

# LEGAL SERVICES OF SOUTHERN MISSOURI



## PARTICIPATING ATTORNEY HANDBOOK

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## CHAPTER 1 - INTRODUCTION

Thank you for helping Legal Services of Southern Missouri (LSOSM) by becoming a member of the Participating Attorney Panel. With over 185,454 potential eligible clients in our forty-three county service area, your assistance is vital to making equal justice a reality for the low-income in our area. The staff of LSOSM have long been aware that we are unable to adequately respond to all of the legal needs of the low-income.

This handbook is intended to give you basic information on the operation of the Participating Attorney Panel and identify LSOSM program resources that may be available to you. We welcome and encourage your suggestions on how we can improve our assistance to you.

This may be a new experience for you in representing low-income people in our community. We are confident that you will receive special satisfaction and rewards from this service and look forward to working with you in fulfilling our professional responsibility.

## CHAPTER 2 - DEFINITIONS

**Applicants** – persons who are in need of legal assistance and do not have the resources to be able to afford one.

**Case Acceptance Priority Plan** – a listing of the types of cases (by subject) that may be accepted by Legal Services of Southern Missouri for assistance. This plan is established, approved, and reviewed by the Board of Directors of Legal Services of Southern Missouri.

**Directing Attorney** – a staff attorney having Judicare and *Pro Bono* Case management and assignment duties in the office assigning a case to a Panel Member.

**Judicare Case** – a case assigned by Legal Services of Southern Missouri, for which the Panel Member will have his or her case-related time reimbursed by Legal Services of Southern Missouri (see Section 8.4 - Judicare Case Fees).

**Panel Member** – an attorney who has agreed to become part of the Participating Attorney Panel. This term also includes staff in the Panel Member's office.

**Participating Attorney Panel** – a group of attorneys who have agreed to accept Judicare and/or *Pro Bono* Cases assigned by Legal Services of Southern Missouri.

***Pro Bono* Case** – a case assigned by Legal Services of Southern Missouri, for which the Panel Member provides services without charge.

## CHAPTER 3 - CASE MANAGEMENT

### Section 3.1 - Case Intake

Applicants are initially interviewed by LSOSM staff using a standard application for legal assistance. Financial eligibility and legal problems are identified in this application. Applications are reviewed and may be approved for assistance based on the financial eligibility, legal issue, legal merit, and whether the issue fits within LSOSM's Case Acceptance Priority Plan.

### Section 3.2 - Case Assignment

A roster of active Panel Members will be maintained by LSOSM. A staff member may contact a Panel Member who has indicated a willingness to accept cases matching the client's problem. Referrals will be made based on legal issue, an applicant's preference of a specific Panel Member, and the Panel Member's expertise. A staff member will mail a case assignment letter (for Judicare cases, this will include a total number of dollars that are approved), client's application, Certificate of Indigency (where appropriate), retainer agreement, Client Information Form, case closure form, and other relevant documents.

The staff member will send the client a letter stating that their application has been accepted, assigned to the Panel Member, and instructing them to call the Panel Member's office. This letter will include the name, address, and telephone number of the Panel Member accepting the case.

In all *Pro Bono* Case referrals, LSOSM will screen to try to ensure the client's problem is clearly meritorious and can be resolved with an expenditure of a reasonable amount of time. While no fees will be paid for representation of *pro bono* clients, LSOSM will reimburse the Panel Member's out-of-pocket expenses.

### Section 3.3 - Retainer Agreement

At the first attorney-client contact, the Retainer Agreement should be reviewed and signed by both the client and Panel Member. The Retainer Agreement must be signed and returned to LSOSM immediately. Failure to return the Retainer Agreement may result in termination of services, and Panel Member's billings will **not** be paid until the properly executed Retainer Agreement is returned to LSOSM.

### Section 3.4 - Case Closure Form

The Case Closure Form should be retained in the lawyer's client file until services are completed; it should then be returned with the final billing. The Panel Member should indicate the most appropriate closure reason. If the case was a *Pro Bono* Case, any time expended should be reported in the appropriate place. (For Judicare cases, if you wish to donate some of your time or if you expend time on a case that cannot be paid for under this program, please report that time in the same place.)

### **Section 3.5 - Closure Reasons**

- Counsel and Advice – A case closed as the result of the provision of legal advice to an eligible client in a case, e.g., the review of relevant information and the counseling of the client on action(s) to take to address a legal problem. The advice MUST prescribe a specific course of action. To be an acceptable form of Advice, the advice given to the client MUST fit within one of the following ABA standards:
  - i. Preventive advice to help the client avoid legal problems by advising them of appropriate steps to take;
  - ii. Defensive advice regarding steps that might be taken in the face of threatened litigation or other adverse action; or,
  - iii. Affirmative advice regarding how to proceed to assert a right or a claim.
- Brief Services – A case closed in which the attorney took limited action(s) on behalf of an eligible client that addressed the client's legal problem and that is not so complex as to meet the requirements for Extensive Service. For example, communications by letter, telephone or other means to a third party; preparation of a simple legal document such as a routine will or power of attorney.
- Negotiated Settlement Without Litigation – A case closed through negotiation with an actual settlement prior to initiation of court or administrative action.
- Negotiated Settlement With Litigation – A case closed through negotiation with an actual settlement during a court or administrative action, e.g., the resolution of a dispute after an action has been filed.
- Administrative Agency Decision – A case closed as a result of an action taken by an administrative agency or body, e.g., a welfare department.
- Uncontested Court Decisions – A case where either there is no adverse party or the adverse party does not contest the case, and a court decision is rendered.
- Contested Court Decisions – A case where there is an adverse party, that party contests the case, and a court decision is rendered.
- Appeals – An appeal to an appellate court taken from a decision of any court or tribunal (does not include appeals taken from administrative agency decisions or lower trial court decisions to a higher level trial court acting as an appellate court).
- Extensive Service – A closed case that does not result in a settlement or court or administrative action. A case in which the program undertook extensive research, preparation of complex legal documents, or extensive interaction with third parties on behalf of an eligible client. Some examples include the preparation of complex advance directives, wills, contracts, real estate documents or other legal documents, extensive interaction or negotiations with another party not ending in a negotiated settlement, and cases closed after litigation is initiated but do not result in settlement, or court decision, or where an order of withdrawal or voluntary dismissal is entered.

### **Section 3.6 - Case Appeals**

No Panel Member shall undertake an appeal to an Appellate Court without first obtaining approval from the Executive Director of LSOSM.

If any Panel Member seeks an appeal on behalf of his or her client, he or she should write a letter to the Executive Director outlining:

1. The probable merit of the appeal;
2. The potential loss or hardship to the client;
3. The relationship of the issues involved to the priorities of the program and the needs of the client community; and,
4. Such other material as the Executive Director may require.

### **Section 3.7 - Grievance Procedure**

If a Panel Member disagrees with a decision of the Directing Attorney concerning payment of a bill, he or she may file a grievance. The grievance should first be presented to the Directing Attorney. If the problem is not resolved, the Directing Attorney will refer it to the Executive Director. The Directing Attorney will present any written information from the Panel Member to the Executive Director. If the Panel Member is not satisfied with the decision of the Executive Director, the grievance is forwarded to the Board Grievance Committee. The Panel Member will be informed of the decision of the Grievance Committee in writing.

### **Section 3.8 - Client Feedback**

When a case is closed, a "Client Satisfaction Survey" is mailed to the client to determine the client's perception of the services performed, resolution of the problem, and overall client satisfaction. When returned, the form is reviewed by the Directing Attorney. All complaints, irregularities, or indications of dissatisfaction are investigated and corrective action is taken, if necessary.

## CHAPTER 4 - RESOURCE ASSISTANCE

### **Section 4.1 - Case Consultation**

LSOSM staff is generally available to Panel Members for consultation on cases referred to them. Any Panel Member desiring case consultation may contact the Directing Attorney who will assist the Panel Member or have an appropriate staff member contact the Panel Member with assistance.

### **Section 4.2 - Training**

If a number of Panel Members express interest in obtaining training in a specific poverty law issue, LSOSM will attempt to coordinate a training session on the requested topic. Panel Members are encouraged to give suggestions to the Directing Attorney on training sessions that would be useful so that LSOSM can develop a practical and useful training program.

### **Section 4.3 - Library**

LSOSM maintains an extensive computerized library covering both state and federal law as well as special poverty law materials. LSOSM staff will be available to assist Panel Members with computerized research.

### **Section 4.4 - Attorney/Client Problems**

Should a Panel Member experience problems, particularly communication problems, during the representation of a client, the Panel Member is encouraged to contact the Directing Attorney to seek assistance in amicably resolving the problem. Low-income clients often experience other difficulties that interfere with pursuing a legal resolution; LSOSM will try to provide assistance to resolve those difficulties.

### **Section 4.5 - Relationship of LSOSM Staff to Panel Members**

LSOSM staff may work with Panel Members as co-counsel, or serve as back-up in cases where such aid is requested or deemed necessary. However, this is not meant to imply that a relationship of co-counsel of record need exist in all such cases.

The Directing Attorney may periodically schedule a review of specific cases with attorneys. Monitoring of case status and progress is required by Legal Services Corporation standards and regulations.

## CHAPTER 5 - MALPRACTICE COVERAGE

### **Section 5.1 - Malpractice Coverage**

Every Panel Member working on Judicare cases is encouraged to carry a current professional liability insurance policy. Under Section 105.711 RSMo, Panel Members working on *Pro Bono* cases may also be covered by monies provided by the State Legal Expense Fund. More information on this law may be requested from the Directing Attorney.

LSOSM maintains malpractice insurance coverage on legal activities provided by attorneys on approved cases.

## CHAPTER 6 - COSTS AND ATTORNEY'S FEES

### Section 6.1 - Filing Fees

RSMo §514.040.3 provides that in civil actions all costs and expenses of Legal Services clients related to the prosecution of the suit may be waived without necessity of a motion and court approval. LSOSM must first determine that the client is unable to pay the costs, fees and expenses necessary to prosecute or defend the action. If that determination is made, a "Certificate of Indigency" will be provided to the Panel Member, which should then be filed with the Circuit Clerk.

The Eastern District Court of Appeals has ruled that the words "may be waived" is not discretionary, but mandatory, and applies to GAL fees. State ex rel. Holterman v. Patterson, 29 S.W.3d 784 (Mo.App. E.D. 2000). The Southern District Court of Appeals in Carpenter v. Carpenter, No 26667 (Mo.App. S.D. 2005) used Holterman to find GAL fees were not assessable against a person represented by LSOSM. In Alberswerth v. Alberswerth, 184 S.W.3d 81, n.15 (Mo.App. W.D. 2006), the Western District made a footnote exception to a requirement of a person to pay GAL fees. Transcripts of court proceedings have also been included in the list of items for which clients may not be charged, State ex rel. Wecker v. Ohmer, 105 S.W.3d 511, (Mo.App. E.D. 2003).

This Certificate may only be used in suits filed in Missouri Courts and is not recognized by Federal Courts. In courts where the Certificate cannot be used, every potential client will be advised prior to acceptance of his or her application that the costs of litigation (other than attorney fees) must be paid by the client.

If a Missouri Court refuses to honor the "Certificate of Indigency", the Panel Member should contact the Directing Attorney.

### Section 6.2 - Other Litigation Costs

No fees or charges for attorney services may be charged to clients in any cases referred by LSOSM. In some circumstances, the client may be required to pay the expenses of other costs.

These costs may include:

1. Publication Costs
2. Deposition Costs
3. Transcripts
4. Guardian ad litem fees
5. Medical reports
6. Service of Process fees

If a Panel Member believes that a client will suffer immediate and serious harm if not assisted in paying costs, he or she should contact the Directing Attorney to request payment of the costs.

### **Section 6.3 - Fee-Generating Cases**

Applicants who have potential fee-generating or contingent-fee cases are initially referred to a lawyer referral service. However, if two (2) attorneys review the case and decline representation on a contingency fee basis, the eligible client may return to Legal Services, complete an application and be considered under normal case acceptance policies.

### **Section 6.4 - Attorney's Fees**

A Panel Member working on a *Pro Bono* Case may seek and obtain attorney's fees where authorized by law from an opposing party or where a statutory fee may be available. The Panel Member in that *Pro Bono* Case may retain any fees recovered. This should be explained to the client in the initial interview. If a Panel Member does obtain attorney's fees in a *Pro Bono* Case, the Panel Member must notify LSOSM as that case may not be reported by LSOSM as a *Pro Bono* Case under Section 105.711 RSMo.

Panel Members working on a Judicare case referred by LSOSM may claim and collect attorney's fees on behalf of LSOSM as a result of representation of a client in courts or administrative litigation, where an award of attorney's fees is available pursuant to federal or state law. For purposes of this policy, "attorney's fees" means an award to compensate an attorney of the prevailing party made pursuant to common law or federal or state law permitting or requiring the awarding of such fees. "Award" means an order by a court or an administrative agency that the unsuccessful party pay the attorney's fees of the prevailing party, or an order by a court or administrative agency approving a settlement agreement of the parties which provides for payment of attorney's fees by the adversarial party.

Panel Members requesting and being granted attorney's fees should notify the court of their representation on behalf of Legal Services of Southern Missouri. The judgment for attorney's fees should be made in the name of and for the benefit of Legal Services of Southern Missouri and at the current rate charged by private lawyers with similar levels of experience for similar work in the local court.

LSOSM can never obtain attorney's fees directly or indirectly from our client.

## CHAPTER 7 - CLIENT ELIGIBILITY STATUS

### Section 7.1 - Financial Eligibility Standards

To be eligible for representation, a client must be within the LSOSM's financial eligibility standards as set by LSOSM's Board of Directors. Currently, the basic standard is 125% of the federal poverty guidelines. Note that income eligibility is based on total cash receipts before taxes on all persons who are in the household. Clients who are 60 years of age and older may be eligible for services even if they have income in excess of the financial eligibility standards, when the costs of the needed services exceed the client's reasonable ability to pay.

If a person's income is less than the maximum level stated above, such person shall be ineligible if he/she has net assets in excess of \$1,000. If there are two or more resident members of the applicant's household, net assets cannot exceed \$2,000. Assets considered shall include all liquid and non-liquid assets of all persons who are members of a household, excluding:

1. Assets of the household to which the individual seeking representation does not have access;
2. The household's principal residence;
3. Household goods, personal effects, including one burial plot per household member, and the cash value of life insurance policies;
4. The cash value of pension or retirement plans or fund;
5. Vehicles used for transportation;
6. Assets used in producing income;
7. Other assets which are exempt from attachment under State or Federal law; and
8. Any household member's assets where the household member is an alleged perpetrator of domestic violence against the applicant. No assets of the alleged perpetrator, or assets jointly held by the applicant with the alleged perpetrator of the domestic violence, or assets jointly held by any member of the applicant's household with the alleged perpetrator of the domestic violence will be considered.

### Section 7.2 - Change in Eligibility Status

Clients will be screened as to their financial eligibility based on the information available at intake prior to referral for representation. However, should the Panel Member gain information during the course of representation that the client is no longer financially eligible for service, the Panel Member should notify the Directing Attorney of the change in eligibility status for consideration. The Panel Member may be required to withdraw from providing further service. However, the Panel Member should not withdraw if to do so would materially harm the client's legal position. Should withdrawal be necessary, the Panel Member may continue representation on an agreed fee basis or refer the client to a lawyer referral service.

## CHAPTER 8 - DOCUMENTATION

### **Section 8.1 - Client Files**

LSOSM will maintain an information file on each client referred and the Panel Member will maintain and have sole control over the basic working file of the client. The information file maintained by LSOSM will have the intake information on the client, the name, address and telephone number of the Panel Member handling the case, records of any program assistance provided, and the disposition report.

### **Section 8.2 - Payments for Legal Services**

Each Panel Member must keep separate time and expense records on each client. Because of LSOSM's billing requirements, each Panel Member must keep records on each case that allow the Member to submit itemized bills for services and expenses. Itemization on bills must include date of service, work performed on each date, and time used on each date.

### **Section 8.3 - Statements**

The funding structure of LSOSM requires monthly billing by each Panel Member for Judicare cases. Attorneys working on fixed-fee cases should report on case status at least quarterly. Billing shall be submitted to the office that assigned the case; that office is responsible for reviewing and approving bills according to internal policies and procedures. Checks are normally mailed on the last workday before the 15<sup>th</sup> and on the last workday of each month.

Bills received, approved, and processed by the 1<sup>st</sup> of the month will be paid by the 15<sup>th</sup>. Bills received, approved, and processed by the 15<sup>th</sup> of the month will be paid by the last business day of the month. The Panel Member can expect a wait of at least two weeks before receiving payment on bills, depending on the date bills are received, approved, and processed. Panel Member should allow LSOSM at least four (four) business days to review, approve, and process bills.

LSOSM must be billed within 90 days of the date service was actually rendered. LSOSM reserves the right to refuse payment of bills requesting payment for work done more than 90 days before the date of the billing.

Each Panel Member is requested to use the standard billing form for monthly statements. This form complies with requirements set forth in Section 8.2 - Payments for Legal Services, above. Each interim bill should include a brief note as to the status of the case. Final bills should include information as to the results of action taken; for example, "court decision in favor of client," or "benefits reinstated."

Total time spent on *Pro Bono* Case assignments is to be reported on the case closure form when the case is closed; however, time spent on every *Pro Bono* Case should be reported at least quarterly.

#### **Section 8.4 - Judicare Case Fees**

A set maximum number of hours of service has been established for different categories of legal problems. The maximum fee allowed on an assigned Judicare Case will be determined by the Directing Attorney on a case-by-case basis at the time of case assignment (that amount will be on the attorney's case assignment letter). Compensation is made at the rate of \$5.00 for 1/10 of an hour, or \$50.00 per hour. Attorneys should bill in increments of 1/10 (.1) of an hour.

The number of hours established for each category of legal problem does not represent a fixed fee that will be paid to the Panel Member. Rather, the number of hours established for each category of legal problem is an estimation of the maximum amount of time necessary to solve or conclude a problem of that type. If a particular client's legal problem is solved or concluded in less time than that represented by the number of unit assigned, the Panel Member should bill only for the hours actually used in assisting the client.

Occasionally, a case will be assigned at a fixed-fee rate. Normally, this type of case will be an uncontested issue. Cases in this category currently include bankruptcy and guardianship. A statement for one-half (1/2) of that fixed-fee should be submitted after a pleading has been filed. A copy of that pleading should be included with that statement. The remainder of the fixed-fee amount will be paid upon submission of a closure form, final bill, and evidence of final services rendered (for example, a judgment).

LSOSM reserves the right to refuse payment for any hours billed but not devoted to client representation or assistance and further reserves the right to refuse payment for any unreasonably excessive services.

Occasionally, the number of hours assigned will be insufficient to cover all the services rendered to the client. This will most often occur when unusual or extraordinary circumstances develop after the client is referred to the Panel Member or which were not apparent or evident at the time the client was approved. In such situations, the Panel Member may contact the Directing Attorney by letter and request the allotment of additional hours—a standard “Request for Additional Hours” form is available upon request. Approval of additional hours is discretionary with the Directing Attorney and will be limited to unusual and extraordinary situations. Requests for additional hours should be submitted to the Directing Attorney before expending the time for which the additional hours are requested.

Fees paid under this program are not intended to cover all costs or all billable time a Panel Member may render on behalf of a client. This program is intended to reduce the burden of the *pro bono* efforts of the private bar and to encourage the acceptance of cases that might not otherwise be accepted for representation. When possible, it is requested that attorneys still report time they expend on cases, even though it may not be payable under this program. Such time will be used to substantiate the *pro bono* efforts of the private bar.

### **Section 8.5 - Expenses Reimbursement**

In addition to the fees charged for legal services at the rate of \$50.00 per hour, out-of-pocket expenses will be reimbursed as follows:

- A. IRS Mileage Reimbursement rate for travel directly related to the representation of the client;
- B. 15¢ per photocopy;
- C. Actual costs of long-distance telephone calls;
- D. Actual cost of postage; and
- E. 25¢ per facsimile copy either sending or receiving.

No expenses should be incurred for the taking of depositions or other significant litigation expenses without the prior approval of the Directing Attorney.

### **Section 8.6 - Progress and Disposition Reports**

When monthly bills have not been received for 90 days on a Judicare case, LSOSM will contact the Panel Member assigned to that case for status information and to see if any program assistance is needed

When quarterly reports have not been received for six months on a *Pro Bono* Case, LSOSM will contact the Panel Member assigned to that case for status information and to see if any program assistance is needed.

## CHAPTER 9 - PRIVATE ATTORNEY REFERRALS

If a Panel Member knows someone that may be eligible for legal assistance through LSOSM, please instruct that person to call an LSOSM office. The person should be told that they will be asked to complete an application for assistance. The person will be assisted by an intake specialist that will complete their application. They do not need to speak to the Directing Attorney.

It is helpful if the Panel Member tells the applicant to mention that the Panel Member referred him or her, and to indicate whether or not the Panel Member is willing to take the case if it is approved. If the applicant is rejected for services and the referring Panel Member does not understand why, he or she may contact the Directing Attorney to discuss the case.

## CHAPTER 10 - INCOME TAXES

In order to comply with IRS regulations, LSOSM is required to keep current taxpayer identification information on file for all persons who will receive 1099 forms at the end of the fiscal year. If the Panel Member changes his or her taxpayer identification number during the year, please forward that information to LSOSM as soon as possible. In November of each year, each law firm may be contacted and asked to provide any corrections to the tax identification numbers already on file with the office.

Law firms that file a corporate return should supply their Federal Employer Identification Number. Those firms whose members file separate returns should supply the Social Security Numbers of each individual Panel Member who has been paid more than \$600.00 by Legal Services of Southern Missouri during a calendar year.

## CHAPTER 11 - WITHDRAWAL FROM THE PANEL

Although the vitality of this project depends heavily on the members of the Panel, changes in circumstances may require a Panel Member to withdraw from the panel. The withdrawing Panel Member should complete any existing cases that have been referred through this project. The Panel Member should promptly notify the Directing Attorney of the decision to withdraw so no further cases will be referred.

## CHAPTER 12 - CASE MANAGEMENT WEBSITE—JUDICARE EXTRANET

To help with management of the Panel Member's LSOSM cases, LSOSM will make a case management website available. This website will allow the Panel Member to perform routine actions within LSOSM cases, including:

- A. Billing—both the upload of a bill reduced to electronic format (e.g., PDF), as well as the manual creation of a bill on-line.
- B. Request for Additional Hours—the ability to request additional hours be assigned to the case.
- C. Retrieval of case documents, including opening letter, retainer agreement, and other documents associated with the case.
- D. Review previous bills, including payment information.
- E. Upload case documents.
- F. Closure—the ability to note a case as closed, the reason for closure, and date.

The website may be accessed at <HTTPS://JUDICARE.LSOSM.ORG>

Note that to access and use the Judicare website, you must use the HTTPS address above. The “S” on the end of HTTP indicates you are using a secure connection to the server (much like using a bank's website). If you do not include the “S”, you will not be able to connect to the website.

To access the Judicare Extranet, the Panel Member must complete and sign the Participating Attorney Agreement. The Panel Member's user name is his or her e-mail address. The Panel Member's password is initially chosen by the Panel Member using the Agreement form, and must be reset by Panel Member periodically.

The Panel Member is responsible for use of the website under his or her user name—this includes the Panel Member giving his or her staff the user name and password for the website. If the Panel Member believes his login information has been compromised (for example, someone unauthorized has gotten it), the Panel Member will notify LSOSM immediately at (417) 881-1397 or 1-800-444-4863.

Use of the Judicare Extranet is also subject to the terms and conditions referenced on the login page of the Judicare Extranet and as they may be modified from time to time.

During certain times, the Judicare Extranet may be unavailable for use due to maintenance and upgrades.

## CHAPTER 13 - ELECTRONIC RECORDS

LSOSM may keep any and all records relating to the Panel Member, including (but not limited to) assignment of cases and tax information, in electronic format.

## CHAPTER 14 - MAXIMUM FEES ALLOWED

The maximum fee allowed on an assigned Judicare Case will be determined by the Directing Attorney on a case-by-case basis at the time of case assignment. The only exceptions are cases paid on a fixed-fee basis.

The following are the maximum billable hours or fixed-fee amounts that will be paid by substantive legal problem areas:

- 1. Consumer Finance**
  - A. Bankruptcy - fixed-fee rate of \$500
  - B. All Others - 6 to 20 hours
- 2. Family Law**
  - A. Guardianship - fixed-fee of \$300
  - B. Dissolution - 14 to 20 hours
  - C. All Others - 6 to 20 hours
- 3. Juvenile**
  - A. 12 to 20 hours
- 4. Health**
  - A. 8 to 20 hours
- 5. Housing**
  - A. 6 to 20 hours
- 6. Income Maintenance**
  - A. 8 to 20 hours
- 7. Miscellaneous**
  - A. Simple Wills - 3 to 4 hours
  - B. All Others - 3 to 20 hours

**Appeals** - Maximum number of hours assigned will be determined at time of appeal approval.

**Interview Only** - \$25.00 per hour

## CHAPTER 15 - MODIFICATION AND UPDATES

This Handbook may be modified, amended, and updated from time to time. These changes may be made due to changes in applicable federal or state law, federal or state regulations, or changes in LSOSM's policies and procedures. Notifications of changes to this Handbook will be made on the login page of the Judicare Extranet system. Panel Member agrees to abide by changes to this Handbook.

The latest version of the Handbook may be found on the login page of the Judicare Extranet ([HTTPS://judicare.LSOSM.org](https://judicare.LSOSM.org)) or a printed copy may be requested by calling the Springfield office.

## CHAPTER 16 - MODIFICATIONS AND CHANGES MADE

1. 2010-03-25
  - A. Changes to “Attorney's Fees” section. Reflects changes to LSC's regulation regarding the request for and grant of attorney fees from opposing parties.
2. 2008-11-19
  - A. Judicare website changed throughout document from <https://www.lsosm.org/judicare> to <https://judicare.lsosm.org>