

ORIGINAL

MEMORANDUM OF UNDERSTANDING 125-M1510 (A Multi-Disciplinary Team Agreement)

Between

THE COUNTY OF EL DORADO

and

**EL DORADO COUNTY OFFICE OF EDUCATION, COURT APPOINTED SPECIAL
ADVOCATES OF EL DORADO COUNTY, CITY OF PLACERVILLE POLICE
DEPARTMENT, and CITY OF SOUTH LAKE TAHOE POLICE DEPARTMENT**

Regarding

FOSTER YOUTH AND HUMAN TRAFFICKING TASK FORCE (FYHT)

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as “County”) and the El Dorado County Office of Education, Court Appointed Special Advocates of El Dorado County, City of Placerville Police Department, and City of South Lake Tahoe Police Department, hereinafter collectively referred to as the “FYHT Task Force.” This MOU sets forth each party’s role and responsibilities as it applies to participating on the Foster Youth and Human Trafficking Task Force as a Member Agency.

RECITALS

WHEREAS, County of El Dorado Health and Human Services Agency (HHS), County of El Dorado Sheriff’s Office (EDSO), County of El Dorado Probation Department (Probation), County of El Dorado District Attorney’s Office (DA), County of El Dorado Public Defender’s Office (Public Defender) and County of El Dorado County Counsel (County Counsel) are departments or agencies of the County of El Dorado and are overseen by the County of El Dorado Board of Supervisors; and

WHEREAS, the respective Department Heads of each of the County departments or agencies listed above are in concurrence with the terms and conditions set forth in this Foster Youth and Human Trafficking Task Force (FYHT) MOU; and

WHEREAS, El Dorado County Office of Education (EDCOE), Court Appointed Special Advocates of El Dorado County (CASA), City of Placerville Police Department (Placerville PD), and City of South Lake Tahoe Police Department (SLT PD) are partner agencies to County of El Dorado; and

WHEREAS, Welfare and Institutions Code (WIC) 18960-18964 states a county may establish a child abuse multi-disciplinary personnel team (MDT) within the county to allow provider agencies to share confidential information in order for provider agencies to investigate reports of suspected child abuse or neglect pursuant to Penal Code (PC) §11160, 11166, or 11166.05 to make detention determinations and to provide services; and

WHEREAS, each proposed FYHT Task Force Member Agency provides services for the identification, investigation, and prevention of the Commercial Sexual Exploitation of Children (CSEC), domestic minor sex trafficking, and human trafficking; and

WHEREAS, each proposed FYHT Task Force Member Agency has the responsibility, experience, and expertise to provide services as described; and

WHEREAS, County of El Dorado Health and Human Services Agency, County of El Dorado Sheriff's Office, County of El Dorado Probation, County of El Dorado District Attorney's Office, County of El Dorado Public Defender's Office, County of El Dorado County Counsel, El Dorado County Office of Education, Court Appointed Special Advocates of El Dorado County, City of Placerville Police Department, and City of South Lake Tahoe Police Department mutually agree to be Member Agencies or Departments of the FYHT Task Force; and

WHEREAS, the FHYT Task Force has not been created by statute, has not been created by a formal action of a legislative body, and its members are not members of a formal legislative body; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable Federal, State, and local laws.

NOW THEREFORE, the FYHT Task Force Member Agencies hereto mutually agree as follows:

ARTICLE I

Purpose and Principles: The FYHT Task Force Member Agencies agree to establish an MDT to provide a secure, confidential forum where the members can openly discuss, identify, and collaborate to solve problems for commercially sexually exploited and trafficked children and youth in the County. The FYHT Task Force currently focuses on children and youth in foster care or who are receiving probation services. Future efforts may include prevention and intervention services for children from the community at large. Core FYHT Task Force principles:

- A. View sexually exploited and trafficked children as victims, not criminals, and avoid arrest and detention whenever possible.
- B. Provide sexually exploited and trafficked children with victim-centered services.
- C. Make sexually exploited and trafficked children safety a key concern.
- D. Treat sexually exploited and trafficked children with respect and take into account their cultural and linguistic needs.
- E. Prosecute those who exploit and traffic child victims.
- F. Focus on local, regional, and statewide collaboration and coordination.
- G. Rely on data and research, as well as experience, to improve system response and improved outcomes for sexually exploited and trafficked children.

ARTICLE II

Term: This MOU shall become effective when fully executed by all FYHT Task Force Member Agencies hereto for the initial period of one (1) year and shall automatically renew for successive one-year terms, from year to year thereafter unless terminated earlier pursuant to the provisions contained herein this MOU under the Article titled, "Termination of Participation."

ARTICLE III

Compensation: There shall be no remuneration to any FYHT Task Force Member Agency or individual representative appointed to the FYHT Task Force for their participation in the FYHT Task Force.

ARTICLE IV

Roles and Responsibilities of FYHT Task Force and Representatives:

- A. FYHT Task Force Member Agency shall provide the FYHT Task Force with necessary information from their Agency's records and serve as a liaison to their professional counterparts at their Agency.
- B. FYHT Task Force Representatives shall maintain a professional and positive interpersonal working relationship with all other Representatives of the FYHT Task Force.
- C. FYHT Task Force Representative shall provide definitions of professional terminology and explain legal responsibilities or any limitations of their profession.
- D. FYHT Task Force Representatives are expected to attend meetings regularly share all relevant case information, be respectful of others, be prepared for case discussion, respectfully and fully consider other FYHT Task Force Representative's opinions and conclusions, maintain objectivity with regards to case discussions, respect the deceased child and their family, and adhere to confidentiality agreements.
- E. The roles and responsibilities of each specific FYHT Task Force Member Agency are as follows:

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Member Agency or Department	Roles and Responsibilities
County of El Dorado Health and Human Services Agency	Child Welfare Services/Child Protective Services (Facilitator) Provides FYHT Task Force and Commercially Sexually Exploited Children (CSEC) program coordination, administrative support, and case management for dependency youth identified as CSEC or human trafficking cases or youth identified as being at high risk for CSEC or human trafficking.
	Mental Health Division: Provides, recommends, or coordinates mental health services to youth identified as CSEC or human trafficking cases or youth identified as being at high risk for CSEC or human trafficking.
	Public Health Division: Provides case management for dependency, delinquency or other youth identified as CSEC or human trafficking cases or youth identified as being at high risk for CSEC or human trafficking.
County of El Dorado Sheriff's Office	Investigates cases involving delinquency, dependency or other youth identified as CSEC or human trafficking cases or youth identified as being at high risk for CSEC or human trafficking.
County of El Dorado Probation Department	Provides case management for delinquency youth identified as CSEC or human trafficking cases or youth identified as being at high risk for CSEC or human trafficking.
County of El Dorado County Counsel	Ensures legal process and confidentiality for youth identified as CSEC or human trafficking cases or youth identified as being at high risk for CSEC or human trafficking.
County of El Dorado District Attorney's Office	Coordinates law enforcement investigations in cases involving delinquency, dependency or other youth identified as CSEC or human trafficking cases or youth identified as being at high risk for CSEC or human trafficking.
El Dorado County Public Defender's Office	Ensures legal process for delinquency or other youth identified as CSEC or human trafficking cases or youth identified as being at high risk for CSEC or human trafficking.
El Dorado County Office of Education (EDCOE)	Coordinates educational services for delinquency, dependency or other youth identified as CSEC or human trafficking cases or youth identified as being at high risk for CSEC or human trafficking.
City of Placerville Police Department and City of South Lake Tahoe Police Department	Investigates cases involving delinquency, dependency or other youth identified as CSEC or human trafficking cases or youth identified as being at high risk for CSEC or human trafficking.
Court Appointed Special Advocates (CASA)	Provides advocacy services for dependency youth identified as CSEC or human trafficking cases or youth identified as being at high risk for CSEC or human trafficking.

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ARTICLE V

Meetings:

- A. Regular meetings shall be held quarterly. At the last regular meeting of each calendar year, by consensus, FYHT Task Force representatives shall determine a regular quarterly meeting schedule for the next calendar year.
- B. Special Meetings: Due to the nature of the issues the FYHT Task Force confronts, most issues must be dealt with expeditiously, often within 24-48 hours. Therefore most FYHT Task Force meetings will be “ad hoc.” Notification shall be sent to FYHT Task Force Member Agencies when an issue cannot wait until the next quarterly meeting. It is understood that a Member Agency’s participation in special meetings is based on the FYHT Task Force Representative’s availability.

ARTICLE VI

Access to Records: At a FYHT Task Force Representative’s request, all records, and information relevant to the FYHT Task Force’s review of a case shall be presented at a regular or special meeting for review. Records and information may include but not be limited to birth certificates, relevant medical health records, mental health records, drug and alcohol records, law enforcement agency investigation records, Probation or Court records, and records from social service agencies that provided services to the child and/or the child’s family.

ARTICLE VII

Confidentiality: The following provisions regarding confidentiality shall be strictly adhered to without exception by all FYHT Task Force Member Agencies:

- A. All meetings, including but not limited to regular scheduled meetings and special FYHT Task Force meetings are closed to the public. FYHT Task Force meetings are multi-disciplinary team meetings not subject to the Brown Act.
- B. All records and information provided to the FYHT Task Force are considered confidential. The meetings shall be treated as internal staff meetings; sharing of information and documents at those meetings shall not be treated as public disclosure. Therefore, sharing information at those meetings by the Member Agencies shall not waive any privileges or other statutory confidentiality provisions that might apply to the records. Similarly sharing documents at the meetings does not render Members’ confidential documents not otherwise disclosable under the Federal Freedom of Information Act or the California Public Records Act “public” and therefore disclosable.
- C. Requests for documents shall be referred to the individual Member Agency that generated the document or retains the document in the ordinary course of business.
- D. Pursuant to all applicable mandated reporter laws, all information and discussions regarding victims of commercial sexual exploitation, domestic minor sex trafficking or human trafficking shall remain confidential to the fullest extent of the law.
- E. All FYHT Task Force representatives will be required to sign a “Foster Youth and Human Trafficking Task Force Confidentiality Agreement,” which is attached as Exhibit A, and is incorporated herein and made by reference.

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ARTICLE VIII

Indemnity: Each FYHT Task Force Member Agency shall defend, indemnify and hold harmless the other FYHT Task Force Member Agencies against and from any and all claims, actions, liabilities, damages, without limitation including payment of attorneys' fees, expert witness or consultant fees, and expenses related to the response to, settlement of, or defense of any claims or liability arising out of, or in any way connected with the respective responsibilities and duties hereby undertaken, except that each FYHT Task Force Member Agency shall bear the proportionate cost of any damage attributable to the fault of that FYHT Task Force Member Agency, its officers, agents, employees, and volunteers. It is the intention of the FYHT Task Force Member Agencies that, where fault is determined to have been contributory, principles of comparative fault shall be followed.

ARTICLE IX

Insurance or Self-Funding: Each FYHT Task Force Member Agency shall be responsible for providing appropriate insurance or self-funded coverage through its own resources for any liability arising out of this MOU, the services rendered pursuant to this MOU, or the use of the information provided pursuant to the performance of services required in this MOU.

Each Member Agency shall be responsible for providing Workers' Compensation coverage for its employees in accordance with the laws of its jurisdiction.

ARTICLE X

Changes to MOU: This MOU may be amended by mutual consent of the FYHT Task Force Member Agencies hereto. Said amendments shall become effective only when in writing.

ARTICLE XI

Termination of Participation:

Any FYHT Member Agency may cancel their participation in the FYHT Task Force through their representatives by giving thirty (30) days' notice in writing to the other FYHT Task Force Member Agencies.

ARTICLE XII

Authorized Signatures: The parties to this MOU represent that the undersigned individuals executing this MOU on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XIII

Entire MOU: This document and the documents referred to herein are the entire MOU between the parties regarding the FYHT Task Force they incorporate or supersede all prior written or oral MOUs or understandings about the FYHT Task Force.

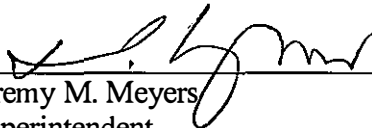
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding 125-M1510 on the dates indicated below.

THE COUNTY OF EL DORADO

By: _____
Norma Santiago, Chair
El Dorado County Board of Supervisors
"County"

Date

EL DORADO COUNTY OFFICE OF EDUCATION



Jeremy M. Meyers
Superintendent

12/3/14

Date

CITY OF PLACERVILLE POLICE DEPARTMENT

Scott Heller
Chief of Police

Date

CITY OF SOUTH LAKE TAHOE POLICE DEPARTMENT

Brian Uhler
Chief of Police

Date

COURT APPOINTED SPECIAL ADVOCATES (CASA)

John Adams
Executive Director

Date

sk

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Norma Santiago, Chair
El Dorado County Board of Supervisors
"County"


Date

EL DORADO COUNTY OFFICE OF EDUCATION

Jeremy M. Meyers
Superintendent

Date

CITY OF PLACERVILLE POLICE DEPARTMENT



Scott Heller
Chief of Police

12-03-14

Date

CITY OF SOUTH LAKE TAHOE POLICE DEPARTMENT

Brian Uhler
Chief of Police

Date

COURT APPOINTED SPECIAL ADVOCATES (CASA)

John Adams
Executive Director

Date

sk

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EL DORADO COUNTY OFFICE OF EDUCATION

Jeremy M. Meyers
Superintendent

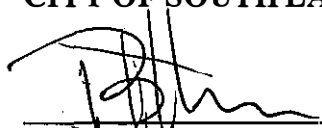
Date

CITY OF PLACERVILLE POLICE DEPARTMENT

Scott Heller
Chief of Police

Date

CITY OF SOUTHLAKE TAHOE POLICE DEPARTMENT



Brian Uffler
Chief of Police

Date 12/2/14

COURT APPOINTED SPECIAL ADVOCATES (CASA)

John Adams
Executive Director

Date

sk

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Norma Santiago, Chair
El Dorado County Board of Supervisors
"County"

Date

EL DORADO COUNTY OFFICE OF EDUCATION

Jeremy M. Meyers
Superintendent

Date

CITY OF PLACERVILLE POLICE DEPARTMENT

Scott Heller
Chief of Police

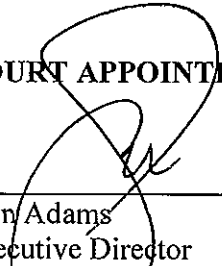
Date

CITY OF SOUTH LAKE TAHOE POLICE DEPARTMENT

Brian Uhler
Chief of Police

Date

COURT APPOINTED SPECIAL ADVOCATES (CASA)



John Adams
Executive Director

Date 12/2/2014

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Exhibit A
COUNTY OF EL DORADO

HEALTH & HUMAN SERVICES

Don Ashton, M.P.A.
Director

Child Welfare Services
Mark Contois
Program Manager II

3057 Briw Road, Suite A
Placerville, CA 95667
530-642-7300 Phone / 530-626-7734 Fax

3368 Lake Tahoe Boulevard, Suite 100
South Lake Tahoe, CA 96150
530-573-3201 Phone / 530-541-2803



BOARD OF SUPERVISORS

- RON "MIK" MIKULACO
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- SHIVA FRENTZEN
District II
- BRIAN K. VEERKAMP
District III
- RON BRIGGS
District IV
- NORMA SANTIAGO
District V

Foster Youth and Human Trafficking Task Force
Confidentiality Agreement

The Foster Youth and Human Trafficking (FYHT) Task Force functions as a multidisciplinary team (MDT) pursuant to California Welfare and Institution Code (WIC) section 18961.7(a), "Notwithstanding any other provision of law, a county may establish a child abuse multidisciplinary personnel team within that county to allow provider agencies to share confidential information in order for provider agencies to investigate reports of suspected child abuse or neglect made pursuant to Section 11160, 11166, or 11166.05 of the Penal Code, or for the purpose of child welfare agencies making a detention determination." The FYHT Task Force recognizes that confidentiality is paramount when dealing with victims of commercial sexual exploitation and human trafficking.

1. As a Representative of the FYHT Task Force, I understand that all cases discussed, any information received, and all documents reviewed or received pertaining to cases presented to the FYHT Task Force are strictly confidential.
2. As a representative of my Agency on the FYHT Task Force, I have received and read a copy of the current Memorandum of Understanding establishing and implementing the FYHT Task Force and agree to abide by its terms.
3. I agree that I will not discuss, disseminate in any manner, or otherwise cause dissemination of such information to any non-member, unless otherwise as provided by law.
4. I further understand and agree that my duty to preserve and protect the confidentiality of all information received as a FYHT Task Force Member Agency Representative is a continuing and permanent duty, is not contingent upon my status as a FYHT Task Force Representative, and is not terminated upon conclusion of my membership.

Name (print): _____

Signature: _____

Agency: _____

Title: _____

Date: _____

Vision Statement:
Transforming Lives and Improving Futures