

August 9, 1999

Ms. Allison Thompson  
Executive Director, Three Rivers Legal Services  
111 Southwest First Street  
Gainesville, FL 32601

Dear Ms. Thompson:

This is a response to your February 1999 request for an opinion on the application of the Legal Services Corporation's (LSC or Corporation) retainer agreement requirement to cases referred by recipients to private attorneys under a recipient's Private Attorney Involvement (PAI) program.

For the reasons set out below, the better course would be to have the client execute two retainer agreements, one with the recipient and one with the PAI attorney.<sup>1</sup>

The Corporation's regulatory requirement for retainer agreements provides in part, that:

A recipient shall execute a written retainer agreement, in a form approved by the Corporation, with each client who receives legal services from the recipient. The retainer agreement . . . shall clearly identify the relationship between the client and the recipient, the matter in which the representation is sought, the nature of the legal services provided, and the rights and responsibilities of the client. . . .

45 CFR 1611.8 (a).<sup>2</sup>

---

1

For the agreement with the recipient, it is equally acceptable for a staff attorney, a supervisory attorney, or the executive director to sign the retainer agreement on behalf of the recipient. *O.G.C. Op.*, August 27, 1984.

2

Retainer agreements are not required when the only service to be provided is *brief advice and consultation*. 1611.8(b)(emphasis added).



