

**Memorandum of Understanding
Between the York County Court and CASA for York County**

“CASA for York County supports and provides volunteer advocacy for abused and neglected children, enabling them to thrive in a safe, permanent home.”

Achieving the goals and mission of this CASA program requires the development of a good working relationship between the Court and the CASA Program. This Memorandum of Understanding identifies and clarifies that relationship.

SECTION I. CASES TO BE REFERRED TO CASA PROGRAM

IT IS AGREED that the following categories of abuse/neglect and dependency cases under the jurisdiction of the County Court are most appropriate for referral to the CASA program. This includes referral of cases within the following categories:

- A. Children who fall under 43-247 (3a) and 43-247 (3b) who are wards of the State of Nebraska.
- B. Delinquent children who fall under 43-247 (1), (2) and (4) who are not state wards of Nebraska will not be accepted. If the above are state wards under a parallel docket, the CASA Volunteer can be appointed to the parallel docket. In such a collateral situation, the CASA Volunteer may wish to attend the delinquent proceedings in regard to the child(ren) they are appointed to.

SECTION II. ROLE AND RESPONSIBILITY OF A CASA VOLUNTEER

IT IS AGREED that the role and responsibility of the CASA volunteer are as follows:

- A. ROLE:** A CASA volunteer is appointed as an Friend of the Court to provide the Court and other named responsible parties with independent and objective information regarding the status of children involved in cases filed under 43-247 as outlined above. Primarily, other responsible parties include the Protection and Safety Worker with the Department of Health and Human Services, the Guardian Ad Litem, the County Attorney, and the Attorneys for parents/guardians or other named parties. Upon appointment, the CASA independently gathers and assesses information, develops recommendations and submits written and verbal reports, to be considered by the Court to aid in its decisions. The Court may direct the manner in which a CASA volunteer and any Guardian Ad Litem appointed in a case shall collaborate. The CASA volunteer will comply with the requirements of the CASA for York County Program and will abide by the restrictions contained in statute, LB 1167.
- B. RESPONSIBILITY:** The mandate of the CASA volunteer is to assist the Court in assuring that the best interests and safety of the child(ren) are served in relation to his or her right to a safe and permanent living environment. The CASA volunteer, in consultation with CASA for York County Program staff, is responsible for reporting, as specified in Ne. Rev. Stat. Section III (c), any information regarding the continuing

safety of the child. The CASA volunteer reports to and is directly supervised by the CASA for York County Program staff. The Program staff is responsible for the CASA volunteer's performance and is responsible for facilitating interactions among the CASA, Court, and named parties.

SECTION III. IMPLEMENTATION OF VOLUNTEER ACTIVITIES

- A. TRAINING AND SUPERVISION:** CASA for York County will be responsible for conducting initial and on-going in-service training for CASA volunteers and will certify those volunteers completing the training program as being ready to begin service. The training will meet the minimum requirements of *Laws 2000 LB 1167 Section 31*. The CASA Program will be responsible for all volunteer management duties; e.g. recruitment, screening, training, assignment and supervision of CASA volunteers.
- B. APPOINTMENT:** When CASA volunteers have been trained and certified, the Court will conduct a swearing-in ceremony appointing the CASA volunteers as Friends of the Court. This appointment will remain in effect until such time as the CASA volunteer's service is terminated.
- C. ASSIGNMENT AND TERMINATION:**
1. The Court may identify to the CASA Program cases for which the assignment of a CASA volunteer is requested. Cases will be identified for referral at the earliest possible stages or at such other times as the Court deems appropriate. In addition, requests for the assignment of a CASA volunteer may be made through and as approved by the Court to the CASA Program by Health and Human Services, County Attorney, Guardian Ad Litem, by the parents' attorney, or by other interested parties. The CASA Program will inform the Court of the CASA volunteers available for appointment and any restrictions or conditions affecting their availability for appointment.
 2. Contingent upon availability of a volunteer appropriate for the case, the CASA Program will assign a CASA volunteer and will notify the Court of the assignment. The CASA Program retains the right to accept or deny a case before appointment of a CASA volunteer. Upon acceptance of a case by the CASA Program, the Court will issue an order confirming the appointment of the CASA volunteer. The Court will notify the CASA Program of appointment of the CASA volunteer and the CASA Program will be responsible for distribution of the Order of Appointment to other parties in the case.
 3. All CASA volunteers will be bound by the confidentiality requirements of *Laws 2000 LB 1167 Section 37*. The court order of appointment will include a reaffirmation of the confidentiality oath.

4. All CASA volunteers will receive a specific order pursuant to *Laws 2000 LB 1167 Section 36* authorizing the CASA volunteer to review all relevant documents, to have access to such records and other information relating to the child(ren), parent(s), legal guardian(s), or other named parties in interest as the court deems necessary, and to interview all parties involved in the case, including parents, other parties in interest, and any other persons having significant information relating to the child(ren).
5. The time at which the CASA volunteer begins to actively perform service on the case will be determined on a case by case basis by the CASA Program staff in accordance with the order of the Court. Upon each new assignment, the CASA volunteer will reaffirm his or her commitment to be bound by confidentiality standards and ethics throughout the assignment.
6. The CASA volunteer will continue in active service on the case until the Court's jurisdiction over the child(ren) terminates, or upon discharge by the Court on its own motion or at the request of the CASA Program staff.

D. INFORMATION GATHERING:

1. Pursuant to *Laws 2000 LB 1167 Section 35*, upon appointment in an action, a CASA volunteer may have the duty to conduct an independent investigation regarding the best interests of the child that will provide factual information to the Court regarding the child(ren) and the child(ren)'s family. The investigation shall include interviews with and observations of the child, interviews with other appropriate individuals, and the review of relevant records and reports.
2. Prior to the assignment of a CASA Volunteer, the CASA Program staff will review the Court file. The Court order authorizing the CASA volunteer to have access to such records and other information relating to the child(ren), parent(s), legal guardian(s), or other named parties in interest as the Court deems necessary will be given to all parties.
3. The duties the CASA volunteer will perform may include:
 - (a) Interviews: Relevant and appropriate persons may include school personnel, social workers, medical and psychological care providers, parents, immediate family members, other relatives, foster parents and others, depending on the facts of the case. The CASA volunteer shall make arrangements to visit the child(ren), and can be assisted in making these arrangements by the CASA Program staff.
 - (b) Access to Information: The CASA volunteer will have access to information relevant to the child(ren)'s case through the Court order of appointment. The CASA volunteer may make arrangements with the Department of Health and Human Services to review their case file at a mutually convenient time. Any documents or reports distributed to the parties in the case shall be distributed to the CASA volunteer at the same time.

E. REPORTING:

The CASA volunteer will provide the Court with both written and oral reports, as required.

1. Written Reports: The CASA volunteer may submit written reports offered as evidence with recommendations consistent with the best interests and safety of the child(ren), subject to all pertinent objections. The CASA volunteers will prepare written reports under the supervision of the CASA Program staff in a format and manner prescribed by the CASA Program and the Court. Written reports are to be submitted to the Court in accordance with Court policy (not less than 3 working days) prior to any hearing. However, the current CASA for York County Office policy is to have Court reports completed and sent out to all parties one (1) week in advance of hearings and this program will continue to abide by that policy. Copies of the written reports are to be sent to all parties of record. In addition to reports prepared for court hearings, written reports may be submitted whenever it is determined by the CASA volunteer and the CASA Program staff that information discovered by the volunteer significantly impacts the welfare and safety of the child, and/or the continued implementation of the treatment plan. The CASA Program will keep a copy of each written report in the agency's case files.
2. Verbal Reports: The CASA volunteer may be requested to provide verbal reports during the Court proceedings. For this purpose, the CASA volunteer at the request of the Court, may be seated next to the Guardian Ad Litem during the court hearing.
3. Testimony: The CASA volunteer may be called as a witness in an action by any party or the Court and the Court, at its discretion, may request the CASA to appear as a witness.
4. Mandatory Reporting: The CASA Program agrees that the CASA volunteer shall immediately report any new suspicion of child abuse or neglect in accordance with Ne. Rev. Stat. 28-711.

SECTION IV. WORKING RELATIONSHIPS

- A. The CASA Program staff will supervise the CASA volunteers and facilitate the interaction of the CASA volunteers with the Department of Health and Human Services, the Court and other named parties.
- B. The CASA volunteers will seek guidance and assistance from the CASA Program staff in the performance of their CASA duties.
- C. The CASA Program staff may accompany the CASA volunteers during Court proceedings, home visits, DHHS staffings or other case meetings and will substitute for the CASA volunteer if the volunteer is unable to attend these activities.
- D. The CASA Program staff and the Court will maintain open, constructive and effective communication regarding the CASA volunteers' performance and the operation of the CASA program.

SECTION V. ACCEPTANCE

This memorandum of Understanding has been reviewed and accepted by the management and governing bodies of the organizations indicated below to be effective for a period of one year from the date of execution; this agreement may be renewed in writing, executed by the parties hereto at least thirty days prior to the date this agreement would otherwise terminate.

A. York County York Court :

Amelia Q. Henkel _____ Date 8-17-22

Presiding York County Court Judge



B. CASA for York County Program

Elizabeth Hain _____ Date 8-16-22

CASA Program Director