

1 **INTER-DEPARTMENTAL AGREEMENT**

2 THIS INTER-DEPARTMENTAL AGREEMENT is made and entered into this 1st day of  
3 October, 2015, by and between the COUNTY OF FRESNO, through its DEPARTMENT OF SOCIAL  
4 SERVICES (DSS), DEPARTMENT OF PUBLIC HEALTH (DPH), DEPARTMENT OF  
5 BEHAVIORAL HEALTH (DBH) and the FRESNO COUNTY PROBATION DEPARTMENT  
6 (PROBATION), collectively hereinafter referred to as Commercially Sexually Exploited Children  
7 (CSEC) Program Steering Committee Members, for the purpose of entering into a plan of cooperation  
8 to address service delivery to commercially sexually exploited children and youth.

9 **WITNESSETH:**

10 WHEREAS, an individual who is a commercially sexually exploited child or is sexually  
11 trafficked, as described in Section 236.1 of the California Penal Code, or who receives food or shelter  
12 in exchange for, or who is paid to perform, sexual acts described in Section 236.1 or 11165.1 of the  
13 California Penal Code; and

14 WHEREAS, a youth whose parent or guardian failed to, or was unable to protect the child, is  
15 herein considered a commercially sexually exploited child and may be served through the County child  
16 welfare system pursuant to California Welfare and Institutions Code Section 300(b)(2); and

17 WHEREAS, DSS elects to participate in the CSEC Program as described in Section 16524.7 of  
18 California Welfare and Institutions Code to effectively serve CSEC by utilizing a multidisciplinary  
19 approach for case management, service planning, and the provision of services; and

20 WHEREAS, the parties to this Inter-departmental Agreement, seek to work together to guide  
21 County's approach to serving CSEC; and

22 WHEREAS, this Inter-departmental Agreement reflects the parties' commitment to the  
23 following guiding principles:

24 A. Commercial Sexual Exploitation of Children (CSEC):

- 25 1. Must be understood as child abuse and reported as such, and  
26 2. Should not be criminalized

27 B. Responses to CSEC should be:

- 28 1. Victim-centered,

- 1 2. Trauma-informed,
- 2 3. Strengths-based,
- 3 4. Developmentally appropriate,
- 4 5. Culturally, linguistically, and LGBTQ competent and affirming,
- 5 6. Committed to active efforts that engage CSEC early and often,
- 6 7. Multidisciplinary, individualized, flexible, and timely, and
- 7 8. Data and outcome driven.

8 C. Agency Policies & Procedures should:

- 9 1. Ensure and track cross-system collaboration at the system and individual case level,
- 10 2. Incorporate mechanisms to identify and assess CSEC at key decision points,
- 11 3. Address the unique physical and emotional safety considerations of CSEC, and
- 12 4. Address unique physical and emotional safety considerations, including vicarious trauma
- 13 of staff, caregivers, and other relevant support persons.

14 WHEREAS, the parties agree to form a CSEC Steering Committee to provide ongoing  
15 oversight and support through the Inter-departmental Agreement to ensure effective collaboration to  
16 better identify and serve victims of commercial sexual exploitation and children at risk of becoming  
17 exploited; and

18 WHEREAS, the parties agree to form a multidisciplinary team (MDT), pursuant to California  
19 Welfare and Institutions Code Section 16524.7(d)(2) for CSEC, to build on a youth's strengths and  
20 respond to his/her needs in a coordinated manner; and

21 WHEREAS, California Welfare and Institutions Code Sections 18960-18964 states a county  
22 may establish a child abuse multidisciplinary personnel team (MDT) within the county to allow  
23 provider agencies to share confidential information in order for provider agencies to investigate reports  
24 of suspected child abuse or neglect pursuant to California Penal Code Section 11160, 11166, or  
25 11166.05, or for the purposes of child welfare agencies making a detention determination; and

26 WHEREAS, the parties agree that the information they receive from other parties concerning a  
27 child that is obtained during the identification and assessment process or during a multidisciplinary  
28 team meeting shall be used solely for prevention, identification, and treatment.

1 NOW, THEREFORE, the parties of this Inter-departmental Agreement set forth the following  
2 as the terms and conditions of their understanding:

3 **1. STEERING COMMITTEE**

- 4 a. The Steering Committee overseeing the CSEC Program shall:
- 5 i. Provide ongoing oversight and leadership to ensure agencies and partners
  - 6 effectively collaborate to better identify and serve youth who are at risk of or
  - 7 have been commercially sexually exploited;
  - 8 ii. Develop, implement and oversee the Inter-departmental Agreement;
  - 9 iii. Collect and analyze data related to the Inter-departmental Agreement;
  - 10 iv. Revise, assess and identify necessary training related to the Inter-departmental
  - 11 Agreement;
  - 12 v. Develop a communications framework to collaborate on service delivery;
  - 13 vi. Establish a reporting template in compliance with State and Federal
  - 14 requirements; and
  - 15 vii. Provide an annual report to the State in compliance with State and Federal
  - 16 requirements.
- 17 b. Members of the Steering Committee overseeing the CSEC Program shall agree to
- 18 participate in the Steering Committee and fulfill the responsibilities as defined in Section
- 19 1.c. of this Inter-departmental Agreement:
- 20 c. The roles and responsibilities of the Steering Committee shall be as follows:
- 21 i. As the lead agency, County of Fresno Department of Social Services Child
  - 22 Welfare shall adhere to Welfare and Institutions Codes 16524.6, 16524.7,
  - 23 16524.8, and 16524.9;
  - 24 ii. Steering Committee members shall provide staff to participate and assist in
  - 25 coordination of the steering committee;
  - 26 iii. Steering Committee members shall gather aggregate data on identified CSEC
  - 27 including the numbers identified and the services accessed by those youth, as
  - 28

1 well as data from the multidisciplinary teams (MDTs) to present and analyze  
2 with other Steering Committee members;

- 3 iv. Steering Committee members shall appoint a director or designee empowered to  
4 make decisions on behalf of the party to participate;
- 5 v. Steering Committee members shall attend regularly scheduled meetings and  
6 participate collaboratively in the committee; and
- 7 vi. Steering Committee members shall report on successes, barriers to providing  
8 services, and areas for improvement, including recommendations for adapting  
9 the Inter-departmental Agreement and training needs/gaps.

10 **2. IDENTIFICATION**

- 11 a. The DSS Child Welfare Division will be responsible for conducting the screening of  
12 youth at intake through the Child Focus Team for indicators of:
  - 13 i. Prior Sexual Trauma;
  - 14 ii. Frequent AWOL/homelessness;
  - 15 iii. Solicitation charges;
  - 16 iv. Probation/Law Enforcement involvement;
  - 17 v. History of substance abuse;
  - 18 vi. Branding tattoos;
  - 19 vii. Frequent truancy;
  - 20 viii. Relationships with much older adult; and
  - 21 ix. Atypical sexual behavior.
- 22 b. The DSS Child Welfare Division will identify and document CSEC in the Child Welfare  
23 Services/Case Management System (CWS/CMS) utilizing the Special Project codes  
24 identified in All-County Letter 15-49.
- 25 c. The DSS Child Welfare Division will review intake procedures in the Hotline and  
26 Emergency Response areas to include exploration of sexual exploitation due to CSEC in  
27 investigations and responses to safety concerns.
- 28 d. The Steering Committee members agree that the information and statements obtained  
from the youth as part of the screening process will be maintained, disclosed and used

1 only as follows and in accordance with all applicable state and federal privacy laws and  
2 regulations.

- 3 e. The DSS Child Welfare Division shall maintain the records of the screening results,  
4 including any information collected and statements made incident to the screen.

5 **3. ASSESSMENT**

6 a. Description of the assessment process

- 7 i. The Steering Committee members agree that an assessment of an exploited  
8 youth's needs and strengths must take place upon identification and on an  
9 ongoing basis.
- 10 ii. The Steering Committee members agree that it is in the youth's best interest to  
11 limit unnecessary and or duplicative assessments. Accordingly, members will  
12 coordinate to ensure that assessments are streamlined and limited when  
13 appropriate.
- 14 iii. The circumstances in which an assessment of youth to determine his/her needs  
15 and tailor the youth's treatment and services to meet those needs is as follows:
- 16 1. Child Welfare Department:
- 17 a. When an allegation of abuse or neglect is investigated.
- 18 2. Probation Department:
- 19 a. When a child enters the juvenile detention facility.
- 20 3. Department of Behavioral Health:
- 21 a. When a child is referred to a mental health clinician for services.

22 **4. MULTIDISCIPLINARY**

23 The Steering Committee agree to provide staff to participate in MDT meetings who have  
24 been trained in the prevention, identification or treatment of child abuse and neglect cases and who are  
25 qualified to provide a broad range of services related to child abuse and commercially sexually  
26 exploited children and those at risk for such exploitation. An MDT meeting may consist of:

- 27 a. *Initial MDT*, which includes convening a team within 10 days to address the youth's  
28 needs where immediate safety risks may not be present.

1 b. *Ongoing MDT*, which include ongoing case planning and coordination. They may occur  
2 either on an individualized basis for each identified commercially sexually exploited  
3 child, or in a broader case review setting, where multiple cases are reviewed on a regular  
4 basis by a set team of individuals.

5 All parties agree to participate in the MDTs pursuant to California Welfare and Institutions  
6 Code Section 16524.7 and fulfill their responsibilities as defined in this Inter-departmental Agreement.

7 **5. TERM**

8 This Inter-departmental Agreement shall become effective upon execution and shall  
9 terminate on the 30<sup>th</sup> day of September 30, 2016.

10 This Inter-departmental Agreement shall automatically be extended for an unlimited number  
11 of one (1) year terms upon the same terms and conditions herein set forth, unless written notice of non-  
12 renewal is given by a party not later than thirty (30) days prior to the close of the current term. Any  
13 agency may withdraw from the Inter-Departmental Agreement at any time by providing the Steering  
14 Committee written notice containing the effective date of withdrawal.

15 **6. TERMINATION**

16 A. Non-Allocation of Funds – The terms of this Inter-Departmental Agreement and it's  
17 agreed upon protocols, are contingent on the approval of funds by the appropriating government  
18 agency. Should sufficient funds not be allocated, this Inter-Departmental Agreement may be terminated  
19 at any time by DSS by giving the Steering Committee members thirty (30) days advance written notice.

20 B. Breach of Contract – DSS may immediately suspend or terminate this Inter-Departmental  
21 Agreement in whole or in part, where in the determination of DSS there is:

- 22 1. A failure to comply with any term of this Inter-Departmental Agreement.
- 23 2. A substantially incorrect or incomplete report submitted to DSS.

24 C. Without Cause – Under the circumstances other than those set forth above, this Inter-  
25 Departmental Agreement and its agreed upon protocols may be terminated by DSS upon the giving of  
26 thirty (30) days advance written notice of an intention to terminate to all other parties. Written notice  
27 of termination given by a party to DSS shall only be effective as to the Inter-departmental Agreement  
28 in relation to that party and shall have no effect on the Inter-Departmental Agreement with respect to all

1 other parties.

2 **7. COMPENSATION**

3 The mutual cooperation pursuant to the terms and conditions of this Inter-Departmental  
4 Agreement shall be performed without the payment of any monetary consideration by one party to the  
5 other.

6 **8. MODIFICATION**

7 Any matters of this Inter-Departmental Agreement may be modified from time to time by  
8 the DSS Director or its Designee with written consent of all other Steering Committee members,  
9 without, in any way, affecting the remainder.

10 **9. INDEPENDENT CONTRACTOR**

11 This Inter-Departmental Agreement is not intended to and will not be construed to create the  
12 relationship of principal-agent, master-servant, employer-employee, partnership, joint venture or  
13 association between the Steering Committee, or any of its member agencies, and DSS. Neither is any  
14 party an officer of the other. Each of the parties, their officers, agents, and employees, in their  
15 performance of this Inter-Departmental Agreement shall act in an independent capacity between each  
16 other.

17 **10. LONG-TERM SUPPORT AND STABILIZATION**

18 The Steering Committee members agree to provide a collaborative, long-term support by  
19 providing a representative to the committee at all times.

20 **11. INFORMATION SHARING AND SECURITY**

21 Information will be shared and used by the Steering Committee in a manner that complies  
22 with state and federal laws, and ethical considerations governing confidentiality, including re-  
23 disclosure and privilege, and that does not violate the youth's due process rights as respondents or  
24 defendants in delinquency, criminal, summary offense, status offense, and child welfare cases,  
25 including their rights against self-incrimination.

26 **12. CONFIDENTIALITY**

27 All services performed by Steering Committee under this Inter-Departmental Agreement  
28 shall be in strict conformance with all applicable Federal, State of California and/or local laws and

1 regulations relating to, but not limited to, California Welfare and Institutions Code, section 10850 and  
2 14100.2, and the California Department of Social Services (CDSS) Manual of Policies and Procedures,  
3 Division 19-0000 Confidentiality.

4 **13. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

5 A. The parties to this Inter-Departmental Agreement shall be in strict conformance  
6 with all applicable Federal and State of California laws and regulations, including but not limited to  
7 Sections 5328, 10850, and 14100.2 *et seq.* of the Welfare and Institutions Code, Sections 2.1 and  
8 431.300 *et seq.* of Title 42, Code of Federal Regulations (CFR), Section 56 *et seq.* of the California  
9 Civil Code, Sections 11977 and 11812 of Title 22 of the California Code of Regulations, and the  
10 Health Insurance Portability and Accountability Act (HIPAA), including but not limited to Section  
11 1320 D *et seq.* of Title 42, United States Code (USC) and its implementing regulations, including, but  
12 not limited to Title 45, CFR, Sections 142, 160, 162, and 164, The Health Information Technology for  
13 Economic and Clinical Health Act (HITECH) regarding the confidentiality and security of patient  
14 information, and the Genetic Information Nondiscrimination Act (GINA) of 2008 regarding the  
15 confidentiality of genetic information.

16 B. Steering Committee members shall report to COUNTY, in writing, any  
17 knowledge or reasonable belief that there has been unauthorized access, viewing, use, disclosure,  
18 security incident, or breach of unsecured PHI not permitted by this Agreement of which it becomes  
19 aware, immediately and without reasonable delay and in no case later than two (2) business days of  
20 discovery. Immediate notification shall be made to COUNTY's Information Security Officer and  
21 Privacy Officer and COUNTY's DPH HIPAA Representative, within two (2) business days of  
22 discovery. The notification shall include, to the extent possible, the identification of each individual  
23 whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used,  
24 disclosed, or breached. Steering Committee members shall take prompt corrective action to cure any  
25 deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal  
26 and State Laws and regulations. Steering Committee members shall investigate such breach and is  
27 responsible for all notifications required by law and regulation or deemed necessary by COUNTY and  
28 shall provide a written report of the investigation and reporting required to COUNTY's Information

1 Security Officer and Privacy Officer and COUNTY's DPH HIPAA Representative. This written  
2 investigation and description of any reporting necessary shall be postmarked within the thirty (30)  
3 working days of the discovery of the breach to the addresses below:

4 County of Fresno	County of Fresno	County of Fresno
5 Dept. of Public Health 6 HIPAA Representative 7 (559) 600-6439 8 P.O. Box 11867 Fresno, CA 93775	Dept. of Public Health Privacy Officer (559) 600-6412 P.O. Box 11867 Fresno, CA 93775	Information Technology Services Information Security Officer (559) 600-5800 2048 N. Fine Street Fresno, CA 93727

9 C. Steering Committee members shall not transmit confidential, personal, or  
10 sensitive data via e-mail or other internet transport protocol unless the data is encrypted by a solution  
11 that has been validated by the National Institute of Standards and Technology (NIST) as conforming  
12 to the Advanced Encryption Standard (AES) Algorithm. Steering Committee members must apply  
13 appropriate sanctions against its employees who fail to comply with these safeguards. Steering  
14 Committee must adopt procedures for terminating access to PHI when employment of employee ends.

15 D. Mitigation of Harmful Effects

16 Steering Committee members shall mitigate, to the extent practicable, any  
17 harmful effect that is suspected or known to Steering Committee of an unauthorized access, viewing,  
18 use, disclosure, or breach of PHI by Steering Committee or its subcontractors in violation of the  
19 requirements of these provisions. Steering Committee must document suspected or known harmful  
20 effects and the outcome.

21 E. No Waiver of Obligations

22 No change, waiver or discharge of any liability or obligation hereunder on any  
23 one or more occasions shall be deemed a waiver of performance of any continuing or other obligation,  
24 or shall prohibit enforcement of any obligation on any other occasion.

25 F. HIPAA Management Directive 2910.60

26 2910.60 Some Fresno County programs access, use, and/or disclose PHI in  
27 multidisciplinary teams (MDTs). MDTs must be statutorily authorized (e.g., Welfare and Institutions  
28 Code § 11325.9, 14529, 15610.55, 18951, 18986.40). Statutorily authorized MDTs may include

1           **17. CONFLICT OF INTEREST**

2           No officer, agent, or employee of The County of Fresno who exercises any function or  
3 responsibility for planning and carrying out the services provided under this Inter-Departmental  
4 Agreement shall have any direct or indirect personal financial interest in this Inter-Departmental  
5 Agreement. In addition, no employee of The County of Fresno shall be employed by any member of  
6 the Steering Committee to fulfill any contractual obligations with COUNTY. The Steering Committee  
7 shall also comply with all Federal, State of California, and local conflict of interest laws, statutes, and  
8 regulations, which shall be applicable to all parties and beneficiaries under this Inter-Departmental  
9 Agreement and any officer, agent, or employee of Fresno County.

10           **18. ENTIRE AGREEMENT**

11           This Inter-Departmental Agreement, including all Exhibits, constitutes the entire Inter-  
12 Departmental Agreement between DSS, DBH, DPH and the Probation Department with respect to the  
13 subject matter hereof and supersedes all previous agreements, negotiations, proposals, commitments,  
14 writings, advertisements, publications, and understandings of any nature whatsoever unless expressly  
15 included in this Inter-departmental Agreement.

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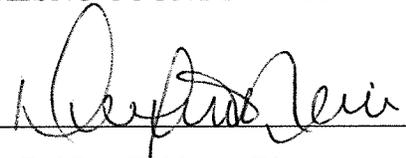
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1 IN WITNESS WHEREOF, the parties hereto have caused this Inter-departmental Agreement to be  
2 executed by their signatures below.

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4 ATTEST:

5 FRESNO COUNTY DEPARTMENT OF SOCIAL SERVICES

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7 by  Date: 10/9/15  
8 Delfino E. Neira, Director

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1 FRESNO COUNTY DEPARTMENT OF PUBLIC HEALTH

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3 /s/



Date:

8/25/15

4 Director of Agency

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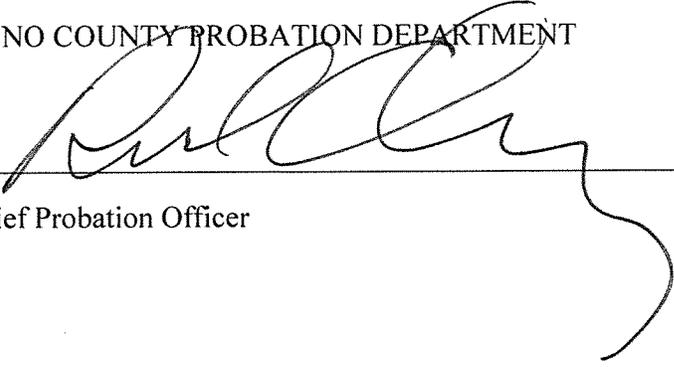
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1 FRESNO COUNTY PROBATION DEPARTMENT

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3 /s/



Date:

9-15-15

4 Chief Probation Officer

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