

# ATTACHMENT

## Client Retainer Agreement- Sample 2

I, \_\_\_\_\_, understand that Immigration Legal Services (also known as the Program) will represent me in the following matter:

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I understand that I am being represented in the matter listed above only and that, should any appeal be necessary, I am not guaranteed representation. The fee for this service is \$\_\_\_\_\_.

*In the event that additional services, other than those specifically described above, are needed in my case, I understand that additional fees may be charged. In the event that the immigration law or regulations change, requiring more time and effort to represent me, I understand that the fee for services may increase. I further understand that if changes occur in my life circumstances or if I take any actions that require Catholic Charities more time and effort to represent me, that the fee for service may also increase.*

### I HAVE THE FOLLOWING RIGHTS AS A CLIENT:

1. To be informed about any important developments in my case.
2. To be consulted before any significant decision is made on my behalf. The caseworker will abide by my decisions with respect to the objectives of the representation, subject to ethical and legal obligations.
3. Catholic Charities will keep information regarding my case confidential. However, it is possible that my case may be reviewed by others for grant or accreditation purposes but those individuals/entities will also be required to respect my confidentiality.
4. I have the right to know the qualifications of the staff assisting me.
5. I have the right to withdraw my case from Catholic Charities at any time.

### AS A CLIENT, I HAVE THE FOLLOWING RESPONSIBILITIES:

1. To voluntarily give all information regarding my immigration history, and respond truthfully to all questions asked by my caseworker, furnish all documents requested, and otherwise reasonably cooperate with my caseworker.
2. To keep the caseworker handling my case informed of all developments, including, but not limited to, all changes of name, address, telephone number, immigration status, and other pertinent information. I will inform my caseworker of changes in address and telephone number in writing **within five (5) business days of the change**.
3. To keep all appointments with my caseworker or to call the caseworker *at least 24 hours* in advance to cancel an appointment.
4. To appear at any CIS interview or court hearing or proceeding regardless of whether Immigration Legal Services will represent me in that matter.
5. To make all payments to Immigration Legal Services in a timely fashion as agreed on in the payment agreement.
6. I will see my caseworker at least one time each year while my case is open with Immigration Legal Services for an annual update. There will be an annual charge of \$50 covering this visit and annual case maintenance.

### ADDITIONAL UNDERSTANDINGS BETWEEN CLIENT AND IMMIGRATION LEGAL SERVICES:

1. Immigration Legal Services will pursue my case with all reasonable diligence, but **cannot** guarantee results. Thus, Immigration Legal Services **cannot** guarantee that I will be granted the benefit sought or obtain the desired outcome.
2. If I am in the United States without legal documentation, I am always subject to removal by the USCIS. Immigration Legal Services may not be able to protect me from removal and will make an independent decision regarding whether or not to represent me in removal proceedings.
3. Catholic Charities has a grievance procedure I may use if I have any complaints regarding the services provided. The procedure is as follows: The client will first contact the caseworker responsible for the client's case. If the

caseworker is not responsive to the client's complaint within **two days**, the client may prepare a grievance form (available from any staff member or the office receptionist) and give it to the Senior Program Manager of Immigration Legal Services, **Jeanne M. Atkinson at 202-772-4348**. If she does not resolve the problem, the form will go to Catholic Charities' Chief Operating Office who will make the final decision in the matter.

4. Immigration Legal Services may reassign my case among staff members. The Program will inform me in writing of such a transfer.
5. I understand that if I do not fulfill any part of this agreement, the Program may withdraw from my case.
6. I understand that the Program's fee is for legal services and does not include USCIS fees, out of pocket expenses, and charges for checks returned for insufficient funds. If I withdraw from the Program's representation, I will owe for the work completed at the time of withdrawal.
7. If a conflict of interest arises that cannot be resolved, the Program may withdraw from one or both individuals in this matter in keeping with ethical obligations.
8. The Program will keep my file for ten years after it is closed.

The following individuals by their signatures mutually agree to this contract.

\_\_\_\_\_  
Signature of Client

\_\_\_\_\_  
Signature of Caseworker

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date