

1. Client Documents and Initial Meeting

- a. Sample Release
- b. Suggested Initial Client Interview Topics
- c. Sample Records Request
- d. Sample Request for Contact Letter
- e. Sample Expert Retainer
- f. Sample Closing Letter
- g. Parent Advocacy Tips
- h. Special Ed Know Your Rights

AUTHORIZATION FOR RELEASE OF HEALTH INFORMATION IN ACCORDANCE WITH 45 C.F.R. §164.508 (HIPAA) & THE DISTRICT OF COLUMBIA MENTAL HEALTH INFORMATION ACT OF 1978

I hereby authorize _____ to send and/or release all documents that are found in my child's, _____ (Date of Birth: _____) education file, housing file, public benefits file, social security file, employment file, medical file, mental health file, and social work file, including information about [my/my child's] medical diagnosis, condition, and treatment, including information about [my/my child's] mental health condition or treatment, [my/my child's] health insurance information, and information that identifies [me/my child], including [my/my child's] name, address, telephone number, and other demographic information, to [organization/attorney name], its attorneys and agents (collectively, "XYZ"), and to discuss those documents and the information contained in them with [organization/attorney name].

Commented [RG1]: Insert as appropriate

[Organization/Attorney Name] may receive, use, and share the information described above in order to provide legal services to [me/my child] and for [organization/attorney name] internal evaluation and research to improve legal service delivery.

[Organization/Attorney Name] may further disclose this information to those involved in [my/my child's] case, such as experts and other supporting professionals, including in court at trial, for the purpose of providing legal services to [me/my child].

I understand that once my health information is shared with [organization/attorney name], federal privacy laws may no longer protect the information, which may be shared with other third parties by [organization/attorney name] pursuant to this authorization and may be subject to re-disclosure by those individuals.

I further understand that:

- I do not have to sign this authorization. My treatment, payment for treatment, insurance enrollment, or eligibility for insurance benefits will not be directly affected.
- I am entitled to a copy of this signed authorization.
- This authorization will remain in effect until I revoke (cancel) it, at which point it will expire.
- I may revoke (cancel) this Authorization at any time by faxing a signed, written request to [INSERT POINT OF CONTACT], at which point _____ will immediately cease disclosing my health information to [organization/attorney name]. However, revoking this authorization will not affect [organization/attorney name]'s ability to use and disclose my/my child's health information that it has already received.
- This authorization will expire 365 days from the date of this authorization indicated below.
- This information has been disclosed to [organization/attorney name] from records whose confidentiality is protected by District of Columbia law. The unauthorized disclosure or re-disclosure of mental health information violates the provisions of the District of Columbia Mental Health Information Act of 1978. Disclosure or re-disclosure may be made pursuant to this valid authorization by me or as provided in Titles III and IV of the Act. The Act provides for civil damage and criminal penalties for violations.
- I have the right to inspect the record of [my/my child's] mental health information.

ACCEPTED AND AGREED:

By:

Name:

Relationship to Patient¹:

Date:

UNLESS YOU SIGN HERE, NO INFORMATION ABOUT ALCOHOL/SUBSTANCE ABUSE, GENETIC TESTING, HIV/AIDS, OR MENTAL HEALTH WILL BE DISCLOSED.

YES, DISCLOSE THIS INFORMATION

* _____

NO, DO NOT DISCLOSE THIS INFORMATION

* _____

¹ Guardian signature required if patient is under 18 years old.

Suggested Initial Client Interview Topics

1. Current parent concerns/complaints.
2. Background on child's problems/disabilities:
 - medical history
 - parent's observations
 - teacher's observations
 - observations of other people who spend time with the child (e.g. day care workers and camp counselors)
 - evaluations conducted, especially when they were conducted, who conducted them, and what the results were.
3. Background on child at school:
 - what schools the child has attended and when he or she attended them, the progress and problems the child is having at these schools and when the progress or problems occurred, which grades have been completed and/or repeated, any "deficiency notices" from teachers, what services are being provided by the school, if any.
4. Special education background, if child has been in special education previously:
 - including the types of assessments and reassessments that have been done and the date they occurred, any IEPs that have been drafted and/or completed, etc.
 - what educational placements the child has had, what services have been provided, if any.
5. Parent's efforts to obtain help:
 - requests to school employees and/or representatives and any responses received
 - requests to other government agencies and/or representatives and any responses received
 - requests to private agencies and offices and any responses received (try to get names and numbers if possible).
6. Parent's goals/expectations.
7. History of parent's contact with the school system:
 - recent notices received from the child's school or sent to the child's school

- history of any prior requests for due process hearings and the outcomes of those requests and/or the hearing.
8. Sometimes relevant:
 - child's home setting
 - other siblings, especially their ages, school history, and any special needs they may have, the child's difficulties or lack of difficulties in other settings outside of school (e.g. church, camp, summer, and after-care activities).
 9. When the child is older, consider what they understand and think about the foregoing information and issues (ask for client's permission to speak directly with the child).

Other Useful Tips for Interviewing

1. Make your client feel comfortable.
2. Ask questions but also try to have a conversation.
3. Make sure your client is okay with you taking notes.
4. Be sure to ask for copies of everything.
5. Try to obtain specific dates for events, history.
6. Always ask about the client's reasoning for what they've already done and what they would like to be done so you can strategize more carefully.
7. Check and double-check client's understanding.



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www.childrenslawcenter.org

Insert date here

INSERT SCHOOL NAME

SCHOOL ADDRESS

Sent by (EMAIL, FAX, ETC TO xxx)

Re: Request for School Records for **CHILD NAME, DATE OF BIRTH**

Dear Records Custodian:

My name is **(YOUR NAME)** and I represent **(CLIENT)**, mother of **SCHOOL NAME** campus student **CHILD**. Enclosed please find a copy of a release signed by **CLIENT**, which authorizes the release of school records to our office.

In connection with our representation, I am requesting a copy of **CHILD NAME most recent educational files**, including but not limited to: all special education documents including recent Individualized Education Plans; recent report cards and progress reports; any recently conducted evaluations, including informal assessments and records generated by the school nurse; any other education documentation relating to **CHILD NAME'S** progress, school needs, or placement needs not listed above.

Pursuant to the Family Educational Rights and Privacy Act (FERPA), The Children's Guild is required by federal law to grant **CLIENT** access to **CHILD'S** education records within 45 days of this request. 20 U.S.C. § 1232g (a)(1)(A). Today is **(DATE)** and you are thus obligated to provide access to all **(CHILD NAME)** education records by **(INSERT DATE AFTER 45 DAYS)** If **(SCHOOL NAME)** believes it has legal grounds for denying access to any specific record(s) in **CHILD'S** file, Children's Law Center requests that you identify the record(s) withheld, and the basis for withholding the record(s).

Please provide these records as soon as possible by mail, fax, or email. My fax is **(FAX AND EMAIL)**. If you have any questions, please call me at **(PHONE NUMBER)**. Thank you in advance for your timely response.

Sincerely,

YOUR NAME

POSITION

CONTACT



CLIENT NAME

ADDRESS

Washington, DC 20020

February 28, 2012

Dear Ms. Smith,

I am writing because I have not been able to reach you by phone. When I try to call xxx-xxx-xxxx, I get a message that the number is out of service. If you have a new number, please call and let me know what it is. I really want to work with you to get the special education services for your daughter. As we have talked about, I can't do that without you making the decisions about the goals in the case and being in touch with me.

I hope everything is ok with you, and I hope we can continue to work together. If I do not hear from you within the next two weeks (DATE), then I will be closing your case.

Please call and let me know whether you want me to be your lawyer. If you do not, please just let me know. I look forward to talking with you soon. My number is 202-467-4900 ext. 547 and my email is kzeisel@childrenslawcenter.org.

Sincerely,

Kathy Zeisel

**WEINFELD EDUCATION GROUP, LLC
CONSULTANT AGREEMENT**

This Agreement made this ___ day of _____, 20___, between the Weinfeld Education Group, LLC, (“Consultant”) 104 Northwood Avenue, Silver Spring, Maryland 20901, Phone: 301-681-6233, FAX: 301-593-3333 and **LAW FIRM**.

SECTION ONE
NATURE OF WORK

The purpose of this agreement is to procure the services of the Consultant in relation to the case or matter of _____.

Commented [m1]: Insert client and child's name.

Consultant shall provide services for the Client as an independent professional in furtherance of Client’s matter. Payment to Consultant is not dependent upon the findings which Consultant renders, or on the outcome of any, administrative hearing, legal action, mediation, arbitration, or the terms of any settlement of the underlying matter, or on any contractual arrangement between the Client and any other person or party.

All services will be performed by the Weinfeld Education Group, LLC’s employees or contractors. It is understood that **NAME OF EXPERT** will personally provide all the services hereunder.

SECTION TWO
ENGAGEMENT FEE AND RETAINER

At the time of the execution of this agreement, the Client shall tender to Consultant a retainer fee in the amount of **RETAINER AMOUNT**. Billings for services performed or expenses incurred shall be charged against the retainer fee until such time as it is exhausted. The Client shall not identify Consultant as either a testifying or non-testifying expert until such time as the engagement fee has been paid. Any funds that are remaining at the conclusion of this agreement will be returned to the client, in full.

Client acknowledges that the retainer fee enumerated above may not be sufficient to cover all services or expenses to be rendered by the Consultant. Client agrees that Client will be billed each month for any additional services rendered by the Consultant and that Client will timely pay such charges.

SECTION THREE
CONSULTANT SERVICES AND FEES

The Client shall compensate Consultant at a reduced rate of SEPERT RATE for all tasks performed under this agreement, including but not limited to:

Fees will be billed by the tenth of an hour, with a minimum charge for any discrete task of two tenths of an hour. For testimony at a deposition, administrative hearing, or court proceeding, the rate for testimony shall apply both while Consultant is waiting to give testimony, whether at an office or court, and for time taken for breaks or meals, as well as for time spent actually giving testimony.

SECTION FOUR
QUALIFICATIONS

The Client has had the opportunity to investigate and verify Consultant's credentials, and agrees that Consultant is qualified to perform the services described in this contract.

SECTION FIVE
PAYMENT OF FEES

The Client is responsible for payments to Consultant as outlined in this contract, regardless of any arrangement the Client has with any other party or parties. Consultant will issue bills on a monthly basis or other appropriate intervals. Bills are due on receipt, and shall be considered delinquent if unpaid more than thirty days after their date of issuance. Consultant shall return any unused amount of the retainer within 30 days of the earlier of termination of the services or the request of the Consultant. Upon the expiration of thirty days the unpaid retainer shall be deemed delinquent. Interest shall accrue to any delinquent balance owed to the other party at the maximum rate permitted by law, not to exceed 1.5 per cent per month. In the event that a bill for services remains unpaid for sixty or more days after the date of issuance, Consultant shall have the unrestricted right to resign from performing additional services for the Client. If either party employs an attorney to collect any outstanding balance, the other party shall pay all costs associated with collection of outstanding balances including reasonable attorney's fees, unless such nonpayment is related to a good faith dispute about whether or not such balance is in fact due to the other party.

SECTION SIX
CHOICE OF LAW AND JURISDICTION

This agreement shall be interpreted under the laws of the State of Maryland and

Commented [A2]: Please insert any and all anticipated services you will need the consultant to perform on the case (i.e., reviewing records, meeting with or talking on the phone with the Client, or child, and other professionals involved in the matter to gather more information, conducting school visits/observations and writing up results on any observations and evaluations, attending and participating in IEP or other school meetings, visiting and assessing the appropriateness of any proposed public or private school placements, preparing and testifying at a hearing, and traveling to and from any site visits, meetings or hearings.

constitutes the entire agreement of the parties with respect to the subject matter hereof.

Any litigation under this agreement shall be resolved in the trial courts of Montgomery County, State of Maryland.

Agreed to this __ day of _____, 2013.

CLIENT:

Name

Name

WEINFELD EDUCATION GROUP, LLC

By: _____
Richard Weinfeld, Managing Member

Invoicing should be sent to:

NAME AND ADDRESS



CLIENT NAME AND ADDRESS

RE: CHILD NAME: Case Closure

March 7, 2011

Dear Ms. Smith,

Thank you for working with Children's Law Center regarding appropriate special education evaluations and services for your son, Joe Smith. As we discussed today, I will be closing your case because Joe is in an appropriate placement and is getting the services he needs.

We opened the case for Joe on January 12, 2010. We filed a case against DCPS to get Joe into an appropriate placement, and Joe now attends the Children's Guild in Chillum, Maryland. We also helped you get an independent auditory processing evaluation for Joe after DCPS failed to perform the evaluation.

As we discussed, once Joe's attention issues have been under control for at least three months, the school can do another auditory processing evaluation if that is a concern. Auditory processing is how well Joe is able to understand what people say to him and how well he is able to tune out other sounds. Because ADHD can also affect this, another auditory processing evaluation would be needed if you still have concerns about this once the ADHD is more under control.

I am enclosing a copy of the Hearing Officer Decision and of the recent evaluations for your records. You said that you have the most recent IEP and related documents already.

At Children's Law Center, we store our clients' files for five years after a case has closed. After that time, our policy is to destroy the files. If you need any documents from your file or additional copies of the ones included with this letter, please contact us to request the copies, which we will mail to you.

It has been a pleasure to work with you, and I wish you and your family the best. If you have any questions or concerns about Joe's placement or services that you are unable to resolve yourself, please do contact me at 202-467-4900 ext 547.

Sincerely,

Kathy Zeisel

Enclosures

Parent Advocacy Tips

1. Document problems or concerns

- a. Use the notebook and calendar from CLC to write down any concerns or problems
- b. Take pictures if possible

2. Write everything down

- a. Who you talked to
- b. When you talked to them
- c. What you talked to them about
- d. What requests you made

3. Get everything in writing

- a. Promises or refusals to do things in writing
- b. Recommendations from a doctor or therapist in writing
- c. Disciplinary notices from schools/daycares

4. Keep a copy of any documents you are given

- a. Keep a file for any documents related to school, housing, medical care or any other area you are concerned about

5. Read Everything

- a. Even if people are rushing you, read the entire document before you sign something.

6. When in doubt, ask

- a. Many documents are written by lawyers. If you don't understand them, ask for assistance or to take it home and have someone help you understand

7. Don't sign something if you don't agree with it or don't understand it

- a. You may lose important rights if you sign something

8. Go up the chain of command

- a. Everyone has a supervisor!

9. Know when to ask for outside help

- a. If you can't figure something out on your own, call Children's Law Center, a case manager or other organization that can help

10. Stay professional

- a. Don't yell or make a scene
- b. Even if the person you are dealing with is not acting professionally, you should stay professional

KNOW YOUR EDUCATIONAL RIGHTS

Your child may qualify for extra help or special education at school if:

- Your child is performing below grade level in some or all subjects,
- Your child has behavioral problems in school, gets expelled, or suspended,
- Your child has problems moving around, speaking, or hearing, OR
- Your child hates school, is afraid to go to school, or refuses to go to school.

Special education means classroom instruction that is free and specially designed to meet your child's unique needs, and allows your child to make progress and learn.

YOU HAVE RIGHTS!

As a parent of child who receives special education you have the right to:

- Have an IEP developed for your child each school year by the IEP team, which must include YOU, the parent.
- Ask for an IEP meeting at any time during the school year to discuss your child's education at a date, time, and place that is convenient for you.
- Bring people who know your child to the IEP meeting, like a doctor, therapist, mentor, tutor, or advocate.
- Participate in meetings where school placement is discussed and decided.
- Receive copies of all evaluations and the IEP for your child.
- Disagree with the services and school placement offered by the school.
- A due process hearing or mediation if you think the education your child is receiving is not appropriate or if your child is not making progress.

As a parent of any student, you have the right to:

- Ask the school questions about your child's education.
- Review and receive a copy of your child's educational records.
- Not sign any documents about your child, including an IEP, if you do not agree with those documents or you do not understand them.
- Have your child evaluated by the school for special education services—best to do a written request to evaluate and give to school principal.
- Receive written notice when your child is suspended or expelled.