

**2021-2022 Baltimore County Bar Association  
Lawyer Referral Panel Application & Rules**

<b>PANELS      \$20 Registration Fee per panel (no charge for sub-panels) Collect \$35 referral fee from the client.</b>		
<input type="checkbox"/> <i>ADMINISTRATIVE</i> <input type="checkbox"/> <i>State</i> <input type="checkbox"/> <i>Local</i> <input type="checkbox"/> <i>Federal</i> <input type="checkbox"/> <i>ADMIRALTY/MARITIME</i> <input type="checkbox"/> <i>ANIMAL LAW</i> <input type="checkbox"/> <i>Bites/Attacks (Non-Tort)</i> <input type="checkbox"/> <i>Animal Trusts</i> <input type="checkbox"/> <i>Veterinarian Malpractice</i> <input type="checkbox"/> <i>BANKRUPTCY</i> <input type="checkbox"/> <i>Chapter 7</i> <input type="checkbox"/> <i>Chapter 12</i> <input type="checkbox"/> <i>Chapter 13</i> <input type="checkbox"/> <i>Corporate</i> <input type="checkbox"/> <i>BUSINESS LAW</i> <input type="checkbox"/> <i>CIVIL LITIGATION</i> <input type="checkbox"/> <i>CIVIL RIGHTS</i> <input type="checkbox"/> <i>Abuse of Power</i> <input type="checkbox"/> <i>American w/ Disabilities Act</i> <input type="checkbox"/> <i>False Imprisonment</i> <input type="checkbox"/> <i>HIPPA</i> <input type="checkbox"/> <i>Human Rights/Discrimination</i> <input type="checkbox"/> <i>COLLECTIONS</i> <input type="checkbox"/> <i>Mechanics Lien</i> <input type="checkbox"/> <i>Debtor</i> <input type="checkbox"/> <i>Collector</i> <input type="checkbox"/> <i>Judgments</i> <input type="checkbox"/> <i>CONSUMER LAW</i> <input type="checkbox"/> <i>Class Action Suits</i> <input type="checkbox"/> <i>Identity Theft</i> <input type="checkbox"/> <i>Lemon Law</i> <input type="checkbox"/> <i>Repossessions</i> <input type="checkbox"/> <i>Warranty</i> <input type="checkbox"/> <i>CONTRACT LAW</i> <input type="checkbox"/> <i>Commercial/Consumer</i> <input type="checkbox"/> <i>Structured Settlements</i> <input type="checkbox"/> <i>CRIMINAL</i> <input type="checkbox"/> <i>Expungements/Shielding</i> <input type="checkbox"/> <i>Felony</i> <input type="checkbox"/> <i>Misdemeanor</i> <input type="checkbox"/> <i>Juvenile</i> <input type="checkbox"/> <i>Post-conviction</i>	<input type="checkbox"/> <i>EDUCATION</i> <input type="checkbox"/> <i>ELDER LAW/CARE</i> <input type="checkbox"/> <i>Abuse</i> <input type="checkbox"/> <i>Health &amp; Hospital</i> <input type="checkbox"/> <i>Medicaid</i> <input type="checkbox"/> <i>Medicare</i> <input type="checkbox"/> <i>Nursing Home (Non-Tort)</i> <input type="checkbox"/> <i>EMPLOYMENT</i> <input type="checkbox"/> <i>Benefits/Pensions</i> <input type="checkbox"/> <i>Contracts</i> <input type="checkbox"/> <i>EEOC Violations</i> <input type="checkbox"/> <i>(Discrimination)</i> <input type="checkbox"/> <i>New Hire Contracts</i> <input type="checkbox"/> <i>Terminations/Severance</i> <input type="checkbox"/> <i>ENTERTAINMENT</i> <input type="checkbox"/> <i>ESTATES</i> <input type="checkbox"/> <i>Deed Change</i> <input type="checkbox"/> <i>Estate Planning</i> <input type="checkbox"/> <i>Power of Attorney</i> <input type="checkbox"/> <i>Probate</i> <input type="checkbox"/> <i>Trusts</i> <input type="checkbox"/> <i>Wills</i> <input type="checkbox"/> <i>FAMILY LAW</i> <input type="checkbox"/> <i>Adoption</i> <input type="checkbox"/> <i>CINA</i> <input type="checkbox"/> <i>Collaborative</i> <input type="checkbox"/> <i>Custody/Support</i> <input type="checkbox"/> <i>Divorce/Separation</i> <input type="checkbox"/> <b><i>Limited Scope**</i></b> <input type="checkbox"/> <i>Pre-Nuptial Agreements</i> <input type="checkbox"/> <i>Protective Orders</i> <input type="checkbox"/> <i>QDRO</i> <input type="checkbox"/> <i>GUARDIANSHIP</i> <input type="checkbox"/> <i>IMMIGRATION</i> <input type="checkbox"/> <i>INSURANCE</i> <input type="checkbox"/> <i>INTELLECTUAL PROPERTY</i> <input type="checkbox"/> <i>Copyright</i> <input type="checkbox"/> <i>Trademark</i> <input type="checkbox"/> <i>Patent</i>	<input type="checkbox"/> <i>MEDIATION</i> <input type="checkbox"/> <i>Civil</i> <input type="checkbox"/> <i>Domestic</i> <input type="checkbox"/> <i>MILITARY</i> <input type="checkbox"/> <i>REAL ESTATE</i> <input type="checkbox"/> <i>Boundary Dispute</i> <input type="checkbox"/> <i>Commercial</i> <input type="checkbox"/> <i>Co-op/Condos</i> <input type="checkbox"/> <i>Foreclosure/</i> <input type="checkbox"/> <i>Short Sale</i> <input type="checkbox"/> <i>HOA</i> <input type="checkbox"/> <i>Landlord Issues</i> <input type="checkbox"/> <i>Tenant Issues</i> <input type="checkbox"/> <i>Residential</i> <input type="checkbox"/> <i>Zoning</i> <input type="checkbox"/> <i>TAX LAW</i> <input type="checkbox"/> <i>Audits</i> <input type="checkbox"/> <i>IRS/Federal</i> <input type="checkbox"/> <i>MD State/Local</i> <input type="checkbox"/> <i>Other</i>

**\*\*Limited Scope - If you check to be part of this panel for Family Law, you must make sure to read, understand and adhere to MD RULE 19-301.2 SCOPE OF REPRESENTATION AND ALLOCATION OF AUTHORITY BETWEEN CLIENT AND ATTORNEY (1.2) & MD RULE 2-131 APPEARANCE, both of which can be found on pages 14-19 of this application.**

**2021-2022 Baltimore County Bar Association  
Lawyer Referral Panel Application & Rules**

<b>\$20 Registration Fee Per Panel \$35 referral fee waived</b>	<b>FREE Registration Panels \$35 referral fee waived</b>
<input type="checkbox"/> SOCIAL SECURITY/DISABILITY <input type="checkbox"/> TORT LAW <input type="checkbox"/> Dental Malpractice <input type="checkbox"/> Legal Malpractice <input type="checkbox"/> Libel/Slander <input type="checkbox"/> Medical Malpractice <input type="checkbox"/> Personal Injury <input type="checkbox"/> AUTO ACCIDENTS <input type="checkbox"/> SLIP & FALLS <input type="checkbox"/> Products Liability <input type="checkbox"/> Toxic <input type="checkbox"/> MOLD <input type="checkbox"/> LEAD PAINT <input type="checkbox"/> ASBESTOS <input type="checkbox"/> OTHER <input type="checkbox"/> Wrongful Death <input type="checkbox"/> UNEMPLOYMENT <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/> STATE <input type="checkbox"/> FEDERAL <input type="checkbox"/> VETERANS ADMINISTRATION	<input type="checkbox"/> REDUCED FEE FAMILY LAW <input type="checkbox"/> REDUCED FEE CRIMINAL *** <input type="checkbox"/> REDUCED FEE VETERANS <input type="checkbox"/> SIMPLE WILLS <input type="checkbox"/> EXPUNGEMENTS <input type="checkbox"/> REDUCED FEE ESTATE PLANNING FOR SENIORS  <p><b>PLEASE NOTE:</b> Reduced Fee Programs must meet financial eligibility requirements and will be pre-screened at time of referral. Attorneys must familiarize themselves with the fee schedules for each program chosen. Fee Schedules can be found on pages 10-12.</p> <p>*** Attorneys must register for the Reduced Fee Criminal Law Panel if they wish to participate in Juvenile Arraignments. (Refer to page 20 for information on Juvenile Arraignments)</p>

Total number of PANELS \_\_\_\_\_ @ \$20.00 per PANEL \$ \_\_\_\_\_  
MEMBER, there is NO CHARGE for 'sub-panels'

Advertising Surcharge \$ 50.00

TOTAL ENCLOSED \$ \_\_\_\_\_

**LRIS RECRUITING INCENTIVE FOR ATTORNEYS:**

*The LRIS is not successful unless we have qualified attorneys participating in each law panel we offer. This year the LRIS program would like to give back to participating panel attorneys who help us find qualified attorneys to sign up to become a part of our program.*

We will credit your account \$50 for the 1<sup>st</sup> attorney you refer to us who joins our Lawyer Referral Program. For any additional attorney you refer to us throughout the year who joins our Lawyer Referral Program, we will credit your account \$20. **(All referred attorneys must be new to LRIS and sign up for at least 1 paid panel)**

REFERRED BY \_\_\_\_\_ DATE \_\_\_\_\_

**2021-2022 Baltimore County Bar Association  
Lawyer Referral Panel Application & Rules**

**Please provide us with the following information:**

DO YOU handle appeals? \_\_\_\_\_ Yes / No  
ARE YOU admitted in any other state? If so, please specify. \_\_\_\_\_  
DO YOU practice in Federal Court? (circle one) \_\_\_\_\_ Yes / No  
DO YOU speak any foreign language(s)? If so, please specify. \_\_\_\_\_  
IS YOUR office handicap accessible? (circle one) \_\_\_\_\_ Yes / No

ARE YOU available for appointments: (please check all those that apply)  
Saturday \_\_\_\_\_ Evening \_\_\_\_\_ Client's Home \_\_\_\_\_  
Nursing Home \_\_\_\_\_ Hospital \_\_\_\_\_

Name \_\_\_\_\_ Firm \_\_\_\_\_

Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_ Year Admitted to Practice \_\_\_\_\_

PLEASE NOTE THAT AS A MEMBER OF THE LAWYER REFERRAL SERVICE, YOU ARE REQUIRED TO SIGN UP FOR **FOUR (4) TWO-HOUR SHIFTS**, SCREENING CALLS IN THE BAR OFFICE. FAILURE TO DO SO WILL BE CAUSE TO REMOVE YOU FROM THE REFERRAL SERVICE.

**Please check each box and return:**

- a check payable to the *Baltimore County Bar Association* for Registration & Panel Fees ;
- this completed form (pages 1-3);
- the signed Certification and Statement of Panel Member (page 21); and
- the signed Malpractice Insurance Certification and Indemnification Agreement (page 22), along with **a copy of the Declaration Sheet from your legal malpractice insurance carrier** to:

Jacob Bengel, Membership Director  
Baltimore County Bar Association  
County Courts Building, Room 100  
401 Bosley Avenue  
Towson, MD 21204  
[jbengel@bcb.org](mailto:jbengel@bcb.org)  
410-337-9100 or 410-337-9102

**2021-2022 Baltimore County Bar Association  
Lawyer Referral Panel Application & Rules**

**I. Purpose**

The purpose of the Baltimore County Bar Association (BCBA) Lawyer Referral and Information Service (LRIS) is to make legal counseling and representation more available to the public by providing the public with referrals to members of the BCBA LRIS. The type of legal problem presented by a client, their spoken language, geographic convenience, and ability to pay, are all taken into consideration.

The BCBA LRIS will make an initial determination as to whether or not it can provide an appropriate referral, and if not, the BCBA LRIS will provide general information about other agencies and/or resources as indicated by the needs of the client.

**II. Membership**

**A. Eligibility and Rules**

In an effort to maintain the high level of service of the BCBA and the LRIS to the community, the applicant agrees to **all** of the following requirements:

1. Each panel attorney must have a working email address in order to receive referrals.
2. Each panel attorney must be fully licensed to practice law by the Maryland Court of Appeals.
3. Each panel attorney must maintain a law office separate and distinct from any other business or residence, which office is clearly identifiable to the public as such.
4. The panel attorney must meet the experience requirements as specified in the Maryland Rules of Professional Conduct AND must have handled a minimum of two (2) cases to conclusion within the past eighteen (18) months (unless stated otherwise in Minimum Qualifications) for each panel which he/she selects to receive referrals.
5. Panel members may not accept a case which they are not qualified to handle. If a case is referred to you that you are unable to handle, you are responsible to inform the LRIS office that you do not wish to accept that case.
6. Each client referred may be seen personally by the panel attorney in his/her listed office for an initial thirty (30) minute consultation. If the case cannot be handled by any LRIS panel member attorney in that office, the attorney must redirect the caller to the LRIS to be re-referred.
7. Each panel attorney must maintain and provide a verification of professional liability insurance in the minimum amount of \$100,000 / \$300,000 at all times he/she remains a member on the panel. Any changes in policy number or amount of insurance must be reported to the LRIS immediately.

**2021-2022 Baltimore County Bar Association  
Lawyer Referral Panel Application & Rules**

8. All requirements of participation as a panel member are subject to verification by the LRIS Committee and each panel attorney agrees to provide written verification upon request.
9. Each panel attorney must use a written retainer agreement.

**B. Screening and Rules**

1. Panel attorneys schedule shifts to screen calls using [www.shiftboard.com/bcba](http://www.shiftboard.com/bcba).
2. Each panel attorney is required to sign up to screen calls four (4) times each year but may sign up for as many shifts per month as available.
3. Shifts are usually posted for the entire year and each panel attorney may assign themselves to shifts at anytime.
4. Each panel attorney is required to be appropriately dressed in **business attire** during their shifts due to potential clients, attorneys and judges who frequent the Bar Office.
5. The Bar Office is not to be used to meet with clients.
6. A panel attorney who volunteers to screen telephone calls for a shift may select two (2) referrals that he/she screens during that shift to keep as their own referrals, without coming out of normal rotation on any panel. If the screener does not select any case(s) during their shift, there will be no carryover to the next shift.
7. An attorney who fails to show up for his/her designated shift more than twice in one month shall forfeit the right to sign up for shifts in the next available month. Notice of inability to work a shift must be given to the BCBA more than twenty-four (24) hours prior to the shift. If twenty-four (24) hours' notice is not given, failure to work the shift shall be considered as a failure to show for the purposes of this paragraph. A screener can get his/her own substitute to work the shift to avoid a failure to show.

**C. Annual Registration Fees**

The BCBA fiscal year is July 1 through June 30. Payment of the BCBA LRIS Registration Fees shall be as follows:

1. For BCBA members, the fee of \$50 plus \$20 for each additional panel will be due upon registration.
2. For non-BCBA members, the full fee of \$50, plus \$20 for each panel, and an additional \$150 will be due upon registration.
3. Current year BCBA membership dues must be paid in full in order to register for LRIS.
4. All past due Lawyer Referral Fees must be paid in full in order to renew participation in LRIS.

**2021-2022 Baltimore County Bar Association  
Lawyer Referral Panel Application & Rules**

**D. Client Referral Fees**

1. An initial consultation fee of \$35 is to be collected from the referred client for a standard referral. No consultation fee is to be collected for Reduced Fee Panels, Social Security, Unemployment, Workers' Compensation, Veterans Administration and Tort Law Panel referrals.
2. The initial consultation shall last for a minimum of thirty (30) minutes, unless terminated earlier by the potential client.
3. The panel attorney shall personally conduct the initial consultation with each referred client.
4. It is the attorney's responsibility to collect the referral fee **before** the start of the consultation, unless the BCBA LRIS has waived the fee. Each panel attorney shall **promptly** remit the initial consultation fee, along with a completed copy of the confirmation letter indicating the status of the client referred to him/her. These shall be returned to the BCBA LRIS within thirty (30) days of the referral date. Failure to do so will result in the attorney being placed on inactive status and losing his/her rotation privileges. All checks should be made payable to BCBA and clearly identify the name of the client, the check can be from the client or from the panel attorney. If the potential client wishes to pay the fee with a credit card and the attorney does not accept this type of payment, the attorney may contact the BCBA LRIS office immediately to process the payment over the telephone.
5. The panel attorney shall establish a fee agreement at the initial consultation with the client if additional compensation is to be sought for other services beyond the initial thirty (30) minute consultation.
6. The panel member shall track all BCBA LRIS referrals beyond the initial 30-day reporting period and notify the BCBA LRIS of any changes in status.

**E. Percentage Fees**

Percentage fees are based on the following schedule:

1. A percentage fee is only due on the initial referred case. A referred case is defined as:
  - a. when the attorney is discharged as counsel of record; or
  - b. to final judgment, plus thirty (30) days.
2. No percentage fees are due on Reduced Fee Cases, which are described on pg. 10, Section IV. B.
3. No percentage fees are due for cases in which the total attorney(s) fees are less than or equal to \$400.

**2021-2022 Baltimore County Bar Association  
Lawyer Referral Panel Application & Rules**

4. If a referral generates total legal/attorneys(s) fees in excess of \$400, the attorney shall remit ten (10) percent of the total legal/attorney(s) fees, excluding the first \$400 of legal/attorney(s) fees.
5. The panel attorney agrees to use the following language in any fee agreement with any client generated through lawyer referral (including Family Law Limited Scope agreements) for any fee agreement made necessary by the representation of the client, including subsequent agreements engaging outside counsel, if necessary:

**Client understands that attorney (or attorneys, if a subsequent agreement) and firm (if appropriate) is bound to remit ten (10%) percent of the total attorneys' fees earned in excess of \$400.00 to the BCBA LRIS. Client agrees to the fee sharing arrangement by their signature to this agreement.**

6. **The panel member will notify the client at the outset of representation that a portion of the fees may be payable to the BCBA LRIS and that the BCBA LRIS is entitled to know the amount of attorney's fees received.** Upon the settlement of any such action, the attorney shall be obligated to include the BCBA LRIS with those who have a right to know about a settlement, to the extent necessary to allow the BCBA LRIS to have knowledge of attorney(s) fees paid in the case, whether paid directly or by another party or by settlement proceeds, so that the BCBA LRIS may determine the portion of the attorney's fees to which it is entitled.
7. **Fees are due and payable to the BCBA LRIS as they are earned and received and/or taken into income.** The panel attorney will forward the applicable LRIS percentage fee to the BCBA LRIS no later than 30 days of receipt of fees from BCBA LRIS referred clients. Failure to do so will result in the attorney being placed on inactive status and losing his/her rotation privileges.
8. Status Reports will be e-mailed to each panel attorney with open cases every 3 months. This Lawyer Referral Status Report shall be completed and returned to LRIS within 30 days of receipt. Failure to do so will result in the attorney being placed on inactive status and losing his/her rotation privileges. The BCBA LRIS reserves the right to request supporting documentation for all Case Status/Accounting reports submitted, and the panel member agrees to provide such documentation.
9. Client Survey Letters, which ask the BCBA LRIS clients specific questions to determine their satisfaction with the service provided by both the BCBA LRIS and its member attorneys, are sent *via* email to clients who agree in advance to receive such communications. These letters also request information from the client regarding attorney's fees. The attorney agrees to cooperate with the BCBA LRIS with regard to these Client Survey Letters in the event of discrepancies between the records of the attorney and those of the client.
10. The panel attorney shall maintain responsibility and control of each matter referred and shall not transfer responsibility or control of any matter referred by the BCBA LRIS

**2021-2022 Baltimore County Bar Association  
Lawyer Referral Panel Application & Rules**

without the knowledge and permission of the BCBA LRIS, unless required by law or court order. The foregoing shall not prevent a panel member who is associated with a firm or group from having aspects of the matter handled by another attorney in the firm or group under the panel member's supervision, provided the panel member retains responsibility.

11. When the BCBA LRIS has made a referral to a panel attorney, the attorney may not refer the client to another attorney. **If a panel member is unable to assist a referred client for any legitimate reason, the attorney should refer the client back to the BCBA LRIS first so that another referral can be made.**
  
12. If the referred attorney does not rejoin the BCBA LRIS, he/she is still responsible for any amounts due the BCBA LRIS. If the referred attorney is associated with a law firm/practice (firm #1) and leaves that law firm/practice, the attorney or law firm (firm #1) keeping the attorney's LRIS referred case(s) is responsible for any amounts due the BCBA LRIS. If the attorney takes the LRIS referred case(s) with him/her to another law firm (firm #2), it is the referred attorney's responsibility to ensure payment of any amounts due the BCBA LRIS. A panel member who transfers, in whole or in part, responsibility of any matter referred by the LRIS to a non-panel attorney(s) in violation of Paragraph 11 shall be contractually liable for any fees owed and remain liable for collection and/or payment of any fees owed to LRIS.
  
13. When remitting percentage fee payment, make checks payable to the *Baltimore County Bar Association* and include the client's name and referral number with payment.

**III. Quality Assurance Procedures**

The LRIS is a service to the community and a major source of public relations for the BCBA. Therefore, whenever possible, please accommodate any reasonable requests for information. Above all, please be courteous to all referrals.

**A. Rules and Procedures for Suspension**

1. If a panel member feels he/she has been unjustly removed for any matter other than a dispute regarding the amount of percentage fee to be remitted to the BCBA LRIS, the member may appeal in writing to the BCBA LRIS Committee within 30 days of receiving written notification of the suspension.
  
2. After receiving a written appeal, the BCBA LRIS shall allow the panel member to be present at the Committee's next meeting for the purpose of presenting an oral argument. This oral argument will allow the panel attorney to present his/her position with regard to the allegations resulting in suspension.
  
3. The Committee will then, by the majority vote of the members in attendance, decide whether or not it believes that the conduct of the panel member warrants suspension or other sanctions. If the BCBA LRIS Committee finds that the panel member's removal from membership is warranted, it shall then refer the matter and the Committee's recommendation



**2021-2022 Baltimore County Bar Association  
Lawyer Referral Panel Application & Rules**

to the BCBA Executive Council. The panel member will have an opportunity to both submit a written statement to the BCBA Executive Council and also appear before the Executive Council in order to present an oral argument. The BCBA Executive Council's decision is final.

4. Unresolved disputes between a member and the BCBA LRIS regarding the amount of percentage fee to be remitted to the BCBA LRIS shall be automatically referred to the BCBA Executive Council. The panel member will have an opportunity to submit both a written statement to the BCBA Executive Council and also appear before the Executive Council in order to present an oral argument. The BCBA Executive Council's decision shall be final.
5. The panel attorney waives his/her right to a trial by jury regarding any such fee dispute that may develop between the member and the BCBA LRIS.

**B. Discretionary Suspension**

These violations include, but are not limited to:

1. Failure to handle referred cases with professional competence and diligence.
2. Making a material misstatement on or failure to submit any required BCBA LRIS report.
3. Repeated discourtesy to referred clients or BCBA LRIS staff.
4. Consistent or excessive complaints from referred clients.
5. Failure to respond to or cooperate in the resolution of a client's complaint.
6. Failure to promptly return a client's telephone calls.

**C. Mandatory Suspension**

A member is automatically suspended upon:

1. Disbarment or suspension from the practice of law.
2. Conviction of a crime of moral turpitude (for example, but not limited to, lying, cheating, dishonesty and/or stealing).
3. A finding by the Maryland State Bar of a violation of the Code of Professional Conduct.

A member shall also be suspended from the BCBA LRIS for as long as a member fails after ten (10) days written notice, to do any of the following:

1. Pay the initial consultation fee, unless waived.
2. Pay the applicable percentage fee.
3. Furnish proof of professional liability insurance coverage.

**2021-2022 Baltimore County Bar Association  
Lawyer Referral Panel Application & Rules**

**IV. Panel Registration Form**

A. Rules

Panel members may choose as many panels for which they meet the qualifications. Any and all of the sub-panels located beneath a major category may be selected. If a check is placed next to the main panel area and none are placed in the sub-panel areas, the attorney will be added to each of the sub-panel areas.

B. Reduced Fee Panels

In an effort to provide legal assistance to those individuals who do not qualify for legal services under the federal guidelines for poverty, the BCBA LRIS offers a Reduced Fee Panel. Attorneys who sign up to accept these cases must follow the fees set forth below:

1. Reduced Fee Family Law Panel

Clients who meet the criteria set by the Maryland Legal Services Corporation and screened by the BCBA LRIS will be allowed to take advantage of this service. A free 30-minute consultation will be offered. The maximum retainer fee that can be charged for family law matters is \$1000 at a time and will be billed at \$100/hour. This \$1000 retainer fee must be exhausted before the attorney can charge another \$1000 retainer fee.

2. Reduced Fee Veterans Panel

- a. There are no financial criteria to qualify for this program. However, this program is only offered to veterans and active U.S. military with proper identification or other verification of U.S. military service.
- b. Attorney may sign up for Expungements and/or Estate Planning.
- c. A free 30-minute consultation will be offered for both Expungements and Estate Planning.
- d. Fees are as follows:

EXPUNGEMENTS

- a. Attorneys agree to charge no more than \$100 for preparation of an Expungement. Client will be responsible to pay all necessary court fees.
- b. The attorney may charge an additional maximum fee of \$50 to cover a round trip offsite visit if the client can't come to the attorney's office and an offsite visit is necessary. This fee may be charged to cover travel expenses for the free consultation in the event the free consult takes place offsite.

**2021-2022 Baltimore County Bar Association  
Lawyer Referral Panel Application & Rules**

ESTATE PLANNING

- a. Attorneys agree to charge no more than \$100 to prepare **each** Estate Planning Document for a veteran or member of the active military and no more than \$150 for **each pair** of documents for a couple (1 of which must be the Veteran or Active Military) Documents included in this program are Simple Wills, Powers of Attorney, Deed Changes, Advance Healthcare Directives and Living Wills.
  - b. The attorney may charge an additional maximum fee of \$50 to cover a round trip offsite visit if the client can't come to the attorney's office and an offsite visit is necessary. This fee may be charged to cover travel expenses for the free consultation in the event the free consult takes place offsite.
3. Reduced Fee Estate Planning for Seniors
- a. Clients who are 60+ AND who meet the criteria set by the Maryland Legal Services Corporation and screened by the BCBA LRIS will be allowed to take advantage of this service.
  - b. Attorneys participating in this program agree to provide a free 30-minute consultation.
  - c. Attorneys agree to charge no more than \$100 to prepare **each** Estate Planning Document for an individual and no more than \$150 for **each pair** of documents for a couple. Documents included in this program are Simple Wills, Powers of Attorney, Deed Changes, Advance Healthcare Directives and Living Wills.
  - d. The attorney may charge an additional maximum fee of \$50 to cover a round trip offsite visit if the client can't come to the attorney's office and an offsite visit is necessary. This fee may be charged to cover travel expenses for the free consultation in the event the free consult takes place offsite.

**2021-2022 Baltimore County Bar Association  
Lawyer Referral Panel Application & Rules**

**CRIMINAL REDUCED FEE SCHEDULE  
(Maximum Attorney's Fee)**

Clients who meet the criteria set by the Maryland Legal Services Corporation and screened by the BCBA LRIS will be allowed to take advantage of this service.

**DISTRICT COURT**

Modification of Sentence	\$600
Violation of Probation	\$600
Driving without Insurance	\$600
Driving While Suspended	\$600
D.W.I	\$1000
All Other Incarcerable Traffic Offense	\$600
MVA Hearing	\$450 *addition to above fees
Any criminal charge in the District Court that stays in the District Court	\$1000

- If separate unrelated cases are heard at the same time because of consolidation, the separate fees (listed above) will be charged.
- If a Jury Trial is Prayed
  - \$500 additional fee will be added to the fees listed above IF representation originated in the District Court

**CIRCUIT COURT**

Juvenile Misdemeanors	\$750
Juvenile Felony	\$1,250
Modification of Sentence	\$750
Violation of Probation	\$750
Pray Jury Trial	\$1,000

- All other Circuit Court cases not listed: Fee to be determined by attorney; if the fee to be charged is to be in excess of \$2,500, the fee must be approved by the Chair of the Lawyer Referral Committee prior to engagement.
- If two or more related charges are to be tried at the same time, the fee will be the highest fee allowed per the above schedule.
- If separate unrelated cases are heard at the same time because of consolidation, separate panel fees will be charged.

**TRAVEL TIME EXPENSES for both District and Circuit Court cases:**

- An additional maximum amount of \$300 will be allowed for travel time for cases in Washington, Garrett, Allegheny, St. Mary's, Calvert, Charles, Kent, Talbot, Caroline, Somerset, Dorchester, Worcester, and Wicomico counties.
- An additional maximum amount of \$150 will be allowed for travel time for cases in Cecil, Queen Anne's, Montgomery, and Prince George's counties.
- An additional maximum amount of \$50 will be allowed for travel time for cases in Howard, Anne Arundel, Harford, Frederick, and Carroll counties.
- No additional amount will be allowed for travel time for cases in Baltimore City or Baltimore County.

**2021-2022 Baltimore County Bar Association  
Lawyer Referral Panel Application & Rules**

**LIMITED SCOPE FAMILY LAW LEGAL SERVICES PROGRAM**

**What is limited scope representation?**

Limited scope representation is also called “unbundling” or “discrete task representation.” An attorney who provides a specific service to a client acting pro se will be providing one or more individual services rather than the full range of services that would be referred to as full representation. Limited scope representation thus offers clients with limited means a cost-effective approach to getting some legal representation.

**What types of services can an attorney offer to a client on a limited scope basis?**

Instead of having a client pay a large up-front retainer, you the attorney, will provide limited legal services at the attorney’s discretion such as but not limited to:

Preparation and advice

- Consultations
- Legal advice
- Legal research
- Investigation
- Negotiations

Document drafting and review

- Service of process
- Pre-trial motions
- Motions
- Discovery
- Discovery responses
- Financial affidavit

One-Time Representation in Court or for Discovery

- Court hearing
- Status conference
- Deposition
- Mediation
- Settlement conference
- Motion hearing

**IMPORTANT REMINDER:** The \$35 consult/referral fee for a 30-minute consultation still applies and must be collected before consulting with a potential client. In addition, the attorney agrees to abide by the same stipulations as described above under Section II, E. regarding Percentage Fees. In addition, the language specified above under Section II, E, Par. 5 must be included.

**2021-2022 Baltimore County Bar Association  
Lawyer Referral Panel Application & Rules**

MD Rules Attorneys, Rule **19-301.2**

**RULE 19-301.2. SCOPE OF REPRESENTATION AND ALLOCATION OF AUTHORITY  
BETWEEN CLIENT AND ATTORNEY (1.2)**

Currentness

(a) Subject to sections (c) and (d) of this Rule, an attorney shall abide by a client's decisions concerning the objectives of the representation and, when appropriate, shall consult with the client as to the means by which they are to be pursued. An attorney may take such action on behalf of the client as is impliedly authorized to carry out the representation. An attorney shall abide by a client's decision whether to settle a matter. In a criminal case, the attorney shall abide by the client's decision, after consultation with the attorney, as to a plea to be entered, whether to waive jury trial and whether the client will testify.

(b) An attorney's representation of a client, including representation by appointment, does not constitute an endorsement of the client's political, economic, social or moral views or activities.

(c) An attorney may limit the scope of the representation in accordance with applicable Maryland Rules if (1) the limitation is reasonable under the circumstances, (2) the client gives informed consent, and (3) the scope and limitations of any representation, beyond an initial consultation or brief advice provided without a fee, are clearly set forth in a writing, including any duty on the part of the attorney under Rule 1-324 to forward notices to the client.

(d) An attorney shall not counsel a client to engage, or assist a client, in conduct that the attorney knows is criminal or fraudulent, but an attorney may discuss the legal consequences of any proposed course of conduct with a client and may counsel or assist a client to make a good faith effort to determine the validity, scope, meaning or application of the law.

COMMENT

*Scope of Representation*--[1] Both attorney and client have authority and responsibility in the objectives and means of representation. The client has ultimate authority to determine the purposes to be served by legal representation, within the limits imposed by law and the attorney's professional obligations. Within those limits, a client also has a right to consult with the attorney about the means to be used in pursuing those objectives. At the same time, an attorney is not required to pursue objectives or employ means simply because a client may wish that the attorney do so. A clear distinction between objectives and means sometimes cannot be drawn, and in many cases the client-attorney relationship partakes of a joint undertaking. In questions of means, the attorney should assume responsibility for technical and legal tactical issues but should defer to the client regarding such questions as the expense to be incurred and concern for third persons who might be adversely affected.

[2] On occasion, however, an attorney and a client may disagree about the means to be used to accomplish the client's objectives. Because of the varied nature of the matters about which an attorney and client might disagree and because the actions in question may implicate the interests of a tribunal or other persons, this Rule does not prescribe how such disagreements are to be resolved. Other law, however, may be applicable and should be consulted by the attorney. The attorney should also consult with the client and seek a mutually acceptable

**2021-2022 Baltimore County Bar Association  
Lawyer Referral Panel Application & Rules**

resolution of the disagreement. If such efforts are unavailing and the attorney has a fundamental disagreement with the client, the attorney may withdraw from the representation. See Rule 19-301.16 (b)(4) (1.16). Conversely, the client may resolve the disagreement by discharging the attorney. See Rule 19-301.16 (a)(3) (1.16).

[3] At the outset of a representation, the client may authorize the attorney to take specific action on the client's behalf without further consultation. Absent a material change in circumstances and subject to Rule 19-301.4 (1.4), an attorney may rely on such an advance authorization. The client may, however, revoke such authority at any time.

[4] In a case in which the client appears to be suffering diminished capacity, the attorney's duty to abide by the client's decisions is to be guided by reference to Rule 19-301.14 (1.14).

*Independence from Client's Views or Activities*--[5] Legal representation should not be denied to people who are unable to afford legal services, or whose cause is controversial or the subject of popular disapproval. By the same token, representing a client does not constitute approval of the client's views or activities.

*Agreements Limiting Scope of Representation*--[6] The scope of services to be provided by an attorney may be limited by agreement with the client or by the terms under which the attorney's services are made available to the client. When an attorney has been retained by an insurer to represent an insured, for example, the representation may be limited to matters related to the insurance coverage. A limited representation may be appropriate because the client has limited objectives for the representation. In addition, the terms upon which representation is undertaken may exclude specific means that might otherwise be used to accomplish the client's objectives. Such limitations may exclude actions that the client thinks are too costly or that the attorney regards as repugnant or imprudent.

[7] Although this Rule affords the attorney and client substantial latitude to limit the representation, the limitation must be reasonable under the circumstances. If, for example, a client's objective is limited to securing general information about the law the client needs in order to handle a common and typically uncomplicated legal problem, the attorney and client may agree that the attorney's services will be limited to a brief telephone consultation. Such a limitation, however, would not be reasonable if the time allotted was not sufficient to yield advice upon which the client could rely. Although an agreement for a limited representation does not exempt an attorney from the duty to provide competent representation, the limitation is a factor to be considered when determining the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation. See Rule 19-301.1 (1.1).

[8] An attorney and a client may agree that the scope of the representation is to be limited to clearly defined specific tasks or objectives, including: (1) without entering an appearance, filing papers, or otherwise participating on the client's behalf in any judicial or administrative proceeding, (i) giving legal advice to the client regarding the client's rights, responsibilities, or obligations with respect to particular matters, (ii) conducting factual investigations for the client, (iii) representing the client in settlement negotiations or in private alternative dispute resolution proceedings, (iv) evaluating and advising the client with regard to settlement options or proposed agreements, or (v) drafting documents, performing legal research, and providing advice that the client or another attorney appearing for the client may use in a judicial or administrative proceeding; or (2) in accordance with applicable Maryland Rules, representing the client in discrete judicial or administrative proceedings, such as a court-ordered alternative dispute resolution proceeding, a pendente lite

**2021-2022 Baltimore County Bar Association  
Lawyer Referral Panel Application & Rules**

proceeding, or proceedings on a temporary restraining order, a particular motion, or a specific issue in a multi-issue action or proceeding. Before entering into such an agreement, the attorney shall fully and fairly inform the client of the extent and limits of the attorney's obligations under the agreement, including any duty on the part of the attorney under Rule 1-324 to forward notices to the client.

[9] Representation of a client in a collaborative law process is a type of permissible limited representation. It requires a collaborative law participation agreement that complies with the requirements of Code, Courts Article, § 3-1902 and Rule 17-503 (b) and is signed by all parties after informed consent.

[10] All agreements concerning an attorney's representation of a client must accord with the Maryland Attorneys' Rules of Professional Conduct and other law. See, e.g., Rule 19-301.1 (1.1), 19-301.8 (1.8) and 19-305.6 (5.6).

*Criminal, Fraudulent and Prohibited Transactions*--[11] Section (d) of this Rule prohibits an attorney from knowingly counseling or assisting a client to commit a crime or fraud. This prohibition, however, does not preclude the attorney from giving an honest opinion about the actual consequences that appear likely to result from a client's conduct. The fact that a client uses advice in a course of action that is criminal or fraudulent does not, of itself, make an attorney a party to the course of action. There is a critical distinction between presenting an analysis of legal aspects of questionable conduct and recommending the means by which a crime or fraud might be committed with impunity.

[12] Maryland enacted a medical marijuana law in 2013. See Code, Health General Article, § 13-3301 et seq. As a matter of State law, some medical marijuana activities are permissible, and are subject to regulation. Notwithstanding Maryland law, the Federal Controlled Substances Act, 21 U.S.C. §§ 801--904, continues to criminalize the production, use, and distribution of marijuana, even in the context of medical use. As of 2014, the federal government has taken the position, however, that it generally does not wish to interfere with retail sales of medical marijuana permitted under State law.

In this narrow context, an attorney may counsel a client about compliance with the State's medical marijuana law without violating Rule **19-301.2** (d) and provide legal services in connection with business activities permitted by the State statute, provided that the attorney also advises the client about the legal consequences, under other applicable law, of the client's proposed course of conduct.

[13] When the client's course of action has already begun and is continuing, the attorney's responsibility is especially delicate. The attorney is required to avoid assisting the client, for example, by drafting or delivering documents that the attorney knows are fraudulent or by suggesting how the wrongdoing might be concealed. An attorney may not continue assisting a client in conduct that the attorney originally supposed was legally proper but then discovers is criminal or fraudulent. The attorney must, therefore, withdraw from the representation of the client in the matter. See Rule 19-301.16 (a) (1.16). In some cases, withdrawal alone might be insufficient. It may be necessary for the attorney to give notice of the fact of withdrawal and to disaffirm any opinion, document, affirmation or the like. See Rules 19-301.6 (1.6), 19-304.1 (4.1).

[14] Where the client is a fiduciary, the attorney may be charged with special obligations in dealings with a beneficiary.



**2021-2022 Baltimore County Bar Association  
Lawyer Referral Panel Application & Rules**

[15] Section (d) of this Rule applies whether or not the defrauded party is a party to the transaction. Hence, an attorney must not participate in a transaction to effectuate criminal or fraudulent avoidance of tax liability. Section (d) does not preclude undertaking a criminal defense incident to a general retainer for legal services to a lawful enterprise. The last clause of section (d) of this Rule recognizes that determining the validity or interpretation of a statute or regulation may require a course of action involving disobedience of the statute or regulation or of the interpretation placed upon it by governmental authorities.

[16] If an attorney comes to know or reasonably should know that a client expects assistance not permitted by the Maryland Attorneys' Rules of Professional Conduct or other law or if the attorney intends to act contrary to the client's instructions, the attorney must consult with the client regarding the limitations on the attorney's conduct. See Rule 19-301.4 (a)(4) (1.4).

**Model Rules Comparison**--Rule **19-301.2** (1.2) is substantially similar to the language of the Ethics 2000 Amendments to the ABA Model Rules of Professional Conduct except for wording changes in Rule **19-301.2** (a) (1.2), the addition of Comments [8], [9], and [12], and the retention of existing Maryland language in Comment [1].

**Credits**

[Adopted June 6, 2016, eff. July 1, 2016. Amended Dec. 13, 2016, eff. Apr. 1, 2017.]

MD R Attorneys, Rule **19-301.2**, MD R ATTORNEYS Rule **19-301.2**  
Current with amendments received through February 1, 2019.

**2021-2022 Baltimore County Bar Association  
Lawyer Referral Panel Application & Rules**

**The attorney agrees to enter their limited appearance according to RULE 2-131:**

MD Rules, Rule 2-131

RULE 2-131. APPEARANCE

Currentness

**(a) By an Attorney or in Proper Person.** Except as otherwise provided by rule or statute: (1) an individual may enter an appearance by an attorney or in proper person and (2) a person other than an individual may enter an appearance only by an attorney.

**(b) Limited Appearance**

(1) *Notice of Appearance.* An attorney, acting pursuant to an agreement with a client for limited representation that complies with Rule 19-301.2 (c) of the Maryland Attorneys' Rules of Professional Conduct, may enter an appearance limited to participation in a discrete matter or judicial proceeding. The notice of appearance (A) shall be accompanied by an Acknowledgment of Scope of Limited Representation substantially in the form specified in subsection (b)(2) of this Rule and signed by the client, and (B) shall specify the scope of the limited appearance, which (i) shall not exceed the scope set forth in the Acknowledgment but (ii) unless otherwise ordered by the court, shall include the performance of any procedural task required by law to achieve the objective of the appearance.

**Committee note:** Although the scope of a limited representation is largely a matter of contract between the attorney and the client, if there are procedural requirements necessary to the achievement of the objective agreed upon, a limited appearance, unless otherwise ordered by the court for good cause, must include satisfaction of those requirements, and the Acknowledgment must include that commitment. As examples, (1) if the appearance is limited to filing and pursuing a motion for summary judgment and achievement of that objective requires the filing of affidavits, the attorney is responsible for assuring that the affidavits are prepared, that they are in proper form, and that they are properly filed; (2) if the appearance is limited to obtaining child support for the client, the attorney is responsible for assuring that any financial statements, child support guideline worksheets, and other documents necessary to obtaining the requested order are prepared, are in proper form, and are properly filed.

**Cross reference:** See Maryland Attorneys' Rules of Professional Conduct, Rule 19-301.2, Comment 8. For striking of an attorney's limited appearance, see Rule 2-132 (a).

**Committee note:** The entry of a limited appearance in accordance with this Rule does not constitute the entry of an appearance for the purpose of bringing, prosecuting, or defending an action and does not require the payment of a fee under Code, Courts Article, § 7-204.

**(c) How Entered.** Except as otherwise provided in section (b) of this Rule, an appearance may be entered by filing a pleading or motion or by filing a written notice of appearance.

**(d) Effect.** The entry of an appearance is not a waiver of the right to assert any defense in accordance with these rules. Special appearances are abolished.

**2021-2022 Baltimore County Bar Association  
Lawyer Referral Panel Application & Rules**

(2) Acknowledgment of Scope of Limited Representation. The Acknowledgment of Scope of Limited Representation shall be substantially in the following form:

[CAPTION]

**ACKNOWLEDGMENT OF SCOPE OF LIMITED REPRESENTATION**

Client: .....

Attorney: .....

I have entered into a written agreement with the above-named attorney. I understand that the attorney will represent me for the following limited purposes (check all that apply):

Arguing the following motion or motions:  
.....  
.....  
.....

Attending a pretrial conference.  
 Attending a settlement conference.  
 Attending the following court-ordered mediation or other court-ordered alternative dispute resolution proceeding for purposes of advising the client during the proceeding:  
.....

Acting as my attorney for the following hearing, deposition, or trial: .....  
 With leave of court, acting as my attorney with regard to the following specific issue or a specific portion of a trial or hearing:

I understand that except for the legal services specified above, I am fully responsible for handling my case, including complying with court Rules and deadlines. I understand further that during the course of the limited representation, the court may discontinue sending court notices to me and may send all court notices only to my limited representation attorney. If the court discontinues sending notice to me, I understand that although my limited representation attorney is responsible for forwarding to me court notices pertaining to matters outside the scope of the limited representation, I remain responsible for keeping informed about my case.

.....  
Client

.....  
Signature Date

**2021-2022 Baltimore County Bar Association  
Lawyer Referral Panel Application & Rules**

**V. Volunteer Opportunities**

The LRIS recognizes that the public does rely on volunteer attorneys for services. Therefore, we have some programs for which an attorney may choose to volunteer.

A. Lawyer in the Lobby

This program is held on the 2<sup>nd</sup> Wednesday of every month from 4:30pm-6:30pm in the Bar Office. This service provides the public with a free 20-minute consultation with a volunteer attorney to discuss their Civil and/or Family Law Matters. This program is run by the BCBA LRIS Program and advertised to the public. Therefore, we depend on volunteer attorneys to make it successful. 2 Civil Law Attorneys and 2 Family Law Attorneys are needed every month. This is not a requirement and strictly on a volunteer basis, but if you are interested, please contact Rae Wyatt to participate and be added to the schedule.

B. Juvenile Arraignments

The Baltimore County Circuit Court holds Juvenile Arraignments every Wednesday from 1pm to approximately 3:30pm and has requested that the BCBA LRIS provide an attorney to appear at the proceedings to offer services to those families who choose not to retain the Public Defender's Office.

Attorneys who wish to participate must

1. Be a current member of the LRIS Program.
2. Sign up for the REDUCED FEE Criminal Panel (which is a free panel).
3. Have experience handling juvenile matters, and
4. Arrive at the Bar Office by 12:45pm to get the Juvenile Docket and report upstairs for the Arraignments by 1pm.

Attorneys who qualify may sign up at [www.shiftboard.com/bcba](http://www.shiftboard.com/bcba) or contact the Bar Office to have us assign you to a shift.

Important Notes:

1. This is strictly on a volunteer basis and not an LRIS requirement
2. There is NO guarantee that you will be retained by anyone.
3. If you are retained, you are free to charge fees per your discretion.
4. The BCBA LRIS Office is responsible for assigning volunteers to the shifts and have no control over the schedule, the docket or the proceedings.

**2021-2022 Baltimore County Bar Association  
Lawyer Referral Panel Application & Rules**

**VI. Certification and Statement of Panel Member**

I, the undersigned, hereby apply for registration on the panel of the Lawyer Referral and Information Service of the Baltimore County Bar Association of Maryland.

**I HEREBY CERTIFY** that:

I maintain a full-time law office in the State of Maryland.

I have not been disqualified from membership on any other Lawyer Referral panel in any jurisdiction.

as a member of the LRIS, I shall not accept employment in any area of the law in which I am not qualified; and I allow the LRIS to remove my name from any panel after the LRIS receives information that I am not handling referral cases in a competent manner.

I understand as a member of the LRIS, I am required to sign up for four (4) shifts screening calls in the Bar Office each year; failure to do so will be cause to remove me from the LRIS.

I further understand that the LRIS has the right to refuse or terminate my participation in the LRIS if the Lawyer Referral Committee decides that my participation would not be in the best interest of the Baltimore County Bar Association and the public, or if any information provided herein is false or misleading.

**I HEREBY AGREE** to:

conform to and abide by all Rules and Regulations presently existing or hereafter adopted relating to the LRIS of the BCBA;

consult with persons referred by the LRIS for a period of at least thirty minutes for a referral fee not to exceed \$35.00.

collect and forward the referral fee to the LRIS promptly, along with a completed copy of the confirmation letter indicating the status of the client referred to me;

remit to the BCBA LRIS ten (10%) percent of any legal fees collected that exceed \$400.00 within thirty (30) days of receipt of earned fees; and

complete and return the monthly Lawyer Referral Status Report within 30 days of receipt.

\_\_\_\_\_  
SIGNATURE OF PANEL ATTORNEY

\_\_\_\_\_  
DATE

**2021-2022 Baltimore County Bar Association  
Lawyer Referral Panel Application & Rules**

**MALPRACTICE INSURANCE CERTIFICATION AND  
INDEMNIFICATION AGREEMENT**

**I HEREBY CERTIFY** that I maintain professional liability insurance in the minimum amount of \$100,000/\$300,000 and agree to keep a policy in force during the entire time I am on the panel and will notify LRIS of any changes in policy number, date of expiration or coverage.

I HEREBY AGREE to indemnify and save harmless the Baltimore County Bar Association for and against any and all liability arising from my serving as a panel member of the Lawyer Referral and Information Service of Baltimore County and/or my representation of any lawyer referral clients.

Name of Carrier \_\_\_\_\_ Policy Effective Date \_\_\_\_\_

Policy Number \_\_\_\_\_ Coverage Amount \_\_\_\_\_

Attorney Signature \_\_\_\_\_ Date Signed \_\_\_\_\_

**NOTE: YOU MUST ATTACH A COPY OF THE COVER PAGE(S) OF YOUR POLICY  
INDICATING AMOUNT OF COVERAGE AND TERMINATION DATE OF POLICY**

*The remainder of this page has intentionally been left blank.*