



**MEMORANDUM OF UNDERSTANDING (MOU)**  
**BETWEEN**  
**WASHINGTON STATE DEPARTMENT OF CHILDREN, YOUTH, AND FAMILIES (DCYF)**  
**AND**  
**XXX County Juvenile Court**

**“Safe and Appropriate Discharge from Juvenile Courts”**

**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 XXX County Juvenile Court, hereinafter referred to as Juvenile Court. DCYF and Juvenile Court 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 the Juvenile Court, with regard to children and youth who are discharged from XXX County Juvenile Court detention facility when their legal parent or guardian does not agree to pick them up or are concerned that it is not safe and appropriate for the youth to return home. Also, refer to the Washington state RCWs on abandonment [RCW 13.34.030 \(1\)](#); [RCW 26.44.020\(6\)](#).

As well as to outline the roles and responsibilities of DCYF and Juvenile Court, with regards to children and youth who are in DCYF placement care and authority (PCA).

**STATEMENT OF WORK:**

Pursuant to this MOU, DCYF and Juvenile Court 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 release from detention, and do not have a legally responsible person who is willing to pick them up.

For youth who are under the PCA of DCYF, DCYF and Juvenile Court will work cooperatively to ensure that there is a safe release plan with appropriate resources to meet the youth's needs.

For purposes of this MOU, Juvenile Court does not exclude the juvenile detention facility managed by the court.

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 party to this Agreement.



## **JUVENILE COURT RESPONSIBILITIES:**

### **If child/youth is NOT under DCYF (PCA), Juvenile Court will:**

- Encourage the family to call DCYF intake at 1-800-609-8764 to request voluntary services at the time the Juvenile Court becomes aware of a concern preventing a youth's return home when there are no allegations of child abuse or neglect.
- Obtain signed consents from youth and/or parents/legal guardian to release/share Juvenile Court information with DCYF.
- 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 juvenile court 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 youth's return home.
- Provide Juvenile Court records and documentation to DCYF as needed/requested, 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 and timely release recommendations, in advance of the anticipated release 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 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, Juvenile Court will:**

- Contact the DCYF regional juvenile court liaison, 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 Juvenile Court information with DCYF.
- Provide Juvenile Court 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 and timely discharge recommendations to DCYF in advance of the release date related to treatment, services, and placement to meet the specific needs of the 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 youth is not under DCYF placement and care authority, DCYF will:**

- Provide contact information for DCYF regional leadership as well as the DCYF regional juvenile court liaison for the region in which the court is located.
- Partner with Juvenile Court and families to identify needed and available resources to support families in caring for their 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 voluntary services if there are no CA/N allegations.
- Provide timely response to intakes related to allegations of CA/N or request for services.
- Attempt to obtain signed consents from youth and/or parents to release/share information with Juvenile Court. 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 youth while at Juvenile Court (i.e. clothing other authorized resources) if necessary.
- Provide assistance coordinating school access/activities for the youth if necessary.
- If consent is obtained, coordinate and facilitate FTDM or other appropriate shared planning meetings including Juvenile Court, 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 youth's other parent or relative placement options for the 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 Juvenile Court with contact information for regional leadership, primary SSS as well as the DCYF regional juvenile court liaison for the region in which the court is located and facilitate communication and problem-solving.
- If the DCYF case is open in a region other than that in which the Juvenile Court is located, the DCYF regional juvenile court liaison or regional leadership will facilitate the connection between the Juvenile Court and the DCYF regional juvenile court liaison for the region in which the case is open.
- Partner with Juvenile Court 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 DCYF information with Juvenile Court. 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 the Juvenile Court to inquire about the youth's status and begin a conversation about service and release planning.
- The SSS will also immediately notify the DCYF regional juvenile court liaison so that individual can assist with case coordination.
- Provide concrete supports to meet basic needs of a youth while at Juvenile Court (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 Juvenile Court, 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	<a href="#">RCW 13.34.030 (1)</a> , <a href="#">RCW 26.44.020(6)</a> and <a href="#">RCW 26.20.030</a>
RCW refusing despite to do so, FRS transfer of custody	<a href="#">RCW 43.185C.265</a>
Abandonment of a dependent person in the first degree	<a href="#">RCW 9A.42.060</a>
Child Abuse and Neglect (CA/N)	<a href="#">RCW 26.44.</a> <a href="#">RCW 26.44.020</a>
Out-of-home placement - Child in Need of Services Petition by Department - Procedure.	<a href="#">RCW 13.32A.140</a>
Reports- Duty to Make	<a href="#">RCW 26.44.030</a>
Protective Detention or Custody of Abused Child	<a href="#">RCW 26.44.056</a>
Negligent treatment or maltreatment-Offer of services - Evidence of substance abuse-In-home services-Initiation of dependency proceedings	<a href="#">RCW 26.44.195</a>
Youth Services - HOPE centers - Requirements	<a href="#">RCW 43.185C.315</a>
Youth Services - HOPE centers - Eligibility	<a href="#">RCW 43.185C.320</a>
Services for Emotionally Disturbed and Mentally Ill Children, Potentially Dependent Children, and Families-In-Conflict	<a href="#">RCW 74.14A.020</a>
Family Preservation Services	<a href="#">Chapter 74.14C RCW</a>



Family Reconciliation Act	Chapter 13.32A RCW
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**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:

**Juvenile Court**

Name and Title:	
Address:	
Email:	
Phone:	

**DCYF**

Name and Title:	Juvenile Court Liaison for the Region of the court
Address:	
Email:	
Phone:	

Name and Title:	TBD, Systems Integration 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.

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

DRAFT