

***CONTRACT ATTORNEY CONTRACT  
EXAMPLE***

## Agreement for Contract Attorney Services

This Agreement, effective as of the date of execution below, is made and entered into by and between [REDACTED], a Colorado non-profit organization, and \_\_\_\_\_ (Attorney name) of \_\_\_\_\_ (city), Colorado (hereinafter "Attorney").

1. **Purpose:** This Agreement defines the terms of payment and procedures for referral and representation of civil protection order cases from [REDACTED].

2. **Representation:** The Attorney shall provide representation in a thorough, competent, and professional manner subject to all applicable standards, rules, regulations, canons, statutes and cases. Representation shall commence upon acceptance of a civil protection order case referred by [REDACTED], and shall continue until the conclusion of the Permanent Protection Order (hereinafter "PPO") hearing.

a. This Agreement does not in any way guarantee the appointment of any case to the Attorney and does not require that the Attorney work exclusively for [REDACTED]. The Attorney agrees to inform [REDACTED] of the estimated number of cases they are willing and able to take each month, by the last working day of the preceding month.

b. The Attorney agrees to carry professional liability insurance covering all services to be performed pursuant to this Agreement, and by entering into this Agreement, certifies they are authorized to practice law in the State of Colorado.

c. The Attorney agrees to appear at the scheduled PPO hearing, and will not accept a [REDACTED] case unless they reasonably believe they will be able to do so. If, for any reason, the Attorney cannot appear at the scheduled PPO hearing, the Attorney shall notify the Legal Director of [REDACTED] as soon as possible. Depending on the case status and the circumstances, another contract attorney or a [REDACTED] staff attorney may provide coverage, or the case may be reassigned to another contract attorney.

d. When the Attorney agrees to accept a case referred by [REDACTED], they shall not solicit or receive any fee or expense for representation of the individual referred, other than as provided in this Agreement.

e. The Attorney agrees they shall not solicit any person referred by [REDACTED] for any unrelated or additional legal matters. However, if the person referred by [REDACTED] requests representation for an unrelated or additional legal matter, the Attorney may enter in to a separate agreement with the person upon conclusion of the civil protection order case and must give notice to [REDACTED] of the same.

f. The Attorney agrees to provide non-privileged information for the purpose of program evaluation to [REDACTED] following the conclusion of the PPO hearing. Information will include, but not be limited to, the number of hours spent on the case, the outcome of the case, and a copy of the Permanent Protection Order.

g. No part of the performance of the Attorney under this Agreement shall be assigned or subcontracted without the written consent of [REDACTED]. The Attorney acknowledges and agrees that under no circumstances shall a different attorney, including another partner or associate at the Attorney's firm, replace, cover for, or appear in the absence of the Attorney at the PPO hearing or at any continuance thereof.

h. In the event a complaint has been filed with the Office of Attorney Regulation Counsel regarding the Attorney by any person referred by [REDACTED], the Attorney must notify [REDACTED] within five days of receiving notice of investigation.

i. If at any time the Attorney's license ceases to be active or they are no longer a member in good standing of the Colorado Supreme Court Office of Attorney Regulation, they must notify [REDACTED] immediately and this agreement will terminate immediately and automatically without notice to the Attorney.

3. **Payment:** The Attorney shall be paid a flat fee rate of \$750.00 upon conclusion of the PPO hearing. The Attorney shall submit a Case Evaluation and Contract Attorney Request for Payment to the [REDACTED] Legal Director as soon as practicable following the conclusion of the PPO hearing. [REDACTED] agrees to process payment within 30 days of receipt of the Case Evaluation and Contract Attorney Request for Payment. In the event a case is reassigned to another program attorney, as provided for in Section 1(c) hereinabove, the flat fee shall be paid to the attorney who appeared at the PPO hearing.

4. **Status as an Independent Contractor:** This Agreement does not constitute a hiring by [REDACTED]. It is the parties' intention that the Attorney shall be an independent contractor and not a [REDACTED] employee for all purposes, including but not limited to, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, and the Colorado Unemployment Insurance Act. Accordingly, no federal, state, or local income tax or payroll tax of any kind shall be withheld or paid by [REDACTED] on behalf of the Attorney.

5. **Income Taxes:** The Attorney understands and agrees that the Attorney is responsible to pay, according to law, the Attorney's federal, state and local income taxes. If the Attorney is not a corporation, the Attorney further understands and agrees to pay any self-employment (social security) tax that may be required by law.

6. **Breach:** Breach of this Agreement shall occur upon, but not be limited to, failure of Attorney to carry out any duty required by this agreement in a satisfactory manner, as determined at the sole discretion of [REDACTED].

7. **Termination:** This Agreement may be terminated by [REDACTED] for cause immediately upon notice to the Attorney. This Agreement may be terminated by either party for convenience upon 30 days prior written notice. Should this Agreement be terminated pursuant to this paragraph, the Attorney agrees to complete all assigned cases to final disposition unless such completion would violate the Colorado Rules of Professional Conduct or if Project Safeguard requests otherwise.

8. **Term of Agreement:** Notwithstanding any other provisions of this Agreement, the Agreement shall be effective as of execution below and shall expire on [REDACTED], 2019. As part of this Agreement [REDACTED] will actively monitor the Attorney's performance and the Attorney must cooperate with any program evaluation [REDACTED] may conduct during the contract period.

9. **Miscellaneous:** This Agreement constitutes the entire understanding between the parties with respect to the subject matter. No amendments to this Agreement shall be effective unless in writing and signed by duly authorized representatives of both parties.

\_\_\_\_\_  
Attorney's Printed Name

\_\_\_\_\_  
Attorney's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
[REDACTED], Executive Director  
[REDACTED]

\_\_\_\_\_  
Date