

State of Delaware

MEMORANDUM OF AGREEMENT

Between

**Department of Services for Children, Youth,
and Their Families**



**Office of the Investigation Coordinator within the Office of
the Child Advocate**



Office of the Child Advocate



**AGREEMENT FOR:
THE USE OF DSCYF INTERNAL TRACKING SYSTEM;
THE COMMUNICATION AMONG THE AGENCIES
REGARDING CASES**

I. STATEMENT OF PURPOSE

The Department of Services for Children, Youth, and Their Families ("DSCYF"), the Investigation Coordinator of the Office of the Child Advocate ("IC") and the Office of the Child Advocate ("OCA") are entering into this agreement for the purpose of establishing a way to communicate issues that arise with cases that the IC is tracking and monitoring and for the purpose of allowing the IC to access the DSCYF's internal information system, for the reasons delineated in Title 16, Section 906 (c) of the Delaware Code. This Memorandum is also to ensure that any information obtained by the IC through its access to the DSCYF's internal information system will not be shared, disseminated, published or any way reproduced and shared with any person, entity or organization other than the DSCYF and the IC. If federal or state statute changes affect this Memorandum, all parties agree to comply with those changes in the law. This Memorandum is meant to cover the specific issues of access to DSCYF's internal information system and communication between DSCYF and IC. This agreement shall in no way replace the agreement between OCA and DSCYF regarding the sharing of records, information and conflict resolution.

II. DEFINITIONS

- A. Department of Services for Children, Youth and Their Families ("DSCYF"):** The department in which the Division of Family Services (DFS), the Division of Prevention and Behavioral Health (PBH) and the Division of Youth Rehabilitative Services (YRS) and the Division of Management Support Services (DMSS) is housed.
- B. DSCYF's Internal Information System:** Currently referred to as FACTS (Family and Child Tracking System), it is the case management system controlled by DSCYF, in which case information from DSCYF's divisions is entered and stored. It is a secure system with varying levels of access. Every individual user of the system must have an ID and sign-in.
- C. Office of the Investigation Coordinator ("IC"):** Employees of the Office of the Child Advocate who are authorized to independently track each reported case of alleged child abuse or neglect or substance exposed infant with the DSCYF internal information system and who is responsible for monitoring each reported case involving death of, serious physical injury to, or allegations of sexual abuse of a child from inception to final criminal and civil disposition.
- D. Office of the Child Advocate ("OCA"):** The agency which ensures representation of children in addition to staffing the Child Protection Accountability Commission and safeguarding the welfare of Delaware's children through a variety of methods, and the office in which the Office of the Investigation Coordinator is located.

III. RESPONSIBILITIES AS AGREED TO UNDER THE MOA

A. DSCYF

a. DSCYF's Internal Information System

- i. DSCYF shall issue IDs and sign-ins to the IC to enable the IC to independently track reported cases of alleged child abuse or neglect or substance exposed infants and to monitor each reported case of death, serious physical injury, and cases with allegations of sexual abuse of a child that are located within the database.**

- ii. DSCYF shall maintain the ability to conduct audits on the cases and searches that the IC conducts, as it would for any other internal information system user.
- iii. DSCYF shall send internal information system data to the IC as requested and required according to law and this MOA.

b. Communication between the IC and DSCYF

- i. DSCYF shall receive inquiries from the IC on cases within the IC's authorization or purview of tracking and monitoring and respond to them in a timely manner.
- ii. DSCYF shall provide information pertaining to the subject of this MOA to IC in a timely manner.
- iii. The Deputy Principal Assistant of the Cabinet Secretary of DSCYF will be the sponsor and point of contact for the IC's access to FACTS.
- iv. The Deputy Director of the Division of Family Services shall be the point of contact for data related inquiries from the IC.

B. IC

a. DSCYF's Internal Information System

- i. IC shall have IDs and sign-ins with which to access the database for tracking of reports of cases of alleged abuse or neglect or substance exposed infants, and for monitoring of cases of death, serious physical injury, and allegations of sexual abuse of a child that are located within the database.
- ii. IC shall comply with the Delaware Department of Technology and Information's ("DTI's") Acceptable Use Policy with regard to FACTS usage.
- iii. IC shall ensure that no information gained from the system is published, disseminated, produced or in any way shared with anyone who is not personally authorized to access the system. IC may, pursuant to 16 Del.C. §906(c)(2), share case specific data and information to the multidisciplinary team to ensure a comprehensive, integrated, multidisciplinary response to cases within the IC's authorization or purview.
- iv. IC shall not provide any DSCYF documents to the multidisciplinary team.
- v. IC shall not discuss or share Child Protection Registry information. All requests for information regarding the Child Protection Registry shall be directed to the DFS Substantiation Hearing Coordinator.
- vi. IC shall not view, discuss or share information from the internal information system relating to any DFS contractor records.
- vii. IC shall not view, discuss or share information from the internal information system that is related to attorney-client correspondence or consultation.
- viii. IC shall not discuss or share third party information gathered by DFS during an investigation.
- ix. Information from the internal information system that is used to make de-identified, aggregate data sheets, reports, graphs, charts and the like may be shared with those who do not have personal access to the internal information system.

- x. Reports that are generated by the IC from information gained from the internal information system as required by statute may be shared with those who do not have personal access to the internal information system as long as it is to the multidisciplinary team to ensure a comprehensive, integrated response.
- xi. IC shall shred all documents printed from DSCYF's internal information system after their usefulness to IC is extinguished.
- xii. IC shall not share information from DSCYF's internal information system with non-IC OCA employees, unless as allowed under iii and x of this subsection.
- xiii. IC shall notify the Deputy Assistant Principal to the Cabinet Secretary of DSCYF immediately upon becoming aware of any dissemination of information from DSCYF's internal information system to any person or entity who is not personally authorized to access the system.

b. Communication between IC and DSCYF

- i. In the case of non-urgent matters where there are no immediate safety concerns in a case under the authorization or purview of tracking or monitoring by the IC, the communication shall be as follows:
 - 1. The IC will communicate directly with the appropriate DFS supervisor on the case and copy the Assistant Regional Administrator ("ARA").
 - 2. If the concern is not addressed in a reasonable time frame, then the IC will escalate the issue up the DFS chain of command.
- ii. In the case of urgent matters where there are immediate safety concerns in a case under the authorization or purview of tracking or monitoring by the IC, the communication shall be as follows:
 - 1. The IC will communicate directly with the appropriate DFS supervisor on the case, and copy the ARA and Regional Administrator ("RA").
 - 2. If the concern is not addressed in a reasonable time frame, then the IC will escalate the issue up the DFS chain of command.
- iii. The communications shall be cooperative and collaborative in nature and not meant to direct either party to take certain actions during an investigation.

C. OCA

OCA shall continue to obtain DSCYF records for the legal representation of children by following the MOA between DSCYF and OCA regarding same. OCA shall continue to obtain DSCYF records for the CAN Panel pursuant to CAN Panel procedure.

IV. VIOLATIONS OF MOA AND DISPUTE RESOLUTION

- A. The parties shall make every effort to resolve disputes arising out of or relating to any purported violation by either party of this MOA as follows:
 - i. Discussion between the IC and Deputy Assistant Principal of the Cabinet Secretary of DSCYF;

- ii. Discussion between the Child Advocate and Cabinet Secretary of DSCYF;
 - iii. Request for assistance from the Chair of CPAC.
- B. Any purported violation of this MOA relating to IC usage of the DSCYF internal information system shall be promptly investigated by DSCYF and promptly communicated by DSCYF to the IC and Child Advocate.
- C. The parties acknowledge that a confirmed violation of the MOA relating to IC usage of the DSCYF internal information system, after utilizing the dispute resolution process above, may result in restrictions of the IC's access or usage of FACTS.

SIGNATURE PAGE

State of Delaware

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**Department of Services for Children, Youth,
and Their Families**



Office of the Investigation Coordinator within the Office of the Child Advocate



Office of the Child Advocate

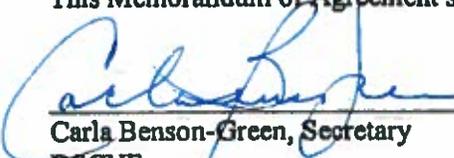


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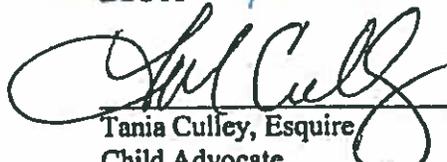
If federal or state statute changes affect this Memorandum, all parties agree to comply with those changes in the law.

We agree to distribute a copy of this Memorandum of Agreement to our respective employees. This Memorandum of Agreement shall be effective from the date of signature of all parties.



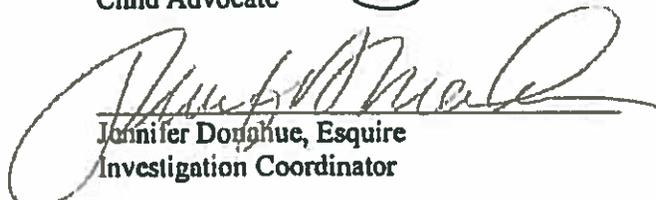
Carla Benson-Green, Secretary
DSCYF

6/3/16
Date



Tania Culley, Esquire
Child Advocate

6/1/16
Date



Jennifer Doughue, Esquire
Investigation Coordinator

6/1/16
Date