

# **LAWYER REFERRAL AND INFORMATION SERVICE**

## **Application and Agreement**

The Lake County Bar Association (LCBA) has established its Lawyer Referral and Information Service ("LRIS") to assist persons willing and able to pay usual and customary attorney fees by referral to participants in LRIS. LRIS will help an inquirer determine if the problem is legal by screening and referring non-legal matters to governmental or consumer agencies if appropriate. Inquiries from those who appear unable to pay reasonable fees will be referred to The Legal Aid Society, public defenders or other pro bono legal agencies. Persons identified as needing legal representation with ability to pay an attorney will be referred by LRIS to a participating attorney believed to possess the necessary legal expertise. LRIS participation is open to all licensed attorneys having an office in Lake County, Ohio or any contiguous county.

### **PART I - PARTICIPATION APPLICATION**

The undersigned attorney ("Attorney") hereby (1) applies for participation in the LRIS; (2) acknowledges acceptance of the terms and conditions of the LRIS Agreement; (3) provides the requested LRIS information; and (4) applies for client referrals in the areas of practice and under the requirements of Part IV.

Attorney will be notified of acceptance of Attorney's LRIS participation, which shall continue until terminated pursuant to this Agreement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attorney Signature

\_\_\_\_\_  
Printed Name

### **PART II - LRIS PARTICIPATION AGREEMENT**

As a condition to LRIS participation, Attorney agrees to each of the following terms and the accuracy of all representations contained therein.

1. Attorney is a member in good standing in the State of Ohio and the Lake County Bar Associations.
2. Attorney maintains an office in Lake County, Ohio or a contiguous county.
3. Attorney shall at all times maintain legal malpractice insurance with liability limits of not less than \$200,000 per occurrence and \$300,000 in the aggregate by an insurer qualified to do business in the State of Ohio. Attorney shall submit a copy of the current declaration page for the attorney-member's policy, to LCBA upon its request; at the expiration of the current policy coverage; and annually with the application for participation in LRIS.
4. An initial consultation of any LRIS-referred person is without charge. Such consultation is limited to identifying the person's perceived legal needs and advice.
5. Attorney will not charge an LRIS-referred client (hereafter "Client") fees and/or expenses in amounts greater than would have been charged if no LRIS referral has been made. Whenever possible, Attorney and Client will enter into a written fee agreement.

- 2 -

6. Attorney will not transfer responsibility for an LRIS-referred person to another attorney and will refer back to LRIS any LRIS referred person Attorney does not accept as a Client.
7. Attorney will promptly respond to all LCBA inquiries, written or oral, relating to LRIS referrals to the extent not protected

by attorney-client privilege.

8. Any fee dispute shall initially be submitted to LCBA fee dispute arbitration.

9. The Attorney shall notify LCBA promptly, in writing, if the Attorney is not in full compliance with any term of this Agreement, is notified of a probable cause determination in a grievance proceeding against the Attorney, is named in a criminal indictment, information, or complaint that charges a crime involving moral turpitude or dishonesty, or if any information in the Attorney's application to LRIS is not complete and accurate in any respect. Under any of these circumstances, the Attorney's LRIS participation is suspended.

Attorney authorizes LCBA access to Attorney's disciplinary files and waives any confidentiality requirements necessary to implement suspension of Attorney pursuant to this Agreement. Attorney voluntarily waives the right to privacy under Governing Bar Rule V, Section 11(E) to the limited extent necessary to permit LCBA to be informed of any disciplinary investigation involving Attorney.

10. The annual LRIS participation fee is \$120.00 (or such greater amounts as LCBA may require by amendment of LRIS) for the first three categories and \$50 for each additional category. LRIS participation fees shall be paid annually on or before March 1. Attorney's LRIS payments shall not be refundable or tolled for Attorney's suspension from LRIS.

11. Attorney is qualified to competently handle matters in the areas selected in Part IV hereof and in such other areas as may hereafter be selected by Attorney in accordance with Canon 6 and DR 6-101 of the Code of Professional Responsibility. Attorney will associate with another attorney as co-counsel (with the consent of Client) or seek assistance from a LCBA mentor when necessary or prudent in order to competently handle a Client matter.

12. LCBA will periodically contact persons referred by LRIS to Attorney to survey satisfaction with LRIS and Attorney's participation and representation.

13. Attorney will comply with such additional rules and procedures as the LCBA may require.

14. Attorney will promptly notify LCBA in writing if Attorney is not in full compliance with all requirements of this Agreement, is notified of filing of a disciplinary proceeding against Attorney, or in the event of any inaccuracy supplied in Parts III and IV of the Application.

15. Attorney shall be subject to suspension or termination of LRIS participation in the event of material noncompliance with the requirements of this Agreement including, without limitation, failure to timely pay required LRIS participation fees.

In consideration of the foregoing commitments by Attorney and upon LRIS-approved participation, LCBA will cause the LRIS to:

On a non-preferential basis with other attorneys in the field(s) of practice for which Attorney is approved for LRIS representation endeavor to refer a prospective client appearing to have a legal problem in Attorney's field(s) of practice by furnishing Attorney's name, address and telephone number to such prospective client. Any referral may take into account office location and non-English language preferences requested by prospective clients.

- 3 -

### **PART III – APPLICANT ATTORNEY INFORMATION**

---

Applicant Attorney Name: Mr./Ms.

---

(Firm Name)

---

(BusinessPhone Number/FAX)

---

(Street Address)

---

(City/State/Zip/Country)

E-Mail Address: \_\_\_\_\_

Admitted to practice before other Courts (Court/Year): \_\_\_\_\_

Admission to Bar in other State(s)/year:): \_\_\_\_\_

Ohio Supreme Court Registration Number: Expiration Date: \_\_\_\_\_

Are you aware of any unresolved discipline complaints filed against you? If so, explain and identify investigating agency:  
\_\_\_\_\_

Have you ever been the subject of professional discipline in any jurisdiction? If so, explain:  
\_\_\_\_\_

Name of your Professional Liability Insurer: \_\_\_\_\_

Policy Limits: \_\_\_\_\_

Expiration Date of Policy: \_ \_\_\_\_\_

Are you proficient in any language(s)? If so, please list and place a check after each if you are able to speak, and/or read, and/or translate.

LANGUAGE \_\_\_\_\_ SPEAK \_\_\_\_\_ READ \_\_\_\_\_ TRANSLATE \_\_\_\_\_

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

**PART IV – AREAS IN WHICH YOU WILL ACCEPT REFERRALS:**

	Administrative Law		Elder Law		Miscellaneous Torts
	Adoption Law		Employment Law		Patent/Trademark/Copyright
	Bankruptcy		Estate Planning & Trusts		Personal Injury
	Business Law		Federal Law		Probate
	Child Support		Foreclosures		Product Liability
	Civil Litigation		Immigration Law		Professional Malpractice
	Civil Rights		Insurance Law		Real Estate
	Commercial Litigation		Internet Law		Social Security
	Construction Law		Juvenile		Sports/Entertainment
	Consumer Complaints		Labor Law		Tax Law
	Corporation/Partnership		Landlord/Tenant Law		Veterans Rights
	Criminal Law		Litigation Defense		Wills & POA
	Debt Collection		Mediation		Workers' Compensation

	<b>Domestic/Family Law</b>		<b>Medicaid/Medicare</b>		<b>Wrongful Death</b>
	<b>DUI</b>		<b>Medical/Dental Malpractice</b>		<b>Zoning Law</b>