

# Legal Aid Society of Northeastern New York, Inc.

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June 20, 2005

Victor Fortuno  
Legal Services Corporation  
3333 K Street, NW  
Washington, DC 20007

Dear Victor:

Please accept this letter as our brief comments on proposed Rule 1611. Please note that we join in the comments of the National Legal Aid & Defender Association, filed by Linda Perle from the Center for Law & Policy. I write only to emphasize a few points.

First, we agree that the language in the preamble regarding the definition of "advice and counsel" incorrectly implies that advice only matters would almost always be "one time or very short term". Our experience shows this to be untrue. It is not uncommon to have to perform legal research in order to properly advise a client. In such instances, the contact is neither one time nor short term. As the regulatory language itself seems fine, I suggest that the language in the preamble be struck to avoid any future confusion.

With regard to the definition of assets, I urge the Corporation to make the suggested list of assets illustrative, rather than exhaustive. In this way, programs can tailor their asset policies to the circumstances of their particular locales. In addition, you requested feedback about assets that might be excluded that are not included in your list of examples. This could include a car used to obtain essential medical care, the value of an adaptive technology device, or a trust for an educational or other specified and limited purpose. For households which receive income from both employment and a government benefit program based on need, assets excluded by such programs should also be excluded by LSC.

Finally, I do not believe that retainer agreements should be a topic of mandatory regulation. While using a retainer is often a matter of good practice, I would prefer the elimination of the retainer agreement section in its entirety. However, if the Board continues to believe that there should be a mandatory retainer agreement provision in the Rule, I would support the proposed retainer agreement as an alternative to the current rule.

Thank you for the opportunity to comment on 1611. I hope all goes well.

Sincerely yours,



Lillian M. Moy  
Executive Director

LMM:mm  
cc: Linda Perle