**Retainer Agreement**

Retainer Agreement by and between the Carolina Health Advocacy Medicolegal PartnerShip (CHAMPS) Clinic of the University of South Carolina School of Law and

*[Client Name]*

The Carolina Health Advocacy Medicolegal PartnerShip (CHAMPS) Clinic (“Clinic”) has agreed to provide you with legal representation. We are pleased to agree to this representation on the following terms and conditions:

1. Scope of Services.
   1. The scope of our engagement is limited to efforts to [nature of work] on behalf of [child’s name], the Client’s [son/daughter].
   2. The scope of the project may be altered or expanded only by written agreement between you and the Clinic.
2. Student Representation.
   1. You may be represented in this matter by third year law students participating in the Clinic and acting under the direct supervision of a licensed attorney/professor of the University of South Carolina School of Law as permitted by the South Carolina Student Practice Rule 401.
   2. The Clinic may make changes in your representation based on changes in students participating in the CHAMPS Clinic.
   3. By signing this Agreement, you agree to representation as described above.

1. Client Responsibilities. As a client of the Clinic, you understand that you have the responsibility to cooperate fully with the Clinic on all matters regarding the representation, including, but not limited to:
   1. Keeping the Clinic informed of any changes in your circumstances, including change of mailing address, email address, or phone number;
   2. Promptly informing the Clinic about any documents or other communications related to the matters upon with the Clinic is providing representation;
   3. Responding to emails and other communication and requests, including requests for information or the production of documents in a timely manner;
   4. You may be interviewed several times by students assigned to your case. You agree to make yourself available for those interviews at a mutually convenient time. You further agree to arrive at all scheduled meetings in a timely fashion and to notify the office as soon as you learn that you will be unable to make a scheduled appointment.
2. Cost of services. The Clinic will not charge a fee for its services unless agreed upon prior to the providing of services.
3. Confidentiality. All client records and information will remain confidential as part of the attorney/client relationship unless you expressly authorize otherwise in writing. Only students who participate in the Clinic and Clinic staff members will have access to client information. The Clinic will not reveal information relating to your representation without your permission unless required to do so by law.
4. Appeal or Representation in Additional Matters.
   1. The Clinic will not appeal or take further action other than specified in 1(a) above unless your case is reviewed and accepted for appeal or further action. If the Clinic agrees to represent me in an appeal or further action, we will sign a new retainer agreement.
   2. However, the Clinic has a partnership with Palmetto Health and Palmetto Health-USC Medical Group. Therefore, the Clinic will not represent you in any matter adverse to Palmetto Health or Palmetto-Health USC Medical Group. Should such a matter arise, the Clinic will refer you to the South Carolina Lawyer Referral Service.
5. Termination.
   1. You may terminate our representation at any time and for any reason. If you choose to terminate the representation, you must notify the Clinic in writing.
   2. Pursuant to the South Carolina Rules of Professional Conduct, the Clinic may withdraw from this representation after taking reasonable steps to avoid prejudice to your rights, including first giving you notice of intention to withdraw. The Clinic may withdraw representation if, in our judgement:
      1. You are not cooperating with the Clinic or your conduct makes it unreasonably difficult for the Clinic to carry-out the representation effectively or efficiently;
      2. You insist that we engage in conduct that is contrary to our judgement and advice or is contrary to law;
      3. Continued representation would result in a violation of the rules of ethics and professional responsibility;
      4. There is other good cause under applicable law or ethical rules to justify withdrawal.
6. Policy Regarding Case Files. The Clinic may destroy client files seven years after the client’s case is closed unless information must be by law kept longer.

Your signature below indicates that you have read, understand, and agree to the terms set forth in this document.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Client Name], Client

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Attorney], Staff Attorney