SVP / PCW

AGREEMENT FOR ATTORNEY SERVICES

This Agreement entered into this _____ day of _____ by and between the South Carolina Commission on Indigent Defense (SCCID) and_____(Attorney).

In consideration of the mutual covenants and promises contained herein, SCCID and Attorney agree as follows:

I. TERM

a. Subject to the provisions for termination set forth below and in Section XI this agreement will begin on the date this Agreement is signed by both parties and expires on _____ SCCID reserves the right and authority in its sole discretion to terminate this Agreement for any reason and at any time upon thirty (30) days notice to Attorney. Upon thirty (30) days notice this Agreement shall be null and void and have no further effect whatsoever. However any egregious conduct shall be grounds for immediate termination of this Agreement. (See Termination Clause, Section XI)

II. SERVICES

a. SCCID contracts with Attorney for the representation of indigent clients in the category or categories of cases and in the counties as set forth in Attachment A of this Agreement (See Attachment A). If Attorney is excused by a Court from an appointment for good cause shown Attorney does not relinquish the right to continue to receive appointments as provided by Attachment A.

b. In performing the legal services described in this Agreement, Attorney at all times shall comply with the requirements of the Rules of Professional Conduct, the South Carolina Rules of Court (to include the Appellate Court Rules, Rules of Civil Procedure, Rules of Criminal Procedure, Rules of Evidence, Family Court Rules, Rules of Probate Court, Alternative Dispute Resolution Rules, Rules for the Administrative Law Court Rules), orders or directives of the Courts of this State, applicable South Carolina statutes and all of the uniform policies, guidelines and standards promulgated by SCCID, all of which are hereby expressly incorporated in, merged and made a part of this contract in each and every particular.

c. Attorney shall render to, and on behalf of the indigent clients he or she represents all professional legal services reasonably required from the time of appointment to and including a final adjudication or disposition. When appropriate Attorney agrees to timely file and serve a notice of appeal or petition for review and to take such other actions as may be required to protect the indigent client's interests in accordance with the South Carolina Rules of Appellate Procedure and applicable statutory law. The Division of Appellate Defense or such other counsel as the Court may appoint may prosecute the appeal as appropriate. Attorney shall notify the Chief Attorney of the Division of

Appellate Defense as soon as an appeal or petition for review has been filed and served, and promptly provide all pleadings and other necessary documents to the Division of Appellate Defense or other such counsel appointed by the Court.

d. In performing any work under this Agreement, Attorney shall provide competent representation to the indigent client. Competent representation requires the legal knowledge, skill, thoroughness and preparedness reasonably necessary for that representation. Attorney's business relationships outside of this agreement shall not interfere with the performance of the services specified herein.

e. Notification of Appointment: Within fifteen (15) days of being appointed to a case, Attorney must register the case on the SCCID website as required by the South Carolina Supreme Court (Order dated September 29, 2006) and in accordance with the policies and guidelines of SCCID. Failure to timely and fully register each assigned case as required, including any updates of required data may be grounds for termination of this Agreement, in the discretion of SCCID.

f. If appointment of Attorney is terminated due to the indigent client subsequently obtaining private counsel; or if the indigent client does not qualify or continue to qualify as indigent, Attorney shall still be entitled only to compensation for fees and expenses properly and reasonably incurred.

g. If for any reason the Court permits Attorney to withdraw or if Attorney is otherwise removed from a case prior to full performance of the duties for reasons other than breach of duty or the provisions of Section XI, Attorney may receive compensation for Attorney's fees, costs and expenses for work already satisfactorily performed and reasonably incurred. Subject to the attorney-client and the work-product privilege, if Attorney withdraws or is removed from the case Attorney shall deliver all files, notes, documents and research related to the representation of the client to the successor attorney within 15 days after receiving notice from the successor attorney. The successor attorney shall bear the cost of transmitting all files, notes, documents and research; however such costs may be reimbursable if in accordance with SCCID policy.

h. Attorney agrees to maintain and to operate continuously throughout the term of this Agreement with at least the minimum number of staff required to deliver the legal services outlined herein.

i. Attorney shall report within 5 days to SCCID the continuance of any proceedings and the reason for that continuance.

III. COMPENSATION / EXPENSES/ EXPERT AND OTHER SERVICES

a. For services rendered SCCID agrees to pay a flat fee of $800 (Eight Hundred Dollars) per case paid upon appointment and the attorney's subsequent registration of the case as described in II(c) followed by processing of payment through the Comptroller General's Office.

b. A case is defined as an action in which an Attorney has been appointed to represent a client under the terms of this Agreement. A newly assigned case is each new unique client, including a former client with new charges, petitions, or other cause of action but excluding an existing client with new charges, petitions, or other causes of action that are appointed to Attorney pursuant to this Agreement.

c. Attorney understands and agrees that case related expenses are included in the $800 flat fee. Attorney agrees to pay all expenses incidental to the performance of this Agreement including but not limited to all salaries, overhead, and all routine and necessary cost and expenses incurred in providing contract services, including routine travel expenses.

d. Outside costs and expenses such as expenses for expert witnesses, investigators, scientific tests and other reasonable and necessary expenses Attorney reasonably believes are necessary for a proper representation of client shall be applied for and reimbursed in accordance with laws of the State of South Carolina and the policies of SCCID. Attorney expressly understands that such expenses must be approved by the court prior to being incurred.

IV. QUALIFICATIONS OF ATTORNEY

Attorney represents that he or she:

a. Is a member in good standing of the South Carolina Bar and will immediately notify SCCID in writing of any change in this status.

b. Possesses all municipal, county and state licenses which may be required in order to conduct business as an attorney in the counties and Judicial Circuits described in Attachment A; and that the same shall be kept current in all respects during the term of this Agreement and while any representation of a client is pending hereunder.

c. Is qualified to provide effective and adequate legal representation to indigent persons he or she may represent and meets at least the minimum experience and continuing education requirements identified in the rules, regulations and guidelines promulgated by SCCID and the South Carolina Supreme Court. Attorney will also comply with any CLE requirements mandated by SCCID.

d. Will immediately notify SCCID in writing of any disciplinary action(s) taken or any investigations commenced by the Office of Disciplinary Counsel.

e. Will notify SCCID of all appointed cases handled by Attorney in which there is a judicial finding that the Attorney provided ineffective assistance of counsel.

f. Attorney agrees to immediately notify SCCID if at any time during the period of this contract any claim, lawsuit or any other action (civil or criminal) becomes pending against attorney.

V. INDEPENDENT CONTRACTOR

a. The parties agree that this Agreement does not create the relationship of employer and employee. This Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between SCCID and Attorney. Attorney is, and shall at all times be, deemed an independent contractor and shall be wholly responsible for the manner in which Attorney performs the services required by the terms of this Agreement. Attorney exclusively assumes responsibility for the acts of Attorney's employees, agents, subcontractors, and all others acting at the direction of or on behalf of Attorney, as they relate to the services to be provided under this Agreement. Attorney and Attorney's agents and employees shall not be entitled to any rights or privileges as if employees of SCCID or the State of South Carolina, including but not limited to, compensation, insurance and unemployment insurance. It shall be the sole responsibility of Attorney to comply with all applicable federal, state, county, and municipal statutes, ordinances, rules, and regulations in the performance of Attorney's obligations under this Agreement.

VI. NO ASSIGNMENT

a. Attorney shall not delegate or assign his or her obligations under this Agreement, whether in whole or in part, without the prior written consent of SCCID. Attorney shall not assign any monies due or to become due to Attorney under this Agreement without the prior written consent of SCCID.

VII. NO PROHIBITION ON PRIVATE PRACTICE

a. Nothing in this Agreement shall preclude Attorney from representing privately retained clients, including clients involved in cases of a similar nature who are not indigent. Attorney shall not be prohibited from engaging in the private practice of law, provided that no private case shall be accepted that may cause a conflict of interest with a case appointed to Attorney under this Agreement.

VIII. EXTERNAL COMPENSATION

a. Attorney agrees that compensation for matters directly assigned to Attorney and covered under this Agreement shall be the sole compensation received by Attorney for the particular matters. Attorney shall not be precluded from accepting representation of indigents for matters for which he or she is not directly appointed (i.e., on behalf of other counsel) and for matters not covered by this Agreement.

IX. INDEMNIFICATION/ LEGAL MALPRACTICE INSURANCE

a. Attorney shall indemnify, defend, save, and hold harmless SCCID and the State of South Carolina, their officials, officers, agents, and employees from and against any and all claims, liabilities, losses, and/or causes of action including court costs and attorney's fees that may hereafter at any time be made or brought by anyone for the purpose of enforcing any claim on account of any injury or damage allegedly caused or occurring to any person or property which may arise, in whole or in part, whether intentional or unintentional, from any willful misconduct, or negligent act or omission of Attorney, Attorney's associates, law partners, agents, or employees during performance under this Agreement.

For each attorney furnishing services under this Agreement, prior to the commencement of any representation of a client hereunder, Attorney shall furnish evidence of legal malpractice insurance coverage that is current and in effect of at least $300,000 per claim/$500,000 aggregate and Attorney shall retain such insurance for any liability arising out of the services provided even after the attorney in no longer under contract with SCCID.

X. RECORD RETENTION/AUDIT

a. Attorney shall keep detailed records to enable SCCID or its agents to verify all costs, expenses and Attorney's time expended representing all indigent clients in cases appointed under this Agreement and shall make such records available to SCCID and its agents at any reasonable time. The records include supporting documentation necessary to adequately evaluate and substantiate payments made under this Agreement. SCCID and/ or its agents may, at its discretion, audit or inspect Attorney's books and financial records relating to services under this Agreement at any and all reasonable times. Attorney agrees to retain and to make available for inspections, upon reasonable notice, all books, statements, ledgers and other financial records relating to services under this Agreement for a period of five (5) years from the date of each payment, or until all Federal or State audits that may relate to each payment are complete for the applicable fiscal year, whichever is later. All financial records shall be made available to SCCID and/ or its agents at Attorney's place of business. The recordkeeping duties under this Agreement are separate and apart from recordkeeping requirements under Rule 407, SCACR (the Rules of Professional Conduct) and Rule 417, SCACR (Financial Recordkeeping).

XI. TERMINATION/ CONTRACT EXPIRATION

This Agreement may be terminated as follows:

a. In addition to any other remedy authorized by law, SCCID shall have the right to terminate this Agreement upon thirty (30) days notice to Attorney if in its sole opinion Attorney or Attorney's agents or employees fail to comply with any of the terms of this Agreement to include those terms expressly incorporated and merged into this Agreement. Such failure shall constitute a material breach of this Agreement by Attorney.

In the event of breach of duty in a case by Attorney, Attorney shall not be entitled to payment of Attorney's fees and shall reimburse SCCID for fees already received as an initial flat fee except as may be provided by court order. Any egregious conduct shall be grounds for immediate termination.

b. In the event Attorney is unable to perform this Agreement due to permanent or temporary disability, injury, continuing disabling sickness, or for other similar causes beyond the control of Attorney, then this Agreement may be terminated. In such event Attorney shall take appropriate steps to withdraw from all appointed cases, including filing motions to withdraw as required by South Carolina law. If Attorney is permitted to withdraw or is terminated in accordance with Section XI(a) from an appointed case, work materials that are not protected by the attorney/client privilege and the work-product privilege shall be turned over to such attorneys as may be subsequently appointed by the Court.

c. SCCID may, in its sole and absolute discretion, terminate this Agreement upon thirty (30) days notice to Attorney. Attorney may, in Attorney's absolute discretion, terminate this Agreement without cause upon thirty (30) days notice to SCCID provided that Attorney shall be responsible for all existing obligations to clients already appointed to pursuant to this Agreement.

d. Attorney understands that because the flat fee compensation is intended to cover the entire case any termination in accordance with Section XI(c) or by expiration of this Agreement does not affect the existing obligations to clients already assigned pursuant to this Agreement and attorneys continuing duty shall continue until final adjudication or disposition as described in Section II(c).

e. Notice of termination of this Agreement must be given to the other party in writing, sent by certified or registered United States mail, with return receipt requested, addressed to the party for whom it is intended, delivery restricted to the addressee, at the place last specified for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following for giving written notice:

FOR SCCID	FOR ATTORNEY
South Carolina Commission on Indigent Defense Attn: J. Hugh Ryan (General Counsel) PO BOX 11433 Columbia, SC 29211-1433	_____ Print name _____ Address

XII. NO WAIVER/GOVERNING LAW

a. All rights hereunder are cumulative, not alternative, and are in addition to any other rights given by law. The validity, construction, and interpretation of this Agreement shall be governed by the laws of the State of South Carolina and the South Carolina Constitution. Venue for all actions arising from or related to this Agreement shall be in Richland County, South Carolina.

XIII. SEVERABILITY

a. Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this Agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Agreement shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect.

XIV. AMENDMENT OR RENEWAL OF AGREEMENT

a. This Agreement expresses the entirety of the understandings of the parties concerning all matters covered. No renewal of this Agreement, or addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless in the form of a written amendment to this Agreement and formally approved by the parties.

XV. MISCELLANEOUS PROVISIONS

a. SCCID's and Attorney's performance under this Agreement are contingent upon appropriation by the Legislature, county funding and any other funding sources necessary to fund the performance of this contract.

b. SCCID's performance under this Agreement is contingent upon written approval of the South Carolina Attorney General in accordance with applicable South Carolina law.

c. The headings used in this Agreement are for illustrative purposes and are not a limitation of any of the rights and obligations of the parties.

d. Attorney shall affix Attorney's name, and Bar number on all communications addressed to SCCID. Attorney shall keep SCCID informed at all times of Attorney's current name and address, telephone and facsimile numbers, e-mail address and tax identification number.

XVI. ENTIRE AGREEMENT

a. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly it is agreed that no deviation from the terms thereof shall be predicated upon any prior representations or agreements whether oral or written. This is the entire agreement of the parties. It may be changed only by an agreement in writing signed by both parties.

STATE OF SOUTH CAROLINA
COMMISSION ON INDIGENT DEFENSE BY:

_____
J. Hugh Ryan III, General Counsel
DATE: _____

ATTEST:_____.

ATTORNEY
Signature: _____
Print name: _____
South Carolina Bar No.: _____
Attorney's Tax ID No.: _____
Attorney's E-Mail Address: _____
Mailing Address:_____.
Fax number _____
Cell number_____
DATE: _____

ATTEST:_____.

Attachment A

(to agreement between SCCID and contracting attorney, dated the_____ day of _____).

Contracting Attorney _____

SC Bar number: _____

Counties covered _____

Categories of Cases:

_____ Sexual Violent Predator (SVP)

_____ Post-Conviction Relief (PCR)