

# PRIVATE ATTORNEY INVOLVEMENT CONTRACT

## BETWEEN SOUTH CAROLINA LEGAL SERVICES AND PRIVATE ATTORNEYS CONTRACTING TO PROVIDE SERVICES TO CLIENTS REFERRED PURSUANT TO THIS AGREEMENT.

I, \_\_\_\_\_, (hereinafter referred to as **ATTORNEY**) being admitted to practice law in the State of South Carolina and being a member in good standing, agree to accept and represent clients referred by South Carolina Legal Services, (hereinafter referred to as **SCLS**) subject to the following stipulations:

### GENERAL TERMS

1. The term "Attorney" shall include any attorney working in the office with the undersigned attorney. The undersigned shall be the attorney responsible for the referred case regardless of which attorney in the office works on the case.
2. The term "referred client" shall include any client whose case is sent to Attorney under this contract by way of a referral letter.
3. The term "accepted case" is any case that is sent to Attorney by SCLS's referral letter and that Attorney accepts by signing and dating the referral letter and returning a copy of the signed, dated referral letter to SCLS.
4. SCLS agrees to refer clients to Attorney on a basis equitable with those referred to other participating members in the county or counties selected by Attorney. Attorney shall have the option to refuse any case.
5. SCLS agrees to provide intake, screening and eligibility determination on all referred clients and shall be solely responsible to its funding sources in this regard. If Attorney learns that the client's family income has increased, Attorney agrees to notify SCLS. SCLS shall then be responsible for determining any change in the client's eligibility status and deciding whether such change requires termination of assistance consistent with professional responsibilities. If SCLS determines that any client is no longer eligible due to financial information, and that client's case is in pending litigation, Attorney agrees to make an appropriate motion before the court to be relieved, and for SCLS to be relieved, as attorneys of record in the litigation, if SCLS determines that such motion can ethically be made without undue prejudice to the client.
6. Attorney agrees to give referred clients the best possible representation consistent with professional responsibility, regardless of race, creed, color, ethnicity, national origin, religion, sex, sexual orientation, gender expression, age, height, weight, physical or mental ability, veteran status, military obligations, and marital status.
7. Attorney agrees to represent clients referred by SCLS only for the matter(s) stipulated in the client's referral, provided, however, that other civil legal matters that become apparent during the attorney-client relationship shall be brought to the immediate attention of SCLS and shall not be pursued for reimbursement without the express written permission of SCLS.
8. Attorney agrees to accept cases in the counties listed here:  

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9. Attorney agrees to accept cases in the substantive areas checked below:
  - Consumer/Bankruptcy
  - Housing
  - Employment
  - Community Education
  - Education
  - Public Benefits
  - Probate
  - Health
  - Family
  - Income Tax
  - Advance Directives

— Community Economic Development

10. SCLS agrees to notify Attorney of free or reduced cost trainings presented by SCLS or partner organizations of SCLS.
11. Attorney agrees to maintain adequate legal malpractice insurance covering activities on behalf of clients of SCLS. Proof of such coverage must be furnished to SCLS before the attorney is placed on the referral list. If Attorney is retired or currently not actively in practice and does not have legal malpractice insurance company, SCLS will provide legal malpractice insurance for those attorneys. The SCLS legal malpractice insurance shall serve as secondary insurance to those attorneys who have legal malpractice insurance coverage currently in place. Further, Attorney must notify SCLS if there is any change in Attorney's legal malpractice insurance.
12. Attorney agrees to notify SCLS of any disciplinary proceeds instituted by the South Carolina Office of Disciplinary Counsel or any other such entity or agency.
13. Attorney agrees to be governed by and to comply with all applicable provisions of the Legal Services Corporation Act and Regulations and other Congressional Acts relating to the Legal Services Corporation.
14. Attorney agrees to cooperate with all requests for information or documents from the Legal Services Corporation including but not limited to requested information by auditors of SCLS.

**ATTORNEY FEES**

15. SCLS agrees to reimburse Attorney for professional time at an hourly rate for all representation for which there has been **prior** approval by SCLS. The maximum fee per case shall be as indicated on the attached Fee Schedule that is hereby made a part of this contract.
16. Attorney agrees that no payment will be made beyond the maximum fee set forth on the attached Fee Schedule except when a written request is made by attorney to SCLS and said request is approved by SCLS in advance of the bill being submitted for payment.
17. Attorney agrees to submit payments for invoices on a monthly basis but at a minimum each quarter based on the date that the case was referred to Attorney. SCLS reserves the right to terminate Attorney's contract in the event timely invoices are not submitted.
18. Attorney agrees to accept the set fees and reimbursement schedules of SCLS in lieu of any fees from referred clients. As an added inducement to participate in the referrals from SCLS, Attorney is permitted within his discretion to petition the court for attorney fees to be paid by the opposing party if allowed by law; Attorney may collect and retain any fees awarded. Attorney recognizes that receipt of attorney fees on a given case will mean that the attorney cannot bill under the PAI contract and must return to SCLS any PAI fees already paid. Attorney recognizes that Attorney cannot bill SCLS for time expended collecting an attorney's fee award. This provision can be modified on agreement of the parties; for example, if SCLS co-counsels with Attorney.
19. Attorney agrees not to claim reimbursement for legal work that is rendered on a client's behalf prior to the client's referral by SCLS, or to negotiate a referral after Attorney's appointment by a Court as a client's counsel, or to seek reimbursement for legal work done after termination of representation.
20. Attorney agrees that once reimbursement is claimed and final disposition of the client's legal matter is achieved, no further reimbursement shall be claimed for representation and clients seeking further legal assistance for which reimbursement by SCLS appears necessary shall be referred back to SCLS.
21. Attorney recognizes that compensation under the PAI contract shall not exceed \$60,000 per calendar year. Further, LSC Regulations mandate that PAI revenue not exceed fifty percent of Attorney's gross income.
22. Attorney agrees that reimbursement shall be claimed only for reasonable billable hours that are supported by the Contract Billing Form, a copy of which is attached and made a part of this contract, and shall exclude routine secretarial time.

22. Attorney agrees to submit a copy of any final order, a closed case report and a final Contract Billing Form before the final bill will be paid. Attorney agrees to submit a final bill within thirty (30) days of closing a referred case.
24. Attorney agrees that SCLS reserves the right to adjust any bill with the understanding that Attorney may appeal such adjustment to the SCLS Board of Directors is final.

#### **CLIENT COSTS**

25. SCLS agrees to reimburse for certain costs associated with a case including, but not limited to, filing fees when the court denies a request for *informa pauperis*, and postage, fax or copying expenses not exceeding \$20.00. Other costs are to be the responsibility of the client. At Attorney's request prior to incurring costs, other costs may be reviewed on a case-by-case basis and approved for payment by SCLS at the discretion of SCLS.
26. Attorney agrees to apply to proceed *informa pauperis* in court actions initiated in any court on behalf of accepted clients.
27. SCLS agrees to provide to Attorney sample *informa pauperis* pleadings upon request of Attorney.

#### **ACCEPTANCE OF CASES**

28. SCLS agrees to send a letter to Attorney when SCLS refers a case to attorney. Attorney agrees to indicate acceptance of said case by indicating same and signing in the proper blank at the end of said letter and returning a copy to SCLS.

#### **RESPONSIBILITIES TO CLIENTS**

29. Attorney agrees to complete representation of the client even if the hours required to do so go beyond the maximum fee as set out in the Fee Schedule.
30. Attorney agrees that any unpaid hours may be reported to the South Carolina Bar Pro Bono Program for credit with that program.
31. Attorney agrees that obligation to represent clients referred and accepted during a contract period continues until such clients' cases are concluded regardless of whether or not the contract period has expired.
32. Attorney agrees not to terminate representation of any client referred by SCLS before final disposition of the case without good cause consistent with the Code of Professional Responsibilities.
33. Attorney agrees to confer with SCLS at its request on any case referred by SCLS and shall cooperate with its administrative staff and Board of Directors to ensure the best legal assistance available for referred clients.
34. Attorney agrees that acceptance of a referral from SCLS shall create an association that involves the following relationships:
  - Client/Attorney: The attorney-client relationship exists between the client and Attorney and between the client and SCLS and the client shall be informed of same.
  - SCLS/Attorney: The Attorney has full authority to act for the referred client in the same way as any other client. However, SCLS is required to monitor the effectiveness of all representation provided under its grants. Upon request of SCLS, Attorney agrees to furnish copies of all pleadings and correspondence in any accepted case to SCLS and to consult with SCLS about any accepted case.

#### **APPEALS**

35. Attorney agrees not to pursue any appeal or other related or unrelated matter on behalf of accepted clients without the express written permission of SCLS; except when necessary to comply with the Code of Professional Responsibilities.

#### **COMPLAINTS**

36. Attorney and SCLS agree that complaints made by accepted clients to SCLS relating to representation by Attorney shall be heard by SCLS.

- 37. Attorney agrees that any referred client wishing to terminate relationship with Attorney shall have the right to do so and Attorney agrees to refer any client terminating their relationship back to SCLS.
- 38. Attorney agrees that referred clients shall have the right to file complaints regarding SCLS pursuant to SCLS Policies and Procedures and Attorney agrees to advise them of same.

**TERM OF AND TERMINATION OF CONTRACT**

- 39. Attorney agrees that SCLS may terminate this contract at any time and that the contract shall be renewable at the discretion of SCLS.
- 40. The term of this contract shall be for a period of two (2) years from the date the contract is approved by SCLS unless otherwise terminated. Attorney understands that no new cases will be referred to Attorney after the expiration of the contract period without a new contract being signed and approved. However, SCLS will pay for any work done by Attorney for any cases billed under the contract in force at the date of the case was referred. The contract is subject to amendment upon notification by SCLS or its funding sources.

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 Andrea E. Loney, Executive Director  
 South Carolina Legal Services

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Printed Name of Attorney

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Address of Attorney

\_\_\_\_\_  
 Email Address

\_\_\_\_\_  
 Phone Number

\_\_\_\_\_  
 Fax Number

***SCLS PAI Form 2101  
 Last Amended - January 2011  
 January 2015, June 2018***

*CONTRACT ATTORNEY FEE SCHEDULE*

**\$65.00 PER HOUR UP TO THE MAXIMUM LISTED BELOW:**

**\$1,170 (18 hours)**

Consumer  
Family  
Federal Income Tax

**\$845 (13 hours)**

Employment  
Housing  
Public Benefits

**\$650 (10 hours)**

Education  
Health  
License (auto and others)  
Probate

**\$260 (4 hours)**

Advance Directives

**\$130 (2 hours)**

Community Education

**Time Keeping Rates Table**

15 minutes - .25 = \$16.25  
30 minutes - .50 = \$32.50  
45 minutes - .75 = \$48.75  
60 minutes - 1 hour = \$65.00