

§57.6 Invoices for Legal Services and Expenses.

(a) Outside Counsel shall prepare correct and complete Invoices and submit them, along with an Invoice Summary, for the billing period to the Agency for payment.

(b) A correct and complete Invoice must include, at a minimum, the following information:

(1) Outside Counsel Contract identification number;

(2) Agency name;

(3) Outside Counsel name;

(4) Vendor Identification Number (assigned by the Texas Comptroller of Public Accounts), Social Security Number of an authorized representative of Outside Counsel or other appropriate payment identification number;

(5) Invoice number and date;

(6) Billing period of services rendered for which payment is being sought;

(7) Description and date of the task or service provided, the billable time for the task or service, the name and position (partner, associate, paralegal, etc.) of the timekeeper that performed the task or service, and the applicable hourly rate; or, if the fee is based on a fixed fee basis or fee schedule, the number and type of projects or matters;

(8) For filing charges, a description of the document filed and the name and location of the entity the document was filed with;

(9) For expenses, a copy of each receipt or other proof of payment; and

(10) Other information requested by the Agency or the Office of the Attorney General.

(c) Unless requested to do so by the Agency or the Office of the Attorney General, Outside Counsel must not include information in its Invoices that is not related to compensable charges or reimbursable expenses.

(d) Outside Counsel must verify, in writing, upon the submittal of each Invoice, that the Invoice is correct and complete and that: (1) the legal services being billed for were performed and were reasonable and either necessary or advisable;

(2) the legal services being billed for were within the term and scope of services of the Outside Counsel Contract;

(3) the legal billing rates are the same as those set in the Outside Counsel Contract;

(4) any expense that requires the Agency's pre-approval was in fact pre-approved; and

(5) the total amount of the Invoice, along with all prior payments made to Outside Counsel under the Outside Counsel Contract, do not exceed the maximum liability amount set in the Outside Counsel Contract.