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The Second Annual Report  
of the  
Chief Child Protection Attorney



Presented to the  
Governor and General Assembly  
January 2009

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## **COCP's Mission Statement**

It is the mission of the Commission on Child Protection to ensure that children and indigent parents who require legal services and guardians ad litem in child protection, child custody and child support cases heard before the Superior Courts for Juvenile Matters and Family Matters, receive high quality, competent and zealous representation from attorneys and guardians ad litem who are knowledgeable and trained in the substantive and procedural law applicable to these cases, capable of skilled advocacy and proficient in the subject areas that inform the issues these children and parents face.

As a state agency, COCP must achieve this mission in the most cost-efficient manner that does not compromise attorney services and is accountable to the state of Connecticut. The COCP is committed to ensuring that these children, Connecticut's most vulnerable and voiceless population in the courts, and their parents, receive the most competent legal representation possible.



*Commission On Child Protection*  
*State of Connecticut*

*Office of the Chief Child Protection Attorney*

330 MAIN STREET, 2<sup>ND</sup> FLOOR  
HARTFORD, CT 06106  
Tel: 860-566-1341 Fax: 860-566-1349  
E-Mail: [CCPA@jud.ct.gov](mailto:CCPA@jud.ct.gov)

CAROLYN SIGNORELLI  
CHIEF CHILD PROTECTION ATTORNEY

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January 30, 2009

Dear Friends:

It is my honor to release the second Annual Report of the Office of the Chief Child Protection Attorney for Fiscal Year 2007-2008. Thanks to the support of Governor Rell, the Legislature, the Judicial Branch and other advocates in child welfare, we have accomplished several important initiatives.

As we complete our second full year of operation and face the challenge of maintaining our momentum towards fulfilling our legislative mandates, we hope that we will continue to receive the necessary support as we try to find efficient and creative ways to continue our progress.

Sincerely,

*Carolyn Signorelli*

Carolyn Signorelli  
Chief Child Protection Attorney

## **CHIEF CHILD PROTECTION ATTORNEY'S SECOND ANNUAL REPORT**

This report provides information about the Commission on Child Protection "COCP" and the Office of the Chief Child Protection Attorney's "CCPA" activities for the past fiscal year. The report includes measures undertaken to meet the office's statutorily mandated responsibility to provide and oversee legal representation for children and parents in child protection, custody and support matters in Connecticut. The report also provides an overview of major accomplishments achieved this year, fiscal management of appropriations and COCP's goals for the upcoming year.

### **EXECUTIVE SUMMARY OF MAJOR ACCOMPLISHMENTS IN FY 2007/2008**

#### ***Certification Program:***

- COCP spearheaded bringing Child Welfare Law as a Legal Specialty to Connecticut and provided scholarships to 45 attorneys to apply to become certified by the National Association of Counsel for Children. During the spring of 2009 approximately 50 attorneys will be sitting for the certification exam.

#### ***Pilot Project:***

- COCP issued a RFP for a Multi-Disciplinary Child Welfare Law Office to represent children in child protection proceedings. Two proposals were accepted and implemented. The South Eastern Connecticut Center for Juvenile Justice in Waterford and New Haven Legal Assistance each commenced executing a multi-disciplinary, holistic model of representation for approximately 1000 children on September 1, 2008.

#### ***Case Management Information System***

- The pilot offices are scheduled to commence utilizing a state of the art case management database system, KidsVoice Integrated Data System (K.I.D.S.©) for receiving case assignments, organizing files, tracking activities and key case information and measuring outcomes by January 2009.
- Independent Contract Attorneys are scheduled to utilize a modification of K.I.D.S.© that will include a billing function generated by tracked case activities by July 1, 2009.

***Caseload Standards:***

**Reduced maximum caseloads for majority of attorneys to 100 or less.**

As of end of FY 07-08:

Number of attorneys with new case assignments less than 100: 162

Number of attorney with new case assignments between between 100-150: 37

Average number of attorney with open cases 150+: 8

**Significantly reduced the number of attorneys with contracts over 150 cases.**

Total number of juvenile contracted attorneys: 207

Average attorney contract caseload: 68

Attorneys with contracts less than 100: 110

Attorneys with contracts between 100-150: 96

Attorney with contract 150+: 1

***Attorney Assessment/Application Review:***

- CCPA conducted attorney observations in the field in 8 of the 13 Juvenile Court locations, the Middletown Child Protection Session, Hartford and New Britain Family Support Court, and the Appellate and Supreme Courts.
- CCPA reviewed renewal applications submitted by 175 attorneys, conducted reference checks, random case and billing audits, and in some cases interviews.
- CCPA interviewed 51 new applicants and granted 36 new contracts.
- CCPA investigated approximately 100 complaints.
- CCPA rescinded or did not renew contracts of 12 attorneys who failed to meet contract standards.

***Mentor Cabinet:***

- In collaboration with the Center for Children's Advocacy, the COCP established a Mentor Cabinet with attorney representatives from each Juvenile Court to facilitate dissemination of critical information for effective legal representation in child protection matters and enhance communication between contract attorneys and the COCP.

***Training:***

- COCP funded and collaborated on 20 training programs including, but not limited to, the 3 Day Pre-Service Training required for new attorneys; In-Service Trainings for all attorneys regarding statutorily mandated topics including: Child Development, Family Violence, Legislative Updates, Educational Issues and Advocacy for Youth in DCF Care, and Child Protection Appellate Training; and a 3 Day Trial Skills Program.

***Appellate Advocacy Program:***

- Completed contract process and approved 10 appellate contracts.
- Appellate Contract requires attorneys to provide consultation for trial attorneys on appellate issues.
- Conducted a day long appellate training attended by 66 attorneys and provide scholarships to 3 attorneys to attend appellate advocacy seminars.

***Family Matters:***

- Established an application process for qualifying Attorneys for Minor Children (AMC's) and Guardians ad Litem (GAL's) to represent children in Family Custody and Support Matters and issued a Qualified List of AMC/GAL's.

## **INTRODUCTION**

### **Effective Legal Representation for DCF Involved Children and Families is Essential to Ensure Appropriate Treatment Plans for Individual Children and Families and Enhanced Accountability of DCF:**

Under our current system of legal representation the majority of children and parents are represented by solo practitioners who either have high child protection caseloads or a diverse general practice. As a result, many of these attorneys are currently not able to consistently provide the holistic advocacy informed by a multi-disciplinary approach that is necessary to be an effective legal representative in the field of child welfare law.

Consider the following example from a case handled by the New Haven Legal Assistance Multi-Disciplinary Law Project Pilot Office:

“Martin” is a 15-year-old who was placed in an emergency shelter by DCF pursuant to an Order of Temporary Custody. When our attorney and social worker met with him, he explained that he wanted to continue to attend his specialized high school, where he’d been doing very well academically and in the vocation program. His special education IEP called for him to attend this high school, but the shelter is an hour’s drive away from the school. Our social worker contacted the DCF social worker, who stated that Martin would have to be re-evaluated before he could return to his school of origin. Our attorney researched the McKinney Vento Act, which protects the right of homeless children to continue to attend their school of origin. After several fruitless attempts to contact the responsible person in the school district, our attorney notified the homeless services coordinator at the State Department of Education, who interceded with the district. Meanwhile, our social worker maintained communication with our client’s mother, to enlist her support. After several weeks of advocacy, we were able to have transportation set up, and Martin has returned to his school of origin.

The same case handled by a busy solo-practitioner with a high caseload would be less likely to receive the attention to educational issues early on while the Order of Temporary Custody was being addressed or the follow through to ensure the child’s educational needs were met as soon as possible.

Legal representation informed by effective client communication and an understanding of a client’s perspective, needs and legal entitlements, as well as an awareness of best social work practice and appropriate and available services, can lead to optimal outcomes for the families served by the child welfare system and juvenile court. Providing this level of representation requires a broad knowledge base in many subject areas, excellent advocacy and mediation skills, and a great deal of time in order to diligently prepare each case and pursue client goals in the face of an often intransigent bureaucracy. Children and parents involved with DCF need to have representation at all phases of their case including the administrative treatment planning process to ensure that their position is considered and their needs appropriately and

adequately addressed. The best way to achieve this level of representation is through a multi-disciplinary model which employs a team approach to ensure well informed holistic representation is provided. Quality advocacy can also be achieved by competent attorneys who specialize in child protection; who have manageable case loads; the time, expertise and skill to advocate in every phase of the system of child welfare; and who have access to a variety of experts in the fields of child welfare, mental health, substance abuse, domestic violence, child development, and educational needs and entitlements.

## **THE COCP, WHO IT SERVES AND HOW IT CAN ASSIST LEGISLATORS**

### ***The Work of the COCP***

The General Assembly created the COCP in the 2005 legislative session through P.A. 05-3 Sections 44 through 46. Their intent was to create an independent agency to improve and monitor attorney services for children and indigent parents in child protection matters. C.G.S. § 46b-123c provides for the establishment of an 11 member Commission. Its function is to carry out the purposes of the legislation and to appoint a Chief Child Protection Attorney.

### ***Current Commission Members:***

<b>Member</b>	<b>Appointed By</b>	<b>Town</b>
Anthony Lazzaro, Chair	Governor	Glastonbury
Monique Ferraro	Governor	Watertown
Linda Sandaies	Governor	Rocky Hill
Judge Carl Taylor	Chief Justice	West Hartford
Judge Carol Wolven	Chief Justice	Hamden
Shelley Geballe	President Pro Temp	New Haven
John Kelley	Senate Majority Leader	New Haven
Gregory Stokes, Sr.	Senate Minority Leader	Enfield
Anthony Candido	House Speaker	Milford
Paul Chill	House Majority Leader	Andover
Ann P. Dandrow	House Minority Leader	Southington

The Commission currently meets bi-monthly. It oversees and advises the Chief Child Protection Attorney (CCPA). The Commission has provided diverse and insightful input and direction to the CCPA regarding proposed initiatives, as well as addressing various issues and challenges that have arisen. Individual Commission members have assisted with attorney training, legislative advocacy, facilitating meetings with the Executive Branch staff and Legislators, budgeting advice and securing federal training funds.

The CCPA is responsible for establishing the system of state paid legal representation in Juvenile and in Family Matters and ensuring the quality of that representation. The CCPA manages and oversees the following attorney services in all Superior Court Juvenile and Family Matters Divisions:

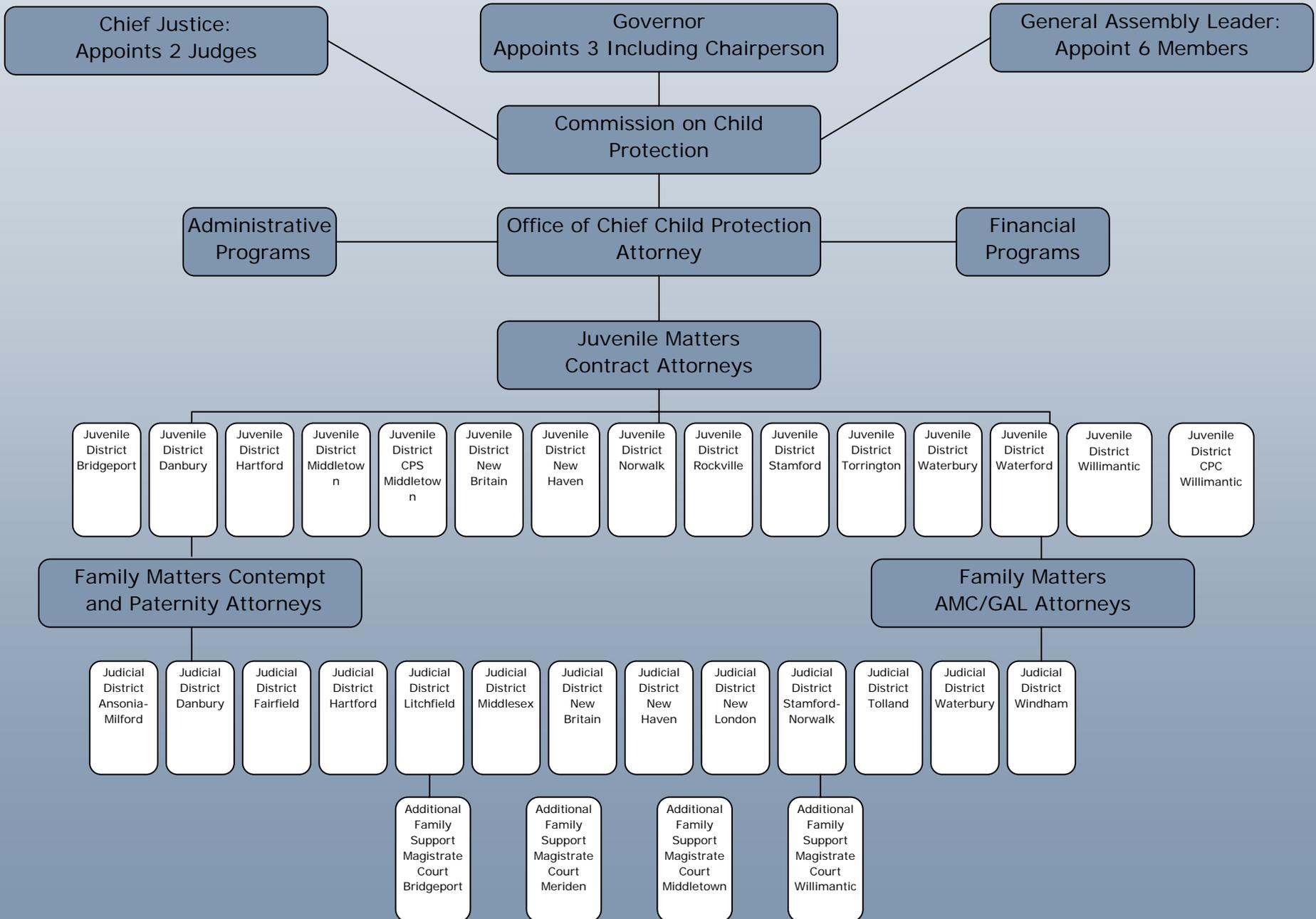
- Attorney/Guardians ad Litem (GAL) representation for all children in Juvenile Matters child protection proceedings.
- Attorneys and/or GALs for children subject to Family with Service Needs petitions.
- GALs for children subject to juvenile delinquency proceedings.
- Attorneys for children subject to delinquency proceedings who do not qualify for Public Defender services, but are not being provided an attorney by their parent or legal guardian.
- Attorneys for all indigent parents in Juvenile Matters child protection proceedings.
- AMCs and GALs in Family Matters divorce and custody proceedings when parents are indigent.
- GALs for children in Magistrate Support Court proceedings.
- Attorneys for indigent contemnors and putative fathers in Family Matters and Magistrate Support Court proceedings.

The agency operated during FY 2008 with a permanent staff of 9 and 2 temporary employees. Close to 94% of COCP's expenditures are used for attorney services, including expenses of litigation which directly benefit clients.

Initially COCP was under the auspices of the Chief Public Defender for administrative services. Since July 1, 2007, the agency has become almost completely independent and is in the process of setting up a separate Business Unit. Payroll, IT and Human Resource needs continue to reside with the Public Defender's Office.

# Organization Chart

## Commission on Child Protection



## ***COCP Attorneys***

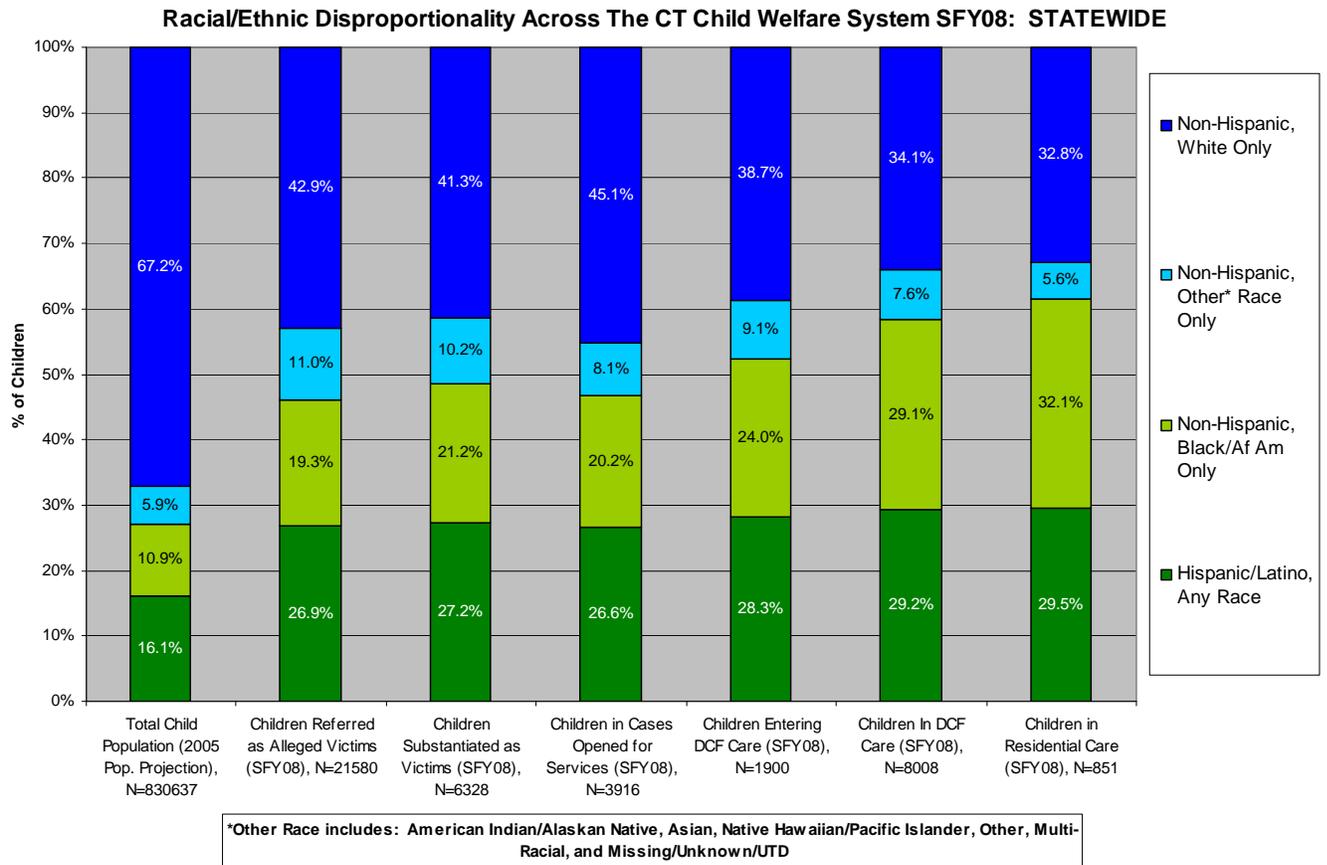
In the FY 07-08 COCP contracted with approximately 257 licensed attorneys. These attorneys are professionals who live and work in your local communities and legislative districts. They are primarily solo practitioners who, up until now, received little or no specialized training in child protection. The COCP also contracts with a handful of general practice firms and with Connecticut Legal Services, the Center for Children's Advocacy and Lawyers for Children America to provide representation to children. During 2008 COCP initiated two pilot offices to provide a multi-disciplinary approach to representing children in child protection proceedings. In addition, some contract attorneys are taking the initiative to execute a multi-disciplinary approach to representation by seeking to establish not-for-profit status and by utilizing a provision in COCP's hourly contract to reimburse paralegal and social worker expenses at \$15.00 per hour.

## ***The Families Represented***

Contract attorneys represent children and parents who live in your communities—this year, close to 16,765. Primarily, their clients are children who have been alleged to have been abused or neglected and are the subject of a petition of neglect brought by DCF in the Superior Court for Juvenile Matters. COCP contract attorneys provide legal representation to children who are status offenders and subject to Family With Service Needs petitions. Youth who are considered delinquent are also assigned COCP contact attorneys when they require a separate GAL to represent their best interest. The Juvenile Contract attorneys also represent the parents and guardians who are named in DCF's neglect petitions. COCP has separate contracts with attorneys to provide legal representation to indigent contemnors in Family Matters cases, as well as putative fathers in support matters.

This year the COCP instituted a qualification process for attorneys to be eligible to act as AMC's and GAL's for children in divorce, custody and support proceedings in Family Matters when the state is paying for their services due to the parents' inability to pay.

The racial and ethnic composition of the children and families served by the COCP continues to be disproportionately African-American and Hispanic families.<sup>1</sup>



In spite of the number of African-American and Hispanic families being served, the total number of African-American contract attorneys is down from 10 to 9 and the total number of Hispanic attorneys is up one to 7 in FY08. Competent minority attorneys are highly sought after in the private sector and the COCP needs to be able to provide better incentives in order to provide more culturally competent and diverse representation to its clientele.

### ***Support to the General Assembly***

As a state agency, the COCP serves as a resource to legislators by providing information and answering questions concerning children’s issues, the attorneys who represent children, the office, legislation or specific information concerning children or attorneys in a legislator’s community. Examples of legislator services available from the COCP include:

<sup>1</sup> Appendix I: FY07-08 Statewide Racial/Ethnic Disproportionality Report

- **The provision of information concerning the attorneys who serve in a legislator’s community.** The COCP will arrange for legislators to meet with the attorneys in their district to gain personal knowledge of the unique issues within their communities.
- **The provision of child-specific information for a district.** The COCP provides legislators with data on the number of cases involving COCP-contract attorneys, the case types in which children are represented and the issues presented.
- **Assistance with constituent complaints, concerns or questions.** The CCPA has met with litigants and members of the General Assembly to discuss problems with representation and alleged inequities in the system of decision-making in custody cases. The CCPA handles daily complaints from clients and other stakeholders and addresses these complaints with the contract attorneys in order to improve the representation being provided. In FY 07-08 CCPA responded to approximately 100 complaints.
- **Legislative assistance.** The COCP can review legislation, offer input and testimony and is available to work with legislators on any proposed legislation concerning children.

## **LEGISLATIVE MANDATES**

### ***Generally***

There are many federal and state statutes that pertain to the work of the COCP. These include the Child Abuse Prevention and Treatment Act (CAPTA), which requires the appointment of a GAL in child protection court proceedings; Titles IV-B and IV-E of the Social Security Act set up a scheme of financial penalties to states that do not move towards permanency for children within statutory timeframes; the Adoption Assistance and Child Welfare Act of 1980 (AACWA) tied financial incentives to child welfare agencies making reasonable efforts to prevent removal, to reunify families and to achieve adoptions for foster children; the Adoption and Safe Families Act clarified AACWA by making “the child’s health and safety ... the paramount concern.” COCP lawyers must be well versed in this federal legislation, as well as a myriad of other entitlement statutes, such as the A.D.A., Special Education law, the McKinney-Vento Homeless Assistance Act and the Multi-Ethnic Placement Act, in order to understand the requirements placed upon DCF, their client’s rights and entitlements, and the necessary court and administrative processes to fulfill these federal funding mandates.

Pursuant to C.G.S. 46b-129a<sup>2</sup>, attorneys are appointed in Connecticut as both attorney and GAL for children. This means that they provide client-directed representation to the extent possible focused on legal rights, while simultaneously assessing their minor client's best interest as GAL and ensuring that steps are taken to protect their child client's well-being. This statutory framework has significant ethical and training implications for contract attorneys, as well as financial implications for the COCP due to the number of separate GAL's that are appointed whenever an attorney/GAL perceives a conflict between his or her child client's expressed or implied wishes and their client's best interest. On average 1500 children are appointed separate GAL's per year for a cost of approximately \$750,000.00.

The CCPA proposed legislation last session to render the rules governing representation of children over 7 years of age parallel to Rule 1.14 of the Rules of Professional Conduct governing the representation of clients with potential "impairments." Senate Bill 325 was approved by the Senate but did not get to the floor in the House due to time constraints. The CCPA intends to re-submit this legislation this session. By removing the inherent conflict that attorneys representing children currently face due to their dual role, permitting them to exercise a more client-directed approach to legal advocacy, and requiring more objective and serious potential harm if the client's directives are asserted before protective action can be taken, this legislation will enhance the ability of children to be heard and their perspectives to be considered regarding the decisions which profoundly impact their well-being, safety, goals and happiness.

"Indigent parents are statutorily entitled to representation pursuant to C.G.S. Section 46b-135(b). State statutes governing DCF and its obligations to the parents and guardians they investigate and the children in its care, also recognize the importance of the role of counsel in ensuring that the legal rights of the families it serves are respected. <sup>3</sup>

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<sup>2</sup> C.G.S. § 46b-129 reads in pertinent part as follows: "In proceedings in the Superior Court under section 46b-129 ... (2) a child shall be represented by counsel knowledgeable about representing such children who shall be appointed by the court to represent the child and to act as guardian ad litem for the child. The primary role of any counsel for the child including the counsel who also serves as guardian ad litem, shall be to advocate for the child in accordance with the Rules of Professional Conduct. When a conflict arises between the child's wishes or position and that which counsel for the child believes is in the best interest of the child, the court shall appoint another person as guardian ad litem for the child. The guardian ad litem shall speak on behalf of the best interest of the child and is not required to be an attorney-at-law but shall be knowledgeable about the needs and protection of children. In the event that a separate guardian ad litem is appointed, the person previously serving as both counsel and guardian ad litem for the child shall continue to serve as counsel for the child and a different person shall be appointed as guardian ad litem, unless the court for good cause also appoints a different person as counsel for the child. No person who has served as both counsel and guardian ad litem for a child shall thereafter serve solely as the child's guardian ad litem."

<sup>3</sup> See, e.g., C.G.S. Sec. 17a-16.

### ***Specific Enabling Legislation:***

Connecticut state statute, Section 46b-123c, et seq., is the specific legislation establishing the COCP and setting forth mandates that it must meet in order to create and maintain a consistent and high quality legal representation system for children and parents.<sup>4</sup>

The mandates listed in the statute, as amended by P.A. 159, include the following:

The Chief Child Protection Attorney shall:

- Establish a system to provide legal services and guardians ad litem to children, youths and indigent respondents in family relations matters in which the state has been ordered to pay the cost of such legal services and guardians ad litem, provided legal services shall be provided to indigent respondents pursuant to this subparagraph only in paternity proceedings and contempt proceedings, and legal services and guardians ad litem to children, youths and indigent legal parties in proceedings before the superior court for juvenile matters, other than legal services for children in delinquency matters.
- Establish a system to ensure that attorneys providing legal services pursuant to this section are assigned to cases in a manner that will avoid conflicts of interest, as defined by the Rules of Professional Conduct; and
- Establish training programs and curriculum designed to ensure proficiency in the procedural and substantive law related to child protection matters and to establish a minimum level of proficiency in relevant subject areas, including, but not limited to, family violence, child development, behavioral health, educational disabilities and cultural competence.
- Establish Standards of Practice for the representation of children, youths, indigent respondents and indigent legal parties. Such standards shall be designed to ensure a high quality of legal representation.
- Establish caseload standards consistent with an attorney's ability to provide diligent and thorough representation for all child protection clients.
- Promote best practices any contract entered into for the provision of legal services may include terms encouraging or requiring the use of a multidisciplinary agency model of legal representation.
- Establish a list of qualified attorneys from which the judicial authority may appoint GAL's and AMC's in Family Matters custody cases.
- Administer a billing, monitoring and payment system for attorneys who provide representation to children and indigent parents.

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<sup>4</sup> [Appendix II: C.G.S. § 46b-123c, d & e.](#)

## **COCP ACCOMPLISHMENTS FISCAL YEAR 2007/2008**

This section provides a detailed overview of how the COCP has fulfilled its legislative mandates.

### ***ESTABLISH A SYSTEM OF REPRESENTATION IN CHILD PROTECTION, CUSTODY AND SUPPORT MATTERS:***

The COCP continues to administer the independent contractor model of legal representation in child protection matters and for contempt and paternity matters in Family and Magistrate Support Court.

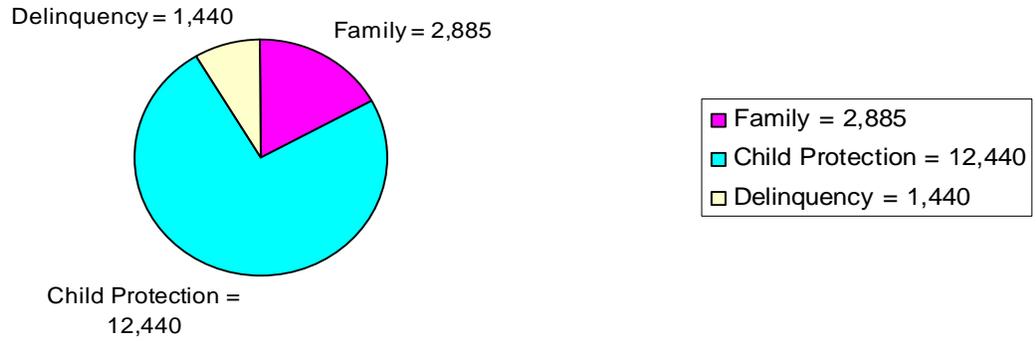
This past year, the COCP provided representation to 13,880 children and indigent parents in Juvenile Matters cases and 2,885 Family Matters cases. The COCP provides services in all 13 judicial districts in the state through the independent contract services of approximately 260 attorneys throughout the state as well as qualifying 108 AMC's and GAL's to accept appointments made from the bench in Family Matters cases where the parents cannot pay for their children's representation.

### ***Establish A Conflict Free Appointment System***

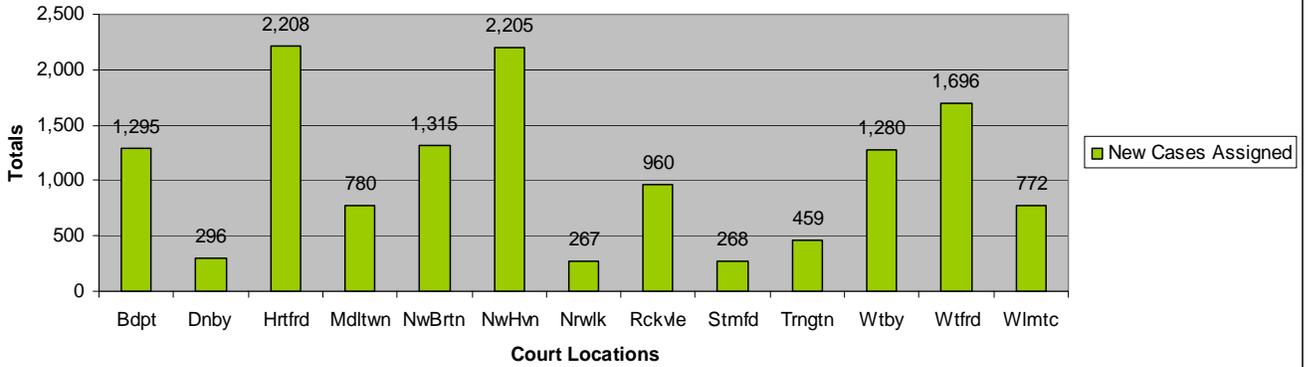
The COCP and the Judicial Branch continue to work closely together to ensure that conflicts of representation are avoided whenever possible. Currently, COCP has two paralegal positions and one temporary employee to fulfill this task in order to ensure uninterrupted appointments during illness and vacation and reduce the instances where potential conflicts are missed on cases that have a history in the system. However, not all case history can be found in the system. There are currently three databases which must be utilized to preview, appoint and maintain attorney assignment information. CCPA has implemented a policy of notifying all parties of an assignment within 24 hours of receipt of the request. Accessing all three databases, corresponding with court clerks, notifying and receiving calls from attorneys is extremely time consuming. Due to the volume of assignments and time constraints the 13 juvenile courts are divided among each of COCP's 3 paralegals with each paralegal responsible for 4 to 5 courts. The additional paralegal has assisted in providing proper review of each assignment thus reducing the need to correct or reassign cases.

COCP has secured contingency funding through OPM to purchase its own case management information system which will streamline the appointment process, communication to and from attorneys, billing procedures, and tracking of outcome measures. The system will additionally provide attorneys with an internal activity and case management tool.

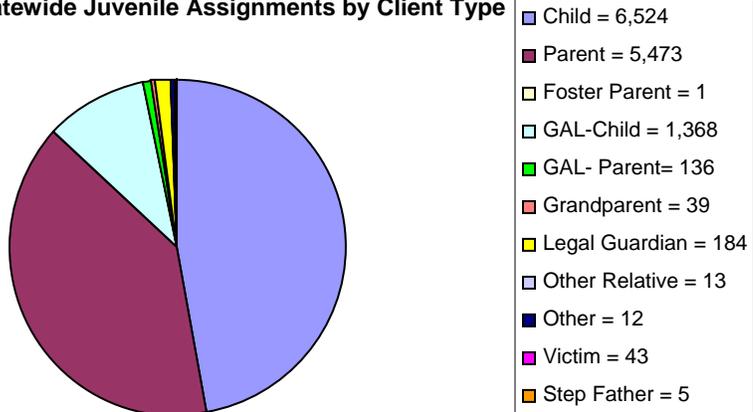
**FY 2007- 2008 Child Protection-Delinquency-Family Cases Assigned**



**FY 2007-2008 New Case Assignments by Court**



**FY 2007- 2008 Statewide Juvenile Assignments by Client Type**



## ***IMPROVING THE CURRENT INDEPENDENT CONTRACTOR MODEL OF REPRESENTATION***

### ***COCP's Annual Evaluation and Contract Process***

The COCP continues to require every attorney to complete an application, background and reference check process. All new applicants are interviewed.

The COCP had plans to include in its assessment process during this last fiscal year more in person observation of court proceedings. While courtroom observations were increased, it remains difficult to achieve this goal without sufficient support. Several existing contract attorneys about whose performance the COCP had concerns, were observed and in some cases meetings were conducted to discuss issues.

As a result of the assessment process 12 existing contract attorneys were not renewed and only 36 out of 51 new applicants received contracts. By making efforts to be more selective in awarding contracts, the CCPA is attempting to increase the level of quality among the Juvenile Contract Attorneys.

### ***Advocating for a Reasonable Hourly Rate for Contract Attorneys***

Research performed by the CCPA, including information gathered by the ABA Child Law Center, compared Connecticut's child protection attorney pay rate with other states and found that despite being one of the richest states in the nation, Connecticut paid its child protection attorneys at one of the lowest rates. Therefore, one of the COCP's major initiatives and goals during the 2007 legislative session was to secure adequate funding in order to pay the attorneys that do this work a fair and reasonable hourly rate. In consideration of state budget constraints, the CCPA merely requested a \$60.00 per hour rate. An appropriation was granted for a \$40.00 per hour rate. This is significantly less than the hourly rate for special public defender's handling criminal defense matters.

While the current economic crisis prevents ongoing efforts to seek an across the board increase for juvenile and family contract attorneys, the COCP has approved an hourly rate of \$75.00 per hour for Certified Child Welfare Law Specialists. In this way experienced, knowledgeable and respected juvenile contract attorneys can receive a fair rate of pay for the exemplary work they do on behalf of the children and families the state is responsible to serve. In addition, a higher hourly rate for certified attorneys provides an incentive for competent attorneys interested in focusing on child welfare law to enter and remain in the field.

### ***Monitoring Hourly Billing Statements to Assess Quality of Services***

The CCPA accounting staff reviews hourly billing statements provided by the attorneys who bill excess hours and have hourly rate contracts in order to ensure that the work done on a case is adequate and that state dollars are used for only allowable expenditures. The accounting staff will often consult with the CCPA and our paralegal specialists on these issues. This is the most effective way to monitor services on any given case given current staffing and the resulting lack of presence in the local courts.

Flat rate contract attorneys are also required to report on their monthly billing forms when they last visited their child client. An in-house auditing system has been put in place to red flag any bills that seem to be excessive and daily activities recorded are reviewed individually to prevent double billing. In addition, the hourly billing is more cost effective in that attorneys are compensated as they complete their work. The flat rate system pays the attorney up front for the case when they receive it and often prior to any significant amount of work being performed. The flat rate contracts are being phased out and all attorneys will be on an hourly rate contract in July of 2009.

### ***IMPLEMENTING THE BEST PRACTICE MODEL OF LEGAL REPRESENTATION IN CHILD PROCEEDINGS***

In our First Annual Report, we described our research into the various organizational models utilized to provide legal representation in the child protection field in order to assess the best means to fulfill its legislative mandate of providing quality representation by attorneys proficient in the subject areas that inform child welfare practice. As a result of that research the COCP concluded that the model that embodied the best practices in legal representation in the child protection field in terms of providing the necessary holistic representation these cases require is an organizational model. In this model the attorneys providing the representation are employed, supervised and trained centrally and supported by a multi-disciplinary staff including paralegals, social service professionals, supervisors and consultants.

The CCPA collaborated with KidsVoice USA, LLC, a not-for-profit law practice providing this multi-disciplinary representation to approximately 5000 children in Pittsburg, PA. KidsVoice's team approach to legal advocacy with one attorney and one child advocate specialist (CAS) representing each child client informed the CCPA's RFP for a pilot Multi-Disciplinary Child Welfare Law Office issued on January 3, 2008.<sup>5</sup> On March 31, 2008, contracts were awarded to the South Eastern Connecticut Center for Juvenile Justice (SECCJJ) in Waterford and New Haven Legal Assistance in New Haven.

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<sup>5</sup> [Appendix III: Summary of Request for Proposal.](#)

As noted in the Introduction, these model offices are positioned due to their multi-disciplinary team approach to representation of children to provide more in-depth and effective advocacy. The following is an additional example of the effectiveness of this approach from the SECCJJ:

SECCJJ's 9 year old child client is placed at home with her mother under court ordered Protective Supervision by DCF. Based upon information that the mother moved and the child did not attend summer school, DCF filed a Motion to Modify the disposition of protective supervision to commitment, whereby the child would be removed from her mother's care. DCF presumed that the mother was not attending to her child's educational needs. An investigation by the child's legal team, her lawyer and a Child Welfare Advocate (CWA) revealed that summer school was not required for their client to advance to next grade and in fact the child was promoted. The child's CWA attended an educational placement team meeting and learned that mother is supporting her child and the teachers have observed positive changes. The CWA also learned that mother is dyslexic. The CWA and the attorney surmised that this may contribute to the child's reading and speech delays if mother is not able to help her child at home and that the child should be screened for dyslexia. The SECCJJ attorney sent a letter to mother's counsel who consulted with his client and confirmed that she is dyslexic. SECCJJ prepared to contest DCF's Motion to Modify the Disposition and proposed instead that the court continue to monitor the child's educational stability and progress, understanding that mother may be limited in her ability to help with her child's school work. When the Attorney contacted the DCF social worker and shared the information SECCJJ had learned and its plan to object to the Motion, DCF agreed not to pursue removal from the home.

This multi-disciplinary team approach allowed for a more thorough investigation into the facts, the child to be represented at an out of court meeting regarding educational needs, the recognition of the effect of the mother's dyslexia on her ability to meet her child's educational needs, and ultimately the prevention of the child's removal from her home.

## **ESTABLISH TRAINING PROGRAMS AND CURRICULA**

### ***Mandatory Pre-Service Training and Mentoring***<sup>6</sup>

All new contract attorneys are required by their contract to participate in three days of pre-service training, presented by the Center for Children's Advocacy<sup>7</sup> and various state experts in the child welfare field. Last year the three days were scheduled during the months of July and September. These attorneys received paid mentors who were obligated to facilitate the new attorneys shadowing them to observe all types of case proceedings, to supervise the new attorneys on their first three case assignments, serve as a consulting resource for them and to evaluate them prior to the contract term's completion. The 2007/2008 contract contained the following training requirements for the new contract attorneys:

- Any New Contractor (an attorney receiving a contract to provide representation in juvenile matters for the first time commencing July 1, 2007) certifies that he or she will attend the three day pre-service training provided by the CCPA and complete 2 of the 3 days of pre-service training prior to receiving any cases, at least 3 of the 4 In-Service trainings and 3 of the 5 Bi-Monthly trainings offered through the Center for Children's Advocacy between July 1, 2007 and June 30, 2008.
- Any New Contractor certifies that he or she will participate in the Mentor Program offered by the CCPA and fulfill its requirements of observing the assigned mentor for one month prior to receiving any cases and accepting supervision from the assigned mentor for at least two cases and perhaps more if recommended by the assigned mentor.

### ***Mandatory In-service Training***

The 2007/2008 Contracts for renewing contract attorneys provided the following training requirements:

- Any Contractor who is herein renewing their prior contract with the CCPA certifies that he or she will attend a minimum of 2 of the 4 In-Service Trainings and 2 of the 5 Bi-monthly trainings offered through the Center for Children's Advocacy between July 1, 2007 and June 30, 2008. All Contractors who agree to provide representation in FWSN and Delinquency Matters will be required to attend a mandatory FWSN and Delinquency Training to be offered in the Fall of 2007.

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<sup>6</sup> Appendix IV: Agreement: Legal Representation of Children and Indigent Legal Parties in Juvenile Matters Hourly Rate Contract.

<sup>7</sup> Appendix V: Schedule of Trainings.

The In-Service Trainings are designated to address the non-legal topics set forth in C.G.S. § 46b – 123d(3). The bi-monthly trainings provide attorneys with updates on child welfare law, procedure and policy and their implications for practice.

## **ADDITIONAL TRAINING INITIATIVES AND OPPORTUNITIES:**

### ***NACC's Annual National Children's Law Conference***

The GTFJAC's Quality of Legal Representation Committee recommended that the CCPA provide scholarships to attorneys to attend national child welfare conferences. These venues are extremely valuable as far as obtaining the most up to date information regarding child welfare, training on legal and evidentiary issues and motivation for practicing in this difficult field. Through the efforts of the Chair of the Quality of Legal Representation Committee and the CCPA, the GTFJAC authorized \$20,000 for FY 2007 and \$40,000.00 for FY 2008 to send child protection contract attorneys to the NACC and other national conferences. So far the CCPA has arranged for 52 attorneys to attend the 2006, 2007 and 2008 NACC Conferences. The CCPA was asked to speak at the 2008 conference regarding the Child Welfare Legal Specialization program and its value to the COCP's efforts to raise the bar of the practice of child welfare law.

### ***National Institute of Trial Advocacy's Trial Skills Training in Child Protection***

The most important skills any child protection attorney can possess are trial skills. The ability to competently defend or put on a case at trial is essential to a lawyer's ability to protect a client's rights in the face of governmental intrusion into private family life. When a client and the other parties, especially the Petitioner/DCF, cannot agree, a trial is the only means to ensure that the state's involvement is proper and that decisions regarding a child's placement and future are based upon a full and objective review of all relevant facts.

The COCP secured \$60,000.00 of Court Improvement Project Training Grant Funds through the cooperation of the Judicial Branch and its State CIP Coordinator, Marilou Giovannucci. The funding was utilized to bring the NITA Child Advocacy Trial Skills Program to Connecticut for its second year at the School of Law at Yale University. For three days during the Judges Institute in June of 2008, 42 contract attorneys and 6 Assistant Attorneys General received intensive trial skills training through dynamic lectures, group exercises and small skills workshops. The program was a tremendous learning experience for all involved and even the most seasoned child protection attorneys expressed enthusiasm about the valuable insights and practice they gained during the program. The camaraderie and inspiration for the work that this

experience engendered among the participants was as valuable as the skills learned as Connecticut and the COCP strive to bring pride in the work among practicing child protection attorneys and respect to the field among the Bar and all three branches of government.

The COCP hopes to continue to secure the necessary funding through the CIP training grant in order to hold an annual trial skills training program specifically geared to child protection litigation. The intent would be for these trainings to remain open to contract attorneys and Assistant Attorney Generals. COCP believes such cross-training promotes the highest level of practice in our child protection courts and thus the most appropriate outcomes for the children and families the system serves.

### ***Connecticut Bar Association***

The COCP continued during FY2008 to reimburse attorneys who took the initiative to attend CBA Seminars pertinent to their work in child protection. However, that practice has been discontinued due to the current budgetary constraints.

### ***Lawyers for Children America CORE and Special Topic Trainings***

The COCP reached an agreement to permit Juvenile Contract Attorneys to attend LCA's CORE trainings for their pro bono child protection volunteers as a means to supplement mandatory training requirements and address some new attorney scheduling conflicts with the mandatory pre-service training.

The COCP also helped to support LCA's Special Topic Trainings offered twice per year to all stakeholders in the child welfare field.

### ***DCF Training Academy***

DCF continues to offer relevant Training Academy social work courses to COCP contract attorneys. The COCP strives to maintain an updated Training Academy schedule on its website so that attorney can take advantage of this opportunity.

## ***REDUCING CASELOADS***

As of June 30, 2007 added 36 additional contract attorneys. New attorneys, unless they had prior experience practicing in juvenile matters, are only permitted 25 cases during their first year.

Since taking over in July of 2006 the COCP has reduced the number of attorneys who have been appointed clients in excess of 150 from 53 attorneys to only 8 attorneys. The number of attorneys with client assignments in excess of 100 has been reduced from 73 to 31 attorneys. This was primarily achieved by bringing on new attorneys and by strictly utilizing the ratio based Attorney Appointment System.

In spite of this numerical improvement, it remains imperative that more attorneys are encouraged to commit to and focus on child protection work. If the COCP cannot accomplish this, the cadre of attorneys doing this work will remain in a constant state of flux, as new talented attorneys starting out in practice are trained and gain experience but ultimately leave for better paying opportunities. The time, effort and dollars spent to train attorneys will have a reduced rate of return, while increased expectations and greater work requirements placed upon qualified experienced attorneys without a significant increase in remuneration will render the goal of a child protection bar where all the attorneys possess the necessary expertise and commitment to these cases illusive.

## ***ESTABLISH A LIST OF QUALIFIED ATTORNEYS FROM WHICH THE JUDICIAL AUTHORITY MAY APPOINT GUARDIAN AD LITEMS AND ATTORNEYS FOR MINOR CHILDREN IN FAMILY MATTERS CUSTODY CASES***

COCP has instituted an application procedure for attorneys to be Qualified as an Attorney for Minor Child or Guardian as Litem in Family Matters divorce, custody and support cases. The application process ensures that attorneys providing this representation in cases where the parents cannot afford counsel and the state provides payment are qualified to do so.

## ***MAGISTRATE COURT AND SUPPORT ENFORCEMENT***

The CCPA is also responsible for providing representation for indigent contemnors and putative fathers in family matters. This representation primarily occurs in support enforcement proceedings before the Magistrate Courts. The CCPA is currently administering the contract system for this representation established by the Judicial Branch.

Due to the complicated nature of the system and cases and the variances in the case handling among courts, the CCPA has determined that in order to responsibly address any further changes and their budget implications, the CCPA should appoint and the legislature should fund a position for Director of Family Matters Contempt and Paternity Representation.

### **ADMINISTER A BILLING, MONITORING AND PAYMENT SYSTEM FOR ATTORNEYS PROVIDING REPRESENTATION**

#### ***COCP implemented a web-billing system on July 1, 2006***

As of October 1, 2006 contract attorneys were required to begin utilizing forms created by the COCP's Financial Program Manager and available on its website for billing purposes. This streamlined the billing process and enabled the COCP's small billing staff of three accountants and the FPM to handle all phases of bill processing for the state. This process was previously handled by clerk staff in all 13 Judicial Districts as well as Court Operations staff and the Finance Department of the Judicial Branch.

The COCP accounting staff, in spite of their small numbers, goes to great lengths to ensure that billing and payments are accurate. The staff handles numerous daily calls from attorneys regarding billing questions and provides personal assistance to each caller. During FY 07 they caught and avoided \$82,000 in potential overpayments due to billing errors on the part of attorneys. The turn around time from receipt of bills to attorney receipt of payments where there are no errors or discrepancies is within three weeks. In addition to ensuring payments are accurate, the contractual deadlines for submittal of bills has been more strictly enforced.

### **CCPA COMMITTEE INVOLVEMENT and ADVOCACY EFFORTS**

To effectively set policy, advocate for and serve the best interests of children, the CCPA must extend her activities and work beyond the prescribed list of statutory mandates. Successful advocacy for children requires collaboration and the sharing of resources among many state agencies, child advocate organizations and other interested professionals. There are many entities whose area of work impacts the mission of the COCP. As a result, the CCPA is an active participant on many state, Judicial, Legislative and Gubernatorial committees, boards and Task Forces. The following provides a sample of committees that the CCPA serves as a member of or initiated in the office's efforts to continually better serve the children of Connecticut:

- Children's Trust Fund: Acting Chair of Council
- Governor's Task Force on Justice for Abused Children
- Chief Justice's Public Service and Trust Commission

- Executive Implementation Team on Juvenile Justice
- Family with Service Needs Advisory Board
- Juvenile Court Rules Task Force
- In-Depth Technical Assistance Technology Grant to Improve Delivery of Substance Abuse Treatment
- State Court Improvement Project Workgroups:
  - Information Technology Workgroup
  - Training Grant Workgroup
- Connecticut Bar Foundation: James Cooper Fellows
- Connecticut Bar Association Committees:
  - Children and the Law
  - Liaison with State Government
- DCF Differential Response Steering Committee
- National Project for the Improvement of Parent Representation Steering Committee
- Children & Youth Law Forum planning Committee
- Commission on Child Protection Boards:
  - Family Matters Advisory Board
  - Magistrate Support Court Advisory Board

It remains a challenge for the CCPA to consistently contribute to all these important collaborations due to the fact that she does not have any positions for additional support for her policy implementation and quality assurance responsibilities.

### ***Senate Bill 325<sup>8</sup>***

The Commission shepherded Senate Bill 325 through the Judiciary Committee, as well as through the Senate. It was slated to proceed on the House floor by consent but did not make it to a vote due to time constraints. This bill sought to strengthen the advocacy role of counsel for children in child protection proceedings by eliminating the dual attorney/GAL appointment currently required for children 7 years of age and older. It also included an amendment to C.G.S. §4-165 seeking to extend statutory immunity to attorneys contracting with the state to provide constitutionally and statutorily required representation in child protection matters comparable to that of special public defenders. The COCP intends to resubmit this legislation with some additional proposed amendments in order to clarify where the authority for appointing attorneys lies vis a vis COCP and the Judicial Branch and the right of children to independent, conflict free counsel.<sup>9</sup>

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<sup>8</sup> [Appendix VI, File No. 535, RB 325](#)

<sup>9</sup> [Appendix VII, 2009 Legislative Proposals: CCPA 09-1, CCPA 09-2, CCPA 09-3](#)

### ***Gaining DCF Cooperation***

The CCPA has also acted as a liaison between the contract attorneys and DCF regarding system wide failures on the part of DCF social workers and other staff to cooperate with the proper provision of legal representation to children in their care and honoring their rights. For example, the CCPA requests that attorneys share with her instances where DCF does not notify attorneys when children are moved or planning on being moved or when Attorneys are not timely invited to administrative proceedings. This information has been gathered and forwarded to DCF resulting in a Memorandum from the Commissioner to all staff reminding them of their statutory and policy obligations. Additionally, information is shared with the *Juan F. Consent Decree* Court Monitor, Ray Mancuso as a means to secure greater compliance.

While the DCF Commissioner and her administration is very cognizant and supportive of the right of children in DCF's care to legal representation at every case juncture and event that impacts the life of a child in care, until such time as attorney caseloads can be sufficiently reduced and attorneys have the time to bring these types of issues before administrative hearing officers or the court in each case where there is a violation of a child's right to be represented, it remains difficult to gain full cooperation from all DCF employees. One of the CCPA's goals is to promote greater collaboration between DCF, parents, children and their attorneys on formulating and implementing case goals consistent with DCF's own policies. To that end the CCPA continues to suggest that the Treatment Planning Process and Family Conferencing for cases that are court involved be conducted through the court process.

### **COCP BUDGET AND AUDIT OVERVIEW**

Although the COCP did not make any requests for an increased appropriation for attorney services, its request for additional personnel submitted to the Office of Policy and Management was denied.

### ***Legislative Budget Process***

The CCPA conducted a legislative advocacy campaign that included scheduling meetings with key legislators in the budgetary process; creating and updating Fact Sheets for legislators throughout the session; introducing legislation designed to improve the system of legal representation; coordinating the testimony of youth, foster parents and attorneys at pertinent public hearings; testifying at several Select Committee on Children, Judiciary and Appropriations Committee public hearings during the 2008 session.

### ***Fiscal Year 2009 Audit***

The COCP is in the process of finalizing all the relevant policies which has been challenging due to its small staff and the fluid nature of a newly created agency as it faces new issues and forms policies and procedures to respond. The COCP is anticipating its first audit in FY 09 by the Office of the State Auditors.

### **COCP's FISCAL YEAR EXPENDITURES**

The following schedules summarize the COCP's Fiscal Year 2008 expenditures:

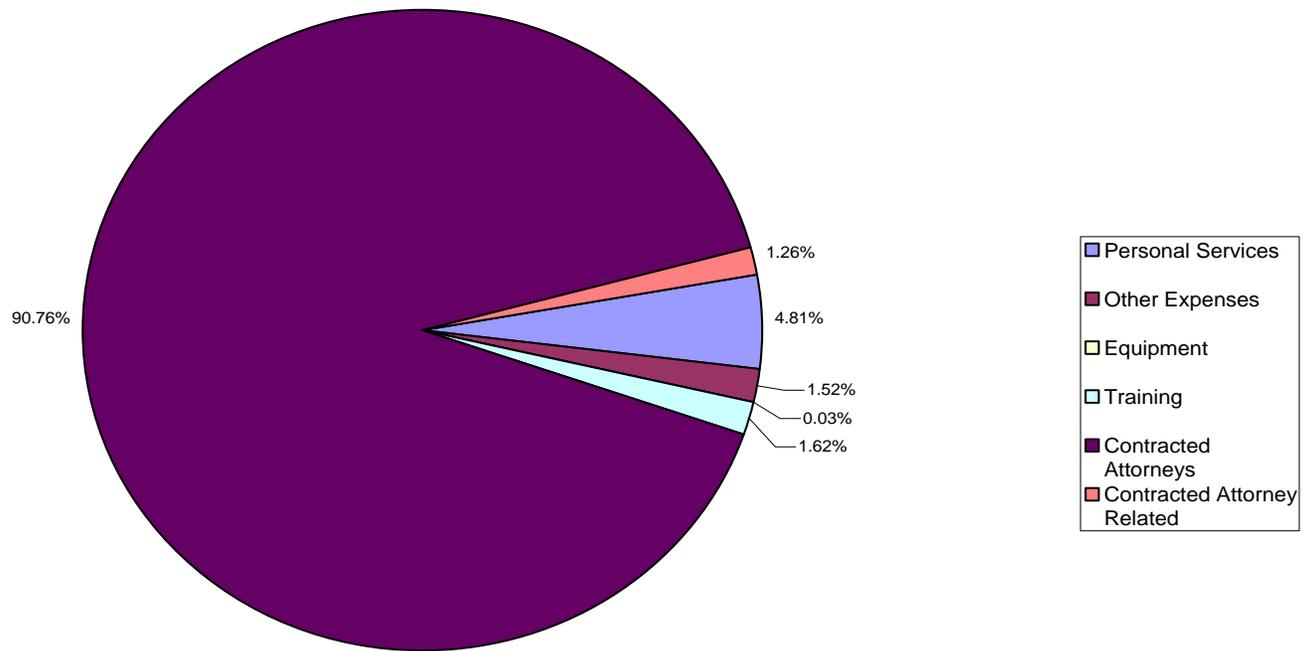
#### ***Attorney Services***

Expenditures for attorneys in Juvenile Matters neglect and abuse proceedings, attorneys and GAL's for Delinquency and FWSN cases, Attorneys for Minor Children "AMC's" and GAL's in Family Matters divorce and custody proceedings, and attorneys for indigent contemnors and putative fathers in Magistrate Support court, and other litigation costs totaled \$11,172,089. This is a 44% increase from last year's budget. The increase is due to the shift from flat rate to hourly billing. The Commission's budget was increased by 32% from the previous year due to the anticipation of the hourly billing.

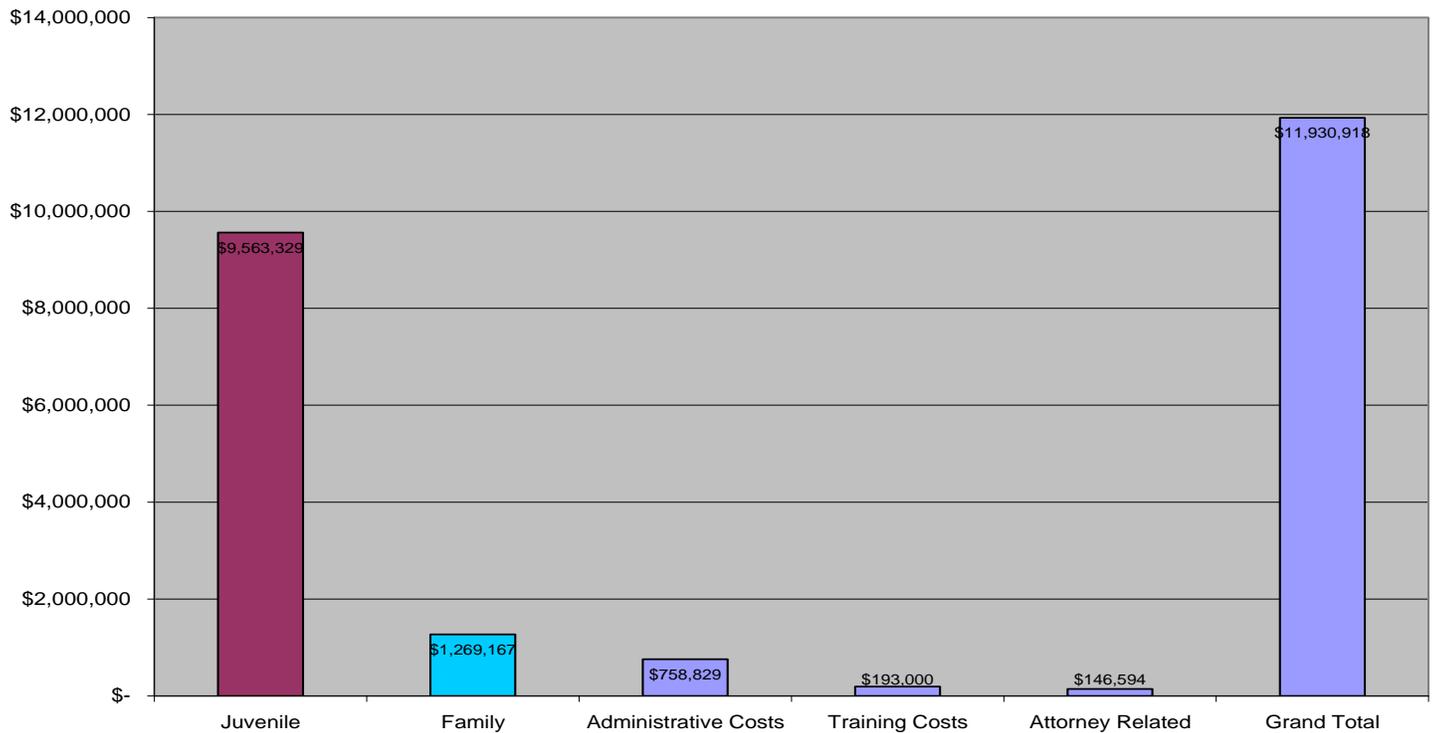
#### ***Administrative and Operating Costs***

Administrative and operating costs of the COCP totaled \$758,849 for FY 2008. This is a 25% increase over last fiscal year due to the hiring of two temporary staff members and re-classifications of two existing staff. However, the total percentage of the budget expended on administrative costs remains at 6%. These expenses included personnel costs, all office expenses, CCPA travel to Juvenile Courts and other required meetings and trainings, and COCP staff travel and training to temporary work site and trainings.

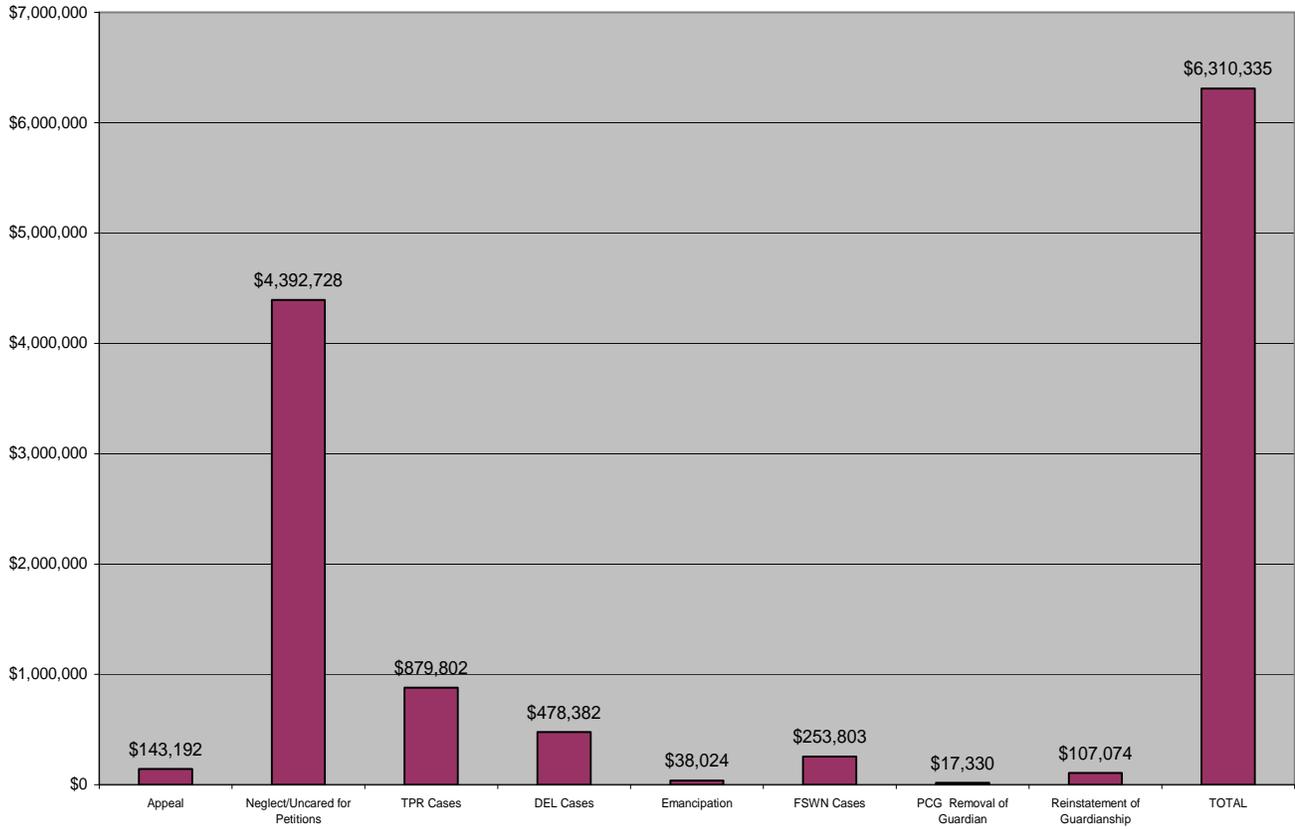
## FY 08 Commission on Child Protection Total Expenditure by Account



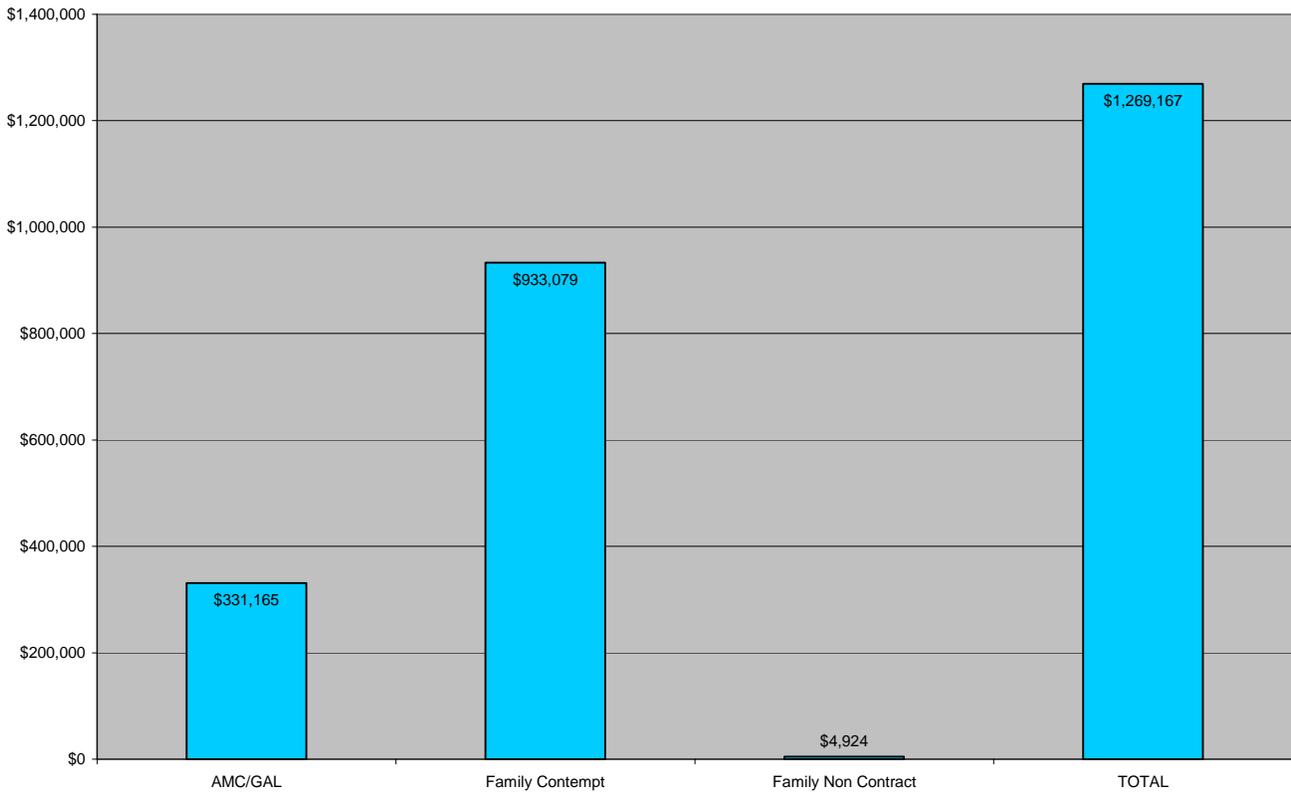
## FY 08 Commission on Child Protection Expenditure Breakdown



### FY 08 Juvenile Total Expenditure by Case Type



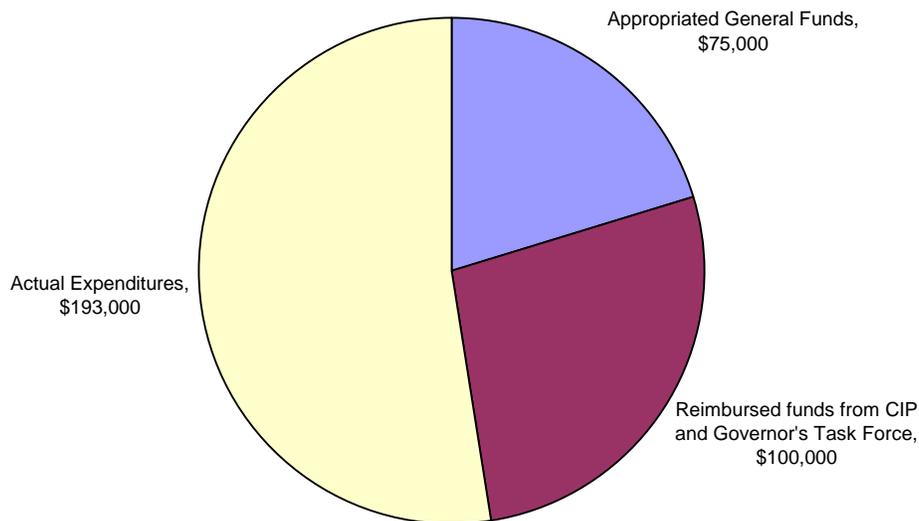
### FY 08 Family Expenditure by Case Type



## **Training**

The COCP spent \$193,000 on providing pre-service training to all new attorneys, in service training to all juvenile contract attorneys, scholarships to national child welfare conferences and a three day in state Child Advocacy Trial Skills training presented by the National Institute of Trial Advocacy. The majority of funding was secured through grants available through the GTFJAC and the CIP Training Grant for a total of \$100,000. The total amount paid from COCP's budget was \$93,000 of which \$75,000 was appropriated and the remaining \$18,000 was re-allocated from the attorney contract fund.

**FY 08 Commission on Child Protection Training Expenditures vs. Funds Received**



## **GOALS FOR UPCOMING FISCAL YEAR 2008/2009**

The COCP is pleased with the progress achieved during its first and second years of operation and plans to take whatever steps necessary under its current budget to maintain that progress and to ensure that Certified Child Welfare Law Specialists receive a reasonable rate of hourly compensation, that the multi-disciplinary model of legal representation is encouraged however possible within our appropriation and that our two model offices, if successful, continue to operate.

Our plan is to use the KidsVoice Integrated Data System once operational to track outcomes, compare data from the different models and make recommendations regarding the best and most efficient way for Connecticut to provide legal representation in child protection proceedings. We feel that once K.I.D.S.© is in place and all attorneys are utilizing the program, the practice will be enhanced through greater professionalism, efficiency and accountability for both the attorneys and the COCP.

In addition, as the work of our Mentor Cabinet gets underway, we believe this will also enhance the collaboration between COCP and the attorneys, as well as enhance the knowledge base and professionalism of the child protection bar. We hope to transition our training program to be more web-based, as well as providing an annual training conference to reduce travel and other expenses for the attorneys and for COCP.

The COCP is excited about several collaborations occurring among child welfare system participants, including DCF, DMHAS, the Judicial Branch and COCP, around serving families affected by substance abuse and domestic violence, securing educational stability for children in care, increasing youth participation in court, establishing a Differential Response Program for at risk families and providing cross-training opportunities. The COCP hopes to contribute however it can to the success of these collaborations intended to improve outcomes for children and families in Connecticut.

## **APPENDIX I**

### **EXPLANATION OF CHART** **SFY08 DISPROPORTIONALITY ACROSS THE CHILD WELFARE SYSTEM BY CT** **DCF AREA OFFICE**

#### **Reporting Methods and Definitions**

##### **Use and Interpretation:**

The following collection of tables/charts show the racial/ethnic make-up of children served at various stages of involvement with the child welfare system contrasted to the general child population covered by each location, Statewide or individual Area Offices. The degree of divergence for each racial/ethnic group between the general child population and the children at each stage of child welfare involvement represents the extent that children are disproportionately represented in the system at each stage, for the location represented. Each of the bars represents the set of all children observed within that stage, unique to each location during SFY08. It is very possible that in reality children may experience multiple instances of certain events (such as referral, substantiation and entry to care) during the time period, but they are represented in these data only once within each bar on the chart. It is also possible that a single child may experience the same event multiple times within different locations, and in that instance they are included in the populations of each relevant location.

This data should help managers appreciate the degree to which children of various racial/ethnic groups are overrepresented or underrepresented at various points of intervention with DCF. Additional analysis will be provided in the near future that will help illuminate how to examine differences between racial/ethnic groups in a valid way.

The following definitions and methods further explain how each of the bars was developed.

##### **Race/Ethnicity:**

There are three fields in LINK where race/ethnicity data is specifically collected. Social Workers may choose up to three different Race codes, two different Ethnicity codes, and check/not check the Hispanic/Latino checkbox to document this information in LINK. For the purpose of this analysis, data collected on the race and ethnicity of children were combined into a single, consolidated and exclusive variable. So for this report, whenever a SW chose more than one Race, "Multi-Racial" is indicated for reporting. Regardless of Race however, whenever a SW chose EITHER to check the Hispanic/Latino checkbox OR selected "Hispanic/Latino Origin" or "Other Spanish OR Hispanic" as an Ethnicity, the child was counted solely as "Hispanic, Any Race." It should be noted that this method is different from that used in the Population Projections in that their methodology, following the OMB standard, also maps several other ethnicities as Hispanic/Latino as well, including: Cuban, Dominican Republican, Mexican/Chicano/Mexican American, and Puerto Rican. Therefore, the level of disproportionality for those of Hispanic/Latino origin shown in these analyses would be even larger if we had used the OMB method.

##### **State Fiscal Year 2008 (SFY08)**

State Fiscal Year 2008 is defined as the period between 7/1/07 and 6/30/08.

##### **Projected Child Population for 2005**

These figures were provided to DCF under contract by Orlando Rodriguez, Manager, CT State Data Center, University of Connecticut.

##### **Children Referred As Alleged Victims (SFY08)**

This bar is comprised of all children identified as alleged victims in reports accepted during SFY08.

**Children Substantiated As Victims (SFY08)**

This bar is comprised of all children identified as substantiated victims in reports accepted during SFY08.

**Children In Cases Opened for Services (SFY08)**

This bar is comprised of all alleged victims with reports accepted for investigation during SFY08 on cases that were not already open for services, and for which their case had an assignment to an ongoing services worker that began on/after the report was accepted.

**Children Entering DCF Care (SFY08)**

This bar is comprised of all children that were removed from their parent/guardian's home into DCF care for the first time in their lives, or are re-entering care following a legal discharge from a prior episode, during SFY08. The population includes only CPS episodes, but excludes episodes where children are identified as "Committed Delinquent" or are receiving Voluntary Services. The population also does not include youth age 18 and over that re-enter DCF care voluntarily to receive Adolescent Services because by definition they are not children, but are adults.

**Children In DCF Care (SFY08)**

This bar is comprised of all children that spent at least one day in a DCF placement during SFY08. The population includes only children in placement for CPS reasons, but excludes placements during episodes where children are identified as "Committed Delinquent" or are receiving Voluntary Services. The population also does not include youth age 18 and over that re-enter DCF care voluntarily to receive Adolescent Services because by definition they are not children, but are adults.

**Children In Residential Care (SFY08)**

This bar is comprised of all children that spent at least one day in a DCF placement with a Placement Type of "Residential" during SFY08. The population includes only children in placement for CPS reasons, but excludes placements during episodes where children are identified as "Committed Delinquent" or are receiving Voluntary Services. The population also does not include youth age 18 and over that re-enter DCF care voluntarily to receive Adolescent Services because by definition they are not children, but are adults.

**Run Date:**

The Statewide figures were run on 12/17/08, and the Area Office figures on 12/22/08.

## APPENDIX II

**Sec. 46b-123c. Commission on Child Protection. Membership. Duties.** (a) There is established a Commission on Child Protection that shall consist of eleven members appointed as follows: (1) The Chief Justice of the Supreme Court shall appoint two judges of the Superior Court, or a judge of the Superior Court and a retired judge of the Superior Court; (2) the speaker of the House of Representatives, the president pro tempore of the Senate, the majority leader of the House of Representatives, the majority leader of the Senate, the minority leader of the House of Representatives and the minority leader of the Senate shall each appoint one member; and (3) the Governor shall appoint three members, one of whom shall serve as chairperson.

(b) Each member of the commission shall serve for a term of three years and until the appointment and qualification of his or her successor. No more than three of the members, other than the chairperson, may be members of the same political party. Of the four nonjudicial members, other than the chairperson, at least two shall not be members of the bar of any state.

(c) If any vacancy occurs on the commission, the appointing authority having the power to make the initial appointment under this section shall appoint a person for the unexpired term in accordance with the provisions of this section.

(d) The members of the commission shall serve without compensation but shall be reimbursed for actual expenses incurred while engaged in the duties of the commission. The members of the commission shall not be employed in any other position under this section or section 46b-123d.

(e) The commission may adopt such rules as it deems necessary for the conduct of its internal affairs.

(f) The commission shall be responsible for carrying out the purposes of this section and section 46b-123d and shall appoint a Chief Child Protection Attorney, who shall serve at the pleasure of the commission and whose compensation shall be fixed by the commission.

(g) The commission shall be within the Division of Public Defender Services for administrative purposes only.

(h) The commission may accept funds from the federal government, other state agencies and private organizations.

(i) The commission may establish such requirements for the submission of billing statements, receipts and other documentation by not-for-profit legal services agencies, individual attorneys and private law firms as the commission deems necessary in furnishing compensation to such agencies, attorneys and law firms for providing legal services and serving as guardians ad litem pursuant to subdivision (1) of subsection (a) of section 46b-123d.

**Sec. 46b-123d. Chief Child Protection Attorney. Duties. Contracts for legal services.** (a) The Chief Child Protection Attorney appointed under section 46b-123c shall:

(1) Establish a system to provide (A) legal services and guardians ad litem to children, youths and indigent respondents in family relations matters in which the state has been ordered to pay the cost of such legal services and guardians ad litem, provided legal services shall be provided to indigent respondents pursuant to this subparagraph only in paternity proceedings and contempt proceedings, and (B) legal services and guardians ad litem to children, youths and indigent legal parties in proceedings before the superior court for juvenile matters, other than legal services for children in delinquency matters. To carry out the requirements of this section, the Chief Child Protection Attorney may contract with (i) appropriate not-for-profit legal services agencies, and (ii) individual lawyers for the delivery of legal services to represent children and indigent legal parties in such proceedings;

(2) Establish a system to ensure that attorneys providing legal services pursuant to this section are assigned to cases in a manner that will avoid conflicts of interest, as defined by the Rules of Professional Conduct; and

(3) Establish training, practice and caseload standards for the representation of children, youths, indigent respondents and indigent legal parties pursuant to subdivision (1) of this subsection. Such standards shall apply to each attorney who represents children, youths, indigent respondents or indigent legal parties pursuant to this section and shall be designed to ensure a high quality of legal representation. The training standards for attorneys required by this subdivision shall be designed to ensure proficiency in the procedural and substantive law related to such matters and to establish a minimum level of proficiency in relevant subject areas, including, but not limited to, family violence, child development, behavioral health, educational disabilities and cultural competence.

(b) Any contract entered into pursuant to subdivision (1) of subsection (a) of this section may include terms encouraging or requiring the use of a multidisciplinary agency model of legal representation.

**Sec. 46b-123e. Eligibility for counsel in family relations or juvenile matters. Procedure for appointment or assignment.** (a) The judicial authority before whom a family relations matter described in subparagraph (A) of subdivision (1) of subsection (a) of section 46b-123d is pending shall determine eligibility for counsel for a child or youth and the parents or guardian of a child or youth if they are unable to afford counsel. Upon a finding that a party is unable to afford counsel, the judicial authority shall appoint an attorney to provide representation from a list of qualified attorneys provided by the Chief Child Protection Attorney.

(b) The judicial authority before whom a juvenile matter described in subparagraph (B) of subdivision (1) of subsection (a) of section 46b-123d is pending shall notify the Chief Child Protection Attorney who shall assign an attorney to represent the child or youth. The judicial authority shall determine eligibility for counsel for the parents or guardian of the child or youth if such parents or guardian is unable to afford counsel. Upon a finding that such parents or

guardian is unable to afford counsel, the judicial authority shall notify the Chief Child Protection Attorney of such finding, and the Chief Child Protection Attorney shall assign an attorney to provide representation.

(c) For the purposes of determining eligibility for appointment of counsel pursuant to subsection (a) or (b) of this section, the judicial authority shall cause the parents or guardian of a child or youth to complete a written statement under oath or affirmation setting forth the parents' or guardian's liabilities and assets, income and sources thereof, and such other information as the Commission on Child Protection shall designate and require on forms adopted by said commission.

(d) The payment of any attorney who was appointed prior to July 1, 2006, to represent a child or indigent parent in any case described in subdivision (1) of subsection (a) of section 46b-123d, who continues to represent such child or parent after July 1, 2006, shall be processed through the Commission on Child Protection and paid at the rate that was in effect at the time of such appointment.

## APPENDIX III

# SUMMARY REQUEST FOR PROPOSALS (RFP)

### THE STATE OF CONNECTICUT COMMISSION ON CHILD PROTECTION

## BACKGROUND

The State of Connecticut, Commission on Child Protection (COCP) is seeking proposals to establish one or more pilots of a Model Child Welfare Law Office in one or more of the Juvenile Courts located throughout the state.

The intent of this request is to identify private law practices and/or non-profit organizations with the necessary expertise and best strategy to become a Model Child Welfare Law Office. The successful proponent will be responsible for implementing a multi-disciplinary law practice committed solely to providing legal representation and guardian ad litem (GAL) services to children who are the subject of neglect, uncared for, termination, and Family with Service Needs and delinquency (as GAL's) proceedings in the Superior Court for Juvenile Matters and legal services to young adults who continue to receive services from the Department of Children and Families after attaining the age of 18 and who desire ongoing legal representation. The multi-disciplinary law practice is authorized in accordance with Sec. 46b-123d of the Connecticut General Statutes. The requested services will be awarded through a competitive procurement process and funded by State dollars.

### **Goals and Objectives:**

#### **Overview:**

The Commission on Child Protection has established Standards of Practice for providing legal representation to children in child protection matters and wishes to pilot a law office that is devoted solely to the representation of children who are the subject of neglect, uncared for, FWSN or TPR petitions in Juvenile Matters of the Superior Court, as well as GAL services to children subject to delinquency proceedings and youth continuing to receive services from DCF after their 18<sup>th</sup> birthday.

COCP envisions that this law office will establish a multi-disciplinary team approach to representation, ensuring that their child client's legal interests, rights and entitlements as they relate to their child protection case and their overall welfare are protected and advanced. The multi-disciplinary approach is intended to provide holistic representation of the child client consistent with his or her wishes and/or best interest in relation to, but not limited to, advancing the appropriate adjudication and disposition of the underlying petition; securing the appropriate residential and educational placement; formulating and executing a permanency plan; ensuring appropriate mental health, substance abuse and medical treatment is provided; enhancing visitation, where appropriate, with parents, guardians, siblings and other visiting resources; and

assisting with transition planning if the child client will still be in care upon turning 18 years of age, including helping to secure a life long permanent family resource.

**Specific:**

To ensure children receive legal representation consistent with Connecticut's Standards of Practice for Representing Children in Child Protection Cases;

To ensure the use of a multi-disciplinary service model, including attorneys, social workers, other social service professionals, through the implementation of a team approach whereby children are represented by an attorney and social service professional;

To ensure that children receive traditional client directed representation in court whenever possible. To achieve this, the representation team, through visits, phone calls, and/or encouraging participation at court proceedings, shall establish a trusting and age-appropriate relationship with the child client.

To enhance accountability through supervision, training, case and file management, and data collection;

To ensure continuity of representation through final case resolution;

To provide holistic representation and respond to specific case needs for advocacy in venues outside of juvenile court, such as, but not limited to, special education hearings and meetings and DCF administrative meetings and hearings;

To increase the amount of out-of-court time spent on cases; and

To assess a different model for providing representation to children in juvenile matters in Connecticut.

**Agency Assumptions Regarding Contractor Approach:**

**Program Implementation:**

The Contractor may utilize KidsVoice consultants, as deemed appropriate by the COCP, for purposes of technical assistance in establishing and implementing the plan for the model office and the multi-disciplinary team approach to representation.

The Contractor will employ necessary staff for anticipated yearly case load over the course of the first three months of the contract in order to provide necessary training in child protection law, the multi-disciplinary team approach and the use of the Case Management and Information System provided at no cost to the contractor by the Commission on Child Protection.

**Attorney Experience:**

The Contractor will use attorneys licensed to practice and in good standing in the State of Connecticut.

The Contractor will employ at least 25% of attorney staff with experience in child protection litigation in juvenile court, including trial experience.

The Contractor will endeavor to employ attorneys with experience in other areas of family or social service advocacy, such as, but not limited to custody proceedings; educational advocacy; medical and welfare benefits; developmental disability and mental health entitlements; family violence, housing and delinquency matters.

The Contractor will provide extensive training, mentoring and supervision for staff without substantial child protection experience.

The Contractor will provide attorney supervisory staff at a level appropriate to case load and organizational size.

The Contractor will ensure that attorney supervisory staff has extensive experience in child protection litigation in juvenile court.

***Social Service Staff Experience:***

The Contractor will use professionals with substantial experience in the social service fields and/or with a master degree in social work.

The Contractor will ensure that the following areas of expertise are covered by staff members and/or consultants: child protection, child development, behavioral health, developmental disabilities, medical needs, substance abuse treatment, special education and family violence.

The Contractor will ensure that social service supervisory staff has extensive experience in child protection in juvenile court.

***Supervision:***

The Contractor will create a supervisory structure that ensures equitable case distribution and when possible case assignments based upon the area of staff expertise and issues identifiable in pleadings;

The Contractor will review inexperienced attorney or social service staff performance at least once every six months and experienced attorney or social service staff performance at least once each year.

The Contractor will establish a system of direct observation in court and other proceedings and for soliciting feedback from other attorneys, placement resources, agency social workers and court personnel in order to assess attorney and social service staff performance.

***Client Representation:***

The Contractor will ensure that representation is consistent with the Standards of Practice and the Professional Rules of Ethics, specifically Rule 1.14, and is client directed whenever possible.

The Contractor will ensure that a team approach to case management and formulation of case goals is adhered to; provide holistic representation ensuring that all legal rights and entitlements of client are protected and issues effecting the client's well-being are addressed through all appropriate proceedings.

The Contractor will ensure that Appellate representation includes preservation and preparation of record, briefing and arguing the case.

The Contractor will have the capacity to assist in identifying and advocating for appropriate resources and community based services to meet the child client's needs and improve case outcomes.

***Support Staff:***

The Contractor will have administrative staff sufficient to support the work of the representation teams and the model office.

The Contractor will employ bilingual staff consistent with community needs; and, if necessary, depending upon number of attorneys and proposed caseloads, paralegal staff.

***Reporting/Evaluation:***

The Contractor will use the Case Management and Information System (CMIS) database being developed and implemented by the Commission on Child Protection for the purpose of tracking and monitoring cases, measuring specified outcomes and providing reports. See Appendix A: Hearing Outcomes for a preview of data to be tracked by the CMIS.

The Contractor will cooperate with an independent evaluation of the model office which will entail review of the data on activities and outcomes collected in the CMIS, as well as the use of survey instruments and interviews. The evaluation will seek to assess compliance with the Standards of Practice, effective implementation of the multi-disciplinary team approach, and the provision of client-directed representation. Some of the key measurements will include consistency across cases and within cases of client contact, attendance at relevant meetings and proceedings, increased participation of clients in case events, as well as a review of nature and extent of activities on cases such as Motions filed, cases taken to trial, and experts consulted.

**APPENDIX IV**

**AGREEMENT**

**LEGAL REPRESENTATION OF CHILDREN AND INDIGENT  
LEGAL PARTIES IN JUVENILE MATTERS PROCEEDINGS**

**HOURLY RATE CONTRACT**

NAME OF CONTRACTOR:

VENDOR FEIN/SSN: JURIS NUMBER:

SUPERIOR COURT, JUVENILE MATTERS AT: Case Limit #

**SECTION 1 - SCOPE OF SERVICES**

The undersigned (hereinafter, the “Contractor”) agrees to provide legal representation and Guardian ad Litem services for children, indigent parents and other legal parties as defined by statute in Child Protection cases, Delinquency cases for state rate assignments and GAL appointments, Family With Service Needs (FWSN) and Youth in Crisis (YIC) cases as ordered by the Superior Court for Juvenile Matters (SCJM) and assigned by the Chief Child Protection Contractor (CCPA). The period of the Agreement is July 1, 2007 through June 30, 2008.

**SECTION 2 – DUTIES OF CONTRACTOR:**

A. Legal representation shall include, but not be limited to, preparation, investigation, pretrial activities and court appearances through all stages of the proceedings, including final judgment at the trial court and/or appellate court level.

B. By applying for and accepting this contract the contractor is certifying pursuant to Rule 1.1 of the Rules of Professional Conduct that the Contractor has a working knowledge of the Connecticut General Statutes applicable to child protection matters, including but not limited to C.G.S. §§ 46b-120 et. seq. and C.G.S. §§ 17a-1 through 17a-185, the Connecticut Practice Book Rules of Professional Conduct and Superior Court-Procedure in Juvenile Matters Chapters 26 through 35a, the Standards of Practice for Contractors in Child Protection Matters promulgated by the Commission on Child Protection and that the Contractor is competent to try a juvenile matters case.

C. Any New Contractor (an attorney receiving a contract to provide representation in juvenile matters for the first time commencing July 1, 2007) certifies that he or she will attend the three day pre-service training provided by the CCPA and complete 2 of the 3 days of pre-service training prior to receiving any cases, at least 3 of the 4 In-Service trainings and 3 of the 5 Bi-Monthly trainings offered through the Center for Children's Advocacy between July 1, 2007 and June 30, 2008. Any Contractor who is herein renewing their prior contract with the CCPA certifies that he or she will attend a minimum of 2 of the 4 In-Service Trainings and 2 of the 5 Bi-monthly trainings offered through the Center for Children's Advocacy between July 1, 2007 and June 30, 2008.

All Contractors who agree to provide representation in FWSN and Delinquency Matters will be required to attend a mandatory FWSN and Delinquency Training to be offered in the Fall of 2007.

D. Any New Contractor certifies that he or she will participate in the Mentor Program offered by the CCPA and fulfill its requirements of observing the assigned mentor for one month prior to receiving any cases and accepting supervision from the assigned mentor for at least two cases and perhaps more if recommended by the assigned mentor.

E. The Contractor shall maintain records of all work performed in relation to this Agreement and make all such records available to the CCPA for inspection, audit, and evaluation in such form and manner as the CCPA may require, subject to Contractor/client privilege.

F. The duties required to complete legal representation in each case assigned during this contract period shall survive the expiration of the Agreement.

G. The Contractor must submit, via the web based billing system of the CCPA and according to the instructions found on the Commission on Child Protection's website, his or her request for payment to the CCPA no later than 30 days following the close of the prior quarter. (See Section 3. A - Compensation).

H. Contractors will be required to serve as a Standby Contractor for at least one OTC docket per month at a rate of \$150.00 per day.

I. The Contractor is responsible for all expenses related to representation, unless otherwise agreed to by the Commission on Child Protection, as set for in Section 3.B of this Agreement.

J. The Contractor agrees to accept appointments as stated in this Agreement. The Contractor may not refuse to accept appointments by the CCPA unless a conflict of interest precludes representation or the maximum caseload limit specified in the Agreement has been reached or the Contractor believes that accepting the case under his or her current workload constraints would be inconsistent with the Rules of Professional Conduct. Once the Contractor receives notification of a new case assignment, the Contractor must file an appearance with the court. Upon receiving the appearance filing, the court will provide the Contractor with the Petition and accompanying documentation.

K. If the Contractor is an individual Contractor, the Contractor must file a written appearance in each case related to each appointment pursuant to Conn. Prac. Bk. §§ 3-5 and 3-7.

L. If the Contractor is a law firm, the Contractor must file a written law firm appearance in each case related to each appointment. Any member or associate of the law firm, who is approved by the CCPA, must file an appearance in addition to the firm. In the event that a firm assigns a new lawyer to handle cases under the firm's contract, the firm will notify the CCPA and forward a completed Application for the new Contractor and Authorizations for Background and CPS Checks to the CCPA prior to allowing that Contractor to handle any children's cases. The firm is responsible for ensuring that the Contractors providing representation pursuant to its contract are qualified and properly supervised.

### SECTION 3 – DUTIES OF CCPA:

#### A. COMPENSATION:

CCPA shall compensate the Contractor as follows:

\$ 40.00/hr. for each case assignment. Sibling groups shall be considered 1 case assignment for purposes of billing. If the Contractor reaches 50 hours on the case within the first year that the petition is pending or 100 hours on the case at any point in time, he or she shall contact CCPA to receive authorization for further billing.

(When representing a sibling group time spent on all of the children at once need not be divided by the number of children in the sibling group who are being represented. If you perform work on just one member or part of the sibling group you may note that in your report of activities for time keeping and billing purposes. Use the Hourly Report Form found on the CCPA website under Forms/Billing Forms. When the CCPA implements its web-based Information/Case Management/Database System, all Contract Contractors will be expected to utilize this system for time keeping and bill submission.)

Contractors must follow the record keeping and reporting requirements contained in Section 5 and may be subject to audit procedures, including specific bill reviews and random audits.

Contractors will submit a request for payment via the web-based billing system on the Commission on Child Protection's website for cases assigned no later than one month after the end of each quarter.

#### **Billing on pre-July 1, 2007 cases:**

Any cases that a Contractor has on their caseload as of June 30, 2007 on which the attorney has performed 12.5 hours of work as of June 30, 2007 is eligible for \$40.00 per hour billing for work performed on that case after July 1, 2007. All other pre-July 1, 2007 contract cases will need to reach the 30 hour mark before being eligible for \$40.00 per hour billing. (This

provision is subject to change by decreasing the number of hours to 12.5 for all cases, depending upon a review of the CCPA's expenditures during the first and second quarters.) Attorneys wishing to bill hourly for those pre-July 1, 2007 cases must submit an Initial 12.5 Hour Report Form listing the activities performed, the amount of time the activity required and a Certification that the work was performed in the amount of time reported.

Compensable Activities:

- Any scheduled court hearing or conference;
- Time spent at the courthouse interviewing clients;
- Travel time to and from the courthouse, administrative hearings, client placement visits, DCF, service provider or education meetings;
- Client and witness interviews;
- Home visits;
- Preparation of case or court documents, including legal research;
- Investigation;
- File review for case or court purposes;
- Attendance at administrative case reviews, hearings, meetings and any other case-related conference not scheduled in court;
- Filing of petitions, motions, responses or objections as necessary to represent the client;
- Telephone or electronic (e- mail) consultation with lawyers for other parties, GAL's, non-lawyer GALs, social workers, probation officers, service providers, school personnel, and other individuals with information pertinent to the case.
- Two hours per month for bill submission preparation for all cases.

Time spent by a pre-approved paralegal, paid legal intern or properly supervised social worker for any of the listed compensable activities can be billed at the rate of \$15.00 per hour. The activity entry on the billing forms must indicate if the work was performed by a non-attorney.

Payment is not authorized for:

- Office or administrative overhead;
- Clerical assistance or for time clerical assistants spend on any matters concerning an appointment;
- Delivery Services;
- Mileage;
- Routine copying costs;
- Postage;
- Faxing;

**B. PAYMENT:**

The CCPA will render timely payment under the terms of the Agreement in accordance with C.G.S. §4a-71 depending on timely submission of accurately completed billing forms via the website's electronic submission procedure specified above.

The Commission will pay, with prior approval of the CCPA and in consultation with the Contractor: Expert Witness fees, investigation expenses, interpreter services, ordering of transcripts, out-of-state travel, costs of copying trial exhibits and documentation for record reviews by expert witnesses, appellate brief filing and other exceptional expenses. Approved expenses for expert witnesses may be billed directly by the expert to the CCPA. Fees to issue subpoenas for trial witnesses will not require pre-approval. Marshals, as well as experts, interpreters, and court monitors, should be instructed to submit their bills directly to the CCPA.

#### C. CASELOAD

The CCPA is not obligated to make appointments up to the maximum caseload limit under this Agreement. The maximum Agreement caseload limit may be increased upon application or decreased pursuant to the CCPA's promulgation of case load standards as required by C.G.S. § 46b-123d.

#### D. TRAINING:

The CCPA will conduct mandatory trainings offered free of charge for Contractors throughout the State and will offer additional training scholarships for trial skills and national child welfare law conferences. Contractors will attend mandated training according to the requirements set forth in Section 2C & D above.

### SECTION 4 – SCOPE OF REPRESENTATION:

#### A. REPRESENTATION OF CHILDREN –

##### (1) CHILD PROTECTION CASES:

The appointment is based upon the specific child or sibling group that the Contractor is appointed to represent and for whom the Contractor has filed an appearance. The appointment to represent the specific child or sibling group includes the initial petition (writ, summons and complaint) filed, and includes all subsequent motions or petitions resulting from adjudication or disposition of the petition while the file on the original petition remains open. If the Contractor representing the child or another party files a motion, application, petition for reinstatement or removal of guardian, a Termination of Parental Rights Petition or an Appeal, the Contractor must continue to represent the child through that process. The Contractor must notify the CCPA through the completion of the case activity portion of the Hourly Report Form whenever the following case benchmarks occur: visit or meeting with child client, case disposition, OTC Trial and disposition, Neglect Trial and disposition, Reunification, Termination of Parental Rights disposition, with or without an open adoption, Permanency Plan approved and achieved. A drop down list of benchmarks will be provided on the form.

If a child or youth who the Contractor represents attains the age of 18 and has agreed to voluntarily remain under the supervision and care of DCF, the Contractor may meet with that

client and enter into an agreement with the client to continue providing legal representation so long as the client continues to receive support and services from DCF. If such an agreement is filed with the CCPA, you will be compensated for your legal services to said client.

(2) FWSN CASES:

The appointment to represent the specific child includes all initial petitions and/or informations filed (regardless of the number of docket numbers) and include all subsequent petitions and/or informations filed while the files on the original petition and/or information remain open. The appointment also includes all subsequent motions and petitions resulting from adjudication or disposition that pertains to the specific child that the Contractor is appointed to represent.

(3) GAL FOR DELINQUENCY:

The appointment to represent the specific child includes all initial petitions and/or informations filed (regardless of the number of docket numbers) and include all subsequent petitions and/or informations filed while the files on the original petition and/or information remain open. The appointment also includes all subsequent motions and petitions resulting from adjudication or disposition that pertains to the specific child that the Contractor is appointed to represent. (If you are appointed by the court to provide legal representation to a child on a delinquency case because the child does not qualify for Public Defender Services, unless the court has authorized such representation pursuant to C.G.S. § 46b-136, that case should be considered a private case and you must make at least three attempts to collect from the legally responsible party. If you are unable to collect for your services then you may bill the CCPA. Such submission must include the billing information for the legally responsible party).

**B. REPRESENTATION OF INDIGENT PARENTS/LEGAL PARTIES - CHILD PROTECTION CASES**

An appointment to represent the specific indigent parent/legal party includes all initial petitions filed (regardless of the number of children involved) and all subsequent petitions filed on additional siblings while the files on the original siblings remain open. The appointment also includes all subsequent motions and petitions resulting from adjudication or disposition that pertain to the individual indigent parent/legal party that the Contractor is appointed to represent. The Contractor is not obligated to file any motions, applications, and/or petitions for reinstatement or removal of guardians. However, if the Contractor believes there is a substantial change in their former client's circumstances and a reasonable chance of success, the Contractor may request permission to file such a Motion on behalf of their former client, representing that there is a substantial change in circumstance and a reasonable chance of success. If the request is granted, the Contractor will be compensated for such filings. If a former client files such a motion pro se and the court accepts the filing and the court finds that they are indigent, then the Contractor may be appointed on the case and will be compensated.

TPR petitions are considered separate appointments for purposes of case load. Contractors will be expected to represent their existing clients when a TPR is filed. If the Contractor does not wish to continue representing a client in relation to a TPR petition or the client represents that they no longer wish to be represented by the Contractor, the Contractor must notify the CCPA. The appointment includes all subsequent petitions filed on additional siblings while the files on the original sibling remain open.

#### C. GUARDIAN AD LITEM

Pursuant to C.G. S. §46b-129a(2) and §46b-123d, as they may be amended from time to time, appointments in the capacity of a GAL for the child or an incompetent parent shall be considered a single appointment.

#### D. APPEALS

Filing an appeal on behalf of a party will be considered a new appointment for purposes of annual caseload limits. If another party files the appeal, the Contractor must continue to represent their client through the appellate process unless a Motion to Withdraw Appearance has been granted or the court or CCPA has otherwise excused the Contractor.

### SECTION 5 - RECORDKEEPING AND REPORTING

The Contractor must maintain detailed records of services performed including the case names and docket numbers related to each appointment opened and closed, the dates and times services were provided in each case related to each appointment, the type of service provided, the person providing the service, and the amount of time worked providing such services both by distinct activity and collectively for each appointment. Case specific records should be based on the individual Contractor's time records maintained contemporaneously with the activities recorded.

In addition, the Contractor must maintain documentation of billings and receipts for payment of any necessary expenses related to representation. All financial records, including time and activity records, shall be maintained separately from client files.

Failure to maintain proper billing records will be considered a breach of this Agreement. Such breach will bar the Contractor from recovering payment for services that are not properly documented and the CCPA may also elect to pursue any of the remedies set forth in Section 8 - Standard Terms and Conditions, Paragraph T - Contractor Default. If payment for services not properly documented has already been made, the CCPA has the right to demand return of payment and may also elect to pursue any of the remedies set forth in Section 6 - Standard Terms and Conditions, Paragraph Q - Contractor Default.

## SECTION 6 - STANDARD TERMS AND CONDITIONS

- A. **Evaluations** - The CCPA reserves the right to inspect, monitor, or otherwise evaluate the work being performed under this Agreement. The Contractor agrees to cooperate with the CCPA in the monitoring and evaluation of services, which shall include, but not be limited to, providing reasonable access to and use of the Contractor's facility for such purposes.
- B. **Delay** - If services are not provided consistent with the Rules of Professional Conduct or the Standards of Practice to be adopted by the Commission on Child Protection or within a reasonable time, the CCPA may exercise its options as outlined in Paragraph S herein.
- C. **Contingencies** - Neither party hereto shall be liable to the other for default or delay in delivering or accepting services hereunder if such default or delay is caused by fire, strike, riot, war, Acts of God, delay of carriers, governmental order or regulation or other contingency beyond the reasonable control of the respective parties. The Contractor shall give notice to the CCPA of any such unavoidable delays or defaults.
- D. **Non-Waiver** - Failure of the CCPA to insist upon strict performance of any terms and conditions herein shall not be deemed a waiver of any rights or remedies the CCPA may have, nor deemed a waiver of any rights or remedies the CCPA may have for any subsequent default.
- E. **Equal Opportunity** - The Commission on Child Protection of the State of Connecticut is an Equal Opportunity employer and purchaser. No employee or applicant for employment or vendor will be discriminated against because of race, color, religious creed, marital status, national origin, ancestry, sex, sexual orientation, age, present or past history of mental disorder, mental retardation or physical disability including but not limited to blindness, or veteran's status.
- F. **Civil Rights Agreement** - (1) The Contractor agrees and warrants that in the performance of the Agreement such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities (CHRO); (3) the Contractor agrees to

provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other agreement or understanding and each vendor with which such Contractor has an agreement or understanding, a notice to be provided by the CHRO, advising the labor union or workers' representative of the Contractor's commitments under section 4a-60, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of Section 4a-60, 4a-60a, 46a-68e and 46a-68f and with each regulation or relevant order issued by said CHRO pursuant to Connecticut General Statutes §§46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the CHRO and the Judicial Branch with such information, requested by them, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of C.G.S. §§46a-56 and 4a-60. If the agreement is a public works agreement, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

- G. **Non-discrimination Regarding Sexual Orientation** - (a) (1) The Contractor agrees and warrants that in the performance of the Agreement such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other agreement or understanding, and each vendor with which such Contractor has an agreement or understanding a notice to be provided by the CHRO advising the labor union or workers' representative of the Contractor's commitments under section 4a-60a and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of section 4a-60a and with each regulation or relevant order issued by said commission pursuant to C.G.S. §46a-56; (4) the Contractor agrees to provide the CHRO with such information requested by the CHRO, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the Contractor which relate to the provisions of C.G.S. §§46a-56 and 4a-60; (b) the Contractor shall include the provisions of subsection (a) of C.G.S. §4a-60a in every subcontract or purchase order entered into in order to fulfill any obligation of an agreement with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the CHRO.

The Contractor shall take such action with respect to any such subcontract or purchase order as the CHRO may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. §46a-56 provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

H. **Americans With Disabilities Act of 1990** - This clause applies to those Contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (43 USCS Section 12101-12189 and Sections 12201-12213) (Supp. 1993); 47 USCS Sections 225.611 (Supp. 1993). During the term of the Agreement, the Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it will hold the state harmless from any liability which may be imposed upon the State as a result of any failure of the Contractor to be in compliance with this Act.

Where applicable, the Contractor agrees to abide by the provisions of section 504 of the federal Rehabilitation Act of 1973, as amended, 29 USC Section 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

I. **Subcontractors** - The CCPA reserves the right to approve any and all subcontractor agreements. The Contractor shall not subcontract any of the services required under this Agreement without prior written approval from the CCPA. Subcontractors shall be bound by all the terms and conditions of this Agreement. Subcontractors shall not relieve the prime Contractor of its responsibility under this Agreement.

J. **Indemnification** - The Contractor hereby agrees to indemnify and hold the State of Connecticut Commission on Child Protection, its agents, employees, public officials and representatives harmless from any and all claims, causes of action, demands for damages, or liabilities of any kind, including the reasonable costs to defend such actions regardless of whether such action is successful or not, brought by any person or entity whatsoever, arising from any act, error, or omission of the Contractor and or its employees during or resulting from Contractor's activities (including those of subcontractors) under this Agreement.

K. **Litigation** - The Contractor agrees to notify the CCPA if the Contractor is, or has a reasonable cause to expect to be, subject to litigation which might adversely affect the Contractor's ability to perform the agreed services or affect the Contractor's financial capacity.

L. **Prohibition Against Assignment** - The Contractor shall not transfer, pledge or otherwise assign this Agreement or any rights or responsibilities hereunder to any third party.

M. **Choice of Law** - This Agreement is governed by the laws of the State of Connecticut. It is agreed that any questions of interpretation of this Agreement or actions brought pursuant to this Agreement shall be according to Connecticut law.

N. **Applicable Law** - The Contractor shall comply with Federal, State and local laws, standards and regulations applicable to the Contractor's facility and the services being provided under this Agreement. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.

- O. **Approval Notification and Purchase Order** - The CCPA assumes no liability for payment under the terms of this Agreement until the Contractor is notified that this Agreement has been approved by the CCPA and a fully executed Agreement has been issued.
- P. **Termination of This Agreement** - The Contractor shall be subject to immediate removal from his or her cases and termination of this agreement for failure to adhere to the terms of this Agreement, Standing Orders of Juvenile Matters and/or the Standards of Practice promulgated by the CCPA or for other good cause shown.

In the event the legal rights of the Contractor's clients are endangered, the CCPA may cancel the Agreement and take any immediate action, without notice, it deems appropriate to protect the legal rights of the clients.

Either party may terminate the Agreement to provide legal representation for any reason by providing thirty (30) days prior written notice to the other party.

Upon termination of the Agreement by either party, the Contractor shall assist in the orderly and timely transfer of appointments as directed by the CCPA, provided that the Contractor has been excused by the court and/or the CCPA from providing further legal representation in such cases related to those appointments.

If the Contractor seeks permission to withdraw from Agreement appointments, the Contractor must file a Motion to Withdraw Appearance in each related case in accordance with Connecticut Practice Book Rule §3-10(c), as it may be amended from time to time, and shall reimburse the CCPA for unexpended compensation.

Documentation of hours worked will be required to be filed along with any Motion to Withdraw Appearance. When a Contractor withdraws or is removed from a case for cause, reimbursement of a portion of the flat rate fee to the CCPA is required if the Contractor spends less than ten (10) hours on a case related to a specific appointment.

All provisions of this Agreement survive any termination or non-renewal, including but not limited to, Section 6 - Standard Terms and Conditions, Paragraph Q, Contractor Default and Paragraph T, Contractor Records and Access.

- Q. **Contractor Default** - If the Contractor becomes financially unstable, defaults or otherwise fails to comply with any of the terms, provisions or conditions of this Agreement or any of the Exhibits or Amendments which are part of this Agreement, the CCPA may elect to pursue any one or more of the following remedies in any combination or sequence:

- Seek damages,
- Withhold or reduce payment(s) until the default is resolved to the satisfaction of the CCPA,
- Require the Contractor to correct or cure the default to the satisfaction of the CCPA,

- Either temporarily or permanently discontinue the execution of all or part of the services,
- Require the unexpended or improperly expended funds be returned to the CCPA,
- Assign appropriate state personnel to execute the Agreement until such time as the Agreement defaults have been corrected to the satisfaction of the CCPA,
- Require that Agreement funding be used to enter a sub-contractual arrangement with a person, persons or agency designated by the CCPA in order to bring the program into Agreement compliance,
- Terminate this Agreement,
- Take such other action appropriate and in the best interests of the CCPA, along with any other remedies provided by law, including, but not limited to, procuring services from other sources and charging the Contractor any excess costs incurred or damages occasioned thereby.

R. **Recoup of Payments Following Termination or Default** - The CCPA reserves the right to recoup any deposits, prior payment, advance payment or down payment made if the Agreement is terminated by either party or default occurs. Allowable costs incurred to date of termination or default for operation or transition of representation under this Agreement shall not be subject to recoupment. The Contractor agrees to return to the CCPA any funds not earned in accordance with the terms and conditions of the Agreement and, if the Contractor fails to do so upon demand, the CCPA may recoup said funds from any future payments owing under this Agreement or any other Agreement between the CCPA and the Contractor.

S. **Controversies or Claims** - Any controversy or claim arising out of this Agreement shall be pursued in accordance with applicable State and Federal laws. This provision shall not be deemed to constitute a waiver of sovereign immunity. The Contractor shall notify the CCPA of any claim or controversy brought against it by any person or entity during the term of this Agreement.

T. **Contractor Records and Access** - To the maximum extent permitted by law, the Auditors of Public Accounts and CCPA auditors shall have access to all records and accounts for each Agreement year. The Contractor shall maintain books, records, documents, program and individual service records, and other evidence of its accounting and billing procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Agreement. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the CCPA, State or applicable Federal agencies.

The Contractor will retain all such books, records and other financial program and individual service documents concerning this Agreement for a period of three (3) years after the close of the contract term and three additional years if an audit is performed in accordance with the Single Audit Act of 1991 Chapt. 55b, C.G.S. §4-230 to §4-236 inclusive within those three years, except as noted above. If any litigation, claim or audit is started before the expiration date of this three (3) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved or the expiration of the three year period, whichever is later.

To the maximum extent permitted by law, the Contractor shall maintain client files and make them available for inspection by any agent of the CCPA.

- U. **Contractor Insurance Required** - The Contractor agrees that, while performing services specified in this Agreement, it shall carry sufficient liability and/or other insurance and to maintain that coverage in full force for the duration of the Agreement term including any and all amendments. The following minimum amounts shall apply:

Workers' Compensation	CT Statutory Coverage required
Property Damages	\$100,000.00
General Liability	\$500,000.00
Professional Liability	\$500,000.00

The Contractor is considered an independent contractor and shall be responsible for providing sufficient malpractice insurance. Prior to execution of an Agreement, the Contractor shall provide a valid certificate of insurance verifying malpractice insurance coverage of \$500,000.00. Failure to provide such a certificate will result in the Agreement not being issued. During the term of the Agreement, notice of termination of malpractice insurance coverage and failure to provide a new insurance certificate will be considered a breach of the Agreement.

- V. **Safeguarding Client Information** - The Contractor agrees to safeguard the use and disclosure of information concerning all applicants for and all clients who receive service under this Agreement in accordance with all applicable Federal and State laws and court rule concerning confidentiality. Notwithstanding any other provision to the contrary, the Contractor is solely responsible for any disclosure of information in violation of Federal, or State law by it, its employees and agents.
- W. **Service Performance Standards** - The Contractor agrees that all services shall be performed with skill and professional competence in accordance with the Rules of Professional Conduct, any applicable Standing Court Orders, and the Standards of Practice established by the Commission on Child Protection pursuant to C.G.S. §46b-123d(3).

- X. **Contractor Responsibilities if Non-Renewal or Termination Occurs** - In the event this Agreement is not renewed or it is terminated, the Contractor will at the request of the CCPA assist in the orderly transfer of all responsibilities, including clients currently being served, to the new Contractor.
  
- Y. **Notice of Adverse Findings of Discrimination** – Contractors that receive United States Department of Justice funds shall submit directly to the U.S. Department of Justice and the CCPA notice of any adverse findings of discrimination issued within the past three years after the opportunity for a due process hearing by any State or Federal administrative agency or court. Submission under this provision should be forwarded to: U.S. Department of Justice Programs, Office of Justice Programs, Office for Civil Rights, 810 Seventh Street, N.W., Suite 8135, Washington, DC 20531 and the Materials Management Unit, the Judicial Branch of the State of Connecticut, 90 Washington Street, Hartford, CT 06106.
  
- Z. **Tax Exempt** - The CCPA is exempt from Connecticut Sales Tax under C.G.S. §12-412, Federal Excise Taxes, and the provisions of the Federal Robinson-Patman Act.
  
- AA. **Entire Agreement** - The terms and conditions of this Agreement constitute the entire agreement between the parties hereto and supersede all previous agreements, promises or representations whether written or oral. This Agreement may not be changed, altered or modified except by an instrument in writing signed by a duly authorized representative of both parties.
  
- BB. **Acceptance** - The Contractor agrees to and accepts the terms and conditions stated herein.

COMMISSION ON CHILD PROTECTION

Name of Contract Contractor or Firm

BY: \_\_\_\_\_  
 Carolyn Signorelli  
 Chief Child Protection Contractor

\_\_\_\_\_  
 Contractor

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

## APPENDIX V

Schedule of Training Provided or Funded by CCPA	Date
<b>2007</b>	
CCPA/Center for Children's Advocacy (CCA) Mentor Meeting	7/9/07
CCA Pre-Service Child Protection Training	7/25/07
CCA Pre-Service Child Protection Training	7/27/07
CCPA/CCA Mentor/Mentee Training	8/28/07
CCPA/ABA Children In Court	9/21/07
CCPA/CCA New FWSN Statute	9/21/07
CCA Pre-Service Child Protection Training	9/28/07
CCA Speaker's Seminar: Future of Child Protection/Legal Update	10/2/07
Lawyer's for Children America (LCA) Behavioral Disorders	11/8/07
CCPA/CCA Mentor/Mentee Training	12/3/07
CCPA Annual Meeting: GAL Representation-Delinquency Cases	12/17/07
<b>2008</b>	
LCA Child Advocacy Core Training	2/5/08
NACC Certification Orientation & Red Book Training	2/12/08
CCA Speaker's Seminar: Group Homes & Educational Stability	2/14/08
CCA Educational Issues & Advocacy for DCF Youth	2/29/08
CCPA/CCA Mentor/Mentee Training	3/26/08
LCA Child Advocacy Core Training	4/1/08
Women's Ctr. SE CT: Domestic Violence on Children	4/2/08
CCA Speaker's Seminar: Group Homes & Educational Stability	4/23/08
LCA Challenges Representing Teens in Child Protection Cases	4/28/08
Child & Youth Law Forum: Adolescent Brain Development Judicial, DCF, AGO & CCPA Collaboration	6/4/08
CCPA/CCA Child Protection Appellate Training	6/9/08
CCPA/NITA 3 Day Child Protection Trial Skills Workshop	6/26 – 6/28/08

## APPENDIX VI

General Assembly  
*February Session,*  
*2008*

*File No. 535*  
Substitute Senate Bill No. 325

*Senate, April 9, 2008*

The Committee on Judiciary reported through SEN. MCDONALD of the 27th Dist., Chairperson of the Committee on the part of the Senate, that the substitute bill ought to pass.

### ***AN ACT CONCERNING THE COMMISSION ON CHILD PROTECTION.***

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Section 1. Section 46b-123d of the 2008 supplement to the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2008*):

(a) The Chief Child Protection Attorney appointed under section 46b-123c [of the 2008 supplement to the general statutes](#) shall:

(1) Establish a system to provide (A) legal services and guardians ad litem to children, youths and indigent respondents in family relations matters in which the state has been ordered to pay the cost of such legal services and guardians ad litem, provided legal services shall be provided to indigent respondents pursuant to this subparagraph only in paternity proceedings and contempt proceedings, and (B) legal services and guardians ad litem to children, youths and indigent legal parties in proceedings before the superior court for juvenile matters, other than legal services for children in delinquency matters. To carry out the requirements of this section, the Chief Child Protection Attorney may contract with (i) appropriate not-for-profit legal services agencies, and (ii) [law firms and](#) individual lawyers for the delivery of legal services to represent children and indigent legal parties in such proceedings;

(2) Establish a system to ensure that attorneys providing legal services pursuant to this section are assigned to cases in a manner that will avoid conflicts of interest, as defined by the Rules of Professional Conduct; and

(3) Establish training, practice and caseload standards for the representation of children, youths, indigent respondents and indigent legal parties pursuant to subdivision (1) of this subsection. Such standards shall apply to each attorney who represents children,

youths, indigent respondents or indigent legal parties pursuant to this section and shall be designed to ensure a high quality of legal representation. The training standards for attorneys required by this subdivision shall be designed to ensure proficiency in the procedural and substantive law related to such matters and to establish a minimum level of proficiency in relevant subject areas, including, but not limited to, family violence, child development, behavioral health, educational disabilities and cultural competence.

(b) Any contract entered into pursuant to subdivision (1) of subsection (a) of this section may include terms encouraging or requiring the use of a multidisciplinary agency model of legal representation.

Sec. 2. Section 46b-129a of the general statutes is repealed and the following is substituted in lieu thereof (*Effective October 1, 2008*):

In proceedings in the Superior Court under section 46b-129 [of the 2008 supplement to the general statutes](#): (1) The court may order the child, the parents, the guardian, or other persons accused by a competent witness with abusing the child, to be examined by one or more competent physicians, psychiatrists or psychologists appointed by the court; (2) a child shall be represented by counsel knowledgeable about representing such children who shall be appointed **[by the court]** to represent the child [by the Chief Child Protection Attorney, or by the court if there is an immediate need for the appointment of counsel during a court proceeding. Counsel for a child under the age of seven shall act as attorney](#) and **[to act as]** guardian ad litem for the child. [Counsel for a child age seven years or older shall act solely as attorney for the child.](#) The primary role of any counsel for the child, including the counsel who also serves as guardian ad litem, shall be to advocate for the child in accordance with the Rules of Professional Conduct. **[When a conflict arises between the child's wishes or position and that which counsel for the child believes is in the best interest of the child, the court shall appoint another person as guardian ad litem for the child.]** [If the court or counsel for the child determines that the child cannot adequately act in his or her own interest and the court determines that it requires a different person to assess and advocate for the child's best interests in order to reach an appropriate decision based on all relevant facts, the court shall notify the Chief Child Protection Attorney who shall appoint a separate guardian ad litem for the child.](#) The guardian ad litem shall speak on behalf of the best **[interest]** [interests](#) of the child and is not required to be an attorney-at-law but shall be knowledgeable about the needs and protection of children. In the event that a separate guardian ad litem is appointed, the person previously serving as [counsel or as](#) both counsel and guardian ad litem for the child shall continue to serve as counsel for the child and a different person shall be appointed as guardian ad litem, unless the court for good cause also appoints a different person as counsel for the child. No person who has served as both counsel and guardian ad litem for a child shall thereafter serve solely as the child's guardian ad litem. The counsel and guardian ad litem's fees, if any, shall

be paid by the parents or guardian, or the estate of the child, or, if such persons are unable to pay, by the [court] [Chief Child Protection Attorney](#); (3) the privilege against the disclosure of communications between husband and wife shall be inapplicable and either may testify as to any relevant matter; and (4) evidence that the child has been abused or has sustained a nonaccidental injury shall constitute prima facie evidence that shall be sufficient to support an adjudication that such child is uncared for or neglected.

Sec. 3. Section 4-165 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective October 1, 2008*):

(a) No state officer or employee shall be personally liable for damage or injury, not wanton, reckless or malicious, caused in the discharge of his or her duties or within the scope of his or her employment. Any person having a complaint for such damage or injury shall present it as a claim against the state under the provisions of this chapter.

(b) For the purposes of this section, (1) "scope of employment" includes but is not limited to, (A) representation by an attorney appointed by the Public Defender Services Commission as a public defender, assistant public defender or deputy assistant public defender or an attorney appointed by the court as a special assistant public defender of an indigent accused or of a child on a petition of delinquency, (B) representation by such other attorneys, referred to in section 4-141, of state officers and employees in actions brought against such officers and employees in their official and individual capacities, (C) the discharge of duties as a trustee of the state employees retirement system, (D) the discharge of duties of a commissioner of the Superior Court hearing small claims matters or acting as a fact-finder, arbitrator or magistrate or acting in any other quasi-judicial position, (E) the discharge of duties of a person appointed to a committee established by law for the purpose of rendering services to the Judicial Department, including, but not limited to, the Legal Specialization Screening Committee, the State-Wide Grievance Committee, the Client Security Fund Committee, the advisory committee appointed pursuant to section 51-81d and the State Bar Examining Committee, [and] (F) military duty performed by the armed forces of the state while under state active duty, and (G) representation by an attorney appointed by the Commission on Child Protection, or by the court, as an attorney for an indigent respondent subject to a neglect petition, or as an attorney or guardian ad litem for a child subject to a petition related to neglect, delinquency or being a child from a family with service needs; provided the actions described in subparagraphs (A) to [(F)] (G), inclusive, of this subdivision arise out of the discharge of the duties or within the scope of employment of such officers or employees, and (2) "state employee" includes a member or employee of the soil and water district boards established pursuant to section 22a-315.

This act shall take effect as follows and shall amend the following sections:		
Section 1	<i>July 1, 2008</i>	46b-123d
Sec. 2	<i>October 1, 2008</i>	46b-129a
Sec. 3	<i>October 1, 2008</i>	4-165

**JUD**      *Joint Favorable Subst.*

The following fiscal impact statement and bill analysis are prepared for the benefit of members of the General Assembly, solely for the purpose of information, summarization, and explanation, and do not represent the intent of the General Assembly or either chamber thereof for any purpose:

***OFA Fiscal Note***

***State Impact:*** None

***Municipal Impact:*** None

***Explanation***

The bill makes several unrelated changes to the laws governing the provision of legal and guardian ad litem services to indigent children and parents in abuse, neglect, and certain other family matters. These changes have no fiscal impact.

***The Out Years***

***State Impact:*** None

***Municipal Impact:*** None

**OLR Bill Analysis**

**sSB 325**

***AN ACT CONCERNING THE COMMISSION ON CHILD PROTECTION.***

**SUMMARY:**

This bill makes several unrelated changes to the laws governing the Commission on Child Protection, the chief child protection attorney (CCPA), and people who provide legal and guardian ad litem (GAL) services to children and parents in abuse and neglect and certain other family matters pursuant to contracts with the CCPA. It:

1. limits the circumstances under which an attorney appointed to represent a child's legal interests must simultaneously act as the child's GAL (a person who advocates for a child's best interests),

2. extends the civil immunity statute to attorneys and GALs providing services under contracts with the CCPA,
3. limits the circumstances under which a judge, rather than the CCPA, can appoint an attorney for a child involved in an abuse or neglect proceeding, and
4. allows the CCPA to contract with law firms (currently, she can only contract with nonprofit legal service agencies and individual attorneys).

EFFECTIVE DATE: July 1, 2008

## **§ 2 — LIMITS ON GUARDIAN AD LITEM APPOINTMENTS**

Currently, attorneys appointed to represent a child's legal interests in an abuse or neglect proceeding must simultaneously serve as the child's GAL unless the court determines that the two interests conflict, in which case a separate GAL appointment is made. Under the bill, attorneys appointed to represent children age seven or older cannot serve as the child's GAL at the same time. The court may appoint a separate GAL for children in this age range if the judge or child's attorney determines that the child cannot adequately act in his or her own interests and the court finds that an appointment is required in order to reach an appropriate decision based on all relevant facts.

In this situation, the court notifies the CCPA and she appoints the GAL.

## **§ 2 — TRANSFERRING FUNCTIONS FROM THE COURT TO THE CHIEF CHILD PROTECTION ATTORNEY**

The bill also limits the court's authority to appoint counsel for children in abuse and neglect cases to situations in which there is an immediate need for an appointment to be made during a court proceeding. In all other situations, the bill requires the CCPA to make the appointment. This is consistent with current practice and a memorandum of understanding between the CCPA and Judicial Branch.

It directs the CCPA, rather than the court, to pay a child's counsel and GAL fees when the child's parents are indigent. This is consistent with current practice.

## **§ 3 — QUALIFIED IMMUNITY**

The bill extends the civil immunity statute's protections to:

1. attorneys the CCPA or a court appoints to represent indigent respondents (usually parents) in child neglect proceedings and

2. attorneys and GALs the CCPA or a court appoints for a child in neglect, delinquency, or family with service needs (status offender) proceedings.

The immunity statute generally protects state officers and employees from personal liability for damages or injuries caused by the negligent performance of their job duties. People claiming these damages must file a complaint with the Claims Commission rather than seek a money judgment in civil court.

## **BACKGROUND**

### ***Commission on Child Protection***

The law directs the Commission on Child Protection to ensure that children and indigent parents who require legal services and GALS in child protection, child custody, and child support cases receive high quality, competent, and zealous representation from attorneys and guardians ad litem who are knowledgeable and trained in the substantive and procedural law applicable to these cases.

### ***Chief Child Protection Attorney***

The CCPA, who serves at the commission's pleasure, is responsible for establishing the system of legal representation and ensuring the quality of that representation. She manages and oversees:

1. attorney and GAL representation for all children in child protection proceedings;
2. attorney or GAL representation for children subject to Family with Service Needs (status offender) petitions;
3. GAL representation for children subject to delinquency petitions;
4. attorney representation for children in delinquency proceedings who do not qualify for public defender services, but whose parents have not provided legal representation;
5. attorney representation for all indigent parents in child protection proceedings;
6. attorney and GAL representation for children in divorce and custody proceedings whose parents are indigent;
7. GAL representation for children in Family Support Magistrate Division (FSMD – child support) proceedings;

8. attorney representation for indigent parents charged with contempt of court in family matters and FSMMD proceedings; and

9. attorneys for indigent putative fathers in FSMMD and Bureau of Child Support Enforcement paternity proceedings.

**COMMITTEE ACTION**

Judiciary Committee

Joint Favorable Substitute

Yea 43 Nay 0 (03/24/2008)

APPENDIX VII



# STATE OF CONNECTICUT



**COMMISSION ON CHILD PROTECTION**

**LEGISLATIVE PROPOSAL**

**2009 SESSION**

**CCPA 09-1 Proposed Amendment to RAISED BILL NO. 325: Section 3:**

**Clarify the Role of Attorneys and GAL's for children in Child Protection Cases; clarify procedure for appointment of counsel and reimbursement of costs of representation by attorneys contracted with CCPA when parents, guardians or estates of children are not indigent.**

<b>Agency</b>	<b>Agency Priority</b>
Commission on Child Protection	One
<b>Contact Person</b>	<b>Telephone</b>
Carolyn Signorelli	(860) 566-1341
<b>Email Address</b>	
<a href="mailto:Carolyn.Signorelli@jud.ct.gov">Carolyn.Signorelli@jud.ct.gov</a>	
<b>Title of Proposal</b>	<b>Statutory Reference</b>
Amendment to provide independent client directed representation to children over 7 years of age consistent with the Rules of Professional Conduct. Clarify role of Judicial and Commission in appointment and assignment of attorneys in juvenile matters.	C.G.S. § 46b-129a and 46b-136. Definitions
	<b>Proposal Type</b>
	<input type="checkbox"/> New <input checked="" type="checkbox"/> Resubmittal w/amendments
<b>ATTACH COPY OF FULLY DRAFTED BILL (Required for review)</b>	

**APPROVAL OF OTHER AFFECTED AGENCY (Attach additional approvals if necessary)**

<b>Agencies</b>	<b>Agency Contact (Name and Title)</b>
Judicial Branch	Deborah Fuller, Legislative Liaison
<b>Summary of Agency Comments:</b>	<b>Contact Date:</b>
The Judicial Branch agreed last year to the proposal concerning attorneys for children 7 and older. An agreement has not been finalized regarding appointment/assignment authority. However, given the time remaining until the start of the legislative session, the proposal is being submitted for the Legislature's consideration.	November 14, 2008

**Summary of Proposal (Include background information)**

The Chief Child Protection Attorney, the head of the agency responsible for providing legal representation to children and parents in child protection matters heard in juvenile court, seeks to remove the requirement that all children be appointed an attorney/GAL with dual or conflicting responsibilities and provide that children seven (7) years of age or older receive traditional client directed representation whenever possible unless the attorney for the child believes Professional Rule of Conduct 1.14 is implicated under the facts of the case. Children under the age of seven (7) would continue to receive the dual appointment of an attorney/GAL. This proposal also seeks to clarify the respective roles of the Judicial Branch and the Commission in assigning attorneys to cases in order to avoid confusion and conflict around this issue. This proposal seeks to amend 46b-136 to clarify that a discretionary appointment of counsel for a child in the interest of justice only applies in FWSN or delinquency cases, since entitlement to state paid counsel through the Commission on Child Protection is automatic in neglect and termination cases.

**Reason for Proposal (Include significant policy and programmatic impacts)**

The field of legal representation in child protection matters has been moving in the direction of improving the advocacy for children in neglect and abuse proceedings by providing trained attorneys committed to zealously advocating for children's interests in court. See, [ABA/NACC Revised Standards of Practice for Lawyers Who Represent Children in Abuse and Neglect Cases](http://www.naccchildlaw.org/documents/abastandardsnaccrevised.doc): <http://www.naccchildlaw.org/documents/abastandardsnaccrevised.doc> and Connecticut Standards of Practice for Attorneys and Guardian Ad Litem Representing Children in Child Protection Matters: [http://www.ct.gov/ccpa/lib/ccpa/Final\\_StandardsKids\\_12-27-06.doc](http://www.ct.gov/ccpa/lib/ccpa/Final_StandardsKids_12-27-06.doc).

Although Connecticut's current model of child representation mandated by C.G.S. § 46b-129a provides that the primary role of the dually appointed attorney/GAL is pursuant to the traditional client directed model of representation under the Rules of Professional Conduct, its concurrent provision whereby attorneys can subjectively substitute their judgment for that of the child and seek a separate GAL, severely limits a child's rights as a party to be legally represented and to be heard in court proceedings. This proposal seeks to eliminate that problem for children 7 years of age or older by simply appointing them an attorney and require that attorneys provide client directed

representation unless the more stringent requirements of Rule 1.14 are met. Rule 1.14 requires that the client be under an impairment that renders them incapable of reaching an informed decision in relation to the subject matter of the representation. It further requires that that impairment and lack of judgment in relation to the client's own interests is likely to have serious adverse consequences if the attorney does not take protective action. The dual appointment under our current statute sets up a presumption that children are incompetent due to minority status, which is not so under the Rules of Professional Conduct and which is inconsistent with their recognized rights to be a party to the proceedings and to be heard by the court. Moreover, the dual role of an attorney/GAL creates an inherent conflict for the attorney providing representation and attempting to establish an attorney-client relationship with the child client.

Connecticut, is moving in the direction of true advocacy on behalf of the wishes of children. This is evidenced by the legislature's creation of the Commission on Child Protection, the Commission's adoption of Standards of Practice modeled after the ABA/NACC Revised Standards, the Judicial Branch and the Commission on Child Protection have worked collaboratively to train Judges and Attorneys about the importance of hearing the child's position in child protection proceedings, and the Judicial Branch is currently piloting a project to promote more children's attendance in court. The federal government now requires that a child's position regarding the permanency plan be ascertained by the court. This proposed amendment will be an important step towards that goal.

The reason for the cutoff at age 7 is that at 7 children have typically reached a point in their language development where they can understand what is being told to them and can effectively communicate their wishes. They typically have had at least 2 to 3 years in a school setting where they've had an opportunity to interact with and be cared for by other adults and therefore have some basis for appreciating problems they might be experiencing under their parents' care and for being less dependent upon their parents than younger children. This is important to their ability to interact with an attorney; be counseled by their attorney; and to more objectively think about, decide and communicate what they wish to happen in their case. This proposal does not eliminate the ability of the counsel for the child, other parties or the court to seek the appointment of a separate GAL to assist the court with ascertaining the child's best interest, if it appears necessary in a particular case.

This proposal also seeks to clarify that all children subject to child protection proceedings are entitled to an independent attorney provided by the Commission on Child Protection and that where parents are found able to pay the Commission may seek reimbursement for costs of the representation. There is an exception carved out for children who are found capable to choose and provide their own attorney.

The amendment to 46b-136 specifically referencing FWSN and delinquency matters is proposed because by generally applying this provision to all juvenile matters cases, the current statute suggests that there is judicial discretion in relation to the entitlement to counsel for children who are subject to neglect and termination proceedings on the civil side of juvenile matters. This is not the case, as the entitlement is automatic in neglect matters pursuant to 46b-129a. The issue of who pays is something that is addressed later in the cases so as not to delay the provision of representation.

## Significant Fiscal Impacts

**Municipal:** None

**Federal:** None

**State:** None.

Section 46b-129a of the general statutes is repealed and the following is substituted in lieu thereof (Effective October 1, 2008):

In proceedings in the Superior Court under section 46b-129 of the 2008 supplement to the general statutes: (1) The court may order the child, the parents, the guardian, or other persons accused by a competent witness with abusing the child, to be examined by one or more competent physicians, psychiatrists or psychologists appointed by the court; (2) a child shall be represented by counsel knowledgeable about representing such children who shall be [appointed by the court] **assigned** to represent the child by the Chief Child Protection Attorney, or by the court if there is an immediate need for the assignment of counsel during a court proceeding. Counsel for a child under the age of seven shall act as attorney and [to act as] guardian ad litem for the child. Counsel for a child age seven years or older shall act solely as attorney for the child. The primary role of any counsel for the child, including the counsel who also serves as guardian ad litem, shall be to advocate for the child in accordance with the Rules of Professional Conduct. [When a conflict arises between the child's wishes or position and that which counsel for the child believes is in the best interest of the child, the court shall appoint another person as guardian ad litem for the child.] If the court or counsel for the child determines that the child cannot adequately act in his or her own interest and the child's wishes, if followed, could lead to substantial harm, the court may appoint a separate guardian ad litem and notify the Chief Child Protection Attorney who shall assign a guardian ad litem for the child. The guardian ad litem shall perform an independent investigation of the case and provide the court with all information pertinent to the court's determination [speak on behalf] of the best interest of the child and is not required to be an attorney-at law but shall be knowledgeable about the needs and protection of children. In the event that a separate guardian ad litem is appointed, the person previously serving as counsel or as both counsel and guardian ad litem for the child shall continue to serve as counsel for the child and a different person shall be appointed as guardian ad litem, unless the court for good cause requests that the Chief Child Protection Attorney assign [appoints] a different person as counsel for the child. No person who has served as both counsel and guardian ad litem for a child shall thereafter serve solely as the child's guardian ad litem. The counsel and guardian ad litem's fees, if any, shall be paid by the Chief Child Protection Attorney unless (a) the parents or guardian, or the estate of the child, [or, if such persons] are [unable] able to pay, in that instance, the Chief Child Protection Attorney may seek reimbursement for the costs of representation from the parents, guardian or estate of the child, or (b) the child is competent to choose, direct and arrange for payment of a qualified attorney of his or her choice and the court finds there is no conflict pursuant to Rule of Professional Conduct 1.8 [by the court]; (3) the privilege against the disclosure of communications between husband and wife shall be inapplicable and either may testify as to any relevant matter; and (4) evidence that the child has been abused or has sustained a non-accidental injury shall constitute prima facie evidence that shall be sufficient to support an adjudication that such child is uncared for or neglected.

(P.A. 96-246, S. 13; P.A. 01-148, S. 1.)

**Sec. 46b-136. (Formerly Sec. 51-317). Appointment of attorney to represent child or youth and parent or guardian.** In any proceeding on a juvenile matter the judge before whom such proceeding is pending shall, even in the absence of a request to do so, provide an attorney to represent the child or youth in a delinquency or Family with Service Needs proceeding, his parent or parents, guardian or other person having control of the child or youth, if such judge determines

that the interests of justice so require, and in any delinquency or Family with Service Needs proceeding in which the custody of a child is at issue, such judge shall provide an attorney to represent the child and may authorize such attorney or appoint another attorney to represent such child or youth, parent, guardian or other person on an appeal from a decision in such proceeding. Where, under the provisions of this section, the court so appoints counsel for any such party who is found able to pay, in whole or in part the cost thereof, it shall assess as costs against such parents, guardian, or custodian, including any agency vested with the legal custody of the child or youth, the expense so incurred and paid for by the [court] Commission on Child Protection in providing such counsel, to the extent of their financial ability to do so. The Commission on Child Protection shall establish the rate at which counsel provided pursuant to this section shall be compensated.



# STATE OF CONNECTICUT



## COMMISSION ON CHILD PROTECTION

### LEGISLATIVE PROPOSAL

2008 SESSION

**CCPA 09-2 Proposed Amendment to RAISED BILL NO. 325: Section 4:**

**Statutory Immunity for Child Protection Attorneys on par with Special Public Defenders**

<b>Agency</b> Commission on Child Protection	<b>Agency Priority</b> Two
<b>Contact Person</b> Carolyn Signorelli	<b>Telephone</b> (860) 566-1341
<b>Email Address</b> <a href="mailto:Carolyn.Signorelli@jud.ct.gov">Carolyn.Signorelli@jud.ct.gov</a>	
<b>Title of Proposal: Application of state employee qualified immunity of C.G.S. § 4-165 to child protection attorneys in Juvenile Court.</b>	<b>Statutory Reference</b> C.G.S. §§ 4-165 & 4-141 <b>Proposal Type</b> <input type="checkbox"/> New <input checked="" type="checkbox"/> Resubmittal
<b>ATTACH COPY OF FULLY DRAFTED BILL (Required for review)</b>	

<b>APPROVAL OF OTHER AFFECTED AGENCY (Attach additional approvals if necessary)</b>	
<b>Agency: Attorney General's Office</b>	<b>Agency Contact: Richard Kehoe, Special Counsel</b>
Summary of Agency Comments:	<b>Contact Date: November 14, 2008</b>

**Summary of Proposal (Include background information)** The Chief Child Protection Attorney, the head of the state agency responsible for the system of legal representation in child protection proceedings in juvenile matters, seeks to amend C.G.S. § 4-165 to include attorneys appointed by

the Chief Child Protection Attorney to represent indigent respondents and children in juvenile court. Pursuant to P.A. 76-371 Sec. 2, the legislature added public defenders, including special public defenders, to the definition of state employees for purposes of entitlement to qualified immunity under C.G.S. § 4-165. The juvenile contract attorneys have the same type of contractual relationship with the state to provide legal services to indigent litigants constitutionally and statutorily entitled to representation and should be afforded the same protection as special public defenders from malpractice litigation resulting from their work in juvenile court.

**Reason for Proposal (Include significant policy and programmatic impacts).**

Juvenile Contract attorneys providing representation in child protection matters are equivalent to special public defenders in that they are independent attorneys contracting with the state to provide representation to indigent clients who are constitutionally and in the case of children, by federal and state statute, entitled to representation. Although they are not direct employees of the state, both special public defenders and juvenile contract attorneys are under contract with the state to provide this required legal representation.

This representation is essential to the state's ability to perform certain functions. Specifically, the juvenile contract attorneys assist the judicial system in fulfilling the court's role as arbiter of matters between the State Department of Children and Families as the petitioner, the parents as the respondents brought before the court by the State, and the children who are the subject of the State's petitions. These attorneys, just as special public defenders serve to protect the constitutional rights of criminal defendants, serve to protect the constitutional right of the parents and children they represent to family integrity. The legislature's adoption of P.A. 76-371 Sec. 2 adding special public defenders to the definition of "state officers and employees" entitled to qualified, statutory immunity pursuant to § 4-165, should be extended to the attorneys who contract with the state to provide legal representation in child protection matters. In this way their representation will not be influenced by the fear of reprisals from disgruntled parents or next of friends acting on behalf of children in these matters. In addition, C.G.S. § 4-141 regarding the definition of state employment should be amended to include these attorneys in the definition of "state employee".

By providing statutory immunity to juvenile contract attorneys, this proposed legislation will also enhance the Commission on Child Protection's ability to attract competent attorneys to the field of child protection and enable those who wish to focus their career in this practice to do so at a reduced cost. By promoting the development of a cadre of attorneys that practice solely in this field, this legislation can help improve the consistency of the level of competent representation without a significant fiscal impact on the state.

## Significant Fiscal Impacts

**Municipal:** None

**Federal:** None

**State:** Costs: Insignificant because very few suits filed. Costs of litigation covered by AGO representation of state agencies.

Savings: It's a monetary incentive to practice through cost savings to the attorneys, that requires no outlay by the state.



**Sec. 4-165. Immunity of state officers and employees from personal liability.** (a) No state officer or employee shall be personally liable for damage or injury, not wanton, reckless or malicious, caused in the discharge of his or her duties or within the scope of his or her employment. Any person having a complaint for such damage or injury shall present it as a claim against the state under the provisions of this chapter.

(b) For the purposes of this section, (1) "scope of employment" includes but is not limited to, (A) representation by an attorney appointed by the Public Defender Services Commission as a public defender, assistant public defender or deputy assistant public defender or an attorney appointed by the court as a special assistant public defender of an indigent accused or of a child on a petition of delinquency, (B) representation by such other attorneys, referred to in section 4-141, of state officers and employees in actions brought against such officers and employees in their official and individual capacities, (C) the discharge of duties as a trustee of the state employees retirement system, (D) the discharge of duties of a commissioner of the Superior Court hearing small claims matters or acting as a fact-finder, arbitrator or magistrate or acting in any other quasi-judicial position, (E) the discharge of duties of a person appointed to a committee established by law for the purpose of rendering services to the Judicial Department, including, but not limited to, the Legal Specialization Screening Committee, the State-Wide Grievance Committee, the Client Security Fund Committee, the advisory committee appointed pursuant to section 51-81d and the State Bar Examining Committee, [and] (F) military duty performed by the armed forces of the state while under state active duty, and (G) representation by an attorney appointed by the Commission on Child Protection or by the court as an attorney of an indigent respondent subject to a neglect, uncared for or termination of parental rights petition or as an attorney or Guardian ad Litem of a child subject to a neglect, Family with Service Needs or delinquency petition; provided the actions described in subparagraphs (A) to (F), inclusive, of this subdivision arise out of the discharge of the duties or within the scope of employment of such officers or employees, and (2) "state employee" includes a member or employee of the soil and water district boards established pursuant to section 22a-315.

**Sec. 4-141. Definitions.** As used in this chapter: "Claim" means a petition for the payment or refund of money by the state or for permission to sue the state; "just claim" means a claim which in equity and justice the state should pay, provided the state has caused damage or injury or has received a benefit; "person" means any individual, firm, partnership, corporation, limited liability company, association or other group, including political subdivisions of the state; "state agency" includes every department, division, board, office, commission, arm, agency and institution of the state government, whatever its title or function; and "state officers and employees" includes every person elected or appointed to or employed in any office, position or post in the state government, whatever such person's title, classification or function and whether such person serves with or without remuneration or compensation, including judges of probate courts, employees of such courts and special limited conservators appointed by such courts pursuant to section 17a-543a. In addition to the foregoing, "state officers and employees" includes attorneys appointed as victim compensation commissioners, attorneys appointed by the Public Defender Services Commission as public defenders, assistant public defenders or deputy assistant public defenders, [and] attorneys appointed by the court as special assistant public defenders and contract attorneys appointed by the Commission on Child Protection or juvenile court in neglect, uncared for or termination of parental rights petitions, the Attorney General, the Deputy Attorney General and any associate attorney general or assistant attorney general, any other attorneys employed by any state agency, any commissioner of the Superior Court hearing small claims matters or acting as a fact-finder, arbitrator or magistrate or acting in any other quasi-judicial position, any person appointed to a committee established by law for the purpose of rendering services to the Judicial Department, including, but not limited to, the Legal Specialization Screening Committee, the State-Wide Grievance Committee, the Client Security Fund Committee, the advisory committee appointed pursuant to section 51-81d and the State Bar Examining Committee, any member of a multidisciplinary team established by the Commissioner of Children and Families pursuant to section 17a-106a, and any physicians or psychologists employed by any state agency. "State officers and employees" shall not include any medical or dental intern, resident or fellow of The University of Connecticut when (1) the intern, resident or fellow is assigned to a hospital affiliated with the university through an integrated residency program, and (2) such hospital provides protection against professional liability claims in an amount and manner equivalent to that provided by the hospital to its full-time physician employees.



# STATE OF CONNECTICUT

COMMISSION ON CHILD PROTECTION



LEGISLATIVE PROPOSAL

2008 SESSION

## CCPA 09-3 RAISED BILL NO. 325: Section 2:

**Clarify CCPA's ability to contract with law firms to provide representation under C.G.S. § 46b-123d and clarify cost of transcripts to CCPA; clarify role of social workers working for attorneys providing legal representation in child protection matters.**

<b>Agency</b> Commission on Child Protection	<b>Agency Priority</b> Three
<b>Contact Person</b> Carolyn Signorelli	<b>Telephone</b> (860) 566-1341
<b>Email Address</b> Carolyn.Signorelli@jud.ct.gov	
<b>Title of Proposal</b> Amendment to Enabling Legislation: to clarify in § 46b-123d(a)(1)(B)(ii) that the Chief Child Protection Attorney may contract with law firms as well as individual attorneys (technical amendment) and only needs to pay for one original transcript for appeals. Clarifies role of social workers working with attorneys providing representation pursuant to this statute.	<b>Statutory Reference</b> C.G.S. § 46b-123d <b>Proposal Type</b> <input type="checkbox"/> New <input checked="" type="checkbox"/> Resubmittal w/amendment re: transcripts
<b>ATTACH COPY OF FULLY DRAFTED BILL (Required for review)</b>	

<b>APPROVAL OF OTHER AFFECTED AGENCY (Attach additional approvals if necessary)</b>	
<b>Agencies: Judicial, Department of Children &amp; Families</b>	<b>Agency Contact: Deborah Fuller, Legislative Liaison Josh Howroyd, Legislative Program Manager</b>
<b>Summary of Agency Comments:</b> Meeting with Judge Keller, Chief Administrative Judge, Juvenile Matters on December 18, 2008 she indicated she was in agreement with this proposal. Email from Josh Howroyd of DCF indicating agreement with proposal.	<b>Contact Date: November 14, 2008</b>

**Summary of Proposal (Include background information).** A technical amendment to the Commission on Child Protection’s enabling statute is necessary to make it clear that the Commission may contract with private law firms as well as individual attorney and not-for-profit legal service organizations. While Sec. 46b-123c(i) includes law firms among the entities that may provide the legal services for which the Commission is responsible, reference to law firms was inadvertently left out in Sec. 46b-123d(a)(1)(B)(ii).

The Commission on Child Protection provides for the costs of appeals, including transcripts. Because the Commission is often responsible for the costs of several parties to the appeal, this amendment seeks to ensure that the Commission does not incur the cost of more than one original transcript per case.

This proposal contains a new amendment that would make it clear that social service professionals working for attorneys to assist in providing legal representation to child protection clients would not be considered mandated reporters, but rather subject to the doctrines of attorney-client privilege, confidentiality and work product.

### **Significant Fiscal Impacts**

**Municipal: None**

**Federal: None**

**State: Potential Saving on Transcripts**



*Substitute House Bill No. 7238*

*Public Act No. 07-159*

***AN ACT CONCERNING THE COMMISSION ON CHILD PROTECTION AND THE CHIEF CHILD PROTECTION ATTORNEY.***

Section 46b-123d, as amended by Public Act 159, Sec. 3 (*Effective July 1, 2007*):

(a) The Chief Child Protection Attorney appointed under section 46b-123c, as amended by this act, shall: [, on or before July 1, 2006: ]

(1) Establish a system [for the provision of: (A) Legal] to provide (A) legal services and guardians ad litem to children and youths and indigent respondents in family relations matters in which the state has been ordered to pay the cost of such legal services and guardians ad litem, provided legal services shall be provided to indigent respondents pursuant to this subparagraph only in paternity proceedings and contempt proceedings, and (B) legal services and guardians ad litem to children, youths and indigent legal parties in proceedings before the superior court for juvenile matters, other than legal services for children in delinquency matters. To carry out the requirements of this section, the Chief Child Protection Attorney may contract with (i) appropriate not-for-profit legal services agencies, and (ii) individual lawyers or law firms for the delivery of legal services to represent children and indigent legal parties in such proceedings;

(2) [Ensure] Establish a system to ensure that attorneys providing legal services pursuant to this section are assigned to cases in a manner that will avoid conflicts of interest, as defined by the Rules of Professional Conduct and that all children subject to petitions of neglect, uncared for or for termination of parental rights receive independent legal counsel; and

(3) [Provide initial and in-service training for guardians ad litem provided pursuant to this section and for attorneys providing legal services pursuant to this section, and establish] Establish training, practice and caseload standards for the representation of [:

(A) Indigent respondents in family matters, and (B) children and indigent legal parties in juvenile matters, other than representation of children in delinquency matters] children, youths, indigent respondents and indigent legal parties pursuant to subdivision (1) of this subsection. Such standards shall apply to [any] each attorney who represents children, [or] youths, indigent respondents or indigent legal parties [in such matters] pursuant to this section and shall be designed to ensure a high quality of legal representation. The training standards for attorneys required by this subdivision shall be designed to ensure proficiency in the procedural and substantive law related to such matters and to establish a minimum level of proficiency in relevant subject areas, including, but not limited to, family violence, child development, behavioral health, educational disabilities and cultural competence.

(b) Any contract entered into pursuant to subdivision (1) of subsection (a) of this section may include terms encouraging or requiring the use of a multidisciplinary agency model of legal representation and (5) social workers or other professionals listed in C.G.S. § 17a-101(b) employed by attorneys providing representation to parents and children subject to investigations and petitions brought by the Department of Children and Families shall be subject to the attorney-client privilege and shall maintain confidential information subject to that privilege as provided in Rules of Professional Conduct 1.6 and 1.14. Said social workers and other professionals shall not be subject to the mandated reporter requirements contained in C.G.S. §§ 17a-101 and 17a-101a.

(c) In the event an appeal is taken by a party represented by an attorney pursuant to this section from a decision rendered in Juvenile Matters, the Commission shall only be responsible for the cost of one original transcript and the cost of copies for other parties to the appeal provided with representation pursuant to this section. In the event an appeal is taken by the Attorney General's Office on behalf of the Department of Children and Families or an intervening party, the Commission shall only be responsible to pay for the cost of copies for appellees represented pursuant to this section.