

**2017-2018 RULES OF MEMBERSHIP
TARRANT COUNTY BAR ASSOCIATION
LAWYER REFERRAL & INFORMATION SERVICE**

The Tarrant County Bar Association Lawyer Referral & Information Service is a service of the Tarrant County Bar Association. Membership may be sought by any attorney in Tarrant County who maintains an office within a contiguous county, who is admitted to practice in the State of Texas, who is in good standing with the State Bar of Texas, and agrees to abide by the **Rules of Membership** of the Tarrant County Bar Association Lawyer Referral & Information Service (LRIS). It is the responsibility of the Bar and the professional responsibility of every attorney to make legal services available to all persons. The LRIS reserves the right to reject any applicant if it is in the best interest of the LRIS.

I. How Does the Service Work?

* The application information is maintained in a rotating computer file by area of practice and geographic location. When a call is received, the LRIS intake counselors will screen the call to determine the type of case and, if requested, the geographic location of the attorney's office, and make a referral based upon that information. The Member's record will then be rotated to the bottom of the referral list of that particular area of the law.

* When the attorney is scheduled to be out of the office and cannot receive referrals, **he/she should inform the LRIS office of the dates the attorney will be unavailable.**

* Panel members agree to provide a half-hour consultation to the client for no more than \$20. This does not mean a face-to-face conference is required. The attorney **is** required to "consult" with a client for 30 minutes at a cost of no more than \$20. Either way, the attorney needs to make sure the client is aware they have "spent" their consultation time on the phone or in the office. (Clients should not be charged for any intake material sent to them. The attorney keeps this consultation fee.)

* The client is given the name and telephone number of the panel member and is informed to contact the attorney's office (when possible) to arrange an appointment. The client is also advised:

1. To inform the panel member's office that this is a Lawyer Referral & Information Service referral;
2. That they are entitled to a 30-minute consultation with the panel member for no more than \$20;
3. That fees involved in representation should be discussed with the attorney, **none of the Service's attorneys do pro bono or reduced rate cases.**

* Following the referral, confirmation forms are e-mailed or faxed to the Member's office. These forms are for information purposes only and are **NOT** to be returned to the LRIS office. On the other hand, **Status Reports** will be sent the 15th of every month (for the prior month's referrals) showing every case that has been referred during that month. These cases will need to be marked and returned **COMPLETE** to the LRIS **within the allotted time (notice of due date will be included when the form is sent)**. This report will show whether a case is pending, declined, or accepted. A **Progress Report** on any "open case" (pending or accepted) will be sent quarterly. Failure to return the completed Progress Reports within **the allotted time** will be grounds for suspension from the rotation. If you are taken out of rotation for a delinquent report, you will be assessed a \$20 reactivation fee. The LRIS may also send a survey to clients to follow up on the service provided to the client by the LRIS and the panel member.

II. How To Join

* An attorney member shall complete the **application** and return it with a check in the appropriate amount for membership, as well as a **copy of the declaration page** of their professional liability insurance policy with a minimum amount of \$100,000.00.

* Select up to **6** areas of law in the “Areas of Practice” contained in the LAW CATEGORIES OF REFERRALS. If you accept only certain types of cases under that category, please mark **ONLY** those categories. If the main area is marked, attorneys will receive referrals in all sub-categories.

If you intend to select FAMILY LAW, CRIMINAL LAW, EMPLOYMENT LAW, PERSONAL INJURY (including Product Liability and Wrongful Death), MALPRACTICE, LABOR, and/or BANKRUPTCY as a part of your “Areas of Practice,” you **must complete the Subject Matter Panel Application[s]** to participate in any of these law categories.

§1 Certification

In consideration for membership in the Tarrant County Bar Association LRIS, the applicant agrees that he/she:

- * is a member in good standing of the State Bar of Texas and does not currently have pending Disciplinary action;
- * is engaged in the full-time practice of law;
- * practices in Tarrant County;
- * is competent to practice in the areas of law he or she has marked on the Areas of Practice form;
- * has never had his or her license suspended by the State Bar of Texas or any other state bar association;
- * will conform to the Texas Disciplinary Rules of Professional Conduct and to the Texas Lawyer’s Creed;
- * will be bound by the Rules of Participation of the LRIS, set forth herein, and by all terms of this agreement;
- * maintains in force and effect professional liability insurance in the minimum amount of \$100,000.00 and will furnish the LRIS with a copy of the declaration page of said policy.
- * maintains an office in Tarrant County or a contiguous county, or has an office to meet the clients in. (You may give a post office box for mailing purposes, but please also give a physical location to the Service so that the intake operators know in what area of the county you are located. Out of County members may join but we only refer them to out of county callers unless they have an office in TC.
- * agrees to Fee Arbitration through the Tarrant County Bar Association Fee Arbitration Committee if client files papers to arbitrate.

§2 Definitions

“Service” indicates the Lawyer Referral & Information Service of the Tarrant County Bar Association.

“Member” indicates an attorney who is a member in good standing of the Service. Memberships are **NOT** transferable.

“Attorney’s fee” indicates the fee received by a Member for legal services rendered to a Service-referred client, but not including the following: court costs, expenses, any consultation fee of \$20 for a 30-minute consultation, any fee received in a Chapter 13 Bankruptcy Case.

§3 Membership

Membership of the Service requires the following:

- * Completion of all blanks on the application and a signature acknowledging member has **READ AND AGREES** to the rules of membership;
- * Payment of an annual fee for **Members** of the Tarrant County Bar Association:
 - \$150.00** - licensed less than one year;
 - \$175.00** - licensed less than three years;
 - \$200.00** - licensed more than three years. OR
- * Payment of an annual fee for **Non-Members** of the Tarrant County Bar Association:
 - \$295.00** - licensed less than one year;
 - \$320.00** - licensed less than three years;
 - \$400.00** - licensed more than three years.

(Payment of the initial annual fee is due at the time this membership agreement is signed—the annual fee of renewing members is due on July 1 of each year ;)

- * **If member is returning, all reports from previous years must be brought to date. This may include any attorney associated with the member's firm.**
- * Completion of Subject Matter Application[s] is required to participate in the following categories: FAMILY LAW, CRIMINAL LAW, PERSONAL INJURY (including Product Liability and Wrongful Death), MEDICAL MALPRACTICE, LABOR, and/or BANKRUPTCY.
- * A professional liability insurance policy in force and effect in the minimum amount of \$100,000.00 and to furnish the Service with a copy of the declaration page of said policy;
- * Signature of this application serves as authorization for the insurance carrier of said professional liability insurance policy to supply the LRIS with any information concerning the policy that it may request, including notification of cancellation or of renewal.

§4 Rules of Participation

- * Member agrees to charge Service-referred clients **fees that are no higher** than the fees charged clients who are not referred by the Service.
- * Member **agrees to pay the Service 15% of any attorney's fee in the amount** of \$750 or more collected from Service-referred clients on **all** (with the exception of Chapter 13 Bankruptcy) **cases** referred by the Service (this includes hourly and flat fee cases, as well as contingency cases) once the case is closed and fees have been received. (Ex: If the amount billed and collected (beyond court costs, etc.) is \$750, Member will send a check to the LRIS in the amount of \$112.50; if the Member collected fee is \$749, there will be no payment sent to the LRIS, if the Member collects \$5,000, a check for \$750 will be sent to the LRIS.) **Payment is to be sent within 30 days of receipt** by Member (once the case is closed), along with a **brief disbursement** sheet or bill indicating charges and disbursements. Member must notify the client of the 15% fee paid to the Service.

- * Any Member who fails to pay the 15% fee to the Service within 30 days of the receipt of the fee may be subject to a penalty and/or suspension. This provision is applicable to all types of cases (with the exception of Chapter 13 Bankruptcy).
- * Member cannot exclude the Service from learning the financial terms of any settlement, as a result of any confidentiality provision in a settlement agreement made on behalf of a Service-referred client. The Service shall be allowed to review the financial terms of any settlement, including the Attorney's fee paid in the case.
- * Member agrees to charge Service-referred clients or potential clients a consultation fee of not more than \$20 for a 30-minute initial office consultation with no minimum time for consultation set. (The attorney keeps that \$20 consultation fee.)
- * Member agrees to forward to the Tarrant County Bar Association Lawyer Referral Service in writing, changes in address and/or telephone number; vacations from the office; changes in categories of law in which the member would like to receive referrals; any notification of pending grievances.
- * After acceptance as a member of the Tarrant County Bar Association Lawyer Referral & Information Service, Member agrees to notify the Service within 15 working days if he or she receives a public reprimand, is placed on probation, suspended or disbarred by the State Bar of Texas; is charged by information or complaint with a misdemeanor offense that constitutes a crime of moral turpitude, or is indicted on felony charges; upon receipt of notice of any grievance or pending litigation which could result in a reprimand, suspension or probation thereof.
- * Member shall diligently strive to return all telephone calls within 24 hours of the client's call, or request a staff member to do so.
- * Member may **NOT recommend or refer** another attorney to a Service-referred client. If the member is unable to represent the client; the Member is required to refer the client back to the LRIS. If a panel member does refer the client or matter to another attorney, the LRIS retains its rights to the original portion of the fee.
- * Member shall inform LRIS of the status of the referred client[s] by returning the Status Reports, noting the proper disposition[s], within 15 days of date received. A panel member shall track all LRIS referrals beyond the initial reporting period and it is the responsibility of the **Member to notify the LRIS any change in disposition.** (If a client does not hire you after the initial consult and you therefore close the case on a report, but that client calls you later and decides to proceed, you are to let the Service know that that case has now been accepted.
- * Member agrees to submit fee disputes with Service-referred clients to the Tarrant County Bar Association Fee Dispute Committee.
- * Member agrees that the Service makes no guarantee that cases or matters undertaken for Service-related clients will generate fees for the Member.
- * Member agrees to indemnify and hold harmless the Service, the Tarrant County Bar Association, and their officers, directors, members, agents and employees from all claims, liabilities, costs, legal expenses, or losses resulting from Member's participation in the Service, including claims for professional malpractice.

§5 Withdrawal from Membership

*Withdrawal from membership requires written notice to: Lawyer Referral & Information Service, Tarrant County Bar Association, 1315 Calhoun Street, Fort Worth, Texas 76102-6504 or by emailing iris@tarrantbar.org. No refund of any annual membership fee paid by the lawyer will be paid upon withdrawal.

§6 Suspension and Revocation

- * Discipline by the State Bar of Texas in the form of suspension or revocation of license shall result in automatic revocation of membership in the Service with no refund of paid membership fees. Member may apply for membership after a period of 12 months from the date of said disciplinary action, with the understanding that the application will have to be approved by the LRIS Committee. If Member does not notify the Service of receipt of public reprimand, Member will receive an additional 12 months' suspension from the Service before he/she is allowed to apply for Membership. Member has the right to appeal any decision of the Committee to the Board of Directors of the TCBA.
- * Member may be contacted by the LRIS Committee if a consistent number of complaints are registered with the LRIS office. Complaints from clients will be documented, dated and kept for review on all LRIS Members. If a pattern emerges of multiple complaints on one attorney, the LRIS Director will take the complaints to the Committee. If the Committee deems the complaints a concern, they may contact the Member to inform them of the complaints, as well as discuss any solutions to the problems. If the Committee feels the complaints are not being addressed accordingly by the Member, they may refer the complaints to the Tarrant County Bar Association Board of Directors for remedy per LRIS Bylaws.
- * Automatic revocation of membership in the Service also includes the following:
 - 1) Failure to pay any fees owed to the Service within 30 days of receipt of any fees received (and case completed).
 - 2) Failure to abide by the terms of this Agreement;
 - 3) Failure to maintain in force and affect professional liability insurance in the minimum amount of \$100,000.00 and to furnish the LRIS with a up-to-date copy of the declaration page of said policy;
 - 4) Failure to handle the cases and matters of Service-related clients in a diligent and responsible manner;
 - 5) Failure to return any of the required completed Status Reports sent by the Service on all cases within the designated time;
 - 6) Failure to report incorrect information on the Status Reports sent by the Service;
 - 7) Consistent unavailability to referred clients.
- * The Member has the right to appeal to the Tarrant County Bar Association Board of Directors if he or she is not satisfied with the decision of the Committee. The Member will contact the President of the Tarrant County Bar Association, in writing, to request a meeting of the Board to hear said appeal. The President will contact the members of the Board within 30 days of receipt of the request and schedule the earliest convenient time for all parties to meet. The decision of the Board of Directors of the Tarrant County Bar Association will be final.