County of Los Angeles

Commercially Sexually Exploited Children (CSEC)

MEMORANDUM OF UNDERSTANDING

BETWEEN

LOS ANGELES SUPERIOR COURT- JUVENILE DIVISION,
Herein referred to as "Juvenile Court", AND

DEPARTMENT OF CHILDREN AND FAMILY SERVICES,
Herein referred to as "DCFS", AND

PROBATION DEPARTMENT,
Herein referred to as "Probation", AND

DEPARTMENT OF HEALTH SERVICES,
Herein referred to as "DHS", AND

DEPARTMENT OF PUBLIC HEALTH,
Herein referred to as "DPH", AND

DEPARTMENT OF MENTAL HEALTH,
Herein referred to as "DMH", AND

DISTRICT ATTORNEY,
Herein referred to as "DA", AND

SHERIFF'S DEPARTMENT,
Herein referred to as "LASD", AND

CHILDREN'S LAW CENTER OF CALIFORNIA, LOS ANGELES OFFICE,
Herein referred to as "CLC",

MEMORANDUM OF UNDERSTANDING

As to Los Angeles County's Commercially Sexually Exploited Children (CSEC) Program

WHEREAS, an individual who is a commercially sexually exploited child (CSEC) or sexually trafficked, as described in Section 236.1 of the California Penal Code, or who receives food or shelter in exchange for, or who is paid to perform, sexual acts described in Section 236.1 or 11165.1 of the California Penal Code, and whose parent or guardian failed to, or was unable to protect the child, is a commercially sexually exploited child and may be served through the county child welfare system pursuant to California Welfare and Institutions Code Section 300(b)(2); and

WHEREAS, Los Angeles County elected to participate in the CSEC Program as described in Section 16524.7 of California Welfare and Institutions Code in order to more effectively serve CSEC by utilizing a multidisciplinary approach for case management, service planning, and the provisions of services; and

WHEREAS, the parties to this Memorandum of Understanding (MOU), Juvenile Court, DCFS, Probation, DHS, DPH, DMH, DA, LASD and CLC have developed the following Memorandum of Understanding (MOU) to guide Los Angeles County's approach to serving CSEC; and

WHEREAS, this MOU reflects the commitment of Los Angeles County and the parties to the following guiding principles:

A. Commercial Sexual Exploitation of Children:
    a. Must be understood as child abuse and reported as such, and
    b. Should not be criminalized.

B. Responses to CSEC should be:
    a. Victim-centered,
    b. Trauma-informed,
    c. Strengths-based,
    d. Developmentally appropriate,
    e. Culturally, linguistically, and LGBTQ - competent and affirming,
    f. Committed to active efforts that engage CSEC early and often,
    g. Multidisciplinary, individualized, flexible, and timely, and
    h. Data and outcome driven.

C. Agency Policies & Procedures should:
    a. Ensure and track cross-system collaboration at the system and individual case level,
    b. Incorporate mechanisms to identify and assess CSEC at key decision points,
    c. Address the unique physical and emotional safety considerations of CSEC, and

d. Consider the unique emotional and safety issues of caregivers, staff and others, including vicarious trauma.

WHEREAS, the parties agree to form a CSEC Steering Committee to provide ongoing oversight and support to ensure County agencies and partners effectively collaborate to better identify and serve victims of commercial sexual exploitation and children at risk of becoming exploited; and

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

WHEREAS, the parties agree that any discussion of information about a child that occurs during a MDT meeting is confidential pursuant to California Welfare and Institutions Code Section 18961.7 (c). Information provided to MDT members shall be used solely for prevention, identification and treatment purposes and shall retain all protections and confidentiality provided under state or federal law. Any information provided to the MDT members shall be retained in the files of the entity performing the screening or assessment. Testimony concerning a discussion held during an MDT shall not be subject to subpoena or other court process for use in any other proceedings or for any other purpose pursuant to Welfare and Institutions Code Section 18961.7 (c); and

WHEREAS, the parties must comply with mandatory reporting guidelines, if applicable, as required by California Penal Code Sections 11164 – 11174.3 and report known or suspected child abuse and neglect, which includes sexual exploitation; and

WHEREAS, this MOU defines the mutually agreed upon responsibilities of each of the parties under the CSEC Program pursuant to California Welfare and Institutions Code Section 16524.7, this MOU is not intended to establish legal duties or otherwise alter the respective responsibilities of the parties; and

NOW, THEREFORE, the parties of this MOU set forth the following as the terms and conditions of their understanding:

I. Steering Committee

A. **Purpose.** In order to ensure Los Angeles County effectively implements the CSEC Program, the parties agree to form a Steering Committee. The purpose of the Steering Committee is to provide ongoing oversight and leadership to ensure that this MOU is operating effectively. The Steering Committee's multidisciplinary composition is designed to facilitate the cross-system collaboration needed to better identify and serve youth who are at risk of or have been commercially sexually exploited. The Steering Committee's responsibilities are to:

a. Provide input to the County on how to utilize CSEC Program funding,
b. Implement the MOU,
c. Oversee implementation of the MOU,
d. Collect and analyze aggregate data related to the MOU,
e. Revise the MOU as needed on an ongoing basis,
f. Assess the sufficiency of CSEC-specific resources in the County,
g. Identify necessary training needs and ensure such training occurs, and
h. Provide any and all reports to the State in compliance with State and Federal requirements.

B. **Steering Committee Lead.** DCFS, as the Child Protection Services agency, will be responsible for:
   a. Convening and serving as lead agency of the Steering Committee,
   b. Providing staff to coordinate the Steering Committee, and
   c. Gathering aggregate data from MDT meetings to present and analyze with Steering Committee.

C. **Steering Committee Membership.** The following parties agree to participate in the Steering Committee and fulfill the responsibilities defined in this MOU:
   a. DCFS
   b. Probation
   c. DPH
   d. DMH
   e. Juvenile Court
   f. DHS
   g. LASD
   h. CLC
   i. DA

D. **Steering Committee member responsibilities**. Each party will fulfill the following responsibilities as part of its work on the Steering Committee under this MOU:
   a. Designate a representative of the department/organization empowered to make decisions on behalf of the respective department/organization as it relates to this MOU,
   b. Attend regularly scheduled meetings and participate collaboratively in the committee,
   c. Report on successes, barriers to providing services, and areas for improvement, including recommendations for adapting the MOU and training needs/gaps, and
   d. To the extent legally permissible, provide aggregate data on identified CSEC including the numbers identified and the services accessed by those youth.

II. Executive Committee

A. **Purpose**. An Executive Committee of the Steering Committee shall be formed with representatives from DCFS, Probation, DMH, the Juvenile Court, DHS and DPH. The role of the Executive Committee is to:

a. Report to the State all information required by California Welfare and Institutions Code Section 16524.7 and the California Department of Social Services.

b. Resolve issues raised by the Steering Committee.

c. Determine appropriate resource allocation of CSEC Program and other funds dedicated to serving CSEC. DCFS, as the lead agency, will have final decision-making authority on the use of specific funding sources,

d. Amend the MOU as necessary,

e. Report to the Board of Supervisors.

III. Multi-Disciplinary Teams (MDT)

A. **Purpose**. Provide a multidisciplinary team approach to each identified commercially sexually exploited youth to more effectively build on the youth's strengths and respond to individualized needs in a coordinated manner.

B. **MDT Membership**: The following parties agree to participate in the MDTs pursuant to California Welfare and Institutions Code Section 16524.7 and fulfill their responsibilities as defined in this MOU:

a. Required

i. DCFS– Lead

ii. Probation

iii. DMH

iv. DPH

b. Optional – To the extent it is legally permissible, additional members may be included in MDTs as necessary to most effectively meet the unique needs of the child. Other members may include, but are not limited to, the following:

i. Youth

ii. Caregiver/placement provider

iii. Children's Law Center/Attorney or Investigator

iv. District Attorney

v. Public Defender

vi. Public Safety

vii. Education

viii. DHS

ix. Mental health provider

x. Survivor advocate or mentor

xi. Legal service providers

xii. Los Angeles Dependency Lawyers

xiii. Victim advocate.

C. **MDT members' responsibilities**: The parties agree to provide staff to participate in MDT meetings who have been trained in the prevention, identification or treatment of child abuse and neglect, and who are qualified to provide a broad range of services related to child abuse and commercially sexually exploited children and those at risk for such exploitation.

IV. Multidisciplinary Response

A. **Purpose:** In order to sufficiently address a commercially sexually exploited child's needs from identification through ongoing stabilization, a three-tiered multidisciplinary response, as described below, may be employed.

B. **Circumstances that require Immediate response by parties below:**

a. A report is made to DCFS that a child is the victim of sexual exploitation and there is an immediate safety concern or,

b. Law Enforcement interacts with a child they suspect or identify as victim of commercial sexual exploitation and there is an immediate safety concern.

C. **Immediate Consult MDT**:

a. **Purpose**: Provide immediate crisis intervention and to address and meet immediate safety and placement needs in a coordinated manner by:

i. Convening an Immediate Consult MDT by phone or in person when a public safety officer is the first responder, unless otherwise provided for in the First Responder Protocol, or when the DCFS Hotline receives an allegation of sexual exploitation and needs to determine if the youth should be transported to DCFS or Probation. (See Appendix A – First Responder Protocol).

ii. Responding immediately to the child's location,

iii. Providing individual case-by case-collaboration with multiple child-serving agencies,

iv. Engaging with youth as well as family if appropriate,

v. Ensuring basic needs are met such as food, shelter and clothing,

vi. Assessing and addressing immediate needs,

vii. Identifying an appropriate placement,

viii. Devising a safety plan once at placement to address trauma triggers.

ix. Providing care to an identified youth with an emergent medical need who is transported to a DHS Hub. Based on appropriate consent, services may include SART exams and

full medical evaluations for sexual abuse, physical abuse emotional abuse and neglect if indicated, and may also provide sexual and reproductive health care and treatment and HIV prophylaxis.

b. **Other parties that may be called to the Immediate Consult MDT**

i. In addition to public safety officer, DCFS, Probation and DHS, other parties included in this MOU may be called to the Immediate Consult MDT on an as-needed basis, based on the responding agency's judgment and the needs of the youth. These parties include but are not limited to:

a. DPH: The appropriate Public Health staff will be included when there is a medical need (which did not need immediate attention at the emergency room or Medical Hub), to provide information related to reproductive and sexual health. (See Appendix C for DPH Internal Protocol),

b. CLC Attorney: When the youth has an open dependency case, the child's CLC Attorney should be contacted and included if available,

c. CLC Investigator Social Worker if youth has an open dependency case,

d. DMH: When the youth is experiencing a mental health crisis and immediate consult or intervention is needed, contact ACCESS Hotline 1-800-854-7771,

e. Caregiver/placement provider: When the youth will be returning to placement or an emergency placement is needed,

f. Youth: Meaningfully involve the youth in decision-making about placement options.

C. **<u>Initial MDT</u>**

a. **Circumstances that require Initial MDT**

i. An Initial MDT is an appropriate response when there is not an immediate safety risk, but where an adult suspects or identifies a youth is commercially sexually exploited and makes such a report to the child welfare agency.

b. **Purpose.** Not all children who are suspected or identified victims of sexual exploitation will be in imminent danger, and therefore will not require an immediate response. For these non-urgent situations the parties agree to coordinate and participate in an Initial MDT to address the youth's needs surrounding placement, triggers, education, medical and mental health, and supportive services in order to develop and coordinate the case plan. The Initial MDT will:

i. Orient the youth and family to the multidisciplinary teaming approach,
ii. Assess and address the child's immediate and long-term needs,
iii. Develop and coordinate service provision and case plan,
iv. Develop a safety plan with parents/caregivers that addresses the following:
    a Potential safety risks for the youth, the family, and/or providers,
    b. Identify triggers that may cause the youth to engage in unsafe behavior,
    c. Identify coping skills the youth can use to de-escalate,
    d. Identify responsibilities for team member in the event the youth exhibits unsafe behavior.

c. **Parties required to participate in the Initial MDT**
    i. DCFS will:
        a. Receive calls regarding child abuse and neglect,
        b. Discern whether an allegation involves commercial sexual exploitation, and
        c. If suspected or confirmed that child is a victim of commercial sexual exploitation:
            i. Determine appropriate response time
            ii. Determine if there is existing agency involvement (DCFS, Probation) for notification purposes,
            iii. Initiate investigation with appropriate response time
            iv. Initiate Initial MDT
    ii. Probation will:
        a. Where determined a child is within Probation jurisdiction
            i. Initiate timely response
            ii. Initiate Initial MDT

d. **Other parties that may be called to the Initial MDT as appropriate to meet the needs of the youth**:

i. DPH
ii. DMH
iii. DHS
iv. Youth
v. Parent if appropriate
vi. CLC Attorney and/or Investigator Social Worker
vii. Public Defender

viii. District Attorney

D. **Ongoing MDT/ Child and Family Team (CFT) Meetings**

a. **Circumstances that require an Ongoing MDT/CFT**
The parties agree that children who are identified as victims of sexual exploitation or trafficking require on-going multidisciplinary team support to monitor the youth and ensure his/her needs are adequately addressed, DCFS/Probation will consult with the youth as to whether he/she wants to participate. During the Ongoing MDTs, members will review the service/case plan and safety plan, and amend as needed.

b. **The members of the ongoing MDT/CFTs** may include any of the members of the initial MDT as well as individuals chosen by the youth, or family if appropriate.

c. **Circumstances that may require an additional Ongoing MDT/CFT**
An MDT/CFT meeting should be called when any of the following circumstances or events occurs:
   i. Youth leaves, is missing, runs away or is otherwise absent from placement or home,
   ii. Youth's placement changes,
   iii. Child's service needs change, including preparation for step-down to a lower level of care or to arrange a higher level of care,
   iv. Youth preparing to testify in court against trafficker/exploiter/purchaser,
   v. Youth has contact with law enforcement,
   vi. Youth violates probation,
   vii. A member of the MDT identifies a need requiring case plan review.

V. Utilization of MDTs in Dependency and Delinquency Dedicated Courtrooms

A. **Purpose.** The parties agree that victims of sexual exploitation or trafficking require ongoing multidisciplinary team support throughout the court process to ensure their needs are adequately addressed. These specialized dedicated courtrooms will allow for more frequent appearances with more time and attention paid to the youth. The courts will be staffed with a judge, bailiff, court officer, court reporter, attorneys and a team of service providers – including placement, mental health, educational and advocacy/survivor agency representatives who have been specially trained in CSEC. The consistency provided to the child by frequent contact with the court and a highly trained team of dedicated

professionals will eliminate some of the current barriers serving these children.

B. **Specialized Dependency Court**: For all cases assigned to the specialized Dependency Court, DCFS-led ongoing MDTs shall be held weekly at the Dedicated Court Calendar Pre-Meeting. Additional participants will be called in as needed to discuss the cases of individual youth.
(See Appendix B – Dedicated CSEC Dependency Court Guidelines).

a. **Party required to convene the MDT:**
   i. DCFS will:
      a. Serve as the lead agency
      b. Schedule and assemble MDT members

b. **Others that must be invited:**
   i. Youth
   ii. CLC - Investigator Social Worker and Lawyer
   iii. DPH - Assigned MD and PHN
   iv. Educational Services
   v. Victim Advocate
   vi. Placement unless contraindicated
   vii. Service Providers
   viii. Probation – if youth is Probation involved

c. **The following may be invited as needed**:
   i. Los Angeles Dependency Lawyers (LADL)
   ii. County Counsel – assigned trial counsel
   iii. DMH or mental health provider designee
   iv. DPH – Substance Abuse Prevention and Control or contracted provider designee
   v. Parents/Guardian unless contraindicated

C. **Specialized Delinquency Court**: For cases assigned to the specialized Delinquency Court, Probation-led ongoing MDTs shall be held on a day designated by Probation and/or the Hearing Officer. Participants will be called in as needed to discuss the cases of individual youth.

a. The following party is required to convene the MDT
   i. Probation Court Liaison

b. **The following parties must be invited**:
   i. Victim Advocate
   ii. DCFS -if the youth is DCFS involved
   iii. Public Defender
   iv. Assigned DPH/PHN

c. **Others that may be invited as needed**:
   i. CLC if child is DCFS - involved
   ii. DMH or mental health provider designee
   iii. Other Community Based Organizations providing service to the youth
   iv. DPH - Substance Abuse Prevention and Control or contracted provider designee
   v. Educational Advocate
   vi. Youth
   vii. Parents/Guardian

VI. Specific Participant Roles and Responsibilities under this MOU:

A. Child Welfare - DCFS

a. Lead the development of the interagency protocol.
b. Participate in the MDTs.
c. Convene and serve as lead agency of Steering and Executive Committees.
d. Maintain the child abuse Hotline to receive child abuse and neglect referrals.
e. Develop mechanism for tracking commercially exploited youth referrals.
f. Provide a victim centered, trauma informed, strength based, and culturally sensitive response to referrals involving commercially sexually exploited youth.
g. Provide victim centered, trauma informed, strength based, and culturally sensitive case management.
h. Develop a case/service plan to meet the individualized needs of commercially exploited youth along with other provider agencies.
i. Provide aggregate child welfare data on identified commercially exploited youth including, but not limited to, the current status of each youth, the placement type, and the services received to the extent permissible by law.
j. Provide court reports pertaining to victim's case as needed
k. Abide by DCFS internal procedures, policies, and protocols surrounding commercially exploited youth

B. Probation Department

a. Participate in the development of the interagency protocol.
b. Participate as appropriate in MDTs.
c. Participate in the Steering and Executive Committees.
d. Develop a mechanism for tracking commercially exploited youth.
e. Interface with the DCFS Child Abuse Hotline to provide probation status information.

f. Make recommendations and take appropriate action if youth has an open case or has been arrested.
g. Provide victim centered, trauma informed, strength based and culturally sensitive case management.
h. Develop a case/service plan to meet the needs of commercially exploited youth in collaboration with other provider agencies
i. Provide court reports pertaining to victim's case as needed.
j. Provide aggregate data on identified commercially exploited youth including, but not limited to, the current status of each youth, the placement type, and the services received to the extent permissible by law.

C. **Department of Mental Health**
   a. Participate in the development of the interagency protocol
   b. Participate as appropriate in MDTs
   c. Participate in Steering Committee
   d. Develop mechanism for tracking CSEC
   e. With appropriate consent, perform initial and ongoing assessment of CSEC victim's mental health and recommend treatment
   f. Coordinate specialized mental health services for victims
   g. Provide guidance about mental health supports in placement that may be particularly helpful for CSEC.

D. **Department of Health Services**
   a. Participate in the development of the interagency protocol
   b. Participate as appropriate in MDTs
   c. Participate in Steering Committee
   d. Develop mechanism for tracking CSEC
   e. With appropriate consent, perform medical evaluation of CSEC victim
   f. Coordinate appropriate response and services specific to CSEC
   g. Provide information related to reproductive and sexual health including access to contraceptives, HIV prophylaxis and treatment for STIs/STDs to CSEC

E. **Department of Public Health**
   a. Participate in the development of the interagency protocol
   b. Participate as appropriate in MDT
   c. Participate in Steering Committee
   d. Develop mechanism for tracking CSEC
   e. Coordinate appropriate response and services specific to CSEC
   f. Provide information related to reproductive and sexual health including access to contraceptives, HIV prophylaxis and treatment for STIs/STDs to CSEC.
   g. Perform substance abuse assessment of CSEC recognizing that some of the exploited children use substances as a coping mechanism.
   h. See Appendix C- LA County DPH CSEC Protocol.

F. **Juvenile Court**
   a. Participate in the development of the interagency protocol
   b. Appoint dependency and delinquency court representatives to Steering Committee
   c. Develop mechanism for tracking CSEC
   d. Ensure coordinated response for CSEC

G. **Children's Law Center**
   a. Participate in Steering Committee
   b. Participate in the development of the interagency protocol
   c. Participate as appropriate in MDT (either attorney or representative including an investigator
   d. Maintain frequent communication with client to ensure frequently changing needs are addressed as the child moves through the stages of exploitation.

H. **District Attorney**
   a. Participate in the Steering Committee
   b. Participate in the development of the interagency protocol
   c. Develop mechanism for tracking CSEC.

I. **Los Angeles County Sheriff's Department**
   a. Participate in Steering Committee
   b. Participate in the development of the interagency protocol
   c. Develop mechanism for tracking CSEC
   d. See Appendix D – LASD Role in CSEC Program Steering Committee.

VII. Information Sharing and Confidentiality

Parties agree to ensure compliance with all state and federal information sharing, confidentiality protections and security measures. Parties agree to share and use information in a manner that complies with state and federal laws, and ethical considerations governing confidentiality, including re-disclosure and privilege, and in a manner that does not violate the youth's due process rights as respondents or defendants in delinquency, criminal, summary offenses, status offenses, and child welfare cases, including their rights against self-incrimination.

VIII. Dispute Resolution

The parties are committed to mutually satisfactory methods for problem resolution. The parties agree if any dispute arises between the parties it should be resolved amicably, through informal means. The parties shall establish a process and procedure for mutually satisfactory methods of problem resolution. However, DCFS, as the lead agency, maintains the right to use their discretion to immediately take any necessary action it determines is needed to safeguard a child at risk.

IX. Governing Laws and Jurisdiction

This MOU shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the laws of the State of California. Any legal proceedings arising out of or relating to this MOU shall be brought in Los Angeles County, California.

X. Duplicate Counterparts

This MOU may be executed in duplicate counterparts.

XI. Amendment to Add Parties to the MOU

The Executive Committee may invite other parties, agencies or entities to participate in this MOU. Such new parties, agencies or entities shall execute a signature page to this MOU in the same manner as original signatories.

XII. Terms and Termination

The terms of this MOU shall commence after execution by all parties, and shall stay in place unless sooner terminated or extended, in whole or in part, by statute.

IN WITNESS WHEREOF, the parties hereto have executed this Los Angeles County Commercially Sexually Exploited Children (CSEC) Memorandum.

PHILIP L. BROWNING, Director
Los Angeles County Department of
Children and Family Services

9/29/15
Date

MICHAEL LEVANAS, Presiding Judge
Los Angeles County Children's Court

9/29/15
Date

JERRY E. POWERS, Chief Probation Officer
Los Angeles County Probation Department

9/29/15
Date

CYNTHIA A. HARDING, Interim Director
Los Angeles County Department of Public Health

9/29/15
Date

MARVIN J. SOUTHARD, Director
Los Angeles County Department of Mental Health

9/29/15
Date

for Mitch Katz

MITCHELL H. KATZ, Director
Los Angeles County Department of Health Services

9/29/15
Date

LESLIE HEIMOV, Executive Director
Children's Law Center of California

9/30/15
Date

JACKIE LACEY, District Attorney
Los Angeles County District Attorney's Office

9/29/15
Date

JIM McDONNELL, Sheriff
Los Angeles County Sheriff's Department

9-30-15
Date

Approved as to form:

Deborah Hale
Principal Deputy County Counsel

OPERATIONAL AGREEMENT
BETWEEN
LOS ANGELES SHERIFF'S
DEPARTMENT
Herein referred to as "LASD"
AND
LONG BEACH POLICE DEPARTMENT
Herein referred to as "LBPD"
AND
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
Herein referred to as "DCFS"
AND
DEPARTMENT OF PROBATION
Herein referred to as "Probation"
AND
DEPARTMENT OF HEALTH SERVICES
Herein referred to as "DHS"
AND
SAVING INNOCENCE
AND
TRINITY YOUTH SERVICES
FOR

Los Angeles County Commercially Sexually Exploited Children (CSEC) Law Enforcement First Responder Protocol

WHEREAS, in November 2012, the Los Angeles County Board of Supervisors (BOS) established the Sex Trafficking Task Force led by Probation and DCFS. The BOS charged the Task Force with creating a countywide interagency response model to assist CSEC, which includes the collection of data and provision of training to all agencies who serve these youth.

WHEREAS, on September 24, 2013, the BOS directed the Chief Executive Officer (CEO) to coordinate with the Sex Trafficking Task Force and Probation, DCFS, Public Social Services, DMH, Public Health, DHS, District Attorney, County Counsel and LASD to create the Los Angeles County multi-agency response model to combat the sex trafficking of children and to report back in 90 days on the proposed model and implementation plan.

WHEREAS, the parties to this Agreement, LASD, LBPD, DCFS, Probation, DHS, Trinity Youth Services, and Saving Innocence, a non-profit organization dedicated to providing emergency crisis response services to CSEC in Los Angeles County, in order to implement this Operational Agreement have created the attached Law Enforcement First Responder Protocol as a first step for a victim-centered, multi-agency response model within the County, which may be revised as needed. The First Responder Protocol will serve to guide law enforcement, County agencies, and community-based

partners on appropriate steps to take within the first 72 hours of interfacing with an identified or suspected CSEC. The Operational Agreement and protocol reflect Los Angeles County's commitment to treating commercially sexually exploited children who have been exposed to severe violence, threats, and trauma, as victims of child abuse and human trafficking, rather than criminalizing them as delinquents. The First Responder Protocol will be operated within identified pilot areas.

WHEREAS, this Agreement defines the mutually agreed upon collaboration and responsibilities of the Parties to implement the First Responder Protocol. These cooperative activities under this Agreement shall be implemented at no additional cost to the Parties. It is not intended to establish legal duties or otherwise alter the respective responsibilities of the Parties.

WHEREAS, in order to implement the First Responder Protocol and to allow for the sharing of information among the Parties, it is the purpose of this Agreement to form a multidisciplinary personnel team to investigate reports of suspected child abuse and neglect.

Now, therefore, each party agrees to enter into this Operational Agreement and provide the services contained herein:

LAW ENFORCEMENT RESPONSIBILITIES

The law enforcement agencies that are a party to this Agreement are the Los Angeles County Sheriff's Department-Century and Compton Stations and the Long Beach Police Department. LASD and LBPD agree to:

1. Designate law enforcement officials to support and resolve issues with implementation of the First Responder Protocols. They will also be responsible for approving or denying non-material change requests to this Agreement.

   a. **For LASD-Century Station**:

      Todd Deeds, Lieutenant
      11703 S. Alameda Street
      Lynwood, CA 90262
      (323) 568-4800
      tddeeds@lasd.org

   b. **For LASD-Compton Station**:

      Carmichael Octave, Lieutenant
      301 S. Willowbrook Avenue
      Compton, CA 90220
      (310) 605-6568
      csoctave@lasd.org

c. **For LBPD**:

Richard Farfan, Commander
400 W. Broadway
Long Beach, CA 90802
(562) 570-7217
Rick.Farfan@longbeach.gov

2. Assign personnel who have been trained to recognize the signs and symptoms of commercial sexual exploitation in order to engage any suspected CSEC using best practice approaches.

3. Conduct an initial investigation in accordance with internal protocols.

   a. Make best efforts to obtain the identity of the child, including using a Blue Check device if available.

4. Give notice to the investigating officer:

   a. LBPD: This occurs automatically in Long Beach (VICE).

   b. LASD: Notification to Vice Lieutenant and/or Vice Sergeant under certain circumstances pursuant to department protocols as described in L.A. County Sheriff's Unit Orders.

5. Assess the urgency of the child's medical needs:

   a. If there is evidence of a sexual assault, follow applicable Department protocols. The law enforcement agency that interacts with the youth is responsible for transporting the child and requesting a forensic exam.

   b. The child must be taken to the emergency room or Sexual Assault Response (SAR) site as soon as possible if:

      (1) There was genital-genital or genital-mouth contact between a person and the child in the last 72 hours.

      (2) There was unprotected genital-genital contact within the past 5 days.

      (3) The child appears to need immediate medical treatment for any other reason.

6. Request an Emergency Protective Order pursuant to California Family Code §6250, if the child identifies the trafficker.

7. If the child is 10 years of age or older, the officer shall complete an advisement of rights. The child has a right to make two phone calls, except where physically impossible. One call will be to a parent, guardian, or responsible relative; and the other call will be to an attorney.

8. Follow department protocol to ascertain the child's real age, if the child reports to being over the age of 18 years old, but there is any indication that the child is a minor.

9. Use the following guidelines, if the investigation uncovers potential crimes or offenses committed by the child:

    a. For misdemeanors: After engaging the child, law enforcement will use discretion to decide whether to detain.

    b. For felonies: If the child is 14 years of age or older and is taken into custody for the personal use of a firearm in the commission or attempted commission of a felony or any offense listed in Welf. & Inst. Code § 707(b), then law enforcement must detain the child.

10. Contact the child's parent, guardian or caregiver to notify them that the child was found. Notify parent of staging area location, if it is safe to do so.

11. Complete an advisement of the child's constitutional rights, including the right to stay silent, if the officer takes the child into temporary custody because the officer has reasonable cause to believe the child falls under Welf. & Inst. Code § 602, or that the child has violated an order of the juvenile court or escaped from any commitment ordered by the juvenile court.

12. Report suspected abuse to the DCFS Child Protection Hotline.

    a. Use specified triggering language, identify reporting law enforcement agency (LASD- Century Station, LASD-Compton Station or LBPD) and state that the officer has a suspected CSEC in custody in the pilot area.

    b. Provide the location of the staging area where the child will be in one hour from the call.

13. Transport the child to the identified staging area.

14. Interface with DCFS' Multi-Agency Response Team (MART) or the Probation Department's Child Trafficking Unit (CTU), and Saving Innocence representative at the staging area.

15. Participate in the MDT meeting led by either MART or CTU, if necessary.

16. Alert MART/CTU and Saving Innocence representative as soon as the child can be released from police station so that they can transport the child to selected placement. Help with transporting the child, if determined necessary

17. Follow policies for temporary involuntary commitment under the Lanterman-Petris Short Act if, at any point, the child presents as a danger to self or others.

DCFS RESPONSIBILITIES

DCFS, as a co-lead department, including employees that are part of the Child

Protection Hotline Staff or the Multi-Agency Response Team, agrees to:

Designate Program Managers to support and resolve issues with the implementation of the First Responder Protocol. The Program Manager will also be responsible to serve as a one of the Co-Lead Program Managers to perform the duties stated in the General Terms, subsections 3 and 4.

1. a. For the Child Protection Hotline:

   Roberta Medina, Deputy Director
   Bureau of Specialized Response Services
   1933 S. Broadway Avenue
   Los Angeles, CA 90007
   (213)-765-7378
   MedinR@dcfs.lacounty.gov

   b. For the Multi-Agency Response Team:

   Diane Iglesias, Senior Deputy Director
   Dept. of Children and Family Services
   425 Shatto Place
   Los Angeles, CA 90020
   (213) 351-5711
   iglesiasd@dcfs.lacounty.gov

2. Assign personnel who have been trained to recognize the signs and symptoms of commercial sexual exploitation in order to engage any suspected CSEC using best practice approaches.

3. Duties of the DCFS Child Protection Hotline Staff:

   A. Upon receipt of a hotline call about a CSEC and determine whether or not the case is located within the Pilot Area:

      a) The case falls within Pilot Area if:

         (1) Incident occurred in Compton or Long Beach; or

         (2) LASD (Century or Compton Station) or LBPD makes the referral.

      b) If case did not come from Pilot Area, follow standard Hotline Department Response.

B. If the call is about a CSEC within the pilot area, the hotline worker will initiate a CSEC Expedited Response by taking the following steps:

a) Obtain demographic information and allegation information.

b) Flag as "Commercially Sexually Exploited Child-CSEC" using Special Projects Code when triggering language ("CSEC in custody in the Pilot area") is used by the caller.

c) Initiate CSEC Expedited Form.

d) Utilize CWS/CMS to determine if the child has an open or prior case with DCFS.

e) When the child does not have a DCFS case, call the Probation Pre-Release Center (PRC) to determine whether the child has an open delinquency case or is involved with Probation.

f) Determine which agency to contact (Probation's CTU or DCFS's MART Unit).

C. If the child is under DCFS jurisdiction; or the child is under dual jurisdiction and DCFS is the lead agency; or the child is unknown to both DCFS and Probation:

a) Notify the MART Unit and request presence at the staging area within ninety (90) minutes to lead the MDT.

b) Send an email notification to existing social worker, if there is one.

D. If the child is under Probation jurisdiction or is under dual jurisdiction and Probation is the lead agency:

a) Notify Probation's Child Trafficking Unit (CTU) by phone and email, and request presence at the staging area within ninety (90) minutes to lead the MDT.

E. Complete the CSEC Expedited Form.

F. Distribute the CSEC Expedited Form to responding agency (DCFS MART Unit or Probation CTU).

4. Duties of the DCFS Multi-Agency Response Team (MART):

A. Serve as the investigatory body whenever a CSEC case is referred to the DCFS Child Protection Hotline from the Pilot Area and the child:

a) Is currently under DCFS jurisdiction;

b) Is currently under dual jurisdiction with DCFS designated as the lead agency; or

c) The child is unknown to both DCFS and Probation.

B. Respond to the identified staging area within ninety (90) minutes of being informed by the Child Protection Hotline about a CSEC case.

C. Immediately notify the Saving Innocence advocate upon being contacted by the Child Protection Hotline.

D. Notify the parent, guardian, or caregiver of the child's location, if the law enforcement officer was unable to reach them and it is safe to do so.

E. Initiate the required DCFS assessment for a child abuse investigation per Department protocols. The child must be interviewed separately from the parent or guardian. Determine if it is appropriate to allow the Saving Innocence advocate to be present during the interview with the child.

i. Follow standard Department Protocol.

ii. If a decision is made to temporarily remove the child from parental custody, the worker will prepare a detention report and submit it to Intake, Detention and Control (IDC) for preparation and filing of a dependency petition.

iii. Ascertain whether or not it is appropriate to provide voluntary services to the child and his or her parent or guardian.

a. If a decision is made to offer voluntary services, obtain consent from the child and parent or guardian, identify needs, and initiate process

F. Lead an MDT meeting at the staging area with other members of the MDT team, which may include law enforcement officer, DCFS (MART/ CTU), Probation and Saving Innocence advocate. Determine if it is appropriate to include the child, parent, guardian or other caretaker in the MDT while discussing placement issues.

G. If the parent is present, follow Department protocols to obtain signed consent for health care and authorization to release protected health information. If parent is not present, check the child's file to determine whether there is a valid signed consent and release.

H. Arrange for transportation to the selected placement or the child's home as soon as the law enforcement officer indicates that the child can be moved from the staging area.

I. Lead a safety planning meeting at the placement that includes the child, the caregiver, or placement staff, as well as the Saving Innocence advocate. Provide each participant with a copy of the safety plan.

J. Call the provided DHS scheduling number to arrange for an appointment at the Hub for the next day or if appropriate, on the same day. Prepare a Coordinated Services Action Team (CSAT) packet to present to DHS at the Medical Hub.

K. Administer the Mental Health Screening Tool (MHST) before taking the child to the DHS Medical Hub if there is no record of a prior MHST.

L. Coordinate with the Saving Innocence advocate and other applicable parties to organize a follow-up MDT.

M. Follow policies for temporary involuntary commitment under the Lanterman-Petris Short Act if, at any point, the child presents as a danger to self or others.

PROBATION DEPARTMENT RESPONSIBILITIES

Probation agrees to:

1. Designate a Program Manager to lead and support the Sex Trafficking Task Force with the implementation of the First Responder Protocols. The Program Manager will also be responsible to serve as a one of the Co-Lead Program Managers to perform the duties stated in the General Terms, subsections 3 and 4.

   a. Michelle Guymon, Director
   Probation Headquarters – 9150 E. Imperial Hwy.
   Downey, CA 90242
   (661) 236-5405
   Michelle.Guymon@probation.lacounty.gov

2. Assign personnel who have been trained to recognize the signs and symptoms of commercial sexual exploitation in order to engage any suspected CSEC using best practice approaches.

3. Respond to the identified staging area within ninety (90) minutes of being informed by the Child Protection Hotline about a CSEC case.

4. Immediately contact the Saving Innocence advocate upon being contacted by the Child Protection Hotline.

5. Notify parent, guardian, or caregiver of the child's location, if the law enforcement officer was unable to reach them and it is safe to do so.

6. Lead an MDT meeting at the staging area with other members of the MDT team, which may include law enforcement officer, DCFS (MART/ CTU), Probation and the Saving Innocence advocate. Determine if it is appropriate to include the child, parent, guardian or other caretaker in the MDT while discussing placement issues.

7. Contact DCFS MART Unit if there is any indication of neglect or child abuse.

8. If the parent is present, obtain signed consent for health care and authorization to release protected health information. If parent is not present, check the child's file to determine whether there is a valid signed consent and release.

9. Arrange for transportation to the selected placement or the child's home as soon as the law enforcement officer indicates that the child can be moved from the identified staging area.

10. Lead a safety planning meeting at the selected placement that includes the child, the caregiver/ placement staff, and the Saving Innocence advocate. Provide each participant with a copy of the safety plan.

11. Call the provided DHS scheduling number to arrange for an appointment at theHub for the next day, or if appropriate on the same day.

12. Coordinate with the Saving Innocence advocate and other applicable parties to organize a follow-up MDT.

13. Follow policies for temporary involuntary commitment under the Lanterman-Petris Short Act if, at any point, the child presents as a danger to self or others.

DHS RESPONSIBILITIES

DHS agrees to:

1. Designate a Program Manager to support and resolve issues with the implementation of the First Responder Protocols. They will also be responsible for approving or denying non-material change requests to this Agreement.

    a. Karen Bernstein, Director-Special Programs
    313 N. Figueroa St., Room 704
    Los Angeles, CA 90012
    (213) 250-8644
    kbernstein@ladhs.org

2. With appropriate legal consent or authority, and to the extent it is legally

permissible to do so, DHS will complete a Medical Hub evaluation of the child within seventy-two (72) hours that will include:

a. A full medical evaluation for sexual abuse, physical abuse, emotional abuse and neglect, if one has not already been done within the previous seventy-two (72) hours.

b. A comprehensive medical evaluation to screen and treat other urgent and non-urgent medical needs and to evaluate the child's overall well-being and development.

c. HIV post-exposure prophylaxis treatment if within 72 hours of genital-genital or genital-mouth contact.

d. Emergency contraception within 120 hours, if needed.

e. Reproductive health services, including contraception, pregnancy testing, or pregnancy-related services.

f. Testing and treatment for sexually transmitted infections and HIV.

g. Coordination with DCFS and/or Probation, and Saving Innocence advocate to arrange for follow-up medical treatment.

SAVING INNOCENCE

The Saving Innocence agrees to:

1. Designate a Program Manager to support and resolve issues with the implementation of the First Responder Protocol. They will also be responsible for approving or denying non-material change requests to this Agreement.

   a. Kim Biddle, Director
   Saving Innocence
   PO Box 93037
   Los Angeles, CA 90093
   (323) 379-4232
   kim@savinginnocence.org

2. Answer calls 24 hours a day, 7 days a week.

3. Respond to specified location within ninety (90) minutes of receiving the notification call from MART or CTU.

4. Engage the child using best practice approaches, including:

   a. Explain to the child what will happen during the intake process (MDT meeting, assessment at DHS Medical Hub, etc).

b. Provide the child with child-friendly information/materials about confidentiality during MDT meeting. Explain to the child that information shared outside of the MDT can be used against the child if he or she is involved in a delinquency or dependency case.

5. Ensure the child's basic needs are met by providing the child with a humanitarian bag which includes a change of clothes.

6. Participate in an MDT meeting at the staging area with other members of the MDT team, which may include law enforcement officer, DCFS (MART/ CTU), Probation, the child, and parent or guardian, if it is appropriate to include the parent or guardian.

7. Remain with the child for the first 72 hours.

   a. This may include in-person supervision by several advocates at the temporary placement, detention facility or emergency shelter during the first seventy-two (72) hours or follow up the next morning at the family or caregiver's home or the child's placement.

8. Accompany the child to the DHS Hub appointment, if requested by the youth.

9. Coordinate the follow up MDT as the child stabilizes.

10. Provide advocacy services for the first ninety (90) days including case management, crisis stabilization, etc.

11. Determine whether ongoing case management is necessary, and if so, make appropriate referral.

12. Follow policies for temporary involuntary commitment under the Lanterman-Petris Short Act if, at any point, the child presents as a danger to self or others.

TRINITY YOUTH SERVICES

Trinity Youth Services agrees to:

1. Designate a Program Manager to support and resolve issues with the implementation of the First Responder Protocol. They will also be responsible for approving or denying non-material change requests to this Agreement.

   a. John Neiuber, Chief Executive Officer
      Trinity Youth Services
      P.O. Box 848
      Colton, CA 92324
      (909)-825-5588 Ext. 286

jneiuber@TrinityYS.org

2. Ensure that there are six beds available for CSEC girls in the pilot area. Answer calls from Protocol partners 24 hours a day, 7 days a week.

3. Reserve sufficient space in the placement to accommodate both the CSEC child and the Saving Innocence advocate, who may remain with the child for the first seventy-two (72) hours of placement.

4. Engage the child using best practice approaches, including assigning personnel who have received specialized training on CSEC and their needs.

5. Take an active role in safety planning for all CSEC placed in the home.

6. Provide staff to provide overnight supervision when a CSEC is present as well as additional staffing as needed.

7. Allow a CSEC child to stay at the temporary placement up to thirty (30) days.

8. Participate in safety planning with MART, Probation, Saving Innocence advocate and the child.

9. Follow policies for temporary involuntary commitment under the Lanterman-Petris Short Act if, at any point, the child presents as a danger to self or others.

FORMATION OF A MULTI-AGENCY REVIEW COMMITTEE

In order to best serve CSEC in Los Angeles County, it is imperative that the agencies that interface with these children collaborate. Los Angeles County has formed a countywide task force to more closely coordinate its efforts with respect to victims of child sex trafficking.

To ensure the effectiveness of the First Responder Protocol in the Pilot Area, a County CSEC Multi-Agency Review Committee will be formed. This group will meet on a monthly basis to review the protocol; identify what is working well; discuss any barriers that have arisen; and develop strategies to ensure the protocol runs efficiently. The Review Committee will also be responsible for submitting quarterly reports to the Board of Supervisors to provide details as to the progress of the protocol and to make additional funding requests as needed to meet increased demand.

FORMATION OF A CHILD ABUSE MULTIDISCIPLINARY TEAM

By this Agreement, the parties are establishing a qualified child abuse multidisciplinary team ("MDT"), subject to the provisions contained in Welfare and Institutions Code § 18961.7. The parties agree that each of its staff participating in any convened MDT meeting are qualified under Section 18961.7 to participate in an MDT and have been trained in the prevention, identification or treatment of child abuse and neglect and are

qualified to provide a broad range of services related to child abuse. The purpose of the MDT will be to allow all participating agencies to share confidential information in order to investigate reports of suspected child abuse and neglect for all CSEC cases that are received. Additionally, confidential information that is shared among the participating agencies may used by DCFS or Probation to make a detention determination. As part of the MDT, confidential information may be utilized to create a safety plan for the child, identify the child's needs for proper placement and treatment, develop a plan to connect the child to appropriate services and determine the appropriate placement for the child. The following guidelines reflect statutory requirements under California law:

1. Given the complexities of the issues involved in CSEC matters, the parties agree there is good cause to extend the 30-day period for members of the MDT to meet, disclose, and exchange information, documents, or any other material that relate to any incident of child abuse reported under the Protocol. This information may be exchanged even though it may also be designated as confidential under state law as long as a member of the MDT having the information reasonably believes it is generally relevant to the prevention, identification, or treatment of child abuse.

2. Any discussion related to the disclosure or exchange of the information or anything that is written down during a team meeting is confidential. Testimony concerning this discussion is inadmissible in any criminal, civil, or juvenile court proceeding.

3. Every MDT team member who either receives information or records regarding children and families in the capacity of an MDT member shall be under the same privacy and confidentiality obligations and subject to the same confidentiality penalties as the person disclosing or providing the information or records.

4. All information or records obtained during the MDT must be maintained in a manner that ensures the maximum protection of privacy and confidentiality rights.

5. Disclosure and exchange of information shall not be made to anyone other than members of the MDT.

6. Under WIC 18964, an MDT may allow a parent, guardian or other caregiver of the child to attend the MDT meeting and provide information, without becoming a member of the MDT. The individual must sign a written statement that he or she will not disclose any confidential information received as a result of attending the meeting.

7. If the youth is a non-minor dependent, the MDT team may have access to confidential records only with the explicit written and informed consent of the non-minor dependent.

CONFIDENTIALITY

1. Each Department and Agency shall maintain the confidentiality of all records

including, but not limited to County records and client records in accordance with all applicable federal, state and local laws, regulations, ordinances, and directives regarding confidentiality.

2. DHS, Law Enforcement, Probation, DCFS, Saving Innocence and Trinity shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and California Department of Social Services Manual of Policies and Procedures Division 19, Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), Section 13402 of Title XII of Division A and Title IV of Division B, the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), the Confidentiality of Medical Information Act, Cal. Civ. Code 56 et seq. ("CMIA"); and Health and Safety Code section 123100 et seq, among others, as applicable, which require to the parties to protect and safeguard both child abuse and patient medical information and prevent unauthorized access to such information.

3. Each department shall maintain the confidentiality of all reports, information and data received, prepared or assembled pursuant to this Agreement and will work to prevent re-disclosure of such information except as required or permitted by law, including but not limited to the Public Records Act, Government Code 6250 et seq. Records and information includes, but is not limited to any information regarding a child or family who has received services from either DCFS or Probation that becomes known to any other department during the course of providing services to the child or family.

4. Any breaches or suspected breaches of confidentiality will be cross-reported immediately to each impacted department so there is no delay in the impacted department's ability to meet its statutory reporting obligations. Such breaches or suspected breaches, to the extent it is legally permissible to do so, shall be reviewed by the impacted department and DCFS, and the department and/or departments will work together to develop and implement a corrective action plan.

GENERAL TERMS

The Operational Agreement shall be effective August 15, 2014, and will remain in effect until August 1, 2016 or as subsequently amended in accord with Section 2 below, with automatic renewals each subsequent year for a total of five years through August 31, 2021.

1. Any party may terminate its participation in this Operational Agreement by giving ninety-day (90-day) prior notice to the other parties.

2. It is mutually agreed that for any material change this Operational Agreement may be modified or amended upon the written mutual consent of the parties hereto.

3. For any non-material change, a written request by e-mail or letter from one party to the Co-Lead Program Managers from DCFS and Probation must be made. The Co-Lead Program Managers will distribute the request to the affected Parties, who will have five (5) business days to approve or deny the request, a non-response will be considered approval. Once approved by the other affected Parties, a Change Notice may be issued and signed by the co-lead Program Managers. Any disputes will be mediated through the CEO's office.

4. Notification of staffing and/or Protocol changes may be requested by e-mail or letter from one party to the co-lead Program Managers from DCFS and Probation, who may issue, sign and distribute the Change Notice to all Parties to this Agreement through e-mail or letter within ten (10) business days of the request.

5. With the exception of the obligations set forth in this Agreement, this Agreement contains the entire agreement and understanding concerning the subject matter among the parties and supersedes and replaces all prior negotiations and proposed agreements, whether oral or written. Each of the parties hereto acknowledges that no other party, nor any agent or attorney of any other party, has made any promise, representation or warrant whatsoever, express or implied, not contained herein, concerning the subject matter hereof, to induce them to execute this Agreement, and acknowledges that this Agreement has not been executed in reliance upon any such promise, representation or warranty not contained herein.

6. This Agreement may be executed in one or more counterparts, all of which counterparts shall be deemed to be one instrument and shall constitute one agreement with the same force and effects as if all signatures have been entered in one document. The parties further agree that a faxed signature shall have the same force and effect as an original.

7. Signatures by Department Heads and Authorized Representative

Department of Health Services

Dated: 9/30/14, 2014

By: _____
Mark Ghaly, M.D.
Director of Community Health & Integrated Programs

Department of Children and Family Services

Dated: _____, 2014

By: _____
Philip L. Browning
Director

Department of Probation

Dated: _____, 2014

By: _____
Jerry Powers
Chief Probation Officer

Los Angeles Sheriff's Department

Dated: _____, 2014

By: _____
John L. Scott
Sheriff

Long Beach Police Department

Dated: _____, 2014

By: _____
Jim McDonnell
Chief of Police

Saving Innocence

Dated: _____, 2014

By: _____
Kim Biddle
Director

7. Signatures by Department Heads and Authorized Representative

Department of Health Services

Dated: _____, 2014

By:_____
Mark Ghaly, M.D.
Director of Community Health & Integrated Programs

Department of Children and Family Services

Dated: 2-2-15

By: _____
Philip L. Browning
Director

Department of Probation

Dated: _____, 2014

By:_____
Jerry Powers
Chief Probation Officer

Los Angeles Sheriff's Department

Dated: _____, 2014

By:_____
John L. Scott
Sheriff

Long Beach Police Department

Dated: _____, 2014

By:_____
Jim McDonnell
Chief of Police

Saving Innocence

Dated: _____, 2014

By:_____
Kim Biddle
Director

7. Signatures by Department Heads and Authorized Representative

Department of Health Services

Dated: _____, 2014

By:_____
Mark Ghaly, M.D.
Director of Community Health & Integrated Programs

Department of Children and Family Services

Dated: _____, 2014

By: _____
Philip L. Browning
Director

Department of Probation

Dated: October 1, 2014

By:_____
Jerry Powers
Chief Probation Officer

Los Angeles Sheriff's Department

Dated: _____, 2014

By:_____
John L. Scott
Sheriff

Long Beach Police Department

Dated: _____, 2014

By:_____
Jim McDonnell
Chief of Police

Saving Innocence

Dated: _____, 2014

By:_____
Kim Biddle
Director

7. Signatures by Department Heads and Authorized Representative

Department of Health Services

Dated: _____, 2014

By:_____
Mark Ghaly, M.D.
Director of Community Health & Integrated Programs

Department of Children and Family Services

Dated: _____, 2014

By: _____
Philip L. Browning
Director

Department of Probation

Dated: _____, 2014

By:_____
Jerry Powers
Chief Probation Officer

Los Angeles Sheriff's Department

Dated: 11/25/14, 2014

By: _____
John L. Scott
Sheriff

Long Beach Police Department

Dated: _____, 2014

By:_____
Jim McDonnell
Chief of Police

Saving Innocence

Dated: _____, 2014

By:_____
Kim Biddle
Director

7. Signatures by Department Heads and Authorized Representative

Department of Health Services

Dated: _____, 2014

By:_____
Mark Ghaly, M.D.
Director of Community Health & Integrated Programs

Department of Children and Family Services

Dated: _____, 2014

By: _____
Philip L. Browning
Director

Department of Probation

Dated: _____, 2014

By:_____
Jerry Powers
Chief Probation Officer

Los Angeles Sheriff's Department

Dated: _____, 2014

By:_____
John L. Scott
Sheriff

Long Beach Police Department

Dated: Oct 10, 2014

By:_____
Jim McDonnell
Chief of Police

Saving Innocence

Dated: _____, 2014

By:_____
Kim Biddle
Director

APPROVED AS TO FORM
September 29, 2014
CHARLES PARKIN, City Attorney
By_____
KENDRA L. CARNEY
DEPUTY CITY ATTORNEY

7. Signatures by Department Heads and Authorized Representative

Department of Health Services

Dated: _____, 2014

By:_____
Mark Ghaly, M.D.
Director of Community Health & Integrated Programs

Department of Children and Family Services

Dated: _____, 2014

By: _____
Philip L. Browning
Director

Department of Probation

Dated: _____, 2014

By:_____
Jerry Powers
Chief Probation Officer

Los Angeles Sheriff's Department

Dated: _____, 2014

By:_____
John L. Scott
Sheriff

Long Beach Police Department

Dated: _____, 2014

By:_____
Jim McDonnell
Chief of Police

Saving Innocence

Dated: _____, 2014

By:_____
Kim Biddle
Director

Trinity Youth Services

Dated: 9/29/2014, 2014

By: _____
John Neiuber
Chief Executive Officer

CLC - Dedicated CSEC Dependency Courtroom Framework:

Until recently, most services and support for child victims of human trafficking in Los Angeles have been available only within the delinquency system. With the 2014 amendment to Welfare and Institutions Code § 300(b)(2) and the availability of state funds, we are expecting that, going forward, the majority of these victims will be served by the child welfare system. Accordingly, the Los Angeles juvenile dependency system is working to put in place a dedicated CSEC calendar for youth being sexually exploited in order to better protect and serve child victims and those at risk.

The Juvenile Court will have a dedicated calendar for CSEC, led by Presiding Judge Michael Levanas. All cases referred to the dedicated calendar will be reviewed by a multi-disciplinary team (MDT), which may include but is not limited to the Department of Children and Family Services, dependency court attorneys including the Children's Law Center, Los Angeles Dependency Lawyers and County Counsel, Department of Mental Health, public health nurses, juvenile court physicians, education representatives, placement representatives, survivor advocates and Probation. The team helps to inform the court decisions on what is in the best interest of the youth.

The DCFS-lead MDT meets weekly and the dedicated calendar cases will be heard on a frequency to be determined by the team to ensure appropriate follow up on the youth as well as to address services and placement issues. This specialized calendar will allow for more frequent appearances with more time and attention paid to sexually exploited youth.

The court will be staffed with a judge, bailiff, court officer, court reporter, attorneys and a team of service providers – including placement, mental health, educational and survivor agency representatives who will have all been specially trained to respond to youth in a victim centered, trauma-informed, strength-based, and developmentally appropriate manner. The consistency provided to the child by frequent contact with the court and a highly trained team of dedicated professionals will eliminate some of the current barriers serving these children. For this reason, the need to have reduced caseloads for both the judge and the various professionals cannot be overstated. The relationship building that will result from this planned court model is an essential key component to successful intervention.

Contingent upon funding, CLC will staff the dedicated court with 1 staff attorney, 2 investigator social workers and 1 peer advocate and will ensure that these designated specialists have received in-depth CSEC training. CLC will also ensure that youth clients have access to a member of that team 24 hours a day/seven days a week. The attorney will serve as appointed counsel for each of the anticipated 60 clients and their siblings. The attorney will be responsible for all aspects of legal representation at every stage of the case.

In addition to attending all special CSEC calendared hearings, the attorney will also appear at and provide representation at all regularly scheduled court hearings for the

entire family (detention, adjudication, disposition, reviews, permanency hearings, etc.) The attorney will likely be in court several days each week. The investigator social workers and peer advocate team members will each have primary case management responsibility for 20 of the 60 CSEC clients (both minors and nonminor dependents). This includes participation in First Responder Team Meetings, frequent client contact, family finding and engagement, identification of client needs (health, mental health, education, employment, housing etc) , implementation of and oversight of court orders, attend TDMs and other client meetings, client support should the victim need to testify against her exploiter and more.

The creation of this specialized team will foster the relationship building with the youth which has been identified as an essential key component to successful intervention. CLC's CSEC team will also maintain already existing relationships with other Los Angeles County stakeholders who have been proactive and committed to addressing the needs of CSEC youth.

LA County Department of Public Health CSEC Protocol

Program-Specific Roles and Responsibilities

Model Inter-Agency Protocol Framework – Department of Public Health Responsibilities

- Participate in Los Angeles County Interagency Steering Committee
- Participate in Multi-Disciplinary Team (MDT)
- Coordinate appropriate response and services to help treat victim
- Provide information related to reproductive and sexual health including access to contraceptives, HIV prophylaxis and treatment for Sexually Transmitted Diseases to CSEC
- Provide access to substance abuse treatment and prevention services

Program Specific Responsibilities

A. <u>Children's Medical Services</u>

1. Director
   a. Participate in Interagency Steering Committee

2. PHN and MD assigned to Dependency and Delinquency/STAR courts
   a. Serve as DPH rep to MDT for each CSEC victim recovered to provide care coordination/case management to coordinate access to medical, behavioral and reproductive/sexual health care.
   b. Provide education to CSEC victims related to reproductive and sexual health including contraceptives, pregnancy options, HIV prophylaxis, testing and treatment for Sexually Transmitted Diseases to CSEC

3. PHNs in Foster Youth Program
   a. Nurse Manager/ Public Health Nurse Supervisors to participate in Interagency Steering Committee as required
   b. Assess for possible victims of SCEC when in contact with teen using the CSEC screening tool (plan to implement one in the near future)
   c. Provide education to CSEC victims related to reproductive and sexual health including contraceptives, pregnancy options, HIV prophylaxis, testing and treatment for Sexually Transmitted Diseases to CSEC
   d. Provide CSEC victims with list of resources such as emergency housing, food and other support as needed.
4. Identify and train appropriate staff on CSEC

5. Include CSEC identification questions in intake forms/process.
6. Refer CSEC to needed services (i.e. emergency housing, legal support, food).
7. Call DCFS hotline to report CSEC – to trigger new LA County response

B. Community Health Services

1. STD Clinics
    a. Confidential clinical services are available in all Sexually Transmitted Disease Clinics located in the Division of Community Health Services (CHS) and are provided to young adults aged 12 years and older without parental consent and without charge. Pre-Exposure Prophylaxis (PrEP) services currently in planning are part of the array of services available to CSEC.
    b. Provide testing and treatment for STDs for CSEC
    c. Provide information related to reproductive and sexual health including access to contraceptives
    d. Offer/provide HIV PrEP to appropriate CSEC in designated clinics
        (1) In cases where there is a suspicion of the commercial exploitation of children during a clinic visit, CHS staff have received training to conduct private interviews and refer these children to Children's Protective Services and for appropriate legal protection
        (2) CHS routinely collaborates with DHSP of service providers training for STD/HIV issues and DHSP is developing trainings specifically for the identification of CSEC populations. All CHS clinical staff, including Immunization, TB, and triage staff, will be required to have training.
    e. Identify and train appropriate staff on CSEC
        (1) In cases where the health care provider has a concern that a interpersonal situation and/or relationship exists and there is a suspicion of child abuse or exploitation, CHS staff have been trained to err on the side of caution and to report these situations as suspected child abuse
    f. Include CSEC identification questions in intake forms/process.

(1) CHS is collaborating with DHSP STD Programs to develop a referral/discharge sheet targeted for CSEC.

g. Refer CSEC to needed services (i.e. emergency housing, legal support, food).

(1) In the event that an individual reports an abusive situation during a clinic visit, the police are immediately called to offer protection and to conduct an immediate interview prior to discharging the patient. In the case where an individual voices a concern for personal safety risks, law enforcement is immediately apprised of the situation and the individual waits for law enforcement prior to discharge

h. Call DCFS hotline to report CSEC – to trigger new LA County response

i. Distribute condoms?

2. TB Clinics

a. All CHS clinical staff will receive training for identifying CSEC issues. The percentage of TB cases that are minors is relatively low, however PHNs conduct thorough histories from cases and contacts, including household and social contacts and would routinely report any suspect child abuse.

3. Refugee Health

a. RHAP services includes referrals through the state and local courts for immigrants who are identified victims of trafficking and designated as "Asylees". Since this population is court assigned they have been given referrals and assistance prior to coming to the RHAP clinic. However, RHAP also provided further medical evaluation and referral to assure that all health issues can be addressed and stands ready to also supply referrals for basic living needs through volunteer programs in addition to those received during the Asylee designation process.

C. <u>Division of HIV and STD Programs</u>

1. Coordinate with Organizational Development and Training to ensure training of appropriate DPH staff (Susie Baldwin responsibility with Anna Long and others)
2. Identify and train appropriate DHSP staff on CSEC, trauma informed care
3. Partner with CHS to develop STD clinic CSEC protocol and processes

4. Continue work with DHS medical staff at Juvenile Hall facilities to case manage youth with STIs and support CSEC identified through that process; expand engagement as funding allows
5. For all DHSP field staff and contractors:
    a. Include CSEC identification questions in intake forms/process, as appropriate.
    b. Refer CSEC to needed services (e.g., advocate, emergency housing, legal support, food).
    c. Call DCFS hotline to report CSEC – to trigger new LA County response
6. Adolescent & School Health Unit
    a. Partner with Los Angeles County Office of Education, through a Comprehensive Sex Education Network (quarterly meetings for district instructional directors county-wide to share best practices and identify resources to help districts meet instructional needs) to build LA County school districts' capacity to train their staff to be able to: identify CSEC youth; refer or coordinate referral to DCFS; and ensure that all suspected CSEC cases are reported to DCFS.
    b. Coordinate with the Los Angeles Unified School District to provide support in the development and delivery of their CSEC response plan, as needed, and share best practices for school districts.
7. Engage with Supervisorial District 2 Community Advisory Coalition on STIs on CSEC issues

D. <u>Environmental Health</u>

1. Identify and train appropriate staff on CSEC
2. Assess and document CSEC risk factors in the home environment
3. Call DCFS hotline to report suspected CSEC – to trigger new LA County response

E. <u>Maternal Child and Adolescent Health</u>

1. Nurse Family Partnership Program

    a. Provide education to CSEC victims related to reproductive and sexual health including prenatal care, HIV prophylaxis, testing and treatment for Sexually Transmitted Diseases, post-partum contraception
    b. Identify and train appropriate staff on CSEC
    c. Include CSEC identification questions in intake forms/process.

(1) Assess and document CSEC risk factors in the home environment

d. Refer CSEC to needed services (i.e. emergency housing, legal support, food, etc.), using trauma-informed approach and "warm hand offs."

e. Call DCFS hotline to report CSEC – to trigger new LA County response

F. **Office of Medical Director**

1. Participate in Interagency Steering Committee
2. Internal DPH Providers
   a. Coordinate/host training of DPH medical staff
      (1) Offer CME
      (2) Live-in person training and/or Webinar and recorded webinar
   b. Feature presentation at Annual Provider Conference
3. External Providers
   a. Share resources and tools with external partners (e.g. webinar, links from DPH health care provider website)
   b. Incorporate resources/tools into existing trainings where appropriate (e.g. Public Health Education for Physicians program)

G. **Office of Health Assessment and Epidemiology**

1. Provide as needed support for data and policy analysis.

H. **Office of Planning**

1. Provide as needed support to DPH reps to LA County Interagency Steering Committee to plan and operationalize CSEC protocol .

I. **Substance Abuse Prevention and Control**

1. SAPC Contractors

a. Identify and train appropriate SAPC staff and SAPC contractors on CSEC

b. Include training on how to use 211 CSEC portal for referring to services

c. Require SAPC contractors to include CSEC identification questions in contractors' intake/assessment forms/processes.

d. Require SAPC contractors to refer CSEC to needed services (i.e. emergency housing, legal support, food).

e. Call DCFS hotline to report CSEC – to trigger new LA County response

2. SAPC Support to Multi-Disciplinary Team

a. Coordinate with CMS's PHN and MD assigned to MDT to provide timely access to substance abuse treatment for CSEC victims.

J. <u>Organizational Development and Training</u>

1. Provide logistical support to DHSP in training appropriate DPH staff (e.g., scheduling, announcements, registration, transcript tracking in the Learning Net)
2. Evaluate training program and provide recommendations for improvement to maximize benefits and effectiveness

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT'S ROLE IN THE CSEC PROGRAM STEERING COMMITTEE

a. **Public Safety:**
Public Safety Agencies in Los Angeles County, including the Los Angeles County Sheriff's Department will identify youth suspected or known to be commercially sexually exploited in a variety of ways, including routine patrol, conducting enforcement operations, locating runaways, or in the course of making an arrest.

As mandated reporters, public safety officers must report suspected Child Abuse, including commercially sexual exploitation, to the DCFS Hotline.

Roles and Responsibilities:

a. Be familiar with the signs and symptoms of commercial sexual exploitation.
b. Follow internal protocols for initial investigation.
c. Assess the urgency of medical needs. If the situation warrants, follow policies for temporary involuntary commitment under the Lanterman-Petris Act. (Cal Welf & Inst. Code 5150 et. Seg.).
d. If there is evidence of a sexual assault or the child appears to need immediate treatment for any other reason, follow Department protocols, including the First Responder Protocols, and transport the youth to an emergency room and if necessary requesting a forensic sexual assault exam.
e. File an Emergency Protective Order against the suspect if the youth would like added protection.
f. Ascertain the child's true identity and age through the least intrusive method if the child reports he or she is 18 or above, but there are indications that the youth is a minor.
g. Decide to detain the child if the investigation uncovers potential crimes/offenses and follow Department protocols.
h. Contact child's parent, guardian, or caregiver and notify them the child was stopped.
i. Contact the Child Abuse Hotline to report suspected child abuse.

    1. Notify the Child Abuse Hotline if the officer is charging and detaining the youth based on their discretion.
    2. Inform hotline staff that a youth identified as commercially sexually exploited has been taken into custody.
    3. Request the child's jurisdictional status from the hotline (DCFS,, Probation, or unknown).

4. Participate in an Immediate MDT consultation with DCFS and/or Probation to determine whether the youth will be transported to DCFS for housing or a Youth Detention Facility.
5. Complete PC 11166 Suspected Child Abuse Report (SCAR), following LASD procedures for other child abuse investigations.

j. Transport youth to designated location based on determination of MDT consultation or decision to charge the youth:
   1. Transport to DCFS Intake if the child has no previous system involvement, is a dependent, or has 654.2 or 725 (a) Status and there are no additional criminal violations and has no open or pending delinquency petitions.
   2. Transport youth to the Youth Detention Facility if the child has a 602 or 725b WIC status or pending juvenile justice petition, or if under law enforcement's discretion, a charge is to be filed.
   3. Notify the responding agency if the child will be transported to the hospital.

k. Follow all first responder protocols to provide all pertinent information to the responding agencies to aid in the development of a safety plan and determination of best placement.
l. Notify parents of the child's location, if appropriate (Cal Welf. $ Inst. Code 307.4(a)).
m. Take child into temporary custody, without a warrant, following First Responder protocols, including the MDT consultation.
n. Follow internal protocols, take the child into temporary custody if:
   1. The child is missing from another jurisdiction and there is a missing child report on file with the National Crime Information Center (NCIC); or
   2. There is an active warrant from another county or state.
o. Follow internal protocols if the child is under the jurisdiction of Los Angeles County and there is an active warrant.

NOTE: The decision maker on the Interagency CSEC Program Steering Committee will be determined by Sheriff McDonnell at a later time.