type of reservation (i.e., common air carriers, lodging facilities, car rental companies, etc.).
- Appropriately complete, execute, and submit the necessary and applicable Invoice/Voucher Cover for travel prepayment (i.e. Travel Expense Request Form; Court-Appointed Attorney Program Travel Related Purchasing Request Form; Counsel Authorization for Agent to Arrange Travel), as well as all necessary supporting documentation. All necessary and applicable Invoice/Voucher Covers for travel prepayment are available on the JAC website.

- Upon satisfactory submission, JAC shall review for completeness and compliance with contractual and statutory requirement, whereby JAC will contact and process payment to the designated vendor.

JAC realizes that some travel vendors will not hold travel arrangements without prepayment or credit card. The attorney should not use a personal credit card to hold a reservation for which prepayment will be sought. Instead, the attorney needs to provide JAC with detailed information as expediently as possible. As time is an essential element, JAC cannot guarantee specific accommodations.

If, after a reservation has been acquired, an intended traveler does not travel, the attorney who requested the travel should provide JAC with an explanation for the cancellation including, but not limited to:

- The full name of the intended traveler and whether a subpoena was issued to this person.
- Facts related to the nonappearance (i.e. Did traveler fail to appear? Was traveler's testimony no longer required? Was there a sudden travel inability due to weather, illness, death? etc.).

#### **Upon Completion of Travel:**

- Once the travel is complete, the attorney must provide JAC with all receipts and supporting documentation as expeditiously as possible.
- JAC staff will assist the attorney in completing the travel voucher.
- The travel voucher must be signed by the attorney and the traveler. The attorney is responsible for returning the signed/executed voucher back to the appropriate JAC staff.