



County of Los Angeles CHIEF EXECUTIVE OFFICE

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June 19, 2012

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

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 June 19, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

APPROVAL OF MEMORANDUM OF AGREEMENT WITH LAW ENFORCEMENT AGENCIES IN THE COUNTY TO PARTICIPATE IN THE COUNTY'S FAMILY AND CHILDREN'S INDEX (ALL DISTRICTS AFFECTED) (3-VOTES)

SUBJECT

Authorize the Chief Executive Officer (CEO) to enter into non-financial Memoranda of Agreements (MOAs) with Law Enforcement Agencies (LEAs) in Los Angeles County (County) to secure their participation in the County's Family and Children's Index (FCI).

IT IS RECOMMENDED THAT THE BOARD:

Delegate authority to the CEO to enter into non-financial MOAs substantially similar in form to the attached template between the County of Los Angeles and at least 10 LEAs within the County. Execution of the MOAs will secure new LEAs' participation in FCI and enhance the safety and well-being of children by facilitating the exchange of information among FCI agencies engaged in the investigation, prevention, identification, management or treatment of child abuse or neglect, as authorized by California Welfare and Institutions Code (WIC) Section 18961.5.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On September 21, 2010, the Board authorized the CEO to enter into a non-financial MOA with the Los Angeles Police Department (LAPD) that helped secure their participation in FCI. The Internal Services Department (ISD) and the Department of Children and Family Services (DCFS) developed and implemented an automated process for extracting LAPD data from the County's Electronic Suspected Child Abuse Reports (E-SCARS) database¹ and uploading

¹ E-SCARS, managed by DCFS, is a web-based application that uses the Sheriff's secure network to link DCFS and the District Attorney (DA) with all 46 LEAs in the County. Through this automated child abuse cross reporting system, the Child Protection Hotline is able to electronically transmit E-SCARS to any authorized LEA user.

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permissible data into FCI. The same methodology will be utilized to extract data from these new LEAs participating in FCI.

The addition of new LEA information to FCI will strengthen the safety net for children and families. It will enable DCFS social workers and other participating FCI agencies engaged in a child abuse or neglect investigation to better understand families and their circumstances and make more informed decisions that contribute positively to child safety. It will also enable faster connections among agencies that have had contact with the child or family and the formation of multi-disciplinary assessment teams.

Implementation of Strategic Plan Goals

The addition of LEAs in FCI promotes *Countywide Strategic Plan Goal 3: Integrated Services Delivery - Maximize opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community and public safety services.*

FISCAL IMPACT/FINANCING

While this is a non-financial MOA with the LEAs, the County will incur a cost of up to a total of \$60,500 to set-up new user accounts, contact information and policies for up to 10 LEAs. These costs will be offset using *Healthier Communities, Stronger Families and Thriving Children* (HST) funds from the CEO's budget, as previously approved by the Board to initiate the data transfers and maintenance fees when the first MOA was developed between the County and the LAPD.

Ongoing maintenance costs for LEAs will be fully offset through the existing FCI maintenance fee arrangement that participating County agencies have with ISD.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Welfare and Institutions Code Section 18961.5 authorizes counties to develop a database to share identifying information regarding families at risk of child abuse or neglect for the purpose of forming a multi-disciplinary team in order to prevent, identify, manage or treat child abuse and neglect. The database essentially serves as a pointer database, and in Los Angeles County, this database is called FCI.

The law requires each County to develop its own "at risk" definition to determine which families' information will be entered into the FCI. Information stored in FCI is restricted to only: (1) the name, address, telephone number, and date and place of birth of family members and persons living in the home; (2) the number assigned to the case by each provider agency; (3) the name and telephone number of each employee assigned to the case or a contact person from each provider agency; and (4) the date(s) of contact between each provider agency and a family member(s) or person(s) living in the home.

The information stored in FCI can only be accessed by designated provider agencies. The law defines provider agencies as any governmental or other agency which has as one of its purposes the prevention, identification, management, or treatment of child abuse or neglect. The law specifically indicates that LEAs are provider agencies.

As the data from the LEAs will enhance the information available through FCI, the MOA template contains mutual indemnification language for all parties against any and all liability.

The attached MOA template has been reviewed by County Counsel and approved as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The addition of new LEA information in FCI will strengthen the safety net for children and families by enabling DCFS social workers and other participating FCI agencies, engaged in a child abuse or neglect investigation, to better understand families and their circumstances. It is vital that social workers and other FCI staff have as much information as possible about a family prior to any visits being made to the home. This information will allow for more informed decision making by the social worker to ensure that children are kept safe from harm and that the best interests of the family are addressed.

Respectfully submitted,



WILLIAM T. FUJIOKA
Chief Executive Officer

WTF:BC:TP
LB:CP:km

Attachment

- c: District Attorney
- Sheriff
- Executive Office
- County Counsel
- Chief Information Office
- Children and Family Services
- Health Services
- Interagency Council on Child Abuse and Neglect
- Internal Services
- Mental Health
- Probation
- Public Health
- Public Social Services

MEMORANDUM OF AGREEMENT

FOR THE
LOS ANGELES COUNTY
FAMILY AND CHILDREN'S INDEX

BETWEEN:
THE COUNTY OF LOS ANGELES
AND
[INSERT CITY] POLICE DEPARTMENT

1. PARTIES AND PURPOSE

The parties to this agreement are Los Angeles County (County), acting by and through its Chief Executive Officer (CEO) and _____ Police Department, (___PD), acting by and through its Chief of Police (hereinafter the "Party" or collectively as "Parties").

The purpose of this Memorandum of Agreement (MOA) is to describe the framework for the use of County's Family and Children's Index (FCI), establish the County's "at risk" definition, outline _____ PD's "at risk" indicator, ensure that confidentiality requirements are maintained, and affirm _____ PD's commitment to fully participate in the County's FCI system.

2. PROGRAM DESCRIPTION

The FCI application is a computerized interagency database designed to better identify children and families who are at risk of child abuse or neglect. FCI stores basic allowable information about families and children that have had relevant contacts with public agencies and have been identified at risk for abuse or neglect. It authorizes users from provider agencies to obtain minimal identifying information regarding a child and child's family, as well as minimal information regarding another provider agency's contact(s) with a child and child's family. FCI also contains the names of the agency employee(s) assigned to the case. The data is imported electronically into FCI from existing provider agency computer systems. FCI allows professionals, trained in the prevention, identification, management and treatment of child abuse or neglect, and who are qualified to provide a broad range of services related to child abuse or neglect, to know when other agencies may have pertinent information about a child or family with whom they are involved in order to form Multi-Disciplinary Teams (MDTs). MDTs are defined in Welfare and Institutions Code (WIC) Sections 18951(d) and 18961.7(b) (2).

3. ENABLING LEGISLATION

- 3.1 In 1992, Assembly Bill 3491 (Gotch) was adopted by the State Legislature and signed by the Governor, which added WIC Section 18961.5. This section authorizes counties to establish a computerized database system within their county to allow specified provider agencies to share certain identifying information regarding families at risk for child abuse or neglect for the purpose of forming MDTs.
- 3.2 Provider agencies are defined as governmental or other agencies which have as one of their purposes the prevention, identification, management, or treatment of child abuse or neglect. The provider agencies serving children and their families, which may share certain identifying information under WIC Section 18961.5 include, but are not limited to: (1) social services; (2) children's services; (3) health services; (4) mental health services; (5) probation; (6) law enforcement; and (7) schools.
- 3.3 WIC Section 18961.5 allows only the following information to be entered into the system: (1) the name, address, telephone number, and date and place of birth of family members and other persons living in the home; (2) the number assigned to the case by each provider agency; (3) the name and telephone number of each employee assigned to the case or a contact person from each provider agency; and (4) the date or dates of contact between each provider agency and a family member(s) and other persons living in the home .
- 3.4 WIC Section 18961.5 requires each county to develop its own standards for defining "at risk" before establishing such a computerized database system. Only information about children, at risk of child abuse or neglect, families of children at risk of child abuse or neglect, and persons living with children at risk of abuse or neglect may be entered into such a system.
- 3.5 The information may only be entered into the system by, or disclosed to, provider agency employees designated by the director of each participating provider agency. Members of MDTs shall be drawn from these designated employees, or other persons, as specified in WIC Section 18961. Directors of provider agencies shall establish a system by which unauthorized personnel cannot access the data contained in the system.
- 3.6 The information obtained pursuant to WIC Section 18961.5 shall be kept confidential and used solely for the prevention, identification, management, or treatment of child abuse or neglect or for the provision of child welfare services.

4. GENERAL TERMS

- 4.1 _____ PD a "provider agency" as defined by WIC Section 18961.5, and shall participate in and utilize the FCI system at no cost.
- 4.2 The Parties shall fully implement this MOA within thirty (30) calendar days of its execution pursuant to the _____ PD's FCI Policy and Procedures (Exhibit A).
- 4.3 This MOA may be terminated at any time without cause by either Party upon giving at _____ PD's sixty (60) calendar days prior written notice thereof to the other.
- 4.4 The _____ PD may modify or amend its participation/responsibilities as outlined in, Exhibit A _____ PD's FCI Policy and Procedures provided that thirty (30) calendar days written notice is given to the CEO.
- 4.5 This MOA may be amended by mutual written consent of both Parties.
- 4.6 This MOA will be reviewed on an annual basis by the CEO, the _____ PD, and the FCI Managers Team as defined in Section 7.6, to ensure full participation of all parties.
- 4.7 This MOA is intended to define the working relationships among the Parties related to the County's FCI system. It is not intended to modify, alter, or replace any separate agreements that may exist between them.

5. LOS ANGELES COUNTY'S "AT RISK" DEFINITION

The parties to this MOA agree that the County's definition of "*at risk*" includes:

- 5.1 All substantiated or inconclusive allegations of child abuse made to a child protective agency not including unfounded allegations, except if the risk assessment for the unfounded referral is high or very high risk;
- 5.2 When a child is a victim of an alleged crime; and
- 5.3 An event or fact involving a child, a child's family member, or a member of the child's household which in and of itself would not meet the definition of "Child Abuse" in the Child Abuse and Neglect Reporting Act (CANRA), Penal Code (PC) Section 11164 et seq., nor trigger a report pursuant to CANRA, but which would, when combined with additional events or facts, raise reasonable cause for concern that the family is in need of intervention or services to prevent the occurrence of child abuse or neglect as defined in CANRA.

6. The _____ PD's "AT RISK" INDICATOR CRITERIA

The _____ PD will provide existing information, as set forth in Section 7.1.1 – 7.1.8 of this MOA, to FCI from the Electronic Suspected Child Abuse Report System whenever a child or the child's sibling has been named in a suspected child abuse report as a victim of physical or sexual abuse.

7. The _____ PD's RESPONSIBILITIES

The _____ PD agrees to:

7.1 Provide as set forth in the _____ PD's FCI Policy and Procedures, the following statutorily permissible information into the FCI system whenever a record in its database meets one or more of the _____ PD's "at risk" criteria:

7.1.1 Name of child and/or family members and/or persons living in the home;

7.1.2 Address of child and/or family members and/or persons living in the home;

7.1.3 Telephone number of child and/or family members and/or persons living in the home;

7.1.4 Date of birth of child and/or family members and/or persons living in the home;

7.1.5 Place of birth of child and/or family members and/or persons living in the home;

7.1.6 Case number assigned by the agency;

7.1.7 Name and telephone number of each employee assigned to the case from the agency; and

7.1.8 Date or dates of contact between the agency and a family member(s) and/or persons living in the home.

7.1.9 If the _____ PD's case has been closed, then the _____ PD will provide the name and telephone number of the _____ PD contact person.

7.1.10 If the _____ PD has incomplete information as to any of the above statutorily permissible types of information, the _____ PD shall provide the information they possess.

- 7.2 Adhere, as outlined in the attached Exhibit A, _____PD's FCI Policy and Procedures, to:
 - 7.2.1 Providing information to FCI on a regular basis;
 - 7.2.2 Properly accessing and using information contained in FCI;
 - 7.2.3 Responding to calls made by other participating agencies in a timely manner;
 - 7.2.4 Forming MDTs with other participating agencies;
 - 7.2.5 Sharing case-specific information only as permitted by existing laws and through the formation of MDTs; and
 - 7.2.6 Keeping information shared pursuant to the FCI statute confidential and used solely for the prevention, identification, management or treatment of child abuse or neglect or the provision of child welfare services.
- 7.3 Develop and maintain staff capability to respond in a timely manner to calls made by other participating FCI agencies as outlined in the attached Exhibit A, _____PD's FCI Policy and Procedures. An inquiry should be responded to immediately, but all must be responded to within three business days of the time it was made.
- 7.4 Form MDTs as required by the FCI statute.
- 7.5 Keep FCI information confidential and only share information with other verified users as permitted by existing laws/statutes.
 - 7.5.1 Unless the disclosure is otherwise permitted or required by law, a MDT must be formed in order to provide information that is protected, private or confidential; and,
 - 7.5.2 All parties will document any interagency contacts resulting from a FCI query.
- 7.6 Assign two _____PD staff to serve as responsible parties on the FCI Managers Team:
 - 7.6.1 Program Manager; and
 - 7.6.2 Policy Manager.

- 7.7 Program Manager Responsibilities include:
- 7.7.1 Ensuring that all existing/newly authorized FCI users are properly trained to access and use FCI as outlined in the attached Exhibit, _____PD's FCI Policy and Procedures.
 - 7.7.2 Ensuring that the proper orientation, training, and transition of a Program Manager and Policy Manager to occur whenever they are replaced.
 - 7.7.3 Auditing and updating _____PD's user lists and information provided to FCI on a monthly basis and coordinating these efforts with the County's Internal Services Department (ISD) to ensure proper access and security of authorized use of the FCI system as well as up-to-date FCI information.
 - 7.7.4 Coordinating _____PD's compliance with FCI evaluation efforts, developed by the CEO in conjunction with the Inter-Agency Council on Child Abuse and Neglect (ICAN) and the FCI Managers Team, in order to maximize agency participation in the FCI system. _____PD agrees to develop evaluation tools that are in compliance with the FCI Managers Team's efforts. Considerations in developing evaluation tools are: (1) the burdensome nature of the evaluation tool; (2) impact on the work of the agency; and (3) the value of the information sought balanced against the potential added workload to the participating agency.
- 7.8 Policy Manager's responsibilities include serving as a liaison between the FCI Managers Team and their agency's executive staff on funding, legislative, operational, and policy related matters.

8. CEO RESPONSIBILITIES

The CEO's responsibilities will include, but are not limited to:

- 8.1 Co-Chairing the FCI Managers Team in conjunction with ICAN;
- 8.2 Conducting, in conjunction with ICAN, outreach and recruitment of additional FCI participating agencies;
- 8.3 Monitoring FCI evaluation efforts and working with ICAN to coordinate and design tools to evaluate FCI;
- 8.4 Approving changes/amendments to the MOA;
- 8.5 Coordinating the development and facilitation of FCI training with ICAN and the FCI Managers Team;

- 8.6 Partnering with ISD and all participating agencies to ensure ongoing maintenance support of FCI hardware/software, implementation of technical enhancements, and development of ad hoc reports; and,
- 8.7 Providing regular status reports to the Board of Supervisors regarding FCI implementation and progress made.

9. CONFIDENTIALITY AND USE OF INFORMATION ON FCI

The parties to this MOA agree to:

- 1.1 Only provide information to be exported to FCI by, or be disclosed to, agency employees designated by the director of the participating provider agency. Members of MDTs shall be drawn from these designated employees, or other persons, as specified in WIC Section 18961.5(d);
- 1.2 Establish a system by which unauthorized personnel cannot access the data contained in the FCI system; and,
- 1.3 Keep the information contained in FCI confidential and solely used for the creation of MDTs for the prevention, identification, management, or treatment of child abuse or neglect, or provision of child welfare services, or both. Every employee with access to FCI shall take an oath of confidentiality and have a confidentiality statement on file with their employer agency.

10. COSTS

There will be no costs to access or maintain the hardware and software of the FCI system for ___PD to participate in County's FCI under this MOA.

___PD will be responsible for costs associated with maintaining its PD database; providing database downloads of "At Risk" indicators; forming MDTs, as needed; maintaining confidentiality, as outlined in Section 9 above; and responding to FCI system inquiries.

11. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

_____PD shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this MOA, either in whole or in part, without the prior written consent of the County. Any unapproved assignment, subcontract, or delegation shall be null and void and may result in termination of this MOA.

12. INDEMNIFICATION

Each Party shall indemnify, defend and hold harmless the other Party from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the Party's acts and/or omissions arising from and/or related to this MOA.

13. VALIDITY

If any provision of this MOA or the application thereof to any person or circumstance is held invalid, the remainder of this MOA and the application of such provision to other persons or circumstances shall not be affected thereby.

14. WAIVER

No waiver by the Parties of any breach of any provision of this MOA shall constitute a waiver of any other breach or of such provision. Failure of the Parties to enforce at any time, or from time to time, any provision of this MOA shall not be construed as a waiver thereof. The rights and remedies set forth in this MOA shall not be exclusive and are in addition to any other rights and remedies provided by law.

15. GOVERNING LAW

This MOA shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this MOA and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

16. ENTIRE AGREEMENT

This MOA constitutes the complete and exclusive statement of understanding between the Parties, which supersedes all previous agreements, written or oral, and all other communications between the Parties relating to the subject matter of this MOA. No change to the MOA shall be valid unless prepared pursuant to Section 4.5, and executed by both Parties.

17. NOTICES

All notices shall be sent to both:

Gary Smith, Chief Program Specialist
CEO Service Integration Branch
222 South Hill Street, 5th Floor Los Angeles, CA 90012

And

____ PD FCI Program Manager
ADD ACTUAL ADDRESS AND PHONE NUMBER

IN WITNESS THEREOF, the parties hereto have executed this MOA for the Los Angeles County Family and Children's Index as of the ____ day of ____ 2012.

WILLIAM T FUJIOKA
Chief Executive Officer
Los Angeles County

Chief of Police
The City of _____
Police Department

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By: _____
Katherine M. Bowser