



County of Orange
SOCIAL SERVICES AGENCY

500 N. STATE COLLEGE BLVD.
ORANGE, CA 92868-1673
(714) 541-7700

MICHAEL F. RYAN
DIRECTOR

CAROL WISEMAN
CHIEF DEPUTY DIRECTOR

AN TRAN
DIVISION DIRECTOR
ADMINISTRATIVE SERVICES

WENDY AQUIN
DIVISION DIRECTOR
ADULT SERVICES &
ASSISTANCE PROGRAMS

GARY TAYLOR
DIVISION DIRECTOR
CHILDREN & FAMILY SERVICES

NATHAN NISHIMOTO
DIVISION DIRECTOR
FAMILY SELF-SUFFICIENCY

ANNE H. LIGHT, M.D.
MEDICAL DIRECTOR

September 29, 2015

California Department of Social Services
Child Welfare Policy & Program Development Bureau
CSEC Program
744 P Street, MS 8-11-87
Sacramento, CA 95814

To Whom It May Concern:

The County of Orange Social Services Agency respectfully submits the attached *Memorandum of Understanding between the County of Orange Social Services Agency and the County of Orange Health Care Agency and the County of Orange Juvenile Court and the County of Orange Probation Department for the Provision of the County of Orange Commercially Sexually Exploited Children Interagency Protocol (MOU)* in response to instructions provided in All County Letter (ACL) 15-48. The MOU has been reviewed and approved by all four of the aforementioned County of Orange agencies.

Should you have any questions regarding the attached MOU, please contact Gary Taylor, Director of Children & Family Services, at (714) 541-7793 or Gary.Taylor@ssa.ocgov.com.

Sincerely,

Michael F. Ryan
Director

cc: Christine Smith, County of Orange Social Services Agency
Steve Sakamoto, County of Orange Social Services Agency
Mary Maicki, County of Orange Health Care Agency
Lori Maze, Juvenile Court, County of Orange Superior Court
Lala Ragan, County of Orange Probation Department

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF ORANGE SOCIAL SERVICES AGENCY
AND
THE COUNTY OF ORANGE HEALTH CARE AGENCY
AND
THE COUNTY OF ORANGE JUVENILE COURT
AND
THE COUNTY OF ORANGE PROBATION DEPARTMENT
FOR THE PROVISION OF
THE COUNTY OF ORANGE COMMERCIALY
SEXUALLY EXPLOITED CHILDREN INTERAGENCY PROTOCOL

This Memorandum of Understanding (MOU) is entered into by and between the County of Orange Social Services Agency (hereinafter referred to as “SSA”), the County of Orange Health Care Agency (hereinafter referred to as “HCA”), the County of Orange Juvenile Court (hereinafter referred to as “JUVENILE COURT”) and the County of Orange Probation Department (hereinafter referred to as “PROBATION”). This MOU contains program content and purpose along with specific guidelines for the implementation and administration of the County of Orange Commercially Sexually Exploited Children Interagency Protocol (CSECIP) to assist children throughout Orange County who are victims or are at risk of becoming victims of commercial sexual exploitation.

This document only serves to establish certain protocols agreed upon for implementation of sections 16524.6 et seq. of the California Welfare and Institutions Code (WIC). It is not a legal contract binding the County of Orange or its departments and agencies. Although it is anticipated that the procedures outlined herein will be followed in most instances, SSA, HCA, Probation and the Juvenile Court remain free to deviate from those procedures as they deem appropriate.

SSA, HCA, Probation and Juvenile Court may be referred to individually as “PARTY” and collectively as “the PARTIES.” The County of Orange may be referred to as “COUNTY.” The relationship between SSA, HCA, Juvenile Court and Probation, with regard to this MOU, is based upon the following:

1. WHEREAS, pursuant to California Welfare and Institutions Code (WIC) Section 300 was amended by SB 855, Chapter 29, Statutes of 2014 to clarify that, under existing law, commercially sexually exploited children whose parents or guardians failed or were unable to protect them may fall within the description of 300(b) and be adjudged as dependents of the juvenile court, and

2. WHEREAS, the California Legislature added sections 16524.6 et seq. to the WIC to establish the state-funded Commercially Sexually Exploited Children (CSEC) Program to be administered by the California Department of Social Services (CDSS) in order to distribute funds to participating counties for the provision of training to county children's services workers to identify, intervene, and provide case management services to children who are victims of commercial sexual exploitation and trafficking, and to foster caregivers for the prevention and identification of potential victims, and
3. WHEREAS, an individual who is a commercially sexually exploited child or sexually trafficked, as described in California Penal Code (CPC) Section 236.1, or who receives food or shelter in exchange for, or who is paid to perform, sexual acts described in CPC Sections 236.1 or 11165.1, 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 SSA pursuant to WIC Section 300(b)(2); and
4. WHEREAS, COUNTY has elected to participate in the CSEC Program as described in WIC Section 16524.7 to more effectively serve CSEC by utilizing a multidisciplinary approach for case management, service planning, and the provision of services; and
5. WHEREAS, this MOU shall reflect the PARTIES' commitment to the following guidelines:
 - A. Recognizing CSEC as victims of child abuse and reported as such, and that CSEC should not be criminalized; and
 - B. Providing CSEC services which are:
 1. victim-centered;
 2. trauma-informed;
 3. strength-based;
 4. developmentally appropriate;
 5. culturally, linguistically and lesbian, gay, bisexual, transgender, or questioning (LGBTQ) sensitive;
 6. engaging of CSEC early and often;
 7. multidisciplinary, individualized, flexible and timely; and
 8. data and outcome driven; and
 - C. Developing agency policies and procedures which:
 1. Ensure and track cross-system collaboration at the system and individual case level;
 2. Incorporate mechanisms to identify and assess CSEC at key decision points;
 3. Address the unique physical and emotional safety considerations of CSEC; and
 4. Address unique physical and emotional safety considerations, including vicarious trauma of staff, caregivers, and other relevant support persons.
6. WHEREAS, the PARTIES agree to form a CSEC Steering Committee to provide ongoing oversight and support to ensure the PARTIES and partners effectively collaborate to better identify and serve victims of commercial sexual exploitation and children at risk of becoming exploited; and
7. WHEREAS, the PARTIES agree to form a multidisciplinary team (MDT), pursuant to WIC 16524.7(d)(2) for CSEC, to build on a youth's strengths and respond to his/her needs in a coordinated manner; and
8. WHEREAS, WIC Sections 18961.7 states a county may establish a child abuse MDT within the county to allow county agencies to share confidential information in order for

county agencies to investigate reports of suspected child abuse or neglect pursuant to CPC Section 11160, 11166, or 11166.05, or for the purposes of child welfare agencies making a detention determination; and

9. WHEREAS, the PARTIES agree that the information PARTIES receive from each other concerning a child that PARTIES obtain during the identification and assessment process or during a MDT meeting shall be used for prevention, identification, and treatment purposes pursuant to WIC Section 16524.7, and shall be kept confidential by, and retained in the files of the PARTY performing the screening, or assessment, or otherwise providing services in accordance with WIC Sections 18961.7, 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other applicable provisions of law and regulations relating to privacy, security, and confidentiality of such information, as each may now exist or be hereafter amended; and
10. WHEREAS, the PARTIES, as defined by law, must comply with mandatory reporting guidelines as defined by CPC Sections 11164 – 11174.3 and report known or suspected child abuse and neglect, which includes sexual exploitation; however, nothing in this MOU shall be intend or have the effect of increasing or expanding the scope of mandatory reporting requirements as set forth in CPC Sections 11164 – 11174.3 with respect to judicial officers; and
11. WHEREAS, this MOU defines the mutually agreed upon responsibilities of each of the PARTIES under the CSEC Program pursuant to WIC Section 16524.7. Further, this MOU is not intended to establish legal duties or otherwise alter the respective responsibilities of the PARTIES; and
12. WHEREAS, this MOU sets forth the guidelines authorized by the PARTIES for their respective employees to follow in providing services.

NOW, THEREFORE, the PARTIES to this MOU set forth the following terms, conditions, and protocols to implement the CSEC Program:

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I. TERM

The term of this MOU shall commence on October 1st, 2015, and remain in effect until terminated in accordance with Section XVI of this MOU; however, the PARTIES shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to obligations with respect to reporting and confidentiality.

II. PURPOSE

The purpose of this MOU is to outline the duties and responsibilities of the PARTIES which will allow them to function as a team in the planning and implementation of the CSECIP, in addressing the CSECIP's goals and objectives, and strengthening the CSECIP's ability to identify CSEC and provide them trauma-informed, victim-centered, strengths-based, and culturally sensitive services.

III. POPULATION TO BE SERVED

The target population shall be youth who are victims or are at risk of becoming victims of commercial sexual exploitation.

IV. GOAL

The plight of CSEC has gained national attention over recent years. These child victims are in many ways like other children who Orange County serves; however, they have unique needs that require coordination and support from varied systems including mental health, public health, law enforcement, juvenile court, community providers and probation. Responding to CSEC requires a multi-pronged response that includes prevention, intervention and after care. These coordinated efforts will maximize resources and put into place a comprehensive system that prevents youth from returning to the streets and ultimately promotes safety, permanency and well-being. To that end, the goal of this MOU shall be to ensure CSEC who are identified by COUNTY agencies, law enforcement or community partners are treated as victims rather than criminals.

V. GENERAL RESPONSIBILITIES

The PARTIES agree to the following general responsibilities:

- A. Participating in Steering Committee,
- B. Participating in the development of the interagency protocol,
- C. Developing individualized services to fit CSEC needs in collaboration with PARTIES and other community partners,
- D. Coordinating and assuring appropriate response and services specific to CSEC,
- E. Designating CSEC liaisons for respective PARTY,
- F. Identifying CSEC screening tool,
- G. Developing mechanism for tracking CSEC referrals within PARTY jurisdiction,
- H. Maintaining records and statistics on CSEC and high risk youth served by PARTY.
- I. Participating in MDT, and
- J. Participating in CSEC trainings

The PARTIES agree to the following PARTY specific general responsibilities:

1. SSA shall be responsible for:

- a. Convening and serving as the lead agency of Steering Committee,
 - b. Leading the development of the CSECIP,
 - c. Leading the development of and participating in MDT,
 - d. Identifying and developing placement resources,
 - e. Identifying relevant CSEC training, and
 - f. Coordinating with law enforcement for criminal proceedings related to CSEC youth.
2. HCA Behavioral Health, Correctional Health (CHS)/Juvenile Health Services (JHS) and Public Health Nursing shall be responsible for:
 - a. Performing assessment of CSEC victim's mental and physical health and recommend health services,
 - b. Coordinating specialized mental and physical health services for victims, and
 - c. Providing guidance for mental and physical health supports that may be particularly helpful for CSEC.
 3. Juvenile Court shall be responsible for:
 - a. Incorporating CSEC protocol into court processes,
 - b. Educating judicial officers, court personnel, and other Juvenile Court stakeholders regarding CSEC issues utilizing a trauma-informed perspective, and
 - c. Coordinating with other divisions of the Orange County Superior Court, i.e. Juvenile, Criminal and Civil, on CSEC related matters.
 4. PROBATION shall be responsible for:
 - a. Completing juvenile intake investigations and making recommendations for appropriate action if CSEC has an open case or has been arrested.

VI. ORANGE COUNTY CSEC STEERING COMMITTEE

The PARTIES agree to form and participate in the Orange County CSEC Steering Committee which shall be responsible for developing the CSECIP, assuring collaboration between the PARTIES in establishing identification, prevention and intervention services. Information exchanged at Orange County CSEC Steering Committee meetings shall not specifically name nor identify youth.

- A. The PARTIES agree that the overall purpose of the Orange County CSEC Steering Committee shall be as follows: To provide ongoing oversight and support to assure that county agencies and partners effectively collaborate to better identify and serve CSEC and youth at risk of becoming CSEC.
- B. The Orange County CSEC Steering Committee shall be comprised of representatives from each of the PARTIES
- C. The Orange County CSEC Steering Committee may be co-chaired by:
 1. SSA's Director of Children and Family Services – lead
 2. A member of the Orange County Board of Supervisors, and
 3. The County of Orange's Presiding Judge of Juvenile Court.
- D. The PARTIES agree participation may be extended to include, but not be limited to:

1. Community Service Program (CSP),
 2. Anaheim Police Department (APD), and other local law enforcement entities,
 3. Orange County Sheriff's Department (SHERIFF),
 4. Orange Department of Education (OCDE),
 5. Court Appointed Special Advocate (CASA)
 6. Crittenton Services for Children and Families,
 7. New Alternatives, Inc.,
 8. The Teen Project,
 9. Global Center for Women and Justice Vanguard University,
 10. Orange County Alliance for Children and Families,
 11. County of Orange Office of County Counsel (County Counsel),
 12. County of Orange Office of the District Attorney (DA),
 13. County of Orange Office of the Public Defender (PD),
 14. Juvenile Justice Commission,
 15. Appointed Counsel,
 16. Minor's Counsel, and
 17. CSEC survivors, advocates or mentors.
- E. The PARTIES agree to fulfill the following general responsibilities in respect to the Orange County CSEC Steering Committee:
1. To develop, implement, and amend as needed, this Interagency MOU,
 2. To review and evaluate CSEC specific data,
 3. To identify and assess the sufficiency and effectiveness of CSEC specific resources in Orange County,
 4. To identify and implement necessary training,
 5. To attend regularly scheduled meetings and participating collaboratively in committee,
 6. To report on successes and barriers to providing CSEC services and training, and areas for improvement,
 7. To review aggregate data on identified CSEC, and
 8. To provide an annual report to the State in compliance with State and Federal requirements.
- F. The PARTIES agree to the following specific roles and responsibilities:
1. SSA shall be responsible for:
 - a. Serving as the lead Orange County CSEC Steering Committee agency,
 - b. Coordinating and convening steering committee meetings, and
 - c. Compiling and presenting aggregate CSEC data for steering committee review.

VII. IDENTIFICATION AND ASSESSMENT

Identification of youth who are victims of commercial sexual exploitation or who are at

high risk of future victimization is an essential first step in meeting the unique and varied needs of this population and in preventing future victimization. Appropriate and effective assessment is the next step in providing vital services to CSEC. The PARTIES agree to the following screening and assessment processes.

Further, the PARTIES will work to communicate effectively regarding identification in order to avoid unnecessary rescreening of youth.

A. SSA IDENTIFICATION AND ASSESSMENT PROCESS:

1. Children & Family Services (CFS) social workers at all levels and programs will be trained in CSEC awareness.
2. CFS will be the lead in screening to identify CSEC victims and youth at risk of commercial sex exploitation among current child welfare caseloads and children brought to the attention of CFS through the Child Abuse Registry (CAR) Hotline.
3. CFS will designate specialized CSEC social workers and supervisors at every stage of referral/case intervention, including Emergency Response and ongoing case management.
4. CFS Social workers on the CAR Hotline will identify and code all referrals where CSEC involvement is reported or suspected
5. Emergency Response social workers will be assigned to respond to referrals identified as possibly CSEC involved and complete CSEC screenings as appropriate.
6. CFS will screen all youth when they enter the child welfare system as well as periodically screening all youth age 12 or older with open child welfare cases. Screening will identify youth who are or have been commercially sexually exploited, and will also identify those youth at highest risk for future exploitation. CFS will develop specific internal CSEC policies and procedures for screening.
7. Additionally, Orangewood Children and Family Center (OCFC) staff and/or the CFS Runaway Prevention and Recovery Liaison will screen all children who return to OCFC from an absent without leave (AWOL) and all children with a significant runaway history. The CFS Runaway Prevention and Recovery Liaison will be specially trained in CSEC issues and dynamics. When a CSEC youth is identified, the Runaway Prevention and Recovery Liaison will provide additional one-on-one contact, offer additional support and assessment, and assure that appropriate referrals are in place to meet the needs of the youth.
8. CFS social workers will assess any youth who self discloses as a victim of sexual exploitation, or is identified by law enforcement as a victim, or who is determined to be a victim through the CSEC screening tool.
9. Once victims are identified, assigned social workers will assess for the immediate needs of the victim children, assuring their safety and securing prompt psychological and medical assessment. The assigned social worker will contact law enforcement as appropriate.
10. Children entering OCFC will be assessed by the medical unit (HCA/Correctional Health) and be referred to HCA/Behavioral Health – Clinical Evaluation and Guidance Unit (CEGU) for a psychological assessment, to include assessing for substance use.
11. CFS will refer dependent youth who are identified as being at high risk, but are not CSEC involved, for foster care CSEC prevention education classes and other

services as developed. CFS may refer said youth to the CSEC on-going MDT for further assessment of needed services.

12. In those situations requiring Juvenile Court involvement, cases will be assigned to designated specially trained social workers in CFS Continuing Programs for on-going supervision and assessment. All CSEC identified youth will be referred as soon as possible to the on-going MDT for continuing assessment of needs as specified in Paragraph VIII.

B. HCA IDENTIFICATION AND ASSESSMENT PROCESS:

1. HCA is a covered entity and subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and its implementing regulations at 45 CFR Parts 160, 162, and 164, and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH).

2. HCA includes the components of medical services at Orangewood Children and Family Center (OCFC) and Juvenile Hall, CEGU, Public Health Nurses, mental health community services, crisis intervention, and substance use treatment.

3. Upon the identification of CSEC victims and/or youth at risk of commercial sex exploitation in any of the aforementioned HCA programs, that program will be the lead in screening and referring the youth to appropriate services.

CEGU

4. HCA/CEGU clinical staff will be responsible for assessing youth. Designated positions that may assess include: Licensed Clinical Psychologists, Licensed and pre-licensed Marriage Family Therapists, Licensed and pre-licensed Clinical Social Workers, Psychology and Social Work interns.

5. HCA/CEGU at OCFC will conduct screenings to identify possible sexual exploitation victimization and those at risk for victimization.

6. HCA/CEGU will screen all children for mental and health services within seventy-two (72) hours of their initial admission to OCFC. Additionally, HCA will screen youth twelve (12) years of age and older for CSEC involvement.

7. HCA/CEGU will also re-screen AWOL children upon their return to OCFC.

8. HCA/CEGU will hold case management team meetings for any CSEC youth remaining at OCFC for no more than eight (8) calendar days.

Foster Care Public Health Nurse

9. A HCA Foster Care Public Health Nurse (PHN) funded by SSA will conduct a CSEC screening interview upon notification of a youth's return from AWOL from any placement with the exception of Juvenile Hall or OCFC. PHNs will refer youth to appropriate services as needed.

Continuing Care Placement Unit

10. Children identified as sexually exploited will be assigned an HCA Continuing Care Placement Unit (CCPU) provider who will oversee linkage to appropriate resources.

C. JUVENILE COURT IDENTIFICATION AND ASSESSMENT PROCESS:

Once a WIC 300 and/or WIC 601 or WIC 602 youth is identified as CSEC or at risk of

becoming exploited, JUVENILE COURT will:

1. Contact Presiding Judge clerks for assignment,
2. Provide identification of CSEC cases in Juvenile Court's Case Management System,
3. Assign staff who will be responsible for immediately notifying CAR if identification of CSEC or youth at risk of exploitation is not made prior to court intervention,
4. Offer personnel CSEC awareness training,
5. Utilize the Case Management System to collect CSEC specific data consistent with confidentiality provisions, and
6. Reassign CSEC cases, when identified, pursuant to court process.
7. In instances when it is necessary to file an application for protective custody warrant or a petition for WIC 300 and/or WIC 601 or WIC 602, JUVENILE COURT will refer CSEC to a designated CSEC court room to coordinate the provision of specialized services and to assure the continuity of care.

D. PROBATION IDENTIFICATION AND ASSESSMENT PROCESS:

1. PROBATION will be the lead agency in screening and identifying CSEC victims and youth at risk of commercial sex exploitation among its Probation youth.
2. PROBATION intake staff will assess and screen youth for possible CSEC involvement.
3. PROBATION staff will contact CAR immediately when a CSEC youth is identified so that SSA and PROBATION can make a joint assessment as to which agency is most appropriate to meet the youth's needs. Law enforcement will be included as appropriate.
4. PROBATION may refer youth who are identified as being at high risk, but are not CSEC involved, for CSEC prevention education classes and other services as developed.
5. PROBATION may refer CSEC identified youth to the CSEC On-Going MDT for further assessment of needed services.

E. SCREENING TOOL

1. Pending the author's permission, the PARTIES agree to utilize the WestCoast Children's Clinic Commercial Sexual Exploitation - Identification Tool (CSE-IT) [Attachment B] as the screening instrument to be utilized for CSEC.
2. The WestCoast Children's Clinic website states: "The CSE-IT is a tool for use by professionals who work directly with youth. The CSE-IT is an information organization tool to be completed after the routine interviewing, screening, observation, or assessment processes that providers are already conducting at their organizations. The tool is not meant to be a survey questionnaire and the items are not intended to be read directly to the youth as an interview."
3. The PARTIES will receive and review a copy of the CSE-IT user guideline/user manual, which includes an overview of the CSE-IT, and will have designated staff that will complete the required CSE-IT training.

4. In the event the PARTIES determine the screening tool identified in subparagraph 1 above does not fulfill the required functions for CSEC services, the PARTIES will identify and evaluate available CSEC screening tools in consultation with the Orange County CSEC Steering Committee.

5. HCA may evaluate and modify other available CSEC screening tools, pending authors' permission, to meet its needs, and will provide SSA with a copy of its modified screening tool.

VIII. MULTIDISCIPLINARY TEAM

A. The PARTIES agree to establish Multidisciplinary Teams (MDTs) which will coordinate individualized case management, case planning and services for each identified CSEC. This approach seeks to provide services to current CSEC victims as well as identify and intervene with youth at high risk of future exploitation. This coordinated interagency approach will provide for identification, education, intervention, placement and treatment, thus assuring the multi-faceted needs of CSEC victims are met.

B. Each of the PARTIES will designate a respective point person who can respond to and collaborate with other PARTIES regarding CSEC cases in the COUNTY.

C. The MDT shall be trauma-informed, strength-based, and victim-centered. In order to address the unique and specialized needs of each victim, the PARTIES agree to a two-tiered multidisciplinary response which shall include the following:

1. Tier 1 – Initial Team
2. Tier 2 – Ongoing Case Review Team

D. MDT shall be comprised of representatives from each of the PARTIES pursuant to California Welfare and Institutions Code Section 16524.7 who will fulfill their responsibilities as defined in this MOU.

1. In addition to the PARTIES, various other community partners may be utilized to meet the substantial and varied needs of CSEC victims and may be included in MDT meetings, both Initial/Crisis and/or Ongoing. These partners may include, but are not limited to, the following:

- a. Community Service Program (CSP),
- b. Anaheim Police Department (APD), and other local law enforcement entities,
- c. Orange County Sheriff's Department (SHERIFF),
- d. Orange Department of Education (OCDE),
- e. Court Appointed Special Advocate (CASA)
- f. Crittenton Services for Children and Families,
- g. New Alternatives, Inc.,
- h. The Teen Project,
- i. Global Center for Women and Justice Vanguard University,
- j. Orange County Alliance for Children and Families,
- k. CSEC survivors,
- l. CSEC advocates or mentors,

- m. Caregiver/placement provider, and
- n. Other local CSEC provider(s).

E. TIER 1 – INITIAL/CRISIS MDT (ICMDT)

All identified CSEC victims will receive Initial/Crisis Multidisciplinary Team services. The first priority of the ICMDT will be to assure the child's immediate safety. The ICMDT will collaborate with team members and other community partners to assess the child's needs and provide services in a coordinated manner in the first hours through the first two weeks after identification.

1. The circumstances that may require an ICMDT may include, but are not limited to:

- a. Law enforcement suspects youth is a victim of human trafficking or sexual exploitation,
- b. A community partner identifies a youth as CSEC involved and files a report with the Child Abuse Registry.
- c. The CAR hotline worker suspects or confirms that a youth is the victim of sexual exploitation or sex trafficking and determines that a child welfare response is indicated.
- d. A CFS social worker identifies a youth on their caseload of CSEC involvement.
- e. A Probation officer identifies a youth is or is at risk of becoming a CSEC victim.
- f. Minor's counsel and/or Conflict Lawyer Panel identify or suspect a youth CSEC involvement.

2. The ICMDT will include both a rapid response within two (2) hours as well as intensive, ongoing support through the first seventy-two hours post-identification. Where immediate safety risks are not present, the team will instead convene within ten (10) calendar days to address the youth's needs. ICMDT services will be geared to the individualized needs of the youth and may include, but not be limited to:

- a. Assuring the youth's immediate safety,
- b. Engaging victim, parent(s), family members and caregivers,
- c. Providing trauma-informed crisis intervention,
- d. Completing safety/risk assessments and safety planning,
- e. Ensuring shelter, food, clothing, and other basic needs are identified and addressed,
- f. Obtaining medical evaluation and treatment, as appropriate,
- g. Exploring placement options, including possible emergency protective custody,
- h. Obtaining substance use assessment and counseling,
- i. Ensuring emotional/therapeutic support, and
- j. If the youth is from another jurisdiction, making a cross-report to said jurisdiction to either retrieve the youth or link youth to appropriate services.

3. SSA ICMDT PROCESS

- a. CAR hotline staff will identify all referrals with possible CSEC involvement. If the youth is deemed at immediate risk, CAR hotline staff will generate a referral for an immediate response. If there are not immediate safety concerns, CAR hotline staff will generate a referral for ten (10) calendar day response.
- b. CSEC referrals will be assigned to designated specially trained Emergency Response (ER) social workers.
- c. ER social workers will notify ICMDT members to coordinate a response. Response will include:
 - ER social workers contacting law enforcement for a joint investigation as appropriate.
 - ER social workers contacting County designated CSEC victim service provider(s) to obtain appropriate support and advocacy for the youth, as appropriate.
 - ER social workers contacting PROBATION if the youth is on probation or is at Juvenile Hall on other charges at time of service implementation. SSA and PROBATION will conduct a joint assessment to determine which agency is most appropriate to meet the youth's needs.
 - ER social workers will consider consultation with the OC District Attorney whenever criminal charges are being pursued against an alleged exploiter/perpetrator.
- d. ER social workers will conduct a child abuse investigation pursuant to SSA existing protocols.
- e. ER social workers will contact the parent(s)/caretakers/relatives as appropriate in order to complete a full assessment and investigation.
- f. ER social workers, in consultation with the other ICMDT members, will determine the appropriate placement for the youth.
- g. ER social workers will consult with the Child Abuse Services Team (CAST) as appropriate.
- h. SSA will assure that youth lodged at OCFC receive a medical evaluation upon admission.
- i. In the event youth is not detained or lodged at OCFC, ER social worker will coordinate with partners to ensure youth obtains medical evaluation as needed.

4. HCA ICMDT PROCESS

- a. HCA ICMDT will include the following components: services at OCFC and Juvenile Hall, CEGU, Public Health nurses, mental health community services, crisis intervention, and substance use treatment.

CHS/JHS

- b. HCA/CHS/JHS medical staff will coordinate health services for CSEC youth to include a comprehensive physical exam including appropriate testing and treatment and will provide education on pregnancy and sexually transmitted

infections (STI) prevention and other reproductive health issues. HCA will coordinate medical, dental, and mental health services with care providers.

c. HCA/CHS/JHS medical staff will conduct a nursing assessment on all CSEC youth typically within four (4) hours of arrival at Juvenile Hall or OCFC. A board certified pediatrician or nurse practitioner on staff will complete a comprehensive medical exam on all CSEC youth within ninety-six (96) hours of entry to Juvenile Hall or OCFC. HCA medical staff will ask all youth questions specific to CSEC risk factors. Questions will include, but not be limited to topics of:

- Overall physical condition or injuries,
- Notation of tattoos, scarring,
- Drugs/substance use,
- STIs,
- Screening for sexually transmitted infections (STIs),
- History of physical abuse, sexual abuse or rape, and
- Pregnancy history.

CEGU

d. HCA/CEGU will screen all youth twelve (12) years of age and older within seventy-two (72) hours of their initial admission to OCFC, youth who return to OCFC after thirty (30) calendar days from their last admission and youth who have run away from their current placement and are returning to OCFC within thirty (30) calendar days of their last OCFC admission.

e. HCA/CEGU will hold weekly case management team meetings if youth remains at OCFC for no more than eight (8) calendar days.

f. HCA/CEGU will meet with youth identified as CSEC on a weekly basis to address issues related to their victimization and trauma.

CCPU

g. HCA will assign a CCPU provider to all court dependents identified as sexually exploited who will oversee linkage to appropriate resources.

h. HCA may provide further psychological assessment as it deems appropriate.

5. JUVENILE COURT ICMDT PROCESS

a. In instances when it is necessary to file an application for protective custody warrant or a petition for WIC 300 and/or WIC 601 or WIC 602, JUVENILE COURT will refer CSEC to a designated CSEC court room to coordinate the provision of specialized services and to assure the continuity of care.

b. CSEC cases, when identified, will be reassigned pursuant to court process.

c. JUVENILE COURT will establish protocols to coordinate communication with PARTIES for youth who have been identified by court staff as being or at risk of being CSEC.

d. JUVENILE COURT personnel will be offered CSEC awareness training.

e. JUVENILE COURT Judge will be available twenty-four (24) hours a day.

6. PROBATION ICMDT PROCESS

- a. PROBATION will assure a custody/intake probation officer will be available by phone twenty-four (24) hours a day, seven (7) days a week for consultation on any youth currently under WIC 601 or WIC 602 status. Consultation will include, but not be limited to, a discussion of appropriate placement options.
- b. If at any point a youth under the supervision of PROBATION is identified as CSEC victim, PROBATION will immediately contact CAR to file a child abuse report.
- c. PROBATION and SSA will make a joint assessment as to which agency is most appropriate to meet the youth's needs. Law enforcement will be included as appropriate.
- d. If the youth is lodged at Juvenile Hall, PROBATION will make a referral for medical assessment.
- e. PROBATION may refer youth who are identified as being at high risk, but are not CSEC involved, for CSEC prevention education classes.

F. TIER 2 – ONGOING MDT (OMDT)

The PARTIES agree to establish an Ongoing Case Review MDT which will convene on a periodic basis to review all suspected or confirmed CSEC cases in each PARTY's jurisdiction.

1. The purpose of the OMDT will be to provide ongoing case planning and coordination for identified CSEC youth, which will include:
 - a. Supporting the holistic healing and recovery of victims, and addressing the adequacy of services provided, i.e. psychological, medical, educational, as well as addressing the continuing appropriateness of placement.
 - b. Working to improve interagency communication and response to CSEC involved youth in Orange County.
 - c. Providing feedback to the Orange County CSEC Steering Committee on successes and challenges encountered in working with CSEC youth.
2. The OMDT will have regularly scheduled meetings. The frequency of meetings will vary depending on the number of CSEC youth identified.
3. The OMDT will require the participation of at least three of the four PARTIES.
4. In addition to the PARTIES, various other community partners may be utilized to meet the substantial and varied needs of CSEC victims. These partners may include, but are not limited to, those listed in Paragraph VI.D.
5. In addition to the regular case review OMDT meetings, an individualized OMDT meeting may be convened at any time at the request of any PARTY to address the specialized needs of a CSEC identified youth or youth at risk of commercial sex exploitation.
6. If a youth-specific individualized OMDT is convened, members may include, but are not limited to, the PARTIES, those partners listed in Paragraph VIII.D, and the following:
 - a. The youth,
 - b. Parents/guardians,

- c. Caregiver/placement provider, and
 - d. Treating therapists.
7. SSA OMDT RESPONSIBILITIES
- a. SSA will coordinate and facilitate the OMDT meeting.
 - b. SSA will present case information on youth involved in the child welfare system.
 - c. SSA will assure all appropriate services are being provided for youth involved in the child welfare system.
 - d. SSA will maintain records and statistics on CSEC and high risk youth in their agency.
8. HCA OMDT RESPONSIBILITIES
- a. HCA Behavioral Health, Correctional Health and Public Health Nursing will present medical and/or psychological case information on CSEC or at risk of exploitation youth it assessed and/or served. HCA will share behavioral health care information as deemed clinically appropriate to youth's coordination of care.
- Behavioral Health
- b. HCA/Behavioral Health will update the OMDT regarding the CSEC victim's behavioral health issues, continue to provide services as deemed clinically appropriate and recommend additional resources.
 - c. HCA/Behavioral Health will provide guidance about mental health supports that may be particularly helpful for CSEC youth.
- Correctional Health
- d. HCA/CHS/JHS will coordinate specialized mental health and medical services for victims, including those for reproductive and sexual health.
- Public Health Nursing
- e. HCA/Public Health Nursing will provide information related to reproductive and sexual health including access to contraceptives, HIV prophylaxis, and treatment for STIs/STDs to CSEC.
9. JUVENILE COURT OMDT RESPONSIBILITIES
- a. JUVENILE COURT will provide a forum for OMDT meetings.
 - b. JUVENILE COURT will oversee the coordination of services for WIC 300, WIC 601 and WIC 602 involved youth, and will assure all legal mandates are met to the extent it is able and authorized to do so by applicable laws, rules, regulations, and case authority governing the court and the actions and decisions of its judicial officers.
10. PROBATION OMDT RESPONSIBILITIES
- a. PROBATION will present case information on youth involved in the Probation system.
 - b. PROBATION will assure all appropriate services are being provided for Probation youth.

- c. PROBATION will maintain records and statistics on CSEC and high risk youth in their agency.

IX. LONG-TERM SUPPORT AND STABILIZATION

- A. The PARTIES will continue to work collaboratively to identify appropriate long-term and stabilizing CSEC resources which will include but not be limited to:
 1. Potentially developing of a CSEC specific shelter and drop-in center.
 2. Assisting youth in filing California Victim Compensation program applications to obtain medical and dental treatment, relocation assistance, and long-term mental health services.
 3. Referring youth to CSP for crisis intervention services, emergency financial and resource assistance, support counseling, referral to and help in accessing community resources, and support during criminal justice proceedings.
 4. Partnering with the OCDE to assure youth's educational needs (school, General Educational Development/Diploma (GED), tutoring, etc.) are met.
- B. The PARTIES will explore the use of Court Appointed Special Advocates (CASA) to assist the youth in establishing connections with stable and supportive adults.
- C. The PARTIES will explore partnering with the PD in assisting youth in resolving any legal issues.
- D. SSA will explore the use of the wrap-around model for the long term provision of CSEC specific services.
- E. SSA will explore expanding Family Finding efforts to locate and re-establish relationships with relatives and other significant individuals in the youth's life.
- F. SSA will continue to offer Independent Living Program (ILP) services to eligible youth, including
 1. Independence counseling,
 2. Occupational training,
 3. College preparatory high school classes,
 4. Financial aid and scholarships,
 5. Acquisition of social security cards, medical history information, birth certificates, or other proofs of birth,
 6. Housing and home management assistance, and
 7. Other necessary services.
- G. SSA will continue to partner with JUVENILE COURT to offer extended foster care services for those youth who meet eligibility requirements. These services include continuing foster care funding, medical coverage, independent living planning and SSA supervision to the age of 21.

X. CONFIDENTIALITY

- A. The PARTIES agree to maintain confidentiality of all records pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of law and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.

- B. The PARTIES agree to maintain the confidentiality of all records with respect to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, case law, and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may hereafter be amended.
1. No access, disclosure or release of information regarding a youth who is the subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is in doubt, no such information shall be released without the written approval of a Judge of the Juvenile Court.
 2. The PARTIES agree to obtain prior written approval of the Juvenile Court before allowing any youth under the age of eighteen (18) years old and to make their best efforts to obtain prior written approval for youth over the age of eighteen (18) years old to be interviewed, photographed or recorded by any publication or organization or to appear on any radio, television or internet broadcast or make any other public appearance. Such approval shall be requested through child's Social Worker.
- C. The PARTIES agree that CSEC information and statements obtained via the identification, assessment and MDT processes will be maintained, disclosed and used only as stated within this MOU and in accordance with all applicable state and federal laws and regulations.
- D. The PARTIES agree to inform every member of the youth's MDTs who receives information or records on children and families served under this MOU 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. Further, all MDT members shall be required to complete a CSEC Confidentiality Agreement form.
- E. The PARTIES agree to maintain all information or records in a manner that ensures the maximum protection of privacy and confidentiality rights in accordance with applicable PARTY policies and procedures.
- F. The PARTIES agree to comply with mandatory reporting guidelines as defined by CPC Sections 11164-11174.3 and report known or suspected child abuse and neglect, which includes sexual exploitation. Said reporting requirements shall be extended to non-required parties; however, nothing in this MOU shall be intend or have the effect of increasing or expanding the scope of mandatory reporting requirements as set forth in CPC Sections 11164 – 11174.3 with respect to judicial officers.
- G. Youth provided services under this MOU shall be informed that all information obtained is confidential, with the following exceptions:
1. Incidences of abuse or neglect are reportable to CAR.
 2. Information will be shared with members of the ICMDT/OMDT in order to develop an appropriate plan for services, including medical and psychological care.
 3. Information shared among the PARTIES and partners during assessment may be shared with other agencies/programs to ensure the youth's safety and the safety of others and/or to coordinate care.
 4. Information may be shared with JUVENILE COURT in order to better assess the youth's safety and intervention needs.
- H. HCA will use its screening to complete psychosocial assessments and identify and report to SSA any instance of sexual exploitation in accordance with mandated reporting laws. HCA will share information gathered during assessment with SSA as

deemed clinically appropriate to coordination of care.

- I. HCA will maintain records of its screening results as well as any information collected and statements made during the screening including information regarding sexual exploitation. HCA will share applicable information with SSA.

XI. DATA COLLECTION AND RECORDKEEPING

- A. The PARTIES to this MOU are responsible for the record keeping and data collection of respective CSEC cases and statistics.
- B. SSA will document and track CSEC cases in the Child Welfare System (CWS). SSA CAR Hotline social workers will identify and code, with a COUNTY special project code, all referrals where CSEC involvement is reported or suspected.
- C. SSA CFS will utilize the state designated Special Project Codes (SPC) to identify and document youth who are, or are at risk of being, commercially sexually exploited and have a new or existing open case in CWS/CMS. Such coding will assist in data collection and analysis, and in future planning of services.
- D. The PARTIES will continue to develop policies to coordinate the sharing of data across systems and agencies. Each PARTY's data may be shared with the MDT to enable a fuller picture and better understanding of the CSEC problem in COUNTY.

XII. RETENTION OF RECORDS

The PARTIES agree to retain all documents pertinent to this MOU for five (5) years from the termination of this MOU, or until all pending Federal, State, and County audits are completed, whichever is later.

XIII. PUBLICITY

- A. Information and solicitations, prepared and released by the PARTIES, concerning the services provided under this MOU shall state that the program, wholly or in part, is funded through COUNTY, State and Federal government funds.
- B. The PARTIES shall not disclose any details in connection with this MOU to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing each PARTY's need to identify its services and related clients to sustain itself, PARTY may publish its role under this MOU within the following conditions:
 - 1. PARTY shall develop all publicity material in a professional manner; and
 - 2. During the term of this MOU, PARTY shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of COUNTY without the prior written consent of COUNTY. COUNTY shall not unreasonably withhold written consent.

XIV. CORRESPONDENCE

All correspondence concerning this MOU shall be addressed as follows:

SSA: County of Orange Social Services Agency
Children & Family Services
500 N. State College Blvd.
Orange, CA 92868
c/o Victor M. Chavez

HCA Health Care Agency
Contract Services
405 W. 5th Street, Suite 600
Santa Ana, CA 92701

JUVENILE COURT Orange County Juvenile Court
Office of the Presiding Judge
341 The City Drive South
Orange, CA 92868

PROBATION Probation Department
PO BOX 10260
Santa Ana, CA 92711

All notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid and addressed as above. Any notices, claims, correspondence, reports and/or statements authorized or required by this MOU addressed in any other fashion shall be deemed not given. The PARTIES may mutually agree in writing to change the addresses to which notices are sent.

XV. RESOLUTION OF CONFLICTS

For resolution of conflicts between the PARTIES regarding the implementation and operation of this MOU that cannot be resolved, the following sequential steps shall apply, as applicable:

- Step 1: Conference will be held between:
The SSA/CFS Deputy Director or designee;
The HCA/Correctional Health Chief of Operations or designee,
The HCA/Director of Children, Youth & Prevention Behavioral Health Services or designee, or
The HCA/Public Health Services Chief of Operations or designee;
JUVENILE COURT or designee; and/or
The PROBATION Juvenile Supervision Director or designee.
- Step 2: Conference will be held between:
The SSA/CFS Director or designee;
The HCA/Behavioral Health Deputy Agency Director and/or
The Correctional Health Deputy Agency Director or designee;
JUVENILE COURT or designee; and/or
The Chief Deputy Probation Officer – Field Operations Bureau or designee.
- Step 3: Conference will be held between:
The Director of SSA or designee,
The Director of HCA or designee,
Presiding Judge of JUVENILE COURT or designee, and/or
The Chief Probation Officer or designee.

XVI. TERMINATION

- A. The PARTIES may terminate this MOU without penalty at any time but will attempt to provide thirty (30) calendar days' written notice.
- B. Upon termination, or notice thereof, the PARTIES agree to cooperate with each other in the orderly transfer of service responsibilities, active case records, and pertinent documents.
- C. The adherence to the protocols in this MOU are contingent upon the availability of Federal and/or State funds, as applicable, for the services hereunder in the budget approved by the Orange County Board of Supervisors each fiscal year this MOU remains in effect or operation. In the event that such funding is terminated or reduced, the PARTIES may immediately terminate or modify this MOU without penalty. The decision of a PARTY will be binding on the other PARTIES. Said PARTY will provide the other PARTIES with written notification of such determination. The PARTIES shall immediately comply with said PARTY's decision.

XVII. GENERAL PROVISIONS

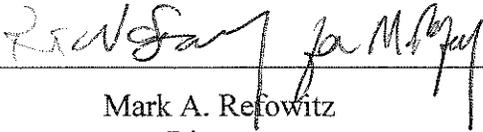
- A. With the exception of client records, all records, including but not limited to, reports, audits, notices, claims, statements and correspondence, required by this MOU may be subject to public disclosure. SSA shall not be liable for any such disclosure.
- B. This MOU represents the entire understanding of the PARTIES with respect to the subject matter. No change, modification, extension, termination or waiver of this MOU, or any of the understandings herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the PARTIES hereto.

XVIII. SIGNATURES IN COUNTERPART

- A. The parties agree that separate copies of this Agreement may be signed by each of the parties, and this Agreement will have the same force and effect as if the original had been signed by all the parties.

WHEREFORE, the PARTIES hereto have executed the Memorandum of Understanding in the County of Orange, California.

By: 
Michael F. Ryan
Director
County of Orange
Social Services Agency

By: 
Mark A. Refowitz
Director
County of Orange
Health Care Agency

Dated: 9/28/15

Dated: 9/28/15

By: 
Steven Sentman,
Chief Probation Officer
County of Orange
Probation

By: 
Honorable Judge Maria Hernandez
Presiding Juvenile Court Judge
County of Orange
Superior Court

Dated: 9/28/15

Dated: 9/25/15

Anaheim Police Department (APD):

The APD works with the public it serves with the mission of maintaining order, protecting the community and preventing crime by delivering prompt, professional and high quality police service. APD will lead the law enforcement Human Trafficking task force.

Court Appointed Special Advocate (CASA)

A privately-funded non-profit organization that serves severely abused, neglected and abandoned children through the recruitment, training and continued support of volunteers who advocate and mentor these children, representing their best interest in the courtroom and other settings.

Community Service Program (CSP):

CSP is a non-profit agency committed to serving youths, adults and families living in Orange County who are involved or are at risk of involvement with the justice system. CSP Victim Advocates are available at each Orange County Justice Center to provide crisis intervention services, emergency financial and resource assistance, support counseling, referral to and help in accessing community resources, support during criminal justice proceedings.

Clinical Evaluation and Guidance Unit (CEGU)

CEGU is a group of HCA/multidisciplinary mental health providers who work very closely with SSA and Orangewood Children and Family Center (OCFC) to ensure that all children who enter the social services system have the necessary mental health services needed to assist them with their current situation and decrease re-traumatization. CEGU is available twenty-four (24) hours a day, seven (7) days a week for crisis intervention, suicide assessment, and psychological evaluations when requested.

Continuing Care Placement Unit (CCPU)

A unit of Psychologists from the HCA/Children and Youth Services who offer support, professional consultation and assistance with case management services to the SSA Social Workers responsible for children who are dependents of the Court.

Crittenton Services for Children and Families (Crittenton):

Crittenton, a non-profit organization headquartered in Fullerton, CA, operates a level 12 residential treatment center providing comprehensive counseling, medical, and other support services including specialized treatment for commercial sexually exploited children known as Crittenton's InSight Program.

Global Center for Women and Justice Vanguard University:

A faith-based organization that exists to advance the global status of women through research, education, advocacy, collaboration and hope.

Orange County Human Exploitation and Trafficking (HEAT) Unit

Created in 2013 by the DA's office, the HEAT unit includes specially designated Deputy District Attorneys and a DA investigator who address prosecution of the exploiters of CSEC victims.

New Alternatives Inc. (NAI) / Court Return Facility (CRF):

NAI is a private, nonprofit California corporation whose mission is to provide culturally-competent and family-focused services to child victims of abuse, neglect and abandonment. NAI operated the CRF which provides assistance in identifying appropriate placement options

Orange County Department of Education (OCDE):

A public education organization offering support services to 27 school districts within the County of Orange.

Public Health Nurse (PHN)

HCA health professionals who provide children physical and psychosocial assessments, developmental screenings, and review of health histories and medical records.

Teen Project:

A private, nonprofit that provides transitional housing and drop-in center services.

WestCoast Children's Clinic
Commercial Sexual Exploitation Identification Tool (CSE-IT) – Pilot Version

<p>1. Instability in Life Functioning. The youth lacks access to basic needs, including stable shelter and is unable to engage in activities expected of her/his age (e.g., school).</p>	No Concern 0	Possible Concern 1	Clear Concern 2
<p>Note: Item ratings ≥ 4 indicate <i>Possible Concern</i>. Item ratings ≥ 6 indicate <i>Clear Concern</i>.</p>			
a. Does the youth have a history of running away from home, AWOL, being thrown out of the home?	0	1	2
b. Does the youth experience unstable housing, including multiple foster care placements?	0	1	2
c. Does the youth experience periods of homelessness, including living on the street or couch surfing?	0	1	2
d. Does the youth access social services or community resources to meet basic needs (e.g., hygiene, shelter, food, medical care)?	0	1	2
e. Does the youth miss a lot of school?	0	1	2
f. Has the youth had involvement (currently or in the past) with law enforcement, juvenile justice, or child welfare?	0	1	2
<p>2. Relationships. The youth's relationships are concerning, placing him/her at risk or in danger.</p>	No Concern 0	Possible Concern 1	Clear Concern 2
<p>Note: Item ratings ≥ 2 indicate <i>Possible Concern</i>. Item ratings ≥ 4 indicate <i>Clear Concern</i>.</p>			
a. Does the youth spend time with people (including family members or peers) known to be involved in the sex trade?	0	1	2
b. Is the youth's parent/caregiver unable to provide adequate supervision?	0	1	2
c. Does the youth have unhealthy or inappropriate relationships (including inappropriate boundaries) with someone much older/an adult?	0	1	2
d. Is the youth in a romantic relationship with someone much older/an adult?	0	1	2
<p>3. Finances and Belongings. The youth has money or materials goods that are incongruent with his/her life circumstances.</p>	No Concern 0	Possible Concern 1	Clear Concern 2
<p>Note: Item ratings ≥ 1 indicate <i>Possible Concern</i>. Item ratings ≥ 2 indicate <i>Clear Concern</i>.</p>			
a. Does the youth receive or have access to large amounts of cash, credit cards, pre-paid cash cards, hotel keys, gifts, cars?	0	1	2
b. Is the youth's dress or appearance atypical of his/her age or peer group?	0	1	2
c. Is the youth's dress or appearance inconsistent with the weather or situation?	0	1	2
<p>4. Use of Technology. The youth's use of internet, cell phone, or social media involves social or sexual behavior that is atypical for his/her age.</p>	No Concern 0	Possible Concern 1	Clear Concern 2
<p>Note: Item ratings ≥ 3 indicate <i>Possible Concern</i>. Item ratings ≥ 5 indicate <i>Clear Concern</i>.</p>			
a. Does the youth use online sites or apps to find sex partners?	0	1	2
b. Does the youth describe meeting his/her long-term, adult boy/girlfriend on the internet?	0	1	2
c. Does the youth describe meeting in person with a contact developed over the internet?	0	1	2
d. Are there explicit photos of the youth posted on the internet?	0	1	2
e. Does the youth have explicit photos of him/herself on his/her phone?	0	1	2
f. Does the youth have several cell phones, and/or does the youth's cell phone number change frequently?	0	1	2

WestCoast Children's Clinic Commercial Sexual Exploitation- Identification Tool Pilot

	No Concern	Possible Concern	Clear Concern
5. Physical Health. The youth has significant health problems related to sexual activity and lack of access to basic needs	0	1	2

Note: Item ratings ≥ 3 indicate Possible Concern. Item ratings ≥ 5 indicate Clear Concern.

a. Has the youth had repeated testing for pregnancy and/or STIs?	0	1	2
b. Has the youth been treated repeatedly for STIs?	0	1	2
c. Does the youth describe health problems or complaints that are related to sleep problems or not getting enough sleep (e.g., sleep deprived, unable to get a full night's sleep, sleep is often disrupted)?	0	1	2
d. Does the youth describe health problems or complaints related to poor nutrition or not having access to regular meals?	0	1	2
e. Does the youth have scarring, bruises, burns, etc. that indicate physical trauma?	0	1	2
6. Risk Behaviors. The youth engages in dangerous or risky behaviors.	No Concern 0	Possible Concern 1	Clear Concern 2

Note: Item ratings ≥ 1 indicate Possible Concern. Item ratings ≥ 3 indicate Clear Concern.

a. Does the youth engage in a dangerous level of risky sexual behaviors, or with partners who are abusive or otherwise physically dangerous?	0	1	2
b. Does the youth spend time where exploitation is known to occur?	0	1	2
c. Does the youth have a history of running away from home, staying away at least overnight?	0	1	2
d. Does the youth's use of substances interfere with his/her ability to function in any area of life?	0	1	2
7. Trauma Exposure. The youth has been exposed to traumatic experiences.	No Concern 0	Possible Concern 1	Clear Concern 2

Note: Item ratings ≥ 1 indicate Possible Concern. Item ratings ≥ 2 indicate Clear Concern and require a mandated report.

a. Has the youth been sexually abused/assaulted?	0	1	2
b. Has the youth been physically abused/assaulted?	0	1	2
c. Has the youth been emotionally abused?	0	1	2
8. Trauma Signs and Symptoms. The youth exhibits physical signs and emotional symptoms that can result from his/her exposure to trauma.	No Concern 0	Possible Concern 1	Clear Concern 2

Note: Item ratings ≥ 1 indicate Possible Concern. Item ratings ≥ 3 indicate Clear Concern.

a. Does the youth have bruises, black eyes, cigarette burns, broken bones, or other signs of physical trauma?	0	1	2
b. Does the youth appear <u>constantly</u> on edge and/or wound up, easily startled, or hypervigilant?	0	1	2
c. Does the youth have difficulty detecting and/or responding to danger cues?	0	1	2
d. Does the youth engage in self-destructive or reckless behaviors, beyond what is expected from youth his/her age?	0	1	2

WestCoast Children's Clinic Commercial Sexual Exploitation- Identification Tool Pilot

- 9. Coercion and Grooming.** The youth exhibits behaviors or otherwise indicates that she/he is being controlled or coerced by another person.
- | | No Concern | Possible Concern | Clear Concern |
|--|------------|------------------|---------------|
| | 0 | 1 | 2 |

Note: Item ratings ≥ 1 indicate Possible Concern. Item ratings ≥ 7 indicate Clear Concern.

- | | | | | |
|----|--|---|---|---|
| a. | Does an adult the youth doesn't know well offer the youth housing, a place to stay, gifts, money, cell phones, transportation, alcohol or drugs? | 0 | 1 | 2 |
| b. | Do adults (not caregiver) take the youth on travels or places she/he is not familiar with? | 0 | 1 | 2 |
| c. | Does the youth use language, terminology or statements that suggest involvement in exploitation? | 0 | 1 | 2 |
| d. | Is the youth's communication/contact with family or friends controlled by someone else to the point of social isolation? | 0 | 1 | 2 |
| e. | Does the youth have to earn a quota and/or is forced to give the money they earn to another person? | 0 | 1 | 2 |
| f. | Is the youth coerced (by someone other than caregiver) to get pregnant, have an abortion, or use contraception? | 0 | 1 | 2 |
| g. | Does the youth have tattoos or scarring that suggest they are someone's property, or is the tattoo/scar common among other youth known to be sexually exploited? | 0 | 1 | 2 |
| h. | Is someone not allowing the youth to sleep or to sleep in a safe place, to go to school, to eat, and/or meet other basic needs? | 0 | 1 | 2 |
| i. | Does the youth report receiving threats to him/herself or to friends, family, or other acquaintances? | 0 | 1 | 2 |
| j. | Is the youth asked to lie about his/her age, whereabouts, residence, or relationships? | 0 | 1 | 2 |

- 10. Exploitation.** The youth has been exposed to sexual exploitation or victimization.
- | | No Concern | Possible Concern | Clear Concern |
|--|------------|------------------|---------------|
| | 0 | 1 | 2 |

This includes any situation, context or relationship where the youth receives something (e.g., food, accommodation, drugs and alcohol, cigarettes, affection, gifts, money, etc.) as a result of performing, and/or others performing sexual activities on them. If there is an individual who is selling/profitting from or coercing the youth's exchange, this should be rated Clear Concern (2).

Note: Item ratings ≥ 1 indicate Possible Concern.

Item ratings ≥ 2 indicate Clear Concern and require a mandated report.

- | | | | | |
|----|--|---|---|---|
| a. | Does the youth have a prior history of sexual exploitation? | 0 | 1 | 2 |
| b. | Has the youth been watched, filmed or photographed in sexually explicit activities? | 0 | 1 | 2 |
| c. | Has the youth or someone beside the youth stated that he/she is considering or currently exchanging sex for money and/or material items including food, shelter and care for his/her family? | 0 | 1 | 2 |

WestCoast Children's Clinic Commercial Sexual Exploitation- Identification Tool Pilot

Rating Summary

- 1. Stability in Residential Status & Life Functioning _____
- 2. Relationships _____
- 3. Finances & Belongings _____
- 4. Use of Technology _____
- 5. Physical Health _____
- 6. Risk Behaviors _____
- 7. Trauma Exposures _____
- 8. Trauma Signs & Symptoms _____
- 9. Coercion and Grooming _____
- 10. Exploitation* _____

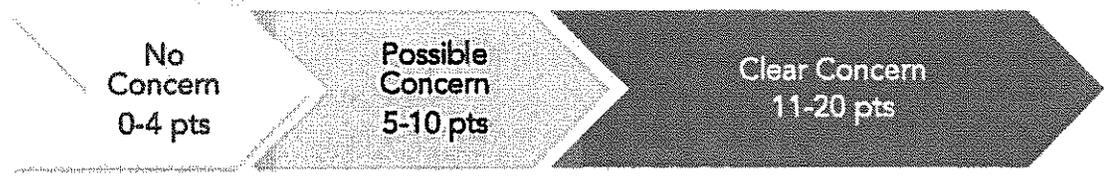
**If this item is Clear Concern, then total is automatically 20 points.*
**If this item is Possible Concern and no other item has a rating, then total is automatically 10 points.*
**If this item is Possible Concern and other items are rated, add the rating ('1') to other rated items for a total score.*

Total Score

Other Considerations:

Appraisal of Youth's Risk for Exploitation

(draw a line indicating level of risk)



WestCoast Children's Clinic Commercial Sexual Exploitation- Identification Tool Pilot

Possible Actions	Action Taken	Rationale
1. Mandated report to authorities/CPS	<input type="checkbox"/>	
2. Develop safety plan with youth	<input type="checkbox"/>	
3. Continue monitoring risk factors	<input type="checkbox"/>	
4. Notify/consult with supervisor	<input type="checkbox"/>	
5. Notify caregiver/support person (as appropriate)	<input type="checkbox"/>	
6. Recommend/refer to case management	<input type="checkbox"/>	(Note referral here):
7. Recommend/refer to mental health services	<input type="checkbox"/>	(Note referral here):
8. Recommend/refer to other services	<input type="checkbox"/>	(Note services referrals here):
9. Recommend/refer for further assessment	<input type="checkbox"/>	(Note assessment referral here):
10. Follow agency/organization CSEC protocol	<input type="checkbox"/>	