



**JESSICA R. DILLARD**  
BOARD ADMINISTRATOR  
TEXAS BOARD OF PARDONS AND PAROLES  
8610 Shoal Creek Blvd  
Austin, Texas, 78757  
Tel: (512) 406-5452  
Fax: (512) 406-5482

July 1, 2020

***Re: Contract for Outside Counsel Agreement for Fiscal Year 2021***

Please find enclosed an Outside Counsel Agreement Packet for the Texas Board of Pardons and Paroles for Fiscal Year (FY) 2021.

Upon review and completion of the Contract and associated forms, please return them to the address listed below. Additionally, enclosed are instructions for completing and submitting attorney statements for compensation of services rendered.

The Texas Department of Criminal Justice (TDCJ) "Registration Form for Representation of Offender" should be sent directly to the TDCJ-Parole Division at the address noted on the form. Please retain the "Fee Affidavit Form," the "Instructions for Submitting Attorney Statements," the "Attorney Statement" (Form HS-107A), and the "Reimbursement Schedule" for your future reference and use.

**RETURN:** Outside Counsel Agreement  
Special Information Questionnaire Form  
Vendor Direct Deposit and Substitute W-9 Form

**RETURN TO:** Board Administrator  
Texas Board of Pardons and Paroles  
8610 Shoal Creek Blvd.  
Austin, Texas 78757

**Please return all pertinent paperwork no later than July 31, 2020, to avoid processing delays.** As always, the Texas Board of Pardons and Paroles appreciates your continued commitment in the representation of offenders.

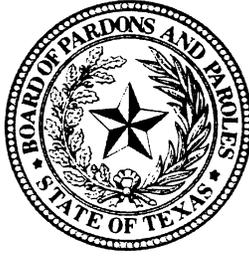
Sincerely,

A handwritten signature in black ink, appearing to read "Jessica R. Dillard", is written over a light blue horizontal line.

Jessica R. Dillard  
Board Administrator

Enclosure: (1) Outside Counsel Agreement Packet  
cc: file

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**STATE OF TEXAS  
BOARD OF PARDONS AND PAROLES**

July 1, 2020

I have read and understand all of the terms and conditions as outlined in the following contracts and forms. Please initial and sign at the bottom of the page and return to the Texas Board of Pardons and Paroles.

\_\_\_\_\_ Outside Counsel Agreement

\_\_\_\_\_ Instructions for Submitting and Completing Attorney Statements

\_\_\_\_\_ Instructions for Vendor Direct Deposit and Substitute W-9 Form

Once you have completed all forms please return forms as outlined below to the Board Administrator of the Texas Board of Pardons and Paroles at the address listed at the bottom of this page. The TDCJ Registration Form for Representation of Offender should be sent directly to the Texas Department of Criminal Justice – Parole Division.

RETAIN:     Instructions for Submitting and Completing Attorney Statements  
              Attorney Statement (Form HS-107A) (Copy for future use)  
              Fee Affidavit Form (Copy for future use)  
              Reimbursement Schedule

RETURN:     Outside Counsel Agreement  
              Special Information Questionnaire Form  
              Vendor Direct Deposit and Substitute W-9 Form (If applicable)

X \_\_\_\_\_  
      (Signature and Date)



**SECTION 4**  
**OBLIGATIONS OF COUNSEL**

Counsel shall provide competent legal representation and advice to certain offenders scheduled to appear at a preliminary and/or revocation hearings, including a continuance and reopening, to consider revocation of their administrative release or other sanctions; scheduled to appear at an erroneous release hearing to consider their return to prison or other parole vote; scheduled to appear at a sex offender condition hearing, including a continuance and reopening; and/or to pursue an appeal of the revocation or sex offender condition hearing by filing a Motion to Reopen hearing with the Board.

In performing the obligations described above, Counsel shall adhere to all rules and regulations of the facility at which hearings are conducted and, more specifically, comply with all instructions from the facility's administrator(s) related to security.

It is understood that Counsel, unless authorized herein, will initiate no litigation concerning matters related to the legal representation of an offender without the prior approval of the Board.

**SECTION 5**  
**OBLIGATIONS OF THE BOARD**

**A. Measure of Liability for Counsel Witness Services**

By execution of this Contract, Counsel will bill by invoice and the Board shall pay for services rendered by Counsel, for work performed pursuant to this Contract and Agreement. In consideration of full and satisfactory performance thereof, the Board shall pay the rate of seventy-five dollars (\$75) per hour for the first two (2) hours and thirty-five dollars (\$35) for every hour after the second hour per appointment for a Preliminary, Revocation, Erroneous Release, or Sex Offender Condition Hearing; and thirty-five dollars (\$35) for a Continued or Reopened Hearing or the submission of a Motion to Reopen Hearing.

**B. Reimbursement for Travel Expenses**

The Board shall reimburse Counsel for any approved travel expenses incurred in connection with the performance of Counsel's duties and obligations pursuant to this Contract and agreement, but such reimbursement shall not exceed the rates for the reimbursement of like expenses for employees of the State of Texas, pursuant to Texas administrative law related to travel expenses promulgated by the Comptroller of Public Accounts. Such reimbursement shall be claimed in the manner specified by the Board.

**C. Reimbursement for Incidental Expenses**

The Board shall reimburse Counsel for any necessary, proper and reasonable incidental expenses incurred in connection with the performance of Counsel's duties and obligations pursuant to this agreement. Such reimbursement shall be claimed in the manner specified by the Board.

**SECTION 6**  
**MAXIMUM LIABILITY OF THE BOARD**

The cumulative liability of the Board to the Counsel pursuant to the provisions of paragraph A of Section 5 hereto shall not exceed the sum of twenty thousand dollars (\$20,000) for the duration of this Agreement, inclusive of any actual and reasonable expenses incurred for travel necessary in the performance of this Agreement at the same rate authorized for state employees.

**SECTION 7**  
**LIMITATIONS ON LIABILITY OF THE BOARD**

This Contract and Agreement shall not be construed as creating any debt by or on behalf of the Board in violation of Article III, Section 49 of the Constitution of Texas in accordance with Article VIII, Section 6 of the Constitution of Texas. All obligations hereunder are subject to the availability of appropriations from the Texas Legislature.

**SECTION 8**  
**REQUEST FOR PAYMENT**

Counsel shall complete the Texas Board of Pardons and Paroles Attorney Statement and submit the statement for legal services and expenses incurred in performing the duties and obligations pursuant to this Contract and Agreement. The statement shall be completed and submitted as outlined in the "Instruction for Submitting and Completing Attorney Statements" and the "Reimbursement Schedule," which is incorporated by reference, to the Board who will process these statements for payment through the Texas Comptroller of Public Accounts. The Attorney Statement must be submitted within **sixty (60) days** from completion of each step within the hearing process (i.e. preliminary hearing, revocation hearing, erroneous release hearing or sex offender condition hearing). Payments to Counsel shall be in compliance with Chapter 2251 of the Texas Government Code and Title 34, Part 1, Chapter 20, Subchapter F, Section 20.488 of the Texas Administrative Code.

**SECTION 9**  
**CONFIDENTIALITY OF INFORMATION AND RECORDS**

During the term of this appointment, as well as thereafter, Counsel agrees to keep all information pertaining to the offender, Board, and its personnel confidential, unless such information is open to the public under Chapter 552 of the Texas Government Code, and will not use any such information to the detriment of the offender, Board, or its officers or employees at any time. In the event that Counsel is provided or obtains access to information made confidential by any state or federal law, then Counsel agrees to strictly maintain the confidentiality of such records or information as may be required by state or federal law and regulations.

**SECTION 10**  
**LIABILITY**

As an independent contractor, Counsel agrees to hold the Board harmless and to indemnify the Board from and against any and all claims, demands, and causes of action of every kind and character which may be asserted by any third party occurring from, in any way incident to, arising out of, or in connection with the activities to be performed by Counsel hereunder. It is expressly agreed and understood between the parties that any payments made to Counsel which may be similar to payments made to employees of the State of Texas have been determined by the Board to be the method of contracting which involved the least expense to the state.

**SECTION 11**  
**RECORDS AND AUDIT**

**A. Duty to Maintain Records**

Counsel shall maintain adequate records to support its charges, procedures, and performances for all work performed pursuant to this Contract and Agreement. Counsel shall also maintain such records as are deemed necessary by the Board or the State Auditor's Office to ensure proper accounting for all costs and performances related to this Contract.

**B. Records Retention**

Counsel shall maintain for a period of **ten (10) years** after the submission of the last claim for the payment of fees or the reimbursement of expenses hereunder, or until all audit or litigation matters in connection with this Contract are resolved, whichever time period is longer, all such records as are relevant to the delivery of services hereunder, or the nature and amount of reimbursement for expenses. Counsel shall grant access to all such books and records to the Board.

**C. Inspection of Records and Right to Audit**

Counsel shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to the State's property, services performed, and charges, such as work papers, reports, books, data, files, software, records, and other supporting documents pertaining to this Contract, for purposes of inspecting, monitoring, auditing, or evaluating by the Board, the State of Texas, or their authorized representatives. Counsel shall cooperate with auditors and other authorized Board and State of Texas representatives and shall provide them with prompt access to all of such State property as requested by the Board or the State of Texas.

**D. State Auditor**

In addition to and without limitation on other audit provisions of this Contract, pursuant to section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of Counsel or any other entity or person receiving funds from the State directly under this Contract or indirectly through a subcontract under this Contract. The acceptance of funds by Counsel or any other entity or person directly under this Contract or indirectly through a

subcontract under this Contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, Counsel or other entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. Counsel further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Counsel shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through Counsel and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Counsel related to this Contract.

## **SECTION 12** **CERTAIN FEDERAL REQUIREMENTS**

Counsel shall ensure that all subcontractors shall comply with the provisions of this section in connection with any subcontract in excess of ten thousand dollars (\$10,000) entered into by Counsel, as a result of the duties imposed on Counsel by this Contract.

If funds provided in whole or in part by the United States are used to meet any obligation of the Board to Counsel pursuant to this Agreement, then Counsel shall comply with the following provisions:

### **A. Drug-Free Work Place Act**

Counsel shall comply with the provisions of the Drug-Free Work Place Act, 41 U.S.C. Section 8102, and the regulations of the United States Department of Health and Human Services at 2 C.F.R. Part 376.

### **B. Immigration Reform and Control Act of 1986**

Counsel shall comply with the provisions of the Immigration Reform and Control Act of 1986, 100 Stat. 3359, by verifying the identity and authorization to work in the United States of their employees who may assist Counsel at any time during the term of this Contract.

### **C. Equal Opportunity**

Counsel agrees that no person shall, on the basis of race, color, religion, sex, national origin, age, handicap, political affiliation or belief be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part by the funds made available under this Contract. Further, Counsel shall comply with the regulations issued by the Secretary of Labor in Title 41 C.F.R. Part 60-741, pursuant to the provisions of Executive Order 11758 and the Federal Rehabilitation Act of 1973.

**SECTION 13**  
**SUSPENSION**

The Board shall have the right, at its sole discretion, to suspend for cause the obligations and duties to be rendered under this Contract for failure to comply with any terms of this Contract and Agreement by notifying Counsel in writing of such suspension, prior to the effective day and time of such suspension. Notice of suspension shall be communicated to Counsel by the Board by certified and first-class mail and, if practicable, by email or facsimile transmission.

**SECTION 14**  
**EARLY TERMINATION**

The Board shall have the right, at its sole option, to terminate and bring to an end all of the obligations and duties to be rendered under this Contract for failure to comply with any of the terms of this Contract and Agreement by notifying Counsel in writing of such termination, prior to the effective day and time of such termination. Notice of termination shall be communicated to Counsel by the Board by certified and first-class mail and, if practicable, by email or facsimile transmission.

**SECTION 15**  
**CHILD SUPPORT ENFORCEMENT**

Under Section 231.006 of the Texas Family Code, Counsel certifies that the individual or business entity named in this Contract is not ineligible to receive payment under this Contract and Counsel acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

**SECTION 16**  
**AMENDMENT**

Any alterations, additions, or deletions to the term of this Agreement shall be by amendment hereto and executed by both parties in writing.

**SECTION 17**  
**ENTIRE AGREEMENT**

This Contract and Agreement, consisting of seven (7) pages, constitutes the entire agreement between the parties hereto and all oral or written agreements between the parties hereto relating to the subject matter of this Contract have been reduced to writing and are contained herein.

**SECTION 18**  
**VENUE**

This Contract and Agreement shall be governed by and construed in accordance with the laws of the State of Texas. All payments due and payable under this Contract and Agreement shall be due and payable in Travis County, Texas, and the venue of any suit brought for any breach of this Agreement is affixed in a court of competent jurisdiction in Travis County, Texas.

**SECTION 19**  
**DISPUTE RESOLUTION**

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used by the Board and Counsel to attempt to resolve all disputes arising under this Contract.

**WITNESS our hands on this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_.**

	Counsel ( <i>print</i> ) _____
	Counsel ( <i>signature</i> ) _____
_____ Jessica R. Dillard, Board Administrator Texas Board of Pardons and Paroles 8610 Shoal Creek Blvd. Austin, Texas 78757	_____ (Street Address) _____ (City, State, Zip Code) _____ (Phone Number) _____ (Fax Number)
_____ Kyle Britt, Budget Director Texas Board of Pardons and Paroles 1022 Veterans Memorial Pkwy, Suite A Huntsville, Texas 77320	_____ (Email Address) _____ Counsel Tax Identification or Social Security Number _____ Texas Bar Card Number

# SPECIAL INFORMATION QUESTIONNAIRE

(Please Print Clearly)

In order to better meet the needs of offenders requiring legal representation, please complete the following:

NAME: \_\_\_\_\_  
OFFICE STREET ADDRESS: \_\_\_\_\_  
MAILING ADDRESS: \_\_\_\_\_  
COUNTY: \_\_\_\_\_  
PHONE: ( \_\_\_\_\_ ) \_\_\_\_\_  
FAX: ( \_\_\_\_\_ ) \_\_\_\_\_  
BAR CARD# \_\_\_\_\_  
E-MAIL \_\_\_\_\_

1. Identify foreign language and fluency level in the lines below:

\_\_\_\_\_  
\_\_\_\_\_

- |   |     |    |
|---|-----|----|
| 2. Sign language skills:  | Yes | No |
| 3. Do you have interests in representing offenders that are in the following Specialized Caseloads: |     |    |
| a. Intellectual Disability  | Yes | No |
| b. Sexual Offender  | Yes | No |
| c. Substance Abuse  | Yes | No |
| d. Psychological Disability   | Yes | No |
| e. Intensive Supervision  | Yes | No |
| f. Other: _____   | Yes | No |

4. Indicate those types of cases that you will not accept:

\_\_\_\_\_

5. List the county/counties where you will accept hearings:

\_\_\_\_\_

6. Are there certain days or hours in a day in which you will not be able to do hearings?

Yes No

If yes, please list them:

\_\_\_\_\_

## INSTRUCTIONS FOR SUBMITTING AND COMPLETING ATTORNEY STATEMENTS

### 1. **SUBMISSION**

**A. DEADLINE** - The Attorney Statement must be submitted within **SIXTY (60) DAYS from completion of each step within the Hearing Process**. For example, if a hearing is continued, the statement will be submitted upon completion of the original hearing, and another statement will be submitted upon completion of the continued hearing. The same would apply to a reopened hearing. Include only one action per statement.

**B. ADDRESS** - To be considered timely, the original Attorney Statement must be sent via first-class mail, postmarked by the deadline noted above and mailed to:

Texas Board of Pardons and Paroles  
8610 Shoal Creek Blvd.  
Austin, Texas 78757

Faxed or Emailed Attorney Statements **will not** be processed for payment.

**C. FAILURE TO TIMELY SUBMIT THE ATTORNEY STATEMENT:** Attorney Statements submitted after the deadline may cause a significant delay in processing the statement. Repeated late submission may be grounds for suspension for cause, termination, or termination and non-renewal of the contract and agreement.

### 2. **DATES OF SERVICE**

**A. RECORDING DATES** - The dates should be recorded as MM/DD/YY. Each activity should be identified by the specific date the activity occurred. Consecutive dates should be recorded as follows: MM/DD/YY through MM/DD/YY.

**B. PREPARATION DATES AND TIME** - This is the time spent reviewing allegations and preparing for the hearing. If excessive amount is reported beyond four (4) hours on technical violations a detailed written explanation shall be attached with your statement for review.

**C. PRE-HEARING DATES AND TIME** - This is time spent prior to the hearing either waiting for the offender to be brought to the hearing or waiting to be escorted to the secured area. This is not hearing preparation time and must be the same day of the hearing.

**D. POST-HEARING DATES AND TIME** - This is time spent after the hearing waiting to be escorted from the secured area and must be the same day of the hearing. Time spent with the offender after completion of the hearing should be recorded under "Offender Interview."

### **3. TRAVEL EXPENSES**

**A. MILEAGE REIMBURSEMENT** - The mileage to and from your office to the location should be recorded and multiplied by the current state approved mileage rate. The current approved mileage rate information can be obtained from the Comptroller of Public Accounts website at [www.cpa.state.tx.us](http://www.cpa.state.tx.us). Mileage is not paid for travel out of your home county. **Separate mileage is not paid when conducting two hearings at the same location on the same date.**

**B. TRAVEL DISTANCE** - Travel from a personal residence rather than your office to a location can be claimed provided that the distance is not greater than the travel from your office to that same location.

**C. TRAVEL TIME REIMBURSEMENT** - The general rule is reimbursement will be approved for the mileage and not the travel time. However, when traveling out of your home county, you will be reimbursed for your travel time and not mileage.

**D. MEALS AND LODGING EXPENSES** - Meals and lodging should be recorded with the receipts attached to the statement. When traveling overnight, you are entitled to the actual cost of meals and actual lodging per day, including taxes. The meals and lodging expenses may not exceed the state approved meals and lodging rate. The current approved meals and lodging rate information can be obtained from the Comptroller of Public Accounts website at [www.cpa.state.tx.us](http://www.cpa.state.tx.us). You must be away from your office for six (6) consecutive hours before you may claim reimbursement for meals on one-day trips.

### **4. REPRESENTATION FEE**

**A. REPRESENTATION REIMBURSEMENT** - The hourly representation fee is seventy-five dollars (\$75) per hour for the initial two hours and thirty-five dollars (\$35) per hour for every hour after the second hour. Use the Reimbursement Schedule to calculate your Representation Fees.

**B. REPRESENTATION FEE AND TOTAL REIMBURSEMENT REQUESTED** - The Representation Fee and Total Reimbursement Requested must be included on the Attorney Statement for processing. Inaccurate or duplicate billing may be grounds for suspension for cause, termination or termination and non-renewal of the contract and agreement.

**5. EXPECTED REIMBURSEMENT TIME PERIOD** – When the Attorney Statement is submitted in a timely manner, the reimbursement check should be received within six to eight weeks from the date your statement is received.

### **6. SPECIAL INSTRUCTION AND INFORMATION**

**A. MOTION TO REOPEN REVOCATION HEARING** - Motions to Reopen Hearing (MTR) may be submitted only in cases when the parole panel votes revocation. Thus, attorney fees are not payable for the filing of a MTR in cases when the parole panel votes SAFPF (Substance Abuse Felony Punishment Facility) or ISF (Intermediate Sanction Facility); or when the offender waives the revocation hearing at the hearing.

**B. MOTION TO REOPEN SEX OFFENDER CONDITION HEARING** - Motions to Reopen Hearing (MTR) may be submitted only in cases when the parole panel imposes Special Condition X. Thus, attorney fees are not payable for the filing of a MTR in cases where Special Condition X is not imposed.

**C. STATEMENT AUDITS** – All Attorney Statements are subject to random audits, which may require the attorney to submit additional information and may delay the process. This audit may include a review by an Assistant General Counsel with the Board’s General Counsel’s Office.

If you have any questions about: *appointments for hearings*: 1-800-535-9611 or 512-406-5495; *completing forms or adjustment reimbursement*: 512-406-5815 or 512-406-5421; *receiving reimbursement*, call 936-437-6218.

**Texas Board of Pardons and Paroles  
8610 Shoal Creek Blvd.  
Hearing Operations  
Austin, Texas 78757**

**ATTORNEY STATEMENT**

Name: \_\_\_\_\_ Bar Card No. \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Phone No. ( ) - \_\_\_\_\_

**RELEASEE INFORMATION**

Name: \_\_\_\_\_ TDCJ/PIA No. \_\_\_\_\_ SID No. \_\_\_\_\_

Location of Hearing: Name of Facility \_\_\_\_\_

Date of Hearing: \_\_\_\_\_ Type of Hearing \_\_\_\_\_  
(Revocation/Preliminary/Continuance/Reopening/Err. Release/Sex Offender)

<u>ACTIVITY</u>	<u>DATES OF SERVICE</u>	<u>HOURS</u>	<u>MINUTES</u>
Offender Interview	_____	_____	_____
Preparation for Hearing	_____	_____	_____
Out of County Travel Time	_____	_____	_____
Prehearing Time (See instructions)	_____	_____	_____
Hearing Time	_____	_____	_____
Posthearing Time (See instructions)	_____	_____	_____
Appeal (Motion to Reopen or Reinstate)	_____	_____	_____
<b>Total Hours/Minutes:</b>			

**EXPENSES**

In-County Mileage \_\_\_\_\_ x \$0.575 per mile  
Attach a memo clarifying mileage. \_\_\_\_\_

Lodging/ Meals/Parking/Tolls (Attach Receipts) \_\_\_\_\_

Representation Fee (Use Schedule on Back) \_\_\_\_\_

Total Reimbursement Requested \_\_\_\_\_

**I do hereby certify that I represented the above named releasee during the revocation process; and that I have not received nor do I expect to receive any compensation from the releasee for such representation.**

\_\_\_\_\_  
Attorney Original Signature

\_\_\_\_\_  
Date

**REIMBURSEMENT SCHEDULE**

<b>HOURS</b>		<b>RATE</b>		<b>HOURS</b>		<b>RATE</b>
0.01	-	1.00 =	\$ 75.00	12.01	-	13.00 = \$ 535.00
1.01	-	2.00 =	\$ 150.00	13.01	-	14.00 = \$ 570.00
2.01	-	3.00 =	\$ 185.00	14.01	-	15.00 = \$ 605.00
3.01	-	4.00 =	\$ 220.00	15.01	-	16.00 = \$ 640.00
4.01	-	5.00 =	\$ 255.00	16.01	-	17.00 = \$ 675.00
5.01	-	6.00 =	\$ 290.00	17.01	-	18.00 = \$ 710.00
6.01	-	7.00 =	\$ 325.00	18.01	-	19.00 = \$ 745.00
7.01	-	8.00 =	\$ 360.00	19.01	-	20.00 = \$ 780.00
8.01	-	9.00 =	\$ 395.00	20.01	-	21.00 = \$ 815.00
9.01	-	10.00 =	\$ 430.00	21.01	-	22.00 = \$ 850.00
10.01	-	11.00 =	\$ 465.00	22.01	-	23.00 = \$ 885.00
11.01	-	12.00 =	\$ 500.00	23.01	-	24.00 = \$ 920.00

- REIMBURSEMENT FOR CONTINUED HEARINGS IS PAID AT STRAIGHT \$35.00/HR. AFTER THE INITIAL TWO HOURS ARE PAID AT REGULAR RATE.
- REIMBURSEMENT FOR REOPENED HEARINGS IS PAID AT STRAIGHT \$35.00/HR.
- WE CANNOT PAY MILEAGE AND TRAVEL TIME; MILEAGE IS PAID FOR IN-COUNTY HEARINGS. TRAVEL TIME IS PAID FOR OUT-OF COUNTY HEARINGS.
- REIMBURSEMENT FOR PARKING EXCEEDING \$15 WILL REQUIRE A RECEIPT OR WRITTEN EXPLANATION.
- ATTORNEY STATEMENTS MUST BE LEGIBLE, COMPLETE, AND SIGNED.
- DO NOT COMBINE MULTIPLE HEARINGS IN ONE STATEMENT.

**\*\*IMPORTANT\*\***

**ATTORNEY STATEMENTS MUST BE SUBMITTED WITHIN SIXTY (60) DAYS FROM COMPLETION OF “EACH” STEP WITHIN THE HEARING PROCESS.**

FEE AFFIDAVIT FORM

Original

Supplemental

CLIENT: PIA/TDCJ #: S.I.D. #:

ATTORNEY INFORMATION:

MR./MS. FIRST NAME MIDDLE LAST NAME SUFFIX
TEXAS BAR NO. ADDRESS
NAME OF BUSINESS BUSINESS ADDRESS
BUSINESS PHONE # CITY STATE ZIP
BUSINESS FAX #

BCJ-BPP-TDCJ (FORMER OR CURRENT) EMPLOYEE(S) OR MEMBERS WITH WHICH ATTORNEY IS ASSOCIATED OR HAS A RELATIONSHIP AS AN EMPLOYER OR EMPLOYEE OR MAINTAINS A CONTRACTUAL RELATIONSHIP TO PROVIDE SERVICES (LIST ADDITIONAL NAMES ON BACK).

FIRST NAME: MIDDLE: LAST NAME:

RELATIONSHIP: ENTITY:

HAVE YOU REGISTERED WITH THE TDCJ-PAROLE DIVISION WITHIN THE LAST 12 MONTHS? YES/NO

Tex. Gov't. Code §§ 508.084 and 508.085 require certain information relative to fees, or lack thereof. This affidavit must be completed in regards to the relevant areas, signed, sworn and subscribed to before a Notary Public prior to any representation.

I. NO FEE

I, OR ANY CORPORATION OR FIRM WITH WHICH I AM AFFILIATED, HAVE RECEIVED NO FEE NOR PROMISE OF FEE FOR SERVICES OF ANY NATURE RENDERED, OR TO BE RENDERED, IN CONNECTION WITH PAROLE OR EXECUTIVE CLEMENCY FOR THE ABOVE NAMED PERSON.

Signature Printed Name

II. COMPENSATED REPRESENTATION

TEXAS GOVERNMENT CODE § 305.002 DEFINES "COMPENSATION" AS MEANING MONEY, SERVICE, FACILITY, OR OTHER THING OF VALUE OR FINANCIAL BENEFIT THAT IS RECEIVED OR IS TO BE RECEIVED IN RETURN FOR OR IN CONNECTION WITH SERVICES RENDERED OR TO BE RENDERED.

Tex. Gov't. Code § 508.083 mandates that only an Attorney, licensed in the State of Texas, may receive compensation for representing an offender subject to the jurisdiction of the Texas Department of Criminal Justice.

AMOUNT OF COMPENSATION RECEIVED OR EXPECTED: \$

THE PERSON MAKING THE COMPENSATION:

FIRST NAME MIDDLE LAST NAME
ADDRESS STREET ADDRESS CITY STATE ZIP PHONE #:

I HEREBY SWEAR OR AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND CORRECT, AND FURTHERMORE, I HEREBY AGREE TO IMMEDIATELY SUPPLEMENT THIS AFFIDAVIT IF ANY OF THE STATEMENTS MADE HEREIN ARE AFFECTED BY A CHANGE IN FEE AGREEMENT, OR ARRANGEMENT, OR FACTUAL CONDITIONS.

SIGNATURE DATE

SWORN TO AND SUBSCRIBED BEFORE ME, THE UNDERSIGNED AUTHORITY, UNDER PENALTY OF PERJURY, ON THIS THE DAY OF , A.D. 20 .

(SEAL)

SIGNATURE OF HEARING OFFICER OR NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

# REGISTRATION FORM FOR REPRESENTATION OF OFFENDER

To be filed with the Texas Department of Criminal Justice - Parole Division

TEX. GOV'T. CODE § 508.083 requires a person who represents an offender for compensation before the Board of Pardons and Paroles, a Parole Panel, or the Parole Division of the Texas Department of Criminal Justice:

- 1) To be an attorney licensed to practice in this state, and
- 2) To register with the Texas Department of Criminal Justice - Parole Division.

**FOR OFFICE USE ONLY**

**Date received:**

**Date processed:**

Initial Filing       Supplemental Filing       Renewal Filing

I hereby declare my intention to represent one or more offenders before the Texas Board of Pardons and Paroles, a Parole Panel, or the Parole Division of the Department of Criminal Justice for compensation.

**Texas Bar Number:** \_\_\_\_\_

**Registrant Name:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_ **Fax #:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_ **Apt./Suite #:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

## **OTHER REQUIRED FILINGS**

Any person representing an offender for compensation shall also:

- 1) File an Offender Representation Fee Affidavit with the Parole Division of the Texas Department of Criminal Justice.  
\* A separate affidavit must be completed for each offender represented and must be on file with the department before the person first contacts a member or employee of the Board or an employee of the Parole Division on behalf of the offender.  
\* Filings are at: Texas Department of Criminal Justice-Parole Division, 8610 Shoal Creek Blvd., Austin, TX. 78757. For further information, call: (512) 406-5943.
- 2) File a yearly Offender Representation Summary Report with the Texas Department of Criminal Justice-Parole Division, no later than January 31 of the year following the year covered by the report.
- 3) File a Supplemental Registration Form with the Texas Department of Criminal Justice-Parole Division, no later than 10 days after any registrant information changes.

<b>TEXAS DEPARTMENT OF CRIMINAL JUSTICE</b> <small>P O Box 4018 Huntsville, TX 77342-4018</small>	<b>VENDOR MAINTENANCE DIRECT DEPOSIT AND SUBSTITUTE W-9 FORM</b>	<b>Agency Use Only</b> <input type="checkbox"/> CPA <input type="checkbox"/> AP <input type="checkbox"/> DDS <input type="checkbox"/> New Set-up <input type="checkbox"/> New Mail Code <input type="checkbox"/> Other:
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<b>Box 1</b>	Legal Name (as shown on your tax return):
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<b>Box 2</b>	DBA:
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<b>Box 3</b>	Tax Information Mailing Address:	<b>Box 4</b>	Payment Address (If different from Tax Address):

City:	State:	Zip:	City:	State:	Zip:
Phone:		Fax:		Email:	

<b>Box 5</b>	<b>Taxpayer Identification Number:</b>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<input type="checkbox"/> Social Security Number (SSN) <input type="checkbox"/> Employer Identification Number (EIN)
Note: Enter the same number used when filing your tax return			

<b>Box 6</b>	<b>Federal Tax Classification:</b>	<input type="checkbox"/> Texas Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Owner <input type="checkbox"/> Out-of-State Corporation <input type="checkbox"/> General Partnership <input type="checkbox"/> Individual Recipient <input type="checkbox"/> Foreign Corporation <input type="checkbox"/> Professional Association <input type="checkbox"/> Government Entity <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Financial Institution <input type="checkbox"/> TX State Agcy/University <input type="checkbox"/> Other (Please Explain):	Business Designation:
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<b>Box 7</b>	<b>State Charter Information:</b>	State of Jurisdiction:	File or Charter Number:
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<b>Box 8</b>	<b>Sole Ownership Info:</b>	Sole Owner Name and SSN:
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<b>Box 9</b>	<b>Partnership Information:</b>	Partner 1 Name and SSN/EIN:
		Partner 2 Name and SSN/EIN:

<b>Box 10</b>	<b>Profit Status:</b>	<input type="checkbox"/> Profit <input type="checkbox"/> Non-Profit	
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<b>Box 11</b>	<b>Backup Withholding:</b> <small>* Please see IRS Website</small>	<input type="checkbox"/> Exempt from Backup Withholding
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<b>Box 12</b>	<b>Certification:</b>	Under penalties of perjury, I certify that: 1) I have provided my correct taxpayer identification number and that 2) I am not subject to backup withholding as specified on the instruction page for this form 3) I am a US citizen or other US person. Signature: _____ Print Preparer's Name: _____ Phone Number: _____    Date: _____
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<b>Box 13</b>	<b>DIRECT DEPOSIT INFORMATION</b>
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<input type="checkbox"/> Direct Deposit Setup	<input type="checkbox"/> Direct Deposit Change	<input type="checkbox"/> Direct Deposit Cancel	<input type="checkbox"/> Decline Direct Deposit at this time
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Financial Institution Name:	Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings
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Routing Transit Number:	Account Number:
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Will these payments be forwarded to a financial institution outside the United States?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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I authorize the Texas Comptroller of Public Accounts to deposit my payments from the State of Texas to my financial institution electronically. I understand that the Texas Comptroller of Public Accounts will reverse any payments made to my account in error.

I further understand that the Texas Comptroller of Public Accounts will comply at all times with the National Automated Clearing House Association's rules. For further information on these rules, please contact your financial institution.

Authorized Signature Required:
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Printed Name Required:	Date:
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**TDCJ ALL INCLUSIVE VENDOR FORM  
INSTRUCTIONS**

Box Number	Required Information
1	<b>Legal Name:</b> Legal business name filed with the IRS. For Sole Ownership or Individual Recipient, excluding LLC, enter name of owner.
2	<b>DBA:</b> Name you are "Doing Business As" if different from legal business name.
3	<b>Tax Information Mailing Address:</b> Address where IRS tax information is sent. (i.e. W9, 1099, etc.)
4	<b>Payment Address: Remit Address</b> for payments if different from address in box 3.
5	<p><b>Taxpayer Identification:</b> Select the appropriate check box for the taxpayer identification number you are entering. <b>Enter only one number.</b></p> <p><b>Social Security:</b> enter your social security number only if you are doing business under your social security number and you report taxes to the IRS using a "DBA" or you are a Sole Proprietor.</p> <p align="center"><b>OR</b></p> <p><b>Federal Tax Identification Number:</b> enter the Federal Employee Identification Number (FEIN) assigned to your business by the IRS if this is the number you use to report taxes to the IRS.</p>
6	<b>Federal Tax Classification:</b> Select <b>only one</b> that describes the ownership type of business.
7	<b>State Charter Information:</b> The state where corporation or partnership status is filed and the file or charter number of corporation or partnership in that state.
8	<b>Sole Ownership Info:</b> Name and Social Security Number of Sole Owner (excluding LLC) if using an Employer Identification Number (EIN).
9	<b>Partnership Information:</b> Name and Social Security Number or EIN of all partners involved in the general partnership. Please attach additional sheet if needed.
10	<b>Profit Status:</b> Select <b>only one</b> that describes the profit status of the business.
11	<b>Exemption from Backup Withholding:</b> check this box if the business is exempt from Backup Withholding. For further information on Backup Withholding, see the following IRS Web site: <a href="http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3">http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3</a>
12	<b>Certification:</b> You must cross out item 2 if you have been notified by the IRS that you are currently subject to Backup Withholding because you have failed to report all interest and dividends on your tax return. <b>THIS BOX MUST BE SIGNED AND DATED.</b> For more information go to IRS website at: <a href="http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3">http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3</a>
13	Please check the box that is appropriate for this Direct Deposit Request. Enter name of Financial Institution. Check appropriate box for type of account. Enter the Routing Transit number (9 digits) for the Financial Institution listed. Enter bank account number. Please read the next three statements and check the appropriate box. <b>THIS BOX MUST BE SIGNED AND DATED.</b> Please enter the contact information of person completing this form.

**Submit Completed form to:**  
**Texas Department of Criminal Justice - Accounts Payable**  
**PO Box 4018**  
**Huntsville, TX 77342-4018**  
 Email: [tdcj.ap-invsvs@tdcj.state.tx.us](mailto:tdcj.ap-invsvs@tdcj.state.tx.us)  
 Phone Number: 936/437-8761 or 936/437-6357 Fax Number: 936/437-6290