



WENDY STILL, MAS
Chief Probation Officer

ALAMEDA COUNTY PROBATION DEPARTMENT

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February 25, 2020

Honorable Board of Supervisors
County Administrator Building
1221 Oak Street
Oakland, CA 94612

SUBJECT: APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN ALAMEDA COUNTY PROBATION DEPARTMENT AND UTAH DIVISION OF SUBSTANCE ABUSE AND MENTAL HEALTH JUVENILE COMPETENCY ATTAINMENT PROGRAM TO INSTRUCT ALAMEDA COUNTY PROBATION STAFF ON ATTAINMENT CURRICULUM FOR TRIAL COMPETENCE

Dear Board Members:

RECOMMENDATIONS:

1. Approve a Memorandum of Understanding between Alameda County Probation Department (ACPD) and Utah Division of Substance Abuse and Mental Health Juvenile Competency Attainment Program to provide training to ACPD staff on attainment curriculum for trial competency, for the period of 4/7/2020 – 4/6/2023 in an amount not to exceed \$2,000; and
2. Authorize the Chief Probation Officer or designee, upon review and approval as to form by County Counsel, to sign the Memorandum of Understanding and return an executed copy to the Clerk of the Board for filing.

SUMMARY/DISCUSSIONS:

The Juvenile Competency Protocol of Alameda County mandates that if a delinquency judge has an objective doubt that a minor may be incompetent to stand trial, he must suspend the minor's matter and initiate competency proceedings. If after these proceedings the minor is found to be incompetent to enter a plea/stipulation and withstand trial or be adjudicated because the minor does not understand the court process or cannot effectively communicate with his/her attorney, the court must order a competency restoration plan to attain competency. The Alameda County Probation Department, Juvenile Division intends to train its staff to help minors attain competency.

The Utah Division of Substance Abuse and Mental Health (DSAMH) has an established Juvenile Competency Attainment Program currently being utilized in four states. Since the development of this program in 2013 Utah DSAMH has conducted 555 competency evaluations. In Fiscal Year (FY) 2019, 97 cases were evaluated. Of these cases, the Courts agreed with their evaluations 99% of the time.

The purpose of this Memorandum of Understanding is for DSAMH to provide training and coaching to Alameda County Probation staff on Attainment Curriculum for Trial Competency (ACTC). The goal of this training is to equip staff to better serve the department's juvenile clients and improve the percentage of juveniles attaining competence to stand trial in Alameda County as well as improve and further develop DSAMH's ACTC. Alameda County staff will receive ACTC certification by participating in a three-day program that includes training and coaching of trainers and training and coaching of attainment providers. ACPD will pay for up to \$2,000.00 for DSAMH's travel-related expenses.

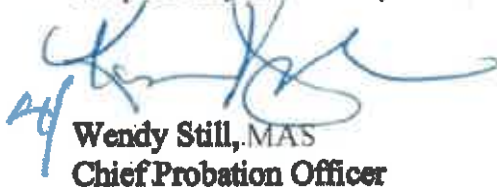
FINANCING:

Funding for this MOU will come from the ACPD FY 2019-20 approved budget. No additional appropriations are required and there is no increase in net County cost.

VISION 2026 GOAL:

Alameda County Probation staff training on Attainment Curriculum for Trial Competency meets the 10X goal pathway of a **Crime Free County** in support of our shared visions of a **Thriving & Resilient Population** and **Safe & Livable Communities**.

Respectfully submitted,


Wendy Still, MAS
Chief Probation Officer

Ws:da

MEMORANDUM OF UNDERSTANDING
(INFORMATION SHARING AGREEMENT)
BY AND BETWEEN

UTAH DIVISION OF SUBSTANCE ABUSE AND MENTAL HEALTH JUVENILE COMPETENCY ATTAINMENT
PROGRAM AND
ALAMEDA COUNTY PROBATION DEPARTMENT

- A. Parties: This agreement is between Utah Division of Substance Abuse and Mental Health Juvenile Competency Attainment Program, Utah Department of Human Services (“DHS”) and Alameda County Probation Department (Alameda) of the County of Alameda.
- B. Purpose: The purpose of this agreement is to meet the following goals:
- a. Alameda will improve the percentage of juveniles attaining competence to stand trial
 - b. DHS will improve their Attainment Curriculum for Trial Competence (ACTC)

The parties understanding the following regarding the purpose of this agreement:

- i. Use of DHS’s ACTC and fidelity to DHS’s educational strategies are expected to increase the number of Alameda juveniles who attain competence to stand trial.
 - ii. Data provided to DHS by Alameda will be used to further develop the ACTC and to better understand ways that learning affects attainment of juvenile competency to stand trial.
- C. Coaching and Training Activities: DHS shall provide training, coaching, and the ACTC to Alameda. No fee will be charged for the training, coaching, or curriculum. To maintain fidelity to the process, Alameda shall participate in training and coaching activities as described below:
- a. Training of Trainers: Alameda training staff shall participate in Train-the-Trainers, a three-day training, and are expected to achieve ACTC certification. Train-the-Trainers will consist of:
 - i. Day one: Foundations. This is a six-hour workshop covering the educational principles fundamental to ACTC delivery.
 - ii. Day two: ACTC details. This is a six-hour workshop covering strategies specific to each of the ACTC’s ten modules associated assessments.
 - iii. Day three: Certification. During the six-hour certification process, Alameda trainers will demonstrate competency in nine areas identified as critical to support providers in ACTC delivery.
 - b. Training of Providers: Each member of the training team who participates in Train-the-Trainers will:
 - i. Train attainment providers using training materials and methods provided by DHS.
 - c. Coaching of Trainers: after service providers are trained, members of the Alameda training team will:

- i. Participate in a one-hour technical assistance call with DHS. During this call the future coaching calls will be discussed and technical assistance regarding data sharing will be provided.
 - ii. Receive invitations to participate in the weekly coaching calls with providers described in the next section (C.d.ii).
 - iii. Participate in quarterly coaching calls (year 1)
 - iv. Participate in semi-annual coaching calls (year 2 and 3)
- d. Coaching of Providers: each of the providers trained on the ACTC will participate in the following activities:
- i. Select one youth who is beginning the competency attainment program. Schedule meeting with youth to support completion of one module per week.
 - ii. Participate in coaching calls at the end of each week to discuss delivery of the curriculum, application of relevant educational principles, and adaptations of the curriculum or delivery unique to that individual. The weekly coaching calls will be required until the youth has completed the curriculum.
 - iii. Participate in quarterly coaching calls for the remainder of year 1.
 - iv. Participate in semi-annual coaching calls (year 2 and 3)

D. Data Sharing: Alameda shall share with DHS client-level data related to the use of the ACTC for the three years from the date that Alameda participates in the technical assistance call (C.c.i)

- a. Maintain a shared tracking log. The tracking log will be developed by DHS and shared with Alameda. Data will be entered with one row per attainment case and include the following:
- i. A unique Case ID number for each case—this number must not be based on client’s name, identification numbers, case ID, or other identifiers used by Alameda
 - ii. The month and date of the court order for attainment services
 - iii. The month and date the youth completed or was discharged from the attainment program
 - iv. Whether the program was completed successfully or unsuccessfully
 - v. Final court finding (competent or not competent to stand trial)

Sample:

Case ID	Court Order (Month/Year)	Completion or Discharge date (Month/Year)	Completion Status	Court Finding
1234abc	5/2019	8/2019	Successful	Competent

- b. Administer pre- and post-tests for each module using DHS’s testing software. Details regarding pre- and post-test administration are below:

- i. A link to the pre and post-tests will be provided during the technical assistance call (C.c.i) as will a link to the pre- and post-test logs and reports. Logs and reports will be available for review, in real time, by Alameda trainers and providers
 - ii. Pre- and post-tests will be entered using the same unique Case ID entered into the tracking log
 - iii. A summary of each test will be available for download once the test is completed
- E. Approval: Prior to any public dissemination of findings that use data provided by Alameda, the to-be-disseminated documents, figures, tables, and slides will be subjected to an embargo period of five business days. During the embargo period, proposed documents will be submitted to Alameda and Alameda will have the opportunity to review the documents, give feedback, express concerns, and give approval for dissemination.
- F. Funding: Each party shall be responsible for its own cost and expenses related to the project. Alameda shall be responsible for printing cost of the training materials and travel and hotel cost for the DHS trainer at an estimated cost not to exceed \$2,000.
- G. Term and Termination: This Agreement becomes effective upon execution and may be terminated by either party upon thirty (30) days prior written notice to the other party. The Agreement terminates three years after the date of the last technical assistance call (C.c.i). The Agreement will be reviewed annually.
- H. This Agreement constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

BY SIGNING BELOW, THE PARTIES REPRESENT THAT THEY HAVE READ, UNDERSTAND, AND AGREE TO ALL THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

Utah Division of Substance Abuse and
Mental Health Juvenile Competency
Attainment Program of the Utah
Department of Human Services (DHS)

Alameda County Probation Department of
the County of Alameda (Alameda)

By: _____

By: _____

Name: Amanda Alkema

Title: Forensic System
Administrator

Date: _____

Name: Wendy Still

Title: Chief Probation Officer

Date: _____

DRAFT