

COLORADO SUPREME COURT STANDING COMMITTEE ON THE COLORADO RULES OF PROFESSIONAL CONDUCT

AGENDA

April 24, 2026, 9:00 a.m.
The Supreme Court Conference Room and via Webex

Webex link:

<https://judicial.webex.com/judicial/j.php?MTID=m372ef6a21693fc9ad8ce6cafa9c18d7f>

-
1. Call to Order [Judge Lipinsky].
 2. Approval of minutes for January 23, 2026, meeting [attachment 1].
 3. Old business:
 - a. Report from the Rule 6.5 subcommittee [Jessica Yates] [attachment 2].
 - b. Report on the ABA's approval of the amendments to Model Rule 1.14 [Judge Large].
 4. New business.
 5. Adjournment.

Upcoming meeting dates: July 24, 2026; **October 2, 2026** (note change in meeting date); and January 22, 2027.

Judge Lino Lipinsky, Chair
Colorado Court of Appeals
lino.lipinsky@judicial.state.co.us

Attachment 1

COLORADO SUPREME COURT

RULES OF PROFESSIONAL CONDUCT STANDING COMMITTEE

Approved Minutes of Meeting of the Full Committee

On

January 23, 2026

Seventy-Ninth Meeting of the Full Committee

The seventy-ninth meeting of the Colorado Supreme Court Standing Committee on the Rules of Professional Conduct was convened on Friday, January 23, 2026, by Chair Judge Lino Lipinsky de Orlov. Judge Lipinsky took attendance.

Present in person were Judge Lino S. Lipinsky de Orlov (Chair), Justice Maria Berkenkotter, Judge Adam Espinosa, Judge Bryon Large, Cynthia Covell, Matthew Kirsch, Julia Martinez, Stephen Masciocchi, Troy Rackham, Henry Reeve, Alexander Rothrock, David Stark, Fred Yarger, Jessica Yates, and J.J. Wallace.

Present virtually were Judge John R. Webb, Nancy Cohen, Katayoun Donnelly, Thomas E. Downey, Jr., Scott L. Evans, Margaret Funk, Marcy Glenn, Marianne Luu-Chen, Cecil Morris, Noah Patterson, Marcus Squarrell, Robert Steinmetz, and James Sudler.

Sarah Lipka of Colorado Legal Services attended as a guest.

Committee members with excused absences were Justice William Hood, April Jones, Lois Lupica, and Eli Wald.

1. CALL TO ORDER. Judge Lipinsky called the meeting to order at 9:03 a.m. Judge Lipinsky welcomed the members.

2. APPROVAL OF MINUTES OF NOVEMBER 21, 2025. A member moved to approve the minutes, which another member seconded. A vote was taken on the motion to approve the minutes. The motion passed unanimously.

3. OLD BUSINESS.

a. Report on the Supreme Court's adoption of the changes reflecting the enactment of House Bill 25-1090 and the AI-related changes [Judge Lipinsky]. Chair Judge Lipinsky noted that the Colorado Supreme Court approved the proposed revisions to Rule 1.5 relating to HB 25-1090. The Court also approved the proposed revisions related to artificial intelligence. Justice Berkenkotter personally expressed the Court's appreciation for the Committee's extraordinary efforts on the AI-related changes. Judge Lipinsky thanked all members of the AI subcommittee by name. Judge Lipinsky said he informed the American Bar Association (ABA) about the changes.

b. Report from the Rule 6.5 subcommittee [J. Yates]. Ms. Yates presented on the proposed revisions to Rule 6.5 and its comments, which are reflected in the packet circulated to the Committee. Ms. Yates explained the background and purpose of Rule 6.5. The Rule limits conflict-checking obligations in a clinic setting. When the Committee previously discussed Rule 1.2(c), it considered whether a lawyer in a clinic setting needs to obtain informed consent from the client or prospective client for the limited scope of the representation. The proposed revisions attempt to address some of the gaps in Rule 6.5 and include new provisions.

Ms. Yates explained that, although many of the Rules still apply in a clinic setting, there are specific circumstances involved in the provision of legal services in a clinic setting that render some of the Rules inapplicable. For example, because a lawyer in a clinic setting is likely not collecting any papers or financial information, the rules regarding retaining client files or surrendering client files may not apply. Additionally, Ms. Yates explained that the major objective of the proposed revisions to Rule 6.5 and the comments is to attempt to relieve lawyers of some of the obligations of informed consent when the clinic is already doing that for clients or prospective clients. Most clients or prospective clients in a clinic setting seek a limited amount of advice to help them navigate the process of resolving their legal issue or identifying legal issues so they can navigate to an appropriate full scope representation. The provision of legal advice or services in a clinic setting is not a full scope representation. Even so, it is important for lawyers in a clinic setting to ensure that the clients or prospective clients understand that the lawyers must keep information confidential and the individuals can communicate candidly about their legal issue. Most of the clinics have in place policies and agreements with the clients or prospective clients that clearly outline the process, which obviates the need for a volunteer lawyer to spend time reviewing basic background rules for the consultation.

Ms. Yates noted that Ms. Lipka of Colorado Legal Services (CLS) participated in the subcommittee discussions and was invited to comment on the proposed revisions from the perspective of a clinic operator. Ms. Lipka spoke in favor of the proposed revisions to Rule 6.5 and said they would provide clarity for clinic operators and volunteers.

Ms. Yates then addressed the proposed revisions to the Model Policy also included in the meeting packet. The Model Policy is the result of feedback from stakeholders. The Model Policy will provide guidance to clinics and clinic operators, although adoption would not be required. Ms. Yates explained that the proposed Model Policy references LLPs and their potential participation in the clinic setting. The preamble to the LLP Rules advises LLPs to review the lawyer Rules of Professional Conduct for comments and other provisions, including model policies. The proposed Model Policy would help clinics provide ethical guidance to their volunteer lawyers. In most situations, the clinic assumes the responsibility for informing the public about the meaning of being a client in the program and obtaining the client's or prospective client's informed consent.

Ms. Yates invited comments on the proposed Model Policy. A member asked how the proposed Policy would be promulgated. It would be added to the Rules and the stakeholders would promote it to their clinics and other clinic sponsors. A *Colorado Lawyer* article, CLEs, and a story in the semi-monthly OARC newsletter would educate Colorado lawyers about the Model Policy.

Another member asked if the proposed Model Policy would appear after the comments to Rule 6.5. A subcommittee member explained that this is what is intended but it is up to the Court to determine its location in the Rules.

Another member asked if the Model Policy should refer to the comments to Rule 6.5. In response, several members noted that Rule 6.1 does not refer to the model pro bono policy. Some members expressed the desire to have a consistent approach between Rule 6.1 and Rule 6.5.

A member suggested there could be risks if the Committee adopted a Model Policy that lawyers or clinics did not follow. The member expressed concern that adopting the Policy would encourage lawyers and clinics to adopt it immediately, but that implementing the Policy without robust procedures and documentation could present greater risks and less protection for the clinics than not following the Policy diligently. In response, a subcommittee member explained that the stakeholders unanimously supported the adoption of a Model Policy that could be adapted to suit the needs of particular clinics or providers. The stakeholders agreed that a Model Policy would fill gaps where clinics had previously attempted ad hoc solutions in the absence of a policy.

Ms. Lipka explained that CLS already has policies and procedures in place. Adopting a Model Policy would be less beneficial for such organizations than for smaller organizations. Ms. Lipka also said that, after the Policy is adopted, CLS and other organizations could adjust it as new experiences or gaps occur.

A member commented that Rule 6.5 is voluntary and only applies to individual lawyers. A member who worked with a pro bono clinic suggested that the Policy would be very helpful to that and other clinics.

Judge Lipinsky requested comments on the language of the Model Policy. A member referenced the terms “full scale” or “full scope,” and suggested these terms should be used consistently in discussions of limited legal services. The subcommittee members agreed with the need for consistency in the nomenclature used.

Several members raised the issue of attorney work product and protection of attorney-client communications in the clinic setting. Members discussed whether the Committee should encourage or permit a participating lawyer or LLP to offer services outside the clinic program for a reduced fee. Another member raised the issue of whether the Model Policy needs to be revised to permit a lawyer to enter into a contingent fee agreement with a clinic participant whose legal matter involves a fee-shifting clause in a contract or a fee-shifting statute. There was a significant discussion about whether the Model Policy would discourage lawyers participating in clinics from taking on a full-service representation through a contingency fee or fee-shifting model. Several members expressed the view that the Model Policy Section X’s limitation could be counterproductive because it would discourage taking an engagement where there might be attorney-fee shifting by statute or otherwise.

Members of the subcommittee explained that the subcommittee generally is comfortable with using the nomenclature “full scope” representation to be consistent with terminology used elsewhere in the rules. The subcommittee members expressed skepticism about using new

terminology in the Rules or Model Policy because they use specific language and it is best to incorporate the language that the clinics use.

There was a robust discussion regarding the solicitation issue. The subcommittee considered a number of options to address the risk of violating the solicitation rule. Subcommittee members walked through the language in Section X of the Model Policy, the first few sentences of which came directly from Rule 7.3. Most of the stakeholders and clinics use, in their own agreements, similar language to the last two sentences in the first paragraph of Section X.

A member noted that, first, the Committee could consider striking the sentence that begins “Accordingly,” as shown below:

~~Program volunteer lawyers and LLPs must comply with Colo. RPC 7.3 and Colo. LLP RPC 7.3 (Solicitation of Clients), respectively. With a few exceptions, these rules generally prohibit lawyers and LLPs from soliciting business by live person-to-person contact “when a significant motive” is “pecuniary gain” that may accrue to the practitioner or the practitioner’s firm. Accordingly, this program does not permit a participating lawyer or LLP to offer their services outside of the program’s pro bono limited legal services unless the participating lawyer or LLP is offering to do so on a pro bono basis with no reasonable expectation of recovering fees in the matter.~~

Second, the Committee could revise the Model Policy to provide an option for recovering fees in fee-shifting or contingent fee situations. Under this proposal, the language of Section X of the Model Rule would say: “Accordingly, this program does not permit a participating lawyer or LLP to offer their services outside of the program’s pro bono limited legal services unless the participating lawyer or LLP is offering to do so on a pro bono basis with no reasonable expectation of recovering fees in the matter, on a contingent fee basis with no expectation of fee in the absence of a recovery, or when the client’s legal matter involves the potential to recover attorney fees through contractual or statutory fee shifting.”

A member asked whether any solicitation at a clinic is proper or would violate Rule 7.3 because it would involve one-on-one contact, which increases the risk of improper solicitation. The member voiced support for striking the last sentence of Section X of the Model Policy. The member noted that the ABA’s Free Legal Answers has encountered problems when the volunteer lawyers participate to obtain business. This problem exemplifies the member’s concerns under Rule 7.3.

A member commented that one reason the clinics take a strict non-solicitation position is that taking a case from the clinic creates an ambiguous situation for the clinic and its malpractice insurance. If the lawyer represents the client in a matter outside the clinic, it could create a gap in coverage or problems for the malpractice insurance applicable to clinics.

A member voiced support for striking the sentence because of Rule 7.3 and because the alternative language would suggest that it may be proper to do something that Rule 7.3 prohibits.

A member asked about the last sentence that says, “if a lawyer or LLP offers services that are not limited legal services covered by Colo. RPC 6.5 or Colo. LLP RPC 6.5.” The member wanted to know what the intention of the language was. A subcommittee member explained that the subcommittee’s intention is to be broad because some clinics have a narrow focus, while other clinics provide broader services that may not be covered by Rule 6.5. Another member suggested that the first sentence of the last paragraph in Section X of the Model Policy opens the door to solicitation.

Ms. Lipka expressed the view that, from CLS’s perspective, it is important that the proposed Model Policy does not open the door to potential solicitation under Rule 7.3. There has been a long history of interpreting solicitation strictly in the clinic context. Ms. Lipka explained that most of the clinic participants have family law issues and there is significant concern that a clinic could become a means by which volunteer lawyers could solicit family law clients.

A member asked if the Model Policy could simply use the language contained in Rule 6.1(b)(1) and the related comments. Subcommittee members considered this issue but did not support it because, in the clinic context, the lawyer’s interaction with the client is short-term. Because the context is limited, converting the interaction with the client at the clinic to a full scope representation would not be consistent with the situations that clinics face most often. As a result, it would probably be better to strike the “accordingly” sentence from Section X of the Model Policy rather than preserving the sentence to address a situation that does not frequently occur.

Another member voiced support for striking the “accordingly” sentence from Section X of the Model Policy because it suggests that it would not be permissible for a lawyer to take on a case if the lawyer volunteered at a clinic, which is not the Model Policy’s intention. Another member voiced support for striking the “accordingly” sentence in Section X of the Model Policy for the same reason. The clinic is a short-term commitment that concludes when the participant leaves the clinic.

Judge Lipinsky called for a straw vote on whether members wanted to strike the sentence. The results of the straw poll were unanimous in favor of striking the sentence.

The Committee then discussed Section VII of the proposed Model Policy, which addresses confidentiality. Subcommittee members explained that lawyers do not create work product while at the clinic. They mostly provide oral advice or suggestions to a clinic participant in person, over the phone, or via a remote platform. As a result, it may be unnecessary to address work product and attorney-client privilege issues because those details may be unnecessary in a Model Policy that focuses on spotting issues that may occur in a clinic without providing too much detail.

A member suggested revising the term “lawyer-client privilege” in Section VII of the Model Policy to “attorney-client privilege.” The member explained that, because “attorney-client privilege” is a term of art based on the statute, for consistency, the Committee should use it rather than “lawyer-client privilege.”

A member asked about the meaning of “anyone within the communication.” There was some discussion about the term and whether it created ambiguities. Another member suggested

deleting the phrase “anyone within the communication” in Section VII and replacing it with “a third person.” Several members voiced support for that proposal.

Another member suggested replacing the phrase “anyone within the communication” in Section VII to “anyone participating in the communication” because it is clearer and includes both the clinic participant and the lawyer providing the advice. Another member suggested replacing the phrase “anyone within the communication” in Section VII with “any person involved in the communication” because the paragraph uses “involved” earlier in the paragraph. Another member suggested using the term “anyone who witnessed the communication.” A subcommittee member explained that this issue is nuanced but was designed to simply identify the issue for clinic participants. The purpose of the paragraph is to warn lawyer participants in a clinic that the presence of a third-party could mean that the communications are not privileged. As a result, the member suggested removing the language after the word “circumstances,” so that the paragraph would say:

Volunteer lawyers and/or LLPs must comply with Colo. RPC 1.6 and Colo. LLP RPC 1.6 (Confidentiality of Information), as applicable. Sometimes clients request that their communications with a volunteer occur in the presence of—and even with the involvement of—another person, such as a family member, friend or neighbor. The presence of that third person can affect the enforceability of the lawyer-client privilege or LLP-client privilege in certain circumstances, ~~such as if anyone within the communication is required to testify in a later proceeding.~~ Some exceptions to the possibility of waiver of the privilege have been articulated in case law, such as the use of translators, interpreters or others necessary to assist in the legal communication.

Ms. Lipka voiced support for striking the phrase. The Committee reached a consensus on striking the phrase.

A member suggested amending the proposed revision to Rule 6.5(b). Rule 6.5(a)(2) explains that a “lawyer is subject to Rule 1.10 only if the lawyer.” While the references to Rules 6.5(a)(2) and 6.5(b) are redundant, the Model Rule also contains the redundancy. Members discussed whether to remove the redundancy or mirror the Model Rule.

A member also commented on proposed Rule 6.5(a)(4). The member explained that imposing the requirement of surrendering papers is sensible but suggested that the proposed Rule 6.5(a)(4)’s reference to Colo. RPC 1.16(d) implies there would be more obligations than appropriate in a clinic setting. Members of the subcommittee explained that the language in proposed Rule 6.5(a)(4) is designed to address situations where participants leave documents with the clinic (such as an immigration clinic). When that happens, there are obligations to surrender papers to the client despite the clinic setting.

A member noted that Rule 1.16(d) also requires a lawyer to take steps to protect the client upon withdrawal, which would not be applicable to a short-term clinic setting. The language in Rule 6.5(a)(4) would provide that the only applicable part of Rule 1.16(d) is the obligation to surrender papers.

A member suggested revising Rule 6.5(a)(4) to provide that the obligations imposed by Rule 1.16(d) apply only to the limited obligation to surrender papers. Another member suggested tracking the language in Rule 6.5(a)(1) and (2) by saying in (4) that “is subject to Rule 1.16(d)’s requirement to surrender papers or property to which the client is entitled only if the lawyer received papers from the client at the clinic.”

A member expressed concern about the first clause of Rule 6.5(a)(4). The language seems to impose obligations on lawyers when the clinic may maintain the participants’ papers or property. The language may be unfair to the volunteer lawyers at a clinic.

A member suggested that the purpose of Rule 6.5(b) is to clarify that, if a lawyer’s participation in a clinic results in a conflict, the conflict should not be imputed to the entire firm.

Ms. Yates expressed her appreciation to the Committee members for their thoughtful feedback. The subcommittee will consider the feedback and make additional revisions to proposed Rule 6.5 and the Model Policy.

4. NEW BUSINESS [Judge Lipinsky]. Judge Large explained that the ABA House of Delegates is considering potential revisions to Model Rule 1.14 at the February meeting of the ABA House of Delegates. Colorado’s delegates to the ABA House of Delegates are interested in any feedback on the proposed revisions to Model Rule 1.14. The ABA House of Delegates meeting is scheduled for February 9, 2026. Several members suggested sending the proposed Model Rule 1.14 revisions to the Trust and Estates Section of the Colorado Bar Association for review and comment.

5. ADJOURNMENT. A motion was made and seconded to adjourn the meeting. The motion carried. The meeting was adjourned at 10:49 a.m.

6. NEXT MEETINGS. The next meetings of the Committee will be on April 24, 2026; July 24, 2026; and September 25, 2026.

Respectfully submitted,

Troy R. Rackham, Secretary

Attachment 2

Attorney Regulation Counsel
Jessica E. Yates

Chief Deputy Regulation Counsel
Margaret B. Funk

Deputy Regulation Counsel
Dawn M. McKnight
April M. McMurrey
Gregory G. Sapakoff

Assistant Deputy Regulation Counsel
Erin Robson Kristofco
Lisa E. Pearce

**COLORADO SUPREME COURT
ATTORNEY REGULATION COUNSEL**



Attorneys' Fund for Client Protection
Unauthorized Practice of Law

First Assistant Regulation Counsel
Justin P. Moore
Catherine S. Shea
E. James Wilder

Senior Assistant Regulation Counsel
Jill Perry Fernandez
Rhonda White-Mitchell

Assistant Regulation Counsel
Jonathan Blasewitz
Ryann A. Love
Jody McGuirk
Michele Melnick
Zoey Tanner
Jonathan P. White

Inventory Counsel
Jay Fernandez

April 15, 2026

Via Email: lino.lipinsky@judicial.state.co.us
Judge Lino S. Lipinsky de Orlov
2 East 14th Avenue
Denver, CO 80203

Re: Subcommittee Transmittal for Proposed Changes to Colo. RPC 6.5 and
Comments, and Proposed Model Policy

Dear Judge Lipinsky:

On behalf of the subcommittee formed to review and propose changes to Colo. RPC 6.5, Nonprofit and Court-annexed Limited Legal Services Programs (the "Subcommittee"), we hereby tender the following proposal for consideration by the Standing Committee on the Rules of Professional Conduct.

Background:

As you may recall, the Subcommittee was created months ago after the Committee discussed the requirement to obtain informed consent for a limited scope representation in nonprofit and court-annexed limited legal services programs – something that current Comment [2] to Rule 6.5 addresses, but not in a way that acknowledges the context of clinic-type settings. Through discussions with stakeholders, we identified other ambiguities in whether and how the Rules of Professional Conduct should apply in these settings. The proposed changes to Rule 6.5 and its comments are informed by those discussions.

The same discussions highlighted the need for guidance to nonprofit organizations offering clinics and similar limited legal services programs. While lawyers and LLPs continue to be responsible for their own compliance with their respective Rules of Professional Conduct, clinic organizers are generally the first point of contact with both prospective clients and volunteer lawyers/LLPs. As such, they have the opportunity to adopt policies and procedures to provide a solid foundation upon which volunteers can assist clients in a manner consistent with their professional obligations.

In addition to myself as Chair, the core subcommittee members are (with affiliations where they are not members of the Standing Committee):

Kristin Bronson (Colorado Lawyers Committee)
Tom Downey
Judge Adam Espinosa
Tracy Harper (Catholic Charities)
Sarah Lipka (Colorado Legal Services)
Lois Lupica
Toni-Anne Nunez (formerly DBA/Metro Volunteer Lawyers)
Elisa (“Emo”) Overall (Access to Justice Commission)
Noah Patterson
Dave Stark

We also reached out to numerous other clinic stakeholders (many thanks to Kristin Bronson for identifying them and facilitating contact) to hear their comments and concerns.

Changes from Proposal as Presented January 23, 2026

In January, the Subcommittee presented a draft proposal of changes to Colo. RPC 6.5 and a draft “Navigating Limited Legal Services in Colorado – A Model Policy for Programs” (“Model Policy”) to the full Committee. The Model Policy would be a resource to assist clinic organizers in the development of their own policies and procedures that clinics could communicate to volunteers. Clinics would not be required to adopt the Model Policy or adhere to it.

As to the proposed changes to Colo. RPC 6.5, the most substantive feedback from the Committee was that the provision addressing applicability of Colo. RPC 1.16 needed to be more precise to avoid suggesting that clinic volunteer lawyers and LLPs need to undertake the usual termination responsibilities typical of a full-scope representation. The Subcommittee has responded to this feedback by splitting the original proposed paragraph addressing Rule 1.16 into two paragraphs that address distinct responsibilities.

After the Committee meeting, a member reached out with feedback that perhaps paragraph (b) (“Except as provided in paragraph (a)(2) of this Rule, Rule 1.10 is inapplicable to a representation governed by this Rule.”) was not necessary given the language of paragraph (a)(2). The Subcommittee discussed this feedback, and believes that it remains appropriate to keep paragraph (b) given the importance of clearly addressing imputation of conflicts. Fear of imputation through clinic volunteering could lead law firms to discourage its lawyers and LLPs from participating in clinics.

As to the Model Policy, the Subcommittee addressed a couple of substantive questions that had been discussed at the Committee meeting. As to Model Policy’s confidentiality section, the Subcommittee considered the feedback that the explanatory clause “such as if anyone within the communication is required to testify in a later proceeding” was more confusing than helpful, and has deleted that from the proposal. As to the Model Policy’s solicitation section, the Subcommittee considered the feedback that language expressly prohibiting a volunteer from offering services subsequent to the clinic may inadvertently discourage appropriate pro bono work. Accordingly, the Subcommittee has deleted the sentence referring to that prohibition, but maintained the general caution that Colo. RPC 7.3 must be followed.

Attached are:

- Proposed changes to Colo. RPC 6.5 and Comments redlined against the current Colo. RPC 6.5 and Comments
- Clean version of proposed changes to Colo. RPC 6.5 and Comments
- Proposed Model Policy redlined against the version of the proposal presented to the Committee in January 2026
- Clean version of the proposed Model Policy

As always, please let me know if you have any questions.

Sincerely,



Jessica E. Yates
Attorney Regulation Counsel

JEY/kp
Enclosures

Rule 6.5. Nonprofit and Court-Annexed Limited Legal Services Programs

(a) A lawyer who, under the auspices of a program sponsored by a nonprofit organization or court, provides short-term limited legal services to a client without expectation by either the lawyer or the client that the lawyer will provide continuing representation in the matter, must comply with the Rules of Professional Conduct, including Rules 1.6 and 1.9(c), except as provided otherwise by this Rule. A lawyer providing services under this Rule:

(1) is subject to Rules 1.7 and 1.9(a) only if the lawyer knows that the representation of the client involves a conflict of interest; ~~and~~

(2) is subject to Rule 1.10 only if the lawyer knows that another lawyer associated with the lawyer in a law firm is disqualified by Rule 1.7 or 1.9(a) with respect to the matter;

(3) is subject to Rule 1.5 and Rules 1.15A-1.15E only if the lawyer or the sponsoring program collects fees for lawyer services from participating clients;

(4) is subject to Rule 1.16's provisions regarding termination of the representation only if the lawyer's representation of the client continues beyond the short-term limited legal services as established and defined by the program pursuant to the program's terms and conditions for participating clients; and

(5) is subject to Rule 1.16(d)'s requirement to surrender papers and property to which the client is entitled only if the lawyer or the sponsoring program collects and retains papers and property from participating clients, and is subject to Rule 1.16A only if the lawyer creates a client file. Program administrative information is not part of the client file.

(b) Except as provided in paragraph (a)(2) of this Rule, Rule 1.10 is inapplicable to a representation governed by this Rule.

(c) A lawyer who provides short-term limited legal services pursuant to this Rule must secure the client's informed consent to the limited scope of the representation, pursuant to Rule 1.2(c).

COMMENT

[1] Legal services organizations, courts and various nonprofit organizations have established programs through which lawyers provide short-term limited legal services--such as legal advice or the completion of legal forms that will assist persons to address their legal problems without further representation by a lawyer. In these programs, such as legal-advice hotlines, advice-only clinics or pro se counseling programs, a client-lawyer relationship is established, but there is no expectation that the lawyer's representation of the client will continue beyond the limited consultation. In many such programs, the representation terminates under the terms of the program after a single meeting, phone call, or other interactive communication. Such programs typically do not charge for their services, and do not collect and retain money, documents, or property from the clients they serve. Likewise, Ssuch programs are normally operated under circumstances in which it is not feasible for a lawyer to systematically screen for conflicts of interest as is generally required before undertaking a representation. See, e.g., Rules 1.7, 1.9 and 1.10.

[2] ~~A lawyer who provides short-term limited legal services pursuant to this Rule must secure the client's informed consent to the limited scope of the representation. See Rule 1.2(c). If a short-term limited representation would not be reasonable under the circumstances, the lawyer may offer advice to the client but must also advise the client of the need for further assistance of counsel. Except as provided in this Rule, the Rules of Professional Conduct, including Rules 1.6 and 1.9(c), are applicable to the limited representation.~~ The communication necessary to obtain the informed consent of a client participating in a short-term limited legal services program will vary according to the circumstances. See Rule 1.0(e) and Comments [6] and [7]. For example, the communication could include a statement that a full-scope representation is advisable but is not being offered. Rule 1.2(c) requires that the limited scope of the legal services provided be reasonable under the circumstances, but it does not require that the client's informed consent be given in writing or signed by the client. Programs offering short-term limited legal services may obtain the informed consent of the client prior to a client's interaction with a participating lawyer. If a program conditions a client's participation on the client giving informed consent, a participating lawyer may rely on that program's communications and procedures to meet the requirement imposed by Rule 1.2(c).

[3] Because a lawyer who is representing a client in the circumstances addressed by this Rule ordinarily is not able to check systematically for conflicts of interest, paragraph (a) requires compliance with Rules 1.7 or 1.9(a) only if the lawyer knows that the representation presents a conflict of interest for the lawyer, and with Rule 1.10 only if the lawyer knows that another lawyer in the lawyer's firm is disqualified by Rules 1.7 or 1.9(a) in the matter.

[4] Because the limited nature of the services significantly reduces the risk of conflicts of interest with other matters being handled by the lawyer's firm, paragraph (b) provides that Rule 1.10 is inapplicable to a representation governed by this Rule except as provided by paragraph (a)(2). Paragraph (a)(2) requires the participating lawyer to comply with Rule 1.10 when the lawyer knows that the lawyer's firm is disqualified by Rules 1.7 or 1.9(a). By virtue of paragraph (b), however, a lawyer's participation in a short-term limited legal services program will not preclude the lawyer's firm from undertaking or continuing the representation of a client with interests adverse to a client being represented under the program's auspices. Nor will the personal disqualification of a lawyer participating in the program be imputed to other lawyers participating in the program.

[5] If, after commencing a short-term limited representation in accordance with this Rule, a lawyer undertakes to represent the client in the matter on an ongoing basis, Rules 1.7, 1.9(a) and 1.10 become applicable.

Rule 6.5. Nonprofit and Court-Annexed Limited Legal Services Programs

(a) A lawyer who, under the auspices of a program sponsored by a nonprofit organization or court, provides short-term limited legal services to a client without expectation by either the lawyer or the client that the lawyer will provide continuing representation in the matter, must comply with the Rules of Professional Conduct, including Rules 1.6 and 1.9(c), except as provided otherwise by this Rule. A lawyer providing services under this Rule:

(1) is subject to Rules 1.7 and 1.9(a) only if the lawyer knows that the representation of the client involves a conflict of interest;

(2) is subject to Rule 1.10 only if the lawyer knows that another lawyer associated with the lawyer in a law firm is disqualified by Rule 1.7 or 1.9(a) with respect to the matter;

(3) is subject to Rule 1.5 and Rules 1.15A-1.15E only if the lawyer or the sponsoring program collects fees for lawyer services from participating clients;

(4) is subject to Rule 1.16's provisions regarding termination of the representation only if the lawyer's representation of the client continues beyond the short-term limited legal services as established and defined by the program pursuant to the program's terms and conditions for participating clients; and

(5) is subject to Rule 1.16(d)'s requirement to surrender papers and property to which the client is entitled only if the lawyer or the sponsoring program collects and retains papers and property from participating clients, and is subject to Rule 1.16A only if the lawyer creates a client file. Program administrative information is not part of the client file.

(b) Except as provided in paragraph (a)(2) of this Rule, Rule 1.10 is inapplicable to a representation governed by this Rule.

(c) A lawyer who provides short-term limited legal services pursuant to this Rule must secure the client's informed consent to the limited scope of the representation, pursuant to Rule 1.2(c).

COMMENT

[1] Legal services organizations, courts and various nonprofit organizations have established programs through which lawyers provide short-term limited legal services--such as legal advice or the completion of legal forms that will assist persons to address their legal problems without further representation by a lawyer. In these programs, such as legal-advice hotlines, advice-only clinics or pro se counseling programs, a client-lawyer relationship is established, but there is no expectation that the lawyer's representation of the client will continue beyond the limited consultation. In many such programs, the representation terminates under the terms of the program after a single meeting, phone call, or other interactive communication. Such programs typically do not charge for their services, and do not collect and retain money, documents, or property from the clients they serve. Likewise, such programs are normally operated under circumstances in which it is not feasible for a lawyer to systematically screen for conflicts of interest as is generally required before undertaking a representation. See, e.g., Rules 1.7, 1.9 and 1.10.

[2] The communication necessary to obtain the informed consent of a client participating in a short-term limited legal services program will vary according to the circumstances. See Rule 1.0(e) and Comments [6] and [7]. For example, the communication could include a statement that a full-scope representation is advisable but is not being offered. Rule 1.2(c) requires that the limited scope of the legal services provided be reasonable under the circumstances, but it does not require that the client's informed consent be given in writing or signed by the client. Programs offering short-term limited legal services may obtain the informed consent of the client prior to a client's interaction with a participating lawyer. If a program conditions a client's participation on the client giving informed consent, a participating lawyer may rely on that program's communications and procedures to meet the requirement imposed by Rule 1.2(c).

[3] Because a lawyer who is representing a client in the circumstances addressed by this Rule ordinarily is not able to check systematically for conflicts of interest, paragraph (a) requires compliance with Rules 1.7 or 1.9(a) only if the lawyer knows that the representation presents a conflict of interest for the lawyer, and with Rule 1.10 only if the lawyer knows that another lawyer in the lawyer's firm is disqualified by Rules 1.7 or 1.9(a) in the matter.

[4] Because the limited nature of the services significantly reduces the risk of conflicts of interest with other matters being handled by the lawyer's firm, paragraph (b) provides that Rule 1.10 is inapplicable to a representation governed by this Rule except as provided by paragraph (a)(2). Paragraph (a)(2) requires the participating lawyer to comply with Rule 1.10 when the lawyer knows that the lawyer's firm is disqualified by Rules 1.7 or 1.9(a). By virtue of paragraph (b), however, a lawyer's participation in a short-term limited legal services program will not preclude the lawyer's firm from undertaking or continuing the representation of a client with interests adverse to a client being represented under the program's auspices. Nor will the personal disqualification of a lawyer participating in the program be imputed to other lawyers participating in the program.

[5] If, after commencing a short-term limited representation in accordance with this Rule, a lawyer undertakes to represent the client in the matter on an ongoing basis, Rules 1.7, 1.9(a) and 1.10 become applicable.

Navigating Limited Legal Services in Colorado – A Model Policy for Programs

Preamble

The Model Policy for Nonprofit and Court-Annexed Limited Legal Services Programs provides a recommended robust and ethically grounded framework for delivering crucial, short-term legal assistance. While the Colorado Rules of Professional Conduct (Colo. RPC) and the similar Colorado Licensed Legal Paraprofessional Rules of Professional Conduct (Colo. LLP RPC) set forth the minimum requirements for the conduct of lawyers and LLPs, there is little guidance available to legal services programs striving to ensure that ~~its~~^{their} staff and volunteers understand the intersection between those rules and the brief, limited representation of clients through clinics or similar platforms.

These two sets of Rules of Professional Conduct regulate lawyers and LLPs, not legal services programs. But if programs do not ensure that certain important communications with clients occur, the lawyers and LLPs providing services will be obligated to do so, impacting the available time of volunteers and undermining a program's ability to ensure that communications with prospective and actual clients are accurate and consistent. Likewise, if programs are not clear on important issues like fees and client documents, they risk confusion or even legal exposure, and the participating lawyers and LLPs could be in violation of their professional obligations. Solid program policies can help avoid these problems.

This model policy is aimed at the type of short-term limited legal services envisioned by Colo. RPC 6.5 and Colo. LLP RPC 6.5. For example, a regularly occurring community clinic or one-time "legal event" designated for a particular day and venue can offer the opportunity for program participants to consult with a licensed lawyer or LLP, and then the lawyer-client or LLP-client relationship ends. Other programs offering other types of limited-scope representations might find value in portions of the model policy. The model policy is designed to have sections that will be helpful to any program offering limited legal services.

Because each program is different, program organizers should evaluate which sections of the model policy are appropriate for a particular program and tailor them as needed. For example, community clinic programs are unlikely to accept for safekeeping any client documents. But programs offering limited scope representations that may span several consultations over weeks or months may decide it is appropriate to retain client documents. Programs in this latter category would need a different document retention policy than the one set forth in the model policy.

Likewise, this model policy is aimed at programs in which all legal services are provided without charging any fees to the clients. Any lawyers or LLPs working in a program that accepts fees for

legal services would need to comply with all fee-related provisions of the applicable Rules of Professional Conduct.

Further, if a program intends to collect advance funds for necessary costs, such as the cost of filing and serving a document, the lawyers or LLPs working in that program are responsible for complying with rules pertaining to costs and expenses. The program may conclude that it should handle these communications on behalf of legal practitioners to explicitly state what costs could be incurred and how any advance payment of costs will be safeguarded.

While this model policy is focused on programs that offer services covered by Colo. RPC 6.5, attorneys may provide unbundled legal services outside ~~of a clinic model~~, including limited appearances within a court case, providing advice or brief service, and drafting pleadings. See Colo. R.P.C. 1.2(c); C.R.C.P. 121 §1-1(5); C.A.R. 5(e). This model policy is intended for legal clinics as set out in [Colo. R.P.C. 6.5](#) and is not intended to address unbundled legal services in other contexts.

Recommended Model Policy*

* Bracketed language needs to be replaced with descriptions from the program before finalizing any policy.

I. Introduction

This program serves [*description of constituents*] by providing short-term limited legal services through licensed lawyers ~~and/or~~ legal paraprofessionals. [*Optional description of services can be provided here.*] This program has determined that Colo. RPC 6.5 and Colo. LLP RPC 6.5 (Nonprofit and Court-Annexed Limited Legal Services Programs) apply to this program. While this program does not offer full-~~scale~~-scope legal representation, it is committed to safeguarding the interests of both clients and participating lawyers/LLPs and to responsible legal practice.

II. Scope of Services

This program offers pro bono short-term limited legal services, such as [*description of types of services, such as understanding a legal document, advice on options after receiving legal notice, completing legal forms*] in the areas of [*description of areas of law or types of legal problems, such as landlord-tenant disputes, protection orders, consumer protection, or small claims*]. These services are not intended to be comprehensive or ongoing, and unless this program affirmatively informs the volunteer lawyers and LLPs otherwise, the services as to any specific legal issue or matter will not continue after the pro bono legal practitioner meets with a program participant who requests ~~ing~~ limited legal services. This typically occurs the same day that services are sought.

The program will communicate to [fill in with description of constituent group or individuals within a group] that its short-term limited legal services are not full-scale representations and may not result in ~~any~~ resolution of any given legal issue. The program will strive to use clear and direct language to help program participants understand that the participating lawyers and LLPs are not volunteering to appear in court or act in a representative capacity.

If the program has an option of allowing the short-term limited legal services to be provided over ~~the course of~~ more than one meeting, the program will expressly inform the client as to when the services end. While a lawyer-client or LLP-client relationship will briefly exist for purposes of delivering those services, the relationship will terminate when the lawyer or LLP provides the offered limited services, and there will be no ongoing representation of the client under this program.

A client can return to the program on a later date and present the same or similar legal issue or question. Any subsequent consultations do *not* constitute an ongoing representation of the client. This subsequent consultation may involve the same or different lawyers or LLPs as a prior consultation, but regardless, the volunteers will not be expected to retain information from that prior consultation.

III. Conflicts

All participating lawyers and LLPs are required to comply with all of their applicable rules of professional conduct, with the specific exceptions set forth by Colo. RPC 6.5 or Colo. LLP RPC 6.5.

While lawyers and LLPs are not expected to conduct conflict checks when participating in the program, they are expected to consider their actual knowledge of their own clients and their matters, as well as their actual knowledge of their firm's clients and matters, in deciding whether a conflict exists. Upon being assigned a client or client matter, if a licensed lawyer or LLP has actual knowledge of a conflict of interest as defined in Colo. RPC 1.7 or Colo. LLP RPC 1.7 (Conflict of Interest: Current Clients) or Colo. RPC 1.9(a) or Colo. LLP RPC 1.9(a) (Duties to Former Clients), they must not provide any services to the client. Likewise, if a licensed lawyer or LLP has actual knowledge that another lawyer or LLP in their firm is disqualified with respect to the specific matter, they must not proceed with the limited representation. *See* Colo. RPC 1.10 or Colo. LLP RPC 1.10.

IV. Fees

This program does not charge program participants for requesting or obtaining short-term limited legal services, and does not permit participating lawyers ~~and/or~~ LLPs to charge fees for such services.

V. Informed Consent

Pursuant to Colo. RPC 1.2(c) and Colo. LLP RPC 1.2(c), this program will obtain the informed consent of clients requesting short-term limited legal services. Colo. RPC 1.0(e) and Colo. LLP RPC 1.0(e) define “informed consent” as “the agreement by a person to a proposed course of conduct” after the lawyer or LLP “has communicated adequate information and explanation about the material risks of and reasonably available alternatives to the proposed course of conduct.”

Pursuant to Comment [2] to Colo. RPC 6.5, which also applies to LLPs, this program obtains the informed consent of all participating clients prior to a client’s interaction with a participating lawyer or LLP. This program will inform program participants that short-term limited legal services by their nature do not involve the analysis of and recommendations for complex factual or legal situations, and typically no extensive legal research will be performed. The program will inform program participants seeking short-term limited legal services that they will not receive full-scope representation through the program, and they might not reach a resolution of any particular legal question or issue. ~~If s~~Someone who decides to become a client of the program by receiving short-term limited legal services is, ~~they still are~~ free to seek the services of a lawyer or LLP outside the program. Indeed, clients may be advised to seek those professional services. While Comment [2] to Colo. RPC 6.5 allows lawyers and LLPs to rely on this program’s informed consent procedures and communications, each participating lawyer or LLP is free to supplement this disclosure in communications with individual clients, provided that the communication is consistent with this program’s policies.

The Rules of Professional Conduct for both lawyers and LLPs do not require documentation of the agreement of the client to receive short-term limited legal services.

Option 1: However, this program has determined that providing such documentation is an appropriate policy. The program will obtain and maintain such documentation as follows: *[description of documentation policies, such as a signature under an informed consent clinic check-in form, a contemporaneous note from program staff or volunteer attorney or LLP indicating that the client has provided informed consent, or submission of a web-based request for services where the web page includes the informed consent].*

Option 2: This program does not maintain such documentation, but individual volunteer lawyers and LLPs are free to do so.

VI. Professional Liability Insurance*

* This model policy sets forth two options: one for an insured program, and one for an uninsured program. Either option should be carefully reviewed and tailored to accurately state the existence of insurance and its applicability.

Option 1: This program carries professional liability insurance that applies to the short-term limited legal services provided by its volunteer lawyers or LLPs who are licensed and currently in good standing to practice in the state of Colorado. [*If applicable:* Volunteers federally authorized to practice in Colorado also may be covered by this program's professional liability insurance if their provision of legal services for this program is within the scope of their federal authorization.] This program strongly encourages any other lawyer who wishes to volunteer but is not licensed by Colorado or is registered as inactive in Colorado to review C.R.C.P. 204.6 for the process of applying for pro bono counsel certification.

Option 2: This program does not carry professional liability insurance ~~that applies to its~~for volunteer lawyers or LLPs. However, many professional liability policies that lawyers or LLPs obtain for their private practice may provide coverage for these volunteer activities, as well. Volunteers seeking more information should consult with their carriers.

VII. Confidentiality

Volunteer lawyers ~~and/or~~or LLPs must comply with Colo. RPC 1.6 and Colo. LLP RPC 1.6 (Confidentiality of Information), as applicable. Sometimes clients request that their communications with a volunteer occur in the presence of — and even with the involvement of — another person, such as a family member, friend, or neighbor. The presence of that third person can affect the enforceability of the ~~lawyer~~attorney-client privilege or LLP-client privilege in certain circumstances, ~~such as if anyone within the communication is required to testify in a later proceeding~~. Some exceptions to the possibility of waiver of the privilege have been articulated in case law, such as the use of translators, interpreters, or others necessary to assist in the legal communication.

The program expects each volunteer to ~~verbally~~orally confirm with the client that the client understands that the presence of another person could affect the ability to keep their information confidential and the communications confidential.

Option under Confidentiality: This program requires that if any client wishes to have a third party, other than a person necessary for the communication to be understood, be present for or participate in a consultation, the volunteer lawyer or LLP must ~~verbally~~orally confirm with the client that they understand that the presence of another person could affect the ability to keep their information confidential and the communications confidential. The client then must provide informed consent, documented by the volunteer lawyer or LLP, clinic staff, or client.

VIII. Advising More Than One Client With The Same Legal Issue On Identical Facts

This program permits two or more clients with the same legal issue to simultaneously request short-term limited legal services when they have materially identical facts applicable to that issue, and want to meet with the same legal practitioner, to receive those services when there is not a significant risk that the representation of one client will be materially limited by the lawyer's or LLP's responsibilities to the other. For example, two roommates renting an apartment unit may jointly request such services for a problem with their landlord. Volunteer lawyers and LLPs must follow applicable conflict rules, namely Colo. RPC 1.7 or Colo. LLP RPC 1.7, to determine whether there would be a conflict in providing short-term representations to one or both parties. If a volunteer lawyer or LLP believes ~~that~~ there could be a conflict in providing legal advice or other short-term limited legal services to the clients, the volunteer should either request that the program assign each client the client's own volunteer lawyer or LLP in a manner consistent with Rule 1.7, or if the conflict is waivable, confirm such a waiver in writing. If the conflict is not waived, the assigned volunteers should not communicate with each other about their respective representations of the different clients.

IX. Client Documents

This program will inform clients that the program does not retain client documents after the consultation between the volunteer lawyer or LLP and the client has concluded. If the client believes that a subsequent consultation will occur, the client must ~~take~~retain the client documents ~~with them~~. Volunteer lawyers and LLPs also must not offer to retain documents on behalf of the clients they serve.

Optional alternative: This program retains client documents in certain circumstances. This program will inform volunteer lawyers and LLPs about those circumstances and provide additional guidance on how to effectuate the program's policies.

X. In-Person Solicitation

Program volunteer lawyers and LLPs must comply with Colo. RPC 7.3 and Colo. LLP RPC 7.3 (Solicitation of Clients), respectively. With a few exceptions, these rules generally prohibit lawyers and LLPs from soliciting business by live person-to-person contact “when a significant motive” is “pecuniary gain” that may accrue to the practitioner or the practitioner’s firm.

~~Accordingly, this program does not permit a participating lawyer or LLP to offer their services outside of the program’s pro bono limited legal services unless the participating lawyer or LLP is offering to do so on a pro bono basis with no reasonable expectation of recovering fees in the matter.~~

Further, if a lawyer or LLP offers services that are not limited legal services covered by Colo. RPC 6.5 or Colo. LLP RPC 6.5, then none of the exceptions within that rule apply, and the lawyer or LLP is responsible for compliance with all applicable rules of professional conduct.

Navigating Limited Legal Services in Colorado – A Model Policy for Programs

Preamble

The Model Policy for Nonprofit and Court-Annexed Limited Legal Services Programs provides a recommended robust and ethically grounded framework for delivering crucial, short-term legal assistance. While the Colorado Rules of Professional Conduct (Colo. RPC) and the similar Colorado Licensed Legal Paraprofessional Rules of Professional Conduct (Colo. LLP RPC) set forth the minimum requirements for the conduct of lawyers and LLPs, there is little guidance available to legal services programs striving to ensure that their staff and volunteers understand the intersection between those rules and the brief, limited representation of clients through clinics or similar platforms.

These two sets of Rules of Professional Conduct regulate lawyers and LLPs, not legal services programs. But if programs do not ensure that certain important communications with clients occur, the lawyers and LLPs providing services will be obligated to do so, impacting the available time of volunteers and undermining a program's ability to ensure that communications with prospective and actual clients are accurate and consistent. Likewise, if programs are not clear on important issues like fees and client documents, they risk confusion or even legal exposure, and the participating lawyers and LLPs could be in violation of their professional obligations. Solid program policies can help avoid these problems.

This model policy is aimed at the type of short-term limited legal services envisioned by Colo. RPC 6.5 and Colo. LLP RPC 6.5. For example, a regularly occurring community clinic or one-time "legal event" designated for a particular day and venue can offer the opportunity for program participants to consult with a licensed lawyer or LLP, and then the lawyer-client or LLP-client relationship ends. Other programs offering other types of limited-scope representations might find value in portions of the model policy. The model policy is designed to have sections that will be helpful to any program offering limited legal services.

Because each program is different, program organizers should evaluate which sections of the model policy are appropriate for a particular program and tailor them as needed. For example, community clinic programs are unlikely to accept for safekeeping any client documents. But programs offering limited scope representations that may span several consultations over weeks or months may decide it is appropriate to retain client documents. Programs in this latter category would need a different document retention policy than the one set forth in the model policy.

Likewise, this model policy is aimed at programs in which all legal services are provided without charging any fees to the clients. Any lawyers or LLPs working in a program that accepts fees for

legal services would need to comply with all fee-related provisions of the applicable Rules of Professional Conduct.

Further, if a program intends to collect advance funds for necessary costs, such as the cost of filing and serving a document, the lawyers or LLPs working in that program are responsible for complying with rules pertaining to costs and expenses. The program may conclude that it should handle these communications on behalf of legal practitioners to explicitly state what costs could be incurred and how any advance payment of costs will be safeguarded.

While this model policy is focused on programs that offer services covered by Colo. RPC 6.5, attorneys may provide unbundled legal services outside a clinic model, including limited appearances within a court case, providing advice or brief service, and drafting pleadings. See Colo. RPC 1.2(c); C.R.C.P. 121 §1-1(5); C.A.R. 5(e). This model policy is intended for legal clinics as set out in Colo. RPC 6.5 and is not intended to address unbundled legal services in other contexts.

Recommended Model Policy*

* Bracketed language needs to be replaced with descriptions from the program before finalizing any policy.

I. Introduction

This program serves [*description of constituents*] by providing short-term limited legal services through licensed lawyers or legal paraprofessionals. [*Optional description of services can be provided here.*] This program has determined that Colo. RPC 6.5 and Colo. LLP RPC 6.5 (Nonprofit and Court-Annexed Limited Legal Services Programs) apply to this program. While this program does not offer full-scope legal representation, it is committed to safeguarding the interests of both clients and participating lawyers/LLPs and to responsible legal practice.

II. Scope of Services

This program offers pro bono short-term limited legal services, such as [*description of types of services, such as understanding a legal document, advice on options after receiving legal notice, completing legal forms*] in the areas of [*description of areas of law or types of legal problems, such as landlord-tenant disputes, protection orders, consumer protection, or small claims*]. These services are not intended to be comprehensive or ongoing, and unless this program affirmatively informs the volunteer lawyers and LLPs otherwise, the services as to any specific legal issue or matter will not continue after the pro bono legal practitioner meets with a program participant who requests limited legal services. This typically occurs the same day that services are sought.

The program will communicate to [fill in with description of constituent group or individuals within a group] that its short-term limited legal services are not full-scale representations and may not result in resolution of any given legal issue. The program will strive to use clear and direct language to help program participants understand that the participating lawyers and LLPs are not volunteering to appear in court or act in a representative capacity.

If the program has an option of allowing the short-term limited legal services to be provided over more than one meeting, the program will expressly inform the client as to when the services end. While a lawyer-client or LLP-client relationship will briefly exist for purposes of delivering those services, the relationship will terminate when the lawyer or LLP provides the offered limited services, and there will be no ongoing representation of the client under this program.

A client can return to the program on a later date and present the same or similar legal issue or question. Any subsequent consultations do *not* constitute an ongoing representation of the client. This subsequent consultation may involve the same or different lawyers or LLPs as a prior consultation, but regardless, the volunteers will not be expected to retain information from that prior consultation.

III. Conflicts

All participating lawyers and LLPs are required to comply with all of their applicable rules of professional conduct, with the specific exceptions set forth by Colo. RPC 6.5 or Colo. LLP RPC 6.5.

While lawyers and LLPs are not expected to conduct conflict checks when participating in the program, they are expected to consider their actual knowledge of their own clients and their matters, as well as their actual knowledge of their firm's clients and matters, in deciding whether a conflict exists. Upon being assigned a client or client matter, if a licensed lawyer or LLP has actual knowledge of a conflict of interest as defined in Colo. RPC 1.7 or Colo. LLP RPC 1.7 (Conflict of Interest: Current Clients) or Colo. RPC 1.9(a) or Colo. LLP RPC 1.9(a) (Duties to Former Clients), they must not provide any services to the client. Likewise, if a licensed lawyer or LLP has actual knowledge that another lawyer or LLP in their firm is disqualified with respect to the specific matter, they must not proceed with the limited representation. *See* Colo. RPC 1.10 or Colo. LLP RPC 1.10.

IV. Fees

This program does not charge program participants for requesting or obtaining short-term limited legal services, and does not permit participating lawyers or LLPs to charge fees for such services.

V. Informed Consent

Pursuant to Colo. RPC 1.2(c) and Colo. LLP RPC 1.2(c), this program will obtain the informed consent of clients requesting short-term limited legal services. Colo. RPC 1.0(e) and Colo. LLP RPC 1.0(e) define “informed consent” as “the agreement by a person to a proposed course of conduct” after the lawyer or LLP “has communicated adequate information and explanation about the material risks of and reasonably available alternatives to the proposed course of conduct.”

Pursuant to Comment [2] to Colo. RPC 6.5, which also applies to LLPs, this program obtains the informed consent of all participating clients prior to a client’s interaction with a participating lawyer or LLP. This program will inform program participants that short-term limited legal services by their nature do not involve the analysis of and recommendations for complex factual or legal situations, and typically no extensive legal research will be performed. The program will inform program participants seeking short-term limited legal services that they will not receive full-scope representation through the program, and they might not reach a resolution of any particular legal question or issue. Someone who decides to become a client of the program by receiving short-term limited legal services is free to seek the services of a lawyer or LLP outside the program. Indeed, clients may be advised to seek those professional services. While Comment [2] to Colo. RPC 6.5 allows lawyers and LLPs to rely on this program’s informed consent procedures and communications, each participating lawyer or LLP is free to supplement this disclosure in communications with individual clients, provided that the communication is consistent with this program’s policies.

The Rules of Professional Conduct for both lawyers and LLPs do not require documentation of the agreement of the client to receive short-term limited legal services.

Option 1: However, this program has determined that providing such documentation is an appropriate policy. The program will obtain and maintain such documentation as follows: [description of documentation policies, such as a signature under an informed consent clinic check-in form, a contemporaneous note from program staff or volunteer attorney or LLP indicating that the client has provided informed consent, or submission of a web-based request for services where the web page includes the informed consent].

Option 2: This program does not maintain such documentation, but individual volunteer lawyers and LLPs are free to do so.

VI. Professional Liability Insurance*

* This model policy sets forth two options: one for an insured program, and one for an uninsured program. Either option should be carefully reviewed and tailored to accurately state the existence of insurance and its applicability.

Option 1: This program carries professional liability insurance that applies to the short-term limited legal services provided by its volunteer lawyers or LLPs who are licensed and currently in good standing to practice in the state of Colorado. [*If applicable:* Volunteers federally authorized to practice in Colorado also may be covered by this program's professional liability insurance if their provision of legal services for this program is within the scope of their federal authorization.] This program strongly encourages any other lawyer who wishes to volunteer but is not licensed by Colorado or is registered as inactive in Colorado to review C.R.C.P. 204.6 for the process of applying for pro bono counsel certification.

Option 2: This program does not carry professional liability insurance for volunteer lawyers or LLPs. However, many professional liability policies that lawyers or LLPs obtain for their private practice may provide coverage for these volunteer activities, as well. Volunteers seeking more information should consult with their carriers.

VII. Confidentiality

Volunteer lawyers or LLPs must comply with Colo. RPC 1.6 and Colo. LLP RPC 1.6 (Confidentiality of Information), as applicable. Sometimes clients request that their communications with a volunteer occur in the presence of — and even with the involvement of — another person, such as a family member, friend, or neighbor. The presence of that third person can affect the enforceability of the attorney-client privilege or LLP-client privilege in certain circumstances. Some exceptions to the possibility of waiver of the privilege have been articulated in case law, such as the use of translators, interpreters, or others necessary to assist in the legal communication.

The program expects each volunteer to orally confirm with the client that the client understands that the presence of another person could affect the ability to keep their information confidential and the communications confidential.

Option under Confidentiality: This program requires that if any client wishes to have a third party, other than a person necessary for the communication to be understood, be

present for or participate in a consultation, the volunteer lawyer or LLP must orally confirm with the client that they understand that the presence of another person could affect the ability to keep their information confidential and the communications confidential. The client then must provide informed consent, documented by the volunteer lawyer or LLP, clinic staff, or client.

VIII. Advising More Than One Client With The Same Legal Issue On Identical Facts

This program permits two or more clients with the same legal issue to simultaneously request short-term limited legal services when they have materially identical facts applicable to that issue and want to meet with the same legal practitioner, to receive those services when there is not a significant risk that the representation of one client will be materially limited by the lawyer's or LLP's responsibilities to the other. For example, two roommates renting an apartment unit may jointly request such services for a problem with their landlord. Volunteer lawyers and LLPs must follow applicable conflict rules, namely Colo. RPC 1.7 or Colo. LLP RPC 1.7, to determine whether there would be a conflict in providing short-term representations to one or both parties. If a volunteer lawyer or LLP believes there could be a conflict in providing legal advice or other short-term limited legal services to the clients, the volunteer should either request that the program assign each client the client's own volunteer lawyer or LLP in a manner consistent with Rule 1.7, or if the conflict is waivable, confirm such a waiver in writing. If the conflict is not waived, the assigned volunteers should not communicate with each other about their respective representations of the different clients.

IX. Client Documents

This program will inform clients that the program does not retain client documents after the consultation between the volunteer lawyer or LLP and the client has concluded. If the client believes that a subsequent consultation will occur, the client must retain the client documents. Volunteer lawyers and LLPs also must not offer to retain documents on behalf of the clients they serve.

Optional alternative: This program retains client documents in certain circumstances. This program will inform volunteer lawyers and LLPs about those circumstances and provide additional guidance on how to effectuate the program's policies.

X. In-Person Solicitation

Program volunteer lawyers and LLPs must comply with Colo. RPC 7.3 and Colo. LLP RPC 7.3 (Solicitation of Clients), respectively. With a few exceptions, these rules generally prohibit

lawyers and LLPs from soliciting business by live person-to-person contact “when a significant motive” is “pecuniary gain” that may accrue to the practitioner or the practitioner’s firm.

Further, if a lawyer or LLP offers services that are not limited legal services covered by Colo. RPC 6.5 or Colo. LLP RPC 6.5, then none of the exceptions within that rule apply, and the lawyer or LLP is responsible for compliance with all applicable rules of professional conduct.