

**CONDITIONS AND OBLIGATIONS FOR PARTICIPATION IN THE
REDUCED FEE PANEL PROGRAM OF NEVADA LEGAL SERVICES, INC.**

A. ESTABLISHMENT OF PANEL

Members of the private bar or other professional pro bono volunteers who elect to participate in the paid referral program are under no obligation to accept any paid referral but do agree to consider acceptance of all such referrals when contacted by Nevada Legal Services (NLS). Panel members who decline to accept a case when contacted, or after an initial conference with the client, will not be penalized in future referrals. However, repeated refusal or inability to accept paid referrals may result in the attorney or professional's name being removed from the paid referral list. A list of attorneys and professionals who have agreed to participate ("panel members") will be maintained, and cases will be referred on an as needed basis. Panel members will also not receive CLE credit for cases reimbursed under this program.

Not every case referred for pro bono placement will be offered pursuant to the paid referral program. Only those referrals specifically designated as offered pursuant to this program will be approved for payment. Panel members are expected to also accept pro bono referrals from NLS to remain in the program and continue to be offered paid referrals. Priority in all referrals will be given to those members who regularly take pro bono referrals in addition to paid referrals from NLS.

Every professional seeking payment for services rendered shall sign an agreement on behalf of themselves and their paraprofessional staff.

B. FEES

The Federal regulations governing NLS and the reduced fee panel program require that referrals to professionals and the private bar be made on a "reduced fee" basis. This fee can be no more than one-half of the "going rate" for services rendered.

45 C.F.R. 1642.4(b) requires that participating panel members who are paid to represent clients pursuant to this program may not seek fees in those cases from another source. However, sanctions imposed by courts or administrative agencies on adverse parties for behavior that violates court or agency rules may be accepted by panel members because they are considered to be penalties rather than fees [45 C.F.R. §1642.2(b)(3)]. Finally, this restriction does not apply to the reimbursement of costs and expenses made by the opposing party or the client [45 C.F.R. §1642.2(b)(4)].

Under no circumstances shall a participating panel member bill a referred client for professional services provided pursuant to a case referred under the paid referral program. The panel member agrees to accept the compensation outlined below as full payment for the time and all incidental expenses of providing services to the client including, but not limited to, secretarial time, telephone charges, copying charges, local travel, postage, courier fees, and supplies.

Panel members that utilize paraprofessional staff to assist with cases and client representation may also bill for the time of the paraprofessional at 50% of the reduced fee NLS provides to the panel member.

This contract is on the condition that if payments exceed \$60,000 in a year, the professional, attorney or law firm will engage in a subgrant agreement that will need LSC's approval. 45 C.F.R. §1627.2(b)(1). This contract is also conditioned upon the regulation that fees received under this contract must be less than 50% of the professional, attorney or firm's projected annual professional income. If, at any time, the compensation received under this program appears like to exceed 50% of the projected annual professional income of the undersigned panel member, the panel member must notify NLS immediately. Failure to do so will be considered default of this agreement and result in immediate cancellation of this agreement.

Pursuant to 45 C.F.R. 1610.7, fees or other funds received by a panel member from NLS may not be expended for any activity prohibited by the Legal Services Corporation Act, 42 U.S.C. §2996 et seq. or by Public Law 104-134, 110 Stat. 1321 (1996), copies of which may be obtained from any NLS office.

Panel members electing to participate agree to handle referred cases at the fees and/or rates set out below. Federal regulations require each panel member to keep time records on every case referred. No fee will be paid where the panel member decides not to accept the case, either before or immediately after initial consultation with the client.

1. Amount of Fees

NLS will pay \$150 per hour for the services rendered. NLS will pay paraprofessionals \$75 per hour.

2. Filing Fees and Other Litigation Costs

The responsibility for filing fees and other litigation costs rests with the client, and NLS will so inform the client prior to the referral. However, panel members are required to have such fees and costs waived through a Statement of Legal Aid Representation, Affidavit to Proceed in Forma Pauperis, or other fee waiver whenever possible. The panel member assumes all such fees and costs that would have been waived had the panel member sought to do so.

NLS may reimburse panel members for fees and other expenses advanced to the client for litigation that cannot be waived, but the panel member must obtain a prior written commitment from the NLS Directing Attorney. A commitment should be sought, and can only be given, after the panel member determines that the client is unable to pay such costs.

Panel members that utilize consultants, expert witnesses or other outside professionals in the court of their assistance to the client may also invoice NLS to compensate for those costs. Prior approval is also required.

To obtain prior approval, the panel member must:

1. Attempt to collect the fee or costs from the client and certify to NLS at the time of billing that the client is unable to pay such fees and/or costs;
2. Attempt to have such fees and/or costs taxed against the opposing party and certify to NLS at the time of billing that the fees and/or costs cannot reasonably be collected from the opposing party; and
3. Certify to NLS at the time of billing that the fees and/or costs cannot be waived by a court or agency or a waiver request was made but denied.

If NLS reimburses filing fees or other costs and they are later collected by the panel member, the panel member agrees to reimburse NLS.

3. Travel Expenses

Travel costs for appearing in court or visiting with clients outside of the county in which the undersigned panel member works, and not including the incidental costs for travel that are covered by the reduced fee payment, may be reimbursed. The panel member must use the most reasonable and cost effective means of travel.

If driving a personal vehicle is the most reasonable and cost effective means of travel, the panel member may invoice NLS for mileage at the federal mileage rate per mile for travel outside of the county where the panel member's office is located. If the panel member maintains offices in more than one county, mileage will be reimbursed only if the panel member does not have an office in the county traveled to, and mileage must be computed based upon distance from the panel member's closest office.

4. Disallowed Costs

The panel member must keep in mind that NLS is a non-profit legal aid organization providing assistance to low income Nevadans statewide. The panel member may at no time charge the following costs to NLS, and NLS will at no time provide payment for the following costs: time spent in communication with NLS staff regarding the case or reduced fee program, responding to status update requests from NLS, requesting support from NLS, preparation of any forms NLS requires for monitoring or oversight of the case or this agreement; excessive or duplicative entries by and between the panel member, other members, and/or paraprofessional staff; and any charges deemed incidental by NLS. Inclusion of any of these costs in invoices will be disallowed and the total amount reimbursed reduced by the amount of any disallowed costs.

Repeated attempts to bill these costs to NLS will result in cancellation of this agreement and removal from the reduced fee panel.

C. CASE REFERRALS AND PAYMENT OF FEES

NLS will conduct an initial intake interview to determine the client's eligibility and the basic facts concerning the client's legal problem. NLS will then contact the panel member about the case, and if the panel member agrees to accept the referral, NLS will instruct the client to contact the panel member to schedule an appointment.

1. Expectations for Referrals

a. INITIAL CONFERENCE

Panel members will be paid a \$150 per hour consultation fee for initial client conferences of no more than 2 hours duration to give the panel member a chance to evaluate the merits of the case and attempt to resolve the case with advice or limited action. If no further action is required, or if the client decides not to proceed with the case during or immediately following the consultation, the panel member must promptly notify NLS of the case closing and submit an invoice for payment. To be approved for case closing and payment, the panel member must provide NLS with enough information about the advice given or the limited action undertaken so that we may close the case in accordance with the federal regulations governing our program. The panel member must submit the CLOSING MEMO form provided, if this information is not contained in another document, and provide a detailed description of the advice given or any actions undertaken. Failure to document the advice provide to the client in sufficient detail will result in any costs charged for the advice provided being disallowed.

NLS will instruct the client to contact the panel member after the referral is accepted within 14 days. If, after the 14 days, and in no event after more than 30 days, the client fails to keep an initial conference or appointment, the panel member must notify NLS of the client's failure to meet so that we may reach out to the client where warranted or timely close the case.

b. EXTENDED SERVICES

After the consultation, if the panel member finds that further representation of the client is warranted or necessary, but does not require representation in court or administrative proceeding, the panel member may provide up to an additional 10 hours of service. The panel member must first notify and seek approval from NLS before engaging in any additional service.

After consultation, if the panel member finds that further representation of the client in a court or administrative proceeding is required, the panel member may continue the representation of the client in a court or administrative proceeding. At that time the panel member and NLS shall negotiate an approved estimate for the hours that would be necessary for further representation. If the panel member is unsure of the number of hours that may be necessary, the panel member can request the additional 10 hours, and continue to request approval in 10 hour increments, until the matter is concluded. All requests for hours must be approved by the Directing Attorney or designee.

NLS will pay \$150 per hour for all time spent in court or administrative hearings, research, document preparation, trial/hearing preparation, and other necessary activities for the representation or as otherwise provided for in this agreement.

c. **LOST CONTACT OR CLIENT WITHDRAWAL**

If the panel member loses contact with the client, the panel member shall promptly notify NLS so that we may investigate the client's failure to keep contact with the panel member to ensure and attempt to resolve any communication issues with the client. If NLS is unable to reach the client, the client withdraws, or the clients fails to keep subsequent appointments, the panel member shall timely notify NLS, provide the CLOSING MEMO form provided or otherwise detail the services provided to the client, and submit an invoice for the time expended and approved prior to the client's withdrawal.

D. **PAYMENT OF FEES**

Payment of approved fees and any approved expense reimbursement shall be made only after appropriately invoiced and requested. Any disallowed costs will not be paid. A W-9 must be completed and returned to Nevada Legal Services to receive payment.

The panel member may invoice NLS for the initial 2 hour consultation prior to or in conjunction with requesting approval for additional time for extended services. Panel members shall invoice NLS on a quarterly basis thereafter. Under no circumstance shall the panel member invoice NLS more than once per calendar month or for an amount of less than \$150, unless it is the final invoice in the matter. Any invoices for less than \$150, unless the final invoice, or any invoices after the first invoice submitted in any calendar month will be disallowed entirely and will not be paid.

The request for payment shall be sent to the NLS office that referred the case and shall consist of the following documents:

1. An itemization with descriptions of time and expenses for which reimbursement is sought, and, if relevant,
2. A CLOSING MEMO, which will be provided at the time of referral, and must include a detailed description of the services provided to the client, including any advice given.

Requests for payment must be submitted promptly at the end of each calendar quarter and no later than the 15th of the month following the end of the calendar quarter. Final requests for payment must be submitted no later than thirty (30) days after the case is ready for closing, absent unusual circumstances. Under no circumstance may a request for payment for any calendar year be made after January 15 of the following year. Payment will be mailed directly to the panel member within a reasonable period of time after receipt of all required documents by the NLS Administrative Office.

E. APPEALS

Panel members may seek approval for an appeal of a matter accepted under this program from the Directing Attorney or designee of the referring office. The panel member shall provide the Directing Attorney a summary of the case, including a description of the status of the case, the basis of the appeal, and an analysis of the merits of the appeal.

In the event an appeal is recommended by the panel member, but the panel member is unable to continue representation in the appeal, NLS will decide, in its sole discretion, whether to refer the case for representation to another panel member or pro bono volunteer. In every case where a referred client wishes to take an appeal, the panel member shall advise the client of the applicable time limits to allow the client sufficient time to attempt to secure other representation.

F. PROFESSIONAL RESPONSIBILITY

Once a referral is made and accepted, NLS has no responsibility for handling or supervising the handling of the case, except to the extent necessary to verify representation has been completed before releasing payment to the panel member. In most cases such verification will consist of the document specified in section D. However, NLS will consult with the panel member about the progress of the referred case. If a case has not been billed in a timely manner after referral pursuant according to this agreement or to the LSC CSR Handbook, inquiry will be made by NLS to determine the status of the case.

Panel members have full authority to represent referred clients in the same way as any other client. However, NLS is required to provide a complaint procedure for referred clients. In the letter notifying the client of the case referral, clients will be told that they may register complaints about the manner or quality of services with the referring NLS office. In response to such complaint, NLS may confer with the panel member about the case.

As with any other client, upon the acceptance of a case referred pursuant to the reduced fee program, a panel member accepts full responsibility for representing the referred client in accordance with the Nevada Rules of Professional Conduct or other appropriate guidelines or regulations regarding professional conduct. However, as with any case accepted under our pro bono program, the panel member may be covered as an insured under NLS's Professional Liability Policy as long as the panel member was, is or hereafter during the policy period becomes a lawyer, employee, member or volunteer of the NLS while rendering Professional Services for or on behalf of clients of NLS.

NLS staff will provide support, advice, counsel or other assistance to panel members with respect to cases which have been referred. However, NLS will not assume the status of co-counsel on any case referred under the paid referral program and nothing herein shall be construed as placing NLS in the posture of co-counsel with respect to any such case.

Please list any case types you prefer for referral or leave blank to evaluate any referral:

Please choose the counties you are willing to work in:

- | | | | |
|--------------------------------------|------------------------------------|-----------------------------------|-------------------------------------|
| <input type="checkbox"/> Any County | <input type="checkbox"/> Elko | <input type="checkbox"/> Lincoln | <input type="checkbox"/> Storey |
| <input type="checkbox"/> Carson City | <input type="checkbox"/> Esmerelda | <input type="checkbox"/> Lyon | <input type="checkbox"/> Washoe |
| <input type="checkbox"/> Churchill | <input type="checkbox"/> Eureka | <input type="checkbox"/> Mineral | <input type="checkbox"/> White Pine |
| <input type="checkbox"/> Clark | <input type="checkbox"/> Humboldt | <input type="checkbox"/> Nye | |
| <input type="checkbox"/> Douglas | <input type="checkbox"/> Lander | <input type="checkbox"/> Pershing | |