**Agreement to Provide Legal Services**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Attorney”) was appointed to represent me, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in my Dependency and Neglect case, case number \_\_\_\_\_\_\_\_\_\_\_\_\_\_ in \_\_\_\_\_\_\_\_\_\_\_\_\_ County. I understand your representation is limited to this case. I understand representation will be subject to the following:

**I.** **I understand and agree that I shall:**

A) Expect that all information which I give or tell the Attorney will be kept strictly confidential (i.e., secret) unless it becomes part of a public record, or unless I authorize its release, or unless it must be used by the Attorney to defend against charges that I may make against the Attorney. I understand the Attorney may disclose confidential information if necessary to achieve my goals in the case.

B) Decide at the beginning of the case what I want from the case. My goals (e.g. for my child(ren) to remain in my care; for my child(ren) to be returned to my care; for my child(ren) to remain in kinship care; for me to obtain the necessary drug, alcohol, or mental health treatment) in this case are as follows:

C) Decide whether I want to accept any settlement that might be offered.

D) Decide at any time that I do not want the Attorney to continue to represent me. If I decide I no longer want the Attorney to represent me, I will need to communicate this to the Attorney, in writing, and the Attorney’s withdrawal will be contingent upon court approval.

**II**. **I understand and agree that the Attorney shall:**

A) Use professional judgment to decide which actions should be taken to protect my rights and to obtain the results I agree to try to achieve.

B) Stop being my attorney if I deliberately make any false or misleading statements to the Attorney or provide the Attorney with false or misleading information.

C) Stop being my attorney if I insist that the Attorney take actions that violate court rules or the Colorado Rules of Professional Conduct.

D) Request appellate counsel from the Office of Respondent Parents’ Counsel if I decide I want to appeal.

**III. Attorney’s Fees and Costs**

A) Provided I continue to qualify under the state indigency guidelines, I understand that the Office of Respondent Parents’ Counsel will pay my legal fees and costs.

**IV. Other Acknowledgments - Both the Attorney and I understand and agree that:**

A) The Attorney cannot guarantee or promise that my case will be successful. Termination of my parental rights is a legal possibility in this case.

B) We should always keep each other informed about developments in the case and about any new facts, including changes of addresses and telephone numbers.

C) A lawyer-client relationship is based upon each person cooperating with and trusting the other. If trust and cooperation or other agreed principles stated above do not continue to exist during the course of this relationship, then either person has the right to end this Agreement, except that if the Attorney wants to end the Agreement, the Attorney will take steps to ensure that prejudice to my legal rights would not result.

D) In the event the Attorney withdraws as my attorney or I discharge the Attorney, the Attorney will return all papers and property to me and cooperate with any attorney who may later represent me. The Attorney would then take whatever other measures are necessary to minimize the possibility of harm as required by caselaw and the Colorado Rules of Professional Conduct.

E) My dependency and neglect case will proceed regardless of whether I am present in court. If I fail to appear for any reason, the Attorney has my consent to use your professional judgment to proceed in a manner most likely to achieve my goal(s) as outlined in paragraph I(B). If you are unsure of my objectives, I understand you may take no position with the court.

F) If I fail to appear at a hearing and also fail to communicate my position to you, I understand the Attorney is not required to object to the presentation of evidence by offers of proof.

G) I understand the Attorney may utilize other professionals as part of my legal team, including but not limited to, paralegals, social workers, expert witnesses, and billing staff. I understand these professionals will also keep my information strictly confidential (i.e., secret) unless it becomes part of a public record, or unless I authorize its release, or unless it must be used by the Attorney to defend against charges that I may make against the Attorney.

G) I understand that I have an obligation to communicate with the professionals in this case, to attend all court hearings and meetings (i.e. family team meetings), and to comply with all court orders, including but not limited to my treatment plan. If I fail to participate in this case, I understand that termination of my parental rights is a legal possibility. It is the Attorney’s responsibility, as my attorney, to provide legal advice and to use your legal judgment to advocate on my behalf; however, it is my responsibility to participate in this case and to comply with all court orders.

My signature indicates that I understand this document, and I agree to the terms of the agreement.

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Client Date

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Attorney Date