



Choctaw Nation JUDICIAL BRANCH

CONTRACT FOR COURT-APPOINTED COUNSEL

This Contract is made between the Choctaw Nation of Oklahoma Judicial Branch by and through the Court Administrator and _____

of _____ (Contractor).

Definitions:

- A. "Contractor" means the person named above which has been awarded this Contract to provide legal representation as court-appointed counsel to be paid from the Court Fund.
- B. "Counsel" means each attorney providing services pursuant to this Contract.

Term of Contract

This Contract shall be effective on the date it is signed, and shall continue in effect until it is terminated by either party.

Contract Amount and Payment for Services

- A. Contractor shall be paid \$150.00 per hour for legal services rendered. Contractor shall bill on six (6) minute intervals (1/10th of an hour).
- B. The compensation paid to the Contractor under this Contract shall be in complete satisfaction of all hours worked, services rendered, and expenses incurred by Contractor for providing representation in all cases assigned during the term of this Contract.
- C. Contractor shall be reimbursed for mileage to and from court at the current government standard rate. Contractor will not be paid \$150.00 per hour for travel time. Contractor shall be paid \$150.00 per hour for actual legal services rendered for the case(s) in which they are currently appointed.
- D. Contractor shall not be reimbursed for any fees associated with the use of e-filing.
- E. Contractor shall be responsible for all applicable taxes, including any federal, state, and municipal taxes, assessed against Contractor arising from the services rendered under this Contract.

- F. Contractor shall submit a monthly invoice for services rendered within 30 days of services rendered and shall include such detailed information as may be required by the Court Administrator. All monthly billings **SHALL** be submitted no later than 30 days from the date of service.
- G. The Court Administrator understands that there may be expenses related to representation of a client such as discovery, court reporting fees and other related matters. Contractor understands that such expenses shall first be approved by the Court Administrator, which permission shall not be unreasonably withheld.

Scope of Representation

- A. Contractor agrees to accept representation of all persons entitled to court-appointed counsel.
- B. In all assigned cases, Contractor agrees to prepare and represent the client, and take such other action as may be required to protect the client's interests, including, when necessary, seeking extraordinary relief or interlocutory appeals on the client's behalf.

Duties of Counsel

Each attorney providing services pursuant to this Contract ("Counsel") shall meet the following requirements:

- A. Counsel shall provide competent, effective legal representation to all clients assigned pursuant to the terms of this Contract.
- B. Counsel shall comply with the qualifications and requirements as set forth in this contract.
- C. Counsel shall make initial contact with the client as soon as possible after appointment to a case.
- D. Counsel shall provide his/her contact information to the client at initial contact.
- E. Provide competent and timely representation of clients under this Contract, Counsel shall insure that the practice of law outside the cases assigned pursuant to this Contract do not interfere or create a conflict with representation of clients under this Contract.
- F. Counsel shall protect confidential information, attorney-client communications, and information protected as attorney work product.
- G. Counsel shall abide by the rules of the Courts in which Counsel appears and the guidelines of Choctaw Nation of Oklahoma Bar Association Ethics governing the conduct of attorneys.

Compensation Outside the Contract and Private Representation of Assigned Clients

- A. A Contractor shall not seek or receive any compensation from a client or any other person or entity in a case covered by this Contract while representing the client pursuant to this Contract.
- B. After Contractor is assigned a case under this Contract, Contractor shall not agree to provide private, compensated representation to the client in the assigned case unless (1) the client executes a written release and (2) Contractor has obtained an order allowing his/her withdrawal as court-appointed counsel from the case.
- C. Absent a release from the client, Contractor who is asked to provide private, compensated representation to a client in a case covered by this Contract shall seek leave to withdraw from the case, and shall advise the client that the client must seek representation from an attorney outside this Contract, and the manner in which such outside representation may impact the client's eligibility for continued representation by court-appointed counsel.

Conflicts of Interest

- A. If Contractor believes a conflict of interest may prevent the Contractor from representing a particular client, Contractor shall notify the District Court of the details of the conflict.

Limitation of Liability and Proof of Professional Liability Insurance

Contractor shall be liable for any damages resulting from, arising out of, or relating to the professional services provided pursuant to this Contract. Contractor shall indemnify, defend and hold harmless the Choctaw Nation of Oklahoma, the Courts of the Choctaw Nation, and the Administrative Office of the Courts, and their agents and employees, from any and all liability, loss, damage or expense including reasonable attorney's fees and investigative expenses they may incur which result from any claims against them, individually or severally for any acts or omissions by the Contractor, or any of the Contractor's officers, agents or employees in its performance of services pursuant to this Contract.

Before the effective date of this Contract and any renewal of this Contract, Contractor shall furnish the Court Administrator with written proof that the legal services to be provided under this Contract are covered by Professional Liability Insurance in the amount required by the Court Administrator. Contractor shall maintain such Professional Liability Insurance coverage at all times during the performance of the Contract.

Employment or Partnership not Intended or Created

In the performance of services pursuant to this Contract, it is mutually understood and agreed that the Contractor performing services under this Contract is at all times acting and performing as an independent contractor practicing his/her profession. The Contractor shall not be

considered an employee of the Choctaw Nation of Oklahoma or of the court system for any purpose, and accordingly shall not be eligible for rights or benefits accruing to Choctaw Nation employees, including but not limited to Workers' Compensation, medical or dental insurance, paid leave, or retirement benefits, or any other benefit provided now or in the future. The Court Administrator shall neither have nor exercise any control over the methods by which the Contractor, or any of Contractor's employees or agents, shall perform their work and functions. Nothing in this Contract is intended, or shall be deemed, to constitute a partnership or joint venture between Contractor and the Choctaw Nation of Oklahoma. The Contractor does not have the authority to incur financial liability on behalf of the Choctaw Nation District Court or the Court Fund or in any other manner obligate the District Court or the Court Fund of Choctaw Nation of Oklahoma.

Termination of Contract

- A. This Contract shall terminate on the death or disability of Contractor or, for cause, upon ten (10) days written notice to Contractor by the Court Administrator or the Judge.
- B. Cause for termination includes but is not limited to:
1. a violation of any term of this Contract by the Contractor,
 2. failure of the Contractor to abide by all reasonable orders of a court of competent jurisdiction,
 3. failure of the Contractor to provide zealous, effective assistance in representation of all clients,
 4. disbarment, suspension, or reprimand of the Contractor arising from any disciplinary proceeding (including failure to renew law license or obtain required **CLE**), or
 5. the occurrence of an event that would render Contractor incapable of performing under the Contract, such as becoming a salaried employee of the Choctaw Nation or election to public office.
- C. Additionally, either party can terminate this Contract without cause by providing thirty (30) days written notice to the other party.

Contracts Subject to Public Disclosure

Contractors claiming any portion of their contract as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The Choctaw Nation Court Administrator shall make the final decision as to whether the documentation or information is confidential.

Governing Law and Choice of Forum

The laws of the Choctaw Nation of Oklahoma shall govern this Contract. All disputes arising out of this Contract shall be brought in the appropriate court.

Contract as Entire Agreement

This Contract, including all attachments, constitutes the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this Contract, and this Contract shall supersede all previous or contemporaneous communications, representations, or agreements, either oral or written, between the parties.

Modification of Contract

No modification of this Contract is binding on either party unless the modification is in writing, approved by the Court Administrator, and signed by the parties.

Waiver & Enforcement

The failure of either party to enforce any provision of the Contract, or waiver by one party of a breach of any provision of this Contract by the other does not constitute a waiver of any other provision or a later breach of the same provision, and shall not operate or be construed as a continuing waiver. All remedies afforded by this Contract shall be taken and construed as cumulative and in addition to every other remedy provided by law.

Severability

The provisions of this Contract are severable. If any provision of this Contract, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Contract shall nevertheless remain in full force and effect.

Copies of Contract

This Contract may be executed in counterparts. Each counterpart will be considered an original and together they constitute one agreement.

Required Certifications

Each attorney providing services pursuant to the Contract shall be required to execute and agree to the terms and conditions herein.

By signing below, the undersigned Contractor makes the following certifications:

A. I certify that:

1. I am fully aware of the facts and circumstances surrounding the making of this Contract.

2. Neither myself nor anyone subject to my direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the Choctaw Nation of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this Contract herein.

B. I certify that no person who has been involved in any manner in the development of this Contract while employed by the Choctaw Nation of Oklahoma shall be employed to fulfill any of the services provided for under this Contract.

IN WITNESS WHEREOF the undersigned have executed this Contract:

Choctaw Nation Court Administrator

Date: _____

Contractor

Date: _____

Print Name: _____

CNBA Number: _____

Note: Attorneys providing legal services under this Contract shall sign the agreement.