
Subscriber Application Packet 2020



CATHOLIC LEGAL
IMMIGRATION
NETWORK, INC.

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Subscriber Registration and Renewal Form 2020

Directions:

Please complete and return the Subscriber Registration and Renewal Form with the Subscriber Agreement, parent organization's mission statement and IRS tax exempt letter. The top section of this form is for identifying who should receive an invoice for annual dues once subscription status is conditionally accepted awaiting payment for activation. The lower section is to identify staff authorized to receive CLINIC's services and benefits and to update your agency and immigration program information for CLINIC's records and web-based directory.

If you have any questions, please contact Jeff Chenoweth at 301-565-4814 or jchenoweth@cliniclegal.org.

Subscriber Fee:

CLINIC will invoice a conditionally approved subscriber after it has obtained consent from the local Catholic diocese. Annual subscriber fee for 2020 is \$1,500.

Please provide contact information for the person responsible for accounts payable for future invoices:

Name:

Position:

Telephone:

Email:

Mailing Address:

Information about the Parent (Headquarters) Agency

Organization Name:

Mailing Address:

Telephone:

Fax:

Website:

Executive Director's Name:

ED Telephone:

Honorifics/Credentials:

ED Email:

Information about the Immigration Program

Immigration Program Name:

Recognition Status (*active, submitted pending approval, in progress, none, etc.*):

Mailing Address:

Telephone:

Fax:

Website and social media handles:

Program Director Name:

PD Telephone:

PD Email:

Is the Program Director the primary contact person? Yes No

If no, please list the primary contact person:

Name:

Telephone:

Email:

Type of immigration services provided (*legal and non-legal*):

<div></div>

Immigration Program's Staff Information

[illegible]

Immigration Program’s Suboffice 1 (If applicable)

Sub-Office Name: _____

Mailing Address: _____

Telephone: _____ Fax: _____

Website: _____

Name	Position and Credentials (Esq, Accredited)	Email	Telephone and ext.

Immigration Program’s Suboffice 2 (If applicable)

Sub-Office Name: _____

Mailing Address: _____

Telephone: _____ Fax: _____

Website: _____

Name	Position and Credentials (Esq, Accredited)	Email	Telephone and ext.

Immigration Program’s Suboffice 3*(If applicable)*

Sub-Office Name:

Mailing Address:

Telephone:

Fax:

Website:

Name	Position and Credentials (Esq, Accredited)	Email	Telephone and ext.

Immigration Program’s Suboffice 4*(If applicable)*

Sub-Office Name:

Mailing Address:

Telephone:

Fax:

Website:

Name	Position and Credentials (Esq, Accredited)	Email	Telephone and ext.

Core Standards for Charitable Immigration Programs

CLINIC seeks to expand and improve the legal services provided to low-income immigrants through its network of affiliate agencies. It does this by offering a range of training, technical support, and advocacy services. CLINIC does not oversee or have a legal relationship with its affiliate agencies, nor is it an accrediting body. However, CLINIC has a strong interest in helping affiliate agencies provide professional and competent services. As such, it has developed certain expectations for its affiliate agencies. These primarily have to do with the legal practice of law, legal staff availing themselves of appropriate training and technical support, and adherence to basic program management standards.

In becoming a CLINIC affiliate, programs are expected to work with CLINIC staff in meeting minimum CLINIC standards. The CLINIC standards listed in bold reference essential standards guiding program staff's legal services to clients. All CLINIC standards listed represent best practices that agencies should achieve. These standards will be regularly communicated to CLINIC affiliate agencies and will be incorporated into the affiliate renewal process.

The following are **overarching** standards that are expected of each affiliate agency:

- a. Ensure that program services by type meet the immigration needs of the local community
- b. Engage staff in the authorized practice of immigration law
- c. Consistently use case management systems that include use of case management software and other tools to increase the efficiency and the quality of immigration work
- d. Establish financial controls and procedures to ensure the integrity and accountability in handling all financial matters
- e. Establish and implement supervision of staff and quality control procedures to ensure staff is providing the best level of immigration legal services
- f. Invest in staff training and an up-to-date immigration law library to ensure the competency and availability of resources for staff in the performance of immigration work

The following are more specific requirements that CLINIC expects each affiliate agency to follow. Bolded items are required, while other items are recommended.

** Affiliate agencies shall not have the right to rely on CLINIC's review of their operations to avoid or mitigate any liability for the agencies' actions or failures thereof. Affiliate agencies are encouraged to perform their own reviews to ensure that their operations meet the standards for best practices.*

Program Design

- **Practice law legally, with at least one attorney who supervises non-attorney legal staff; or with recognition for the agency and at least one partially accredited representative with broad knowledge of immigration law and access to an immigration attorney or fully accredited representative for consultation**
- Mission Statement sets forth the program's goals, specifically referencing serving lowincome and other vulnerable foreign-born persons
- Case selection criteria policy reflects mission, budget and staff skills
- Fee schedule is: based on a well-defined rationale; documented; accessible to staff and clients; consistently implemented. It should also accommodate client need for sliding fee scale or fee waiver

Administration

- **Liability and malpractice insurance are maintained for Directors, Officers, host agency, and for legal staff**
- **Training policy is developed with minimum annual immigration law training requirements for each legal staff person with resources supported by the annual budget**
- **Immigration law resources are maintained and updated in print while also accessible electronically with minimum resources including the Immigration and Nationality Act, the federal regulations (8 CFR), a general treatise on immigration law and specified areas of representation, and precedent decisions by the Executive Office for Immigration Review.**
- **Case management system is developed and consistently used, including intake format and procedures; detailed and comprehensive client services agreement; client contact information; open and closed file policy; case file organization with case notes; secure file location (including internet-based software); use of electronic case management database with notification "tickler" system; use of hard-copy case management system as a back-up; and file retention policy including client notification**
- **Technical assistance by external experts for legal and programmatic needs is accessible and accessed, particularly from CLINIC's Immigration Information Support Line and staff from the Center for Citizenship and Immigrant Communities.**
- Staff organizational chart has clear lines of accountability and supervision
- Technology needs are met by budgeting and scheduling updates for computers, software, and training, and participating in training on full use of immigration software
- Job descriptions are provided for all program staff
- Program director regularly engages parent organization leadership on behalf of the program's current activities and objectives for growth and improvements
- Participation is active in local, state and national pro-immigrant coalitions
- Administrative and legislative advocacy is appropriately engaged in at local and national levels for individual cases and policy concerns

Legal Services

- **Legal staff are qualified to do the work assigned**
- **Confidentiality policy is documented, signed by staff and volunteers, and followed**
- **Legal ethics rules are known and adhered to by all legal staff**
- **Conflicts of interest policies are documented and signed by staff**
- **Client agreements are: translated or interpreted for each client as necessary; detailed as to the services to be provided, scope of representation and the responsibilities of the client and legal representative; signed by all parties; copied for the client; and maintained in the case file**
- **Legal services in the forms of full and limited scope representation, pro se assistance, pro bono referral, and community and group presentations are pursued pursuant to agency policy and in keeping with other professional rules and procedures outlined by relevant state bars, the American Bar Association, and the Executive Office for Immigration Review**
- **Quality control procedures are used consistently by supervisors and experienced staff to ensure that all staff apply the best legal approach and level of services**
- **Referral sources are vetted for legal qualifications, professionalism and expertise and used appropriately when staff discern that a client is better served with representation outside the agency**

Community Development and Advocacy

- Relationships are developed with non-paid support personnel (volunteers, interpreters, *pro bono* attorneys, law students, and non-law student interns) and established policies guide the responsibilities and scope of work for each category of volunteer
- Community outreach strategies are developed to educate on immigration issues, build institutional partnerships, and draw clients to charitable immigration services
- Marketing strategies are identified, including case studies with successful outcomes
- Advocacy and media relations policies are established with clear guidance as to which staff will speak to the media or government officials

Financial Controls

- **Financial Controls and procedures, including checks and balances, are documented and maintained for: treatment of fees; payroll; accounts receivable; accounts payable; inventory; and fixed assets**
- Spending is monitored and in conformity with approved budgets
- Monthly revenue and expense reports for general operating funds and grants are produced and analyzed
- Fee decisions and money transactions are handled separately, from legal staff duties
- Fee payment policy prioritizes acceptance of funds by money orders or cashier checks for both charitable program services and government filing fees
- Resource development plan is established and updated to include potential, diverse sources of funding from government, foundation, and corporation grants; private donors; parent agency subsidy; and client fees
- Marketing plan for fundraising purposes is developed with key tools including annual report; program report; program highlights and impact statement; service statistics; successful client case studies; client/supporter testimonials; and request for cash and inkind support

Immigrant Integration

- A point person is designated, whose responsibilities include reaching out to and compiling a referral list of community organizations whose services could benefit immigrants, such as credit unions, tax assistance organizations, parent-teach organizations, ESL service providers, leadership development organizations, etc.
- Plans for promoting and developing immigrant integration initiatives beyond legal services are incorporated into strategic plans and other short and long-term planning documents.

Subscriber Agreement

This is an agreement ("Agreement") between Catholic Legal Immigration Network, Inc. ("CLINIC") and the Subscriber executing this Agreement ("Subscriber") (collectively the "Parties").

A Subscriber is a non-Catholic, nonprofit organization with a mission to serve the foreign-born receiving selected CLINIC services stemming from the organization's payment of Subscriber dues and performance in support of CLINIC's Core Standards for Charitable Immigration Programs.

PURPOSE OF AGREEMENT:

The purpose of this agreement is to set out the responsibilities of CLINIC and the Subscriber agency for access to CLINIC's services.

MISSION STATEMENT:

CLINIC's mission reads, "Embracing the Gospel value of welcoming the stranger, CLINIC promotes the dignity and protects the rights of immigrants in partnership with a dedicated network of Catholic and community legal immigration programs."

CLINIC's Services & Conditions

For Subscriber agencies, CLINIC provides in 2020 a broad scope of services, including access to: CLINIC's attorneys through its Immigration and Information Support web platform; a subscription to the CLINIC News; discounted rate on trainings; free program management-related webinars; free, periodic webinars with updates to immigration law practice; access to Subscriber-restricted section of CLINIC's website; a wide array of legal and program management toolkits; new Subscriber consultation phone call with a dedicated Field Support Coordinator; support with the Department of Justice's recognition and accreditation process; self-assessment tool for immigration program management; CLINIC's national affiliate survey data if the Subscriber contributed its own data; postings to CLINIC's web-based Job Board; and reduced pricing to use LawLogix's EDGE case management system.

CLINIC's Core Standards

CLINIC has core standards for its Subscriber agencies (see CLINIC's Core Standards for Charitable Immigration Programs). All charitable immigration programs that sign this Subscriber Agreement should strive to conform to CLINIC's standards .

These standards contain both the fundamental requirements for any program providing legal services to clients and best practices to which a program should aspire. CLINIC's services are designed to assist Subscriber agencies to achieve and excel at these core standards.

RESPONSIBILITIES:

The specific responsibilities of CLINIC and Subscriber as parties to this agreement are listed below:

CLINIC will:

1. Designate a Field Support Coordinator to work with the Subscriber and act as the primary source of assistance in matters related to capacity building;
2. Assist the Subscriber in seeking Department of Justice recognition and accreditation for staff members as needed, provided CLINIC has confidence in the Subscriber's capacity to fulfill the requirements of recognition and accreditation;
3. Conduct on-site assessments of the Subscriber's strength and weakness with a written assessment report as a follow-up to help affiliate agencies achieve CLINIC's core standards (a site visit is dependent on staff availability and travel costs for CLINIC staff must be reimbursed to CLINIC);
4. Provide an initiation consultation to new Subscribers to discuss the Subscriber's program structure and services with a follow-up written set of recommendations and resources;
5. 2020 Subscriber benefits include:

Legal Training and Mentoring

- Access to CLINIC's corps of experienced immigration attorneys for case consultations on a broad array of immigration legal matters relevant to charitable immigration programs.
- Access to a wide array of legal immigration toolkits, papers, training manuals, program management tools, and other resources to further enhance your practice and better serve your clients.
- Discount registration fees for legal training webinars and access to archived webinars.
- Free, periodic webinars with updates to immigration law practice.
- Discount registration fees for in-person and e-learning immigration law and program management trainings.
- Discount registration fees to CLINIC's organization-wide training event, its Annual Convening.
- Subscription to CLINIC's monthly e-newsletter.
- Access to archived newsletters and legal practice updates through a secured web portal.

Organizational Capacity Building

- New Subscriber Program Review Call with a CLINIC Field Support Coordinator.
- Consultation and technical assistance on starting an immigration legal program.
- Free registration for program management webinars.
- Technical assistance to become an authorized legal immigration service provider through agency recognition and staff accreditation.
- Dedicated Field Support Coordinator services for program management consultations.
- Opportunities to participate with CLINIC in national and regional collaborations with funding secured by CLINIC.
- Access to CLINIC affiliate survey data.

- Access to a Subscriber-restricted section of CLINIC's website.
- Self-assessment tool for immigration program management success.
- Postings and access to CLINIC's web-based Job Board.
- Reduced pricing and enhanced training opportunities for CLINIC affiliates that are customers of LawLogix's EDGEtm case management system. See www.lawlogix.com/immigration-case-management/clinic.

Advocacy Support

- Advocacy updates, including USCIS updates and CLINIC's notes from stakeholder calls with federal authorities.
- Guidance on advocacy strategies from CLINIC Advocacy attorneys.
- Model resolutions for local legislative actions and talking points for local and national advocacy efforts, as CLINIC staff time permits.
- Op-Eds on urgent immigration topics; and media preparation strategies for local news stories, as CLINIC staff time permits.

SUBSCRIBER will:

1. Commit to work to achieve CLINIC's entire core standards described in CLINIC's Core Standards for Charitable Immigration Programs.
2. Maintain open and prompt communication with CLINIC's assigned Field Support Coordinator.
3. Provide information and materials relating to the overall program for purposes of program assessment.
4. Update CLINIC with the program's current staffing list including contact information and credential to practice immigration law.
5. Inform the CLINIC Field Support Coordinator of significant changes in the program, including address and contact information, staffing at management and direct services levels, services available (reduced or expanded), changes in authorization to practice including those impacting the agency's DOJ recognition and accreditation status.
6. Provide any other relevant information as needed.
7. Pay required dues by prescribed due date.

Terms and Cancellation

This agreement remains in effect until the end of the calendar year 2020.

The Parties understand and agree that:

1. CLINIC is not undertaking to exercise oversight of the Subscriber's program, operations, cases, or supervision of its staff.
2. CLINIC is not entering into an attorney-client relationship with the Subscriber, the Subscriber's employees or volunteers, or Subscriber's clients.
3. CLINIC does not oversee or have a legal relationship with its Subscriber agencies with respect to Subscriber performance of its duties.

4. CLINIC is not an accrediting body, nor is it providing any accreditation or approval of Subscriber's operations.
5. Subscriber does not have the right to rely on CLINIC's review of its operations to avoid or mitigate any liability for Subscriber's actions or failures thereof.
6. CLINIC's sole liability to Subscriber shall be limited to the amount of the annual dues.
7. Subscriber acknowledges that it shall perform its own review to ensure that its operations meet the standards for best practices.
8. Except as set forth in this Agreement, each party expressly disclaims all warranties, whether express, implied or statutory, including any implied warranty of merchantability, fitness for a particular purpose, title and non-infringement of intellectual property rights, and any warranty arising out of a course of performance, dealing or trade usage.

Disputes

The Parties agree that all disputes or controversies arising out of or relating to this Agreement shall be governed by, and construed in accordance with, the internal laws of the District of Columbia and that the venue and jurisdiction for any such dispute shall be a court of competent jurisdiction in the District of Columbia.

Cancellation of Subscription

CLINIC reserves the right to cancel this subscription at its convenience at any time, for any reason or no reason, with or without advance notice to the Subscriber. Considerations for cancellation will include but are not be limited to:

1. The failure of the Subscriber to pay dues in a timely manner, as determined by CLINIC in its sole discretion.
2. If the Subscriber is not an attorney-driven organization or a DOJ recognized agency" pursuant to 8 C.F.R. § 1292.1(a)(4). CLINIC, at its sole discretion, may afford a Subscriber or potential Subscriber a grace period during which the Subscriber or potential Subscriber will seek to become an attorney-driven program or a DOJ recognized agency.
3. The failure of the Subscriber to uphold CLINIC's Core Standards for Charitable Immigration Programs, as determine by CLINIC in its sole discretion.

Upon cancellation, CLINIC will provide the former Subscriber a notice of cancellation and will refund a pro-rated share of the former Subscriber's annual dues.

I, Subscriber, accept the terms and conditions of CLINIC's Subscription Agreement.

Name:

Title:

Organization:

Date:
