

# PRO SENIORS' HOTLINE REFERRAL ATTORNEY PROGRAM

A LAWYER REFERRAL SERVICE

## 2019 REGISTRATION FORM, STANDARDS & AGREEMENT

Referral Attorney:

**Name:**

**Address:**

Send me referrals via:  Email or  Fax

Phone:

Fax:

Email:

OH Sup. Ct. No.:

Counties where you will represent Clients:

In addition to **Full Fee** clients:

Will you charge low-income referrals no more than the fees in the **Reduced Fee Schedule**?  **Yes**  **No**

Will you annually accept two elderly poor referrals on a completely **Pro Bono** basis?  **Yes**  **No**

Will you take an appropriate case on a **Contingent Fee** basis?  **Yes**  **No**

Is your law office wheelchair accessible?  **Yes**  **No**

Will you make **house calls** to homebound clients throughout your  Zip Code,  City or  County?  **Yes**  **No**

A check mark in a box below indicates the sub-categories for which you chose to receive referrals within the general areas of practice in which you meet the Standards for Referrals.

### GENERAL CIVIL

- 01 Contract
- 02 Tort — Plaintiff
- 03 Tort — Defendant
- 04 Consumer/Fraud
- 05 Financial Abuse/Conversion
- 06 Non-health Insurance Claims
- 07 Medical Malpractice
- 08 Personal Injury
- 09 Debt Collection Defense

### BANKRUPTCY

- 11 Bankruptcy — single
- 12 Bankruptcy — joint

### EMPLOYMENT

- 21 Age Discrimination
- 22 Americans with Disabilities Act
- 

### HOUSING/REAL ESTATE

- 31 Deeds (including Transfer On Death deeds)
- 32 Housing Discrimination
- 33 Represent Tenant
- 34 Represent Landlord
- 35 Real Estate Contracts
- 36 Eminent Domain/Municipal Issues
- 37 Code Enforcement Issues
- 38 Real Estate Disputes/Foreclosures
- 39 Nursing Home Resident Rights

### HEALTH

- 41 Medicaid Information and Planning
- 42 Medicaid Claims and Appeals
- 43 Medicare Claims and Appeals
- 44 Health Insurance Claims
- 45 Retiree Health Claims
- 46 Living Will
- 47 Health Care POA

### FAMILY

- 51 Dissolution
- 52 Divorce — Uncontested
- 53 Divorce — Contested
- 54 Separation
- 55 Post Decree
- 56 Grandparent Rights

### PROBATE / TAX

- 61 Estate Administration
- 62 Guardianship — Represent Guardian
- 63 Guardianship — Represent Ward
- 64 Financial Power of Attorney
- 65 Will
- 66 Trust
- 67 Estate Planning
- 68 Taxes and Financial Planning
- 69 Affidavit of Survivorship

### INCOME MAINTENANCE

- 71 SS/SSI: Retroactive Benefits
- 72 SS/SSI: No Retroactive Benefits
- 73 Railroad/VA/Black Lung: Retroactive Benefits
- 74 Railroad/VA/Black Lung: No Retroactive Benefits
- 75 Pensions

### CRIMINAL

- 80 All Criminal

## STANDARDS FOR REFERRALS

In order to receive referrals in a general practice area (the bold captioned areas on the Registration Form) you must meet the following standards in that practice area. You must separately meet the standards in each general practice area in which you agree to accept referrals.

1. You must have completed **6** hours of continuing legal education on matters within the practice area within the current or immediately preceding two-year CLE reporting period; or
2. You must have handled 3 matters within that practice area to conclusion within the prior three years.

## AGREEMENT TO RECEIVE CLIENT REFERRALS

***By signing and returning this form, a copy of your liability insurance declarations page, and the \$75 annual registration fee good for one calendar year, you hereby certify and agree to the following with regard to your participation in the Hotline Referral Attorney Panel ("HRAP"):***

3. To maintain your good standing as an attorney with the Supreme Court of Ohio and to notify the HRAP in writing of any change in such status immediately.
4. To remain in compliance with the Supreme Court of Ohio Code of Professional Responsibility.
5. That the HRAP will remain in compliance with the Code of Professional Responsibility and the Lawyer Referral and Information Service Regulations.
6. That you are competent to handle legal matters in and are eligible under the foregoing Standards for Referrals in each of the areas of practice you indicated on the foregoing registration form.
7. To maintain and submit with this agreement proof of professional liability insurance of at least \$100,000 per occurrence and \$300,000 in the aggregate.
8. That the HRAP may refuse or terminate membership in the panel to any attorney who fails to abide by the HRAP rules or that it deems unsuitable for panel membership after reasonable review and consultation.
9. That the HRAP shall suspend or terminate the membership of any attorney who is disbarred or suspended from the practice of law; any attorney against whom any grievance proceeding results in a determination of probable cause; and any attorney who is named in a criminal indictment, information, or complaint.
10. That you shall notify the HRAP in writing if you are not in compliance with the terms of this Agreement or become subject to a condition identified in paragraphs 7 and 9 of this Agreement.
11. To waive the right to privacy granted pursuant to Gov. Bar R. V, Section 11(E) to the extent necessary to permit the HRAP to be informed or inquire as to the existence of any grievance proceeding against you that results in a determination of probable cause.
12. That the HRAP may require such additional information and certification as it deems necessary and that the HRAP may at any time further investigate and require additional information concerning the responsibility, capability, and character of any attorney, including a follow-up survey to client referrals by the HRAP.
13. To represent clients in a professional and businesslike manner in all respects.
14. To maintain an office separate and distinct from any other business or residence to the extent allowed by law.
15. To grant all referrals an appointment as soon as practical after the referral is made, either at an office location or by agreeing to visit homebound clients in their homes.

16. **To accept any referral for initial consultation for those matters in the areas of practice indicated on the reverse hereof.** However, should any referral give rise to a conflict of interest, the referral attorney shall advise the client to contact the HRAP for a new referral. Except in extraordinary situations, the referral attorney shall also not refer the prospective client to another attorney without first obtaining approval from the HRAP. Nothing herein may be construed to obligate a referral attorney to accept employment by a client beyond the initial consultation or to interfere with the attorney's exercise of his or her independent professional judgment on behalf of the client.
17. **Not to charge for the first 30 minutes of consultation with the referral client.**
18. To honor all fee agreements as either (1) negotiated upon acceptance of the case or (2) indicated in the Reduced Fee Schedule (if accepting reduced fee referrals).
19. **To recognize the HRAP as a means and opportunity to enable the legal profession to render better service to the aging public, and, accordingly, to set all fees for referrals in accordance with the client's ability to pay, regardless of whether such fee is fully compensatory for the time and effort necessary to give the client a high standard of representation.**
20. To remit to **Pro Seniors, Inc.**, within **30 days of receipt, 15% of any attorney fees received *in excess of \$100 from each referral of a Full Fee or Contingency case***, which fees shall be used by Pro Seniors for the reasonable operating expenses of the HRAP and to fund public service activities of the HRAP or Pro Seniors. (Attorney fees do not include expenses such as filing and witness fees.)
21. To permit any dispute concerning fees to be submitted to mandatory arbitration by your local bar association.
22. To abide by all rules of the HRAP and in no event to hold or claim to hold the HRAP, Pro Seniors, Inc., or any of its officers, members, or employees liable for the operation of the HRAP, information contained in the member's application, or the activities of the HRAP.
23. To return to the Hotline any and all referral reporting forms as requested by the HRAP, however, nothing herein requires any attorney to violate the attorney-client privilege. Failure to return all reporting forms shall be a material breach of this agreement and will result in suspension of referrals until such breach is cured.
24. That the HRAP shall keep on file a confidential record of all HRAP registration forms, referrals, and reports of participating members, which will be subject to examination and inspection by the staff of Pro Seniors.
25. The HRAP shall initiate a follow-up satisfaction survey to all HRAP referral clients serviced by the referral attorney.
26. That this registration shall entitle the referral attorney to receive, in addition to client referrals, technical assistance from Pro Seniors staff attorneys for both referral and non-referral clients.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Return this signed registration form, a copy of your liability insurance declarations page, and the \$75 annual registration fee to Pro Seniors, Inc. by:**

**U.S. Mail,**

**Pro Seniors, Inc.  
HRAP Attorney Registration  
7162 Reading Road  
Suite 1150  
Cincinnati, OH 45237**

**or by Email**

**HRAP@proseniors.org**

**or by Fax:**

**(513) 338-1500**

**(513) 458-5505  
ProSeniors.org**

**2019 HRAP REDUCED FEE SCHEDULE**  
(court costs must be paid separately by client)

<b>Legal Problem</b>	<b>Fee</b>
<b>00 GENERAL CIVIL</b> 01 Contract 02 Tort - Plaintiff 03 Tort - Defendant 04 Consumer / Fraud 05 Financial Abuse / Conversion 06 Non-Health Insurance Claims 07 Medical Malpractice 08 Personal Injury 09 Debt collection defense	<b>\$70/hr.</b> \$70/hr. Contingency fee \$70/hr. \$70/hr. \$70/hr. \$70/hr. Contingency fee Contingency fee \$70/hr.
<b>10 BANKRUPTCY</b> 11 Bankruptcy (single) 12 Bankruptcy (joint)	<b>Flat Fee</b> \$600 Flat Fee \$700 Flat Fee
<b>20 EMPLOYMENT</b> 21 Age discrimination 22 Americans with Disabilities Act 23 Workers' Compensation	<b>\$70/hr.</b> Contingency fee Contingency fee Contingency fee
<b>30 HOUSING/REAL ESTATE</b> 31 Deeds (Including Transfer on Death Deeds) 32 Housing Discrimination 33 Represent Tenant 34 Represent Landlord 35 Real Estate Contracts / Closing 36 Eminent Domain / Municipal Issues 37 Code Enforcement Issues 38 Real Estate Disputes / Foreclosures 39 Nursing Home / Resident Rights	<b>\$70/hr.</b> \$60 Flat Fee Contingency fee \$70/hr. \$70/hr. \$70/hr. \$70/hr. \$70/hr. \$70/hr. Contingency fee
<b>40 HEALTH</b> 41 Medicaid Planning/Information 42 Medicaid Claims/Appeals 43 Medicare Claims/Appeals 44 Health Insurance Claims 45 Retiree Health Claims 46 Living will 47 Durable POA for health care	<b>\$70/hr.</b> \$70/hr. \$70/hr. \$70/hr. \$70/hr. \$70/hr. \$40 Flat Fee \$40 Flat Fee
<b>50 FAMILY</b> 51 Dissolution 52 Divorce - Uncontested 53 Divorce - Contested 54 Separation 55 Post decree 56 Grandparent Rights	<b>\$70/hr.</b> \$70/hr. \$70/hr. \$70/hr. \$70/hr. \$70/hr. \$70/hr.
<b>60 PROBATE / TAX</b> 61 Estate Administration 62 Guardianship (Represent Guardian) 63 Guardianship (Represent Ward) 64 DPOA (Financial) 65 Will 66 Trusts 67 Estate Planning 68 Tax and Financial Planning 69 Affidavit of Survivorship	<b>\$70/hr.</b> \$70/hr. \$70/hr. \$70/hr. \$60 Flat Fee \$70 Flat Fee \$70 Flat Fee \$70/hr. \$70/hr. \$70/hr. \$70 Flat Fee
<b>70 INCOME MAINTENANCE</b> 71 SS/SSI: Yes retroactive benefits 72 SS/SSI: No retroactive benefits 73 RR./Vet./Black lung: Yes retroactive benefits 74 RR./Vet./Black lung: No retroactive benefits 75 Pensions	<b>\$70/hr.</b> Contingency fee or statutory fee \$70/hr. Contingency fee or statutory fee \$70/hr. \$70/hr.
<b>80 CRIMINAL</b>	<b>\$70/hr.</b>