



How to Get the Most Out of Using a Contract Attorney

“The first step in getting the best results from using a contract attorney is to choose the right one (or ones) to hire. Whom do you trust to be competent, fit well within your firm culture, be honest, serve your clients better, and increase your profit? Once you’ve chosen a contract attorney, the most effective tool for getting the most out of the relationship is to identify and communicate clear expectations.” (Excerpted from [Hiring a Contract Attorney](#) by [Heidi Strauch](#).)

In her full [article](#) Heidi addresses the following ethical and practical concerns:

- How Do I Find a Contract Lawyer I Can Trust?
- Does the Client Have to Know?
- What Details Do I Need to Consider For Each Project?
 - Location of Work
 - Scope of Work
 - Access to Client File and to Client
 - Payment and Billing
 - Rate
 - Ethical Considerations
 - Confidentiality and Conflicts
 - Software Compatibility
 - Engagement Letter
- Additional resources relating to hiring contract attorneys (some of which can be found on the [PLF Web site](#).)

Read this [post](#) if you are interested in hiring a contract lawyer or wish to offer contract lawyering services. The advice applies to both ends of the spectrum.

Remember if you are a contract lawyer claiming an exemption from Professional Liability Fund coverage in Oregon, you must live within the exemption guidelines. If you are in doubt about how these guidelines work, call our office at 503-639-6911 or 800-452-1639 (toll-free in Oregon). The guidelines are published on our [Web](#) site at the Policies and Forms link under the Primary Coverage heading. Look for the document entitled “Exemptoin Guidelines: Law Clerk/Supervised Attorney and for Retired or Of Counsel.”

In a nutshell, you may perform legal research and writing without purchasing Professional Liability Fund Coverage, provided:

- Your work is reviewed and supervised by an attorney with PLF coverage;
- You make no strategy or case decisions;
- You do not hold yourself out to any client as an attorney;
- You sign no pleadings or briefs;
- You attend no depositions as the attorney of record;
- You make no court appearances as the attorney of record;
- You do not use the title “attorney,” “attorney at law,” or “lawyer” on any correspondence or documents; and
- You are not listed in the firm name or on the firm letterhead as an attorney or firm member (unless specified as retired). If you are retired, your name may be listed on the firm letterhead as “retired” or “of counsel (retired),” whichever applies. Note that if you are listed on the letterhead in this way, you may be vicariously liable for errors made by other members of the firm under the theory of apparent partnership or partnership by estoppel. The other members of the firm may also be vicariously liable for errors made by you.

For additional considerations, read the complete guidelines.

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