



TIMOTHY MCDONNELL
BOARD ADMINISTRATOR
TEXAS BOARD OF PARDONS AND PAROLES
8610 Shoal Creek Blvd
Austin, Texas 78757
Tel: (512) 406-5452
Fax: (512) 406-5482

July 5, 2011

RE: Contract for Outside Counsel Agreement for Fiscal Year 2012

Please find enclosed an Outside Counsel Agreement Packet for the Texas Board of Pardons and Paroles. The contract has been slightly modified from last year's and superseded by the following change in terms:

- **SECTION 2 (CONTRACT PERIOD)** – The contract's commence and termination dates were changed to reflect the new contract period.
- **SECTION 4 (OBLIGATION OF COUNSEL)** – A non substantive change was made to this section, which consists of a grammatical correction to "Section 4".
- **SECTION 19 (DISPUTE RESOLUTION)** – The year was removed to allow for the inclusion of the new contractual year.

After thorough review of the contract, please return the enclosed forms to the Board Administrator for the Texas Board of Pardons and Paroles at the address listed below. Additionally, please review the **INSTRUCTIONS FOR SUBMITTING AND COMPLETING ATTORNEY STATEMENTS** prior to submission of Attorney Statements for compensation of services rendered.

The TDCJ Registration Form for Representation of Inmates should be sent directly to the Texas Department of Criminal Justice-Parole Division. Retain the Fee Affidavit form, the Instructions for Submitting Attorney Statements, the Attorney Statement (Form HS-107), and the Reimbursement Schedule for your future reference and use.

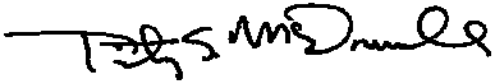
RETURN: OUTSIDE COUNSEL AGREEMENT
SPECIAL INFORMATION QUESTIONNAIRE FORM
APPLICATION FOR TEXAS I.D. NUMBER FORM
VENDOR DIRECT DEPOSIT FORM (If applicable)
ADVANCE PAYMENT NOTIFICATION AUTHORIZATION FORM (If applicable)

RETURN TO: BOARD ADMINISTRATOR
TEXAS BOARD OF PARDONS AND PAROLES
8610 SHOAL CREEK BLVD.
AUSTIN, TX 78757

Return all pertinent paperwork no later than July 31, 2011 to avoid processing delays. As always, the Board appreciates your continued commitment in the representation of offenders.

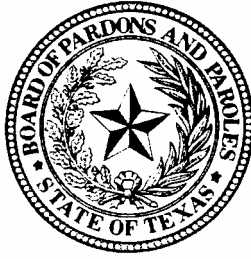
If you have any questions, do not hesitate to contact our office at (512) 406-5815.

Sincerely

A handwritten signature in black ink, appearing to read "Timothy McDonnell". The signature is written in a cursive style with a horizontal line extending to the left.

Timothy McDonnell
Board Administrator

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



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

July 5, 2011

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 Authorization (If applicable)

_____ Application for Texas Identification Number

_____ Advance Payment Notification Authorization

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 Inmates should be sent directly to the Texas Department of Criminal Justice – Parole Division. Retain the for your future reference and use the forms outlined below.

**RETAIN: INSTRUCTIONS FOR SUBMITTING STATEMENTS
 ATTORNEY STATEMENT FORM (Copy for future use)
 FEE AFFIDAVIT FORM (Copy for future use)**

**RETURN: OUTSIDE COUNSEL AGREEMENT
 SPECIAL INFORMATION QUESTIONNAIRE FORM
 APPLICATION FOR TEXAS I.D. NUMBER FORM
 VENDOR DIRECT DEPOSIT FORM (If applicable)
 ADVANCE PAYMENT NOTIFICATION AUTHORIZATION FORM
 (If applicable)**

X _____
(Signature and Date)

SPECIAL INFORMATION QUESTIONNAIRE

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

NAME: _____

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. Mentally Retarded 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: _____

TEXAS BOARD OF PARDONS AND PAROLES

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
Austin, Texas 78757

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. PRE-HEARING AND POST-HEARING DATES AND TIME - This is time spent prior to and after the hearing either waiting for the offender to be brought to the hearing or waiting to be escorted to/from the secured area. **This is not hearing preparation time and must be the same day of the hearing.** Note: Time spent with 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. Note: Mileage is not paid for travel out of your home county.

TEXAS BOARD OF PARDONS AND PAROLES

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 consecutive hours before you may claim reimbursement for meals on one-day trips.

4. REPRESENTATION FEE

A. REPRESENTATION REIMBURSEMENT - The hourly representation fee is \$75 per hour for the initial two hours and \$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.

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 HEARING - Motions to Reopen Hearing may be submitted only in cases where the Offender's supervision has been revoked. Thus, attorney fees are not payable for the filing of a motion to reopen in cases where the Offender has been sent to a Substance Abuse Felony Punishment Facility (SAFPF) or Intermediate Sanction Facility (ISF) in lieu of revocation.

B. 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 BPP's General Counsel's Office.

If you have any questions about:

Appointments for hearings, call 1-800-535-9611 or 512-406-5495,
Completing forms or adjustment reimbursement, call 512-406-5815 or 512-406-5487,
Receiving reimbursement, call 936-437-6738.

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: _____ TDC/PIA No. _____

Location of Hearing: Name of Facility _____

Date of Hearing: _____ Type of Hearing: _____
 (Revocation/Preliminary/Continuance/Reopening/Err. Release)

<u>ACTIVITY</u>	<u>DATES OF SERVICE</u>	<u>HOURS</u>	<u>MINUTES</u>
Releasee Interview	_____	_____	_____
Preparation for Hearing	_____	_____	_____
Out of County Travel Time	_____	_____	_____
*Prehearing Time	_____	_____	_____
Hearing Time	_____	_____	_____
*Posthearing Time	_____	_____	_____
*Must be the same day of the hearing	_____	_____	_____
Appeal (Motion to Reopen or Reinstate)	_____	_____	_____
Total Hours/Minutes:			

EXPENSES

In-County Mileage _____ x 0.555 cents per mile _____

Attach a memo clarifying mileage. _____

Parking _____

Lodging/ Meals/Parking (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	= \$ 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 AND 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.

Revised 7/1/09
Texas BPP/Attorney Reimbursement Schedule

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

**CONTRACT AND AGREEMENT
FOR
APPOINTED COUNSEL SERVICES
BETWEEN
THE BOARD OF PARDONS AND PAROLES
AND

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 Board of Pardons and Paroles, hereinafter referred to as "BPP," and _____, 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, 2011 or if the contract is signed, by any party, after September 1, 2011, on the date last appearing in this contract and agreement shall terminate on August 31, 2012 or when a final order is entered in the any pending parole revocation hearing referenced in Section 4, herein, whichever occurs later, or unless terminated earlier in accordance with the provisions of Section 13, herein.

**SECTION 3
AUTHORITY AND REPRESENTATIONS**

The BPP enters into this contract under the authority granted to that Agency by the Constitution and laws of Texas. This contract is not within the purview of, nor is it controlled either by the Consulting Services Act, Section 2254.021 *et seq.* of the Government Code or the Professional Services Act, Section 2253.042 *et seq.* of the Government Code.

SECTION 4
OBLIGATION 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; or scheduled to appear at an erroneous release hearing to consider their return to prison or other parole vote; and/or to pursue an appeal of the revocation hearing by filing a Motion to Reopen Hearing with the BPP.

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 BPP

A. Measure of Liability for Counsel Witness Services

By execution of this contract, Counsel will bill by invoice and BPP shall pay for services rendered by Counsel, for work performed pursuant to this contract and agreement. In consideration of full and satisfactory performance thereof, BPP 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 or erroneous release 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

BPP 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 BPP.

C. Reimbursement for Incidental Expenses

BPP shall reimburse Counsel for any necessary and proper 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 BPP.

SECTION 6
MAXIMUM LIABILITY OF BPP

The cumulative liability of BPP to the Counsel pursuant to the provisions of paragraph A of Section 5 hereto shall not exceed the sum of Ten Thousand Dollars (\$10,000.00) 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 TXBPP

This contract and agreement shall not be construed as creating any debt by or on behalf of BPP 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 BPP 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 or erroneous release hearing).

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 federal law, then Counsel agrees to strictly maintain the confidentiality of such records or information as may be required by federal law and regulations.

SECTION 10
LIABILITY

As an independent contractor, Counsel agrees to hold BPP harmless and to indemnify BPP 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 BPP to be the method of contracting which involved the least expense to the state.

SECTION 11
RECORDS RETENTION

Counsel shall maintain for a period of **three (3) 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 BPP.

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 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 BPP 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, 102 Stat. 4303, and the regulations of the United States Department of Health and Human Services at 45 C.F.R. Part 76, Subpart F.

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. (See Executive Order 11246, as amended by Executive Order 11375, and as supplemented by 41 C.F.R. Part 60) Further, Counsel shall comply with the regulations issued by the Secretary of Labor in Title 20 C.F.R. Part 741, pursuant to the provisions of Executive Order 11758 and the Federal Rehabilitation Act of 1973.

SECTION 13 SUSPENSION

BPP 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 termination shall be communicated to Counsel by BPP by certified and first class mail and, if practicable, by email or facsimile transmission.

SECTION 14 EARLY TERMINATION

BPP 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 BPP 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 **six (6) 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 BPP and Counsel to attempt to resolve all disputes arising under this contract.

WITNESS our hands on this _____ day of _____, A.D. _____.

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

Counsel

(Street Address)

(City, State, Zip Code)

(Phone Number)

(Fax Number)

(Email Address)

**Counsel Tax Identification
or Social Security Number**

Texas Bar Card Number

Kyle Britt, Budget Director
Texas Board of Pardons and Paroles
1300 11th Street, Suite 520
Huntsville, Texas 77340

Vendor Direct Deposit / Advance Payment Notification Authorization

This form may be used by vendors or individual recipients
 - to receive payments from the state of Texas by direct deposit
 - to change or cancel existing direct deposit information

For Comptroller's Use Only		

For State Agency Use		
<input type="checkbox"/>	Advance Payment Notification	
<input type="checkbox"/>	International Payments Verification	
<input type="checkbox"/>	Interagency Transfer	

Transaction Type

SECTION 1	<input type="checkbox"/> New setup (Sections 2, 3, 4 and 5 - Section 6 is optional)	<input type="checkbox"/> Change account type (Sections 2, 3, 4 and 5 - Section 6 is optional)
	<input type="checkbox"/> Change financial institution (Sections 2, 3, 4 and 5 - Section 6 is optional)	<input type="checkbox"/> Cancellation (Sections 2 and 4 - Sections 7 and 8 for state agency use)
	<input type="checkbox"/> Change account number (Sections 2, 3, 4 and 5 - Section 6 is optional)	

Payee Identification

SECTION 2	Social Security Number (SSN) or Employer Identification Number (EIN) _____		Mail code (If not known, leave blank.) _____	
	Payee name (Business/Individual) _____		Phone number () _____ ext. _____	
	Mailing address _____	City _____	State _____	ZIP code _____

Financial Institution (Completion by financial institution is recommended.)

SECTION 3	Financial institution name _____		City _____	State _____
	Routing transit number (9 digits) _____		Customer account number (maximum 17 characters) _____	
			Type of account <input type="checkbox"/> Checking <input type="checkbox"/> Savings	
	Financial representative name (optional) _____		Title (optional) _____	
Financial representative signature (optional) _____		Phone number (optional) () _____ ext. _____	Date (optional) _____	

Authorization for Setup, Changes or Cancellation (required)

SECTION 4	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 sign here ▶	Printed name	Date

International Payments Verification (required)

SEC 5	Will these payments be forwarded to a financial institution outside the United States?..... <input type="checkbox"/> YES <input type="checkbox"/> NO
-------	--

Authorization for Advance Payment Notification Setup (optional)

SECTION 6	I authorize the Texas Comptroller of Public Accounts to send an email notification one business day prior to the payment posting to my account.	
	Contact name (Please print) _____	Contact phone number () _____ ext. _____
	Email address _____	

Cancellation by Agency (for state agency use)

SEC 7	Reason _____	Date _____
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Authorized Signature (for state agency use)

SECTION 8	Signature sign here ▶	Date _____
	Phone number () _____ ext. _____	Agency number _____
	Agency name _____	
	Comments _____	

Please return your completed form to:
 TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
 Fiscal Management - Direct Deposit Program
 P.O. Box 13528
 Austin, TX 78711-3528
 FAX: (512) 475-5424 Phone: (512) 936-8138

For Comptroller's use only

Application for Texas Identification Number

• See instructions on back

1. Is this a new account? YES Mail Code 000 NO Enter Mail Code _____ Agency number _____
 Complete Sections 1 - 5 Complete Sections 1, 2 & 5

Section 1
 2. **Texas Identification Number (TIN)** - Indicate the type of number you are providing to be used for your TIN
 1 - Employer Identification Number (EIN)
 2 - Social Security number (SSN) Enter the number indicated _____
 3 - Comptroller's assigned number (FOR STATE AGENCY USE ONLY)
 3. Are you currently reporting any Texas tax to the Comptroller's office such as sales tax or franchise tax?
 YES NO If "YES," enter Texas Taxpayer Number _____

Section 2
Payee Information (Please type or print)
 4. Name of payee (Individual or business to be paid)

 5. Mailing address where you want to receive payments

 6. (Optional)

 7. (Optional)

 8. (Optional)

 9. City _____ State _____ ZIP Code _____

10. Payee telephone number (Area code and number) (_____) _____ SIC code _____ Security type code (0, 1, 2) _____ Zone code _____

Section 3
 11. **Ownership Codes** - Check only one code by the appropriate ownership type that applies to you or your business.

<input type="checkbox"/> I - Individual Recipient (not owning a business) <input type="checkbox"/> S - Sole Ownership (Individual owning a business): If checked, enter the owner's name and Social Security number (SSN) Owner's name _____ SSN <input type="text" value="2"/> _____ <input type="checkbox"/> P - Partnership: If checked, enter two partner's names and Social Security numbers (SSN). If a partner is a corporation, use the corporation's Employer Identification Number (EIN). Name _____ SSN/EIN <input type="text"/> _____ Name _____ SSN/EIN <input type="text"/> _____ <input type="checkbox"/> N - Other: If checked, explain. _____	<input type="checkbox"/> L - Texas Limited Partnership: If checked, enter the Texas File Number _____ <input type="checkbox"/> T - Texas Corporation: If checked, enter the Texas File Number _____ <input type="checkbox"/> A - Professional Association: If checked, enter the Texas File Number _____ <input type="checkbox"/> C - Professional Corporation: If checked, enter the Texas File Number _____ <input type="checkbox"/> O - Out-of-State Corporation <input type="checkbox"/> G - Governmental Entity <input type="checkbox"/> U - State agency / University <input type="checkbox"/> F - Financial Institution <input type="checkbox"/> R - Foreign (out of U.S.A.)
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Section 4
 12. Payment Assignment? YES NO *Note: A copy of the assignment agreement between payees must be attached.*
 Assignee name _____
 Assignee TIN _____ Assignment date _____

Section 5
 13. Comments _____

 14. Authorized signature (Applicant or authorized agent) _____ Date _____
 Agency name _____ Prepared by _____ Phone (Area code and number) _____
 15. _____