RACHEL ALDERETE
DIRECTOR, SUPPORT OPERATIONS
TEXAS BOARD OF PARDONS AND PAROLES
8610 Shoal Creek Blvd
Austin, Texas, 78757
Tel: (512) 406-5452

July 1, 2026

Re: Contract for Outside Counsel Agreement for Fiscal Year 2027

Please find enclosed an Outside Counsel Agreement Packet (Packet) for the Texas Board of Pardons and Paroles for Fiscal Year (FY) 2027. Included are: (1) Contract & Agreement for Appointed Counsel Services; (2) Special Information Questionnaire Form; (3) Instructions for Submitting and Completing Attorney Statements; (4) Attorney Statement; (5) Reimbursement Schedule; (6) Fee Affidavit Form; (7) Registration Form for Representation of Client; and (8) Vendor Maintenance Direct Deposit & Substitute W-9 Form.

Please read and review each document carefully. Once completed, please initial each page of the Contract & Agreement for Appointed Counsel Services and sign and return the following documents to the address listed below.

RETURN: Contract & Agreement for Appointed Counsel Services
Special Information Questionnaire Form
Vendor Direct Deposit and Substitute W-9 Form (If applicable)

RETURN TO: Director, Support Operations
Texas Board of Pardons and Paroles
8610 Shoal Creek Blvd.
Austin, Texas 78757
OR, EMAIL Attorney Support Austin at: attsupp@tdcj.texas.gov

Further, the Texas Department of Criminal Justice (TDCJ) "Registration Form for Representation of Client" must be sent directly to the TDCJ-Parole Division at the address noted on the form. All remaining documentation included in the Packet should be retained for future reference and use.

As always, the Texas Board of Pardons and Paroles appreciates your continued commitment to the representation of offenders.

Sincerely,

Rachel Alderete
Director, Support Operations

Enclosure: Outside Counsel Agreement Packet
cc: File

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CONTRACT AND AGREEMENT FOR APPOINTED COUNSEL SERVICES

BETWEEN

THE BOARD OF PARDONS AND PAROLES

AND

[Name]
ATTORNEY AND COUNSELOR AT LAW

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

SECTION 1
PARTIES

This Contract and Agreement is made and entered into by and between the Texas Board of Pardons and Paroles, hereinafter referred to as, "Board" or "the Board," and an attorney duly authorized and licensed to practice law in the State of Texas, hereinafter referred to as "Counsel." The parties hereto severally and collectively have agreed and by the execution hereof are bound to the mutual obligations and performance of the tasks hereinafter described.

SECTION 2
CONTRACT PERIOD

This Contract shall commence on September 1, 2026, or if the Contract is signed by any party after September 1, 2026, on the date last appearing in this Contract and Agreement; and shall terminate on August 31, 2027, or when either a final order is entered in any pending parole revocation hearing or when a final disposition is entered in the sex offender condition hearing referenced in Section 4, herein, whichever occurs later, or unless terminated earlier in accordance with the provisions of Section 14, herein.

SECTION 3
AUTHORITY AND REPRESENTATIONS

The Board enters into this Contract under the authority granted to it as a state agency by the Constitution and laws of the State of Texas. This Contract is not within the purview of, nor is it controlled by Government Code, Chapter 2254, Professional and Consulting Services.

SECTION 4
OBLIGATIONS OF COUNSEL

Counsel appointed under this contract shall provide competent and diligent legal representation to offenders scheduled to appear at 1) preliminary and revocation hearings to consider the revocation of an offender's administrative release or other sanctions; 2) erroneous release hearings to consider an offender's return to prison or other parole vote; 3) hearings to consider the imposition of sex offender conditions; and 4) hearings to consider the appeal of a revocation decision or the withdrawal of sex offender conditions following the submission of a motion to reopen hearing. Additionally, appointed counsel will timely submit pleadings for the Board's consideration, including but not limited to, motions for continuance or to reinstate supervision.

In performing the obligations described above, Counsel shall appear timely at all scheduled hearings, whether in person or by videoconference, and address Board staff with appropriate deference and consideration. During in person hearings, Counsel will (a) 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; and (b) exhibit conduct in a professional manner, treating the facility and Board staff with courtesy and civility.

It is understood that Counsel, unless authorized herein, will initiate no litigation concerning matters related to the legal representation of an offender without prior Board approval. This does not include matters related to the aforementioned appeal of the revocation decision or withdrawal of sex offender conditions.

Further, Counsel represents and warrants that Counsel will comply with all applicable laws and maintain all licenses required by state and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

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 one hundred dollars ($100) per hour for the first two (2) hours and fifty dollars ($50) for every hour after the second hour per appointment for a Preliminary, Revocation, Erroneous Release, or Sex Offender Condition Hearing; and fifty dollars ($50) per hour for a Continued or Reopened Hearing or the submission of a Motion to Reopen Hearing or Motion to Reinstate Supervision.

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 Texas Constitution, Article III, Section 49, State Debts, in accordance with Texas Constitution, Article VIII, Section 6, Withdrawal of Money from Treasury; Duration of Appropriation. 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 "Instructions 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 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 Government Code, Chapter 2251, Payment for Goods and Services, and Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter F, Section 20.488, Payments.

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 subject to public disclosure pursuant to Government Code, Chapter 552, Public Information, 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 Counsel's charges, procedures, and performances for all work executed 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 **seven (7) 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 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 Government Code, Section 2262.154, Required Provision Relating to Auditing, 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 Workplace Act, 41 U.S.C. Section 8102, Drug-Free Workplace Requirements for Federal Contractors, and the regulations of the United States Department of Health and Human Services at 2 C.F.R. Part 376, Nonprocurement Debarment and Suspension.

B. Immigration Reform and Control Act of 1986

Counsel shall comply with the provisions of the Immigration Reform and Control Act of 1986, 8 U.S.C. Section 1101, Aliens and Nationality, 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 in 41 C.F.R. Part 60-741, Affirmative Action and Nondiscrimination Obligations of Federal Contractors and Subcontractors Regarding Individuals with Disabilities, pursuant to the provisions of Executive Order 11758, Delegating Authority of the President Under the Rehabilitation Act of 1973, and 29 U.S.C. Section 701 et seq., 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 date and time of such suspension. Notice of suspension shall be communicated to Counsel by the Board by certified mail and, if practicable, by email.

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 date and time of such termination. Notice of termination shall be communicated to Counsel by the Board by certified mail and, if practicable, by email.

SECTION 15
CHILD SUPPORT ENFORCEMENT

Under Family Code, Section 231.006, Ineligibility to Receive State Grants or Loans or Receive Payment on State Contracts, 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 Government Code, Chapter 2260, Resolution of Certain Contract Claims Against the State, 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
(print)

_____

Counsel
(signature)

_____

(Street Address)

_____

(City, State, Zip Code)

_____

(Phone Number)

_____

(Fax Number)

_____

(Email Address)

_____

Counsel Tax Identification
or Social Security Number

_____

Texas Bar Card Number

Rachel Alderete, Director Support Operations
Texas Board of Pardons and Paroles
8610 Shoal Creek Blvd.
Austin, Texas 78757

Gene Stroud, Budget Director
Texas Board of Pardons and Paroles
1022 Veterans Memorial Pkwy, Suite A
Huntsville, Texas 77320

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
OR, EMAIL Attorney Support Austin at: attsupp@tdcj.texas.gov

Faxed 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 an 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. 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. 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 one hundred dollars ($100) per hour for the initial two hours and fifty dollars ($50) 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 INSTRUCTIONS AND INFORMATION

A. MOTION TO REOPEN REVOCATION HEARING OR MOTION TO REINSTATE SUPERVISION - Motions to Reopen Hearing or Motion to Reinstate Supervision (MTR) may be submitted only in cases where the parole panel votes revocation. Thus, attorney fees are not payable for the filing of a MTR in cases where 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 where 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 attorney within the Board's General Counsel's Office.

If you have any questions concerning the below **Attorney Statement** or **Reimbursement Schedule**, please call the following number(s):

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: 936-437-6218.

If you any questions concerning the below **Fee Affidavit Form**, **Registration Form for Representation of Offender**, or **Vendor Maintenance Direct Deposit and Substitute W-9 Form**, please call the following number(s):

Fee Affidavit Form, Registration Form for Representation of Offender: 512-406-5250.

Vendor Maintenance Direct Deposit and Substitute W-9 Form*:* 936-437-8761 or 936-437-6357.

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)

ACTIVITY	***DATES OF SERVICE***	***HOURS***	***MINUTES***
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)			
Total Hours/Minutes:			

EXPENSES

In-County Mileage _____ ***x $0.76 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

HOURS				RATE	HOURS				RATE
0.01	**-**	**1.00**	**=**	**$ 100.00**	**12.01**	**-**	**13.00**	**=**	**$ 750.00**
1.01	**-**	**2.00**	**=**	**$ 200.00**	**13.01**	**-**	**14.00**	**=**	**$ 800.00**
2.01	**-**	**3.00**	**=**	**$ 250.00**	**14.01**	**-**	**15.00**	**=**	**$ 850.00**
3.01	**-**	**4.00**	**=**	**$ 300.00**	**15.01**	**-**	**16.00**	**=**	**$ 900.00**
4.01	**-**	**5.00**	**=**	**$ 350.00**	**16.01**	**-**	**17.00**	**=**	**$ 950.00**
5.01	**-**	**6.00**	**=**	**$ 400.00**	**17.01**	**-**	**18.00**	**=**	**$ 1000.00**
6.01	**-**	**7.00**	**=**	**$ 450.00**	**18.01**	**-**	**19.00**	**=**	**$ 1050.00**
7.01	**-**	**8.00**	**=**	**$ 500.00**	**19.01**	**-**	**20.00**	**=**	**$ 1100.00**
8.01	**-**	**9.00**	**=**	**$ 550.00**	**20.01**	**-**	**21.00**	**=**	**$ 1150.00**
9.01	**-**	**10.00**	**=**	**$ 600.00**	**21.01**	**-**	**22.00**	**=**	**$ 1200.00**
10.01	**-**	**11.00**	**=**	**$ 650.00**	**22.01**	**-**	**23.00**	**=**	**$ 1250.00**
11.01	**-**	**12.00**	**=**	**$ 700.00**	**23.01**	**-**	**24.00**	**=**	**$ 1300.00**

- REIMBURSEMENT FOR THE INITIAL TWO HOURS OF A CONVENED HEARING THAT WAS NOT CONTINUED IS PAID AT REGULAR RATE $100.00/HR.
- REIMBURSEMENT FOR CONTINUED/REOPENED HEARINGS IS PAID AT $50.00/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

Select one: ☐ Original ☐ Supplement

Client Name: _____ PIA/TDCJ #: _____ SID #: _____

ATTORNEY INFORMATION: _____
Mr./Ms. First Name Middle Name Last Name Suffix

Texas Bar Number: _____ Address: _____

Business Name: _____ Business Street Address: _____
City State Zip Code

Business Phone Number: _____ Business Fax Number: _____

Texas Board of Criminal Justice, Texas Board of Pardons and Paroles (BPP), Texas Department of Criminal Justice employee(s) or member(s) that the attorney is associated with or has a relationship with as an employer or employee or maintains a contractual relationship to provide services (list additional names on the back of this page).

First Name: _____ Middle Name: _____ Last Name: _____

Relationship: _____ Entity: _____

HAVE YOU REGISTERED WITH THE TDCJ PAROLE DIVISION WITHIN THE LAST 12 MONTHS? ☐ YES or ☐ NO

Texas Government Code §§ 508.084 – 508.085 requires certain information relative to fees or lack thereof. This affidavit must be completed regarding 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 § 305.00 2(3) defines "compensation" as "means 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."

Texas Government 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: $ _____

Person Making the Compensation: _____
First Name Middle Name Last Name

Address: _____
Street Address City State Zip Code

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 AND SUBSCRIBED BEFORE ME, THE UNDERSIGNED AUTHORITY, UNDER PENALTY OF PERJURY, ON THIS

THE _____ **DAY OF** _____ **, A.D. 20** _____ **.** _____
Signature of Hearing Officer or Notary Public
in and for the State of Texas

_____

Mail, fax, or email to: TDCJ Parole Division
CFCU Affidavit Desk
8712 Shoal Creek Blvd. Austin, TX 78757
Phone: 512-406-5943
Fax: 512-371-9645
Email: Fee.Affidavits@tdcj.texas.gov

Texas Department of Criminal Justice
Parole Division

Registration Form for Representation of Client

To be filed with the Parole Division

For year: _____

Texas Government Code § 508.083 requires that the person representing a client for compensation before the Texas Board of Pardons and Paroles, a Parole Panel, or the Parole Division must be:

1. an attorney licensed to practice in Texas, and
2. registered with the Parole Division.

TDCJ OFFICE USE ONLY
Date Received: _____
Date Processed:

File this Attorney Summary Report for Client Representation with the Parole Division no later than January 31st of the current year.

☐ **Initial Filing** ☐ **Supplemental Filing** ☐ **Renewal Filing**

I hereby declare my intention to represent one or more clients before the Board of Pardons and Paroles, Parole Panel, or the Parole Division for compensation.

Texas Bar Number: _____

Registrant Name: _____
First Middle Last

Phone Number: _____
Area Code Number Extension

Street Address: _____

City, State, Zip: _____

Signature: _____
Full Name Date

Other Required Filings

Any person representing a client for compensation shall also:

1. File a Client Representation Fee Affidavit (RRP-12) with the Parole Division.
   - A separate affidavit must be completed for each client represented and must be on file with the department before the person first contacts a member or employee of the BPP or an employee of the Parole Division on behalf of the client.
   - Filings are held at the Parole Division, 8610 Shoal Creek Blvd., Austin, TX, 78757. For further information, call 512-406-5943.
2. File a yearly Attorney Summary Report for Client Representation (RRP-120) with the Parole Division, no later than January 31st of the year following the year covered by the report.
3. File a Supplemental Registration Form (RRP-110) with the Parole Division, no later than 10 days after any registrant information changes.

TEXAS DEPARTMENT OF CRIMINAL JUSTICE

PO Box 4018 Huntsville, TX 77342-4018

VENDOR MAINTENANCE DIRECT DEPOSIT AND SUBSTITUTE W-9 FORM

Agency Use Only

☐ CPA ☐ AP ☐ DDS

☐ New Set-up ☐ New Mail Code

☐ Other:

Box 1	Legal Name (as shown on your tax return):					
Box 2	DBA:					
Box 3	Tax Information Mailing Address:		**Box 4**	Payment Address (If different from Tax Address):		
City:	State:	Zip:	City:		State:	Zip:
Phone:		Fax:	Email:			

Box 5 — **Taxpayer Identification Number:**

☐ Social Security Number (SSN)
☐ Employer Identification Number (EIN

Note: Enter the same number used when filing your tax return

Box 6 — **Federal Tax Classification:**

Business Designation:

☐ Texas Corporation ☐ Limited Partnership ☐ Sole Owner
☐ Out-of-State Corporation ☐ General Partnership ☐ Individual Recipient
☐ Foreign Corporation ☐ Professional Association ☐ Government Entity
☐ Limited Liability Company ☐ Financial Institution ☐ TX State Agcy/Universit
☐ Other (Please Explain):

Box 7 — **State Charter Information:**

State of Jurisdiction: | File or Charter Number:

Box 8 — **Sole Ownership Info:**

Sole Owner Name and SSN:

Box 9 — **Partnership Information:**

Partner 1 Name and SSN/EIN:

Partner 2 Name and SSN/EIN:

Box 10 — **Profit Status:**

☐ Profit ☐ Non-Profit

Box 11 — **Backup Withholding:**
* Please see IRS Website

☐ Exempt from Backup Withholding

Box 12 — **Certification:**

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:

Box 13 — **DIRECT DEPOSIT INFORMATION**

☐ Direct Deposit Setup ☐ Direct Deposit Change ☐ Direct Deposit Cancel ☐ Decline Direct Deposit at this time

Financial Institution Name: | Type: ☐ Checking ☐ Savings

Routing Transit Number: | Account Number:

Will these payments be forwarded to a financial institution outside the United States? ☐ Yes ☐ No

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:

Printed Name Required: | Date:

TDCJ ALL INCLUSIVE VENDOR FORM INSTRUCTIONS	
Box Number	**Required Information**
1	**Legal Name**: Legal business name filed with the IRS. For Sole Ownership or Individual Recipient, excluding LLC, enter name of owner.
2	**DBA**: Name you are "Doing Business As" if different from legal business name.
3	**Tax Information Mailing Address:** Address where IRS tax information is sent. (i.e. W9, 1099, etc.)
4	**Payment Address: Remit** Address for payments if different from address in box 3.
5	**Taxpayer Identification**: Select the appropriate check box for the taxpayer identification number you are entering. ***Enter only one number.*** **Social Security**: 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. **OR** **Federal Tax Identification Number**: 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.
6	**Federal Tax Classification**: Select **only one** that describes the ownership type of business.
7	**State Charter Information:** The state where corporation or partnership status is filed and the file or charter number of corporation or partnership in that state.
8	**Sole Ownership Info:** Name and Social Security Number of Sole Owner (excluding LLC) if using an Employer Identification Number (EIN).
9	**Partnership Information:** Name and Social Security Number or EIN of all partners involved in the general partnership. Please attach additional sheet if needed.
10	**Profit Status**: Select **only one** that describes the profit status of the business.
11	**Exemption from Backup Withholding:** check this box if the business is exempt from Backup Withholding. For further information on Backup Withholding, see the following IRS Web site: http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3
12	**Certification:** 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. **THIS BOX MUST BE SIGNED AND DATED.** For more information go to IRS website at: http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3
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. **THIS BOX MUST BE SIGNED AND DATED.** 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

Phone Number: 936/437-8761 or 936/437-6357 Fax Number: 936/437-6290