

**TRAUMA INFORMED SYSTEM OF CARE FOR CHILDREN AND YOUTH  
MEMORANDUM OF UNDERSTANDING BETWEEN  
YOLO COUNTY HEALTH AND HUMAN SERVICES AGENCY,  
YOLO COUNTY PROBATION,  
YOLO COUNTY OFFICE OF EDUCATION,  
YOLO COUNTY SPECIAL EDUCATION LOCAL PLAN AREA,  
YOLO COUNTY COURT APPOINTED SPECIAL ADVOCATES  
AND  
ALTA CALIFORNIA REGIONAL CENTER**

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## **(1) DECLARATION**

This Memorandum of Understanding (MOU) is effective as of April 16, 2021, by and between the Yolo County Health and Human Services Agency (HHSA), Yolo County Probation (Probation), Yolo County Office of Education (YCOE), Yolo County Special Education Local Plan Area (SELPA), Yolo County Court Appointed Special Advocates Program (CASA), and Alta California Regional Center (ACRC).

This Memorandum of Understanding (MOU) serves to meet the requirements of Assembly Bill 2083, which requires each county to develop and implement a MOU outlining the roles and responsibilities of the various local entities (partner agencies) that serve children and youth in foster care who have experienced severe trauma. The purpose of this MOU is to ensure that the partner agencies provide services to children, youth and families in an integrated, comprehensive, culturally responsive, evidence-based/best practice manner, regardless of how they enter the system. This MOU was created in collaboration with all partner agencies.

## **(2) BACKGROUND**

Assembly Bill 2083 (Chapter 815, Statutes of 2018, All County Letter 19-116, Behavioral Health Information Notice 19-053) requires each county to develop and implement a MOU outlining the roles and responsibilities of the various local entities (partner agencies) that serve children and youth in foster care who have experienced severe trauma. To the extent possible, the implementation of the MOU uses existing processes and structures within and across the partner agencies.

Pursuant to Assembly Bill 2083, there are eleven required components to this MOU:

- 1). Interagency Leadership Team (ILT)
- 2). Integrated Core Practice Model (ICPM)
- 3). Information and Data Sharing
- 4). Screening, Assessment, and Entry to Care
- 5). Child and Family Teaming
- 6). Interagency Placement Committee (IPC)
- 7). Alignment and Coordination of Services
- 8). Staff Recruitment, Training, and Coaching
- 9). Financial Resource Management
- 10). Dispute Resolution Process
- 11). Resource Families and Therapeutic Foster Care Services

### (3) INTERAGENCY LEADERSHIP TEAM (ILT)

<b>Current ILT Members:</b>	
Yolo County Health and Human Services Agency (HHSA)	HHSA Director Karen Larsen
Yolo County HHSA Child, Youth, and Family Branch (CYF)	CYF Branch Director, Karleen Jakowski
Yolo County Probation Department (Probation)	Chief Probation Officer Dan J. Fruchtenicht
Yolo County Office of Education (YCOE)	Superintendent of Schools Garth Lewis
Yolo County Special Education Local Plan Area (SELPA)	Assistant Superintendent Elizabeth Engelken
Yolo County Court Appointed Special Advocate Program (CASA)	Director Tracy Fauver
Alta California Regional Center (ACRC)	Deputy Executive Director Lori Banales

#### **Current Alternate Members:**

Yolo County Health and Human Services Agency	Tony Kildare
Yolo County HHSA Child, Youth, and Family Branch	Marisa Green
Yolo County Probation Department	Rachelle Gayton
Yolo County Office of Education	Mariah Ernst-Collins
Yolo County Special Education Local Plan Area	Lisa Young
Yolo County Court Appointed Special Advocate Program	Jennifer Boschee-Danzer
Alta California Regional Center	Tracy Brown

- 3.1** Yolo County Health and Human Services Agency (HHSA), Yolo County Probation (Probation), Yolo County Office of Education (YCOE), Yolo County Special Education Local Plan Area (SELPA), Yolo County Court Appointed Special Advocate Program (CASA), and Alta California Regional Center (“ACRC”) commit to participating in the Interagency Leadership Team (ILT) with representatives from each partner agency participating as members.
- 3.2** The ILT must, at minimum, have one representative from HHSA Child Welfare Services, HHSA Children’s Mental Health, Probation, YCOE, CASA, SELPA, and ACRC.
- 3.3** Each representative will serve a two-year term with the option for renewal.

- 3.4** Partner agencies may designate one alternate representative for their organization on an annual basis. The partner agency must inform the ILT if they intend to have an alternate representative for their organization in writing (which includes email).
- 3.5** The ILT will endeavor to include representation from the following sectors:
- (a) Youth/Family Voice.
    - (1) Foster youth advocacy (for example, California Youth Connection).
    - (2) Caregiver advocacy (to represent families of origin, foster parents, and adoptive parents).
  - (b) Tribal Authorities.
  - (c) Juvenile Courts.
  - (d) HHS Service Centers.
  - (e) Managed Care Organizations.
  - (f) Non-Profit Organizations with a Youth/Family Focus.
- 3.6** Representation of partner agencies on the ILT will be reviewed on an annual basis, pursuant to Section 3.8.1 of this MOU.
- 3.7** The ILT shall meet on a monthly basis, virtually or at an agreed upon location, with the option to reduce meeting frequency, but not below a minimum of quarterly meetings, if there is consensus amongst the partner agencies. Any member of the ILT shall be able to call a meeting at any time, as needed. The meetings shall have a preset agenda and be conducted in a collaborative facilitative model.
- 3.8** Standing agenda items for ILT meetings shall be:
- (a) Status of previous action items.
  - (b) Review of shared policy.
  - (c) Review of shared revenue opportunities.
  - (d) Data sharing.
  - (e) Review of indicators and active efforts to address disproportionality.
  - (f) Alignment of training resources.
  - (g) Communication with Interagency Placement Committee.
  - (h) Youth, family, and caregiver feedback and input.
  - (i) Community stakeholder feedback and input.
  - (j) Dispute Resolution.
- 3.9** The Child, Youth, and Family Branch of HHS (HHS CYF) shall be responsible for coordinating and scheduling ILT meetings, recording minutes, distributing minutes to ILT representatives and other appropriate stakeholders, and following up on the status of action items between meetings.

- 3.10** Each partner agency involved in the ILT shall be responsible for completing action items assigned to them.
- 3.11** Each partner agency in the ILT shall have voting rights. Each partner agency shall have one vote (one voting representative per partner agency) and decisions shall be decided by a majority vote. A quorum shall be necessary to transact business; 50% plus one of partner agency members shall constitute a quorum. In the event there is no quorum, any discussions which take place by those assembled shall be regarded as informal and nonbinding.
- 3.12** Communication with the ILT shall be through a designated point person within the HHS CYF, with the expectation that the point person will return all calls and emails within 24 business hours (3 workdays) or less.
- 3.13** The ILT is committed to the sharing of information, providing mutual training of staff, identifying and resolving conflicts, and identifying where in the child welfare or probation systems our partner agencies are working in silos and/or there are gaps in services, in order to develop a system that promotes safety and permanency for our children and youth, places them in the least restrictive environment/system/placement, and makes efforts to further reduce the traumatic experiences children and youth may face.
- 3.14** The ILT shall share the responsibility to reach out and include all stakeholders in Yolo County including Tribal partners, healthcare providers, Officers of the Court, Dependency Judges, Board of Supervisors, advocates for individuals with disabilities, and other community-based organizations.
- 3.15** All partner agencies included in the ILT commit to involving their managers, supervisors and line staff in the carrying out and complying with this System of Care MOU, including but not limited to overall coordination of services, sharing of information, providing feedback on current processes and procedures, and assisting in updating this MOU as needed.
- 3.16** The ILT shall review and update this MOU on an annual basis with input from line-level staff to ensure the needs of those working directly with children and families are being met and that the protocol set forth is accurate and utilized throughout all partner agencies.

## **(4) INTEGRATED CORE PRACTICE MODEL (ICPM)**

The Integrated Core Practice Model (ICPM) is a guide that captures the effective and essential principles and practices for serving children and youth in child welfare, behavioral health, juvenile probation, office of education and local regional center. Derived from a compilation of Pathways to Well-Being Services, the ICPM is an enhanced rendition of previous service models that moves from working in an individual system/agency to working in a cross-system collaborative environment.

### ICPM values:

- Family-driven and child/youth-guided
- Community-based
- Culturally and linguistically competent

### ICPM practice principles:

- Family voice and choice
- Team-based
- Natural supports
- Collaboration and integration
- Community-based
- Culturally respectful
- Individualized
- Strengths-based
- Persistence
- Outcomes-based

All parties agree to the following:

- 4.1** Become familiarized with the ICPM framework.
- 4.2** Adopt the values and principles of the ICPM.
- 4.3** Understand and adopt the practices of the ICPM framework.
- 4.4** Utilize the standards of the ICPM in committing to timely, effective, and collaborative services to children, youth, and families.
- 4.5** Commit to training all staff and appropriate contracted stakeholders in the ICPM framework.
- 4.6** Arrange for initial and on-going training to include staff from all parties to build interagency rapport and collaboration.

**4.7** Include the following statement, whenever possible, in program descriptions and in contracts with appropriate stakeholders (when relevant or related to the services provided):

(a) The Integrated Core Practice Model (ICPM) is a statewide effort that sets practices and principles for children, youth and families served by both the child welfare and the mental health system that promotes a set of values, principles, and practices that is meant to be shared by all who support children, youth and families involved in the child welfare system, including, but not limited to education, probation, regional centers, drug and alcohol, and other health and human services agencies or legal systems with which the child or youth is involved.

**4.8** Include the following statement, whenever possible, in program descriptions and in contracts with appropriate stakeholders (when relevant or related to the services provided):

(a) Trauma-Informed Care (TIC) is an approach that assumes that an individual is more likely than not to have a history of trauma. TIC recognizes the presence of trauma symptoms and acknowledges the role trauma may play in an individual's life- including service staff. TIC understands and considers the pervasive nature of trauma and promotes environments of healing and recovery rather than practices and services that may inadvertently re-traumatize. TIC practices and principles are meant to be shared by all who support children, youth and families involved in the child welfare system, including, but not limited to education, probation, regional centers, drug and alcohol, and other health and human services agencies or legal systems with which the child or youth is involved.

**4.9** Integrate the fundamental principles of the Continuum of Care Reform (CCR) which includes:

- (a) Permanency;
- (b) Inclusion of the child or youth and their experiences into assessment, placement, and service planning;
- (c) Minimize placement changes;
- (d) Each agency shall support and surround the child or youth with needed services, resources, and support rather than require the child or youth to navigate multiple systems; and
- (e) System partners will collaborate for least restrictive living environments with lifelong familial relationships for children and youth and agree that congregate care is designed to be a short term living environment.

## **(5) INFORMATION AND DATA SHARING**

- 5.1** All parties are committed to data and information sharing to the extent permitted under state and federal law (including, but not limited to, Welfare and Institutions (W&I) Code section 5328; Civil Code section 56.10; 20 U.S.C. § 1232g and 34 CFR Part 99 (FERPA); the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). The sharing of information between all agencies, to focus on what is best for the child, youth and family, is a vital part of ensuring that children and youth are placed/maintained in the appropriate system and at the lowest level of care possible and provided treatment and services, education, and support based on all of the relevant information regarding the child, youth and/or family.
- 5.2** All parties agree to share necessary client information as permitted under AB 2083, Multi-Disciplinary Team (MDT) W&I codes, and applicable federal and state laws, as referenced in Section 14.3 of this MOU.
- 5.3** All parties agree to destroy or return information/data once the purpose for which it was disclosed or exchanged is satisfied.
- 5.4** The shared/exchanged information shall be confidential and not available to the public.
- 5.5** ILT member partner agencies, the Interagency Placement Committee (IPC), the MDT, and the Child and Family Team (CFT) shall all comply with the applicable statutory confidentiality rules for that committee or team.
- 5.6** ILT member partner agencies shall continue to refine, as needed, the existing process, jointly developed with all partner agencies, for the disclosure and exchange of information and data for children and youth served pursuant to this MOU, in compliance with legal requirements such as the Health Insurance Portability and Accountability Act (HIPAA) and the Family Educational Rights and Privacy Act (FERPA).
- 5.7** Partner agencies shall utilize a shared and common release of information to disclose or exchange information regarding children and youth at multidisciplinary meetings.
- 5.8** YCOE shall establish a mechanism to facilitate transfer of educational records between educational institutions when placement changes are necessary.



- 5.9** The Foster Youth Services Coordinating Program (FYSCP) of YCOE shall provide education-related information to all partner agencies to assist in delivering services to children and youth, including, but not limited to, educational status and progress information required for inclusion in court reports pursuant to W&I Code section 16010.

## **(6) SCREENING, ASSESSMENT, AND ENTRY TO CARE**

- 6.1** The partner agencies shall become knowledgeable of early intervention resources for Yolo County children, youth, and families (including, but not limited to):
- (a) Help Me Grow;
  - (b) Yolo Crisis Nursery;
  - (c) Family Resource Centers;
  - (d) Empower Yolo;
  - (e) Yolo Conflict Resolution Center;
  - (f) ACRC Early Intervention Services; and
  - (g) Road to Resilience.
- 6.2** The partner agencies shall become knowledgeable of the screening, assessment, and entry to care procedures of all other agencies serving children and youth.
- 6.3** The partner agencies shall assure that each of these screening systems coordinate with each other, share client information cooperatively to help facilitate assessment and entry to care, or to expedite eligibility into the system to minimize or prevent duplicative evaluations, interviews, or assessments.
- 6.4** The partner agencies shall support a policy for coordinated service planning among the parties that will consistently meet applicable laws and address the individual needs of each child or youth and their family, such as ensuring the participation and inclusion of child or youth and family. Efforts will be made to reduce the number of meetings for the child or youth and family to assist in service planning (i.e. CFT, IFSP, IPP, IEP, 504) and the parties agree to conduct joint meetings whenever feasible.
- 6.5** The partner agencies shall share placement resources and support services for eligible children and youth. This will include the sharing of family, relative and non-related extended family member (NREFM) information with appropriate releases to support familial connections and potential placements for the child or youth.
- 6.6** The partner agencies shall share assessment results to support coordinated service planning at multidisciplinary team (MDT) meetings, including, but not limited to the

Interagency Placement Committee (IPC), Wraparound Oversight Committee, and Commercial Sexual Exploitation of Children multidisciplinary team (CSEC MDT).

- 6.7** Child Welfare, Probation, and Behavioral Health shall ensure adherence to the requirements for implementing the CANS assessment within a Child and Family Team (CFT), including the sharing of the CANS assessment, as specified in ACLs 18-09, 18-81, and 18-85.
- 6.8** The partner agencies shall collaborate in the screening and assessment process, sharing the results of the assessment tools utilized by each agency, such as the Child and Adolescent Needs and Strengths (CANS) assessment, the Commercial Sexual Exploitation Identification Tool (CSE-IT), and the Ohio Youth Assessment System (OYAS). The child or youth and their family or caregivers shall be informed of the process for and the results of screenings and assessments. They will also be included in the planning of services necessary to meet identified needs.
- 6.9** Each partner agency shall follow the mandates for timelines specific to screenings, assessments, and access to services and resources. (See Appendix 2.)

## **(7) CHILD AND FAMILY TEAMING**

- 7.1** Staff from placing agencies and from behavioral health shall conduct Child and Family Team Meetings (CFTM) in accordance with the law, including but not limited to, as follows:
  - (a) Within the first 60 days of initial placement;
  - (b) Every 6 months thereafter, or every 90 days thereafter if the child or youth is receiving Specialty Mental Health Services (SMHS) such as Intensive Home Base Services (IHBS), Intensive Care Coordination (ICC), and/or Therapeutic Behavioral Services (TBS);
  - (c) Prior to or after a change in placement;
  - (d) When there is a significant change in the child, youth or family circumstances; and
  - (e) CANS assessments will be implemented in accordance with statutory guidelines. (See MOU section 6.1.6.)
- 7.2** HHSA is responsible for facilitating CFTMs for children and youth under their care, or is responsible for contracting with an outside agency to facilitate CFTMs.
- 7.3** Probation is responsible for facilitating CFTMs for youth under their care, or is responsible for contracting with an outside agency to facilitate CFTMs. Probation and

HHSA can agree to contract with the same agency to facilitate CFTMs for youth under both systems.

- 7.4** HHSA will facilitate CFTMs, if appropriate, or ensure CFTMs are facilitated through contracted mental health providers, if the child or youth is solely receiving SMHS.
- 7.5** The social worker or probation officer shall request the initial CFTM through the referral process within each agency. After the initial CFTM, CFTMs can be convened at the request of any member of the CFT, including the child or youth. Any person directly involved in the care of or providing services to the child or youth may convene a CFTM by contacting either HHSA or Probation.
- 7.6** Partner agencies shall agree to invite all members of CFTs to CFTMs and will agree that a CFTM should not occur unless critical members, including child welfare, Probation, behavioral health, education and CASA are invited.
- 7.7** Potential Attendees of CFTMs include:
- (a) Child/Youth (MANDATORY).
  - (b) Family Members (MANDATORY IF AVAILABLE).
  - (c) Informal Supports.
  - (d) CASA (pursuant to SB 925, must be invited unless child or youth objects)
  - (e) Tribal partners.
  - (f) CFT Facilitator.
  - (g) Social Worker.
  - (h) Probation Officer.
  - (i) Mental Health Clinician.
  - (j) ACRC staff.
  - (k) Local Education Agency.
  - (l) Foster Family Agency (FFA) worker.
  - (m) Resource Family.
  - (n) STRTP staff.
- 7.8** Partner agencies shall agree to attend and participate as a cross-system planning and coordination team to assure the one team process with collaboration and communication in the best interests of the child or youth. Partner agencies shall provide relevant information as requested, participate in the planning and development of services and support, and provide services and support to eligible children and youth.
- 7.9** All parties agree to commit to improving systems where the lowest level of care is identified. Continued efforts should be made where children, youth, and families

have access to Wraparound (WRAP) and intensive care services, including Intensive Care Coordination (ICC), Intensive Home-Based Services (IHBS), and Therapeutic Behavioral Services (TBS).

## **(8) INTERAGENCY PLACEMENT COMMITTEE**

- 8.1** Partner agency managers or other qualified staff shall jointly convene and administer an Interagency Placement Committee (IPC), as required by state law. The IPC will conduct the following activities in pursuit of the shared goals of this MOU:
- (a) Review at-promise children and youth;
  - (b) Review requests for STRTP placement;
  - (c) Review requests for out-of-state placement (if permitted by law);
  - (d) Perform second-level reviews of cases in which a child or youth has been in STRTP or other Congregate Care settings beyond the timeframes specified in ACL 17-122; and
  - (e) Provide the Interagency Leadership Team with ongoing reports regarding Quality Improvement on service/systems, need for new or redesigned service delivery, areas for improvement, and on the status of implementation of the agency's Integrated Core Practice Model ICPM.
- 8.2** The IPC members include Department Heads, or their designee, from the following agencies:
- (a) ACRC.
  - (b) CASA.
  - (c) HHS Child, Youth, and Family Branch:
    - (1) Behavioral Health; and
    - (2) Child Welfare Services.
  - (d) Probation.
  - (e) SELPA.
  - (f) YCOE.
- 8.3** Representatives from the following agencies may be invited to participate in the IPC when determined necessary by the members of the IPC:
- (a) Contracted behavioral health providers; and
  - (b) Child or youth's tribal representative and/or local tribal representative as applicable.

- 8.4** The IPC shall meet weekly, and as necessary, to carry out its functions. The functions include but are not limited to:
- (a) HHSA will facilitate the IPC schedule, agenda, and communication with all parties. Any party may request for children or youth to be on the agenda.
  - (b) Review requests for out of home placement, including level of care and services, considering all options for the child or youth and recommending the lowest level of care that is appropriate to meet the needs of the child or youth.
    - (1) If a recommendation for out of home placement is made, the placing agency shall utilize the lowest level of care possible, not to exceed the recommended level of care proposed by the IPC.
  - (c) Review requests for other levels of care and programs including, but not limited to, imminent risk of placement, Wraparound services, Intensive Services Foster Care (ISFC), and Therapeutic Foster Care (TFC).
  - (d) Identify support for the child, youth and family when the child or youth is between placements.
  - (e) Review the child or youth's history, assessments, evaluations conducted by system partners and others, and current services and needs.
  - (f) Assist in the creation and monitoring of transition plans for each child or youth within 30 days of placement. This plan shall be regularly reviewed with the child or youth's treatment team and will include the following:
    - (1) Current status of the child or youth;
    - (2) Progress of the child or youth in placement, including current treatment and services;
    - (3) Transition/permanency plan for each child or youth with target dates; and
    - (4) Family reunification planning and efforts.
  - (g) Monitor all children and youth in a STRTP to support transition upon completion of treatment.
  - (h) Establish a process for engaging the Alta California Regional Center (ACRC) to outreach to other regional centers and/or the Department of Developmental Services (DDS) for options outside of the ACRC catchment area.
- 8.5** IPC will use a consensus model for decision-making. Decisions and/or recommendations by the IPC will become the recommendations of the responsible department, division or unit of the partner agency which referred the child or youth.
- 8.6** Any involved staff member associated with the child or youth's care who disagrees with the IPC recommended action may raise an objection to the recommended action or may advocate for a different action through the use of the appeal process as outlined herein.

- 8.7** Upon IPC approval for placement of a child in a STRTP, the referring agency shall complete the IPC STRTP certification letter and obtain necessary signatures.
- 8.8** **IPC Case Specific Appeals:** Appeals of child/youth/family or case specific IPC recommendations or decisions shall be made, immediately following the IPC meeting or, if not possible, within two working days, as follows:
- (a) The staff member wishing to appeal the IPC recommendation(s) shall notify their respective manager/IPC representative. Staff shall complete a brief memo describing what the desired action was, the reason(s) for it, and shall attach the IPC minutes to the appeal memo. The manager/IPC representative will add additional remarks reflecting the factors that the IPC considered when making its recommendation(s).
  - (b) The IPC representative shall forward the appeal to the Chief Probation Officer, the Child Welfare Director and the ILT Administrator within 24 hours.
  - (c) When a staff member wishes to appeal an IPC related 241.1 recommendation, the appeal should only be considered prior to the memo being filed with the court. Once the memo is filed with the court, no appeal may be made.
  - (d) If an appeal is made and cannot be resolved between the senior staff as outlined above, the ILT will review the appeal and invite stakeholders to present information, as necessary. The ILT, except for the judicial officers, shall hear the appeal. The decision of the appeal panel will be made by majority vote. The decision of the appeal panel will be final. It is expected that all staff shall accept and follow the decision of the appeal panel as their recommendation to the court.

## **(9) ALIGNMENT AND COORDINATION OF SERVICES**

- 9.1** All parties are committed to the alignment and coordination of services to be implemented and supported with fidelity to the ICPM with system planning and processes carried out by the CFT, ILT, and IPC.
- 9.2** Using a team-based approach, collaborating agencies are equal partners and remain well-informed of individual roles and responsibilities. Care planning is not meant to be prescriptive, but rather an investigative process that is responsive to the unique circumstances and needs of each child, youth, and family. Alignment and coordination of services includes the following:
- (a) Partner agencies shall collaborate to conduct assessments to identify the specific needs and strengths of the child and their family. The use of a communimetric

assessment tool (such as the CANS) and/or a risk assessment tool (such as the Ohio Youth Assessment System) will be prioritized for this purpose. Assessment results will be disclosed and exchanged within MDTs.

- (b) Partner agencies shall discuss, identify, and assist in locating services and community support that the child or youth and their family require to address the challenges they face. Services and support include but are not limited to educational, health, mental health, substance abuse, placement, and regional center services. The team will consult with the tribal representatives, when applicable, to identify services/resources available for Native American children. Team members shall be knowledgeable of the continuum of program and service options available through their respective agencies.
- (c) Partner agencies shall identify the appropriate partner agency, or agencies, to provide the services identified or connect the child and family to community supports to address the identified needs.
- (d) The multi-agency plan of support for the child or youth and family will prioritize consideration of the child or youth and family's voice and choice, language and culture in order to increase the likelihood of achieving desired outcomes. It will also prioritize coordination and integration of services between agencies to avoid duplication, reduce confusion for families, and to avoid working at odds with each other and unintentionally undermining the efforts of other agencies working to support the child or youth and family.
- (e) HHS and YCOE shall develop an MOU to improve collaboration and maximize capacity to ensure that all Yolo County foster youth receive support for educational opportunities. Such MOU will outline the roles and responsibilities for HHS and YCOE and formalize the existing partnership to achieve mutually agreed upon goals and outcomes including, but not limited to, information sharing, joint problem solving, leveraging funding, and improving overall communication and collaboration.
- (f) All Yolo County School Districts (Davis, Esparto, Washington, Winters, and Woodland), YCOE, and HHS are partners in a memorandum of understanding that ensures that students have transportation to their school of origin while the best interests determination is pending, pending resolution of any dispute regarding school of origin rights, and when it is determined to be in the child or youth's best interest to remain in their school of origin (please refer to Appendix 4).

**9.3** The IPC shall regularly review, as a team, the approved and utilized Resource Families, Foster Family Agencies, Children's Residential Programs, and STRTPs to ensure that children and youth are placed in settings deemed effective and that are in the best interests for children and youth.

**9.4** All parties will commit to ongoing mutual training to assist with alignment and coordination efforts.

- 9.5** The ILT shall convene regularly to review policies and procedures, practices, and evaluate effectiveness to increase alignment for the benefit of the children, youth, and families served.

## **(10) STAFF RECRUITMENT, TRAINING, AND COACHING**

- 10.1** All Parties are committed to cross training of staff with various County systems training together and a collaborative approach to allow for training consistency and ICPM fidelity, including, but not limited to, the following:
- (a) Training direct service staff members on the ICPM.
  - (b) TIC that supports collaborative work and improving outcomes for children, youth and their families. Items to be covered are Adverse Childhood Experiences (ACES), the understanding and consideration of the pervasive nature of trauma, and how to incorporate this knowledge into case work, meetings, client interaction and community outreach.
  - (c) Implicit/explicit bias trainings that acknowledge the difference between beliefs or attitudes that are concealed and automatically activated, and those that an individual is consciously aware of.
  - (d) Delivery of in-service staff training from the participating agency systems. In-service shall be provided either in person or via mutually agreed upon virtual meeting or webinar platforms.
  - (e) Participation in regional or state-wide training opportunities as a team to increase coaching and to strengthen the ILT. The purpose will be continuous quality improvement by building and sustaining a strong collaboration within an integrated team.
  - (f) Establish timelines for the review this MOU for all new direct service staff within participating agencies.
  - (g) Establish timelines for training all new direct service staff within participating agencies. Whenever feasible, new staff from participating agencies will be trained together to allow for consistency and team building between agencies.
- 10.2** Each partnered agency will commit to trauma-informed care practices and collaborative work with partner agencies to improve outcomes for children, youth, and families.
- 10.3** Each ILT member or their designee will provide crosswalk trainings of their respective system roles and responsibilities.
- 10.4** Each ILT member or their designee agrees to provide coaching to other agencies upon request.



## **(11) FINANCIAL RESOURCE MANAGEMENT**

- 11.1** All parties shall pay for services to support the child or youth and their family that are eligible for services in their system.
- 11.2** There is a shared commitment from all parties to leverage and maximize cross-system funding to develop and expand effective programs to support children, youth, and families.
- 11.3** There is a shared commitment from each party to leverage resources of each eligible child or youth that will increase appropriate care and services to meet the unique and individual needs of the child or youth and their family.
- 11.4** All parties commit to cross system training to ensure staff understand available resources including limitations and County and local understanding regarding use of funds. This should include each partner agency's utilization of foster care specific funding and internal agency processes in an effort to educate and support children, youth and families in the most effective and efficient manner.
- 11.5** All parties are committed to the ILT members, or designees, assisting in providing funding information for the MOU and training purposes.
- 11.6** Notwithstanding the generally categorical nature of each party's revenues, partner agencies shall inform the ILT about available funding, State and Federal revenues including ongoing funding, one-time funding opportunities, revenue enhancements, requests for proposals (RFP), and grant opportunities for programs and services for children, youth, and families.
- 11.7** Funding may consist of federal, state, local, or private resources within the discretion of all parties, and will be sought or applied for, planned, monitored and distributed according to joint decisions of the ILT. Funding decisions subject to approval by the governing body of each party shall be brought to those governing bodies with a recommendation to approve the joint decision of the ILT.

## **(12) DISPUTE RESOLUTION PROCESS**

- 12.1** ILT members shall prioritize an atmosphere of courtesy, mutual dignity, respect, and professionalism. Partner agencies shall attempt in good faith to resolve any dispute or disagreement arising out of this MOU.

- 12.2** All parties agree to resolve disputes at the lowest staffing level possible. Disputes shall first be reviewed by applicable supervisors. If a resolution cannot be achieved at the supervisor level, disputes shall proceed up the chain of command within the applicable agency, ending with the ILT, until a resolution is achieved.
- 12.3** ILT members shall utilize the following tiered decision-making process:
- (a) Collaboration.
  - (b) Negotiation.
  - (c) Consensus.
  - (d) Mediation.
  - (e) Vote.
- 12.4** ILT members shall work together to achieve consensus by using collaboration and negotiation. If mediation becomes necessary, the ILT meeting facilitator may function in the role of mediator within the ILT meeting. If the meeting facilitator is one of the parties involved in the dispute, the ILT members shall designate another ILT member to function in the mediator role.
- 12.5** If a consensus cannot be reached following collaboration, negotiation, and mediation, decisions shall be made by a majority vote of the ILT members. Any member of the ILT may propose a motion to hold a vote. If another ILT member seconds the proposed motion, the meeting facilitator shall have the role and responsibility of announcing and declaring the vote. The resulting recommendation shall be recorded in the meeting notes.
- 12.6** An ILT member may request the matter be calendared for discussion at a later date or time if it appears the parties are not likely to come to a timely resolution.
- 12.7** For disputes typically associated with policy, direction, sharing of resources, strategy or related cross agency issues, Directors, Chiefs, and Department Heads shall seek to settle such disputes by focusing on the shared vision, values, and practices of this MOU.
- 12.8** Performance of this MOU shall continue during any necessary dispute proceeding or any other dispute resolution mechanism.

## **(13) RESOURCE FAMILIES AND THERAPEUTIC FOSTER CARE SERVICES**

- 13.1** All parties shall practice collaborative, uniform and consistent efforts to recruit, train and support professional Resource Family caregivers including Intensive Service

Foster Care (ISFC) and Therapeutic Foster Care (TFC) certified caregivers in order to foster safe, permanent, and healthy out-of-home placement when necessary.

- 13.2** All parties agree to share necessary information and processes required to support recruitment and retention efforts including, but not limited to, joint review of FFA Program Statements and applications, joint investigation of complaints or grievances, joint drafting and execution or contracts with providers, and jointly delivering technical assistance and oversight, including on-site reviews of programs and services.
- 13.3** All parties are committed to continuing to develop and utilize Resource Families for our children and youth including, but not limited to:
- (a) Mutual recruitment efforts.
  - (b) On-going communication with Resource Families and FFAs.
  - (c) Identifying and addressing barriers to recruitment and/or placement with Resource Families, FFAs, ISFC placements and TFC placements.
  - (d) Training of Resource Families, FFAs ISFC placements and TFC placements.
  - (e) Identifying and placing children and youth in out of County ISFC and TFC placements, when necessary and appropriate.
- 13.4** All Parties commit to place our children and youth in Yolo County or as close to Yolo County as possible, unless relatives live outside of Yolo County and are deemed appropriate placement. All parties shall utilize partner agencies to assist in the placement with relatives located outside of Yolo County, including the use of dual jurisdiction or change in jurisdiction to another party agency, when appropriate.

## **(14) GENERAL PROVISIONS**

- 14.1 INDEMNIFICATION:** Each party shall indemnify, defend, and hold harmless the other party, its elected officials, officers, board members, agents, employees, volunteers and authorized representatives from and against any and all claims, liabilities, and losses whatsoever (including, but not limited to, claims, liens, causes of action, judgments, expenses, damages to property and injuries to or death of persons) occurring or resulting to any and all persons, firms, or corporations to the extent such claims, liabilities, and losses arise out of or are connected to the indemnifying party's action or inaction related to this MOU.
- 14.2 INSURANCE PROVISIONS:** The parties shall produce and maintain for the duration of this MOU insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder

and the results of that work by the respective parties, their agents, representatives, employees or subcontractors.

**14.3 CONFIDENTIALITY AND RECORDS:** Client information shall only be shared with those that have a right and business need to know. Sharing of client information shall be conducted in a manner that discloses the least amount of information needed by the requestor to conduct official business.

- (a) All information and records obtained in the course of providing services under this MOU shall be confidential, and all parties and all parties' employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of client information including, but not limited to:
  - (1) California Welfare and Institutions (W&I) Code sections 827, 5328, 10850, and 14100.2;
  - (2) Division 9 of the California Department of Social Services Manual of Policies and Procedures;
  - (3) California Health and Safety Code sections 11845.5 and 11812;
  - (4) 22 California Code of Regulations section 51009;
  - (5) California Civil Code section 56.10;
  - (6) Family Educational Rights and Privacy Act, 34 Code of Federal Relations (CFR) §99 (FERPA);
  - (7) Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations adopted pursuant thereto;
  - (8) Public Law 104-191 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH), as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009;
  - (9) Title 42, Code of Federal Regulations, Part 2;
  - (10) Title 45, Code of Federal Regulations, section 205.50; and
  - (11) All other applicable provisions of law which provide for the confidentiality of records and prohibit their examination for any purpose not directly connected with the administration of public social services.
- (b) All applicable regulations and statutes relating to client's rights shall be adhered to.
- (c) Confidential information gained by partner agencies from access to records or from contact with clients or complainants, shall be used by system partners only in connection with its conduct under this MOU.
- (d) Whether or not covered by W&I Code § 10850 or by 45 CFR § 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure.

- (e) No list of persons receiving services under this MOU shall be published, disclosed, or used for any purpose other than for the direct administration of providing such services or other uses authorized by law that are not in conflict with requirements of confidentiality.
- (f) Failure to adequately protect the confidentiality of client records may result in disciplinary action against all parties involved in such failure.
- (g) This provision shall survive the termination, expiration, or cancellation of this MOU.

**14.4 MAINTENANCE AND AVAILABILITY OF RECORDS:** All partner agencies shall prepare and maintain all reports and records required by federal or state rules and regulations and shall furnish such reports and records to all system partners and the state and federal governments, upon request.

**14.5 RETENTION OF RECORDS:** All system partners shall maintain and preserve all records related to this MOU and shall assure the maintenance of such records in the possession of any third-party performing work related to this MOU.

**14.6 TERM:** The initial term of this MOU shall be for one year beginning on the date this MOU is fully executed. The term of this MOU shall be automatically renewed for two additional one-year terms at the end of the initial term, under the same terms and conditions unless written notice of non-renewal is provided by any party at least 30 days prior to the expiration of the initial term or the then current term.

(a) This MOU may only be terminated through written notice 30 days in advance of intent to withdraw from the MOU being provided to all other Parties.

**14.7 NON-BINDING AGREEMENT:** This is a joint policy declaration and is neither an enforceable binding contract nor a funding encumbrance for actual projects. Any projects where an enforceable contract is intended or involving a funding encumbrance will be addressed by separate agreement.

**14.8 Counterparts/Electronic, Facsimile, and PDF Signatures:** This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party to this MOU agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this MOU. The parties further agree that the electronic signatures of the parties included in this MOU are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the

CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

**14.9 Miscellaneous Provisions:**

- (a) No changes, amendments, or alterations to this MOU shall be effective unless in writing and signed by all parties.
- (b) The headings that appear in this MOU are for reference purposes only and shall not affect the meaning or construction of this MOU.
- (c) If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this MOU and the provisions of any of this MOU's exhibits or appendices, the provisions of this MOU shall govern.

**(15) NOTICES**

Notice to parties in connection with this MOU shall be given personally or by regular mail addressed as follows.

Karen Larsen, Director  
Yolo County Health and Human Services Agency  
137 North Cottonwood Street  
Woodland, CA 95695

With a copy to:  
County Counsel  
County of Yolo  
625 Court Street #201  
Woodland, CA 9569

Danin Fruchtenicht, Chief  
Yolo County Probation Department  
725 Court Street  
Woodland, CA 95695

With a copy to:  
County Counsel  
County of Yolo  
625 Court Street #201  
Woodland, CA 95695

Karleen Jakowski, Branch Director  
Yolo County Health and Human Services Agency  
137 North Cottonwood Street  
Woodland, CA 95695

With a copy to:  
County Counsel  
County of Yolo  
625 Court Street #201  
Woodland, CA 9569

Garth Lewis, Superintendent  
Yolo County Office of Education  
1280 Santa Anita Court # 100  
Woodland, CA 95776

Elizabeth Engelken, Assistant Superintendent  
Yolo County Special Education Local Plan Area  
1280 Santa Anita Court # 100  
Woodland, CA 95776

Tracy Fauver, Executive Director  
Yolo County Court Appointed Special Advocates  
724 Main Street #101  
Woodland, CA 95695

Lori Banales, Deputy Executive Director  
Alta California Regional Center  
283 West Court Street, Suite B  
Woodland, CA 95695

IN WITNESS WHEREOF, the parties hereto have executed this MOU on April 16, 2021.



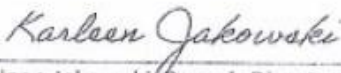
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Karen Larsen, Director  
Yolo County Health and Human Services Agency



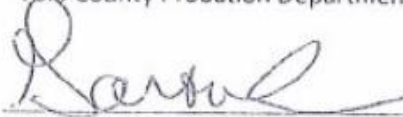
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Danin Fruchtenicht, Chief  
Yolo County Probation Department



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Karleen Jakowski, Branch Director  
Yolo County Health and Human Services Agency



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Garth Lewis, Superintendent  
Yolo County Office of Education



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Tracy Fauver, Executive Director  
Yolo County Court Appointed Special Advocates



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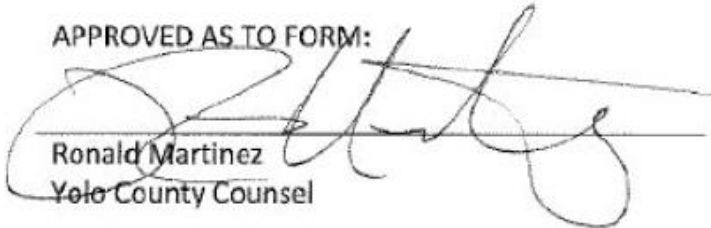
Lori Banales, Deputy Executive Director  
Alta California Regional Center



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Elizabeth Engelken, Assistant Superintendent  
Yolo County Special Education Local Plan Area

APPROVED AS TO FORM:



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Ronald Martinez  
Yolo County Counsel

## **(16) Appendix 1: Acronyms/Abbreviations Reference**

ACRC	Alta California Regional Center
CANS	Child and Adolescent Needs and Strengths
CASA	Yolo County Court Appointed Special Advocates Program
CFT	Child and Family Team
CFTM	Child and Family Team Meeting
DDS	Department of Developmental Services
FFA	Foster Family Agency
HHSA	Yolo County Health and Human Services Agency
ICC	Intensive Care Coordination
ICPM	Integrated Core Practice Model
IHBS	Intensive Home Based Services
ILT	Interagency Leadership Team
IPP	Individual Program Plan
ISFC	Intensive Services Foster Care
LEA	Local Education Agency
MDT	Multidisciplinary Team
MHP	Mental Health Plan
MHST	Mental Health Screening Tool
MOU	Memorandum of Understanding
MTSS	Multi-Tiered System of Support
OYAS	Ohio Youth Assessment System
Probation	Yolo County Probation
SELPA	Special Education Local Plan Area
SMHS	Specialty Mental Health Services
STRTP	Short-Term Residential Therapeutic Program
TBS	Therapeutic Behavioral Services
TFC	Therapeutic Foster Care
WIC	Welfare and Institutions Code
YCOE	Yolo County Office of Education



## (17) Appendix 2: Partner System Timelines

- **Alta California Regional Center**
  - **Early Start (age 0-3 years)**
    - Within forty-five (45) days, the regional center or local educational agency will:
      - Assign a Service Coordinator
      - Obtain parental consent
      - Schedule & complete evaluations
      - Develop an individualized Family Service Plan (IFSP) to develop strengths and services
      - Provide services in home or community setting
  - **Lanterman (age 3 and up)**
    - Client first contact / referral submission
    - Intake Coordinator calls to gather additional information related to disability within fifteen (15) Business Days
    - Intake Specialist assigned will call to schedule intake meeting to learn about family, developmental history, and special needs.
    - Within 120 days, any assessment needed to determine eligibility will be completed; family/agency notified if child has been found eligible to receive ACRC services.
    - ACRC assigned Service Coordinator assigned to work with you will contact you within sixty (60) days.
- **Yolo County HHSA Child, Youth, & Family Branch, Behavioral Health Services (Internal and External Contractor Requirements):**
  - *Early Periodic Screening Diagnosis Treatment*
    - Child, Youth, & Family Access Team will screen/triage clients and refer to appropriate services
    - Contractor will evaluate and assess each client for medically necessary services within fourteen (14) days of referral.
    - Client plans to be completed during client's first visit for on-going services following initial assessment, but in no case later than before the third visit following assessment. Crisis residential staff to complete document within seventy-two (72) hours of client's admission.
    - Client plans to be updated every six (6) months or sooner as is appropriate per case situation.

- All updates to be completed during the thirty (30) day window period prior to the Plan's expiration.
  - Contractor will submit authorization requests for planned services within sixty (60) days of intake and assessment with all necessary documentation.
  - The plan's twelve (12) month period starts on the date on-going services are first provided or the date subsequent plans are signed and dated.
  - End date is twelve (12) months to the calendar day (i.e., if 1/12/21 is the start date then 1/11/22 is the end date). The subsequent plan must be signed and dated by 1/11/22 to avoid providing services without a plan in effect.
  - Contractor will submit authorization requests for planned services within 60 days of intake and assessment with all necessary documentation.
  - Progress notes shall be written or dictated within five (5) working days of the services provided and shall follow the protocol set forth in the current Clinical Documentation Guide.
- *Wraparound Services*
    - Clients and families that have been screened and triaged through Yolo County Interagency Placement Committee (IPC) Team and that are referred to Wraparound Services, will be contacted by the Wraparound Facilitator within forty-eight (48) hours upon referral receipt.
    - The Wraparound Facilitator and the Family Partner Youth and Family Specialist will schedule an initial meeting and subsequent meeting within seven (7) days of receipt of referral, when family's schedule supports the timeframe.
    - The Wraparound Facilitator will initiate contact with the referring agency social worker within three (3) days of case assignment to discuss the referral and initial safety plan.
    - Services are to be provided at the family's convenience and client's needs which includes during non-traditional office hours, between 5 p.m. and 8 a.m., and/or weekends and holidays. Crisis support must be available as needed—with access to be provided via pager or cell phone and response in person as needed, within one (1) hour from receipt of first call.
    - Crisis Intervention: Ensure that the Wraparound team provides crisis intervention and management on a 24-hour basis, seven (7) days a week, to achieve security from threat of danger, harm, or loss.

- *Wraparound Services Phases*
  - **Phase 1** – Engagement and Team Preparation: Establishes the Child and Family Team responsible for setting the goals, desired outcomes and creating the logistics of how the team will work together. (Typically, 1-2 weeks)
    - The primary intervention method is the engagement of the child and family and clarification of presenting issues. If there is a presenting crisis, significant resources are invested in safety planning, de-escalation, and stabilization. The child and family are supported to identify their initial goals and the requirements of the courts, as applicable.
  - **Phase 2** – Initial Plan Development: Establishes the initial plans and intervention strategies, using the resources of the team and the community. (Typically, 1-2 weeks)
    - Safety issues are explored more deeply with specific plans for long-term management of those issues. The mental health treatment plan is specifically defined, including measurable outcomes within a timeframe, and incorporated in the Child and Family Plan. The team supports early successes to encourage motivation and a sense of hope.
  - **Phase 3** – Implementation: Refines and continues the work done in Phase 2. (Typically, 6 to 9 months)
    - Strategies are tried, refined, and replaced. As needs are resolved, additional goals and needs are prioritized. Group trust and cohesion can become an issue as the team struggles to find effective approaches to complex problems without reverting to previously used approaches and resources.
  - **Phase 4** – Transition: Focuses on transition (Typically, 1-2 months)
    - While transition planning is addressed from the beginning of service, Phase 4 ensures that as Wraparound completes its work, safety plans are in place and aftercare resources are identified, as necessary. Celebration throughout the wraparound process cements confidence and mastery.
    - Throughout the Wraparound process, identify and involve individuals who will continue to be available to support the child and family when the Wraparound services are complete.
    - Identify aftercare resources that are needed to address the child's and family's ongoing needs (e.g., medication supports; mental health/substance abuse treatment) and link the child and family to those resources.
    - Teach the family how to plan for predictable crisis and how to develop a plan for responding when unexpected problems occur.



within five (5) court days. Pending the hearing, the child has a right to remain in their current school. CRC 5.651(e)(2)- (4). The court must consider whether it is in the child's best interest to change schools and may make orders related to this issue, including joining parties such as the LEA to ensure transportation is appropriately and timely provided. CRC 5.651(f).

○ *Local Public-School Requirements*

- **Immediate Enrollment:** If the educational rights holder, foster child, and educational liaison agree that it is in the best interest of the foster child to transfer to a school other than the school of origin, the foster child shall immediately be enrolled in the new school. EC 48853.5(f)(8)(A).
- **Timely Transfer of Records:** Within two business days after the foster child's request for enrollment, the educational liaison for the new school shall contact the school last attended by the foster child to obtain all academic and other records. EC 48853.5(f)(8)(C). Within two business days after receiving a transfer request from a county placing agency or notification of enrollment from the new local educational agency, the current LEA shall transfer the student out of school and deliver the educational information and records of the student to the next educational placement. EC 49069.5(d). The last school attended by the foster child shall provide all required records to the new school regardless of any outstanding fees, fines, textbooks, or other items or moneys owed to the school last attended. EC 48853.5(f)(8)(C). This applies to foster youth even if they have willfully damaged or refused to return property. EC 49014(g).
- **Uniform Complaint:** If a right under Education Code Section 48853.5 is denied, anyone (including a youth, educational rights holder, social worker/probation officer, caregiver, or legal representative) may file a written complaint with the school district or charter school under the Uniform Complaint Procedures Act. EC 48853.5(i)(1); 5 CCR 4630. When a complaint is filed, the district must investigate and provide a written response, including a proposed resolution, within 60 days. 5 CCR 4631. If the person who filed the complaint is not satisfied, they may then file a complaint with the California Department of Education (CDE). The CDE will then have sixty (60) days to investigate and provide a written response. EC 48853.5(i)(2). If a school district finds merit in a complaint or the State Superintendent finds merit in an appeal, the

school district shall provide a remedy to the affected student. EC 48853.5(i)(3).

- **Yolo County Special Education Local Plan Area—Initial Assessment and IEP Development process**

- *Propose an assessment plan for initial assessment* to be completed within fifteen (15) calendar days from date of referral.

Exceptions/note/considerations:

- Tolloed for school breaks in excess of five (5) schooldays
- If referral is received ten (10) days or fewer before end of the school year, then assessment plan for initial assessment is then due within the first ten (10) days of the next school year.

- *IEP team meeting to review initial assessments*

- Sixty (60) calendar days to determine the student's eligibility and areas of need after receipt of parent consent to assessment plan.

Exceptions/note/considerations:

- Student enrolls in another LEA
- Student not made available
- Note: CDE currently interprets the law to toll the timeline for school breaks in excess of five (5) days.

- Thirty (30) days to develop the IEP after the determination that the student needs special education
- Recommended: Complete the student's initial IEP in its entirety within sixty (60) days unless one of the exceptions above applies.

- *Applicable to All IEP's*

- Notify parents of the IEP team meeting: early enough to ensure an opportunity to attend the IEP meeting.
- Inform parents of procedural safeguards "at each" IEP meeting
- Give copy of the procedural safeguards notice to the parents at least once a school year
- IEP's will be implemented as soon as possible, after receipt of parent consent to IEP
- Progress reports on IEP goals provided to parents as outlined in the IEP.

- *Re-assessments*

- Triennial eligibility review will occur every three (3) years based on the date of the last triennial review.

Exceptions/Notes/Considerations:

- May occur more frequently if necessary, but no more than once per year unless the parties agree.

- Parent and LEA may agree in writing that triennial assessments are not necessary. They may also agree to limit the scope of the review.
    - Recommended: Begin triennial assessment process at least sixty (60) days prior to the triennial review
  - Propose assessment plan for re-assessment within fifteen (15) calendar days from the date of the referral.  
Exceptions/Notes/Considerations:
    - Tolloed for school breaks in excess of five (5) schooldays
    - If referral received ten (10) days or fewer before end of school year, then due within first ten (10) days of next school year.
    - Note: Attach procedural safeguards notice to assessment plan.
  - Parent consent to proposed assessment plan to occur at least fifteen (15) calendar days after receipt of the proposed assessment plan.
- *Additional IEP Meetings*
  - Annual IEP team review should not be longer than twelve (12) months from the date of the last annual IEP.
  - IEP team meeting to review re-assessment (including triennial assessments) will occur sixty (60) calendar days after receipt of parent consent to the assessment plan.  
Exceptions/Notes/Considerations:
    - Tolloed for school breaks in excess of five (5) schooldays.
    - If referral received thirty (30) days or fewer before end of school year, then due within first thirty (30) days of next school year.
  - Parent request IEP team meeting will occur thirty (30) calendar days after written request from parent for IEP team meeting.  
Exceptions/Notes/Considerations:
    - Tolloed for school breaks in excess of five (5) schooldays.
    - If parent makes an oral request for IEP team meeting, school district must direct parent to make a written request
  - There is no statutory timeline for IEP meeting to review student's lack of anticipated progress. Exceptions/Notes/Considerations:
    - Consider: Convene the IEP team within thirty (30) days after determining that the student is demonstrating a lack of anticipated progress.

- *Transition Planning Requirements*
  - Individual transition plan (ITP) in IEP must be in the IEP when the student turns sixteen (16) years of age.  
Exceptions/Notes/Considerations:
    - Must be reviewed annually
  - Student informed of transfer of rights at age eighteen (18) and it must be included in IEP when the student turns seventeen (17) years of age. Exceptions/Notes/Considerations:
    - Consider: Provide additional notice upon the student turning eighteen (18)
  - Notice to parent(s) of student's graduation from high school with diploma should be given with Reasonable prior written notice.
- *Independent Educational Evaluations (IEE)*
  - There is no specific statutory timeline to respond to a request for IEE but must respond without unnecessary delay.  
Exceptions/Notes/Considerations:
    - Recommended: ten to fifteen (10-15) calendar days after request for an IEE from parent(s).
- *Discipline*
  - Parents should be provided with notice of change of placement and copy of procedural safeguards the day the decision is made to remove the student for disciplinary purposes for more than ten (10) schooldays. Exceptions/Notes/Considerations:
    - Refer to 34 C.F.R. section 300.530.
  - Conduct a manifestation determination review should occur within ten (10) schooldays after the decision is made to remove the student for disciplinary purposes for more than ten (10) schooldays.  
Exceptions/Notes/Considerations:
    - Refer to 34 C.F.R. section 300.530. Recommended: Refer to F3's Special Education Removals for Disciplinary Purposes piece.
- *Student Records/Records Requests*
  - Provide parent(s) with copies of the student records after an oral or written request from parent(s):
    - Within five (5) business days and
    - Before any IEP meeting or resolution session
  - Provide new LEA with special education records five (5) business days after request from new LEA for records.



- **Yolo County Court Appointed Special Advocates (CASA)---Referral and Appointment of CASA Volunteers process**
  - *A request for a CASA may come from:*
    - The child themselves.
    - Any person involved with the child: Social Worker, teacher, attorney, foster parent, or therapist.
    - The referring party must complete a referral form, which when approved by the Executive Director, will result in that child be added to Yolo County CASA’s active waitlist of children and youth awaiting appointment of a CASA volunteer.
  - *In developing the criteria for selection of cases and assignment of a volunteer, Yolo County CASA considers:*
    - The complexity of the case.
    - The availability of alternative support persons in the child’s life.
    - The age and gender of the child or children.
    - The cultural, ethnic, tribal, linguistic, religious, and other background characteristics (including any disabilities) of the child and family.
    - The potential assistance a volunteer could provide.
    - The availability of a particular volunteer to meet the specific needs of the child.
    - Any other factors the CASA program deems relevant to the assignment of the most effective CASA volunteer for the case.
  - *Court Appointed CASA volunteer*
    - Maybe appointed at any time following a declaration of jurisdiction in a 300 or 602 proceeding.
  - *CASA Assignment*
    - It is the policy of Yolo County CASA to assign a volunteer to a case as early as possible after a referral is made.
      - It can take several months for a CASA to be appointed to a child, because the CASA waitlist often exceeds the pool of CASA volunteers by a multiple of five (5) to seven (7)
      - CASA staff work with social workers, attorneys, judges, and other professionals to prioritize youth who need CASAs as quickly as possible.
      - A volunteer assigned CASA must have no conflict of interest with respect to any other party or interest associated with the case.
  - *Appointments*
    - All appointments and assignments are made by an appropriate order of the court.

- The order for appointment contains duties of the volunteer in accordance with the rules of court, including prohibited activities and grievance procedures.
- Once a CASA has been appointed, they will arrange to meet with the youth within two (2) weeks, schedules permitting.
- CASAs meet with their youth weekly, unless the youth's placement is too great a distance for this to be feasible, in which case they will maintain weekly contact with biweekly or monthly visits, depending on the distance.
- CASA's commit to their appointment for a minimum of eighteen (18) months.
- *Grievance Procedure*
  - It is the policy of the Yolo County CASA Program to provide volunteers or any party with a grievance procedure to encourage and facilitate prompt and fair resolution of complaints. A grievance is defined as any disputed action (or lack of action) on the part of any staff member, volunteer, or any individual brought against the volunteer or program in the course of their responsibilities to Yolo County CASA.
    - *Informal Discussion—efforts should be made to resolve complaints informally.*
      - If complaint cannot be resolved through informal discussion between the complaining party and the person or program about which the complaint is being made, the party making the complaint is to discuss the complaint with the party's immediate supervisor.
      - The volunteer or program supervisor will then have the opportunity to resolve the complaint informally.
      - If the complaint cannot be resolved through informal discussion, the immediate supervisor or the volunteer or other individual making a complaint may pursue formal review.
    - *Formal Review Procedure*
      - The grieving party shall state the problem in writing and submit it to the Executive Director
      - The Board of Directors, or the Director at the request of the Board, will review the situation and state a decision in writing to the grieving party within fifteen (15) regular working days of receipt of the written grievance.

## **(18) Appendix 3: Integrated Core Practice Model Practice Behaviors**

*This document is adapted from The California Children, Youth, and Families Integrated Core Practice Model (ICPM) Guide (pp. 24-37), which can be located at: [https://cdss.ca.gov/Portals/9/ACIN/2018/I-21\\_18.pdf](https://cdss.ca.gov/Portals/9/ACIN/2018/I-21_18.pdf)*

### **Foundational Behaviors**

#### **Be open, honest, clear, and respectful in your communication.**

1. Use language and body language that demonstrate an accepting and affirming approach to understanding the family.
2. Ask people how they prefer to be addressed, and address individuals by the name or title and pronouns they request in person and in writing.
3. Show deference to Tribal leadership and their titles in written and verbal communication.
4. Be open and honest about the safety threats and circumstances that brought the family to the attention of the agency, what information can be shared among team members, and what information will be included in court reports.
5. Be transparent about the role of the court, the child welfare agency, and any public agency, as applicable.
6. If children must be removed from their family of origin's home, ask parents who they would recommend caring for their children, on an emergency basis or for a longer placement; be transparent that services to make and finalize a permanent placement for the child will be provided concurrently with services to reunify the family in case efforts to reunify fail.
7. Ask family members what method of communication they prefer, use age-appropriate language that everyone can understand, and confirm with family members that your communication meets their language and literacy needs.
8. Use a translator or interpreter whenever language barriers exist, especially avoiding the use of children for that purpose, and with attention to family relationship and gender as culturally appropriate.

#### **Be accountable and promote accountability**

1. Model accountability and trust by doing what you say you're going to do, be responsive (including returning calls, texts, and emails within 24 business hours), and be on time (including submitting reports on time and being on time for appointments) and follow ICWA and other federal and state laws.
2. Be aware of, and take responsibility for, your own biases, missteps, and mistakes.
3. Adhere to the professional standards, ethics, and practice of your discipline; respect the right to confidentiality and privacy of information.

4. Routinely assess your own knowledge and competency levels, including emerging evidence-informed or evidence-based practice areas; obtain necessary training to improve skills or provide access to and/or consult with competent experts to ensure that the needs of children and families served are met.
5. Engage, encourage, and support youth or family members, as applicable, to take accountability for the actions and concerns that precipitated their contact with the public service agency including any necessary changes required to address those actions and concerns.
6. Support and enhance juvenile court practice by providing guidance and input to advance the use of evidence-based practices in crafting expectations, requirements for treatment, and intervention plans into applicable court orders.
7. Expect all team members to be accountable for what they say and do within the child and family team (CFT) process, consistently demonstrating that the purpose of the team is to collaborate in getting things done that are helpful to the child, youth, and family members in achieving their goals for change.

### Engagement Behaviors

**Listen to the child, youth, family members, and others who have responsibility to care for a child or youth and demonstrate that you care about their thoughts and experiences.**

**Engagement is a continuous service process that lies at the heart of this practice model and recognizes that family members are the best experts about their own life and story.**

1. Listen attentively and use language and concepts that the family has used.
2. Use trauma-informed approaches when talking with children, youth, and family members so they feel heard and experience that their information is being used to understand their circumstances without judgment. Begin to identify actual or suspected trauma exposure while hearing the story.
3. Use a trauma-informed approach to acknowledge and validate venting, expressions of anger, and feelings of grief and loss.
4. Reflect what you heard so the child, youth, young adult, and family can see that you understood.
5. Educate family members and others about how trauma and loss may drive child/youth behaviors that functionally allow them to control their experiences. Explain normal trauma reactions and how those reactions can be helpful or create barriers to healing.
6. Be responsive to each person's temperament, learning style, motivation, gender, and culture throughout the service process; demonstrate respect for the diverse experiences, customs, and preferences of each individual.

**Demonstrate an interest in connecting with the child, youth, and family to help them identify and meet all their goals across all systems from which they are receiving services.**

1. Express the belief that all families have the capacity to safely care for children and youth.
2. Ask questions that encourage exchange; work to build relationships that support the development of trust.
3. Use positive motivation, encouragement, and recognition of strengths to connect with youth and express the belief that they have the capacity to become successful adults.
4. Encourage hope by conveying belief that each family member can make changes and achieve success.
5. As you learn about the child, youth, and family, identify what they think are their most pressing concerns, and prioritize those needs early in the planning process as tangible demonstration of your understanding of what they have told you is important to them.
6. When a youth is placed in a detention or placement facility, support continued contact and involvement of the family in the development of service plans and post-detention/ placement planning.
7. Recognize that proactive engagement is the responsibility of the provider(s); failure to engage means that the provider(s) must commit to learn from what didn't work as well as identify and try new strategies until they are successful.
8. Reach out to children and families in ways that are welcoming, appropriate, and comfortable for them, and make a special effort to engage fathers and paternal relatives to build connections and engage them as family members and team members.
9. Affirm the unique strengths, needs, life experience, and self-identified goals of each child, youth, young adult, and family.
10. Show your interest in learning about the family and their culture, community, and tribes.
11. Honor the role of important cultural, community, and tribal leaders the child, youth, young adult, and family have identified.

**Identify and engage family members and others who are important to the child, youth, young adult, and family.**

1. Ask questions about relationships and significant others early and often.
2. Search for all family members, including fathers, mothers, and paternal and maternal relatives through inquiry, early and ongoing Internet search, and review of records.
3. Work quickly to establish paternity and facilitate the child or youth's connection with paternal relationships.
4. Help youth, parents, and others identify prosocial people or other connections to help with team development and activity planning later in the process; work to engage these identified connections to support the family.

5. Ask children, youth, and family members about other people who might be a source of support or information.
6. Contact family, cultural, community, and tribal connections as placement options, team members, and sources of support.

**Support and facilitate the family's capacity to advocate for themselves.**

1. Coordinate with the family's formal and informal advocates to help the family find solutions and provide ongoing support.
2. Promote self-advocacy by providing opportunities for children, youth, young adults, and families to actively share perspectives and goals.
3. Incorporate the family's strengths, resources, cultural perspectives, and solutions in all casework.

**Meet the child, youth, and family at times and in locations that are convenient for them and where they are comfortable.**

1. In advance, prepare the child or youth and family members to participate in formal meetings and/or hearings where decisions are made so that they can speak for themselves.
2. Build trust by ensuring that children, youth, and family members understand what is said in therapeutic settings is kept confidential unless there is specific permission to share; when content arises that is important information for the team, support appropriate sharing by the individual; be sure they know this does not apply to situations requiring mandated reporting.
3. Educate the family on how trauma experiences can impact development over a lifetime and drive behaviors that serve to provide a method for the child, youth, or adult to regain control of their environment, even when that control has negative consequences.
4. Let them know about available services, supports, and resources that may be available to them in their community.

**Assessment Behaviors**

**From the beginning and throughout all work with the child, youth, young adult, family, and their team, engage in initial and ongoing safety and risk assessment and permanency planning:**

1. Explain the assessment process to the child, youth, young adult, and family so they know what to expect. Check in early and often to be sure they understand.

2. Check in with the child, youth, and family to be sure that they agree with, or at a minimum understand, what the assessment indicates and why it is important to what happens next.
3. Help the child, youth, and family understand that child safety, community safety, and criminogenic risk factors are non-negotiable areas of concern for the duration of their child welfare and/or juvenile probation involvement; risk factors are also non-negotiable areas of concern for the duration of service for their family; check in early and often to be sure they understand what that means.
4. Explore the child, youth, young adult, and family's expressed and underlying needs by engaging them in communicating their experiences and identifying their strengths, needs, and safety concerns.
5. Talk to children, youth, and young adults about their worries, wishes, where they feel safe, where they want to live, and their ideas about permanency, and incorporate their perspective.
6. Identify prior exposure to trauma and loss, including historical trauma, for the child, youth, and family members.
7. Ask the family what is working well and what they see as the solution to the circumstances that brought them to the attention of the child welfare agency.
8. Identify child/youth's self-protective behaviors that create barriers to achieving a permanent family and ensure that the CFT plan addresses those barriers to permanency.
9. Identify specific concerns where additional resources may allow the child or youth to remain with their biological, adoptive, or guardianship family including permanency and post-permanency services and supports.
10. Use tools and approaches that amplify the voices of children and youth.
11. Ensure that a behavioral health screening has been provided to all children and youth. If the behavioral health screen is positive, ensure that a thorough psychosocial assessment is provided to evaluate the status of a child's mental, emotional, or behavioral health to support a diagnosis to substantiate medical necessity as appropriate; update based on new information or at least annually.
12. Conduct a functional assessment to identify barriers for the achievement of normal developmental milestones and/or the development of effective coping mechanisms or alternative behaviors that support healthy emotional and behavioral health for the child/youth within family and community environments; specifically identify behavioral defenses to the development of attachments resulting from vulnerability to loss.
13. Identify how the youth spends their free time and evaluate what additional structure they may need to be clearly occupied with a delineated routine and appropriate services including prosocial and permanency supports.
14. Provide a comprehensive assessment that includes risks to the child's safety, the risk of future maltreatment, parental protective capacity, and child well-being. Provide routine

informal assessments on an ongoing basis and identify the youth and/or family member's criminogenic needs (antisocial attitudes, values and beliefs, low self-control, criminal peers, substance abuse, and family issues that may be dysfunctional to successful family life).

15. Update the assessment when the family faces new challenges, when safety concerns arise for the child or other family members, and when reviewing service effectiveness and case progress.
16. Apply information to the assessment process using the child or youth's and family's cultural lens.

### **Teaming Behaviors**

#### **Work with the family to build a supportive team.**

1. With the family's permission, contact family, cultural, community, and Tribal connections, and ask them to serve as team members as early as possible.
2. With permission, reach out to the child/youth's teacher or educational resources to invite participation on the team, or at a minimum, to identify educational needs, strengths, and resources within the planning process.
3. Support family members who hold rights to their information to decide how much, and what, information they want to share with team members, ensuring that they understand the benefit of an integrated team approach whose members commit to holding their information in a confidential manner.
4. Facilitate the process for authorization to release, receive, and share information; facilitate consent for treatment, as appropriate and necessary
5. Ask initially, and throughout the family's involvement, if they would like a support person or peer advocate on their team.
6. Explore with the family how culture might affect the development of the team and the teaming process.
7. Facilitate early and frequent sharing of information and coordination among parents, caregivers, and system partners.
8. Facilitate development of a mutually supportive relationship between the parents and caregivers.
9. Facilitate development of a mentoring relationship between the parents and resource family or other service provider when children are placed outside of their permanent home.



**Facilitate the team process and engage the team in planning and decision-making with, and in support of, the child, youth, young adult, and family.**

1. Make sure team members have the information they need.
2. Facilitate critical thinking, discussion, mutual exploration of issues, and consensus building toward the goal of shared decision-making.
3. Help the team recognize that differences will occur and assist them to work through conflicts.
4. Develop a shared understanding about safety, permanency, and well-being issues to be addressed with the team.
5. Ensure that all team members understand that legal, regulatory, and policy constraints may limit shared decision-making options available to address the family members' needs, including placement options, reunification, and service options.
6. Build connections to identified services and supports by designating a team member to follow-up with that referral.

**Work with the team to address the evolving needs of the child, youth, young adult, and family.**

1. Facilitate dialogue about how supports and visitation plans are working.
2. Explore with team members what roles they can play over time to strengthen child safety and support the family.
3. Help the team adapt to changing team member roles. Work collaboratively with community partners to create better ways for children, youth, young adults, and families to access services.

**Demonstrate the skills required to facilitate the team process, engaging the team in planning and decision-making with, and in support of, the child, youth, and family irrespective of your role on the team.**

1. Develop a shared understanding about safety, permanency, and well-being issues to be addressed within the child and family team. Explain court orders and placement decision requirements that include concurrent planning and the full range of specialized permanency service elements; do the same for youth regarding community safety and accountability, including expectations from court orders and sanctions for children involved in juvenile probation.
2. Provide information and context related to diagnoses and symptoms of behavioral health disorders that impact day to day functioning, including the many impacts of trauma and loss on an individual's behavior and general health, and support shared understanding among team members that inform approaches to intervention planning.

3. Make sure team members have the information they need to make informed decisions and review the effectiveness of plans.
4. Ensure that system resource constraints are identified so advocacy or alternative resources can be explored.
5. Help the team develop basic, consensual ground rules for the meeting process; revisit the rules over time to ensure the agreements are working so that meetings are productive.
6. Unless otherwise constrained by safety concerns or court orders, youth's and family members' preferences should drive the plan decisions; recognize and support the importance of learning from mistakes, as well as successes for all team members.
7. Facilitate mutually supportive relationships and an assumption of "good will" among team members that ensures respect for the perspectives of all members, including family members, multidisciplinary professionals, and invited others; promote understanding of the needs and strengths of all members on the team consistent with their role.

**Work with the team to address the evolving needs of the child, youth, and family.**

1. Facilitate prioritization of issues to be addressed, taking the most urgent items first (e.g. child safety, community safety, basic needs for food, clothing, shelter, etc.), especially as defined by the child, youth, and family.
2. Develop and modify plans and assign specific roles and tasks to team members who agree to be held accountable by the team for how they contribute to the success of the plan. When there is a failure in follow-through, seek to understand what may have gone wrong and refine the plan and assignments based on that learning.

**Work collaboratively with community partners to create better ways for children, youth, young adults, and families to access services.**

1. Actively engage prosocial supports for children, youth, and family members in their community that can provide positive reinforcement for desired behaviors and improve ties to prosocial community members, including members of the CFT.
2. Build connections to identified services and supports, designating a team member to follow-up with that referral and checking back to ensure that the connection was made and the resource is helpful.
3. Communicate on a consistent basis with the child's team to monitor and ensure the child's behavioral health concerns are being addressed within the home, community, and educational settings; support and encourage the child, youth, and family team members to follow through with plan assignments and support their efforts with demonstrated interest and practical help.

4. Support youth and family members practice new skills and behaviors that they may be learning from other service providers; provide positive reinforcement for prosocial attitudes and behaviors wherever you observe them.
5. Advocate for, link the family to, and help family members access the services, supports, and visitation activities identified in the plan; include effective specialized permanency services for children and youth unable to reunify.

### **Service Planning and Delivery Behaviors**

**Work with the family and their team to build a plan that will focus on changing behaviors that led to the circumstances that brought the family to the attention of the child welfare agency and assist the child, youth, young adult, and family with safety, trauma, healing, and permanency.**

1. Describe how family strengths, safety threats, and priority needs will be addressed in the plan.
2. Describe strengths in functional terms that can support the family members in completing their plan.
3. Share information about agency programs, providers, resources, and supports.
4. Encourage and support the participation of children, youth, young adults, family, Tribe, and team in identifying culturally sensitive services, supports, visitation activities, and traditions that address family members' unique underlying needs even if this means accepting practices that may be unfamiliar to the social worker.
5. Ask the family members if they need help meeting basic needs for food, shelter, and medication so they can focus on addressing the problems underlying their involvement with the child welfare agency.
6. Advocate for, link the family to, and help family members access the services, supports, and visitation activities identified in the plan.
7. Assure the family receives needed information, preparation, guidance, and support. 8. Adapt services and supports to meet changing family needs based on ongoing assessment, progress toward goals, and decisions made by the family and their team.

**Work with the family and/or youth and their team to build an integrated plan that will focus on changing behaviors that led to the circumstances that brought the family to the attention of the service agency or agencies; assist the child, youth, and family to achieve safety, permanency, and to heal from trauma.**

1. Support the development of a single integrated CFT plan that maximizes the integration and coordination of goals and intervention strategies across service systems with defined desired outcomes and specific timelines for activities.

2. Support the family to develop their goals, including how to address issues that may be non-negotiable due to court orders or other circumstances related to safety, trauma, illegal behavior, or permanency needs.
3. Help family members learn and practice skills that allow them to advocate on their own behalf in court or other settings where decisions are made.
4. For high risk, multi-agency involved children and youth, utilize the team process to share risk and increase coordination.

**Goals, strategies, and interventions are tied to observable progress that is important to the to the child, youth, and family members. Plans are monitored and revised as needed to ensure that successful outcomes remain the focus.**

1. Team members demonstrate a “hang in there” persistence and do not give up when challenges occur. On every level, teams work through difficulties discovered during planning and implementation, and continue to monitor and make changes in the plan.
2. When interventions are not successful in producing the desired outcome, evaluate and strengthen what was successful and/or learn from what didn’t work to design something different; research evidence-based and model programs to find new approaches when necessary.
3. Ensure the use of evidence-based interventions whenever possible and support court orders.
4. Work to ensure that the shared CFT plan is consistent with the treatment and sentence/sanction requirements and aid the youth and family in following all terms and conditions of the court, including recognition of emotional needs that may drive resistance to achieving permanency with birth family or others.
5. Assist the child/youth and adults to develop skills and strategies that improve emotional and behavioral regulation; assist youth and adults to understand the functional impact of trauma on their behavior, and support their ability to change behaviors that no longer meet their needs.
6. Ensure that interventions support the child in their home and family setting, or assist a move to a permanent or other family setting at the earliest time possible; use adoption/permanency informed interventions to address emotional needs that form barriers to achieving permanency.
7. Adapt services and supports to meet changing family needs based on ongoing assessments, progress toward goals, and decisions made by the family members and their team.

### Transition Behaviors

**Work with the family to prepare for change in advance and provide tools for managing placement changes, social worker changes, and other significant transitions.**

1. Reduce the role of child welfare and professional services over time and facilitate an increased role for the family's network and natural supports to help the family build an ongoing support system.
2. Coordinate with the family's formal and informal advocates to help the family find solutions and provide ongoing support after the child welfare agency is no longer involved.
3. When it is known that a member(s) of the CFT will change, work with the team to plan how to support the new member(s) to come up to speed quickly, understanding their role, and what has been accomplished. When that is not possible, new members should take responsibility with the family and other CFT members outside of the meeting structure to understand what is going on with the team and the shared planning process.
4. When placement or permanency plan changes are necessary, work to ensure that the CFT agrees with the plan, or, at a minimum, understands why a decision is being made; create proactive safety and support plans to ensure successful transitions.
5. Involve the family's formal and informal support systems to prepare for life after formal care is no longer involved.
6. Make sure that any referrals for continuing care or supportive resources are in place and working before the transition is complete.

## (19) Appendix 4: Yolo County Foster Youth Transportation MOU



### MEMORANDUM OF UNDERSTANDING

**PARTIES:** This Memorandum of Understanding (M.O.U.) is entered into between the Yolo County Office of Education, Davis Joint Unified School District, Esparto Unified School District, Washington Unified School District, Winters Joint Unified School District, Woodland Joint Unified School District (Local Educational Agencies, or LEAs), Yolo County Probation Department, and Yolo Health and Human Services Agency (HHSA).

**PURPOSE:** The purpose of this M.O.U. is to establish transportation procedures between the LEAs, Probation, and HHSA to ensure the provision of transportation for foster care youth enrolled in a LEA (Pre-K-12) when a best interest determination indicates that the student should remain in the school of origin, and alternative means of transportation to and from school have been fully explored and deemed unavailable.

**AUTHORITY:** This M.O.U. is entered into by and between the parties in exercise of the authority set forth in the Every Student Succeeds Act (ESSA) requirements.

**TERM:** This M.O.U. shall become effective upon the date of execution by all the parties and shall continue for a period of three years (2019-2022).

#### SCOPE OF SERVICES:

##### A. Joint Responsibilities:

- The LEAs, Probation, and HHSA agree to follow the attached **Transportation to School of Origin Flowchart** to identify whether the school, probation department, or child welfare agency will be responsible for providing that transportation and in what form (e.g. reimbursement, school bus service, public transit pass, etc.).

##### B. The LEAs shall:

- If there is a dispute regarding school of origin and who will pay for transportation, the school of origin will pay transportation until the dispute is resolved, at which time the district can seek reimbursement.
- Acknowledge that Title 1 is an allowable funding source for additional transportation costs.

G: Agreements/MOU Format  
Revised 07.16.12

- Understand that even if an LEA does not transport other students, it must ensure that transportation is provided to children in foster care, adhering to the collaboratively designed transportation plan.

C. HHSA shall:

- Promptly notify a school when a child enters foster care or changes foster care placement.
- Agree, if applicable, to support transportation costs for eligible foster care youth utilizing funds made available within the county's child welfare budget under Section 475(4)(A) of Title IV-E of the Social Security Act.

D. Probation shall:

- Promptly notify a school when a child enters foster care or changes foster care placement.
- Agree, if applicable, to support transportation costs for eligible foster care youth utilizing funds made available within the county's probation department budget.

**INSURANCE:**

During the term of this M.O.U., YCOE shall provide to **LEA's, Probation, and HHSA**, and **LEA's, Probation, and HHSA** shall provide to YCOE, a current certificate of policy evidencing its comprehensive and general liability insurance coverage in a sum not less than \$2,000,000 aggregate and \$1,000,000 per occurrence. YCOE shall also provide **LEA's, Probation, and HHSA**, and **LEA's, Probation, and HHSA** shall also provide YCOE, with a written endorsement naming the other party as an additional insured, and such endorsement shall also state "Such insurance as afforded by this policy shall be primary, and any insurance carried by YCOE OR **LEA's OR HHSA OR Probation** shall be excess and noncontributory." Any and all insurance coverage may be provided by a Joint Powers Authority or other Self-Insurance program. Coverage shall provide notice to the additional insured of any change in or limitation of coverage or cancellation of the policy no less than thirty (30) days prior to the effective date of the change, limitation or cancellation.

**INDEMNIFICATION:**

- A. Insofar as permitted by law, YCOE shall assume the defense and hold harmless **LEA's, Probation, and HHSA** and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of YCOE, its officers, agents or employees.
- B. Insofar as permitted by law, **LEA's, Probation, and HHSA** shall assume the defense and hold harmless YCOE and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason

of the sole fault or negligence of **LEA's, Probation, and HHSA**, its officers, agents or employees.

- C. It is the intent of the YCOE and **LEA's and Probation and HHSA** that where negligence or responsibility for any harm to person(s) or property is determined to have been shared, the principles of comparative negligence shall be followed and each party shall bear the proportionate cost of any liability, damages, costs, or expenses attributable to that party.
- D. YCOE and **LEA's and Probation and HHSA** agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within ten (10) calendar days of such determination. YCOE and **LEA's and Probation and HHSA** further agree to cooperate in the defense of any such actions. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this Agreement.

**TERMINATION/SUSPENSION:**

This M.O.U. may be terminated without cause by either party upon thirty (30) days prior written notice to the other party. When required by law, this M.O.U. may be immediately suspended by either party upon notice to the other party; any such suspension shall not extend the term of this M.O.U.

**NOTICES:**

Any notice required to be given by the terms of this M.O.U. shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

To YCOE: Yolo County Office of Education  
1280 Santa Anita Court, Suite 100  
Woodland, CA 95776-6127

To HHSA: Yolo County Health & Human Services Agency  
137 North Cottonwood Street  
Woodland, CA 95695

To Probation: Yolo County Probation Department  
2780 E Gibson Rd  
Woodland, CA 95776



To DJUSD : Davis Joint Unified School District  
526 B Street  
Davis, CA 95616

To EUSD : Esparto Unified School District  
26675 Plainfield Street  
Esparto, CA 95627

To WUSD : Washington Unified School District  
930 Westacre Road  
West Sacramento, CA 95691

To WJUSD : Winters Joint Unified School District  
909 West Grant Avenue  
Winters, CA 95694

To WJUSD : Woodland Joint Unified School District  
435 Sixth Street  
Woodland, CA 95695

**INTEGRATION:**


This M.O.U. represents the entire and integrate agreement between YCOE and LEA's and Probation and HHSA, and supersedes all prior negotiations, representations, or agreements, either written or oral. This M.O.U. may be amended only by written instrument signed by the duly authorized representatives of YCOE and LEA's and Probation and HHSA.

**REPRESENTATION OF AUTHORITY:**

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this M.O.U.

IN WITNESS WHEREOF, YCOE and LEA's and Probation and HHSA have executed this M.O.U. as of the date first above written.

YOLO COUNTY OFFICE OF EDUCATION

  
\_\_\_\_\_  
Crissy Huey, Associate Superintendent

date: \_\_\_\_\_

YOLO COUNTY HEALTH &  
HUMAN SERVICES AGENCY

  
\_\_\_\_\_  
Karen Larsen, HHSA Director

date: 10/01/19 \_\_\_\_\_

REVISED: 09.05.17

Date: 9/16/19

Date: \_\_\_\_\_

DAVIS JOINT UNIFIED SCHOOL DISTRICT

ESPARTO UNIFIED SCHOOL DISTRICT

[Signature]  
Superintendent or Designee

\_\_\_\_\_  
Superintendent or Designee

Date: 10-14-19

Date: \_\_\_\_\_

WASHINGTON UNIFIED SCHOOL DISTRICT

WINTERS JOINT UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
Superintendent or Designee

\_\_\_\_\_  
Superintendent or Designee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

WOODLAND JOINT UNIFIED SCHOOL DISTRICT

Yolo County Probation Department

\_\_\_\_\_  
Superintendent or Designee

\_\_\_\_\_  
Dan Fruchtenicht

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: 9/16/19

Date: \_\_\_\_\_

DAVIS JOINT UNIFIED SCHOOL DISTRICT

ESPARTO UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
Superintendent or Designee

*Christa L. Garcia*  
\_\_\_\_\_  
Superintendent or Designee

Date: \_\_\_\_\_

Date: 1/7/2019

WASHINGTON UNIFIED SCHOOL DISTRICT

WINTERS JOINT UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
Superintendent or Designee

\_\_\_\_\_  
Superintendent or Designee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

WOODLAND JOINT UNIFIED SCHOOL DISTRICT

Yolo County Probation Department

\_\_\_\_\_  
Superintendent or Designee

\_\_\_\_\_  
Dan Fruchtenicht

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: 9/16/19

Date: \_\_\_\_\_

DAVIS JOINT UNIFIED SCHOOL DISTRICT

ESPARTO UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
Superintendent or Designee

\_\_\_\_\_  
Superintendent or Designee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

WASHINGTON UNIFIED SCHOOL DISTRICT

WINTERS JOINT UNIFIED SCHOOL DISTRICT

[Signature]  
Superintendent or Designee

\_\_\_\_\_  
Superintendent or Designee

Date: 11/5/19

Date: \_\_\_\_\_

WOODLAND JOINT UNIFIED SCHOOL DISTRICT

Yolo County Probation Department

\_\_\_\_\_  
Superintendent or Designee

\_\_\_\_\_  
Dan Fruchtenicht

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: 9/6/19

Date: \_\_\_\_\_

DAVIS JOINT UNIFIED SCHOOL DISTRICT

ESPARTO UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
Superintendent or Designee

\_\_\_\_\_  
Superintendent or Designee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

WASHINGTON UNIFIED SCHOOL DISTRICT

WINTERS JOINT UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
Superintendent or Designee

Sandra Ayin  
Superintendent or Designee

Date: \_\_\_\_\_

Date: 11/8/19

WOODLAND JOINT UNIFIED SCHOOL DISTRICT

Yolo County Probation Department

\_\_\_\_\_  
Superintendent or Designee

\_\_\_\_\_  
Dan Fruchtenicht

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: 9/16/19

Date: \_\_\_\_\_

DAVIS JOINT UNIFIED SCHOOL DISTRICT

ESPARTO UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
Superintendent or Designee

\_\_\_\_\_  
Superintendent or Designee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

WASHINGTON UNIFIED SCHOOL DISTRICT

WINTERS JOINT UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
Superintendent or Designee

\_\_\_\_\_  
Superintendent or Designee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

WOODLAND JOINT UNIFIED SCHOOL DISTRICT

Yolo County Probation Department

[Signature]  
Superintendent or Designee

\_\_\_\_\_  
Dan Fruchtenicht

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: 9/16/19

Date: \_\_\_\_\_

DAVIS JOINT UNIFIED SCHOOL DISTRICT

ESPARTO UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
Superintendent or Designee

\_\_\_\_\_  
Superintendent or Designee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

WASHINGTON UNIFIED SCHOOL DISTRICT

WINTERS JOINT UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
Superintendent or Designee

\_\_\_\_\_  
Superintendent or Designee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

WOODLAND JOINT UNIFIED SCHOOL DISTRICT

Yolo County Probation Department

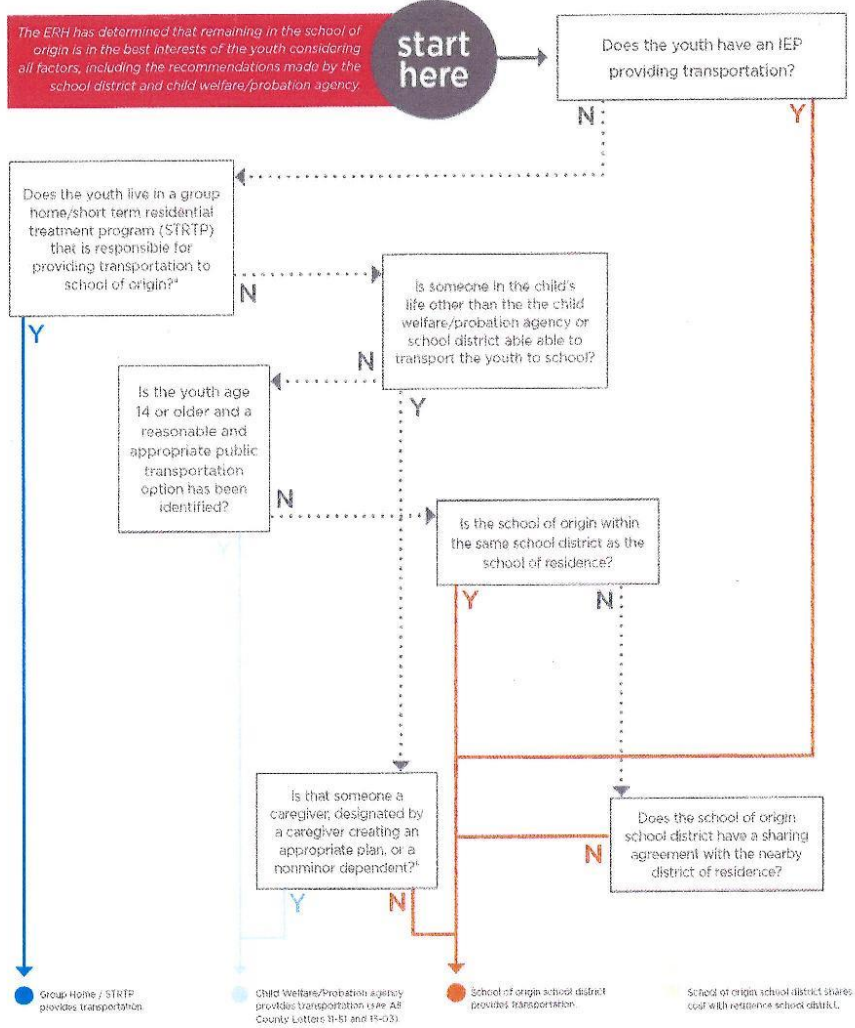
\_\_\_\_\_  
Superintendent or Designee

D. Fruchtenicht  
Dan Fruchtenicht

Date: \_\_\_\_\_

Date: 10-25-19

Transportation to School of Origin Flowchart



<sup>4</sup>As of January 1, 2017, short term residential treatment programs (STRTPs) must provide core educational services such as transportation to school of origin. WIC 81146.5(b). Additionally, current group home contracts for foster and probation youth may exclude obligations to provide and funding for transportation, including school of origin.

<sup>5</sup>All County Letters 11-51 and 15-03 specify guidelines for reimbursement of caregivers for transportation to school of origin. Although biological parents may not be directly reimbursed, if the court allows unsupervised visits, the caregiver can make an appropriate plan to have the parent transport the youth and be reimbursed by the child welfare/probation agency. Otherwise, the school district should provide reimbursement for biological parents who transport the youth to school.



## (20) Appendix 5: Yolo County Juvenile Competency Protocol

### YOLO COUNTY JUVENILE COURT JUVENILE COMPETENCY PROTOCOL Effective February 24, 2021

#### I. GENERAL PROVISIONS

##### A. Introduction

This document is the written protocol for the Yolo County Juvenile Court describing the competency process and a program to ensure that minors who are found incompetent receive appropriate remediation services.<sup>1</sup> This protocol shall apply when it appears there is a doubt as to the competency of a minor in juvenile delinquency proceedings.

##### B. Construction

This protocol shall be construed and applied in a manner consistent with section 709, California Rules of Court, rule 5.643, and relevant case law, which explain the legal procedures the juvenile court must follow after minor's counsel or the juvenile court has expressed a doubt as to a minor's competency. In the event any part of this protocol conflicts with applicable law, the law shall control.

This protocol shall also be construed and applied in a manner consistent with section 202, subdivision (b), which requires, in conformity with the interests of public safety and protection, that a minor receive care, treatment, and guidance consistent with their best interest, that holds them accountable for their behavior, and that is appropriate for their circumstances.

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<sup>1</sup> See Welf. & Inst. Code, § 709, subd. (i) [all further statutory references are to the Welfare and Institutions Code unless otherwise specified].

**C. Incompetent to Proceed**

In a section 602 proceeding, a minor is incompetent to proceed<sup>2</sup> if the minor lacks sufficient present ability to consult with counsel and assist in preparing the minor's defense with a reasonable degree of rational understanding, or lacks a rational as well as factual understanding of the nature of the charges or proceedings against them. Incompetency may result from the presence of any condition or conditions, including, but not limited to, mental illness, mental disorder, developmental disability, or developmental immaturity.<sup>3</sup>

**D. Informal Resolution**

When it appears the minor is incompetent to proceed, the juvenile court and the parties should consider an informal resolution of the case that avoids formal competency proceedings.

**II. BEFORE THE COMPETENCY HEARING**

**A. Expression of a Doubt**

To initiate competency proceedings, minor's counsel or the juvenile court may express a doubt as to the minor's competency.<sup>4</sup>

**B. Evidence of a Doubt**

The juvenile court may receive information from any source regarding the minor's ability to understand the proceedings.<sup>5</sup> The juvenile court may appoint a mental health expert to help determine whether to order a competency hearing.<sup>6</sup>

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<sup>2</sup> This protocol uses the term "incompetent to proceed" rather than "incompetent to stand trial" because it more properly reflects the requirement that a minor must be competent to participate throughout the juvenile court process.

<sup>3</sup> § 709, subd. (a)(2).

<sup>4</sup> § 709, subd. (a)(3).

<sup>5</sup> Ibid.

<sup>6</sup> Evid. Code, § 730.

**C. Presentation of Evidence of a Doubt**

If minor's counsel expresses a doubt as to the minor's competency, the juvenile court must decide whether there is substantial evidence of incompetency. Evidence is substantial if it raises a reasonable doubt about the minor's competency.<sup>7</sup> Minor's counsel should present the juvenile court with specific reasons supporting their opinion. The juvenile court may allow minor's counsel to present his or her opinion regarding the minor's mental competency *in camera* if the juvenile court finds there is reason to believe that attorney-client privileged information will be inappropriately revealed if the hearing is conducted in open court.

If the juvenile court expresses a doubt as to the minor's competency, the court must decide whether there is substantial evidence of incompetency. The juvenile court may ask whether minor's counsel believes the minor is incompetent. Minor's counsel is not required to respond to the juvenile court's inquiry.

**D. Suspension of Proceedings**

If the juvenile court finds substantial evidence that raises a doubt as the minor's competency, the proceedings shall be suspended.<sup>8</sup>

**E. Appointment of Expert**

If the juvenile court suspends proceedings, the court shall appoint an expert from the court's expert panel to evaluate the minor unless the parties stipulate to a finding that the minor lacks competency or the parties are willing to submit on the issue of the minor's lack of competency.<sup>9</sup>

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<sup>7</sup> Cal. Rules of Court, rule 5.643(d)(1).

<sup>8</sup> § 709, subd. (a)(3).

<sup>9</sup> § 709, subd. (b)(1).

**F. Time for Expert's Report**

If the minor is detained in secure confinement, the juvenile court shall receive the expert's report at a hearing within 30 calendar days after ordering the proceedings suspended. If the minor is not detained or on home supervision, the juvenile court shall receive the expert's report at a hearing within 45 calendar days after ordering the proceedings suspended. Upon a showing of good cause, the juvenile court may continue the hearing to receive the expert's report only for the time shown to be necessary.

The expert shall submit their written report to the juvenile court and the probation department at least 3 judicial days before the hearing to receive the expert's report. The probation department shall immediately upon receipt of the report send a copy of the report to minor's counsel, the district attorney, county counsel, county mental health department, and a regional center if applicable.

At the hearing to receive the expert's report, the juvenile court shall set a competency hearing unless there is a stipulation or submission by the parties on the findings of the expert that the minor is incompetent.<sup>10</sup>

**G. Expert's Report**

In order to write a report, the expert shall:

- Personally interview the minor;
- Review all of the available records provided, including, but not limited to, medical, education, special education, probation, child welfare, mental health, regional center, and court records, and any other relevant information that is available;
- Consult with the minor's counsel and any other person who has provided information to the juvenile court regarding the minor's lack of competency;
- Gather a developmental history of the minor;

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<sup>10</sup> § 709, subd. (c).

- Note in the report the efforts to obtain any information unavailable to the expert; and
- Administer age-appropriate testing specific to the issue of competency unless the facts of the particular case render testing unnecessary or inappropriate.<sup>11</sup>

In a written report, the expert shall determine:

- Whether the minor has a mental illness;
- Whether the minor has a mental disorder;
- Whether the minor has a developmental disability;
- Whether the minor has developmental immaturity; or
- Whether the minor has any other condition affecting competency; and if so,
- Whether the minor is incompetent to proceed.<sup>12</sup>

In addition, minor's counsel, the district attorney, or the juvenile court may submit written questions for the expert to consider in the report. The expert shall state the basis for their conclusions.<sup>13</sup>

If the expert concludes that the minor is incompetent to proceed, the expert shall:

- Give his or her opinion on whether the minor is likely to attain competency in the foreseeable future; and, if so,
- Make recommendations regarding the type of remediation services that would be effective in assisting the minor in attaining competency. The recommendations should include available resources, strategies, interventions, timeframes, and the likelihood of success.<sup>14</sup>

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<sup>11</sup> § 709, subd. (b)(3).

<sup>12</sup> § 709, subd. (b)(1).

<sup>13</sup> § 709, subd. (b)(3).

<sup>14</sup> Ibid.

## H. Expert's Qualifications

The expert shall:

- Have expertise in child and adolescent development and forensic evaluation of juveniles for purposes of adjudicating competency;
- Be familiar with competency standards and accepted criteria used in evaluating juvenile competency;
- Have received training in conducting juvenile competency evaluations; and
- Be familiar with competency remediation for the condition or conditions affecting competence in the particular case.<sup>15</sup>

The expert shall be proficient in the language preferred by the minor, or, if that is not feasible, the expert shall employ the services of a certified interpreter and use assessment tools that are linguistically and culturally appropriate for the minor.<sup>16</sup> The order appointing the expert should specify whether the minor or the minor's parent(s) or legal guardian(s) require the services of a language interpreter and, if so, which language.

To be appointed as an expert, an individual must be a:

- Licensed psychiatrist who successfully completed four years of medical school and either four years of general psychiatry residency, including one year of internship and two years of child and adolescent fellowship training, or three years of general psychiatry residency and, including one year of internship and one year of residency that focus on children and adolescents and one year of child and adolescent fellowship training; or
- Clinical, counseling, or school psychologist who has received a doctoral degree in psychology from an educational institution accredited by an organization recognized by the Council for Higher Education Accreditation and who is licensed as a psychologist.<sup>17</sup>

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<sup>15</sup> § 709, subd. (b)(2).

<sup>16</sup> Ibid.

<sup>17</sup> Cal. Rules of Court, rule 5.643(d)(1)(C).

The expert, whether a licensed psychiatrist or psychologist, must:

- Possess demonstrable professional experience addressing child and adolescent developmental issues, including the emotional, behavioral, and cognitive impairments of children and adolescents;
- Have expertise in the cultural and social characteristics of children and adolescents;
- Possess a curriculum vitae reflecting training and experience in the forensic evaluation of children;
- Be familiar with juvenile competency standards and accepted criteria used in evaluating juvenile competence; and
- Possess a comprehensive understanding of effective interventions as well as treatment, training, and programs for the attainment of competency available to children and adolescents.<sup>18</sup>

**I. Records to the Expert**

Minor's counsel should, to the best of their ability, gather and provide all available, non-privileged records to the expert. The district attorney and the probation department may obtain any relevant records, as appropriate, and provide the records to the expert.

**J. Developmental Disability**

If the expert believes the minor is developmentally disabled, the juvenile court shall appoint the director of a regional center for developmentally disabled individuals described in Article 1 (commencing with Section 4620) of Chapter 5 of Division 4.5, or the director's designee, to evaluate the minor.<sup>19</sup>

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<sup>18</sup> Cal. Rules of Court, rule 5.643(d)(1)(C).

<sup>19</sup> § 709, subs. (b)(7), (8) & (9).

**K. Minor's Statements to Expert**

Statements made to the appointed expert during the minor's competency evaluation and statements made by the minor to mental health professionals during remediation proceedings, and any fruits of those statements, shall not be used in any further hearing against the minor in either juvenile or adult court.<sup>20</sup>

**L. Additional Qualified Experts**

The district attorney or minor's counsel may retain or seek the appointment of additional qualified experts who may testify during an evidentiary hearing. An expert retained by the district attorney may not perform a competency evaluation on a minor without an order from the juvenile court after providing notice to minor's counsel and petitioning the court for an order pursuant to Code of Civil Procedure section 2016.010 et seq. The report and qualifications of an expert retained by either party shall be disclosed to the opposing party at least 5 judicial days before the competency hearing. If a party fails to timely disclose the expert's report and qualifications, the juvenile court may make any order necessary to enforce disclosure as required, including, but not limited to, immediate disclosure, contempt proceedings, delaying or prohibiting the expert's testimony, continuance of the hearing, or any other lawful order.<sup>21</sup>

**M. Expert Panel**

The Yolo County Juvenile Court shall develop and maintain a panel of qualified experts in child and adolescent development and forensic evaluation of juveniles for purposes of adjudicating competency. The juvenile court shall establish a procedure for selecting an expert for appointment. A copy of a panel expert's qualifications shall be provided to a party upon request.

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<sup>20</sup> § 709, subd. (b)(5).

<sup>21</sup> § 709, subd. (b)(6).



### **III. COMPETENCY HEARING**

#### **A. Nature of the Competency Hearing**

The question of the minor's competency shall be determined at an evidentiary hearing unless there is a stipulation or submission by the parties on the findings of the expert that the minor is incompetent. It shall be presumed that the minor is mentally competent, unless it is proven by a preponderance of the evidence that the minor is incompetent to proceed. With respect to a minor under 14 years of age at the time of the commission of the alleged offense, the juvenile court shall make a determination as to the minor's capacity pursuant to Penal Code section 26 prior to deciding the issue of competency.<sup>22</sup>

The party asserting that the minor is incompetent to proceed has the burden of proof by a preponderance of the evidence. The district attorney has the burden of proof by clear and convincing evidence a minor under 14 years of age at the time of the commission of the alleged offense had the capacity to commit a crime pursuant to Penal Code section 26.<sup>23</sup>

#### **B. Time for Competency Hearing**

The juvenile court shall set a competency hearing within 15 judicial days from the hearing to receive the expert's report if the minor is detained in secure confinement and within 30 calendar days if the minor is not detained or on home supervision. Upon a showing of good cause, the juvenile court may continue the competency hearing only for the time shown to be necessary.

#### **C. Competent to Proceed**

If the juvenile court finds the minor competent to proceed, the court shall reinstate proceedings and proceed commensurate with the court's jurisdiction.<sup>24</sup>

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<sup>22</sup> § 709, subd. (c)

<sup>23</sup> *In re Joseph H.* (2015) 237 Cal.App.4th 517, 538.

<sup>24</sup> § 709, subd. (d).

**D. Incompetent to Proceed**

If the juvenile court finds the minor is incompetent to proceed, but is likely to be remediated, all proceedings shall remain suspended for a period of time that is no longer than reasonably necessary to determine whether there is a substantial probability that the minor will attain competency in the foreseeable future, or the juvenile court no longer retains jurisdiction and the case must be dismissed.<sup>25</sup>

If the juvenile court finds that the minor will not achieve competency within six months, the court shall dismiss the petition. The juvenile court may invite persons and agencies with information about the minor to the dismissal hearing to discuss any services that may be available to the minor after jurisdiction is terminated.<sup>26</sup>

If the minor is found to be incompetent and the petition contains only misdemeanor offenses, the petition shall be dismissed.<sup>27</sup> Prior to a dismissal, the juvenile court may make orders that it deems appropriate for services.<sup>28</sup>

**E. Motions**

During the suspension of proceedings, the juvenile court may rule on motions that do not require the participation of the minor in the preparation of the motions. These motions include, but are not limited to, all of the following:

1. Motions to dismiss;
2. Motions regarding a change in the placement of the minor;
3. Detention hearings;
4. Demurrers;<sup>29</sup> and
5. Motions to join agencies.<sup>30</sup>

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<sup>25</sup> § 709, subd. (e).

<sup>26</sup> § 709, subd. (h)(4).

<sup>27</sup> § 709, subd. (f).

<sup>28</sup> § 709, subd. (e).

<sup>29</sup> Ibid.

<sup>30</sup> § 727, subd. (b)(1).

#### **IV. AFTER THE COMPETENCY HEARING**

##### **A. Remediation Services**

Upon a finding of incompetency, the juvenile court shall refer the minor to services designed to help the minor attain competency, unless the court finds that competency cannot be achieved within the foreseeable future. The juvenile court may also refer the minor to treatment services to assist in remediation that may include, but are not limited to, mental health services, treatment for trauma, medically supervised medication, behavioral counseling, curriculum-based legal education, or training in socialization skills, consistent with any laws requiring consent. Services providers and evaluators shall adhere to the standards stated in section 709 and the California Rules of Court.<sup>31</sup>

##### **B. Remediation Program**

The services provided to the minor shall be in accordance with a remediation program. The probation department is responsible for preparing and submitting a written remediation program. The remediation program shall describe with particularity which remediation services the minor will receive to help the minor attain competency and for how long. If the minor qualifies for services from a regional center, the remediation program shall include services provided by a regional center.

If the minor is detained in secure confinement, the remediation program shall identify which remediation services the minor would receive if placed at home or at an alternative setting to secure confinement.

The juvenile court may adopt the remediation program in full or as modified.

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<sup>31</sup> § 709, subd. (g)(1).

**C. Multidisciplinary Team**

The juvenile court shall order a multidisciplinary team that may include, but is not limited to, minor's parent(s) or legal guardian(s), minor's counsel, county counsel, the probation department, county mental health department, and, if appropriate, a regional center, to develop the remediation program.

**D. Time for Remediation Program**

The juvenile court shall receive the remediation program at a hearing within 30 calendar days after the court finds the minor incompetent to proceed. The probation department shall file the remediation program with the juvenile court and serve the district attorney at least 3 judicial days before the hearing.

**E. Periodic Review of Remediation Program**

The minor shall be returned to juvenile court at the earliest possible date. The juvenile court shall review remediation program at least every 30 calendar days for minors in custody and every 45 calendar days for minors out of custody prior to the expiration of the total remediation period specified in section 709, subdivision (h)(3). If the minor is in custody, the county mental health department shall provide the juvenile court with suitable alternatives for the continued delivery of remediation services upon release from custody as part of the court's review of the remediation program. The juvenile court shall consider appropriate alternatives to juvenile hall confinement, including, but not limited to, all of the following:

1. Placement through regional centers;
2. Short-term residential therapeutic programs;
3. Crisis residential programs;
4. Civil commitment;
5. Foster care, relative placement, or other non-secure placement;

6. Other residential treatment programs.<sup>32</sup>

At the periodic review, the probation department shall provide the juvenile court with an update on the minor's progress toward remediation. The juvenile court may change or modify the remediation program on its own motion or on the motion of any party when it appears that the best interests of the child may be promoted by the proposed change or modification. If the minor is detained, the minor's detention shall be reviewed.

**V. REMEDIATION HEARING**

**A. Nature of a Remediation Hearing**

The question of the minor's remediation shall be determined at an evidentiary hearing unless there is a stipulation or submission by the parties on recommendation of the remediation program.

At least 10 judicial days prior to a remediation hearing, the probation department in consultation with the multidisciplinary team shall submit a written report describing the remediation services provided by the remediation program, the minor's participation, and a recommendation as to whether the minor has attained competency.

If the recommendation is that the minor has attained competency and if the minor disputes that recommendation, the burden is on the minor to prove by a preponderance of evidence that the minor remains incompetent and the juvenile court may appoint an expert to evaluate the minor in the manner described in this protocol.

If the recommendation is that the minor has not yet been remediated but is likely to be remediated within six months and if the district attorney disputes that recommendation, the minor shall be presumed incompetent and the prosecution shall have the burden to

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<sup>32</sup> § 709, subs. (g)(1)(A)-(F).

prove by a preponderance of evidence that the minor is competent and the juvenile court may appoint an expert to evaluate the minor in the manner described in this protocol.

If the recommendation is that the minor is unable to be remediated and if the prosecutor disputes that recommendation, the burden is on the prosecutor to prove by a preponderance of evidence that the minor is remediable and the juvenile court may appoint an expert to evaluate the minor in the manner described in this protocol.

The provisions of section 709, subdivision (c), shall apply at this stage of the proceedings.<sup>33</sup>

**B. Time for Remediation Hearing**

*1. Six months*

Within six months from the receipt of the expert's report, the court shall hold an evidentiary hearing on whether the minor is remediated or is able to be remediated unless there is a stipulation or submission by the parties on recommendation of the remediation program.<sup>34</sup>

*2. One year*

The total remediation period shall not exceed one year from the finding of incompetency and secure confinement shall not exceed the limit specified in section 709, subdivision (h)(5)(A).

**C. Competent to Proceed**

If the juvenile court finds that the minor has been remediated and is competent to proceed, the court shall reinstate the proceedings.<sup>35</sup>

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<sup>33</sup> § 709, subd. (h)(1).

<sup>34</sup> *Ibid.*

<sup>35</sup> § 709, subd. (h)(2).

**D. Incompetent to Proceed**

If juvenile court finds that the minor has not yet been remediated, but is likely to be remediated within six months, the court shall order the minor to return to the remediation program.<sup>36</sup>

If the juvenile court finds that the minor will not achieve competency within six months, the court shall dismiss the petition. The juvenile court may invite persons and agencies with information about the minor to the dismissal hearing to discuss any services that may be available to the minor after jurisdiction is terminated.<sup>37</sup>

**VI. SECURE CONFINEMENT**

**A. Least Restrictive Environment**

Services shall be provided in the least restrictive environment consistent with public safety, as determined by the juvenile court. A finding of incompetency alone shall not be the basis for secure confinement.<sup>38</sup> The juvenile court may make any orders necessary to assist with the delivery of remediation services in an alternative setting to secure confinement.<sup>39</sup>

**B. During Remediation**

Secure confinement shall not extend beyond six months from the finding of incompetency, except as provided in this section. In making that determination, the juvenile court shall consider all of the following:

1. Where the minor will have the best chance of obtaining competence;
2. Whether the placement is the least restrictive setting appropriate for the minor;
3. Whether alternatives to secure confinement have been identified and pursued and why alternatives are not available or appropriate; and

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<sup>36</sup> § 709, subd. (h)(3).

<sup>37</sup> § 709, subd. (h)(4).

<sup>38</sup> § 709, subd. (g)(1).

<sup>39</sup> § 709, subd. (g)(2).

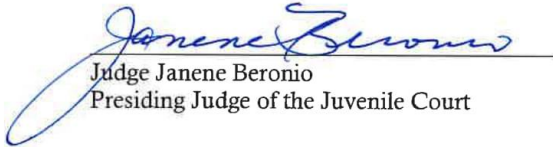
4. Whether the placement is necessary for the safety of the minor or others.<sup>40</sup>

If the juvenile court determines, upon consideration of these factors, that it is in the best interests of the minor and the public's safety for the minor to remain in secure confinement, the court shall state the reasons on the record.<sup>41</sup>

**C. Additional Secure Confinement**

Only in cases where the petition involves an offense listed in section 707, subdivision (b), may the juvenile court consider whether it is necessary and in the best interests of the minor and the public's safety to order secure confinement of a minor for up to an additional year, not to exceed 18 months from the finding of incompetency.<sup>42</sup>

Approved by:

  
\_\_\_\_\_  
Judge Janene Beronio  
Presiding Judge of the Juvenile Court

  
\_\_\_\_\_  
Judge Daniel P. Maguire  
Judge of the Juvenile Court

<sup>40</sup> § 709, subds. (h)(5)(A)(i)-(iv).

<sup>41</sup> § 709, subd. (h)(5)(B).

<sup>42</sup> § 709, subd. (h)(5)(C).