

Annual Panel Renewal Application - 2025

Preamble:

Randall County and the RCMAC have adopted requirements that attorneys must meet in order to receive court appointed assignments. Attorneys must demonstrate and maintain a professional practice that is dedicated to providing zealous representation to indigent defense. Attorney admittance onto the appointment list is subject to ongoing legal education requirements and periodic review.

The RCMAC Director will either approve or decline your renewal application. If approved, you will receive an email confirming approval.

PANEL MEMBERS ARE INDEPENDENT CONTRACTORS.

The minimum requirements are:

1. Licensed to practice law in the State of Texas.
2. In good standing with Texas State Bar.
3. Minimum of 6 hours of mandatory CLE in criminal law within the past calendar year. (You may upload your MCLE State Bar Compliance Report to this form.)
4. Compliance with TIDC reporting requirements for indigent practice percentages.
5. An attorney may not have been the recipient of any public disciplinary action by the State Bar of Texas or any other attorney licensing authority of any state (or the United States) within the last year.

# Contact Information

## Name \*

First Name Last Name

## Bar Number \*

**Attorney Email \***

example@example.com

## Email for Assignment Notifications \*

**Office Address \***

Street Address

Street Address Line 2

City State / Province

Postal / Zip Code

## Office Phone \*

Please enter a valid phone number.

## Attorney Mobile Number (RCMAC Use Only)

Provide if you prefer to be contacted on your cell from our office. Otherwise, you may leave blank.

# 2025 Indigent Defense Service Contract

1. Representation as to Ability

Contractor represents that they are: licensed to practice law in Texas, in good standing with the State Bar of Texas, and they meet the minimum requirements to be on a Randall County Panel as established by the Randall County/RCMAC contract. Contractor further represents that they are qualified for and have met the requirements for the level of offense that the RCMAC assigns the Contractor. Contractor represents that the Contractor will continue to comply with all of the ongoing continuing legal education requirements necessary to remain on the RCMAC Panel for the duration of this contract, unless said contract is terminated by either party.

1. Contractor Cooperation and Monitoring

All panel attorneys are private contractors for the RCMAC. Our goal is to be provide high-quality indigent defense representation, therefore, attorneys must strive to cooperate with performance evaluations, monitoring, best billing practices, and complaint monitoring.

1. Services to be Performed by Contractor

Contractor will provide High Quality Legal Services to indigent individuals charged with crimes in Randall County. Contractor understands that they will be assigned cases based on their level of experience or stated desire for placement on a particular list. Contractor, Courts, Court Administration and Bond Companies will be notified of assignments by RCMAC via e-mail. Contractor will only provide legal services in cases for which appointment of counsel is constitutionally required or statutorily permitted under Tex. CCP §26.04. Contractor may decline assignments when their client caseloads have reached capacity or legal conflicts are identified. Contractor may be placed on hold at the discretion of the RCMAC Director.

1. Compensation

Contractor will be paid for legal services performed by Contractor under this contract pursuant to rules and rates adopted by Randall County, and such rules are deemed incorporated into the terms of this Contract. Contractor shall use their best efforts and legal ability on behalf of the client in each case undertaken and shall claim fees only for actual time and case-related expenses reasonably necessary to properly represent the client. These fees and expenses will be paid to the extent specified in the rules adopted by the RCMAC. Cases that have not been billed 60 days after disposition of a given case will need approval by the RCMAC Director for payment and are subject to non-payment by the RCMAC.

1. Assignment

Contractor shall not assign, transfer, or otherwise dispose of the duties authorized under this contract to any person, firm, or other entity without the prior written consent of the RCMAC. Nothing in this provision is intended to prohibit Contractor from having another attorney serve as a temporary substitute counsel on behalf of Contractor so long as Contractor is at all times personally responsible for the representation of the client and ensures that substitute counsel is qualified to perform the work directed. Contractor must ensure that the client is effectively represented at all times.

1. Termination at Will

Either party may terminate this contract in whole or in part by giving forty-five (45) days written notice to the non-terminating party absent good cause shown. In the event of termination, the RCMAC shall determine whether the appointed attorney will continue to handle cases to which the attorney was appointed by virtue of this Contract. Any continued services for such cases will be paid as provided herein.

1. Termination for License Suspension or Revocation

If Contractor is no longer permitted to practice law in Texas for any reason, including the suspension or revocation of the attorney’s license, this contract shall terminate immediately without notice. Upon termination of the contract, services to be performed by Contractor shall cease. All cases being handled by Contractor shall be returned to the

RCMAC for reassignment.

1. Termination for Improper Billing Practices

The RCMAC Director may terminate this contract for improper billing practices if it is determined that the attorney has engaged in a pattern of willful, intentional, reckless, or negligent submission of false fee claims. Unless the RCMAC consents in writing to Contractor’s continued performance on a pending case, upon termination of the contract, services to be performed by Contractor shall cease, and all cases being handled by Contractor shall be returned to the RCMAC for reassignment.

1. Notices

Notices, approvals, and communications required by this contract shall be in writing

unless indicated otherwise. “Writing” includes electronic documents and communication to the extent permitted by rules adopted by RCMAC.

By signing below you are affirming that you have reviewed the contract and agree to the terms above.\*

**Would you like to be assigned to a higher level appointment list? \* **Yes, please contact me with more information on how I can move up No, not at this time

## Have you had any grievances filed against you in the past year? \*

Yes (Attention Submitter: please contact the RCMAC Director to set up meeting to discuss) No

## Reflecting on your experience with the RCMAC in the past year, do you have any suggestions for our office? Any services or resources that would be beneficial to you that we may provide?

**Reflecting on your experience with practicing indigent defense in Randall County over the past year, do you have any requests on what we may advocate for on your behalf? What has been the most challenging aspect of practicing indigent defense in the past year?**

**Signature**

Submit