



**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
WASHINGTON STATE DEPARTMENT OF CHILDREN, YOUTH, AND FAMILIES (DCYF)
AND
{NAME OF HOSPITAL}**

PARTIES:

This Memorandum of Understanding (MOU) is made and entered into by and between the Washington State Department of Children, Youth, and Families, hereinafter referred to as DCYF, and {Name of Hospital} hereinafter referred to as {Name of Hospital}. DCYF and {Name of Hospital} may be individually referred to as a party, or jointly referred to as parties.

PURPOSE:

The purpose of this MOU is to outline the roles and responsibilities of DCYF and {Name of Hospital}, with regards to children and youth who are determined medically ready for discharge from {Name of Hospital} when their legal parent or guardian does not agree with the discharge plan or are concerned that it is not safe and appropriate. In addition, this MOU will outline the roles and responsibilities of DCYF and {Name of Hospital}, with regards to children and youth who are in DCYF placement care and authority (PCA).

For additional information, please, refer to the Washington state RCWs regarding abandonment [RCW 13.34.030 \(1\)](#); [RCW 26.44.020\(6\)](#).

STATEMENT OF WORK:

Pursuant to this MOU, DCYF and {Name of Hospital} will work cooperatively to identify needed, available resources to facilitate a plan to support children, youth, and families, and implement strategies to meet the needs for children and youth who are NOT under DCYF (PCA), are ready for discharge and do not have a legally responsible person do not have a legally responsible person who is in agreement with the discharge plan.

For child/youth who are under the PCA of DCYF, DCYF and {Name of Hospital} will work cooperatively to ensure that there is a safe discharge plan with appropriate resources to meet the child/youth's needs.

For purposes of this MOU {Name of Hospital} does not exclude the Emergency Department (ED) and the {Name of pediatric psychiatric unit}, if applicable.



Each party to this Agreement shall be responsibility for its own acts and/or omissions and those of its officers, employees, and agents for any activities that may occur in the performance of this Agreement.

Neither party shall be responsibility for the acts and omissions of those entities or individuals not a part to this Agreement.

Name of Hospital **RESPONSIBILITIES:**

If child/youth is NOT under DCYF (PCA) Name of Hospital will:

- Encourage the family to call DCYF intake at 1-800-609-8764 to request voluntary services at the time {Name of Hospital} becomes aware of a concern preventing a child or youth's discharge when there are no allegations of child abuse or neglect.
- Obtain signed consents from child/youth and/or parents to release/share Name of Hospital information with DCYF.
- {Name of Hospital} will call DCYF intake at 1-800-609-8764 to make a referral if there are allegations of child abuse or neglect (CA/N) or if the parent is unable or unwilling to call DCYF to request voluntary services. Additional information about making reports is on the DCYF website. <https://www.dcyf.wa.gov/safety/report-abuse>
- Notify the DCYF regional hospital liaison that an intake referral has been made and to request consultation.
- Collaborate with DCYF as needed, to identify available community resources to support the child/youth discharge plan.
- Provide {Name of Hospital} records and documentation as needed/requested to DCYF, if signed consents have been obtained.
- Support and facilitate a joint care conference as needed, including coordinating with DCYF to obtain collateral information, if available.
- Provide clear, timely discharge recommendations, in advance of the anticipated discharge date, to the legal parent/guardian and to DCYF, if consents have been obtained, related to treatment and services to meet the specific needs of the child/youth
- Participate in scheduled FTDMs or other scheduled shared planning meetings, as authorized by signed release of information or federal or state law.

If the child/youth is under the PCA of DCYF, Name of Hospital will:

- Contact the DCYF point of contact who will provide contact information of the primary Social Service Specialist (SSS) and facilitate communication and problem-solving.
- Obtain signed consents from youth and/or parents to release/share Name of Hospital information with DCYF.
- Provide Name of Hospital records and documentation as needed/requested, and allowed by court order, federal or state law, and/or authorized by signed release of information.
- Support and facilitate a joint care conference, including coordinating with DCYF to obtain relevant collateral information.



- Provide clear, timely discharge recommendations to DCYF in advance of the discharge date related to treatment, services, and placement to meet the specific needs of the child/youth.
- Participate in scheduled FTDMs or other scheduled shared planning meetings, as authorized by signed release of information or federal or state law.

DCYF RESPONSIBILITIES:

If child/youth is not under DCYF placement and care authority, DCYF will:

- Provide contact information for DCYF regional leadership as well as the DCYF hospital liaison for the region in which the hospital is located.
- If the case is open in a region other than that in which the hospital is located, the DCYF hospital liaison or regional leadership will facilitate the connection between the hospital and the DCYF hospital liaison for the other region.
- Partner with {Name of Hospital} and families to identify needed and available resources to support families in caring for their child/youth.
- Screen the intakes based on the issues/allegations reported and assign the intake to CPS if there are allegations of abuse or neglect (CA/N) or assign as a request for services if there are no CA/N allegations.
- Provide timely response to intakes related to allegations of CA/N or request for services.
- DCYF will attempt to obtain signed consents from child/youth and/or parents to release/share information with {Name of Hospital}. If releases are not obtained DCYF can only share information allowed by federal or state law
- Provide concrete supports to meet basic needs of a child/youth while at Name of Hospital (i.e. clothing other authorized resources) if necessary.
- Provide assistance coordinating school access/activities if necessary.
- If consent is obtained, coordinate and facilitate FTDM or other appropriate shared planning meetings including {Name of Hospital}, child/youth as developmentally appropriate, family, family and community supports, other state agencies and community-based providers (e.g. DDA, HCA, Coordinated Care or other MCO, school)
- Engage with the child/youth and families to:
 - Develop a case plan,
 - Make appropriate referrals
 - Facilitate access and engagement with services, programs and other agencies
- Search for child/youth's other parent or relative placement options for the child/youth, and facilitate accessing other non-treatment placement options, if signed release of information has been obtained.

If the child/youth is under the PCA of DCYF, DCYF will:

- Provide the hospital contact information for regional leadership, primary SSS as well as the DCYF hospital liaison for the region in which the hospital is located and facilitate communication and problem-solving.



- If the case is open in a region other than that in which the hospital is located, the DCYF hospital liaison or regional leadership will facilitate the connection between the hospital and the DCYF hospital liaison for the region in which the case is open.
- Partner with Name of Hospital and families to identify needed and available resources and services.
- Provide timely response to intakes related to allegations of CA/N.
- Request signed consents from youth and/or parents to release/share information with {Name of Hospital}. If releases are not obtained DCYF can only share information allowed by federal or state law
- The DCYF primary Social Service Specialist (SSS) will contact that facility to inquire about the child/youth's status and begin a conversation about service and discharge planning.
- The SSS will also immediately notify the DCYF Regional Hospital Liaison so that individual can assist with case coordination.
- Provide concrete supports to meet basic needs of a child/youth while at Name of Hospital (i.e. clothing, other authorized resources) as applicable.
- Provide assistance coordinating school access/activities if necessary.
- Coordinate and facilitate FTDM or other appropriate shared planning meetings including {Name of Hospital}, child/youth as developmentally appropriate, family, family and community supports, other state agencies and community-based providers (e.g. DDA, HCA, Coordinated Care or other MCO, school).
- Engage with the child/youth and families to:
 - Develop a case plan,
 - Make referrals
 - Facilitate access and engagement with services, programs and other agencies
- Actively work to identify and establish a safe placement resource.

CONFIDENTIALITY AND NON-DISCLOSURE:

This MOU does not negate or change existing laws regarding confidentiality and disclosure.

The Parties acknowledge the confidential nature of the DATA provided within this MOU and agree to comply with all federal and state laws, regulations, and policies that apply to said DATA regarding the confidentiality of information.

The DATA to be shared under this MOU is confidential in nature and is subject to state and federal confidentiality requirements that bind the Parties and its employees to protect the confidentiality of the personal information contained in said DATA.

The Parties may use personal DATA and other DATA gained by reason of this MOU only for the purpose of this MOU. Use of this information is limited to persons who have a "need to know".

DEFINITIONS and LINKS to RCWs:



“Placement Care and Authority” (PCA) means children who are in shelter care status, dependent, or legally free in accordance with [RCW 13.34](#). It also includes children who are subject to a Protective Custody order issued by a police department, a Voluntary Placement Agreement signed by the youth’s parent or legal guardian; or those subject to a CHINS order where the Court has specifically given placement and care authority to DCYF.

Abandonment, [RCW 13.34.030 \(1\)](#), [RCW 26.44.020\(6\)](#) and [RCW 26.20.030](#)

RCW refusing despite to do so, FRS transfer of custody [RCW 43.185C.265](#)

Abandonment of a dependent person in the first degree [RCW 9A.42.060](#)

Child Abuse and Neglect (CA/N) [RCW 26.44](#), [RCW 26.44.020](#)

[RCW 13.32A.140](#) Out-of-home placement - Child in Need of Services Petition by Department - Procedure.

[RCW 26.44.030](#) Reports - Duty to Make

[RCW 26.44.056](#) Protective Detention or Custody of Abused Child

[RCW 26.44.195](#) Negligent treatment or maltreatment-Offer of services - Evidence of substance abuse-In-home services-Initiation of dependency proceedings

[RCW 43.185C.315](#) Youth Services - HOPE centers - Requirements

[RCW 43.185C.320](#) Youth Services - HOPE centers - Eligibility

[RCW 74.14A.020](#) Services for Emotionally Disturbed and Mentally Ill Children, Potentially Dependent Children, and Families-In-Conflict

[Chapter 74.14C RCW](#) Family Preservation Services

[Chapter 13.32A RCW](#) Family Reconciliation Act

MODIFICATIONS:

Modifications to this MOU shall be made only by written amendment executed by all Parties involved. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

TERMINATION:

Either Party may terminate this agreement upon thirty (30) days advanced written notification.

FUNDS/PAYMENT: The parties acknowledge that no funds are transferred under this Agreement, and that this Agreement is for collaboration purposes only.



ALL WRITINGS CONTAINED HEREIN:

This MOU contains all the terms and conditions agreed upon by all Parties. No other understanding, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the Parties.

PERIOD OF PERFORMANCE:

The period of performance for this MOU is from XXXXX to XXXX (3 years). Upon the end of this performance period, this MOU may be reviewed by both Parties and be extended by mutually agreed to written amendment or renewal.

DESIGNATED CONTACTS:

The persons identified below shall be responsible for and shall be the contact person for all communications concerning service delivery:

Name of Hospital

Name and Title:	
Address:	
Email:	
Phone:	

DCYF

Name and Title:	Hospital Liaison for the Region of the hospital
Address:	
Email:	
Phone:	

Name and Title:	Mental Health Program Manager
Address:	1500 Jefferson St SE, Olympia WA 98501
Email:	
Phone:	

EXECUTION:



This MOU is executed by the persons signing below, who warrant that they have the authority to bind their party.

Name of Hospital	WASHINGTON STATE DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES
Authorized Signature	Authorized Signature
Printed Name	Richard Morgan
Date	Date

DRAFT