

DETROIT CENTER FOR FAMILY ADVOCACY



REPLICATION MANUAL

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Section I

BACKGROUND

Introduction

The Detroit Center for Family Advocacy (CFA) is an evidence-based innovation that improves outcomes for children by reducing the need for them to enter or remain in foster care.

CFA uses legal and social work advocacy to empower families to overcome the underlying problems they are facing that put the children in their care at risk of entering or lingering in foster care.

Children come to the attention of the child protection system for many reasons. Too often, their entry into foster care could be avoided if only the caretakers had the resources to address the legal problems that put their children at risk. Often, legal issues are at the root of a family's troubles. But, there are very few legal services available for low-income families. For example, a child may be at risk of being removed from his family because of substandard housing that a landlord is legally obligated to improve. A domestic violence victim may need a personal protection order, and often even a divorce, to ensure the safety of her children. Outstanding traffic warrants may create a threat of jail time for a child's caregiver or may be a barrier to finalizing an adoption. These reflect but a few examples of how unresolved legal issues can impact a child's stability and safety in a home.

Since 2009, the CFA has demonstrated that its legal and social work advocacy for at-risk families successfully prevent children from unnecessarily entering or remaining in foster care. CFA's work focuses on removing the legal barriers that either cause children to enter foster care or force them to remain there. The CFA's multidisciplinary team seeks to overcome these obstacles by providing families with the assistance of an attorney, a social worker and a family advocate.

Purpose of this Manual

The CFA would like to see this model replicated in other jurisdictions. The data from the first three years of its operation show that its approach to at-risk families can reduce the number of children in foster care while safely maintaining them in their homes. The work of the CFA has demonstrated that preventive legal advocacy with social work support should be part of the routine array of services available to families that come to the attention of the child protection system in every jurisdiction. Protecting children within their families not only avoids serious trauma for children and their parents and extended families, but also saves the government significant amounts of money.

It is vital, however, that the CFA model be replicated with fidelity to ensure similar outcomes and to further study its effectiveness. To that end, CFA created this manual to provide detailed guidance on how to establish other CFA model offices in new jurisdictions.

What is the Detroit Center for Family Advocacy Model?

The CFA model is a comprehensive approach to addressing legal and social work issues families face, with the goal of preventing or ending a child's stay in foster care.

A Multidisciplinary Approach

CFA's multidisciplinary team consists of attorneys, social workers, and a family advocate. The attorney leads the process to create an individualized service plan for the family and provides direct legal services, while the social worker assesses the family's social work needs and provides referrals, case management, non-legal advocacy, and emotional support. The family advocate is a parent who has personal experience with child protection system – she had her children removed when they were young and she successfully reunified with them. Now, she is trained as an advocate to support and guide parents who are currently involved with the system. The family advocate provides emotional support and helps families understand the importance of the Center's services to the client's ability to keep their children safe and in their families.

Case Types

CFA handle two types of cases:

- In our **prevention cases**, we intervene to prevent a child from being removed from their home and to prevent a petition being filed in juvenile court.
- In our **permanency cases**, we aim to remove barriers that impede a foster child achieving permanency.

All of the families served by CFA have a legal problem that is putting a child at risk of being removed or lingering in care. In all of our cases there is an abuse/neglect allegation substantiated by the child welfare agency and resolving the legal issue would provide for the child's safety and wellbeing. The legal barrier that affects removal or permanency is the basis for case services eligibility. For this reason, the legal advocacy drives the case service plan. The social work and family advocacy are critical to the successful achievement of the legal goal and help to sustain it.

The Importance of the Model

CFA is unique because it provides targeted legal services and social work advocacy that do not exist otherwise in the community for these families. But, the CFA is also unique because the Center understands that it takes more than just resolving a legal matter to ensure that these families can properly care for their children. We understand that we serve a population that faces a myriad of social and economic challenges and we know that fixing one or two of our clients' legal problems without also addressing these challenges is not always sufficient to make an intervention stick. We also understand that these families come to us weary of a system that says they are bad caretakers and they are guarded against additional interference in their lives. This is why CFA's multidisciplinary approach of providing an attorney, a social worker, and a family advocate is key to the model's success.

The key elements of the model include:

1. **Collaboration with the child protection agency** to accurately and quickly identify cases that are eligible for services.
2. **Focus on legal issues that directly affect the caretaker's ability to provide for the child's safety and permanence.** This will ensure that the services will have a direct impact on the child welfare system and the number of children in it.

3. **A multidisciplinary team of attorneys and social workers** that assess a family's legal and social work needs and collaborate to design and deliver an individualized service plan.
 - a. General practice attorneys with experience in child welfare;
 - b. Social workers with experience working with attorneys and court involved families.
4. **Family advocate** who has directly experienced the child welfare system (i.e., a birth parent who has successfully reunited with his or her children) who can build a trusting relationship between the client who is now facing the system and the multidisciplinary team.

The CFA Logic Model of Change can be found in the Appendix.

Effectiveness

An independent evaluation, supported by a private donor, analyzed data from the Center's first three years. The results are a clear indication that there is a need for these services and that these services do prevent children from entering or lingering in foster care.

During the evaluation period, the Center served 110 children with the goal of preventing removal from their homes—and not one of those children entered foster care. CFA achieved its legal objectives in 98.2% of its prevention cases and the multidisciplinary approach to addressing problems ensured that these children were able to remain in their homes.

CFA served 128 children with the goal of removing barriers to permanency during this same time period. The team achieved its legal objectives in 97% of its permanency cases and at the time of the evaluation, the court had closed 88.4% of these cases. In those closed cases, 56% achieved permanency through adoption and 29% achieved permanency through reunification with a birth parent.

A sample of success stories can be found in the Appendix to better illustrate how the CFA model works to create successful outcomes.

Preliminary Return on Investment Analysis

The preliminary cost analysis also supports the integration of a CFA type service into each community's child welfare service array. Preliminary cost analyses are beginning to document the potential savings this service could have to foster care systems throughout the United States. For example, for \$833,000 over three years, 110 children, all of whom were formally identified by the state as victims of child maltreatment, were prevented from being placed in foster care -- but still kept safe. Typically, children who enter foster care stay in care for an average of 21.1 months. The average cost to the government when a child enters foster care is \$47,433 (some put it higher). If we assume conservatively that 25% of the 110 prevention case children would have entered foster care and stayed for the national average length of stay, the cost avoided by the Michigan child welfare system for these cases alone is \$1,304,407. Thus, this half of the CFA service model - the prevention cases – alone **saved the government about \$500,000.**

This analysis only reflects the direct costs to the state's foster care system. It does not account for the value of preventing the trauma to children and families caused by removal. It does not account for the long-term savings associated with lower rates of incarceration, joblessness, welfare dependency or other life-long challenges foster care children experience.

You can see the full evaluation report at <http://www.law.umich.edu/CFA>

Section II

STEPS TO IMPLEMENTATION

Consensus Building and Determining Need

Building a coalition of program leaders who will launch the program is the first step towards replicating the model. Who will lead the charge to take the following steps to create the new program? Who do they need on their team to ensure success?

The CFA was started by the University of Michigan Law School as a pilot project and was led by Clinical Law Professors Vivek Sankaran and Don Duquette. Does it make sense for a local law school to take the lead, or for the local bar of child and parent attorneys to pursue the project? Or perhaps, a state court administrative office of local child welfare agency could lead the effort? It might make sense to add the services to the local legal aid program. Building a small but dedicated group of leaders who are committed to seeing these services be delivered in their jurisdiction is the first step. However, if you are reading this manual, I suspect you may already have identified this group and are ready to jump in.

The key to any program successfully taking root is to build consensus within the community about the need and goals of the program. It is important to bring the various stakeholders together to discuss launching a CFA model office. Those stakeholders certainly must include representatives from the jurisdiction's child welfare agency and possibly the state-level office. It is critically important for the agency to understand what the new office is aiming to accomplish and that they support its mission. Discussing the idea with them will provide everyone the opportunity to better understand the needs of the community and collaborate to strategize how best to address them. Being part of this process will help ensure that the agency values the program and will contribute to its success. Also, since the agency is closest to these families, it will be a major source of referrals to the program, which will be instrumental to it working.

Other stakeholders may include local service providers. Social work advocacy is a pillar of the model and it is important to understand the service array available to the jurisdiction and to know the process for which to secure those services for the program's clients. Building relationships with service providers will help expedite service referrals in the future and will also help in garnering referrals to the program if the community is aware of the new service.

The stakeholder group must also include the judges who hear child welfare cases. The judges will have a good sense of what types of legal issues cause children to enter foster care or cause cases to linger in the system. They may also be a good source of referrals for permanency cases.

Through all of this initial work of consensus building, the leadership team should also be collecting information on what are the biggest needs that could be addressed with the new office. Understanding the typical legal issues that families face (e.g. landlord/tenant problems, custody and child support, personal protection orders, etc.) and getting a sense of the potential volume of cases, will help the leadership team to determine the experience and expertise they should look for in the staff they will hire to provide these services and will help them determine the initial staffing levels needed to address the problems.

Funding

Of course, securing the resources to launch a model office is crucial. This can be accomplished in many ways. For example, CFA's funding is unique and specific to it being situated in Wayne County, Michigan. Through a contract with the county, CFA is able to match every private dollar raised with the Michigan Child Care Fund, a source of public funding for prevention and out-of-home services to counties in the state. Other potential funding streams include local and national foundations, private donors, state and county budgets, federal title IV-B and TANF funds, Court Improvement Project funds and Title IV-E demonstration project monies.

Begin by having a conversation with the agency about how their service providers are typically funded. Do service providers contract with the agency or county? What is the process for securing that type of relationship? Is it a fee-for-service model? Are the service providers non-profits that primarily rely on private money? What is the balance between public and private funding? It is likely both will be needed.

Cultivating relationships with private donors will also be a key activity. Local and national foundations could be sources of initial sums of funds to help get the program started. The leadership team will want to have someone who knows how to write grant proposals. Foundations invest in programs that are aligned with their mission and identifying those that might be interested in this particular program is the first step. Once those are identified, there are preliminary steps to take before you even get to the proposal writing. Figure out who the appropriate foundation staff person is and reach out to them. Introduce yourself and the program idea and request a chance to meet in person to discuss it further. Most foundations want to invite proposals instead of weeding through unsolicited requests. Getting a staff member of the foundation to want to see a proposal is essential and will ensure you are not wasting precious time on unlikely awards. Foundations will have grant proposal templates that you should follow exactly. Do not use a cookie cutter proposal that you send to everyone. Answer the questions they ask, in the order they ask them. Ask for the opportunity to provide a draft of the proposal to the staff member with whom you've met, and address their comments fully before submitting the final proposal. Plan on a minimum of six months between identifying a potential foundation donor and receiving an actual award, and know that a nine to twelve month process is typical.

Staffing

The office must have a mix of legal and social work advocacy, and the support services of someone who has directly experienced the child welfare system. Most families at risk of becoming involved with the foster care system face a myriad of problems. While the legal intervention is central to the CFA model, the overall success of the legal services in reducing the number of children in foster care relies on addressing the accompanying social work issues.

Ideally, staff attorneys in the office will have a sophisticated understanding of the child welfare system while also having experience in a wide range of other legal issues, similar to a general practitioner. In its first three years, CFA handled cases involving guardianships, custody, landlord/tenant issues, paternity, domestic violence, public benefits, divorce, traffic and criminal warrants, agency administration disputes, and child support problems. But all of these issues directly affected the underlying child welfare case. Thus having lawyers familiar with a vast array of legal issues, while also being familiar with the child welfare system is crucial.

The social worker(s) should also have experience working with families involved in the child protections system and ideally have experience working with attorneys. CFA treats its social work team members as key members of the legal team. They are bound by the team's obligations to protect confidentiality and to zealously advocate for the client's needs. While the team does pursue non-adversarial approaches to problem solving, its advocacy often involves court proceedings. Having a social worker who understands the legal strategy behind a service plan, who can champion the client's cause without jeopardizing the overarching objectives, and who can provide testimony when called upon will greatly assist a new office's ability to successfully serve its clients.

The social worker does not provide therapeutic services, but rather "brokers" services that the family needs to achieve stability and safety for the child. It is key that the social worker, therefore, has the ability to identify and evaluate the quality of relevant community services, and to build relationships within the local community services arena to gain opportunities for clients. Ideally the social workers should be master's level so they can accurately identify needs and make appropriate referrals.

CFA also employs a family advocate, a birth parent who successfully reunited with her children and has since trained to become a support person for other families facing the removal of their children. The family advocate's role is to break down barriers between the client and the staff, which enhances the staff's ability to work with the family. Clients are referred to CFA by the system that is threatening to take or keep their children. They often think CFA is part of the agency or that we work for the courts. The family advocate lends credibility to the project's independence and plays an essential role in helping families engage with our services. The family advocate attends every intake during which she shares her own story. As soon as the new client hears the advocate's story, she lets down her guard. There is a sense of trust and hope and this moment lays the foundation for the team to build rapport with the client. The family advocate is often called upon to help translate the team's services and goals in a way the client will understand and buy into, and she continues to provide emotional support and encouragement throughout the case.

Sample job postings for the positions of managing attorney, staff attorneys, social worker, parent advocate, and office legal assistant that CFA used are included in the Appendix.

Organizational Structure

There are several leadership roles to fulfill. First, the project will need overall leadership to steer it through its creation and beyond; a leader with the vision so that the project stays true to its mission and accomplishes its goals and will be the name and face associated with the program with whom the community can identify. There also needs to be fiscal leadership, talent that can pursue and manage contracts, grants, and individual sources of revenues and the reporting requirements that come with them. Budgeting and financial forecasting will be a big part of their responsibilities as well. And, there needs to be leadership of the daily delivery of services. CFA employs a legal director who is the ultimate decider of case acceptance and who directs legal strategy with the staff attorneys and social work interventions to ensure that they align with the overall case. These roles may be filled by one or more people, but each must be provided for.

There are also several possible supportive roles. One key role is what CFA calls a "screener" who investigates referrals to determine program eligibility and shepherds cases to intake. More details about this particular role can be found in the section titled "Screening Case Referrals." It is also important to keep the office running smoothly. CFA's office manager ensures quality office facilities (ensuring the copier has paper and is working, manages and orders office supplies, ensures there are computers and working space for everyone, etc.), oversees all administrative paperwork (ensures all paper files are in order, that all forms are completed, that all administrative reports are done, etc.), and supports the staff with their file keeping and correspondences.

There is also a need to manage any interns or volunteers that that new office may want to employ. At CFA, one staff attorney is appointed to recruit, interview, and select legal interns and to interview lawyers interested in volunteering with the Center. She also directs the interns' learning and daily activities. These responsibilities require 40% of her time. More information about the intern and volunteer program is detailed in the next section.

Interns and Volunteers

CFA hosts a number of legal and social work interns, and volunteer lawyers. There are many benefits to supporting these volunteers. Committing to training new lawyers in public interest law is core to CFA's mission. The Center recruits from all of the area's law schools, which demonstrates a commitment to the community in which it serves. For the summer, CFA recruits nationally for students. These attorneys in training are provided opportunities to deliver real legal services including direct client contact, legal research and strategizing, and appearing on the record for the case, all while being supervised by experienced attorneys. But they are not the only ones to benefit from this arrangement. They dramatically add to CFA's capacity to service clients – the Center is able to serve more children and families and stretch its funding dollars even further by investing in training these new but dedicated legal professionals.

CFA has developed several **tools to assess and manage** interns and volunteers, which are all included in the Appendix.

Referrals and Outreach

A key component to successfully launching a CFA model office is ensuring that the right type of cases come to the office's attention through referrals. This begins by educating partners on the need for these services and providing guidance on how to recognize cases for which the new office can help. After the initial start-up, plan on routinely returning to the partners, which should include the agency and courts, to remind them of the criteria for case acceptance.

Important sources of referrals include the jurisdiction's child welfare agency, judges, private agencies and walk-ins. Efforts to raise awareness about your services should be coordinated with these stakeholders and should be ongoing. Begin with meetings to present the new project to key leaders and have materials ready to disseminate to front line workers. CFA has had great success promoting referrals for its services by routinely (2-3 times a year) presenting at all staff meetings held at county DHS offices. This reminds experienced workers about the program and raises awareness among new workers. It also helps CFA build and maintain positive working relationships with the agency, which at times may be an opposing party in a particular case.

CFA's **Referral Form** can be found in the Appendix.

Screening Case Referrals

Laser focus on legal issues that directly affect the caretaker's ability to provide for the child's safety and permanence is essential and the screening process facilitates accurate identification of these cases. A critical part of CFA's screening process is to identify the legal issue that the Center can resolve to either prevent removal or expedite an exit from foster care. Part of the challenge in educating the agency and the courts is to emphasize this essential nexus in order for CFA to accept a case. This nexus must exist at the time of the referral, and the legal issue should be the last remaining barrier to the child's safety and permanence with the caregiver client. CFA does not accept a case where even if our services are successful, the child will still be removed or remain in care. For example, CFA will not accept a case to clear warrants if the caretaker is not making progress on the other service plan goals like abstaining from drug use or a violent partner. It is CFA's mission to reduce the number of kids in foster care, not simply to provide legal services to families involved in the child welfare system. At the time of case acceptance, it is important to be sure that by removing the presenting legal issue, the child will remain in the home or will be returned. This will ensure that the services will have a direct impact on the child welfare system and the number of children in it.

All referrals that CFA receives are screened for eligibility. Referral screening should be done by someone with experience interviewing families in crisis and whose role is flexible enough to be able to respond to referrals quickly as they come in. CFA's screener is an attorney with more than 15 years worth of experience representing children and families in Wayne County and is skilled at quickly identifying the material facts needed to determine eligibility. For CFA, the role requires half-time effort.

The screener involves CFA's leadership as necessary to determine eligibility. The legal director and screener will exchange questions and additional information to further assess a case to come to a decision. Additional phone calls are made to potential client, referral source(s), and anyone else involved in the case to inform CFA's decision to reject the case or move it to intake.

For cases that are ineligible for services, the screener will notify the potential client and the referral source letting them know of this determination. Often, in the course of the case screening or during the communication of ineligibility, the screener will provide the potential client with legal guidance and suggested resources that are just short of the Center actually providing the client with legal representation.

For cases that are eligible, a staff attorney will be assigned to the case and a time for the client to come to the office is scheduled to conduct a full intake for the case.

Intake Appointment

The intake appointment is the final step in making a decision to accept a case, though cases that make it to intake are almost always accepted. CFA does reserve the right to reject a case after an intake appointment in situations where new information is received that proves the case to be ineligible for the Center's services. The intake is the first step in laying the foundation for successful advocacy. Potential clients come to CFA's main office and meet with the assigned attorney, the social worker and the family advocate for a comprehensive evaluation of their needs. A full assessment of the potential client's legal and social work needs is completed and an individualized case plan is designed.

While all of CFA's cases have a legal problem that needs to be addressed, not all have accompanying social work issues. Best efforts are made at the time of intake to determine whether social work advocacy is needed to buttress the legal interventions, but that decision is also reviewed throughout the duration of the case. Issues may arise and the attorney on the case may involve the social worker at anytime.

All of the CFA's **Intake Tools** can be found in the Appendix and include the attorney and social work intake evaluation forms, consent for release of confidential information form, the service agreement template (i.e. legal services retainer) and the conflict of interest addendum.

Service Delivery

During the intake appointment, the multidisciplinary team collects all of the information it needs to create an individualized service plan for both the legal and social work interventions that the team will deliver during the course of CFA's representation. This plan serves as the roadmap for what needs to happen to accomplish the case plan goals.

The attorney, family advocate and social worker work concurrently to further the goals of this plan. The attorney conducts the investigation into the legal issues, occasionally relying on the social worker's assistance in obtaining documentation from workers and other sources. At the same time, the social worker works to further the stability of the family through referrals to local agencies, public benefits assistance and emotional support. The family advocate serves as a source of support for the family throughout this process, available to address their fears and frustrations with the process.

Once the legal investigation is completed, the attorney will execute the legal intervention. The attorney will generally meet with the client prior to filing the pleadings, to review the court documents and explain the process and next steps. The attorney, social worker and family advocate will remain in constant contact with the client throughout the process, guiding them through the intricacies of the court system and providing emotional support.

Closing Cases

The decision to close a case is initiated by the staff attorney providing the legal services. Most often this process is initiated at the conclusion of the services that were initially outlined at the time of the intake. Once services are complete, the attorney will email the legal director a summary of the case services and outcomes and recommend that the case is closed. There are times, however, when the decision to close a case comes before the conclusion of planned services, when a client fails to engage or the service plan becomes moot given changes in the family's situation.

When the decision to close a case is made, the client is invited to attend a closing conference with the team. This conference serves as a way to tie up loose ends, ensure the client understands the case outcomes, the termination of services, and next steps if there are any. It also provides an opportunity for the client to complete the satisfaction survey. If the closing conference does not happen, the client is mailed the satisfaction survey.

CFA's **Closing Tools** can be found in the Appendix.

Case Management Tool

The team uses the web-based case management system, Pika, to keep important case information, documentation, and case progress notes in one place. This is an important feature for a multidisciplinary service model because each member of the team must be able to readily access current information regarding the others' activities, especially relating to client interactions. Access to case information is shared by everyone working the case, including office administrators and staff supervisors. Every referral that the office receives has a case instance created in the database and Pika is used to manage each case from start to finish. The Screener uses Pika to document her investigation of the potential client and to begin collecting important information. Pika is used to document acceptance or rejection decisions. The team assigned to the case uses Pika to prepare for the intake appointment and will track the case's progress on delivering services through case notes in Pika. The supervisor will monitor a case by reviewing Pika notes and comment when necessary. The decision to close a case is kept in Pika, as well. Every case-related activity, including conversations and email messages, are recorded in Pika. The data in Pika can be queried and exported in excel format, which allows for easy reporting of service demographics and outcomes to the county and funders.

The value of using a web-based case management system includes having the case information available virtually anywhere the staff may have internet access (home, office, court, etc.), and it increases the team's flexibility and efficiency. It also avoids the need to have software installed on individual computers or mobile devices and the need to maintain and upgrade that software and its licenses.

Data Collection Tools

As mentioned above, at the end of every case the client is offered the opportunity to provide the Center with feedback through the Client Satisfaction Survey. The client is given the blank survey and is promised a \$10 gift card to a local family store if he completes and returns it.

The evaluation of the pilot phase helped CFA frame the ongoing metrics it wanted to continue to monitor. Since the end of the pilot evaluation, CFA has kept track of changes in the legal relationship between clients and the children at issue, change in placements, legal services delivered, social work services delivered, whether case objectives were met and what were the child welfare case outcomes.

CFA's **Data Collection Tools** can be found in the Appendix, and includes the closing letter template, the client satisfaction survey, and the program's internal end-of-case data collection form.

Technical Assistance

This manual is designed to shed light on both the philosophy and history of the Detroit Center for Family Advocacy, as well as on the every day nuts and bolts of how it is all done. It is CFA's hope that this manual will inspire the creation of new offices by demystifying its structure and procedures. But, a new program needs more than a brief guidebook to breathe life into it, so CFA wants to provide other supports as well. The leadership team welcomes invitations to visit jurisdictions to present or lead discussions, or to host interested jurisdictions at the Detroit office.

Please contact Founding Director Vivek Sankaran (vss@umich.edu) or Executive Director Robbin Pott (rpgonzal@umich.edu) at 734-763-5000 to begin a conversation.

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DETROIT CENTER FOR FAMILY ADVOCACY LOGIC MODEL

Assumptions	Inputs	Activities
<p>Low income families lack access to quality legal advocacy.</p> <p>Removal of a child and placement into foster care is a traumatic experience for children.</p> <p>Families need assistance navigating the complexities of the child welfare system.</p> <p>Multi-disciplinary teams (social work, parent support/mentoring & legal) providing assessment & needed services to CPS Category I, II & III families can divert them from the formal child welfare system preventing out-of-home placement.</p> <p>Legal assistance, social work assessment & parent support/mentoring to extended family/fictive kin takes advantage of children's natural networks & creates a stable & safe environment outside the formal child welfare system.</p> <p>CFA's multi-disciplinary approach can be replicated in other jurisdictions.</p> <p>CFA's multi-disciplinary team approach will result in public child welfare system cost savings.</p>	<ul style="list-style-type: none"> • Families • Referral Sources • Out-referrals to legal & other services • Circuit Court members of the bench & the bar, AAGs & GALs • JAC & Wayne County CAFS • CFA Staff: Attorneys, Social Workers & Family Advocates • Universities student interns • Advisory Board • U of M Law School & CALC Admin. Support • Community-based Orgs. • Private Funders • Evaluators 	<p>Goal 1: Child & Family Level Activities</p> <ol style="list-style-type: none"> 1. Attorneys conduct intake screening/consultation with referral source for fit with eligibility criteria. 2. Multi-disciplinary team conducts case staffing at intake & as needed during service delivery. 3. Multi-disciplinary team intake assesses legal & other barriers, strengths & opportunities for achievement of plan goals. 4. Attorneys communicate legal issues to family & other stakeholders. 5. Attorneys provide legal assistance/representation in court hearings, other legal procedures (e.g., filing restraining orders, divorce, and guardianship). 6. Social worker provides referrals & linkages to community-based services & resources. 7. Social worker & family advocate assists family with applications for public assistance (Medicaid/MI-Child, FIP, SSDI, SSI, Food Stamps). 8. Social worker attends Court hearings & provides other social work services as needed. 9. Family advocate provides social support, mentoring & system navigation services to families through phone calls, meetings, home visits & accompanying family to court. 10. Discharge follows achievement of legal outcomes, case closing meeting w/ family & satisfaction survey completion. <p>Goal 2: Program/System Level Activities</p> <ol style="list-style-type: none"> 1. Outreach & marketing to area law schools & schools of social work results in establishment of placement agreements. 2. Students are recruited & trained in the CFA model through curriculum & job shadowing. 3. Students assist with intake screening & provide legal and/or social work services. <p>Goal 3: Program/System Level Activities</p> <ol style="list-style-type: none"> 1. Private & public funding for program obtained. 2. Team members are trained in the model. 3. All team members engage in on-going outreach & marketing to referral sources & other stakeholders. 4. Process evaluation documents CFA model & contributes to replication manual development. 5. Standardization of data collection informs selection of comparison group. 6. Submit research request to DHS for outcome & cost studies. 7. DHS conducts central registry check of CFA clients & comparison group pre & post services. 8. Collect CFA services & related costs, as well as costs for standard legal & social work services. 9. Evaluators analyze data & produce evaluation reports. 10. CFA leadership uses evaluation results to advance CFA model.

Short-term & Intermediate	?
<p>Goal 1: Child & Family Level Objectives</p> <ol style="list-style-type: none"> 1. CFA prevention cases are diverted from the formal child welfare/court system. 2. CFA permanency cases exit the child welfare system in less time than comparison group. 3. CFA permanency cases achieve & sustain permanency in less time than comparison group. 4. Children receiving CFA services are free of future abuse & neglect substantiations up to 12 months post-service. <p>Goal 2: Program/System Level Objectives</p> <ol style="list-style-type: none"> 1. Relationships with area law & schools of social work established. 2. CFA curriculum created. 3. Student learning objectives are met. <p>Goal 3: Program/System Level Objectives</p> <ol style="list-style-type: none"> 1. Implement CFA multi-disciplinary approach. 2. Evaluate CFA multi-disciplinary approach (process, outcome & cost). 3. CFA multi-disciplinary approach cost savings for the public child welfare system are documented. 4. Create CFA replication manual. 5. Disseminate 	?

Illustrative Success Stories

A caretaker was referred to CFA for help arranging a guardianship for her infant granddaughter. The birth mother kept leaving with child with this grandparent and was now in jail. Instead of pursuing termination, the agency wanted the caretaker, with whom the child was bonded, to have custody while the mom worked on her own issues. During CFA's enrollment process, the team discovered that the grandmother needed more than just a guardianship to ensure her ability to properly care for this child. An unresolved landlord/tenant issue caused the home to be a concern for the agency and given the grandmother's low-income status, she needed financial help with caring for an infant. CFA not only established the guardianship, the team also successfully worked with the landlord to make the home suitable for the child, and the social worker facilitated the grandmother's applications for food assistance and Medicaid and made referrals for the furnishings and supplies that babies need. Throughout the case, the family advocate provided emotional support and encouragement to the client to help her understand how important her role is in maintaining her granddaughter's ties to her biological family. CFA's multidisciplinary advocacy prevented a petition from being filed and foster care placement was avoided. A lawyer alone could not have achieved this result, the entire team was essential to this successful outcome.

The same is true for our permanency work. Take for example a mother that the agency referred to us who was on the cusp of reunifying with her one-year-old son. She had successfully completed her service plan but was told she needed to clear up her warrants before she could reunite with her son and to prevent the removal of her unborn child. CFA's screening process identified this as classic case and accepted it, yet when the team enrolled this mother for services, several other needs surfaced. Not only were the warrants a barrier to getting her son back, but they were also in the way of her securing permanent housing. This mother also had unstable employment due to her lack of education, and clearly had mental health issues from all the stresses in her life. CFA was able to negotiate with the court to dismiss and forgive almost all of this mother's fines and worked out a reasonable plan for her to satisfy the rest of her obligation. This allowed the team to also successfully help her into stable housing. In the meantime, the social worker was able to help this mother complete applications for the benefits for which she was eligible to receive, helped her into employment and literacy support services, and advocated for her to receive the mental health treatment she needed. The family advocate kept this client focused on her goal to reunify with her son and provided encouragement to stay on course. This mother was once on the verge of having her rights terminated, but with the right service provisions tailored to her needs, she now has custody of her two young children, she is securely housed and employed, and the agency was able to close this case.

Removing Barriers to Adoption

Owen, Justin, and Kyle had lived with their aunt for the past four years, ever since they were removed from their mother's care. The state had terminated mom's parental rights long ago, but the aunt's plan to adopt her three nephews had stalled – she had outstanding warrants for unpaid tickets and court costs. Now, the adoption agency was threatening to remove these three boys from their safe and stable placement with a relative, simply because the adoption could not move forward unless these warrants were cleared.

The plea to the court was simple: If these warrants could be dismissed, three children could exit foster care and be adopted by their loving aunt. The CFA attorney shared our client's dilemma with the court and the court responded with empathy. Our client's warrants were set aside, all charges against her but one were dismissed, and the remaining charge was resolved cleared from her record in six months. Plus, through CFA's zealous advocacy, the court essentially forgave our client's balance of outstanding fees and fines and she no longer owed money to the court.

This client needed additional help removing barriers to finalizing this adoption and CFA's multidisciplinary approach helped ensure our client's success. For example, our client was initially informed by the adoption agency that she would not be eligible to receive medical subsidies for the children due to a lack of reports from the children's therapist. CFA's social worker was able to obtain all of the therapeutic records and the adoption/medical subsidies were approved. And, the CFA social worker and staff attorney successfully advocated for the adoption fees (\$500) to be waived.

This family was also linked to community resources and supports aimed at improving the overall quality of their lives. For example, the oldest nephew was referred to life skills and employability program and our social worker communicated regularly with program's staff to aid his success in the program.

By the end of our representation, the CFA team attended the adoption hearing and celebrated with the family their successful exit from foster care.

Keeping Kids With Their Birth Parents

Keisha experienced abuse by her mother's live in partner and Child Protection Services decided to removed from her mother's care after the second CPS substantiation. But, CFA's advocacy on her father's behalf saved her from the additional trauma of entering foster care.

Keisha's father was referred to CFA by the department requesting we help him establish custody. CFA sought a custody order for legal and physical custody of Keisha on our client's behalf and got her placed with him immediately. Not only was custody awarded to the father, but CFA was also able to renegotiate child support. It was also clear that it was in Keisha's best interest to maintain a relationship with her mother, so an intern, guided by a staff attorney, successfully negotiated a parenting time agreement between her mom and dad that also kept Keisha safe.

As the custody agreement was taking shape, the CFA social worker and intern provided ongoing emotional support to assist our client with processing the transition of his daughter coming to live with him. This family was referred to a community mental health provider for therapeutic services. Plus, these events occurred close to the holidays and the CFA social worker helped ensure it was a good one for them by acquiring a donated holiday gift basket that was full of food and gifts.

With the custody order in place and a final assessment that Keisha was safe, CPS closed its case.

Maintaining Family Ties

Nathan's mother loves him. But, she struggles with mental health issues and has a history of putting Nathan's safety at risk due to her inability to provide consistent adequate supervision. Fortunately for Nathan, his grandparents were there for him when CPS decided to remove him from his mother's care.

CFA became involved with the case to establish a legal guardianship. Despite participating in appropriate services, mom was just not able to make progress towards reunification that this time in her life. But, she was trying. Nathan was 11 years old and terminating his mother's rights just didn't seem to be the right solution given the fact that she wanted to stay involved and was making an effort at getting better. CFA was able to negotiate a guardianship plan between the grandparents and the mom that provided Nathan the legal stability he needed while keeping a connection with his mother.

But the guardianship was not the only thing these grandparents needed to successfully accept Nathan into their home so the CFA social worker met with the family to identify needed supports. In collaboration with the family, she helped them apply for food assistance and Medicaid benefits for Nathan, and she made referrals for counseling services. She also helped establish the supervised visitation schedule between Nathan and his mom.

With Nathan in a safe and permanent family placement, the Department of Human Services closed their case.

Managing Attorney

The Detroit Center for Family Advocacy (CFA), a new law and policy project of the Child Advocacy Law Clinic at the University of Michigan Law School, seeks an energetic individual to fill a position for an Attorney Manager beginning on or around April 1, 2009. The CFA will provide legal advocacy and social work services to low-income parents and their extended families to prevent the unnecessary placement and prolonged stay of children in foster care. By doing so, the CFA will keep children safe with their families, minimize the emotional trauma caused by removal, and allow the foster care system to focus its resources on children who truly need its protection. The project will be based in the Osborn neighborhood of Detroit. CFA's office space will be located in the Detroit area.

The primary role of the managing attorney will be to administer the implementation of the pilot project. In the project, advocacy teams consisting of an attorney, social worker and parent advocate (a parent who successfully reunified with his/her child in foster care) will represent parents and extended family members in child welfare cases and related proceedings with the goal of reducing the need for the children to enter or remain in foster care. In addition to representing clients as part of the advocacy team, the managing attorney will help institute the Center's pro bono and internship program, conduct outreach efforts and participate in efforts to seek and solidify long-term funding for the project.

Applicants must hold a J.D. degree and be eligible for licensure through the State of Michigan. The successful applicant will have substantial experience representing clients in the child welfare system. Experience with child welfare law, family law, public benefits, special education, housing and immigration issues is desirable. Applicants must have excellent interpersonal, communication, and managerial skills along with the ability to work as a team and a desire to share in both the exhilaration and challenges of a growing endeavor. Salary is commensurate with experience. The position is part of a three year grant funded proposal.

Staff Attorney

The Center for Family Advocacy (CFA), a grant-funded law and policy project of the Child Advocacy Law Clinic at the University of Michigan Law School, seeks an energetic individual to fill a position for an Attorney Intermediate. The CFA provides legal advocacy and social work services to low-income parents and their extended families to prevent the unnecessary placement and prolonged stay of children in foster care. By doing so, the CFA will keep children safe with their families, minimize the emotional trauma caused by removal, and allow the foster care system to focus its resources on children who truly need its protection. The project is based in the Osborn neighborhood of Detroit. CFA's office space is located in Detroit.

The attorney will represent parents and extended family members in child welfare and related proceedings. The attorney will collaborate with a social worker and a parent advocate (a parent who successfully reunified with his/her child in foster care) to accomplish these goals. The attorney will help supervise interns and pro bono attorneys affiliated with the Center and provide some supervision and guidance over support staff.

Applicants must hold a J.D. degree and be licensed to practice in the State of Michigan. The successful applicant will have experience representing clients in the child welfare system. Experience with child welfare law, family law, public benefits, special education, housing and immigration cases is desirable. Applicants must have strong interpersonal and communication skills, an ability to work as part of a team, and a desire to share in both the exhilaration and challenges of a growing endeavor. Salary is commensurate with experience.

Percentage for responsibilities:

- 90% Represent parents and extended family members.
- 10% Supervise interns, pro bono attorneys, and support staff. Help build a network of community partners.

Social Worker MSW

The Detroit Center for Family Advocacy (CFA), a new law and policy project of the Child Advocacy Law Clinic at the University of Michigan Law School, seeks an energetic individual to fill a position for a Social Worker beginning on or around April 1, 2009. The CFA will provide legal advocacy and social work services to low-income parents and their extended families to prevent the unnecessary placement and prolonged stay of children in foster care. By doing so, the CFA will keep children safe with their families, minimize the emotional trauma caused by removal, and allow the foster care system to focus its resources on children who truly need its protection. The project will be based in the Osborn neighborhood of Detroit. CFA's office space will be located in the Detroit area.

The social worker's primary responsibility will be to work collaboratively with attorneys representing parents and extended family members in child abuse and neglect cases as part of CFA's interdisciplinary advocacy teams. The social worker will provide direct social work support and advocacy to clients, conduct intake and client interviews, assess clients' needs and goals, ensure clients are engaged in appropriate and meaningful service plans, interact with service providers, obtain progress reports from service providers for court proceedings, advocate for clients at DHS conferences and other collateral meetings with foster care agencies, schools, mental health providers, and in a host of other venues.

Applicants must have an MSW degree and/or be a licensed social worker. Prior experience working in or with the Michigan child welfare system is preferred as is experience with public benefits, education, housing or immigration issues. Applicants must have excellent interpersonal and communication skills, a commitment to interdisciplinary representation of parents and family members and a desire to share in both the exhilaration and challenges of a growing endeavor. Salary is commensurate with experience. The position is part of a three year grant funded proposal.

Parent Advocate

The Detroit Center for Family Advocacy (CFA), a new law and policy project of the Child Advocacy Law Clinic of the University of Michigan Law School, seeks an energetic individual to fill a position for a parent advocate beginning on or around April 1, 2009. The CFA will provide legal advocacy and social work services to low-income parents and their extended families to prevent the unnecessary placement and prolonged stay of children in foster care. By doing so, the CFA will keep children safe with their families, minimize the emotional trauma caused by removal, and allow the foster care system to focus its resources on children who truly need its protection. The project will be based in the Osborn neighborhood of Detroit. CFA's office space will be located in the Detroit area.

The parent advocate's primary responsibility will be as a member of CFA's interdisciplinary advocacy team, and s/he will work with a social worker and attorney to assist parents in the community. The team will be available to advocate for families from the time when they first become involved with the Department of Human Services and will continue its work up to and throughout any proceedings. The team will help ensure that cases are resolved more quickly and more often in ways that keep children with their families.

The parent advocate will provide practical information and advice to parents involved in the child welfare system, help advocate for parents with service and foster care agencies, and attend important agency or other meetings with parents. Additionally, s/he will meet regularly with the attorneys, social workers, and other CFA staff who are working with parents.

Applicants must have experience in negotiating the child welfare systems either on their own cases or on behalf of friends, neighbors, relatives, or co-workers. Applicants must be highly committed to using their knowledge to help other parents involved in these systems and must demonstrate leadership in assisting or advocating for themselves or others. Experience with public benefits, housing, and special education issues are all desirable. Applicants must have strong interpersonal and communication skills, an ability to work as part of a team and a desire to share in both the exhilaration and challenges of a new and growing endeavor. Salary is commensurate with experience. The position is part of a three year grant funded proposal.

Legal Assistant/Legal Secretary

The Detroit Center for Family Advocacy (CFA), a new law and policy project of the Child Advocacy Law Clinic at the University of Michigan Law School, seeks an energetic individual to fill a position of Legal Secretary/Legal Assistant beginning as soon as possible. The CFA provides legal advocacy and social work services to low-income parents and their extended families to prevent the unnecessary placement and prolonged stay of children in foster care. By doing so, the CFA aims to keep children safe with their families, minimize the emotional trauma caused by removal, and allow the foster care system to focus its resources on children who truly need its protection. The project is based in Detroit.

The legal assistant will provide secretarial and administrative assistance for the CFA advocacy teams consisting of an attorney, social worker and parent advocate (a parent who successfully reunified with his/her child in foster care) which will represent parents and extended family members in child welfare cases and related proceedings with the goal of reducing the need for the children to enter or remain in foster care. Legal secretarial responsibilities include: providing clerical support; initiating correspondence; maintaining client files; handling incoming calls; and scheduling appointments. Administrative and financial responsibilities are also required and include: maintaining, reviewing, and projecting detailed budgets for various grants; interacting with the Project Director, Law School accounting administration and University Financial Operations regarding setting up, tracking, and closing out grant activities; assisting the CFA team in preparation of grant proposals for securing continued and/or new funding; initiating and processing reimbursements and payments; maintaining and purchasing office supplies, equipment, and computer software/hardware; and serving as liaison for facilities issues.

The successful applicant will need to have substantial experience with the legal system and financial management. Applicants must have excellent interpersonal, communication, and clerical skills along with the ability to work as a team and a desire to share in both the exhilaration and challenges of a growing endeavor. Salary is commensurate with experience.

Detroit Center For Family Advocacy Pre-Internship Evaluation

INTERN INFORMATION		
NAME:		DATE:
COMPLETED COURSEWORK		
Please check the box next to each course that you have completed prior to your service term with CFA.		
<input type="checkbox"/> Civil Procedure <input type="checkbox"/> Constitutional Law <input type="checkbox"/> Contracts <input type="checkbox"/> Criminal Law <input type="checkbox"/> Property <input type="checkbox"/> Torts <input type="checkbox"/> Legal Research and Writing <input type="checkbox"/> Evidence <input type="checkbox"/> Family Law <input type="checkbox"/> Professional Responsibility <input type="checkbox"/> Other:		
LEARNING OBJECTIVES SELF-EVALUATION		
<p style="text-align: center;">The internship program at CFA seeks to assist students in developing their abilities in the following areas. In keeping with that goal, it is helpful to obtain information about each intern's current level of skill. To that end, please evaluate your personal level of competence for each learning objective, using the following scale.</p> <p style="text-align: center;">Competency Scale: (No Experience- No experience in this area. Novice- Limited experience through school coursework only. Intermediate- Practical experience through previous internship or clinic, though still requiring significant supervisory oversight. Advanced- Practical experience through previous position, requiring little to no supervisory oversight. Expert- Significant real world experience. Ability to provide guidance and assistance to those of lower levels of competency.)</p>		
OBJECTIVE:	DESCRIPTION:	COMPETENCY:
Legal Writing	Writing assignments, such as legal memorandum, briefs, or complaints, used to express a legal argument, right or duty.	Overall Competency
- Memoranda of Law or Legal Brief		
- Complaint or Answer		
- Motion		
- Court Forms		
- Subpoena / Discovery Demand		
- Direct / Cross Examination Questions		
Legal Research	Ability to utilize internet and other resources to identify and retrieve information necessary to support legal conclusions.	
- Legal Research (Case Law, Statutes, Court Rules, etc.)		
- Hearing or Trial Prep		
- Discovery / Case Investigation		
- Court File Review		
Legal Advocacy		Overall Competency
- Court Observation		
- Court Appearance (On the Record)		
- Mediation / Negotiation		

Client Engagement		Overall Competency
- Case Screening / Intake		
- Case Consultation or Advice		
- Draft Client Letters		
Other		Overall Competency
- Filing Court Papers		
GOALS		
<p>Please state your goals for each learning objective in the space provided below. Your goals may be specific (appear on the record in a family law court proceeding) or general (research an emerging area of law). Include as many or as few as you like. Where possible, this information will be used to tailor the internship to provide experience in the areas you feel would be the most valuable to your development as a lawyer.</p>		
OBJECTIVE:	GOAL:	
Legal Writing-		
Legal Research-		
Legal Advocacy-		
Client Engagement-		
Other-		

Detroit Center for Family Advocacy Intern Information Sheet

INTERN CONTACT INFORMATION					
NAME:		TERM:			
LAW SCHOOL:		YEAR:			
MOBILE PHONE #:		DATE OF BIRTH:			
NATURE OF INTERNSHIP:	<input type="checkbox"/> Volunteer <input type="checkbox"/> Externship <input type="checkbox"/> Work-Study <input type="checkbox"/> Fellowship Other:				
EMAIL ADDRESS:					
HOME ADDRESS:					
EMERGENCY CONTACT INFORMATION					
NAME:					
MOBILE PHONE #:		RELATIONSHIP:			
SCHEDULE					
SERVICE START DATE:			SERVICE END DATE:		
	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
HOURS (Ex. 9am to 5pm):					
REQUESTED TIME OFF:					
LEGAL EXPERIENCE					
Please provide the following information relating to any legal service providers you may have worked with that served clients in Wayne County. (This information will be used to screen for potential conflicts of interest.)					
ORGANIZATION/FIRM NAME:					
DATES OF SERVICE:					
NATURE OF SERVICE:					
ORGANIZATION/FIRM NAME:					
DATES OF SERVICE:					
NATURE OF SERVICE:					
ORGANIZATION/FIRM NAME:					
DATES OF SERVICE:					
NATURE OF SERVICE:					
INTERNAL OFFICE USE					
UMICH/PIKA LOG-IN:					
NOTES:					

Intern Service and Confidentiality Commitment

This Commitment is made by and entered into between the Detroit Center for Family Advocacy (CFA), 3031 W. Grand Blvd., Suite 440, Detroit, MI 48202 and {Intern} (Intern), {Address}. In consideration of Intern's rich and varied exposure to the practice of law and experience obtained therefrom, Intern commits as follows:

1. Effective Date. This Commitment is effective as of {Date}.
2. Definitions.
 - a. Confidence. The Michigan Rules of Professional Conduct (MRPC) defines a "Confidence" as "information protected by the client-lawyer privilege under applicable law." MRPC 1.6(a).
 - i. Client-Lawyer Privilege. The client-lawyer privilege is governed by common law and applies to confidential communications made by a client to his lawyer for the purpose of obtaining legal advice. *US Fire Ins Co v Citizens Ins Co*, 156 Mich App 588, 402 NW2d 11 (1986).
 - b. Secret. The MRPC defines a "Secret" as "information gained in the professional relationship that the client has requested be held inviolate or the disclosure of which would be embarrassing or would be likely to be detrimental to the client." MRPC 1.6(a).
3. CFA's Mission. The CFA strives to keep children from entering or expedite their removal from foster care. As a legal intern with the CFA, Intern will work with staff attorneys to remove the legal barriers to permanency for children in the child welfare system. Intern will seek to further the CFA mission to provide all children access to a safe and stable home. Furthermore, Intern will uphold CFA's reputation for honesty, integrity and professionalism in all his/her interactions with staff, clients and third parties.
4. MCR 8.120 Certification. In accordance with the Michigan Court Rules, Intern certifies that they have read and are familiar with the MRPC and the Michigan Court Rules. The intern's specific obligations under the MRPC will continue after the date the intern ceases his/her service to the CFA. In addition, Intern promises to conduct him/herself in conformity with the requirements of the Michigan Lawyer's Oath as stated below:
 - a. I, {Intern}, promise to support the Constitution of the United States; support the Constitution of the State of Michigan; maintain the respect due to courts of justice and judicial officers; never seek to mislead a judge or jury by any artifice or false statement of fact or law; maintain the confidence and preserve inviolate the secrets of the client; abstain from all offensive personality; advance no fact prejudicial to the honor or reputation of a party or witness, unless required by the justice of the cause; and in all other respects conduct himself or herself personally and professionally in conformity with the high standards of conduct imposed upon members of the state bar of Michigan.
5. Confidentiality and Conflicts of Interest. As a legal intern of the CFA, Intern is required to read and abide by, the requirements of MRPC 1.6 and 1.7.
 - a. Confidentiality of Information. Intern is prohibited from, directly or indirectly, revealing client confidences or secrets to anyone who is not a current CFA staff member or from using such confidences or secrets to the disadvantage of the client or for the advantage of the intern or a third party. MRPC 1.6(b).
 - i. Disclosure. If intern is unsure whether disclosure of specific information would be prohibited by the MRPC, Intern must consult with their supervising attorney prior to making the disclosure. Intern should be especially careful of disclosures made to third parties, such as referral sources and social or foster care workers, so as not to inadvertently reveal confidential information.
 - b. Conflict of Interest. Intern is prohibited from aiding in the representation of a client if that representation would be directly adverse to another client or would materially limit the CFA's responsibilities to another client or to a third person. MRPC 1.7.
 - i. Potential Conflict. If Intern is made aware of a potential conflict of interest resulting from previous work for another law firm or non-profit legal service provider, Intern must immediately inform their supervising attorney of the potential conflict and must screen themselves from any involvement with the case until informed otherwise.
 - ii. Future Conflict. If intern is made aware of a conflict of interest involving a CFA client during future intern, volunteer of professional legal service, intern is required to disclose this potential conflict to their supervising attorney.

6. Duties of Intern. Intern agrees to abide by all established CFA policies and procedures including, but not limited to access to the building, usage of equipment and access to confidential documents and programs, as well as those of The University of Michigan. Intern acknowledges that as a legal intern they are an important part of the legal team at the CFA. As such, Intern will honor their time commitment to the CFA and will make every effort to be ready, willing and able to work during their scheduled shift. If some unforeseen circumstance renders Intern unable to complete their agreed upon term of service, Intern will provide sufficient notice of this eventuality and arrange to transition any assigned tasks.
7. Termination of Intern Service. Intern service with the CFA is on an "at will" basis and may be terminated at any time with or without cause. In addition, all intern positions with CFA rely on continued funding and, therefore, cannot be guaranteed for a specific service period. For those interns serving as part of an externship program through their law school, CFA agrees to abide by the rules and procedures of the specific program in regards to termination.
8. Loss Prevention. CFA is not responsible for any lost or stolen items. Interns agrees to exercise due care in safeguarding their personal items and valuables. In addition, Intern agrees not to remove any CFA property from the premises without authorization of Administrative Assistant or Legal Director, including case files, books, office supplies, etc.
9. Procedure Manual Acknowledgement. Intern acknowledges that they have received a copy of the Intern Procedure Manual, which is incorporated by reference, and that they will abide by the rules and procedures contained therein.
10. Final commitment. This Commitment states the entire commitment between the parties. This Commitment terminates and supersedes all prior commitments on the subject matter hereof. Any modification to this Commitment must be made in writing and signed by the parties.
11. Severability. If any term of this Commitment is held by a court of competent jurisdiction to be unenforceable, the remainder will be enforced as fully as possible. The unenforceable term(s) will be deemed modified to the limited extent required to permit enforcement of the Commitment as a whole.
12. Governing law. This Commitment will be governed and construed in accordance with the laws of the United States and the State of Michigan.

WHEREFORE, the parties acknowledge that they have read and understood this Commitment and voluntarily accept the duties and obligations set forth in it.

Dated: _____

Detroit Center for Family Advocacy

/s/ _____
Tracy Green, Legal Director

Dated: _____

Intern

/s/ _____
{Intern}

Pro Bono Attorney Service and Confidentiality Commitment

This Commitment is made by and entered into between the Detroit Center for Family Advocacy (CFA), 3031 W. Grand Blvd., Suite 440, Detroit, MI 48202 and {Intern} (Pro Bono Attorney), {Address}. In consideration of Pro Bono Attorney's rich and varied exposure to the practice of law and experience obtained therefrom, Pro Bono Attorney commits as follows:

1. Effective Date. This Commitment is effective as of {Date}.
2. Definitions.
 - a. Confidence. The Michigan Rules of Professional Conduct (MRPC) defines a "Confidence" as "information protected by the client-lawyer privilege under applicable law." MRPC 1.6(a).
 - i. Client-Lawyer Privilege. The client-lawyer privilege is governed by common law and applies to confidential communications made by a client to his lawyer for the purpose of obtaining legal advice. *US Fire Ins Co v Citizens Ins Co*, 156 Mich App 588, 402 NW2d 11 (1986).
 - b. Secret. The MRPC defines a "Secret" as "information gained in the professional relationship that the client has requested be held inviolate or the disclosure of which would be embarrassing or would be likely to be detrimental to the client." MRPC 1.6(a).
3. CFA's Mission. The CFA strives to keep children from entering or expedite their removal from foster care. As a Pro Bono Attorney with the CFA, Pro Bono Attorney will work with staff attorneys to remove the legal barriers to permanency for children in the child welfare system. Pro Bono Attorney will seek to further the CFA mission to provide all children access to a safe and stable home. Furthermore, Pro Bono Attorney will uphold CFA's reputation for honesty, integrity and professionalism in all his/her interactions with staff, clients and third parties.
4. Terms of Service. Pro Bono Attorney agrees to provide full legal representation for a period of six months from the effective date on a minimum of three CFA cases. Pro Bono Attorney agrees that if he/she accepts a position with another firm or employer during their term of service with CFA, he/she will continue to represent their CFA client(s) until completion of the legal intervention. If Pro Bono Attorney is not able to continue in the legal representation, due to geographic reasons, conflict of interest, or case extension beyond the service term, Pro Bono Attorney agrees to provide a thorough case transfer memo to the re-assigned attorney as well as to meet with the client to discuss the case transfer, if the client so desires.
5. MCR 8.120 Certification. In accordance with the Michigan Court Rules, Pro Bono Attorney certifies that they have read and are familiar with the MRPC and the Michigan Court Rules. The Pro Bono Attorney's specific obligations under the MRPC will continue after the date the Pro Bono Attorney ceases his/her service to the CFA. In addition, Pro Bono Attorney promises to conduct him/herself in conformity with the requirements of the Michigan Lawyer's Oath as stated below:
 - a. I, {Intern}, promise to support the Constitution of the United States; support the Constitution of the State of Michigan; maintain the respect due to courts of justice and judicial officers; never seek to mislead a judge or jury by any artifice or false statement of fact or law; maintain the confidence and preserve inviolate the secrets of the client; abstain from all offensive personality; advance no fact prejudicial to the honor or reputation of a party or witness, unless required by the justice of the cause; and in all other respects conduct himself or herself personally and professionally in conformity with the high standards of conduct imposed upon members of the state bar of Michigan.
6. Confidentiality and Conflicts of Interest. As a Pro Bono Attorney with CFA, Pro Bono Attorney is required to read and abide by, the requirements of MRPC 1.6 and 1.7.
 - a. Confidentiality of Information. Pro Bono Attorney is prohibited from, directly or indirectly, revealing client confidences or secrets to anyone who is not a current CFA staff member or from using such confidences or secrets to the disadvantage of the client or for the advantage of the Pro Bono Attorney or a third party. MRPC 1.6(b).

- i. Disclosure. If Pro Bono Attorney is unsure whether disclosure of specific information would be prohibited by the MRPC, Pro Bono Attorney must consult with their supervising attorney prior to making the disclosure. Pro Bono Attorney should be especially careful of disclosures made to third parties, such as referral sources and social or foster care workers, so as not to inadvertently reveal confidential information.
 - b. Conflict of Interest. Pro Bono Attorney is prohibited from aiding in the representation of a client if that representation would be directly adverse to another client or would materially limit the CFA's responsibilities to another client or to a third person. MRPC 1.7.
 - i. Potential Conflict. If Pro Bono Attorney is made aware of a potential conflict of interest resulting from previous work for another law firm or non-profit legal service provider, Pro Bono Attorney must immediately inform their supervising attorney of the potential conflict and must screen themselves from any involvement with the case until informed otherwise.
 - ii. Future Conflict. If Pro Bono Attorney is made aware of a conflict of interest involving a CFA client during future Pro Bono Attorney, volunteer of professional legal service, Pro Bono Attorney is required to disclose this potential conflict to their supervising attorney.
7. Duties of Pro Bono Attorney. Pro Bono Attorney agrees to abide by all established CFA policies and procedures including, but not limited to, access to the building, usage of equipment and access to confidential documents and programs, as well as those of The University of Michigan. Pro Bono Attorney acknowledges that as a legal Pro Bono Attorney they are an important part of the legal team at the CFA. As such, Pro Bono Attorney will honor their time commitment to the CFA and will make every effort to be ready, willing and able to work during their scheduled shift. If some unforeseen circumstance renders Pro Bono Attorney unable to complete their agreed upon term of service, Pro Bono Attorney will provide sufficient notice of this eventuality and arrange to transition any assigned tasks.
8. Termination of Pro Bono Attorney Service. Pro Bono Attorney service with the CFA is on an "at will" basis and may be terminated at any time with or without cause. In addition, all Pro Bono Attorney positions with CFA rely on continued funding and, therefore, cannot be guaranteed for a specific service period. For those Pro Bono Attorneys serving as part of a fellowship program, CFA agrees to abide by the rules and procedures of the specific program in regards to termination.
9. Loss Prevention. CFA is not responsible for any lost or stolen items. Pro Bono Attorneys agrees to exercise due care in safeguarding their personal items and valuables. In addition, Pro Bono Attorney agrees not to remove any CFA property from the premises without authorization of Administrative Assistant or Legal Director, including case files, books, office supplies, etc.
10. Procedure Manual Acknowledgement. Pro Bono Attorney acknowledges that they have received a copy of the Pro Bono Attorney Procedure Manual, which is incorporated by reference, and that they will abide by the rules and procedures contained therein.
11. Final commitment. This Commitment states the entire commitment between the parties. This Commitment terminates and supersedes all prior commitments on the subject matter hereof. Any modification to this Commitment must be made in writing and signed by the parties.
12. Severability. If any term of this Commitment is held by a court of competent jurisdiction to be unenforceable, the remainder will be enforced as fully as possible. The unenforceable term(s) will be deemed modified to the limited extent required to permit enforcement of the Commitment as a whole.
13. Governing law. This Commitment will be governed and construed in accordance with the laws of the United States and the State of Michigan.

WHEREFORE, the parties acknowledge that they have read and understood this Commitment and voluntarily accept the duties and obligations set forth in it.

Dated: _____

Detroit Center for Family Advocacy

/s/ _____

Tracy Green, Legal Director

Dated: _____

Pro Bono Attorney

/s/ _____

{Intern}

Social Worker Intern Service and Confidentiality Agreement

This Agreement is made by and entered into between the Detroit Center for Family Advocacy (CFA), 3031 W. Grand Blvd., Suite 440, Detroit, MI 48202 and _____ (Intern), _____. In consideration for the Intern's service as an intern or continued service as an intern of the CFA and in recognition of the fact that Intern will likely have access to confidential information relating to CFA clients, Intern agrees as follows:

1. **Effective Date.** This Agreement is effective as of _____, 2013. The specific obligations of this agreement will continue after the date the intern ceases his/her service to the CFA.
2. **Definitions.**
 - a. **Mandated Reporter.** A social worker "who has reasonable cause to suspect child abuse and neglect shall make immediately...an oral report...of the suspected child abuse or neglect to the" Department of Human Services. MCL 722.623(1)(a).
3. **CFA's Mission.** The CFA strives to keep children from entering or expedite their removal from foster care. As a legal intern with the CFA, Intern will work with the staff social worker to remove barriers to permanency for children in the child welfare system. Intern will seek to further the CFA mission to provide all children access to a safe and stable home. Furthermore, Intern will uphold CFA's reputation for honesty, integrity and professionalism in all his/her interactions with clients and third parties.
4. **Code of Ethics of the National Association of Social Workers.** As a social work intern of the CFA, Intern is required to familiarize him/herself with, and abide by, the requirements of the National Association of Social Workers (NASW) Code of Ethics.
 - a. **Privacy and Confidentiality.** Intern is prohibited from, directly or indirectly, revealing confidential information relating to a client to anyone who is not a current CFA staff member. Intern is required to "protect the confidentiality of all information obtained in the course of professional services," except as required by Michigan law (see Mandated Reporter, above). NASW Code of Ethics 1.07(c).
 - b. **Disclosure.** If intern is unsure whether disclosure of specific information would be prohibited by the NASW, Intern must consult with their supervising social worker prior to making the disclosure. If Intern feels that the requirements of the mandated reporting statute are implicated in a disclosure made by a client, Intern should immediately inform their supervising social worker.
5. **Duties of Intern.** Intern agrees to abide by all established CFA policies and procedures including, but not limited to, access to the building, usage of equipment and access to confidential documents and programs, as well as those of The University of Michigan. Intern acknowledges that as a social work intern they are an important part of the social work team at the CFA. As such, Intern will honor their time commitment to the CFA and will make every effort to be ready, willing and able to work during their scheduled shift. If some unforeseen circumstance renders Intern unable to complete their agreed upon term of service, Intern will provide sufficient notice of this eventuality and arrange to transition any assigned tasks.
6. **Termination of Intern Service.** Intern service with the CFA is on an "at will" basis and may be terminated at any time with or without cause. For those interns serving as part of an externship program through their law school, CFA agrees to abide by the rules and procedures of the specific program in regards to termination.
7. **Final agreement.** This Agreement states the entire agreement between the parties. This Agreement terminates and supersedes all prior agreements on the subject matter hereof. Any modification to this Agreement must be made in writing and signed by the parties.
8. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder will be enforced as fully as possible. The unenforceable term(s) will be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

9. Governing law. This Agreement will be governed and construed in accordance with the laws of the United States and the State of Michigan.

WHEREFORE, the parties acknowledge that they have read and understood this Agreement and voluntarily accept the duties and obligations set forth in it.

Dated: _____

Detroit Center for Family Advocacy

/s/ _____

Tracy Green, Managing Director

Dated: _____

Intern

/s/ _____

[Name of Intern]

The Detroit Center for Family Advocacy [Intern Name] Learning Objectives – [Term]

- I. Writing (30%):
 - 1) Major writing assignment (memoranda of law or supporting briefs)
 - 2) Complaint or Answer/Counter Complaint
 - 3) Notice of Hearing and Proof of Service Documents
 - 4) Motion and Proposed Order
 - 5) Discovery Demand
 - 6) Subpoena
 - 7) Demand Letter to Opposing Party/Atty
 - 8) Interrogatories
 - 9) Client Introduction or Closing Letters
 - 10) Closing Summaries/Success Stories

- II. Research and Discovery (30%):
 - 1) Legal Research (case law, statutes, court rules, other governing authority)
 - 2) Case Investigation (depositions, witness interviews, and other case investigation activities)
 - 3) Court File Review
 - 4) Discovery/Documents Review

- III. Legal Advocacy (20%)
 - 1) Contested Hearing or Trial Prep
 - a. Direct and Cross-Exam Questions Drafting
 - b. Witness Examination (direct or cross)
 - c. Opening Statement or Closing Argument
 - 2) Advocacy w/DHS and other “neutral” parties
 - 3) Negotiation w/Opposition (opposing counsel and opposing parties)

- IV. Client Engagement (10%)
 - 1) Case Screening
 - 2) Intake Interview
 - 3) Documents Completion Assistance
 - 4) Witness Preparation
 - 5) Closing Interview
 - 6) Consultation/Advice

- V. Other: (10%)
 - 1) Court Case Filings
 - 2) Miscellaneous Program/Clerical Work Assignments

Administration Date: _____

Client I.D.: _____

The Detroit Center for Family Advocacy, A Program of the University of Michigan
Law School Child Advocacy Clinic.

Social Work Intern Supervision Agenda

Date _____

Review of assignments and activities i.e. tasks, assigned reading, workshops or meetings attended (discussion of knowledge or skills gained, questions)

Discussion of client contact, case work, and group work (including identification of knowledge and skills used, what went well and why)

Discussion of progress (strengths, limitations, areas for improvement)

Review of educational objectives/goals

Policy/procedure clarification

Question and Answer

Plan for the Upcoming Week/Follow-up

Additional Comments

D. Children At Issue:

Name	DOB	Age	Legal Status **	Relationship to PC ***	Child living with PC?

** Non-ward, TCW, PCW/MCI, or Probate Ward/EPIC guardianship

*** Child (biological or adoptive child), stepchild, relative, foster child, or "no legal relationship"

PC's Other Children (no matter where residing):

Name	DOB	Age	Gender	Gender Relationship to PC ***	Is Child currently living with PC?

E. Brief Description of Presenting Legal Issue and Requested Legal Advocacy. (Examples include but are not limited to guardianship, custody, landlord/tenant disputes, divorce, PPO, and misdemeanor/traffic warrants).

Signature of Referring Professional

/Date

Fax this completed form to (313) 875-4313, ATTN: Screening Specialist OR email this completed form to lawdetroitcfa@umich.edu. Questions?
Please call (313) 875-4233.

Thank you for your referral! Please contact us if you do not receive e-confirmation of receipt within one business day.

Form revised 08/2013 Previous versions obsolete.

Detroit Center For Family Advocacy Attorney Intake Evaluation

Assigned Attorney:
Assigned Social Worker:
Intake Evaluation Date:

CFA Case No
Assigned Parent Advocate: Referral Source & Agency:

Client Concerns and Goals:	
Individuals Present at Intake:	
Case Type (circle below):	
Divorce	Custody
PPO	Warrants/Criminal
Guardianship	Delegation of Parental Rights
Landlord/Tenant	CPS Proceedings/Release
Other:	

CLIENT INFORMATION:		
Name:		
Address:		
Primary Phone:	Type:	
Alternative Phone:	Type:	
Emergency Contact: Rosalyn Tansil	Phone No.:	
Email Address:		
DOB:	Age:	Gender:
Race:	Marital Status:	SS No:
Living Arrangement (house/apartment, rent/own, other members of household):		
Highest Level of Education Completed:		
OSBORN CONNECTION (Circle One):	Yes	No
If Yes, Explain:		

CLIENT FINANCIALS: Obtain Copy of Bridge/Medicaid Card & Notice of Case Action	
Income Source Types:	Amount:
Employer:	
Disability:	

Debts/Obligations:	Amount:
Child Support/Alimony:	
Car:	
Housing:	
Utilities:	
Other: phone	

CHILDREN AT ISSUE: List (names), DOB, gender, current living situation (i.e., parents, relatives, fictive kin – name, relationship to minor and age), education (regular/special, IEP), employment, court involvement (current/past), delinquency court involvement.

Name:	DOB:	SSN:	Gender:	Race:	Other:

ADDITIONAL CHILDREN:

Name:	DOB:	Residing with Whom?

Past or Current Legal Issue(s):

Past or current criminal litigation (none)

Outstanding Warrants/Tickets /Jurisdiction/Case No.

Probation/Parole/Jurisdiction/Case No./Agent/Lawyer

Other:

Past or current civil litigation: (none)

Divorce/Custody/Child Support /Jurisdiction/Case No./Lawyer Name and Contact Info.

Landlord/Tenant/Jurisdiction/Case No./Lawyer Name and Contact Info.

Other:

LEGAL GOALS AND PLANNED INTERVENTIONS:

--

Detroit Center for Family Advocacy Social Work Intake Evaluation

Assigned Attorney:
Assigned Social Worker:
Referral Source & Agency:
Intake Evaluation Date:

CFA Case No.
Assigned Parent Advocate:

Presenting Social Work Issue(s) Relevant to Legal Objective:	
Ancillary Social Work Issues:	
HEALTH ISSUES (Client or Child):	
Physical	
Diagnosis:	Medications:
Mental	
Diagnosis:	Medications:
Substance Abuse:	
Other:	
Treatment (Past or Current):	
Aftercare:	
Hospitalizations/In-Patient Care (when):	
Treating Physician/Professional Name/Contact Info:	
Hospital/Treatment Facility Name/Contact Info:	

CLIENT'S SERVICE PROVIDERS (Physicians/Therapists/etc. Past & Present):

--

SUPPORT PERSONS/AGENCIES:

Name	Relationship to Client	Contact Information

Social Work Goals and Planned Interventions:

--

Clothing Closet Needs:

--

The Detroit Center for Family Advocacy
 3031 W. Grand Blvd, Suite 440
 Detroit, Michigan 48202

Consent for Release of Confidential Information

I, _____ authorize _____ (name of agency/ organization) authorize to provide the following information, assessments, and reports to the Detroit Center for Family Advocacy:

1. _____
2. _____
3. _____
4. _____
5. _____

The purpose of the disclosure authorized herein will be used for the preparation and representation of my case and the CFA program evaluation (to be used with the appropriate human subject protections and data controls to maintain confidentiality). A copy of this authorization may serve as an original.

I understand that my records are protected under state and federal law governing Confidentiality of Records and cannot be disclosed without my written consent unless otherwise provided for in the regulations.

I also understand that I may revoke this consent at any time except to the extent that action has been taken in reliance on it, and that in any event this consent expires automatically 24 months after the last day CFA services were provided.

Dated: _____

Signature of Participant: _____

 (Signature of parent, guardian, or authorized representative when required)



3031 W. Grand Blvd., Suite 440 Detroit, Michigan 48202 313.875.4233 Fax: 313.875.4313

SERVICE AGREEMENT

THE DETROIT CENTER FOR FAMILY ADVOCACY (CFA)

The Detroit Center for Family Advocacy (hereinafter, the CFA) is a non-profit, multidisciplinary program of the University of Michigan Law School. CFA assists clients in eliminating legal barriers which prevent them from obtaining or maintaining legal care and custody of children who might otherwise enter or remain in Wayne County foster care. CFA is neither affiliated with nor contracted by the Michigan Department of Social Services.

and

Client Name

Client(s) (If Plural, Jointly and Severally)

THE CFA AND THE CLIENT AGREE TO THE FOLLOWING GENERAL TERMS OF SERVICE:

SCOPE AND PURPOSE OF AGREEMENT

The purpose of this service agreement (hereinafter, Agreement), as identified by _____(hereinafter, the Client) is to avoid or expedite termination of foster care placement for the following child(ren):

Child's Name

Date of Birth

Child's Name

Date of Birth

The Client retains the services of the CFA, and any attorneys, law clerks, paralegals, legal assistants, social workers and interns, currently employed (as employees or independent contractors) by the CFA, or employed after execution of this Agreement, to represent him/her in all legal matters that are **specifically and exclusively** related to the purpose of this agreement (hereinafter, POA), that is, the achievement or maintenance of legal care and custody for the previously named minor child(ren).

The CFA's services to the Client under this Agreement does not include representation in appellate or post-judgment proceedings.

CASE CONTROL

Although the Client, by execution of this Agreement, has declared his/her goal for CFA services (i.e., the POA), CFA alone reserves the right to determine the services necessary for achieving that goal. The Client authorizes the CFA to take all legal steps on the Client's behalf that the CFA deems worthwhile and relevant to the achievement of the POA, including social work services; filing lawsuits or other legal papers, which must be collateral to any child welfare proceedings; and engaging in negotiations, mediation, and other professional advocacy. CFA will control the manner of any presentation of the Client's matter, whether in court or otherwise.

CFA will not start a lawsuit in any court on behalf of the Client unless the Client has first instructed the CFA to start the lawsuit. That instruction may be oral. If the Client is already being sued, the defense of that suit will begin immediately upon the CFA's execution of this Agreement.

Should Client's interests and goals diverge from the agreed upon POA at any time during CFA's provision of services to the Client under this Agreement, either CFA or Client may terminate this Agreement.

INDIVIDUALS WORKING ON CLIENT'S BEHALF

CFA maintains the right to bring in other attorneys, outside of the CFA offices and not employed by the CFA, to work on this matter. Also, the Client authorizes all attorneys, law clerks, paralegals, legal assistants, social workers, and interns who are currently employed by CFA (as employees or independent contractors), or employed after execution of this service agreement, to work on this case. CFA will not perform any service for the Client unless CFA determines that such service falls within the scope of this service agreement.

FEES

All professional services provided by CFA will be pro bono or at no cost to the Client. (See, however, "Client's Responsibilities," number 7, for specific exceptions to this term.)

RESULTS NOT GUARANTEED

By signing this Agreement, the Client recognizes and understands that the CFA makes no guarantee promising the achievement of the POA or any other successful outcome covered by this Agreement. CFA does not make, and will not make, any guarantee as to the outcome of any advocacy, service, or intervention on the Client's behalf, or to any negotiation, litigation, or proceeding in which the Client may be a party, whether in court or otherwise.

THE DETROIT CENTER FOR FAMILY ADVOCACY'S RIGHTS AND RESPONSIBILITIES

1. The CFA will zealously and diligently pursue to POA on behalf of the Client.
2. The CFA will keep the client reasonably informed about the status of the service matter, comply promptly with reasonable requests for information, and consult with the Client on decisions concerning the POA. The CFA will send the Client a copy of significant written materials sent to or received by the CFA.
3. The CFA will assess the need for Social Worker and Family Advocate services and coordinate delivery of such services to the client and/or subject minor that the CFA deems necessary to the accomplishment of the POA.

4. The CFA expects and requires complete honesty and candor from the Client relating to all pertinent subjects under this Agreement.
5. The CFA will not take any action which is illegal or fraudulent or which the CFA considers to be imprudent or repugnant to the DCFA's own sense of honor and propriety. The CFA's representation of the Client does not constitute an endorsement of the Client's political, economic, social or moral views or activities.
6. The CFA may terminate the Agreement for the Client's failure to comply with its terms, or for reasons permitted under the Michigan Rules of Professional Conduct. The CFA will return that part of the Client's file to which the Client is entitled immediately upon the Client terminating this Agreement.
7. The DCFA's representation of the Client under this Agreement does not include representation in appellate or post-judgment proceedings.

CLIENT'S RIGHTS AND RESPONSIBILITIES

THE CLIENT HAS THE RIGHT TO:

1. Competent and professional services and representation by the CFA.
2. Decide whether to accept or reject any offers of settlement or mediation evaluations regarding the service matter. The CFA will abide by the Client's decision.
3. Be kept reasonably informed about the status of the matter and have the CFA respond promptly to reasonable requests for information.
4. Confidentiality with respect to all communications between the CFA attorneys and the Client.

With regard to the neglect or abuse of a minor within the legal care and/or custody of the Client, the assigned CFA social worker may potentially be considered mandated by law to report such abuse or neglect, or suspected abuse or neglect, to the designated local child protection agency.

CFA attorneys shall hold ALL confidences of the Client and safeguard the attorney-client privilege. Where a potential for conflict between the duties of the attorney and social worker may exist with respect to confidential communication, the assigned attorney shall make reasonable efforts to exclude the assigned social worker from the communication. It is the position of CFA, however, that the assigned social worker, as an agent of the POA legal services, is protected by the attorney-client privilege. Self-determination, as defined in the accepted Canons of Professional Social Work Practice applicable in the State of Michigan. Such self-determination, however, may not be exercised in a manner that is inconsistent with the stated POA.

5. Self-determination, as defined in the accepted Canons of Professional Social Work Practice applicable in the State of Michigan. Such self-determination, however, may not be exercised in a manner that is inconsistent with the stated POA.
6. CFA agrees to never completely or partially settle claims by or against the Client without the Client's consent. CFA further agrees to send to or advise the Client all settlement offers received by CFA. The communication and response of settlement offers may be oral.

7. Be advised of any conflict of CFA's loyalty interests or other interests relating to the joint representation of the Client, both actual and potential, as promptly as the CFA becomes aware of the existence of such conflict, and to decide whether the CFA's representation of the Client should continue despite such conflict. The CFA will abide by the Client's decision, which must be reduced to writing.
8. The Client may terminate this Agreement, with or without cause, upon notice to the CFA.

THE CLIENT HAS THE RESPONSIBILITY TO:

Meet monthly, in person, with a member of the CFA team to review service goals and progress.

1. Discuss weekly, by telephone, the service matter with a CFA team member.
2. Obey all orders issued by a court concerning the Client's matter.
3. Be completely honest and candid with CFA relating to all pertinent subjects under this Agreement.
4. Pay any and all expenses and court costs resulting from the Client's service matter, including by way of illustration, but not limitation, express mail delivery, filing fees, service fees, court reporter fees, and expert witness fees, when asked to do so by CFA. The CFA, however, will make every effort to have such expenses waived, where applicable, based upon the Client's income eligibility.
5. Sign releases that are pertinent to the accomplishment of all legal and/or social work service goals.
6. Promptly provide documentation as requested by the CFA staff members.
7. To cooperate and interact with all CFA team members and outside professionals in a civil, non-offensive manner.

THE CLIENT MAY NOT:

1. Demand that the CFA use offensive tactics or treat anyone involved in the legal process with anything but courtesy and consideration.
2. Demand any assistance from the CFA that violates the Michigan Rules of Professional Conduct or accepted Michigan Canons of Professional Social Work Practice.
3. Pursue or insist upon a course of action that the CFA reasonably believes to be illegal, fraudulent, offensive or unwise.

IF THE CLIENT VIOLATES ANY OF THESE RESPONSIBILITIES OR OTHER PROVISION OF THIS AGREEMENT, THE CFA HAS THE RIGHT TO SEEK TO WITHDRAW FROM REPRESENTATION OF AND PROVISION OF SERVICES TO THE CLIENT.

THE CLIENT HAS READ THIS AGREEMENT. THE CLIENT UNDERSTANDS ITS CONTENTS AND HAS RECEIVED A COPY OF IT.

This Agreement is signed this _____ day of _____, 2013

 Attorney
 Detroit Center for Family Advocacy (CFA)
 Legal Director

 Client

Conflict of Interest Retainer Addendum

THE DETROIT CENTER FOR FAMILY ADVOCACY (DCFA)

Law Firm. The Detroit Center for Family Advocacy (hereinafter, the DCFA) is a program of the University of Michigan Law School. The DCFA is a non-profit, interdisciplinary law firm that represents, exclusively, clients who seek the placement of a minor(s) within the client's legal care and/or custody, thereby, eliminating the need for future or continued foster care placement of said minor(s).

and

ENTER NAME(S) OF CLIENT(S) HERE

Client (IF PLURAL, jointly and severally)

THE DCFA AND THE CLIENT AGREE TO THE FOLLOWING GENERAL TERMS OF THIS CONFLICT OF INTEREST RETAINER ADDENDUM:

Advice of rights:

1. Lawyers in Michigan must conform to the Michigan Rules of Professional Conduct (MRPC).
2. Pursuant to MRPC Rule 1.7(a), A lawyer shall not represent a client if the representation of that client will be directly adverse to another client, unless (1) the lawyer reasonably believes the representation will not adversely affect the relationship with the other client, and (2) each client consents after consultation. Mich. Rules Prof'l Conduct R. 1.7(a) (2012).

Disclosure of Conflict:

3. The Detroit Center for Family Advocacy (DCFA), currently represents or assists, or previously represented or assisted, _____, a potential or actual directly adverse party, in the following capacity and with the following possible conflict(s):

Waiver of Claims:

4. Based upon the foregoing, I acknowledge that DCFA has advised me that there is or may be a conflict of interest in DCFA's handling of my legal matter. After considering all of the above, I knowingly, intelligently, and voluntarily consent to DCFA's continuing representation or assistance in my legal matter, as well as to that of _____. I also waive any future claims that may arise out of the existence of such conflict.

Date: _____

Client

Certificate of Advice:

The Detroit Center for Family Advocacy (DCFA) has fully advised Client, pursuant to MRPC 1.7(a), of the potential or actual conflict concerning its representation of Client and _____. DCFA does not believe that this dual representation will adversely affect its relationship with either of the parties identified, above.

Date: _____

Attorney
The Detroit Center for Family Advocacy

Closing Conference Confirmation Letter Template

[Date]
[Client Name]
[Client Address]

Dear Mr./Mrs. [Last Name],

I hope this letter finds you well.

As we discussed recently, CFA has achieved the agreed legal objective of [describe legal objective]. The achievement of this goal [prevented {child(ren) at issue} from entering or expedited the removal of {child(ren) at issue} from] foster care. As a result, CFA will be closing your case.

You are scheduled for a closing conference on [Date] at [Time] with Attorney [Assigned Attorney], Social Worker Jamila Weathers, and Family Advocate Nancy Vivoda. This meeting provides CFA staff the opportunity to discuss with you the legal and social work services undertaken on your behalf and provides you an opportunity to address any additional or remaining questions relating to your case. In addition, CFA will insure that you have copies of all necessary legal or other documentation contained in your file.

Please feel free to contact me if you have any questions or concerns prior to this meeting. I can be reached at (313) 875-4233. I appreciate your taking the time to meet with us and look forward to seeing you.

Sincerely,

[Attorney Name] (P_____)

DETROIT CENTER FOR FAMILY ADVOCACY

Client Satisfaction Survey

Please take a few minutes to complete the following satisfaction survey. Your input is very valuable, as it will help the Detroit Center for Family Advocacy (CFA) improve the quality of services it provides to families who are involved with the child welfare system in Wayne County. All information will be kept confidential.

Please circle the response that best matches your experiences with the Detroit Center for Family Advocacy.

	Strongly Disagree	Disagree	Not Sure	Agree	Strongly Agree
1. The Center staff helped me solve my legal issue(s) involving the child welfare system.	1	2	3	4	5
2. As needed, the Center staff connected me to resources in the community.	1	2	3	4	5
3. The time I spent with Center staff was valuable.	1	2	3	4	5
4. I felt emotionally supported by the Center staff.	1	2	3	4	5
5. The Center staff understood my needs.	1	2	3	4	5
6. I would recommend the Center to a friend or family member who is involved in the child welfare system.	1	2	3	4	5

7. What additional services do you think may be helpful to other families who are involved in the child welfare system?

8. What was most helpful about Center services?

9. What could the Center do to improve services?

10. Any additional comments about the Center?

CLOSING SUMMARY INTERNAL SURVEY

Circle answers below

Client's name: _____ **Case Type:** Prevention/Diversion Permanency

What is client's familial relationship to child(ren) at issue?

Mother Father Grandparent Aunt/Uncle Sibling

Other relative (explain) _____

Non-relative (explain) _____

What was client's legal relationship to the child(ren) at issue at case opening?

Parent w/out legal custody Custodial Parent Parent w/out legal rights

Adoptive Parent Guardian Licensed Foster Parent (relative or non)

Non-licensed Foster Parent

Other (explain) _____

What was client's legal relationship to the child(ren) at issue at case closing?

Parent W/out Legal Custody Custodial Parent Parent W/Out Rights

Guardian Adoptive Parent Licensed Foster Parent (relative or non)

Non-Licensed Foster Parent Delegated Powers/Power of Attorney

Other (explain) _____

Was/Were the child(ren) living with client at case opening?

Yes No

If no, who was child(ren) living with at case opening? _____

Is/Are the child(ren) living with client at case closing?

Yes No

If no, who was child(ren) living with at case closing? _____

Did child(ren) change placements during CFA's representation?

Yes No

If yes, was the move the intention of CFA's advocacy?

Yes No

What was the legal status of child(ren) at case opening? (circle all that apply)

With Parent Adopted Guardianship

Temp Court Ward (P has rights) MCI or Perm Court Ward (P does not have rights)

Other (explain) _____

What is the legal status of the child at case closing? (circle all that apply)

With Parent Adopted Guardianship

Temp Court Ward (P has rights) MCI or Perm Court Ward (P does not have rights)

Other (explain) _____

What legal barriers was client facing or needed help resolving? (circle all that apply)

Guardianship Custody Landlord/Tenant Housing Paternity
 Divorce Domestic Violence Public Benefits/SER Licensing Issues
 Warrants -Child Support (civil "show cause")/Child Support (felony non-support)
 Warrants --Criminal (non-traffic) Warrants – Traffic (misdemeanor or civil)
 Interstate Compact Other DHS policy disputes Central Registry
 Other (explain) _____

Were the legal objectives met by case closing?

Yes No

Mixed (explain) _____

For prevention cases, was a petition filed during CFA's rep?

Yes No DK

If yes, what happened? _____

Prevention cases, did CPS close its investigation/case during CFA's rep?

Yes No DK

Permanency cases, did the court close its case during CFA's rep?

Yes No DK

If no, why not? _____

Were social work needs identified?

Yes No

If yes, what social work referrals/resources were offered? (circle all that apply)

Assistance securing needed documents Educational advocacy
 Education program referrals Medical services referrals
 Safety planning Referrals for cash assistance/donations
 Transportation Referrals to employment services
 Referrals to parenting classes Referrals to counseling
 Mental health evaluation referrals Public Benefit advocacy
 Budgeting training/assistance Furniture referrals Assistance resources
 DHS and POS advocacy with workers Home evaluations
 Recreational/Summer programming referrals Needs assessments
 Other (explain) _____

Did the Family Advocate provide assistance/emotional support to client?

Yes No