



CUSTOM AGREEMENT

Memorandum Of Understanding

DCYF Agreement Number:
1969-60406

This Agreement is by and between the State of Washington Department of Children, Youth and Families (DCYF) and the Contractor identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

Program Contract Number:
1501-
Contractor Contract Number:

CONTRACTOR NAME		CONTRACTOR doing business as (DBA)	
Washington State Association of CASA/GAL Programs		Washington State Association of CASA/GAL Programs	
CONTRACTOR ADDRESS		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	DCYF INDEX NUMBER
19550 International Blvd Suite 308 SeaTac, WA 98188		601-096-918	110393
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS
Ryan Murrey	(206) 774-7278	(206) 667-9753	ryan@wacasa.org
DCYF ADMINISTRATION	DCYF DIVISION	DCYF CONTRACT CODE	
Department of Children, Youth, and Families	Children, Youth and Families	2084LC-69	
DCYF CONTACT NAME AND TITLE		DCYF CONTACT ADDRESS	
Richard Morgan Contract Manager		1115 Washington Street SE PO Box 45710 Olympia, WA 98405	
DCYF CONTACT TELEPHONE	DCYF CONTACT FAX	DCYF CONTACT E-MAIL ADDRESS	
(360)902-7522		Richard.Morgan@dcyf.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?		CFDA NUMBER(S)	
No			
AGREEMENT START DATE	AGREEMENT END DATE	MAXIMUM AGREEMENT AMOUNT	
07/01/2019	06/30/2022	No Payment	
EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference:			
<input type="checkbox"/> Exhibits (specify): No Data Security Exhibit			
<input checked="" type="checkbox"/> No Exhibits.			
The terms and conditions of this Agreement are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise regarding the subject matter of this Agreement, between the parties. The parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on DCYF only upon signature by DCYF.			
CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED	
	Ryan J. Murrey, Exec Director	8/1/19	
DCYF SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED	
	Stephen V. Cotter, Office Chief	8.5.2019	

Contracts & Procurement

MEMORANDUM OF UNDERSTANDING

This Statement of Mutual Understanding represents the collaboration between Washington State Court Appointed Special Advocates (CASA) and the Department of Children, Youth, and Families (DCYF). Our common goals are to:

- a. Work together so that every child has a safe, supportive and permanent home as quickly as possible;
- b. Promote greater understanding of each other's role in serving children; and
- c. Provide local communities and Tribal Governments a model for working together on behalf of dependent children and their families.

1. MISSION AND VALUES

a. Washington State CASA

Our mission is to support member CASA/GAL programs in providing trained volunteer advocates for abused and neglected children in the court system. Our vision is to ensure that every child has a safe, supportive and permanent home.

- (1) We embrace diversity, and work to ensure that CASA programs have the resources needed to provide culturally appropriate advocacy for children.
- (2) We strive to create the best possible child-focused advocacy by promoting fresh ideas and perspectives to effectively respond to each child's individual needs.
- (3) We support CASA programs and CASA volunteers in providing effective advocacy in the best interest of children who have been abused, neglected or abandoned.
- (4) We listen to CASA volunteers, program staff, judges and court administrators in order to provide effective services and training to volunteers advocating in the best interest of children. Washington State CASA's success is predicated on the success of each local program.
- (5) We educate the public regarding the state of abused, neglected and abandoned children and invite the community to mobilize its resources to benefit the best interest of the children.
- (6) We advocate and educate elected officials, child and family service agencies and public interest organizations on behalf of CASA volunteers and CASA programs.
- (7) We are prudent and effective in the use of the resources entrusted to us for advocacy in the best interest of children.

b. Washington State Department of Children, Youth, and Families

(1) MISSION

Protect children and strengthen families so they flourish.

(2) VISION

All Washington's children and youth grow up safe and healthy – thriving physically, emotionally and educationally, nurtured by family and community.

(3) VALUES

Inclusion, respect, integrity, compassion, transparency.

2. ROLES and RESPONSIBILITIES

The following chart examines some of the differences and similarities in the duties performed by DCYF workers and CASA volunteers. Because this chart cannot be fully inclusive, more specific questions regarding responsibilities of either party should be referred to DCYF supervisors or CASA management at the local agency or program level.

CORE RESPONSIBILITIES

DCYF WORKER	CASA WORKER
<p>Department representative who is responsible for evaluating and reviewing information about each child and the child's family for the purpose of Child Protective Services (CPS) intervention regarding allegations of child abuse and neglect or significant risk, provision of remedial services, and permanency planning for the child. Professional who is able to provide expert opinion and assessment in court proceedings when required to do so.</p> <p>Gathers and assesses information and makes decisions regarding placement, service delivery, and the case plan per DCYF manual, ICW manual, or court order.</p>	<p>Trained community volunteer who reviews and evaluates information in order to represent the best interests of the child in juvenile court dependency, termination of parental rights, and adoption proceedings. Legal party who is appointed by the court to represent the best interests of the child until the case is dismissed by the court.</p> <p>Gathers information from all persons significant to the case and makes independent recommendations to the court based on a review of all information obtained and first hand review of the child's situation.</p>
<p>Works to provide reasonable efforts and to reunify the child with his/her family whenever appropriate and consistent with the child's paramount right to health, welfare, and safety. DCYF makes active efforts in ICW cases to honor the spirit and intent of the ICW act.</p>	<p>Advocates for a child's best interests at all times.</p>
<p>Normally, petitioning party of the action; carries burden of proof and must present sufficient evidence to support allegations of abuse or neglect or significant risk: makes recommendations regarding disposition of the case: required by law to develop a permanent plan of care for the child including reunification as the preferred permanency option when child can be safely reunified.</p>	<p>Appointed by the court and serves as the child's guardian ad litem in dependency action; presents factual information regarding the child/family situation and makes recommendations regarding disposition of the case.</p>
<p>Responsibilities include, but are not limited to, supporting children in their own homes, providing out-of-home placements, arranging visits, transporting children, communicating with foster parents, and ensuring a culturally relevant permanent plan for each child in the Department's care.</p>	<p>Responsibilities defined by statute and include gathering information the child's situation and reporting it to the court (RCW 13.34.105). Not responsible for other activities (e.g., supervising visits, selecting foster homes, transporting children), but may make recommendations on these issues.</p>

Provides ongoing professional assessments of family and child needs; makes specific referrals to address parental deficiencies and needs of child. Monitors parents' progress in service plans.	Monitors court orders for compliance and progress in services and brings to the court's attention any changes in circumstances that requires modification of these orders (RCW 13.34.105(c)).
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PROCESS RESPONSIBILITIES

DCYF WORKER	CASA WORKER
<p>Shares all information with the CASA worker as set forth in RCW 13.34.105, with the exception of records specified in RCW 13.50.100(7).</p> <p>Informs the CASA worker a minimum of twenty-four (24) hours in advance of any placement movement of the child unless in case of emergency. If a child is moved in an emergency, inform the CASA worker on the next business day after the move.</p> <p>Visits the child accordance with DCYF policy.</p> <p>Provides referrals and/or provides services to the child and family directly or through contracted service agencies within available resources. Monitors compliance and progress with services and reports to court.</p>	<p>Shares all information with all parties in accordance with RCW 13.50.100.</p> <p>Tracks placement history of the child and reports that history to the court.</p> <p>Has regular in person contact with the child sufficient to have in depth knowledge of the case, the child's progress, well-being, and appropriateness of placement, and to make fact based recommendations to the court unless the child is placed out of the jurisdiction.</p> <p>Recommends appropriate services for the child and family but does not provide services.</p>
Prepares a Comprehensive Family Evaluation and Court report for each child and provides the Court Report to all parties prior to court hearings in accordance with local court rules.	Prepares CASA court report and recommendations and provides to all parties prior to court hearings in accordance with local court rules.
Represents DCYF in providing services to child and family and implementing duties and policies of the department as set forth in statute, regulations, DCYF manuals and ICW manual.	Represents each child's best interests, which may be different from the child's specific wishes; is obligated to report to the court the child's stated interests.
Participates in Shared Planning meetings that pertain to the child and provides CASA worker and CASA program staff the opportunity and timely notification to participate in these meetings as well.	Invited to and participates in meetings that pertain to the assigned child, including but not limited to, Shared Planning meetings, administrative reviews, case staffing's, Child Protective Team (CPT's), Local Indian Child Welfare Advisory Committees (LICWAC), and Individual Education Plan meetings (IEP's).

Notifies the CASA worker of a CPS referral on open case (RCW 26.44.030(18)).	Mandated Reporter (RCW 26.44.030(1)(e)) on cases to which he/she is appointed as a CASA worker.
Notifies the child's Tribe of placement and court actions, per the Indian Child Welfare Act and Tribal/State Agreement if the Tribe does not take jurisdiction, involves the Tribe in case planning and decision-making and staff's tribal cases with LICWAC teams when required by department policy. Reports to the court information on the child's enrollment or membership information and the Departments compliance with the Indian Child Welfare Act. Follows the Indian Child Welfare manual.	Reports to the court information on the potential status of a child's membership in any Indian tribe or band (RCW 13.34.105(1)(d)). Provides information to a Tribe, tribal court, or Local Indian Child Welfare Advisory Committee as allowed by law. Receives training in the Indian Child Welfare Act and honors the spirit and intent of the law.
Works collaboratively with all parties.	Works collaboratively with all parties.

3. Training

Training is an important part of ensuring a positive working relationship between DCYF workers and CASA volunteers. Both DCYF and CASA programs have extensive initial and ongoing training requirements to help DCYF workers and CASA volunteers in performing their duties:

a. Department of Child, Youth, and Families (DCYF)

- (1) DCYF workers receive Regional Core Training (RCT), a structured learning program provided by the University of Washington (UW) Alliance that is the initial, intensive, task-orientated training preparing newly hired DCYF workers to assume basic job responsibilities. RCT starts on the first day of employment and lasts for 60 days.
- (2) DCYF supervisors are required to attend a forty-two (42) hour competency-based training program within their first year of hire. This Supervisors Core Training includes information and practice in areas such as clinical supervision, critical thinking and personnel.
- (3) After completing the first two (2) years of training requirements, DCYF workers and supervisors are expected to complete twenty (20) hours of training on an annual basis on topics related to child welfare practice. Workers also get specialized training in their program areas.

b. CASA

- (1) CASA volunteers are people with diverse educational levels, professions, backgrounds and experiences who are concerned about their communities' children and willing to commit time to volunteer on their behalf. CASA volunteers are required to complete a selection process that includes in-person interviews, personal reference checks, and a criminal background check prior to case assignment.
- (2) Basic training for CASA volunteer is mandated by statute (RCW 13.34.102), and includes thirty (30) hours of instruction on such topics as child abuse and neglect, permanence, diversity and cultural awareness, interviewing, the court system and procedures, court reports, ethics, domestic violence, personal safety, and supervision and case consultation. On-going in-service training (twelve (12) hours/year) for CASA volunteers is required per

local program policy and/or National CASA Standards.

c. JOINT TRAINING

In addition to the required training, both DCYF and Washington State CASA encourage participation in joint activities and training aimed at fostering greater expertise in areas of mutual concern. Recommendations for regular interaction and cross training include:

- (1) Training for all new DCYF workers at the Regional Core Training on the screening, training, and roles and responsibilities of CASA volunteers. Training to be provided by the Washington State CASA or local CASA program staff;
- (2) Training for all new CASA volunteers and staff on the required background, training, and roles and responsibilities of DCYF workers as part of core CASA training. Training to be presented with the assistance of DCYF staff and to be developed at the local level between local CASA programs and local DCYF offices;
- (3) Participation by both DCYF workers and CASA volunteers and staff in regional stakeholder summits or symposia where system improvements or outcomes for dependent children are discussed;
- (4) Invitations to participate in the in-service training offered by each local agency and in any other special training;
- (5) Regularly scheduled meetings between staff from the local DCYF and CASA offices, to facilitate better understanding of each other's operations and concerns, to develop joint training opportunities, and to exchange information on related child abuse and neglect issues and research;
- (6) Regional meetings between DCYF supervisors and CASA program management to provide an open forum for problem-solving current issues, examining trends, and identifying and planning suggested areas of joint training;
- (7) An invitation by DCYF and Washington State CASA to consult when either organization is deciding policy or protocol that has statewide impact on the other's work; and
- (8) Opportunities to revisit this Mutual Agreement or local agreements and to amend as needed.

4. COMMUNICATION

Communication between CASA volunteers and DCYF workers should be ongoing and responsive: assuring there is a clear understanding of the independent findings and recommendations of both parties.

a. Information Sharing

Both parties have legal responsibilities to fulfill regarding the health and welfare of each child, and the expectation there will be sharing of pertinent information in a timely manner. To facilitate open communication between DCYF and CASA programs, the following practices are strongly recommended:

- (1) The initial contact between the CASA and the DCYF worker occurs after the CASA is assigned to the case. The CASA is responsible for making the initial contact with the assigned DCYF worker via telephone, voice mail, letter, email, or in person. The DCYF

worker and CASA will set a time and manner for the CASA to receive and review all Department of Child, Youth, and Families records on the child, pursuant to RCW 13.34.105(3). The information shared should include:

- (a) Present location and telephone number of the child;
 - (b) Present location of the family; and
 - (c) All facts related to the status of the case.
- (2) CASA will have access to all case record information (RCW 13.34.105) *relating to the proceeding for which he/she is appointed as a guardian ad litem*, including but not limited to information in the hard file, handwritten case notes, electronic information such as information in FamLink and emails, etc.
 - (3) DCYF will allow CASA's to make an appointment at their local DCYF office to access, read, inspect and copy, if needed, any case records related to the proceeding for which he/she is appointed as guardian ad litem. The DCYF worker will make the file available to the CASA to inspect and copy. The CASA will not have access to DCYF attorney-client privileged information.
 - (4) A CASA may have access to the home study of a prospective adoptive parent or other caregiver of the child he/she is appointed to represent as GAL, if:
 - (a) The subject(s) of the home study provides written authorization for DCYF to disclose the home study to the CASA, RCW 26.33.340; or
 - (b) The CASA obtains an order from the court, after providing notice to the subject of the home study, requiring disclosure of the home study to the CASA. Guardian Ad Litem Rule 4(g). The CASA may ask the DCYF worker for assistance in requesting that prospective adoptive parent(s) or other caregivers sign an authorization for DCYF to provide for CASA access to the home study.
 - (5) The DCYF worker will respond in a timely manner to CASA requests for assistance with obtaining an authorization for release of the home study.
 - (6) To best serve the child and the family, the CASA and the DCYF worker assigned to the case should determine a monthly communication method and schedule for ongoing contact about the status of the case. In the event the child is of Indian heritage or descent, contact between the child's tribal social services or LICWAC should occur whenever possible.
 - (7) DCYF workers will protect the confidentiality of the CASA volunteer's personal phone number and address by using the CASA program phone number and address in oral and written communications.
 - (8) Both CASA volunteers and DCYF workers will share information **within twenty-four (24) hours** that significantly affects the child, including pending changes in a child's placement, new allegations concerning the safety and welfare of the child, and issues regarding visitation. RCW 26.44.030(20).
 - (9) The DCYF worker should use caution in ensuring client confidentiality when leaving

messages by phone or email. Detailed information should only be shared with the CASA or a representative from the CASA program. In the event a DCYF worker is unable to reach the CASA directly regarding canceled appointments, rescheduled/canceled court hearings or other time specific information, the DCYF worker will call the CASA program office. If a CASA is unable to reach a DCYF worker, the CASA will leave a message on voice mail or email and speak to the supervisor in the DCYF office.

(10) DCYF workers and CASA volunteers will share regular and timely information about non-emergent issues that affected the child, including:

- (a) Placement;
- (b) Progress in services and/or compliance with court orders; and
- (c) Child's medical, mental health and educational information.

(11) When a child's case is transferred between DCYF workers in DCYF, the newly assigned DCYF worker will contact the CASA within seventy-two (72) hours to notify him/her of the change and provide the new contact information.

b. Meetings

- (1) DCYF utilizes a shared planning meeting process to make the most appropriate decisions regarding the safety, permanency and well-being of the children served. **CASAs will be invited with adequate notification but no less than seventy-two (72) hours in advance to all Shared Planning and Child Protection Team Meetings** held regarding the child to whom the CASA is assigned. If an emergency shared planning meeting is called and seventy-two (72) hour advance notice is not possible, the DCYF worker will contact the CASA program when possible to inform them of the meeting.
- (2) DCYF will invite the CASA to all case-related meetings/staffing's not internal to DCYF or with the assigned AAG that are covered by attorney-client privilege, including Child Protection Team meetings. If, as a result of an internal meeting, the child's case plan is changed, the DCYF worker will share those results within seventy-two (72) hours with the CASA.
- (3) The CASA may initiate meetings/staffing's and shall invite the DCYF worker to all case related meetings/staffing's not internal to the CASA Program. Existing staffing framework should be used when at all possible to avoid increased workload for either the CASA or the DCYF worker.

c. Confidentiality

- (1) DCYF and Washington State CASA encourage as much open sharing of information as possible between DCYF workers and CASA volunteers. Statutory limitations on disclosure of information are in place to protect the privacy of children and their families and should not be used to prevent collaboration or information sharing among parties that will benefit children and families.
- (2) All information learned by CASA volunteers should remain confidential, as specified by state statute and by CASA program standards.
- (3) CASA volunteers have access to otherwise confidential information as identified in RCW 13.34.105(3), and may release information as specified in RCW 13.34.105(4), and shall release information as specified in RCW 13.34.105(5).

(4) Both CASAs and DCYF workers disclose information to other parties pursuant to RCW 13.50.100(7).

(5) The rules of discovery in civil cases apply to all parties in a dependency action.

5. CONFLICT RESOLUTION

a. While both DCYF workers and CASA volunteers are committed to quality work and the protection of children, there will be times when conflicts or misunderstandings occur that go beyond general disagreements in the case plan or information sharing. When such conflicts arise, efforts should be made to resolve problems at the earliest possible time.

b. The CASA volunteer and DCYF worker should attempt to mutually work through the problem first by direct contact. If not resolvable by direct contact, these concerns are to be brought to the attention of their immediate supervisors, via a chain-of-command process, as follows:

(1) The supervisors for both the CASA and the DCYF workers will facilitate a staffing or otherwise jointly determine the most effective method of resolving the conflict.

(2) Conferencing between DCYF's Area Manager and the local CASA program counterpart will occur if direct communication between the supervisors has not resolved the problem or if the DCYF supervisor has not been able to respond within twenty-four (24) - forty-eight (48) hours.

(3) Conferencing between DCYF's Regional Administrator and the local CASA program counterpart will occur if direct communication between all others has not resolved the problem.

(4) It is anticipated that most conflicts can be resolved through direct contact, the supervisory process, and joint meetings as needed. In the event resolution is not obtained, the DCYF Field Operations Director and the highest ranking CASA official in the CASA program involved in the dispute shall meet and attempt to resolve the conflict.

(5) If after going through the above described process, the issues are not resolved or there is not satisfaction with the resolution, CASA volunteers may contact the Department of Children, Youth, and Families Office of Constituent Relations in Olympia:

1-800-723-4831

360-902-8060

ConstRelations@dcyf.wa.gov

(6) Anyone may contact the Office of the Family and Children's Ombuds (OFCO) when they have a complaint or are unable to resolve a complaint. The "Ombuds" is a public official who serves as an independency voice for citizens who believe they have been treated unfairly by their government. The OFCO is an independent office within the Office of the Governor and can be reached at:

1-800-571-7321

<http://ofco.wa.gov>

6. AGREEMENT REVIEW

- a. This Agreement has a start date of July 1, 2019 and an end date of June 30, 2022.
- b. Either party may propose changes to this Statewide Agreement of Mutual Understanding at any time. Regardless of any other requests for changes, the Agreement shall be reviewed annually for possible revision. If a resolution cannot be reached regarding proposed changes to the Agreement, the Department of Children, Youth, and Families Secretary and the Washington State CASA Executive Director, shall meet to attempt to resolve the conflict.

7. GLOSSARY AND ACRONYMS

Child Protective Services: Responds to reports of suspected child abuse and neglect and provides services and/or placement if warranted.

Child and Family Welfare Services: Provides both out-of-home placement prevention and permanency planning services to children and families who may need help due to serious chronic problems, abuse and neglect Services are primarily available for cases transferring from CPS or FRS when the short-term services available through those programs are not successful in resolving the family's problems. Placement cases that extend beyond a court finding of dependency compose the majority of child welfare caseloads.

Department of Children, Youth, and Families (DCYF): Is a cabinet-level agency singularly focused on the well-being of children, youth, and families in Washington.

Dependency: A petition is filed with the juvenile court alleging that the child is dependent and that the child's health, safety, and welfare will be seriously endangered if not taken into custody. A dependent child is one who has been abandoned, has been abused or neglected, or has no capable parent or guardian.

Division of Children and Family Services: It is responsible for child protection, placement, and adoption services administered throughout Washington State.

Family Reconciliation Services: Available to families with adolescents who are experiencing conflicts, FRS consists of services devoted to maintaining the family as a unit and preventing out-of-home placement.

FamLink: Name given to DCYF Statewide Automated Child Welfare Information System.

Guardian Ad Litem: A person appointed by the court to represent the best interest of the child in dependency court proceedings. The two types of Guardians Ad Litem in dependency court cases are:

- Court Appointed Special Advocate (CASA), volunteer.
- Staff or contract GAL appointed and paid by the court.

Indian Child Welfare Services: Child welfare services provided to Indian children consistent with the federal Indian Child Welfare Act in areas of child protective services, foster care, dependency guardianship, termination of parental rights, and adoption proceedings.

Licensing Division: Is charged with the licensure and oversight of state licensed foster homes, group homes, and other child placement facilities, and is responsible for investigation of allegations of abuse and neglect in licensed care.