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 (HHSA), 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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<table>
<thead>
<tr>
<th>Member Agency or Department</th>
<th>Roles and Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>County of El Dorado Health and Human Services Agency</td>
<td><strong>Child Welfare Services/Child Protective Services (Facilitator)</strong>&lt;br&gt;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.</td>
</tr>
<tr>
<td><strong>Mental Health Division:</strong> 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.</td>
<td></td>
</tr>
<tr>
<td><strong>Public Health Division:</strong> 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.</td>
<td></td>
</tr>
<tr>
<td>County of El Dorado Sheriff's Office</td>
<td>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.</td>
</tr>
<tr>
<td>County of El Dorado Probation Department</td>
<td>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.</td>
</tr>
<tr>
<td>County of El Dorado County Counsel</td>
<td>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.</td>
</tr>
<tr>
<td>County of El Dorado District Attorney's Office</td>
<td>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.</td>
</tr>
<tr>
<td>El Dorado County Public Defender's Office</td>
<td>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.</td>
</tr>
<tr>
<td>El Dorado County Office of Education (EDCOE)</td>
<td>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.</td>
</tr>
<tr>
<td>City of Placerville Police Department and City of South Lake Tahoe Police Department</td>
<td>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.</td>
</tr>
<tr>
<td>Court Appointed Special Advocates (CASA)</td>
<td>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.</td>
</tr>
</tbody>
</table>
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.
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: Brian K. Veerkamp, 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

ATTEST: James S. Mitrisin
Clerk of the Board of Supervisors

By Kathryn Yor, Deputy Clerk

Date
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"

EL DORADO COUNTY OFFICE OF EDUCATION

Jeremy M. Meyers
Superintendent

CITY OF PLACERVILLE POLICE DEPARTMENT

Scott Heller
Chief of Police

CITY OF SOUTH LAKE TAHOE POLICE DEPARTMENT

Brian Uhler
Chief of Police

COURT APPOINTED SPECIAL ADVOCATES (CASA)

John Adams
Executive Director

sk

Page 7 of 7 125-M1510
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

By: ________________________________
    Jeremy M. Meyers
    Superintendent

Date

CITY OF PLACERVILLE POLICE DEPARTMENT

By: ________________________________
    Scott Heller
    Chief of Police

Date

CITY OF SOUTH LAKE TAHOE POLICE DEPARTMENT

By: ________________________________
    Brian Utter
    Chief of Police

Date: 12/2/14

COURT APPOINTED SPECIAL ADVOCATES (CASA)

By: ________________________________
    John Adams
    Executive Director

Date

sk
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: ____________________________ Date

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

EL DORADO COUNTY OFFICE OF EDUCATION

Jeremy M. Meyers Date
Superintendent

CITY OF PLACERVILLE POLICE DEPARTMENT

Scott Heller Date
Chief of Police

CITY OF SOUTH LAKE TAHOE POLICE DEPARTMENT

Brian Uhler Date
Chief of Police

COURT APPOINTED SPECIAL ADVOCATES (CASA)

John Adams Date
Executive Director

125-M1510
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
CONTRACT ROUTING SHEET

RESUBMITTAL:
Date Prepared: 10/27/14
Need Date: 11/20/14

PROCESSING DEPARTMENT:
Department: HHSA/Social Services
Dept. Contact: Sharon Keoppel
Phone #: Ext. 4811

CONTRACTING DEPARTMENT:
Department: HHSA/Social Services
Service Requested: Foster Youth Human Trafficking MOU
Contract Term: Upon execution-auto yearly renewal
Contract/Grant Value: 0

Compliance with Human Resources requirements? N/A _____ Yes _____ No:
Compliance verified by:

COUNTY COUNSEL: (Must approve all contracts and MOU's)
Approved: X Disapproved: Date: 11/1/14 By:
Approved: Date: By:

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)
Approved: X Disapproved: Date: 11/6/14 By:
Approved: Date: By:

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

NOTE: Any contract that involves the development, installation, implementation, storing, retrieving, transfer, or sending of electronic information, the acquisition of software or computer related items, or any other service/item that may be IT related, especially those that involve computers and telecommunications, must be approved by IT before submission to Counsel. This also applies to any other contract that requires approval from another department.

Departments:
Approved: Date: By:
Approved: Date: By:
Approved: Date: By:
Approved: Date: By:

Please contact (Sharon Keoppel x 4811) with questions or for contract packet pick-up. Thank you!

CFO Review Date Program Manager II, Administration and Contracts Date

Rev 12/2000 (GS-GVP)
Title: Health and Human Services Agency, Social Services Division, recommending the Board consider the following:
1) Approve and authorize the Chair to sign Memorandum of Understanding 125-M1510 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, outlining the roles and responsibilities for the Foster Youth and Human Trafficking Task Force, for the perpetual term commencing upon execution and with no remuneration to any participating Task Force Member Agency or Task Force individual representative; and
2) Authorize the Purchasing Agent, or their designee, to execute further documents relating to Memorandum of Understanding 125-M1510, including amendments thereto, contingent upon approval by County Counsel and Risk Management.

FUNDING: There is no Funding associated with this Memorandum of Understanding.
Text of Legislative File 15-0018

Health and Human Services Agency, Social Services Division, recommending the Board consider the following:
1) Approve and authorize the Chair to sign Memorandum of Understanding 125-M1510 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, outlining the roles and responsibilities for the Foster Youth and Human Trafficking Task Force, for the perpetual term commencing upon execution and with no remuneration to any participating Task Force Member Agency or Task Force individual representative; and
2) Authorize the Purchasing Agent, or their designee, to execute further documents relating to Memorandum of Understanding 125-M1510, including amendments thereto, contingent upon approval by County Counsel and Risk Management.

FUNDING: There is no Funding associated with this Memorandum of Understanding.

Fiscal Impact/Change to Net County Cost
There is no Net County Cost associated with this agenda item.

Background
Welfare and Institutions Code 18961.7 permits counties to develop multidisciplinary teams to allow provider agencies to share confidential information in order to investigate reports of suspected child abuse or neglect. Welfare and Institutions Code 18961.7(2) defines “provider agency” as any governmental or other agency that has one of its purposes to prevent, identify, manage, or treat child abuse or neglect.

The provider agencies to this Memorandum of Understanding (MOU) includes the County of El Dorado Departments of Health and Human Services Agency, Sheriff’s Office, Probation Department, District Attorney’s Office, Public Defender’s Office, and County Counsel. Partner agencies to this MOU include El Dorado County Office of Education, Court Appointed Special Advocates (CASA), known locally as Child Advocates of El Dorado County, City of Placerville Police Department, and City of South Lake Tahoe Police Department. MOU 125-M1510 collectively refers to the provider agencies as the “Foster Youth and Human Trafficking (FYHT) Task Force Member Agencies.” Each FYHT 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.

The California Child Welfare Council, Commercially Sexually Exploited Children Work Group reported that human trafficking is a $32 billion dollar global industry, involving over 100,000 children in the United States. Further, the Child Welfare Council notes that children who are victims of commercial sexual exploitation frequently have prior
involvement with the child welfare system, including Child Protective Services or placement in the foster care system. Additionally, communities located near major freeways tend to attract commercial sex predators. In El Dorado County, since 2013, there have been 8 identified cases of commercially sexually exploited children.

MOU 125-M1510 outlines the roles and responsibilities of the FYHT Task Force Member Agencies and creates a secure and confidential forum where members can openly discuss, identify, and collaborate to solve problems for CSEC and youth in El Dorado County. The FYHT Task Force will initially focus on children and youth in foster care or youth who are receiving probation services. Future Task Force efforts may include prevention and intervention services for children and youth from the community at large.

Reason for Recommendation
Approval of MOU 125-M1510 will ensure specified El Dorado County Departments and partner agencies will be able to share confidential information in order to provide services for the identification, investigation, and prevention of commercial sexual exploitation of children, domestic minor sex trafficking, and human trafficking. Approval of MOU 125-M1510 will ensure all partner agencies can participate in a coordinated, multi-agency collaboration.

Failure to approve MOU 125-M1510 will prevent El Dorado County Departments and partner agencies from effectively collaborating to identify, prevent, and solve problems for commercially sexually exploited children and youth.

Clerk of the Board Follow Up Actions
1. Clerk of the Board to obtain signature of the Chair on two (2) original Memorandum of Understanding 125-M1510.
2. Clerk of the Board to forward one (1) fully executed Memorandum of Understanding to HHSA at 3057 Brix Road.

Contact
Don Ashton, M.P.A., Director

Concurrences
County Counsel and Risk Management