



# 2018-2019 APPLICATION & AGREEMENT

ATTORNEY'S NAME

FIRM NAME

BUSINESS ADDRESS

CITY

ZIP

OFFICE PHONE

CELL /ALT PHONE

EMAIL

## Appointment Scheduling

DIRECTIONS (To help the caller find your office)

PREFERRED FORM OF COMMUNICATION

E-MAIL

U.S. MAIL

ALTERNATE MEETING TIMES & LOCATIONS (In addition to your regular office hours and location)

INDIVIDUAL WHO IS AUTHORIZED TO SCHEDULE AN APPOINTMENT FOR ME.

## State Bar Licensing

I AM CURRENTLY AUTHORIZED TO PRACTICE LAW IN MN

YEAR ADMITTED IN MN

MN LICENSE NUMBER

I AM LICENSED TO PRACTICE LAW IN OTHER STATES

OTHER STATES

I AM ADMITTED TO PRACTICE LAW IN MN FEDERAL DISTRICT COURT

I AM ALSO ADMITTED TO PRACTICE LAW IN THE FOLLOWING OTHER FEDERAL DIST. COURT

## Liability Insurance

I have Professional Liability Insurance and agree to keep a current copy of the Face or Declarations sheet, or a page of the insurance policy indicating the expiration date and policy amount, on file with the Modest Means Program (MMP). I agree to notify MMP of any cancellation of my policy and agree to not accept any referrals during the time when my insurance is not in effect. I understand that I will be placed on inactive status until a current copy of my insurance is received. I understand that if I have not provided MMP with a current copy of my insurance within 90 days after the expiration date, I will be removed from the MMP panels for the remainder of the membership year, pursuant to paragraph C(vii) of *Removal and Denial of Membership* included in this application.

INSURANCE CO. NAME

POLICY #

EXPIRATION DATE

## Accommodation

- OTHER LANGUAGES: I am able to speak the following languages, other than English, in a manner well enough to discuss and consult on a legal matter with a caller:
- 

I HAVE THE FOLLOWING ON SITE (or will make available):

- TTY/TDD
- Sign language interpreter
- Foreign Language Interpreter
- MY OFFICE IS HANDICAP ACCESSIBLE

## Modest Means Program Agreement

- I. My license to practice law is not under any restriction, and I am not currently subject to any disciplinary action. I have not received any admonitions or other disciplinary action from the Office of Lawyers Professional Responsibility within the past 12 months, with the following exceptions:
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- II. I agree to disclose in writing to the MMP any discipline imposed by the Office of Lawyers Professional Responsibility, the Minnesota Supreme Court, or related agency, including any admonitions that I receive while a member. I understand that any discipline I receive during my year of membership with the Modest Means Program will be handled as outlined in paragraph A(xiv) of Removal and Denial of Membership included in this application.
- III. I agree that in signing this application I am waiving confidentiality under the Rules on Lawyers Professional Responsibility in favor of the Modest Means Program and understand that RCBA will conduct a check of disciplinary records of all panelists at least one time per year.
- IV. I agree to cooperate fully with Modest Means Program of the RCBA in assessing and investigating any formal or informal complaint made against me by a client to Modest Means Program staff.
- V. I understand that the Modest Means Program of the RCBA may conduct client satisfaction surveys. I agree that MMP staff may contact clients referred to me to obtain information regarding their satisfaction with the services I have provided. I understand that MMP may also contact clients to confirm fees paid for services rendered by me.
- VI. I agree that if I am a RCBA member, I will pay \$60.00 for Modest Means Program membership, which allows me to join three panels. I agree to pay \$10 for each additional panel. I agree that if I am not a RCBA member I will pay \$125 for the Modest Means Program membership, which allows me to join three panels. I agree to pay \$10 for each additional panel.
- VII. I have the legal knowledge and skills necessary to represent clients on the panels for which I have registered.
- VIII. I agree to provide each client referred through the MMP a 30-minute in-office appointment, unless the client is calling long distance. I agree to waive all attorney fees for the initial 30-minute consultation with each client. I agree to collect a \$20 administrative fee from the client and remit it to the MMP along with the Referral Report **WITHIN 30 DAYS OF THE CONSULTATION**. I understand that if I do not return the Referral Report and referral fee within 30 days, I will be put on inactive status until the MMP receives it. I further understand that if after 60 days I still have not returned the Referral Report and referral fee, I will be removed from all the MMP panels for the remainder of the membership year, pursuant to paragraph C(v) of Removal and Denial of Membership included in this application. I understand that I am responsible for the \$20 administrative fee if I fail to collect it from the client.
- IX. I understand that I have the right to refuse a case after the initial 30-minute consultation. I understand that I do not have a right to screen referrals at the time they are made in an attempt to only receive referrals with the potential of high legal fees.

- X. I understand that referrals made to me are made to me individually, and not to my firm. **I agree that if I cannot help the client referred to me, I will refer the client back to the MMP for a second referral. I will not refer the client to an attorney within my firm or to another attorney, whether the attorney is a member of the Modest Means Program or not.**
- XI. I agree to binding arbitration by the appropriate Bar Association Fee Arbitration Committee for any fee dispute involving a client referred through MMP.
- XII. I understand that I may withdraw from a specific panel or all the MMP panels at any time, upon written notice. I understand that there will be no refund of my membership fees, and I will still be responsible for paying any portion of percentage fees due to the MMP.
- XIII. I agree that if I collect more than \$500 in attorney fees from a client referred by the MMP, I will remit 10% of the fees over \$500 to the MMP within 30 days of my receipt of the fees from the client. (For example, for a case where the fees are \$501, the attorney would owe \$.10 (10% of \$1). For a case where the total fees are \$750, the attorney would owe \$25(10% of \$250). I agree that if for any reason my membership with the MMP terminates, I will pay percentage fees on any cases still in progress.
- XIV. I agree that I will not pass the cost associated in participating in the MMP on to the clients referred through the MMP. I will not charge more to these clients than to any of my other clients to compensate for my panel membership or for any percentage fees I may owe.
- XV. I agree to notify every client referred to me at the outset of representation that a portion of the fees are payable to the MMP, and that the MMP is entitled (a) to know the outcome of any legal representation, and (b) to know the fees received by me and any other attorney with whom I associate in the course of representation of the client. Upon the settlement of any such action, I am obligated to include the MMP with those who have a right to know about a settlement, to the extent necessary to allow the MMP to have knowledge of the terms of the settlement, including all attorney(s) fees paid in the case, whether paid directly, by another party, or by settlement proceeds, so that the MMP may determine the portion of my fees to which it is entitled.
- XVI. I agree to keep accurate and organized files on any client referred to me through MMP for whom I render services beyond the 30-minute consultation. I agree, if requested, to provide the MMP with information regarding billing structure and fees in relation to clients referred through the MMP in a timely manner.
- XVII. I understand that the MMP will send out Quarterly Reports. I agree to provide accurate information on each report and remit a signed report **indicating the amount of fees I have collected from each MMP client and the dates on which the fees were collected**, on or before its due date. I understand that if I do not remit the Quarterly Report by its due date, I will be put on inactive status until the MMP receives them. I further understand that if I fail to remit two consecutive Quarterly Reports, I will be removed from all the MMP panels for the remainder of the membership year, pursuant to paragraph C(vi) of *Removal and Denial of Membership* included in this application.
- XVIII. I agree to bill the client at a rate of no more than \$55 per hour and ask for no more than \$600 as a retainer fee. In the event of the client's income increasing above 250% of the Federal Poverty Guidelines, I may charge my standard rate.

## Removal or Denial of Membership

- I. A panel member may be removed from the panel rotation for good cause as determined by the ARS Committee. Good Cause may include, but is not limited to:
  - a. Failure to truthfully report all fees collected from clients referred by the MMP
  - b. False statements on any application or other certification to the MMP.
  - c. Unexcused failure to meet a client at the appointed time.
  - d. Failure to provide a 30-minute consultation to a client.
  - e. Failure to provide a professional office space or other appropriate meeting place for clients.
  - f. Failure to return phone calls or answer letters of clients.
  - g. Failure to treat clients referred through the MMP in the same manner as other clients.
  - h. Failure to give notice to the client of fees and billing structure and to put any fee agreement in writing.
  - i. Failure to keep the client reasonably informed of the progress of the case.
  - j. Repeated refusal to accept referrals from the MMP when the reason is unrelated to the merit of the case.
  - k. Failure to respond or cooperate in the resolution of a client's complaint.

- l. Failure to carry on a relationship with the client and the MMP staff in a professional and businesslike manner.
        - m. Referral of a client to another attorney, instead of back to the MMP.
        - n. Two or more admonitions from the Office of Lawyers Professional Responsibility within a period of 12 months.
        - o. Failure to abide by the Application and Agreement of the MMP and all rules contained within it.
- II. ARS staff shall notify the panelist/applicant being considered for removal from the panel or denial of registration. The notice shall advise the panelist/applicant of the reason(s) for the proposed removal or denial, the right to a hearing, and the right to submit a written response.
  - a. The panelist/applicant shall be entitled to a meeting with the Chair(s) of the Attorney Referral Service Committee.
  - b. If the Chair(s) determines that there is cause for removal/denial, the panelist/applicant shall have a right to a hearing before a specially called meeting of the ARS Committee.
  - c. ARS staff shall notify the panelist/applicant of the decision of the ARS Committee by registered mail
  - d. If the ARS Committee determines there is cause for removal/denial, the panelist/applicant shall have the right to appeal to the Board of Directors of the Ramsey County Bar Association.
  - e. ARS staff shall inform the panelist/applicant of the decision of the Board of Directors by registered mail. The decision shall take effect on the date the notice is mailed.
  - f. At each stage of the Removal or Denial process, the panelist/applicant shall have the right to submit a written response to ARS staff, the ARS Committee and/or the Board of Directors of the Ramsey County Bar Association.
- III. Subject to a subsequent hearing as provided above, an applicant shall be denied registration and a panel member removed from the panel immediately and without hearing should any of the following occur:
  - a. Filing of a petition against the attorney for suspension or disbarment;
  - b. Suspension or disbarment from the practice of law;
  - c. Institution against the attorney of felony charges or of misdemeanor charges involving the theft, embezzlement, or fraudulent appropriation of money or other property;
  - d. Failure of the attorney to maintain current membership in the Minnesota State Bar Association and the Ramsey County Bar Association, if applicable;
  - e. Failure of the attorney to return a Referral Report after 60 days as outlined in Rule 24;
  - f. Failure of the attorney to remit two consecutive Quarterly Reports or Affidavits, as outlined in Rule 33;
  - g. Failure of the attorney to remit a current copy of his or her malpractice insurance within three months of its expiration, as outlined in Rule 16;
  - h. Adjudication by the Minnesota Supreme Court or related agency, or stipulation by the attorney to the following discipline: a) reprimand b) probation c) suspension or d) disbarment.
  - i. Misrepresentation by the panelist/applicant or failure to disclose in writing within thirty days of receipt, any discipline imposed by the Office of Lawyers Professional Responsibility, the Minnesota Supreme Court, or related agency.
- IV. A panelist removed from the MMP panels for failure to comply with Rule 16 regarding proof of malpractice insurance, Rule 24 regarding Referral Reports, or Rule 33 regarding Quarterly Reports, will be eligible to reapply for membership at the beginning of the next membership year. A panelist/applicant removed for violation of any other MMP rule must apply to the ARS Committee for reinstatement. After the decision to remove a panelist from the MMP panels/deny an applicant membership is made by either the ARS Committee or the Board of Directors of the Ramsey County Bar Association, the removed panelist must wait one year from the date of the removal before applying for reinstatement.
  - a. A panelist/applicant applying to the ARS Committee for reinstatement to the MPF panels must first submit a letter to ARS staff noting his/her interest in applying.
  - b. A meeting with the ARS Committee will be scheduled.
  - c. At the meeting, the panelist/applicant must demonstrate to the ARS Committee that steps have been taken to correct the mistake that caused the panelist/applicant's removal from the membership panels/denial of membership, and that the mistake will not occur again.
  - d. MMP staff shall notify the panelist/applicant of the decision of the ARS Committee by registered mail.
  - e. If the ARS Committee determines that the applicant/panelist is not eligible for reinstatement, the applicant/panelist may appeal the decision to the Board of Directors of the Ramsey County Bar Association.
  - f. MMP staff shall notify the panelist/applicant of the decision of the Ramsey County Board of Directors by registered mail.

# ARS PANEL SELECTION

You may select up to three panels with your membership fee.

(RCBA members, \$60; non-members, \$125) For additional panels, there is a \$10 charge per panel

Please be specific by checking sub-categories within each panel. Some sub-categories have experience requirements. Please read carefully to ensure you meet all the requirements.

ADMINISTRATIVE LAW

- Licensing
- Medicare/Medicaid
- HUD Appeals
- County Benefits Appeals

BANKRUPTCY

- Contested/Complex
- Personal
- Business

BUSINESS LAW

- Contract Litigation
- Formation/Dissolution of Business
- Pension & Profit Sharing

CIVIL LITIGATION

- Appeals
- Conciliation Court
- Libel/Slander
- Property Damage

CONSUMER/COMMERCIAL LAW

- Automobile
- Credit/Banking
- Collection
- Conciliation Court
- Contracts/Warranties
- Insurance

CRIMINAL LAW

- DWI
- Expungement
- Felony
  - Must have fully prepared for trial, including all pre-trial motions, or must have tried at least 2 felony cases within the past 3 years.
- Misdemeanor/Gross Misdemeanor
- Appeals

EDUCATION LAW

- Private
- Public

EMPLOYMENT LAW

- ADR
  - Must be listed on the Supreme Court's roster of neutrals.
- Contracts
- Discrimination/Harassment
- Employee Benefits
- Unemployment
- Union Matters
- Wrongful Termination

FAMILY LAW

- Adoption
- ADR
  - Must be listed on the Supreme Court's roster of neutrals.
- Cohabitation
- Custody/Support
- Domestic Abuse
- Paternity
- Separation/Divorce
- Post-Decree
- Child Protection (Chips)
- Other
  - Name change/pre-nuptial agreements

HARASSMENT ORDERS

IMMIGRATION LAW

LANDLORD/TENANT

- Landlord Representation Only
- Tenant Representation Only
- Both

MUNICIPAL LAW/LOCAL GOVERNMENT

PERSONAL INJURY

- Defense of P.I. claims

PROBATE, WILLS & ESTATE PLANNING

- Commitment
- Elder Law
- Estate Planning, Wills and Trusts
- Guardianship/Conservatorship
- Power of Attorney
- Probate

REAL ESTATE

- Business
- Commercial Leases
- Construction Law
- Residential
- Zoning, Condemnation
- Foreclosure
- Condo/Townhouse Assoc.

STRUCTURED SETTLEMENT TRANSFERS

TAXATION

OUT-STATE REFERRALS

Callers from outside Minnesota and the Metro area often call seeking a phone consultation with an attorney. By signing up for this panel, the attorney agrees to accept out-state and out of state referrals for the areas of law he/she has marked. ARS staff will set-up a 30-minute phone consultation with the attorney, where all the rules of ARS apply, including percentage fees. **There is no fee to the attorney for signing up for this panel.**

LAWYER TO LAWYER REFERRALS

The attorney agrees to consult with colleagues in out-state Minnesota and in other states in the areas of law he/she has marked. There is no \$30 administrative fee, but all other rules of ARS apply, including percentage fees. **There is no fee to the attorney for signing up on this panel.**

BY SIGNING THIS FORM, I AFFIRM THAT I HAVE READ, UNDERSTAND, AND AGREE TO ABIDE BY ALL THE RULES OF THE RCBA MODEST MEANS PROGRAM. I WAIVE MY CONFIDENTIALITY UNDER THE RULES ON LAWYERS PROFESSIONAL RESPONSIBILITY IN FAVOR OF THE MODEST MEANS PROGRAM, AND AUTHORIZE THE OFFICE OF LAWYERS PROFESSIONAL RESPONSIBILITY TO RELEASE A RECORD OF ANY AND ALL DISCIPLINARY ACTION, WHETHER COMPLETED OR PENDING, PUBLIC OR PRIVATE, DURING THE CURRENT MEMBERSHIP YEAR, AND TWO YEARS PRIOR, TO STAFF OF THE MODEST MEANS PROGRAM. I AGREE TO NOTIFY THE MODEST MEANS PROGRAM OF ANY COMPLAINTS FILED AGAINST ME WITH A DISCIPLINARY AGENCY WITHIN MY YEAR OF MEMBERSHIP. I UNDERSTAND THAT THE RULES OF MMP ARE SUBJECT TO CHANGE DURING THE MEMBERSHIP YEAR, AND I AGREE TO ABIDE BY THE CHANGES TO THESE RULES. I WILL NOT HOLD THE MODEST MEANS PROGRAM RESPONSIBLE FOR, OR PARTY TO, AN ACTION FOR NEGLIGENT REFERRAL AND WILL INFORM THE MODEST MEANS PROGRAM OF CASES I CANNOT HANDLE.

SIGNATURE OF ATTORNEY

DATE

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PRINTED NAME

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EMAIL COMPLETED APPLICATION, ALONG WITH DECLARATIONS PAGE OF MALPRACTICE INSURANCE, TO [ARS@RAMSEYBAR.ORG](mailto:ARS@RAMSEYBAR.ORG)  
TO PAY BY CREDIT CARD, CALL 651-222-0846  
TO PAY BY CHECK, MAIL TO RCBA, 332 MINNESOTA ST, SUITE W710, ST PAUL, MN, 55101