

<b>Chapter:</b>	Service Delivery		
<b>Title:</b>	Attorney-Client Agreement		
<b>Policy:</b> <input checked="" type="checkbox"/> <b>Procedure:</b> <input type="checkbox"/>	<b>Review Cycle:</b> Triennial  <b>Author:</b> Legal Service Director	<b>Adopted Date:</b> 03.2024  <b>Review Date:</b> 03.2024	<b>Related Policies:</b> <a href="#">Confidentiality &amp; Privacy</a> <a href="#">Client Rights and Responsibilities</a> <a href="#">Admission and Discharge Criteria</a>

**Purpose:**

Hopeful Horizons (HH) provides legal services to eligible clients. This policy outlines the requirement for clients engaged in legal service to agree to and sign an Attorney-Client agreement at the commencement of services.

**Scope:**

This policy applies to

- All HH Staff                       Selected HH Staff, as specified: Legal Service Staff
- HH Board Members               HH Volunteers
- Other: Contracted Attorney

**Policy:**

HH clients engaged in legal services shall sign an Attorney-Client Agreement (Attachment A) with informed consent. The agreement shall be fully executed in advance of provision of legal services beyond the initial program intake assessment and admission decision.

- A. **Review of Agreement:** The agreement shall be reviewed with and provided to the client in their preferred language in accordance with HHs’ policy on Limited English Proficiency.
- B. **Attorney-Client Agreement Specifications:** The agreement shall include:
  1. The scope of representation
  2. Requirements for cooperation and communication
  3. Time of court proceeding results (clarification that legal services do not have set timing standards for completion)
  4. Clarification of applicable fees and/or expenses
  5. Termination of representation
  6. Confidentiality
  7. Disclaimer of Guaranty
  8. Records and records request
  9. Explanation of the “Whole Agreement”
- C. **Execution of the Agreement:** The agreement shall be deemed fully executed when signed and dated by both the HH attorney and the client. In accordance with South Carolina law, the signing attorney shall be legally practicing as evidenced by enrollment in the South Carolina Bar.
- D. **Document Retention:** A copy of the retainer agreement shall be provided to the client. The original version of the agreement shall be retained in the client’s legal file.

**Communication and Training:**

The Board shall receive a copy of the policy at the time of periodic review and will have an opportunity to ask clarifying questions during the approval process. Employees and volunteers shall receive notice of the Board’s policy review and approval including notice of any substantive changes. The notice will provide a link to the policy located on the HH website.

Employees responsible for administering and/or executing the Attorney-Client Agreement shall receive specific training on this policy and related requirements as part of initial orientation.

**Definitions:**

1. **Informed Consent:** A written agreement signed by the client, the parent of a minor, or legally empowered guardian, to give consent, which assumes and requires competence, knowledge, and voluntariness. It also means the knowing consent in a written agreement or written documentation of a verbal agreement executed by a client or his/her legal representative, so situated as to be able to exercise free power of choice without undue inducement or any element of force, fraud, deceit, duress, or other form of constraint or coercion.
2. **Attorney-Client Agreement:** The agreement serves as the basis of authority for a legal advocate. It may limit a lawyer's authority to specific tasks or services, as opposed to providing authority for general purposes. It may also clarify the roles and responsibilities of the client seeking legal services.

**Other Related Materials:**

HHs’ Attorney-Client Agreement (Attachment A)

**References/Legal Authority:**

[Attorneys-At-Law, SC Code of Laws, 40.5.310](#)

**Change Log:**

Date of Change	Description of Change	Responsible Party
03.2023	This is a new policy	N. Miller, Prog Eval Con. in consultation with K. McFann, Director Legal Services



**ATTORNEY/CLIENT AGREEMENT**

This is an agreement regarding legal representation and services between Hopeful Horizons' Attorneys ("Attorney") and \_\_\_\_\_ ("Client").

**1. SCOPE OF REPRESENTATION**

- a. Client confirms that client has retained the services of Attorney to represent client's interests as related to the following legal matter:  
\_\_\_\_\_.
- b. Within the scope of the representation, Attorney (and/or Hopeful Horizons' legal staff under the direction of Hopeful Horizons' attorneys), may provide one or more of the following legal services to Client as requested and instructed by Client:
  - i. Acting on behalf of the Client regarding any legal issues related to the scope of representation in and out of Court.
  - ii. Investigation of any and all legal and factual issues related to the Clients' interests within the scope of the representation.
  - iii. Appearing in Court and filing of Court Papers related to the scope of representation.
  - iv. Conducting and defending discovery.
  - v. Settlement negotiations including attending mediation conferences.

**2. COOPERATION AND COMMUNICATION**

- a. Within the scope of representation, Attorney will keep Client informed of all matters that arise within the scope of representation and shall advise Client on the law and any significant decisions to be made. Although the Attorney may provide advice within the scope of representation, all final decisions regarding settlement, resolutions or courses of action will be the decision of Client.
- b. Client understands that Client's cooperation with Attorney is essential to the attorney/client relationship.
- c. Client understands and agrees to accurately inform Attorney regarding all matters and ensure that Attorney is fully informed of all facts and issues on a current basis. These matters include private personal information pertinent to the scope of representation (including issues related to personal behavior and conduct and paternity) and financial information. Providing information may require the provision of documentation, including, but not limited to, test results, medical records, diaries, police records, employment records, income tax returns, pay stubs, property records, inventory of assets and debts, confirmation of debt balances, and general financial statements.
- d. Because situations can change quickly Client agrees to inform Attorney immediately of any changes in financial or other circumstances, including address and living arrangements, relationships, children, or harassment. It is also appropriate and suggested that Client keep a log of communications with client's

spouse or intimate partner, especially if there are any new issues of harassment or domestic abuse.

- e. Client understands that communication is essential to Attorneys' ability to provide services and that Client's failure to provide current and accurate information shall be grounds for termination of the services contemplated by this Agreement.
  - i. Communication between the Attorney/legal team and Client is critical to any successful attorney-client relationship and successful representation in any case. The parties will make every effort to remain in regular communication with one another.
  - ii. *Telephone Calls.* Attorney and legal team members will attempt to return any voicemail messages within twenty-four (24) business hours. The Client should likewise return telephone calls in the same time frame.
  - iii. *Emails.* The Attorney suggests that important information and questions be conveyed in writing and emails are often the most efficient method of communicating and documenting information.
  - iv. *No Text Messages.* Please do not use text messages, social media, or applications to communicate with Attorney and the legal team. If you need help setting up secure email communications, please let Attorney know and we can assist.

- 3. TIMING OF COURT PROCEEDINGS AND RESULTS. Client understands that Court cases including those related to domestic issues and family law can take a significant amount of time to resolve and that timing and outcomes are affected by many factors beyond the control of Attorney including without limitation the applicable law and the discretion of the Courts. Attorney cannot estimate the length of time it will take to resolve Client's issues or guarantee any particular results.

- 4. ATTORNEYS FEES, OTHER FEES AND EXPENSES

Legal Services provided by Hopeful Horizons' Attorney and legal staff are without charge to Client. Thus, Client will not be charged for any legal fees of Attorney or the services of Hopeful Horizons' legal staff. Client may be required to pay other Attorneys' Fees, as well as Fees, and Expenses including: Court filing fees and other Court or Support Agency fees, witness fees, discovery and investigative costs, transcript costs, expert fees and expenses, process server fees and other costs or fees associated with the case. Depending on matters that may be ordered by the Court in a case, Client may be Ordered to pay Guardian *ad Litem* fees, mediation fees, drug screening fees or other fees as set forth in the Court's Order, including any sanctions that may be ordered by the Court (which could include an opposing attorney's fee and costs). Client understands that neither Attorney nor Hopeful Horizons are responsible for the payment of these fees.

In the event Attorney may need to hire persons such as property appraisers, detectives, expert witnesses, accountants, specialty attorneys, court reporters and others in relation to the scope of representation, Attorney will consult with Client before retaining persons for these services and they will not be hired absent consent of Client. Client will be responsible for payment services by directly paying the person(s) hired.

- 5. TERMINATION OF REPRESENTATION

When a Final Decision has been rendered by a Court in connection with the matter referenced above, Attorney's representation shall end.

Should Client have issues with violations of the Final Order being violated after, the case is over, Client will have to go through the process of calling the Hopeful Horizons support line and ask for legal assistance with any issues and Client's case request will be processed in the same manner as any new request for services under Hopeful Horizons' policies.



