



**DEPENDENCY ADVOCACY CENTER (DAC)
FIRST CALL FOR FAMILIES PROGRAM**

31 N. 2nd St., Suite 300, San Jose, CA 95113
Telephone (408) 856-2992 Email: firstcall@sccdac.org

LIMITED SCOPE LEGAL SERVICES AGREEMENT

This Limited Scope Legal Services Agreement is entered into between DAC's First Call for Families Program and _____ (client). This Agreement is for limited legal services, rather than for the full representation provided in a case in juvenile dependency court.

Scope of Agreement

First Call for Families represents you only with respect to the following matter(s):

First Call for Families will not represent you regarding other matters unless both you and the attorney agree to do so in writing. If the attorney chooses to provide services that are not covered by this agreement, the attorney and client must enter into a new contract for services.

Upon completion of the above tasks, First Call for Families' obligations under the terms of this agreement are complete. This does not indicate that the case itself is complete. There may still be remaining tasks you will need to perform.

Your Obligations

To help First Call for Families represent you effectively, you agree:

- To cooperate with your attorney and the First Call for Families team in your case.
- To carefully consider advice before making any major decisions.
- To provide and to help the attorney obtain all information required to assist you with your case.
- To inform the attorney about any new developments or information in the matter, including court notices, letters from the opposing party, new factual developments, or other related developments.
- To make yourself available for any requested meetings, attorney-client interviews, or other activities required in the course of your case and/or legal matter.
- To assist with the execution of any paperwork needed to obtain a fee waiver to cover court costs.
- To respond to communications (e.g., letters, phone calls, email, etc.) as soon as reasonably possible.
- To keep First Call for Families apprised of any changes in your contact information.

If you fail to meet these obligations, First Call for Families may terminate this agreement and close your case.

Your Attorney's Obligations

The First Call for Families attorney agrees:

- To inform you of any significant updates in your legal matter in a reasonably timely manner.
- To keep confidential all information you share with the First Call for Families team (including the social worker and mentor parent(s) working under the First Call attorney's supervision), unless you give us permission to share it and as required for your case.
- To consult with you regarding decisions in your case. While you have the authority to make any final decisions regarding the case (e.g., whether to settle, whether to initiate a legal action, etc.), the attorney has the authority to make decisions regarding legal strategy as needed for the representation.

Fees & Costs

First Call for Families legal services are provided free of cost. However, you agree to cover the cost of any court filings, and/or to assist with the execution of any paperwork required to obtain a fee waiver to cover court costs, if applicable.

Attorney of Record

It is the intention of First Call for Families and you that the attorney assigned shall only perform those services specifically listed, and any tasks required to further the goals of your legal matter. You will appear on any filed pleadings in pro per unless otherwise stated in this agreement. Some of the tasks may require the attorney assigned to become the Attorney of Record or make a court appearance. Becoming Attorney of Record does not expand the scope of representation. In the event that any court requests attorney to assume responsibility of other tasks or issues outside the scope of this agreement, attorney may elect to withdraw from representation and you agree to execute any substitution of attorney forms.

Representation in a Juvenile Dependency Matter

If the Department of Family and Children's Services (DFCS) files a petition on your family and a case is opened in Juvenile Dependency Court, the First Call for Families attorney may represent you through the jurisdiction and disposition stages of that matter. If the First Call attorney does represent you in the dependency matter, that representation shall be in her capacity as a court-appointed attorney, and considered separate from representation pursuant to this Limited Services Agreement.

Disclaimer of Guarantee

First Call for Families cannot guarantee any outcomes in your case. Nothing in this Agreement and nothing in First Call for Families staff's statements to you will be construed as a promise or guarantee about the outcome of this matter.

Termination of Agreement

This agreement may be terminated at any time by First Call for Families or client. To terminate this agreement, write to First Call for Families. If, after notice of assignment with an attorney, you fail to contact the attorney assigned within a reasonable amount of time, First Call for Families reserves the right to terminate this agreement.

Consent to Provide Access to Confidential Information to ASR

In order to best serve clients and evaluate the effectiveness of the program, First Call enters your information in a data management system. An outside organization, ASR, created the data management system and two ASR staff have access to the information in the system for the sole purpose of maintaining and refining its performance. ASR and DAC have an agreement that ASR will never share with anyone outside of DAC any individual client data. Only two ASR staff will be able to see your family's personal information in the database; those staff members who see your personal information **cannot** share it with anyone else.

Statement of Understanding

I have carefully read this Agreement and believe that I understand all of its provisions. I signify my agreement with the following statements by initializing each one:

- a. _____ I understand the services First Call for Families has agreed to provide;
- b. _____ Upon the completion of the specific tasks listed in this agreement, the First Call for Families attorney will provide no further legal services in this matter;
- c. _____ I will cooperate in the preparation of my case;
- d. _____ I understand and accept the limitations on the scope of attorney’s responsibilities and understand that attorney cannot guarantee the outcome of my case;
- e. _____ I understand and give my consent for First Call for Families to enter confidential information about my case into the database to which ASR has access;
- f. _____ I understand that any amendments to this Agreement must be in writing and confirmed by both First Call for Families and myself.

Signed (client): _____ Date: _____

Print name: _____

Signed (First Call Attorney): _____ Date: _____

Print name: _____