



# *Supreme Court of Tennessee*

Administrative Office of the Courts  
Nashville City Center, Suite 600  
511 Union Street  
Nashville, Tennessee 37219  
615 / 741-2687 or 800 / 448-7970  
FAX 615 / 741-6285

DEBORAH TAYLOR TATE  
Director

## **CHILD SUPPORT CONTEMPT ATTORNEY AGREEMENTS**

Tennessee Supreme Court Rule 13 authorizes the Administrative Office of the Courts (AOC) to enter into contracts for representation of indigent litigants by attorneys working on various types of cases, including representation of indigent Respondents facing contempt of court charges for failure to pay court-ordered child support in Title IV-D child support enforcement proceedings. (Tenn. Code Ann. § 36-5-104)

The AOC is seeking attorneys who are interested in contracting with the AOC to streamline performance of this service in Davidson County Juvenile Court. All licensed attorneys in good standing are invited to apply.

Judges will continue to have the discretion to appoint attorneys. However, only attorneys who have submitted a completed contract will be eligible to receive and accept appointments for these dockets. Attorneys seeking payment under the contract will simply submit an invoice to the AOC (as opposed to completing numerous fee claims) for each docket, along with a copy of the order appointing him or her to that docket (preferably in a single document).

Because the number of claims associated with the cases will be reduced, attorneys will be paid more quickly. This system will result in a lower average payment for each individual represented, but it is the AOC's intent to provide quality representation at a reasonable compensation rate to attorneys for the time spent on a docket. The goal of this contract service is to efficiently and effectively manage taxpayer monies and the resources of the indigent fund.

To apply, please complete and return this PDF form to the AOC via fax at 615-741-6285 or email to [Ceasha.Lofton@tncourts.gov](mailto:Ceasha.Lofton@tncourts.gov).

For more information or if you have questions, contact Assistant General Counsel David Byrne at 615-741-2687 or via email at [David.Byrne@tncourts.gov](mailto:David.Byrne@tncourts.gov).

## INDIGENT REPRESENTATION AGREEMENT WITH ATTORNEY

STATE		ATTORNEY		
Tennessee Administrative Office of the Courts		NAME:		
PROGRAM:	Indigent Representation	FEIN/SSN:		
ALLOTMENT:	302.12	ADDRESS:		
COST CENTER:	.01	PHONE:		
CONTRACT # :		E-MAIL		
SERVICE				
REPRESENTATION AUTHORIZED	SERVICE DATE(S)	UNITS AUTHORIZED	UNIT COST	AMOUNT AUTHORIZED
Representation of indigent persons in Davidson County Juvenile Court facing contempt of court charges for failure to pay court-ordered child support in Title IV-D child support enforcement proceedings.	March 1, 2016 – February 28, 2017	As determined by the appointing authority.	\$215.00 per case or \$300.00 per case which requires the contractor's appearance on behalf of one client at more than 4 compliance reviews or any case involving the contractor's representation of a client participating in a problem-solving court.	Not to Exceed \$50,000.00.
TERMS OF AGREEMENT				
<ol style="list-style-type: none"> <li>1. The Attorney agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of the authorized service or in the employment practices of the Attorney on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by constitutional or statutory law.</li> <li>2. The Attorney warrants that no amount shall be paid directly or indirectly to an employee or official of the State as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Attorney in connection with any work contemplated or performed relative to this Agreement.</li> <li>3. Either party may terminate this agreement for any reason. Termination by the State shall not be deemed a breach of contract by the State. Termination by the Attorney will preclude Attorney from representing indigent persons facing contempt of court charges for failure to pay court-ordered child support in Title IV-D child support enforcement proceedings in the jurisdiction.</li> <li>4. The Attorney agrees to indemnify and hold harmless the State as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Attorney, his or her employees, or any person acting for or on its or their behalf relating to this purchase.</li> <li>5. The Attorney agrees to provide competent, zealous representation to his or her clients as required by the Tennessee Rules of Professional Conduct. The Attorney providing services pursuant to this contract shall maintain caseloads that allow for the delivery of quality of representation at all times. Notwithstanding the unit price per case. If a case is deemed complex or extended, an amount in excess of the unit price per case, subject to a maximum of \$300 per case, may be sought by filing a motion in the court in which representation is provided. The motion shall include specific factual allegations demonstrating that the case is complex or extended. The court shall enter an order which evidences the action taken on the motion.</li> <li>6. The State is not responsible for the payment of services rendered without specific, written authorization.</li> <li>7. The Attorney will submit an invoice in form and substance acceptable to the State to effect payment.</li> <li>8. The Attorney will not be compensated for travel, meals, lodging or any other out of pocket expenses.</li> <li>9. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. The Attorney's invoice shall be subject to reduction for amounts which are determined not to constitute proper remuneration for compensable services. The State reserves the right to deduct from amounts which are or shall become due and payable to the Attorney any amounts which are or shall become due and payable to the State by the Attorney.</li> </ol>				
<p><b>This Authorization To Attorney is issued to be effective March 1, 2016 and void after February 28, 2017.</b></p>				
AUTHORIZATION		ACCEPTANCE		
DATE:		DATE:		
SIGNATURE:		SIGNATURE:		
DEBORAH TAYLOR TATE, DIRECTOR		PRINT NAME:		