



Lawyer Referral Service Membership Application

BEFORE COMPLETING THIS APPLICATION, please read the Lawyer Referral Service (LRS) Rules & Procedures to make sure you can comply with the rules related to maintaining an office, liability insurance, and competency and that you are able to comply with the reporting and remittance procedures.

ATTORNEY INFORMATION

- 1. Name: _____
- 2. Attorney ID Number: _____
- 3. Phone: _____
- 4. Firm Name: _____
- 5. Office Address: _____

- 6. Email Address: _____
- 7. In what other state(s) are you licensed to practice law? _____

- 8. I, or someone willing in my office, am fluent enough in the following languages to communicate with clients: _____

- 9. Do you have office hours other than 8:30 AM- 5:00 PM? If so, please list: _____

- 10. List other location(s) in Lancaster where you maintain an office and can see LRS clients:



Lawyer Referral Service For LRS Coordinator

LRS INFORMATION

1. Contact(s) for Referrals (Name): _____
2. Contact(s) for Referrals (Email): _____
3. Contact(s) for Client Update Reports (Name): _____
4. Contact(s) for Client Update Reports (Email): _____
5. Phone Number to give LRS Clients: _____
6. Do you permit your legal assistants or paralegals to schedule appointments with clients?
 Yes No
7. I am willing to visit clients at their homes, hospitals, assisted living facilities?
 Yes No
8. Are you able to offer phone consultations if the client requests it?
 Yes No
9. Miscellaneous notes for LRS Coordinator: _____



Lawyer Referral Service Panels

I have experience in and consider myself qualified to accept referrals in the following areas of law:
(\$150.00 Membership Fee includes three panels, and all additional panels are \$10.00/each)

Please check each panel that you would like to be added to:

ADMINISTRATIVE

- Environmental Law
- Education Law
- Immigration
- Social Security/Disability
- Veteran's Benefits
- Worker's Compensation

BUSINESS

- Business Law
- Contract Law
- Securities & Exchange Comm.
- Tax Law

CIVIL RIGHTS

- Civil Rights
- LGBTQ+ Rights
- Police Misconduct
- Prisoner's Rights

CONSUMER RELATED

- Bankruptcy
- Collections – Creditor
- Collections – Debtor
- Identity Theft/Financial Fraud
- Mortgage Foreclosure

CRIMINAL

- DUI
- Expungements/Pardons
- Juvenile Law
- Misdemeanor/Felony
- Vehicle Code/Traffic Cases
- Welfare Fraud

ELDER LAW

- Elder Law

EMPLOYMENT/LABOR

- Contracts/Noncompete/Severance
- Employment Discrimination
- FMLA Claims
- FSLA Claims
- Labor Law/Employees/Union
- Professional Licensing Issues
- Retirement/Social Security/Pension
- Wrongful Discharge
- Unemployment

ESTATES

- Estate Planning/Probates/Wills

Panels Continued...

FAMILY

- Adoption
- Children & Youth Services
- Custody
- Divorces/Annulments/Prenup
- Grandparent's Rights
- Legal Guardianship
- Name Change
- PFA's
- Support/Paternity

INTELLECTUAL PROPERTY

- Computer Litigation
- Internet Law
- Patent Law
- Copyright/Trademark Law

LIABILITY

- Asbestos/Mesothelioma
- Auto Accident – Defendant
- Auto Accident – Plaintiff
- Dental Malpractice
- General Civil Litigation
- Legal Malpractice
- Personal Injury
- Libel/Slander
- Medical Malpractice
- Products Liability
- Property Damage
- Psychiatric Malpractice
- Public Transportation Personal

MENTAL HEALTH

- Mental Health

MUNICIPAL & ZONING

- Municipal & Zoning

REAL ESTATE

- Condominium Co-Op
- Landlord/Tenant – Commercial
- Landlord/Tenant – Landlord
- Landlord/Tenant – Tenant
- Real Estate



Lawyer Referral Service Membership Agreement

1. I hereby certify that the information contained in my application for the Lancaster Bar Association's Lawyer Referral Service (LRS) is correct and true to the best of my knowledge. If any of the information is found to be inaccurate or misleading, I understand that I can be removed from the Lawyer Referral Service. I agree to notify the LRS Coordinator if any of my information changes while being a member of the service.
2. I agree to abide by the rules set forth in the LRS Rules & Procedures and acknowledge that failure to adhere to these rules may result in removal from the LRS.
3. I certify that I carry professional liability insurance in the amount of at least \$100,000 per occurrence/\$300,000 aggregate per year and will provide a certificate of such insurance to the LRS. I will submit a renewal verification form to the LRS within 30 days of the expiration of the policy and a copy of the policy's cover page. I agree to notify the LRS Coordinator in writing of any lapse, termination, or material change in professional liability coverage. (Please attach proof of insurance liability to your LRS application).
4. I understand that to participate in the LRS I must be a member in good standing of the Lancaster Bar Association and that the annual fee to participate in the LRS is \$150.00. This fee allows the choice of any three separate panels on the LRS application. Participation on additional panels costs an additional \$10 per panel. These additional panels may be added at any point throughout the year. The enrollment period extends from January 1 through December 31. Registration is accepted at any time and fees will be pro-rated by the month of enrollment. I understand that failing to pay annual membership dues to the LBA will result in removal of my name from the LRS.
5. I understand and agree to remit to the LRS ten percent (10%) of fees earned of \$500.00 or more on any case referred by the LRS.
6. Example: An initial fee of \$500.00 is collected on a case. The attorney remits \$50.00 to the LRS. ($\$500.00 \times 10\% = \50.00)
7. I shall not raise the fees charged to a client I receive through the LRS to cover the cost or expenses of my membership of the LRS.
8. I certify that I am competent to handle legal matters relating to each of the panels I have chosen on my application and agree to immediately decline any matter which I am not able to address in a timely, competent and professional manner.
9. I certify that I have not been suspended from the practice of law nor have I violated the Pennsylvania Code of Professional Responsibility during the past year. If I am suspended for any reason or am found to have violated the Code, I will immediately notify the LRS

- 10. Release from Liability: I understand that the information included in my LRS Application may be provided to the clients and I give my consent to do so. I will not seek to hold the Lancaster Bar Association or any LBA employee or committee member liable in connection with the release of this information by the LRS.
- 11. I agree to indemnify and save harmless the Lancaster Bar Association and LRS for any and all liability, damages, and/or expenses including attorney fees incurred by it as a result of any claim, demand, cost, or judgment arising out of my representation of any client referred to me pursuant to this agreement.

Name _____

Date _____



Lawyer Referral Service 2024 Rules & Procedures

1. PURPOSE – The purpose of the Lawyer Referral Service is to refer members of the public (both individuals and businesses) in need of legal services to a qualified attorney who is able and willing to render the services required.

2. OBJECTIVES

- a. Provide a benefit to the members of the LBA in the form of a system for client referrals.
- b. Benefit the public by providing coordinated lawyer referrals.
- c. Educate the public on the need for and benefit of qualified legal representation.

3. THE COMMITTEE – The LRS committee is charged with:

- a. Advising the Lancaster Bar Association (LBA) on policies, rules, and procedures for the operation of the Lawyer Referral Service.
- b. Oversight of the LBA’s Lawyer Referral Service

4. REQUIREMENTS OF THE PARTICIPANT PANEL MEMBER

- a. To qualify for membership of the LRS, the attorney must:
 - i. Be actively engaged in the practice of law and be a member in good standing of the Lancaster Bar Association; and
 - ii. Carry, and continue to carry, professional liability insurance in the amount of at least \$100,000 per occurrence/\$300,000 aggregate per year and provide a certificate of such insurance to the LBA.
 - iii. Maintain an office in Lancaster County or be willing to meet with the client at the LBA or other convenient location for an initial **in-person** 30-minute consultation. If the client lives outside the area or under special circumstances, the initial consultation may be by telephone.
- b. The attorney will conduct themselves in a professional manner with the referral client in compliance with the Pennsylvania Rules of Professional Conduct.
- c. Each prospective LRS member will complete the LRS Membership Application, abide by the rules in said application, and provide modified information as it becomes available.
- d. The prospective LRS member shall pay the annual fee of \$150.00 for participation and will not select more than 3 panels on the application in which they choose to receive referrals.
 - i. The applicant may choose more panels for an additional fee of \$10/panel.

- e. The LRS Committee can at any time request additional information from the LRS applicant/member to determine acceptance into the LRS or continued membership of the LRS.

5. REMITTANCE FEES

- a. The attorney will use a written fee agreement with each client outlining the nature and extent of the representation of the attorney and setting forth, in detail, the fee charged or the method of determining fees to be charged to the client for their representation.
- b. Any Fee Agreement dealing with a client shall include the following provision: "I, the undersigned client, do hereby acknowledge that I have been referred to this attorney through the Lancaster Bar Association's Lawyer Referral Service ("LRS"). In order to assure proper compliance with the Rules and Regulations of the LRS, I hereby authorize the attorney referenced herein to release information to the LRS regarding the fees charged and paid by me."
- c. If the attorney does not want to meet or be retained by the LRS client or determines that he/she does not have the time or possess the expertise to effectively represent or counsel the client in a timely and effective manner, the attorney must refer the client back to the LRS.
- d. Referral clients are for LRS participating attorneys only. They may not be referenced to other attorneys in your firm unless they are also an LRS participating attorney. If you are unable to represent a referral client, you must send the client back to the LRS coordinator for referral to another participating attorney.
- e. Each member will:
 - i. Allow any dispute concerning fees that arises from a referral to be brought to the attention and handled by the LBA Fee Arbitration Committee.
 - ii. Abide by all rules/procedures of the LRS and will not hold the Lancaster Bar Association or any employee or committee member responsible for any kind of liability in the operation of the LRS or release of information from their application to the public.
 - iii. Verify with the LRS that they have not been suspended from practicing law and have not been found to be in violation of the Pennsylvania Code of Professional Responsibility during the past year.

6. DISQUALIFICATION AND/OR DENIAL OF MEMBERSHIP

- a. An attorney will be removed from the participation in the LRS or denied participation therein should any of the following occur:
 - i. The suspension or disbarment of the attorney through the disciplinary proceedings conducted through the Disciplinary Board of the Pennsylvania Supreme Court;
 - ii. Any requirement imposed by the Disciplinary Board of the Pennsylvania Supreme Court that a practice monitor supervises the attorney's practice;
 - iii. The attorney's resignation or retirement from the practice of law;
 - iv. The voluntary or involuntary commitment of the attorney for mental illness;

- v. The incarceration or sentencing of any attorney to a period of incarceration in excess of thirty (30) days;
 - vi. The failure of the attorney to maintain professional liability insurance and to provide proof of same as required by the LRS Rules & Procedures;
 - vii. The failure of the attorney to maintain participating membership in the Lancaster Bar Association; and/or
 - viii. The failure of the participating attorney to pay the annual membership fee of \$150.00 (plus additional \$10/panel after the selection of three panels) **OR** pro-rated fee if joining after the initial enrollment period.
- b. An LRS participant may be denied panel participation for good cause determined by the LRS Committee or the LBA Board of Directors. Good cause shall include, but not be limited to, the following:
- i. The failure to submit required Client Update Reports and fees within thirty (30) days to the LRS;
 - ii. Signing or submitting any application or other certification or report to the LRS which shall be found to be untrue in any material respect;
 - iii. Failure to use a written fee agreement with any client referred to them by the LRS with the required language;
 - iv. Failure to provide the financial information requested by the LRS;
 - v. Failure to respond to or cooperate in the resolution of a client's complaint
 - vi. Failure to provide timely legal services in a competent and professional manner; and/or
 - vii. Engaging in personal or professional conduct reasonably judged by the LRS to adversely affect or adversely reflect on the LRS or the Lancaster Bar Association.
- c. The procedure for disqualification, removal, or denial of participation upon consideration shall be as follows:
- i. Upon receipt of a complaint by the LRS that the attorney has committed an act or actions, or has engaged in behavior that would justify removal, suspension or denial of membership, the LRS will forward such information to the LRS Committee for review;
 - ii. The LRS Committee will discuss within (20) twenty days of the receipt of notification from the LRS to review the complaint;
 - iii. The LRS Committee will, following review, determine whether there is a sufficient basis for removal disqualification or suspension of the attorney from the LRS;
 - iv. In the event the LRS Committee determines that a prima facie cause exists to suspend, remove, or deny participation to the attorney, written notice will be given to the attorney within (10) days of the date of determination.
 - v. Such written notice will include a description of the nature and extent of the conduct complained of, including copies of any materials considered by the LRS Committee in reaching its determination and its remedy.

- vi. The attorney will have ten (10) days from the date of the written notice received from the LRS Committee to file a formal response to the allegations. The statement will be in writing, directed to the LRS Committee and may include any documentary evidence in support of the attorney's position;
- vii. The LRS Committee will discuss within twenty (20) days of receipt of such response and, upon review of the information submitted by the participating attorney, decide if the appeal is well founded. Written notice of the Committee's determination to hear an appeal will be submitted to the attorney within ten (10) days of its meeting;
- viii. The LRS Committee may suspend, remove or deny membership to any attorney for a period up to one (1) year at the discretion of the LRS Committee. At the expiration of any period of suspension or removal imposed by the LRS Committee, the attorney may reapply for membership in the LRS;
- ix. In the event complaints are received and the LRS Committee determines that a prima facie case exists to suspend, remove, or deny participation, the LRS Committee will immediately withhold referral to the attorney pending preliminary review and determination by the LRS Committee.

7. OPERATION OF THE PANEL

- a. A client will pay a \$50 administrative fee to the LRS before the referral is made. The attorney will provide an initial **in-person** 30-minute consultation at no charge to the client and will inform the client of fees associated with consultations beyond the ½ hour.
- b. No referrals shall be made or denied on the basis of race color, creed ethnicity, national origin, religion, sex (gender), sexual orientation, gender identity or expression, genetic information, mental or physical disability familial status, veteran status, or age.
- c. The LRS coordinator will collect the administrative fee and will contact the attorney's office by email with the LRS intake form (includes client's name, address, phone number, and brief description of legal matter) attached for review by the attorney.
- d. When relevant, the LRS coordinator will gather any opposing party information from the client so that the attorney's office can screen for any conflict of interest. The attorney, at the attorney's discretion, can decide whether to accept the referral. If the choice is not to accept the referral, the attorney's name will be placed at the end of the rotation for that particular area of the law.
- e. The attorney or support staff will have one business day to respond with either acceptance or denial of the referral. If the LRS coordinator does not hear back within one business day, the referral will be sent to the next attorney on the list.
- f. When the client lives outside the area or under special circumstances, the initial consultation may be by telephone.

- g. All referrals are made on a rotating basis determined by the nature of the client's legal problem, geographic preference and scheduling availability.
- h. The LRS will conduct regular client surveys to monitor and improve the effectiveness of the LRS program.
- i. The daily administrative operation and personnel management of the LRS will be under the direction of the LRS Coordinator and the Executive Director of the Lancaster Bar Association.

8. FEE for MEMBERSHIP

- a. Each member will pay the LRS annual membership fee of \$150.00 for the selection of three panels and \$10 each per additional panel.
- b. In addition, each participating attorney shall remit to the LRS 10% of fees earned on matters that generate fees of \$500.00 or more.
 - i. **Example:** An initial fee of \$500.00 is collected on a case. The attorney remits \$50.00 to the LRS. ($\$500.00 \times 10\% = \50.00)
- c. Panel attorneys shall be responsible for remitting percentage fees for as long as the client matter remains open. If the attorney decides not to continue their participation as a member of the LRS, they shall still be required to remit percentage fees for a client referred to them through the LRS, until the client matter is closed or for three years from the date the attorney is retained, or whichever comes first.
- d. The attorney will receive a monthly **Client Update Report** each month. The attorney will complete and return the **Client Update Report** within 30 days after receipt. Failure to complete and return such report with appropriate remittance fee may result in suspension from the LRS.

9. RECORDS

- a. The LRS Coordinator will keep confidential records of LRS applications, membership agreements, and client update reports for each participating LRS attorney.