



# Hot Tips for LNC Subcontracting

## For the Subcontractor

An LNC responds to your inquiry or approaches you about LNC subcontracting. Here's what you should clarify.

- What are the cases about?
- How should you deliver the work product?
- Will you receive a retainer from the LNC?
- What type of guidance will you get?
- Does the LNC have a sample work product you can look at?
- When does the work need to be completed?
- How much work is likely to come?
- If you need more records for a case, may you contact the law firm or does the LNC firm handle all communication?
- Will you get feedback on what you prepared?
- How should you deliver the work product?
- How much will you get paid for working on the case?
- When will you get paid?

**Notes:**

# **Case Assignment Sheet for Use by Subcontractor**

**Use these questions when you are approached about subcontracting on a specific case**

**Case name: (Name of patient)**

What kind of case is this?

- Personal injury
- Criminal
- Medical malpractice
- Nursing home malpractice
- Other

Who is the defendant and who is the attorney representing?

When did the injury (which is the subject of litigation) take place?

What are the attorney's concerns about the case i.e. what does he/she want from me?

**What do you want me to complete?**

\_\_\_Chronology

\_\_\_Timeline

\_\_\_Medical malpractice analysis letter (Does attorney want to know strengths and weaknesses?)

Does attorney want to know anticipated defenses (if the attorney is a plaintiff attorney?)

\_\_\_Medical summary

\_\_\_Medical literature

\_\_Other:

Due date:

Any caps on the number of hours?

May I contact the attorney directly if I have questions? If so, how?

Notes:

# **For LNCs Who are Hiring Subcontractors**

## **Clauses to include in your written agreement with the subcontractor**

- Hourly rate for the subcontractor (usually 33-50% of your billable rate)
- When you will pay the person
- What happens if you cannot collect all the funds owed to you (I recommend paying the subcontractor a prorated portion.)
- That you will edit the work product, which belongs to you and will have your branding on it. The subcontractor's name (unless this person is an expert witness) is not going to appear on the final product.
- That the work product must be of a quality that meets industry standards
- That if the subcontractor offers a quality guarantee, and you are not happy, you won't pay
- The subcontractor carries a medical malpractice insurance policy that specifies it is for medical legal work