



Panel Attorney Application for Appointments

Applicants: Please note before submitting this application that there are minimum requirements for admission to the RCMAC Panel. Please review the contract herein and click to agree before proceeding.

Preamble:

Randall County has 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 may be subject to ongoing legal education requirements and periodic certification. This application sets out minimum standards and requires contract acknowledgement for qualification to the RCMAC panel.

New applicants will be promptly notified of the RCMAC Director's decision regarding their inclusion to the RCMAC appointment list.

A copy of the Attorney Qualifications are below. Fulfilling these requirements does not ensure placement on the panel.

PANEL MEMBERS ARE INDEPENDENT CONTRACTORS.

The minimum requirements are:

- (1) Licensed to practice law in the State of Texas.
- (2) Member 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 at the end of this application.)
- (4) Compliance with TIDC reporting requirements for criminal indigent practice percentages (due October 15th each year).
- (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 1 year(s).
- (6) An attorney must maintain the capability of receiving email and telephone calls and is expected to promptly respond to messages from the RCMAC in a timely manner.

*** Indicates required questions**

2025 Indigent Defense Service Contract

1. Representation as to Ability:

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

2. Contractor Cooperation and Monitoring

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

3. 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 to be placed at a given point on the list. Contractor, Courts, Court Administration and Bond Companies will be notified of assignments by the RCMAC via e-mail. Contractor will only provide legal services in cases in which appointment of counsel is constitutionally required or statutorily permitted under Texas Code of Criminal Procedure §26.04. Contractor may decline assignments when client caseloads have reached capacity or legal conflicts are identified. Contractor may be placed on hold at the discretion of the RCMAC Director.

4. Compensation:

Contractor will be paid for legal services performed by Contractor under this contract pursuant to rules adopted by the Randall County Contract, and such rules are deemed incorporated into the terms of this Contract. Contractor shall use Contractor's 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 rules adopted by the RCMAC. Vouchers that have not been filed by Contractor 60 days after the disposition of an assigned case will need approval by the RCMAC Director for payment and are subject to non-payment by the RCMAC.

5. 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, ensures that substitute counsel is qualified to perform the work directed, and that the client is effectively represented at all times.

6. 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.

7. 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.

8. Termination for Improper Billing Practices

The RCMAC may terminate this contract for improper billing practices if the RCMAC determines 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.

9. Notices:

Notices, approvals, and communications required by this contract shall be in writing unless indicated otherwise in this Contract. "Writing" includes electronic documents and communication to the extent permitted by rules adopted by the RCMAC.

By clicking the "I Agree" you are affirming that you have reviewed the contract and agree with the terms above. *

☐ I Agree

Name *

First Name

Last Name

Personal Mobile Number (RCMAC use only)

Please enter a valid phone number.

Bar Card #: *

Date Licensed: *

Month

Day

Year

Law School(s) attended? (not applicable if renewing)

Office Address:

Street Address

Street Address Line 2

City

State / Province

Postal / Zip Code

Office Phone:

Please enter a valid phone number.

Do you want the RCMAC to send assignments to another email. i.e office manager/assistant. If not, just leave blank.

Board Certified in Criminal Law?

- ☐ Yes
☐ No

Date of Board Certification:

Fluent in any other languages? Please list.

Have you ever had a grievance filed with any state bar association that was sustained?

- ☐ Yes
☐ No

Have you ever surrendered a bar license in any state?

- ☐ Yes
☐ No

Applicant may be required to provide information in a follow-up interview concerning the grievance and the disposition of the grievance.

Experience:

- *If you are already qualified for 1st/2nd Degree Felonies you may skip this page.
*No experience beyond Law School is required for Misdemeanors.

Are you interested in taking Misdemeanors?

- ☐ Yes
☐ No

Are you interested in taking 3rd/State Jail Felonies?

- ☐ Yes
☐ No

For attorneys wishing to accept 3rd Degree/State Jail Felonies, list 1 felony trial (style and cause number) that you have tried to verdict before a jury (1st or 2nd chair) OR list 2 misdemeanor cases tried to a verdict before a jury (style and cause number, 1st chair only).

Are you interested in taking 1st/2nd Degree Felonies?

- ☐ Yes
☐ No

For attorneys wishing to accept 1st/2nd Degree Felonies, list 2 felony trials (style and cause number) that you have tried to verdict before a jury (1st or 2nd chair).

Are you interested in taking Appeals?

- ☐ Yes
☐ No

For attorneys wishing to accept appeals, list at least 3 appellate briefs you've drafted and submitted to a Texas Appellate Court OR at least 3 post-conviction writs of habeas corpus OR provide an appellate writing sample (to be approved by a majority of the judges) OR indicate if you have worked as a briefing clerk of an appellate court for a period of at least one year.

Miscellaneous

Please list anything about your background or experience that you believe would be helpful to the RCMAC in considering you becoming a member of the RCMAC Panel:

By digitally signing this application and submitting to the RCMAC, you are authorizing the RCMAC to conduct a background and reference check. Additionally, you acknowledge that Attorney Panel Members are independent contractors and have no expectation of a specific caseload or income.

Digital Signature *

Date Completed *

Month Day Year

You are required to ensure that Randall County has an up to date W-9, Electronic Funds Transfer (EFT) form, and verification of your completed MCLE's. The links below are provided to assist you:

W-9 - Please print, fill out, and upload below.

MCLE - Please print, fill out, and upload below.

EFT - By filling out the form provided at this link, the EFT will automatically be submitted to Randall County Auditing.

Submit