

California Paraprofessional Program Working Group
Regulation Subcommittee

Draft WRITTEN AGREEMENT AND MANDATORY DISCLOSURES language

(1) A [Paraprofessional] must personally perform the authorized services for the client and may not delegate these to a nonlicensed person or device. Nothing in this prohibition shall prevent a person who is not a licensed [Paraprofessional] from performing translation services;

(2) Prior to the performance of services for a fee, the [Paraprofessional] shall enter into a written contract with the client, signed by both the client and the [Paraprofessional], that provides the name, specialty area, and license number of the [Paraprofessional] and includes the following provisions:

- (a) A clear explanation of the services to be performed;
- (b) A clear and conspicuous disclosure that the [Paraprofessional] is not a lawyer, may only provide limited advice, may not represent the client in court, and will provide limited advice and assistance with preparation of court documents and related tasks. This statement shall be on the first page of the contract; in a type size, font, color, appearance, and location sufficiently noticeable for a client to read and comprehend them; in a print that contrasts with the background against which they appear; in larger type than the surrounding text; in a manner that clearly calls attention to the language. An example of an acceptable disclosure will be provided by the [Paraprofessional] Board;
- (c) [We recommend developing a mandatory disclosure attaching a description of what the [Paraprofessional] can and can't do, which must be made clear, as specifically authorized by the scope of practice regulations for the approved practice area in which the [Paraprofessional] is licensed, currently under development.];
- (d) Identification of all fees and costs to be charged to the client for the services to be performed;
- (e) A statement that upon the client's request, the [Paraprofessional] shall provide to the client any documents submitted by the client to the [Paraprofessional] and a copy of the client's file;
- (f) A statement describing the [Paraprofessional]'s duty to protect the confidentiality of information provided by the client and the [Paraprofessional]'s work product associated with the services sought or provided by the [Paraprofessional];
- (g) A statement that the client has the right to terminate the contract and services at any time, with or without cause, and receive a full refund of unearned fees. This statement shall be clearly and conspicuously set forth in the contract;

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- (h) A statement confirming that the [Paraprofessional] has malpractice insurance and a surety bond as required by [Financial Responsibility Rule], and detailed and clear information about how to file a complaint about the [Paraprofessional]'s services; and
 - (i) Any other disclosures, statements, or conditions required by the [Paraprofessional] Rules of Professional Conduct and the rules and regulations of the [Paraprofessional] Board.
- (3) A [Paraprofessional] may not provide services that exceed the scope of practice authorized by this rule, and shall inform the client, in such instance, that the client should seek the services of a lawyer.
- (4) A document prepared by a [Paraprofessional] shall include the [Paraprofessional]'s name, signature, and license number beneath the signature of the client. [Paraprofessional]s do not need to sign sworn statements or declarations of the client or a third party, and do not need to sign documents that do not require a signature by the client, such as information sheets.