



**ORANGE COUNTY BAR ASSOCIATION
LAWYER REFFERRAL AND INFORMATION SERVICE**

PANEL MEMBER AGREEMENT

Reporting and Fee-sharing:

- Member agrees to remit required fee-sharing to the Service equal to 15% of each fee received from any referred matter and any other matter which involves the same client and is undertaken within three years of the date of the referral or initial retention, whichever is later, unless otherwise provided by law or the by-laws of the Service; provided, however, that if a referral is for general representation (such as general corporate work) rather than a specific matter, the aforesaid obligation for fee-sharing shall apply only to fees earned for the services performed within the first year after the referral.
- Member agrees to report to the Service, in forms to be furnished by the Service, the disposition or status of referred matters within ten (10) days of the date of the request and fees received for service in connection therewith.
- Member agrees to remit required fee-sharing within ten (10) days after receipt of payment of each such fee from the referred client.
- Member agrees to report all fees received, the date fees were paid, and submit the final client billing or settlement statement and submit payment in order for the Service to close and process a final status on a referred case.

Accepting Referrals:

- Member agrees to grant a free initial consultation of up to thirty minutes to any client referred to him/her by the Service unless otherwise provided by law.
- Any charge for legal services beyond the initial consultation will reflect a reasonable attorney's fee, in keeping with the goal of increased access and service to the public. Panel members are not obligated to accept employment beyond the initial consultation.
- Member agrees to notify the Service of unavailability in writing. Referrals to a panel member will be suspended for the duration of the attorney's vacation, illness or other non-availability.
- **A member shall not refer a matter referred by the Service to another lawyer.** If he/she is not able to assist that client the member will refer the client back to the Service to receive another referral. However, a member may permit a law firm associate, partner, or professional association member to conduct the necessary legal services under such member's guidance if the assisting lawyer is also a member of the Service and on the same area of practice list. If a panel member refers the client to another attorney, the panel member will continue to be responsible for the quality of the services performed, for all reports to the Service and for the 15% remittance on the entire attorney's fees realized in the case. The panel member is responsible for informing associated counsel of this provision and for protecting the interest of the OCBA in all attorney's fees.



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- If a member leaves a firm and leaves the referred case with the firm after his/her departure, he/she will be responsible for ensuring that the status of all cases is reported to the Service and any fees due to the Service are remitted in a timely manner. Former panel members will continue to receive the Case Summary Questionnaire, and it will be their responsibility to contact their former firm to ask them to report the status of the cases to the Service and remit and fees due.
- Member agrees to arbitrate fee disputes before the Fee Arbitration Program of The Florida Bar if the fee disputes arising between the Service and its members cannot be resolved through intervention by the Executive Director of the OCBA or the LRIS Committee. The Service may require members to open for inspection any financial or accounting records and the legal files regarding referral clients. The audit may include, but is not limited to, chart of accounts, general account records, court filing records, calendars, appointment records, time sheets, docket sheets, engagement letters, fee agreements, and contracts with LRIS clients.
- Member agrees to specifically abide by The Florida Bar Rules of Professional Conduct.
- Member agrees to maintain professional liability insurance in the minimum amount of \$100,000.00, to furnish a copy of the insurance policy or a certificate of insurance to the Service upon request, and to hold the Orange County Bar Association harmless from any claim made against it by a referred client on account of the member's alleged negligence or mistake.

The Service may survey all or a portion of the LRIS-referred clients to determine their satisfaction with the LRIS and with the services provided by panel members. Survey results may be shared with panel members, and reports may be compiled from survey results for use by the OCBA.

Failure to abide by these rules may result in suspension or removal from the LRIS. Please review the bylaws for additional information.

Removal, suspension, or withdrawal from the Service does not relieve a panel member of his/her obligations to report on and remit funds for pending LRIS cases, nor will any portion of the panel member's registration fees be refunded.

____ I certify I have read and agree to the above mentioned rules and procedures for the OCBA LRIS panel members.

Date _____ Signature _____