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

JUDICIAL HOSPITALIZATION ATTORNEY AGREEMENTS

Tennessee Supreme Court Rule 13 authorizes the Administrative Office of the Courts (AOC) to enter into contracts for representation of indigent persons by attorneys working on various types of cases, including representation of indigent respondents facing involuntary emergency judicial hospitalization pursuant to Tenn. Code Ann. § 33-6-401 et seq.

The AOC is seeking attorneys who are interested in contracting with the AOC to perform these services in the General Sessions Courts in Blount, Davidson, Hamilton, Hardeman, Shelby, Williamson, and Wilson Counties. The contract arrangement establishes compensation based on dockets. All licensed attorneys are invited to apply.

Judges will continue to have the discretion to assign attorneys, but only attorneys who have submitted a completed contract will be eligible to receive and accept appointments on 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 on a single document).

The AOC's intent is to provide quality representation at a reasonable compensation rate to attorneys for the time spent on a docket. The goal of these contract services 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 to Ceesha Lofton's attention at 615-741-6285, or email it to Ceesha.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.

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
Representation of indigent respondents per TCA Title 33 Chapter 6 Part 4 in Shelby County General Sessions Court in accordance with terms stated below.	January 1, 2016 – December 31, 2016	As determined by the appointing authority.	$300.00 Per Docket (All respondents for whom the attorney is appointed) $50.00 FOR CONTINUED CASES

TERMS OF AGREEMENT

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.
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.
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 respondents per Tennessee Code Annotated Title 33 Chapter 6 Part 4 in in the jurisdiction.
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.
5. The Attorney agrees to provide competent, zealous representation to clients as required by the Tennessee Rules of Professional Conduct. The Attorney shall maintain caseloads that allow for the delivery of quality of representation at all times. Attorney agrees to represent indigent respondents alleged to be in need of emergency involuntary judicial hospitalization pursuant to Tennessee Code Annotated Title 33 Part 6 Chapter 4**.** Representation pursuant to this agreement begins upon appointment and is complete (1) upon discharge of the respondent from the institution; (2) voluntary admission of the Respondent from further treatment; or (3) at the conclusion of the docket upon which the case is scheduled; provided, however, that any case that is continued from its original setting shall remain the responsibility of the attorney originally appointed to it. An attorney required to attend continued hearings shall receive an additional $50.00 for such attendance.
6. The Attorney shall provide copies of appointment orders for all cases for which payment is requested. One appointment order listing all respondents represented on a docket is preferred.
7. No more than one attorney will be compensated for a docket.
8. The Attorney will submit an invoice in form and substance acceptable to the State to effect payment.
9. The Attorney shall not be compensated for travel, meals, lodging or any other out-of-pocket expenses.
10. 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.

This Authorization To Attorney is issued to be effective January 1, 2016 and void after December 31, 2016.

AUTHORIZATION		ACCEPTANCE	
DATE:		**DATE:**	
SIGNATURE:		SIGNATURE:	
DEBORAH TAYLOR TATE, DIRECTOR		**PRINT NAME:**	