

# ATTACHMENT

## Client Retainer Agreement- Sample 1

This agreement for legal representation and service is between Catholic Charities Immigration and Legal Services (ILS) and \_\_\_\_\_, hereinafter referred to as the client.

I, the undersigned client, hereby authorize ILS to represent me regarding the following matter:

### Family and Naturalization Cases

- I-130
  - I-130 + I-485
  - I-485
  - 3<sup>rd</sup> Pkt
  - 4<sup>th</sup> Pkt
  - I-539 (V Visa)
  - I-730
  - I-360 (VAWA)
  - I-485 (VAWA)
  - Yearly Maintenance Fee
  - Other: \_\_\_\_\_
- I-360 + I-485 (widow)
  - I-751 (battered spouse)
  - I-751 (cond. res.)
  - I-817 (Fam. Unity)
  - I-589 (Affir. Asylum)
  - N-400
  - N-600
  - N-643 (for cases >5 yrs old)
  - N-336 (Appeal)

### Removal Cases

- Vol Dep
- COR-LPR
- COR-Non LPR
- Asylum (court)
- Adj (court)
- Termination
- Admin Close.

### Other Cases

- NACARA
- I-821 TPS
- Hum Parole
- Def. Action
- I-360 Relig
- I-129 Relig

The above services include [**specify the scope of representation**]: \_\_\_\_\_

I authorize ILS to obtain any information or documents necessary for this representation. I agree to assist ILS in providing all necessary information for my case.

I. **FEE:** I understand that the fee for the above described service is \$ \_\_\_\_\_, as set forth in the ILS Fee Schedule. This fee is in payment for the services of ILS, and is in addition to any fees that must be paid to USCIS for applications to be filed. In the event that additional services, other than those 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 ILS more time and effort to represent me, the fee for service may also increase. I understand that this fee is only for work related to the service indicated above. Additional services will require that I complete another Client Service Agreement.

II. **CLIENT RIGHTS:** I understand that as a client of ILS I have all the rights as stated in the Agency Client Relations Handbook. Included among these rights are:

- A. To be kept informed about any important developments in my case.
- B. To be consulted before any significant action or decision is carried out on my behalf.
- C. To be consulted and agree to any settlement of my case before the case is settled by ILS.
- D. To have all information disclosed in my case maintained confidential by ILS.

III. **CLIENT RESPONSIBILITIES:** I understand that as a client of ILS I have the following responsibilities:

- A. To attend all scheduled appointments with my representative, or to call at least 24 hrs before my appointment to reschedule if I am unable to attend. I understand that I will be charged for unkept appointments for which I have not communicated that I will be unable to attend.
- B. To cooperate in assisting my representative in securing requested documents or information.
- C. To be truthful in my communications with my representative.
- D. To respond to letters from my representative asking me to call him/her.
- E. To attend all court hearings interviews or other appointments scheduled in my case at USCIS or at any other location.
- F. To try to maintain one, single, reliable mailing address during the course of my case.
- G. To advise ILS in person within 5 days in the event of any change of address and telephone.
- H. To give ILS representatives my personalized case number for purposes of all communications.

- I. To visit ILS at least one time each year while my case is pending with USCIS for an annual consultation update. I will be charged a consultation fee for this visit.

IV. TERMINATION OF REPRESENTATION

- A. The client is free to stop ILS from representing him/her for any reason at any time. ILS may withdraw representation if:
  - 1. ILS believes the client is not being truthful or has misrepresented key information provided to ILS.
  - 2. The client fails to fulfill his/her responsibilities as set forth above.
- B. In the event that ILS determines that it is necessary to terminate representation, the client will be provided, upon request, a full copy of his/her file. (The client will be charged \$.10 per page for copying beyond 25 pages.)

This service agreement has been reviewed with me by the undersigned ILS representative and I have been provided a copy of it.

_____	_____
Signature of client	Date
_____	_____
Signature of ILS Representative	Date

**SPECIAL ADVISAL TO ALL CLIENTS OF ILS**

My representative has explained to me that the single most common reason immigration cases are delayed is because the client has moved since filing his/her original application. My representative has explained that even though one may file a change of address with USCIS, frequently such notices do not reach the applicant's actual file. My ILS representative has encouraged me to maintain one reliable address until my case is concluded. I have also been advised that should I change addresses, I must report the new address to ILS in person within five days.

_____	_____
Client Signature	Date

# ATTACHMENT

## Client Retainer Agreement- Sample 2

I, \_\_\_\_\_, understand that Immigration Legal Services (also known as the Program) will represent me in the following matter [Note: specify in detail the type of service and scope of representation provided]:

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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, 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. 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