



# **South Coastal Counties Legal Services**

**PRIVATE ATTORNEY INVOLVEMENT PROJECT**

**COMPENSATED ATTORNEY PROGRAM**

***POLICIES & PROCEDURES***

# **COMPENSATED ATTORNEY PROGRAM**

## **POLICIES & PROCEDURES**

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COMPENSATED ATTORNEY PROGRAM  
POLICIES & PROCEDURES

I. Panel

A. Membership

Membership on the panel will be open to all attorneys who are members in good standing of the Massachusetts Bar.

Membership will also be conditioned on the signing of a contract which incorporates the Policies and Procedures of the Compensated Attorney Program ("Program").

B. Withdrawal and Removal from Panel

A participating attorney may withdraw from the panel at any time in writing to the Private Attorney Involvement Project. In case of termination by an attorney, the attorney shall complete all cases accepted by the attorney unless otherwise agreed to by the Program.

South Coastal Counties Legal Services, Inc. ("SCCLS") reserves the right to remove an attorney from the panel or to suspend her or him for a period of time upon written notice to the attorney, if the attorney's actions in providing legal assistance to a legal services-funded client result in disciplinary action by the Board of Bar Overseers or for other reasons related to the attorney's ability to represent SCCLS clients.

C. Attorney Grievance Procedure

If an attorney has a complaint arising out of the Policies and Procedures, the attorney should communicate the complaint in writing within a reasonable time to the Executive Director of SCCLS.

II. Intake and Referral

A. Eligibility

SCCLS staff will make all determinations on client eligibility in accordance with its existing policies and procedures. If it appears that a person is eligible, the prospective case will be reviewed to determine whether the case is appropriate for a private attorney referral.

## B. Case Assignment

If a decision to refer the case is made, SCCLS will consult the list of panel members available in the area of law in which the client has a problem. Referrals will be made on a rotating basis according to geographic consideration and case type preferences.

The panel members will be contacted by SCCLS to ensure that the attorney can see the client for an initial interview. SCCLS will then call or write the client, give her or him the name, address, and telephone number of the attorney and instruct the client to call the attorney as soon as possible to schedule an appointment.

Referrals will be confirmed in writing. The client will be sent a letter containing the name, address, and phone number of the lawyer and urging the client to call the attorney immediately if she or he has not already done so. The letter will also refer to the Program's policies regarding legal fees and costs and to the Representation Agreement which is mailed to the attorney and must be signed by the client and the attorney. A copy of the Client Grievance Procedure will be enclosed. Simultaneously, the attorney will be sent a confirmation letter containing the name of the client, the case file number, the maximum fee amount, a Representation Agreement signed by SCCLS, and other information pertaining to billing and costs. The attorney will also be reminded to return the signed Representation Agreement and a completed Attorney Intake Form to SCCLS as soon as possible. Attached as Appendix B is a list of the cities and towns covered by SCCLS.

## C. Case Acceptance

In order to participate in the Program, an attorney must sign an agreement to abide by the Policies and Procedures of the Compensated Attorney Program. A panel member, however, will have the option to accept or reject a particular case and will so indicate on the Attorney Intake Form which must be completed and returned to SCCLS before fees are released.

If the attorney rejects the case, the client will be assigned to another participating attorney. If the attorney accepts the case, then she or he will render services in accordance with the Policies and Procedures of this Program.

## D. Representation Agreement

A Representation Agreement (Appendix A) setting out the obligations and rights of SCCLS, the private attorney, and the client must be signed by all three parties at the beginning of the case. Fees and expenses will not be paid unless this Agreement is signed and received by SCCLS.

### III. Financial Management

#### A. Fees

Panel attorneys will be compensated at the rate of \$50.00 per hour, and each case type will be assigned a fee maximum (A fee schedule setting forth the fee maximum for each case type is attached hereto as Appendix C).

Attorneys will be required to submit a Monthly Billing Form no later than 15 days after the end of the preceding month in which the work was performed indicating the services, the date, and the time in hours and tenths of hours. The Form will also contain a brief description of the status of the case and an estimated date of completion.

Once the case is completed, the attorney must submit a Final Billing Form, accompanied by a completed Case Closure Report, and copies of any final documents, orders, and the like.

All bills will be reviewed by SCCLS's Executive Director and Fiscal Officer or his/her designee. When bills are approved, they will be paid within approximately 30 days of the date they are received by SCCLS.

#### B. Expenses

Panel attorneys will be reimbursed by SCCLS for out-of-pocket expenses to a maximum of \$50.00 per case and in excess of \$50.00 with prior approval of SCCLS's Executive Director or his/her designee. Expenses will include the standard mileage rate allowed by the IRS for travel related to a case; photostatic reproductions in the attorney's office; charges for long distance telephone calls; postage in excess of \$1.00 per piece; and other expenses as necessary for the successful litigation or handling of a case.

#### C. Costs

Participating attorneys must exhaust all feasible resources for payment of costs, including affidavits of indigency where appropriate. Attorneys should also, where possible, take action to ensure that costs fall upon adverse parties.

It is SCCLS policy not to pay litigation costs, and if these costs cannot be funded elsewhere, they must be borne by the client. In certain exceptional cases, SCCLS may assume responsibility for the costs. Panel attorneys are not expected to advance litigation costs to clients but are asked to give SCCLS ample notice if it appears they will need to pay such items.

#### D. Requests for Additional Funding

All fees in excess of the maximum and any expenses in excess of \$50.00 must be approved by SCCLS prior to being incurred or reimbursement will not be allowed.

If an attorney expects to exceed the authorized amount, she or he must request in writing detailing the reason(s) the request is being made at that time.

If the additional funding is approved, the attorney will be notified of the decision in writing as soon as possible.

Attorneys are not to request waivers of the maximum fee or expenses except in rare instances; and due to budgetary consideration, waivers will seldom be granted.

#### E. Fees Received from Other Sources

SCCLS and the Attorney agree that the Attorney can claim, collect or retain attorney's fees that may be awarded by a court as part of the judicially determined remedy and will reimburse SCCLS for any payment made to the Attorney in the representation of the Client.

#### F. Fees Where Change of Attorney Occurs

If an unforeseeable emergency should arise and an attorney is unable to complete a particular case, the attorney must inform SCCLS as soon as possible. SCCLS staff will either represent the client for the duration of the case or assign the case to another attorney from the panel.

In cases in which one attorney assumes the case of another attorney prior to closure of the case, the total fee disbursement to both attorneys shall not exceed the fee maximum without the express approval of the Executive Director. Participating attorneys who cooperate in handling a single case may agree on an appropriate distribution of compensation. If participating attorneys cannot or do not agree how the fee shall be divided, then SCCLS will evaluate the services provided by each and compensate accordingly. Requests for waiver of the fee maximum may be made in special circumstances.

#### G. Appeals

If an attorney feels that an appeal or supplementary process is necessary, the attorney must submit a request in writing to the program detailing the reason(s) the request is being made. The request will be reviewed by SCCLS, and the attorney will be informed of the decision as soon as possible.

#### H. Changes in Eligibility

If changes in the client's financial eligibility come to the attention of the panel attorney, the attorney shall forward such information to SCCLS so that client eligibility for free legal services can be redetermined.

If there is a change in eligibility and the matter becomes fee-generating either because the client is over the Legal Services Corporation's income eligibility guidelines or because the case is likely to result in an award of damages sufficient to support a fee, SCCLS will be released from further liability for any legal fees incurred and the client will have the alternative of continuing with the attorney or seeking other representation.

If a panel member finds that a referred case is fee-generating, the attorney shall notify SCCLS immediately.

#### IV. Quality Control

##### A. Client Grievance Procedure

The client must first bring her or his complaint to the attention of the attorney and make every effort to resolve the problem with the attorney. If, after discussing the complaint with the attorney, the client is still dissatisfied, she or he may then call or write SCCLS's designated Managing Attorney who will attempt to resolve it through informal discussion with the client, and if necessary, the attorney.

##### B. SCCLS Case Assistance

Each case that is assigned to a panel attorney will also be assigned to a legal services staff attorney who will be available to assist the panel member whenever appropriate or desirable. SCCLS may, from time to time, inquire into the progress of a case and/or request copies of various pleadings and memoranda to include in the program's resource file.

##### C. Training and Technical Assistance

SCCLS staff will provide panel members with technical assistance and resource materials on substantive and procedural areas of the law that are the subject of case referrals. Participants in the Program who are inexperienced in areas of the law that are the subject of cases they have agreed to accept will be required to complete appropriate continuing education. SCCLS staff and/or PAI mentors will be available to attorney, if necessary or requested.

##### D. Tickler System

A tickler system will be maintained by SCCLS to ensure that necessary forms and materials are sent out and returned and that cases are proceeding at a reasonable pace. Attorneys will receive an Attorney Ticker Sheet designed to help panel members keep track of materials which they are required to submit SCCLS on each case.

##### E. Attorney's Files

All case files of clients referred by SCCLS to panel members shall be available for review by SCCLS.

##### F. Client Survey

When a case has been completed by a panel attorney, SCCLS will either send to the client a client survey sheet (Appendix D) or call the client and inquire about the handling of her or his case. The survey has been designed to evaluate client satisfaction with the Compensated Attorney Program as a method of delivering services to low income residents of Southeastern Massachusetts.

## APPENDICES

- Appendix A - Representation Agreement
- Appendix B - SCCLS Service Area
- Appendix C - Fee Schedule
- Appendix D - SCCLS Income & Assets Eligibility Policy
- Appendix E - Current Income Eligibility Guidelines



Appendix A  
**South Coastal Counties  
Legal Services**

REPRESENTATION

AGREEMENT

The undersigned hereby enter into an Agreement whereby \_\_\_\_\_ (hereinafter referred to as the “Client”) will be represented by \_\_\_\_\_ hereinafter referred to as the “Attorney”) in the following matter:

This Agreement is binding on all three parties, and includes the Agreement in its entirety.

**SCCLS and the Attorney: Attorney’s Fees**

SCCLS and the Attorney agree that the Attorney can claim, collect or retain attorney’s fees that may be awarded by a court as part of the judicially determined remedy and will reimburse SCCLS for any prior payment made to the Attorney in the representation of the Client.

**SCCLS and the Attorney**

The Attorney agrees to represent the Client in the matter set out above in accordance with the policies and procedures of SCCLS’s Compensated Attorney Panel. An appeal of this matter, or other matters involving the Client, is not covered by this Agreement unless a separate application for service has been made to and approved by SCCLS. The contents of Client files shall be made available for review by SCCLS and SCCLS may also consult the Attorney about the progress of the case in order to monitor the effectiveness of Client service provided with grant funds managed by SCCLS.

**Client’s Obligation to the Attorney**

The Client shall cooperate with the Attorney by being prompt for all interviews and conferences, making all required court appearances, and providing the Attorney with all information and documents requested.

The Client shall also inform the Attorney of any change in telephone number and address so that the Attorney may contact the Client. The Client is also required to inform the Attorney, as well as SCCLS, of changes in the Client’s financial status.

**Fees and Costs and Expenses**

SCCLS agrees to pay the Attorney all legal fees up to maximum hours allowed for this case at the rate of \$50.00 per hour.

**No additional fees will be paid to the Attorney unless a written application for additional funding is submitted by the Attorney and is approved in writing by SCCLS prior to incurring additional costs.**

**The Attorney agrees to accept payment for this matter through SCCLS and not to seek payment of any fees from the Client at any time with respect to this matter.**

Costs and expenses will be paid in accordance with SCCLS's Policies and Procedures for the Compensated Attorney Panel. The Attorney agrees to seek a waiver of costs by In Forma Pauperis proceedings wherever feasible.

The Attorney agrees to reimburse SCCLS should the Attorney succeed in an award of attorney's fees greater than the SCCLS payment.

**Client Eligibility**

If there is a change in eligibility or if the matter becomes fee-generating, the Attorney and the Client will promptly notify SCCLS.

**SCCLS reserves the right to terminate this Agreement if it determines that the Client is no longer eligible for free legal services.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
For South Coastal Counties Legal Services, Inc.

Appendix B

**SERVICE AREA**

BARNSTABLE COUNTY

BRISTOL COUNTY

DUKES COUNTY

NANTUCKET COUNTY

PLYMOUTH COUNTY

(Except for Towns of Hingham, Hull, Norwell and Scituate)

TOWNS of AVON & STOUGHTON  
IN NORFOLK COUNTY

Appendix C

**FEE SCHEDULE**

**DOMESTIC RELATIONS**

**Divorce/Separation 20 hours \$1000.00**  
**Contempt/Modification 20 hours \$1000.00**

**BANKRUPTCY**

**Discharge Petitions 20 hours \$1000.00**

**SPECIAL EDUCATION APPEALS**

**Appeals 30 hours: \$1,500.00**

**LANDLORD/TENANT**

**Code Violations 15 hours \$750.00**  
**Dispossessions 15 hours \$750.00**

## Appendix D

### Eligibility Guidelines

The SCCLS Board of Directors has adopted the following guidelines for determining the eligibility of persons seeking legal assistance and in consideration of all relevant factors including: the cost of living in Southeastern Massachusetts; the number of clients who can be served by SCCLS; the low-income population at and below alternative income levels; and the availability and cost of services provided by the private bar.

#### INCOME ELIGIBILITY

The maximum annual income level for an individual's family unit seeking legal assistance supported by LSC funds is 125% of the official Federal Poverty Income Guidelines as published annually by the Legal Services Corporation. Authorized exceptions, however, one set for the below. Seasonal income which represents annual income, less the costs of producing that income, shall be computed on an annual basis and averaged evenly over twelve months to determine eligibility even if the income is received seasonally. Such income, when retained shall not be counted as a liquid or non-liquid asset. In determining the eligibility of an individual whose income is in excess of 125% of the Federal Poverty Guidelines but less than the maximum annual income level of 200% of the Federal Poverty guidelines, the staff shall consider: the current income prospects, taking into account seasonal variations in income for that individual; the availability of private legal representation at a low cost with respect to the particular matter; the consequences for the individual if legal assistance is denied; the existence of assets which are available to the applicant and are in excess of the asset ceilings set forth below; and other significant factors related to the financial inability to afford legal assistance.

#### **Authorized exceptions to annual income ceiling and waiver (45 CFR 1611.5)**

Consistent with SCCLS' eligibility policies and 1611.5, SCCLS may determine an applicant whose income exceeds the applicable annual income ceiling to be financially eligible if the applicant's assets do not exceed SCCLS's applicable asset ceiling or the asset ceiling has been waived, and

- (1) The applicant is seeking legal assistance to maintain benefits provided by a governmental program for low income individuals or families; or
- (2) The Executive Director or his/her designee has determined on the basis of documentation received from the applicant that the applicant's income is primarily committed to medical or nursing home expenses and that, excluding such portion of the applicant's income which is committed to medical or nursing home expense, the applicant would otherwise be financially eligible for service; or
- (3) The applicant's income does not exceed 200% of the applicable Federal Poverty Guidelines amount and the applicant is seeking legal assistance to obtain governmental benefits for low income individuals and families or persons with disabilities; or
- (4) The applicant's income does not exceed 200% of the applicable Federal Poverty Guidelines amount and SCCLS has determined that the applicant should be considered financially eligible based on consideration of one or more of the following factors as applicable to the applicant or members of the applicant's household:

- (i) Current income prospects, taking into account seasonal variations in income;
- (ii) Un-reimbursed medical expenses and medical insurance premiums;
- (iii) Fixed debts and obligations;
- (iv) Expenses such as dependent care , transportation, clothing and equipment expenses necessary for employment, job training, or educational activities in preparation for employment;
- (v) Non-medical expenses associated with age or disability;
- (vi) Current taxes;
- (vii) Other significant factors that SCCLS has determined affect the applicant's ability to afford legal assistance.

### **ASSETS ELIGIBILITY**

Assets (liquid or non-liquid) not legally or practically available to the individual should not be considered in determining eligibility. For the purposes of eligibility determination, the following items of property shall be excluded from calculating available assets: equity in an applicant's principal residence; work-related equipment or property essential to employment or self-employment; and one vehicle used for transportation (where there is more than one vehicle, the exclusion may be applied to the vehicle of higher value).

Receipts from the sale of an exempt asset shall continue to be exempt for a reasonable period of time if the individual intends to use the proceeds to acquire other exempt assets.

The maximum ceiling level for the value of an applicant's assets shall be:

- \$5,000.00 for an individual applicant,
- \$3,000.00 for each additional household member.

#### Presumption of Assets Eligibility:

It is expressly considered and approved by the SCCLS Board of Directors that where an applicant for services already has been found eligible for TAFDC, Food Stamps, EAEDC, or Supplemental Security Income (SSI), assets eligibility for SCCLS services is presumed.

#### Assets Waiver:

The Executive Director or designee shall waive the ceiling on maximum allowable assets in appropriate circumstances in accordance with standards articulated above for income eligibility as well as ethical standards of the profession with regard to continued representation and/or unusual or extremely meritorious situations. In the event that a waiver is granted, that decision shall be documented and included in the client's file and a central file.

### **ASSESSING ELIGIBILITY of VICTIMS of DOMESTIC VIOLENCE (45 FR 611.3)**

Notwithstanding any other provision of SCCLS's eligibility policies or other provisions or practices, SCCLS hereby specifies and adopts the following provisions in assessing the income or assets of an applicant who is a victim of domestic violence. SCCLS shall consider only the assets and income of the applicant and members of the applicant's household other than those of the alleged perpetrator of the domestic violence and shall not include any assets held by the alleged perpetrator of the domestic violence, 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.

#### **MANNER OF DETERMINING FINANCIAL ELIGIBILITY.**

In making financial eligibility determinations regarding individual applicants, SCCLS shall make reasonable inquiry regarding sources of the applicant's income, income prospects and assets. SCCLS shall record income and asset information in the manner specified in this policy. If there is substantial reason to doubt the accuracy of the financial eligibility information provided by an applicant or group, SCCLS shall make appropriate inquiry to verify the information, in a manner consistent with the attorney-client relationship.

#### **F. CHANGE IN FINANCIAL ELIGIBILITY STATUS**

If, after making a determination of financial eligibility and accepting a client for service, SCCLS becomes aware that a client has become financially ineligible through a change in circumstances, SCCLS shall discontinue representation supported with LSC funds if the change in circumstances is sufficient, and is likely to continue, to enable the client to afford private legal assistance, and discontinuation is not inconsistent with applicable rules of professional responsibility. If, after making a determination of financial eligibility and accepting a client for service, the recipient later determines that the client is financially ineligible on the basis of later discovered or disclosed information, SCCLS shall discontinue representation supported with LSC fund if the discontinuation is not inconsistent with applicable rules of professional responsibility.

Approved SCCLS Board of Directors: April 24, 2018

## Appendix E

South Coastal Counties Legal Services, Inc.  
Justice Center of Southeast Massachusetts LLC (Subsidiary of SCCLS)  
**2021 Federal Poverty Income Guidelines**

100%	Weekly	Monthly	Annually
1	248	1,073	12,880
2	335	1,452	17,420
3	422	1,830	21,960
4	510	2,208	26,500
5	597	2,587	31,040
6	684	2,965	35,580
7	772	3,343	40,120
8	859	3,722	44,660

For family/house  
persons, add \$4,540 for each additional person.

125%	Weekly	Monthly	Annually
1	309	1,341	16,090
2	419	1,814	21,770
3	528	2,288	27,450
4	637	2,761	33,130
5	746	3,234	38,810
6	856	3,708	44,490
7	964	4,179	50,150
8	1,074	4,652	55,825

For family/households with more than eight (8)  
persons, add \$5,675 for each additional person.

187.50%	Weekly	Monthly	Annually
1	464	2,013	24,150
2	628	2,722	32,663
3	792	3,431	41,175
4	956	4,141	49,688
5	1,119	4,850	58,200
6	1,283	5,559	66,713
7	1,447	6,269	75,225
8	1,610	6,978	83,738

For family/households with more than eight (8)  
persons, add \$8,512.50 for each additional person.

200.00%	Weekly	Monthly	Annually
1	495	2,147	25,760
2	670	2,903	34,840
3	845	3,660	43,920
4	1,019	4,417	53,000
5	1,194	5,173	62,080
6	1,368	5,930	71,160
7	1,543	6,687	80,240
8	1,718	7,443	89,320

For family/households with more than eight (8)  
persons, add \$9,080 for each additional person.

**NOTE:** Above 125% guidelines are used by the Courts in assessing indigency for In Forma Pauperis Affidavits.

In certain situations the guidelines may be exceeded up to 200% for SCCLS eligibility if there are extraordinary circumstances affecting the ability to hire counsel.



# South Coastal Counties Legal Services

## CAP PROGRAM AGREEMENT

In offering to participate in the Compensated Attorney Program of South Coastal Counties Legal Services, Inc. (SCCLS), I agree as follows:

1. I have read the Policies and Procedures of the Compensated Attorney Program ("Program"), and I agree to abide by the terms therein. I understand that some modifications of the Program may be required in the future, and if modifications to the Program are announced by SCCLS, I will review them and notify SCCLS immediately if I no longer wish to participate in the Program.
2. I am an attorney in good standing, licensed to practice law in the Commonwealth of Massachusetts.

\_\_\_\_\_  
PANEL ATTORNEY

\_\_\_\_\_  
Victoria Gautney, Esq.  
Private Attorney Involvement Coordinator  
South Coastal Counties Legal Services, Inc.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**Please return to:**

Private Attorney Involvement Project  
South Coastal Counties Legal Services, Inc.  
PO Box 2507  
Fall River, MA 02722-2507  
[vgautney@sccls.org](mailto:vgautney@sccls.org)  
fax (508) 676-8657