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**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

18 December 12, 2017

LORI GLASGOW  
EXECUTIVE OFFICER

December 12, 2017

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**REQUEST FOR APPROVAL TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE  
LOS ANGELES COUNTY SUPERIOR COURT  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

This recommendation by County Counsel seeks the Board's approval to execute a Memorandum of Understanding ("MOU") and amendments on behalf of several County departments with the Los Angeles County Superior Court that will permit the departments to access Superior Court case information through the Court's new Justice Partner Portal or similar system.

**IT IS RECOMMENDED THAT THE BOARD:**

Authorize the Chief Probation Officer, the Treasurer and Tax Collector, the directors of the Departments of Children and Family Services, Mental Health, and Child Support Services, or their designees, and County Counsel, to execute an MOU and any amendments with the Los Angeles County Superior Court, similar to Attachment 1, to allow the departments to access the Superior Court case information through the Court's new Justice Partner Portal or similar system. Delegate authority to County Counsel to execute the MOU and any amendments on behalf of any other County department that needs access to the new Justice Partner Portal or similar system. Access to the Justice Partner Portal will be at no cost to the County and will be effective upon signature of the MOU by the department heads or designee.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

In approving the recommended action, the County will continue to have uninterrupted access to vital Superior Court case information, thereby enabling the departments to carry out their respective functions.

Several County departments currently have MOUs with the Superior Court for access to case information through the Court's old case management systems. However, as the Court transitions from antiquated systems to its new technology, the Court will discontinue the use of those older systems. For example, in September 2017, the Superior Court implemented a new platform for access to juvenile dependency case information. Other Superior Court case information continues to be available on the existing system, but will transfer to the Justice Partner Portal as it is fully implemented. The Superior Court has agreed to allow County departments to access the data information they need through existing arrangements until December 31, 2017. Once the new Justice Partner Portal is fully operational, County departments will not be able to efficiently access vital case information without signing a new MOU.

To permit access to the new Justice Partner Portal by non-court staff, the Court is obligated to comply with State security requirements. As a result, the Court is requiring a new MOU with each County department seeking access to the portal.

### **Implementation of Strategic Plan Goals**

The recommended action supports the County's Strategic Plan Goal III. 3 - Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by permitting County departments to efficiently access vital Superior Court case information at no cost to the County.

### **FISCAL IMPACT/FINANCING**

The recommended action will result in no cost to the County.

The Superior Court will provide the Justice Partner Portal without charge and will not limit the volume of use. The Court will monitor the departments' usage and its own costs for operating the system. The Court reserves the right to limit the volume of use, terminate the service, or seek reimbursement for the costs of providing the service in the future.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The terms and conditions of the recommended MOU have been reviewed and approved as to form by County Counsel. The MOU provides that the County and the Superior Court will mutually defend, indemnify, and hold harmless the other from all liabilities resulting from their respective acts and omissions arising from the MOU. The County will defend, indemnify and hold harmless the Los Angeles Superior Court for any claims related to privacy violations stemming from County employees' access to case information through the MOU. The MOU further provides that the Superior Court is not responsible in the event a court record is not current or is updated subsequent to County accessing that information.

The MOU provides for the confidentiality of Superior Court case information by limiting the use of the Justice Partner Portal to legitimate agency purposes and prohibiting unauthorized disclosures of information obtained through the portal.

Either the County or the Superior Court may terminate the MOU at any time.

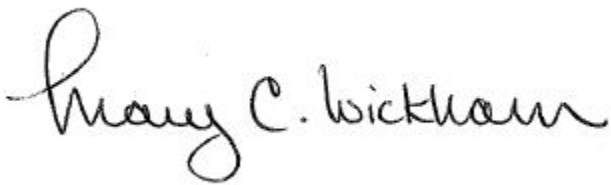
**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended MOU will ensure that the affected County departments have uninterrupted access to Superior Court Case information that is vital to their respective functions providing services to the County of Los Angeles.

**CONCLUSION**

Upon approval by the Board, please return two signed originals of the letter to County Counsel.

Respectfully submitted,

A handwritten signature in black ink that reads "Mary C. Wickham". The signature is written in a cursive, flowing style.

MARY WICKHAM

County Counsel

DB:dt

Enclosures

c: Sachi A. Hamai, Chief Executive Officer  
Lori Glasgow, Executive Officer  
Board of Supervisors  
Steven J. Golightly, Ph.D., Director  
Child Support Services Department  
Brandon Nichols, Acting Director  
Department of Children and Family Services  
Jonathan E. Sherin, M.D., Ph.D., Director,  
Department of Mental Health  
Terri L. McDonald, Chief Probation Officer,  
Probation Department  
Joseph Kelly, Treasurer and Tax Collector

**Memorandum of Understanding  
For use of Los Angeles Superior Court's  
Justice Partner Portal  
Probate & Family Law Case Access**

This Memorandum of Understanding ("MOU") is entered between the Superior Court of California, County of Los Angeles (LASC) and ("Agency") effective

**Purpose.** The purpose of this MOU is to memorialize the parties' understanding with regard to Agency's access to LASC maintained data and documents (Court Records) electronically provisioned by LASC to the Agency through LASC's Justice Partner Portal (JPP). Subject to the conditions herein, LASC grants to Agency and its authorized employees, free of charge, online access to JPP for official use only.

**Terms of Use/Confidentiality.** Agency acknowledges that information accessed by its employees through JPP may be confidential and is governed by all applicable privacy laws, statutes, rules, and regulations. Agency shall use data received under this MOU only to perform its official duties, for internal statistical and research purposes as permitted by law, and for fulfilling employment, certification, or licensing duties. Agency accepts sole responsibility for ensuring that its employees access JPP solely for legitimate Agency purposes; that its employees do not sell, assign, transfer, distribute, disseminate, misuse, or make any unauthorized disclosures of the information obtained from JPP; and that all employees comply with all other provisions of this MOU. Should any form of data breach occur, Agency bears sole responsibility for notifying the affected person(s) as required by Civil Code section 1798.29.

**Security.** Sharing of user accounts by multiple individuals is prohibited. Agency further agrees to disable user accounts immediately in the event that an Agency staff member no longer requires access to Court Records as part of his/her job duties or should the individual no longer be employed by the Agency.

**Description of Services.** LASC shall electronically provision Court Records to Agency in a manner determined solely by LASC.

**Access Audit Logging.** LASC reserves the right to perform audits as necessary to determine compliance with this MOU. LASC will record all access to all Court Records by all Agency employees. Periodically LASC will provide Agency with a comprehensive audit log to determine appropriateness of access by Agency employees. Audit data will include

- User ID
- Case Number
- Date/Time of Access
- Information accessed (e.g., case summary, case document)
- User IP Address and Browser Header data

**Fees and Transaction Volumes.** LASC will provide this service to the Agency without charge and not limit transaction volumes at this time. However, LASC will monitor Agency's usage and the costs required to provide this service. In the event that LASC deems that the costs associated with operating this service are excessive or otherwise unmanageable, LASC

reserves the right to limit transaction volumes, terminate this service or seek minimal reimbursement of costs to provide this service.

**Accuracy of Court Records.** LASC warrants that Court Records provided to Agency are copies of currently available Court Records as of the time of Agency access and review. As the official court record may be updated subsequent to Agency access and review, the Court Record may not reflect the current record at a later point in time. LASC shall have no liability in the event a Court Record is not current or is subsequently updated.

**Agency Staff Training and Audit Responsibilities.** Agency agrees to appropriately educate its employees regarding the terms of use set forth in this MOU. LASC will provide Agency the ability to generate audit reports to monitor its staff members' access to Court Records. The Agency agrees to perform periodic audits of usage by its staff members to ensure that Court Records are used in compliance with this MOU.

**Termination.** Either party may terminate this MOU at any time and for any reason, with or without cause. LASC reserves the right to immediately suspend service to Agency, without prior notice, if LASC determines that this MOU has been violated by Agency or a staff member of Agency. LASC may reinstate suspended service upon verification that such violations have been corrected and that measures have been taken by Agency to prevent future violations.

**Liability and Indemnification.** Each party shall indemnify, defend, and hold harmless the other, its elected and appointed officers, employees, and agents from and against any and all third-party liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), to the extent such result from their respective acts and/or omissions arising from and/or relating to this MOU and as such would be imposed in the absence of Government Code section 895.2. Agency shall indemnify, defend, and hold harmless LASC from any violation-of-privacy claim, or any other claim, arising out of Agency's access, or its employees' access, to JPP.

It is so agreed, effective the date set forth above.

SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF LOS ANGELES

\_\_\_\_\_  
(Agency)

\_\_\_\_\_  
SHERRI R. CARTER  
Executive Officer/Clerk

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone Number and Email)