Expertise, Oversight, and Case Ownership

☐ Can the applicant certify that they have sufficient experience and expertise to independently manage cases?
  o If not, can your organization provide sufficient supervision?

☐ How and when is the contract attorney’s performance evaluated?

☐ Is the contract attorney expected to provide their own malpractice insurance?
  o If so, has this been accounted for in compensation?

☐ Is the organization providing the malpractice insurance?
  o If so, is there any limit on the attorney’s practice (e.g., can the attorney represent clients in court, depositions, etc.)?

☐ How will the organization conduct conflict of interest checks with the contract attorney?

☐ Will the organization or the contract attorney be ultimately responsible for the case?
  o Will this be reflected in the retainer agreement?
  o How will information be shared, if at all, during the pendency of the case?
  o Who will take possession of the case file at the conclusion of the case?

Scope of Project

☐ How is the agreement structured?
  o Agreement with a staffing agency for certain limited tasks
  o Agreement with independent contractor for holistic legal services or a specific type of legal service (e.g., housing, education, etc.)

☐ Is the work to be performed described with sufficient specificity?
  o Is the contract for a set amount of time (e.g., two years)? If so, what are the start and end dates?
    ▪ What happens to any open cases at the end of that limited time period?
  o Or a set number of cases (e.g., up to 25 cases)?
  o Or both (e.g., up to 25 cases for two years)?

☐ Are you seeking full representation or limited representation (e.g. full eviction case vs. Motion to Dismiss)?
Contract Attorney Checklist of Considerations

Compensation

☐ How will the contract attorney be compensated?
  o Hourly, per case, via staffing agency, etc.

☐ Who is responsible for tax withholdings?

☐ Are you willing to adjust compensation or offer reimbursement for costs the contract attorney may incur (e.g., malpractice insurance, travel expenses, etc.)

☐ How will the contract attorney be compensated for cases that remain open at the conclusion of the grant?

Logistical Considerations

☐ Where will the contract attorney work?
  o Out of their own office?
  o Out of the organization’s office?
  o Travel to host clinics or meet survivors at community organizations?

☐ Who will provide the email address?
  o Review state law and ethical requirements for privacy considerations

☐ How will hours be tracked/billed?