



PRO BONO INDIANA, INC.
Independent Contractor Agreement
Eviction/Housing Stability Judicare Program

Attorney Name: _____ (hereafter “Contractor”)

Attorney Number: _____

Attorney Address: _____

Attorney Email: _____

Pro Bono Indiana, Inc. (hereafter “PBI”) provides civil legal aid services through professional staff and local volunteer attorneys, paralegals and law students across the state. Some services are supported by grant funding provided by the Indiana Housing and Community Development Authority (“IHCD”) whereby PBI may retain the services of “judicare” or “low bono” attorneys to serve as independent contractors to provide direct legal services to individual applicants going through a residential eviction.

1. **Services to be Provided:** Contractor will provide eviction-related legal services for residential eviction cases and clients screened and referred by PBI and its civil legal aid partners.
2. **Term of Service:**
 - a. Eviction cases: Contractor will provide legal services necessary to complete each assigned eviction case referred by PBI, up to 6.25 hours per eviction case referral. Contractor is not obligated to accept every case referred by PBI, whether due to conflict or any other reason. If Contractor is unable or unwilling to provide legal services for a particular case, Contractor will promptly return the entire case file to the PBI staff member with the reason for rejection.
 - b. Legal clinics: For each eviction-related legal clinic Contractor agrees to participate in, Contractor will provide legal and other services as appropriate to serve the goals of that clinic.
3. **Compensation:** PBI will compensate Contractor as follows:
 - a. Eviction cases: PBI will pay Contractor at an hourly rate of \$100.00 for eviction-related legal services and representation, up to a total compensation of \$625.00 per case.
 - b. Legal clinics: PBI will pay Contractor at an hourly rate of \$40.00 for eviction-related legal clinics hosted by PBI.
4. **Mileage and Expense Reimbursement.** PBI will reimburse Contractor for mileage incurred while providing representation for a case referred by PBI or participating in a legal clinic hosted by PBI. Other expenses incurred pursuant to such representation must be pre-approved by PBI to be eligible for reimbursement. Pre-approved expenses submitted for reimbursement (other than mileage) must be submitted using PBI’s Expense Reimbursement Form and accompanied by copies of receipts supporting the expenditures.
5. **Submitting Requests for Payment.** To receive compensation, Contractor must submit a report regarding services provided with the request for payment and expense reimbursement to PBI using forms or online portals provided by PBI.
6. **Service-Related Expenses and Taxes:** Contractor acknowledges that he/she/they are an independent contractor. Contractor is responsible for all of his/her/their own employment taxes and other related obligations resulting from this Agreement.

7. **Representations of Independent Contractor:** Contractor represents and warrants that he/she/they hold all licenses necessary to provide the described services. The Contractor also represents and warrants that he/she/they are eligible to work in the United States and are not subject to discipline by any licensing agency.
8. **Waiver of Employee Benefits:** With the exception of reimbursement for project-related expenses as described above, Contractor acknowledges that he/she/they are not eligible for any employee-related benefits provided to PBI employees.
9. **Insurance Coverage:** Contractor will be covered by PBI's business liability insurance and professional malpractice insurance when providing legal and other services under this Agreement.
10. **Confidentiality:** Because of the nature of the civil legal aid services provided by PBI and its member programs, Contractor agrees to maintain confidentiality in all matters during any service to PBI or its applicants and clients. Contractor further agrees to comply with the Indiana Rules of Professional Conduct and all relevant Court Rules when providing services under this Agreement.
11. **Termination of Agreement.** This Agreement shall automatically terminate when PBI is no longer eligible to receive funding from the IHCD to provide eviction-related legal services. Either PBI or Contractor may terminate this Agreement at any time by notifying the other party, in writing, of his/her/its intention to terminate. Upon termination, Contractor shall promptly surrender the case files for all open referrals to PBI, and PBI shall cease making referrals to Contractor.

Thank you for your willingness to assist PBI and its member program to help close the justice gap by joining in our efforts to provide civil legal services to low-income individuals.

This Agreement is effective as of the date this agreement is approved by PBI's Executive Director.

Pro Bono Indiana, Inc.

By: _____
Print: _____
Title: _____
Office: _____

Contractor

By: _____
Print: _____

Mail to: Pro Bono Indiana, Inc.
915 Main Street, Suite 208
Evansville, IN 47708

OR Email to: jeana.goebel@probonoindiana.org

Please provide a copy of your IRS Form W-2 along with the signed agreement.

Approved by PBI's Executive Director:

R. Scott Wylie

Date approved