

AGREEMENT WITH ATTORNEY

STATE		ATTORNEY	
TENNESSEE ADMINISTRATIVE OFFICE OF THE COURTS		NAME:	
PROGRAM:	INDIGENT REPRESENTATION	FEIN/SSN:	
ALLOTMENT:	302.10	ADDRESS:	
COST CENTER:	.01	PHONE:	
		E-MAIL:	

SERVICE

ITEMS 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	3/1/2015-12/31/2015	AS DETERMINED BY APPOINTING JUDGE	\$ 300.00 PER DOCKET (ALL RESPONDENTS FOR WHOM 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 Federal, Tennessee State 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 of Tennessee 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 Authorization.
3. Either party may terminate this Agreement without cause, for any reason, and such termination shall not be deemed a breach of contract by the State. Activities and records pursuant to this Authorization shall be subject to monitoring and evaluation by the State or duly appointed representatives.
4. The Attorney agrees to indemnify and hold harmless the State of Tennessee 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, its 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 which allow for the delivery of this quality of representation at all times. Attorney agrees to represent indigent respondents alleged to be in need of emergency involuntary judicial hospitalization pursuant to TCA 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 for 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. An invoice for a continued case(s) shall be accompanied by the continuance order(s).
7. The State is not responsible for the payment of services rendered without specific, written authorization.
8. A maximum of two attorneys will be compensated for each docket except when an attorney is required to attend a continued hearing.
9. The Attorney will submit an invoice in form and substance acceptable to the State to effect payment.
10. The Attorney shall not be compensated for travel, meals, lodging or any other out-of-pocket expenses.
11. 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 March 1, 2015 and void after December 31, 2015.

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

