

**MEMORANDUM OF UNDERSTANDING**  
**San Francisco's Commercially Sexually Exploited Children's Program**

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Parties to the Memo of Understanding (hereafter referred to as the "MOU") include:

1. The San Francisco Human Services Agency (hereafter referred to SFHSA), via the Family and Children's Services Division (FCS)
2. San Francisco Juvenile Probation Department (hereafter referred to as SFJPD),
3. San Francisco Department of Public Health (hereafter referred to as SFDPH), and via Community Behavioral Health Services (CBHS)
4. San Francisco Public Defender's Office (hereafter referred to as SFPDO) ,
5. San Francisco District Attorney's Office (hereafter referred to as SFDA),
6. San Francisco Police Department (hereafter referred to as SFPD),
7. San Francisco Department on the Status of Women (hereafter referred to a DOSW),
8. San Francisco Child Abuse Prevention Center (hereafter referred to as SFCAPC),
9. Huckleberry Youth Programs (hereafter referred to a HYP), and
10. Legal Services for Children (hereafter referred to as LSC).

(collectively, "Signatories" or "Commercially Sexually Exploited Children (CSEC) Steering Committee Partners"

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 City and County of San Francisco and the parties of this MOU and set forth the following as the terms and conditions of their understanding:

**I. Purpose and Principles**

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 San Francisco child welfare system pursuant to California Welfare and Institutions Code Section 300(b)(2); and

WHEREAS, San Francisco 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 provision of services; and

WHEREAS, the parties to this MOU have developed the following Memorandum of Understanding (MOU) to guide San Francisco's approach to serving CSEC; and

WHEREAS, the MOU reflects the San Francisco and the parties' commitment to the following guiding principles:

A. Guiding Principles:

1. Commercial Sexual Exploitation of children must be understood as child abuse and reported as such, and
2. San Francisco's response to CSEC should not criminalize the youth being exploited, and should avoid arrest or prosecution of the youth whenever possible.

B. Responses to CSEC should be:

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

C. Agency Policies & Procedures should:

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.
5. Ensure guiding principles are reflected in all policy/procedure development

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

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

WHEREAS, California Welfare and Institutions Code Sections 18960-18964 states a county may establish a child abuse multidisciplinary personnel team (MDT) within the county to allow provider agencies to share confidential information in order for provider agencies to investigate reports of suspected child abuse or neglect pursuant to California Penal Code Section 11160,

11166, or 11166.05, or for the purposes of child welfare agencies making a detention determination; and

WHEREAS, the parties agree that the information they receive from other parties concerning a child that is obtained during the identification and assessment process or during a multidisciplinary team meeting shall be used solely for prevention, identification, and treatment purposes and shall otherwise be confidential and retained in the files of the entity performing the screening or assessment. Such information shall not be subject to subpoena or other court process for use in any other proceeding or for any other purpose pursuant to California Welfare and Institutions Code Section 18961.7(c); and

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

## **II. Responsibilities**

### **A. Steering Committee**

In order to ensure San Francisco City and County effectively implements the CSEC Program, the parties agree to form and maintain the San Francisco CSEC Steering Committee. The Steering Committee will provide ongoing oversight and leadership to ensure the San Francisco agencies and partners effectively collaborate to better identify and serve youth who are at risk of or have been commercially sexually exploited. The Steering Committee is specifically responsible for the following:

- (i) Developing the Interagency CSEC MOU (hereinafter MOU),
  - (ii) Implementing the MOU,
  - (iii) Overseeing implementation of the MOU,
  - (iv) Collecting and analyzing aggregate data related to the MOU,
  - (v) Revising the MOU as needed on an ongoing basis,
  - (vi) Assessing the sufficiency of CSEC-specific resources in the San Francisco,
  - (vii) Identifying necessary training and ensuring such training occurs, and
  - (viii) Providing an annual report to the State in compliance with State and Federal requirements.
1. The following parties agree to participate in the Steering Committee and fulfill the responsibilities defined in this MOU:
    - (i) Family & Children Services – Lead
    - (ii) Juvenile Probation Department
    - (iii) Department of Public Health/Community Behavioral Health Services
    - (iv) Juvenile Court
    - (v) San Francisco Police Department
    - (vi) Public Defenders
    - (vii) District Attorney

- (viii) Department on the Status of Women
  - (ix) Huckleberry Youth Programs
  - (x) Child Abuse Prevention Center
  - (xi) Legal Services for Children
2. Each party will fulfill the following responsibilities as part of its work on the Steering Committee under this MOU:
- (i) Appoint director or designee empowered to make decisions on behalf of the party to participate,
  - (ii) Attend regularly scheduled meetings and participate collaboratively in committee,
  - (iii) Participate in MDT as outlined in Appendix A
  - (iv) Report on successes, barriers to providing services, and areas for improvement, including recommendations for adapting the MOU and training needs/gaps, and
  - (v) Develop a mechanism for tracking CSEC referrals and cases,
  - (vi) Provide aggregate data on identified CSEC including the numbers identified and the services accessed by those youth,
  - (vii) Develop agency-specific policies and protocols regarding CSEC that reflect guiding principles and report back on the development and maintenance of these protocols to the Steering Committee.
3. The following describes the additional roles and responsibilities of certain parties in the Steering Committee:
- (i) Family & Children Services will be responsible for:
    - 1. Convening and serving as lead agency of steering committee,
    - 2. Providing staff to coordinate the steering committee,
    - 3. Receive all referrals regarding suspected and known CSEC through the 24-hour Child Protective Services Hotline, and
    - 4. Assessing the risk to the child and ensuring the protection of children.
  - (ii) Juvenile Probation Department will be responsible for:
    - 1. Performing juvenile risk assessments, intake investigations and evaluations.
    - 2. Providing referrals for case management and services for youth involved with the Juvenile Justice system.
  - (iii) Community Behavioral Health Services will be responsible for:
    - 1. Performing mental health/substance abuse assessment of CSEC and recommend services
    - 2. Coordinating specialized mental health/substance abuse services for victims.
  - (iv) Department of Public Health will be responsible for:
    - 1. Performing medical evaluation of CSEC

2. Provide medical care and treatment, including reproductive and sexual health, including access to contraceptives, HIV prophylaxis and treatment of STIs/STDs
- (v) Huckleberry Youth Programs will be responsible for:
  1. Emergency shelter and services to CSEC minor victims,
- (vi) Child Abuse Prevention Center will be responsible for:
  1. Develop and maintain an on-going MDT process and provide Steering Committee with updates. (See Appendix A)
- (vii) San Francisco Police Department
  1. Investigate crimes against children and adolescents.
  2. Report any child abuse allegations to the CPS Hotline
  3. Using SFPD criteria, assign an appropriate investigator to alleged cases of CSEC when notified by the CPS Hotline, patrol officers, a responding FCS worker, and/or CASARC. Some cases will require an immediate response by the on-call investigator.
- (viii) Legal Services for Children
  1. Provide legal advice and referrals to CSEC who are experiencing problems in the areas of immigration, education, probate guardianship, and dependency.
- (ix) San Francisco District Attorney's Office through Victim services
  1. Provide advocacy and support through criminal justice system
  2. Provide resources, referrals and crisis support services
  3. Assist victims in applying for State victim compensation
  4. Assist victims with restitution
  5. Provide safety planning, witness/victim protection and relocation services.
- (x) Department on the Status of Women
  1. Liaison to the Mayor's Taskforce on Ant-Human Trafficking

## 2 Identification

The following agencies agree to develop and implement a systematic screening process and report progress to the Steering Committee

1. SFHSA
2. SFJPD
3. SFDPH via CBHS
4. Huckleberry Youth Programs
5. SFCAPC
6. SFDPH via CASARC

### C. Assessment

The parties agree that an assessment of an exploited youth's needs and strengths must take place upon identification and on an ongoing basis. Further, the parties agree that it is in the youth's best interest to limit unnecessary and or duplicative assessments. Accordingly, the parties will coordinate to ensure that assessments are streamlined and limited when appropriate.

### 1. Agencies

The following parties are responsible for assessing children and youth who have been identified as victims of or at risk of commercially sexual exploitation.

- (i) DPH/ Community Behavioral Health Services (CBHS)
  - 1. Clinicians conducting mental health evaluation-they receive referrals from SFHSA and SFJPD
  - 2. Youth clinic staff
  - 3. Health Care providers during medical evaluations
- (ii) SFJPD/Probation Department
  - 1. Clinicians from DPH/CBHS
  - 2. Probation Officers
- (iii) Huckleberry Youth Programs
  - 1. Intake counselors
  - 2. Therapists
  - 3. Case Managers

### 2. Circumstances

The parties must assess an identified victim or a child at risk of commercial sexual exploitation under the following circumstances:

- (i) Family & Children Services:
  - 1. When an allegation of abuse or neglect is investigated,
  - 2. Upon a change in placement, and/or
  - 3. Every six months to monitor progress.
- (ii) Juvenile Probation Department:
  - 1. When a child enters the juvenile detention facility,
  - 2. Upon a change in placement, and/or
  - 3. Every six months to monitor progress.
- (iii) Community Behavioral Health Services:
  - When a child is referred to mental health clinician for services.
- (iv) Huckleberry House Youth Programs

Upon Referral

#### D. Multidisciplinary Response

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 cases and who are qualified to provide a broad range of services related to child abuse”<sup>1</sup> and commercially sexually exploited children and those at risk for such exploitation.<sup>2</sup> In order to sufficiently address a commercially sexually exploited child’s needs from identification through ongoing stabilization, a three-tiered

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<sup>1</sup> CAL. WELF. & INST. CODE § 18961.7.

<sup>2</sup> *Id.*

multidisciplinary response, as described below, will be employed. MDT meetings will consistently work to maintain guiding principles.

- (i) *Coordinated Rapid Response*, which involves both a rapid response within 2 hours as well as intensive, ongoing support through the first 72 hours post-identification.
- (ii) *Non-emergency MDT*, which includes convening a team to address the youth's needs where no immediate safety threat is present.
- (iii) *Ongoing MDT*, which will meet on a monthly basis to review all new CSEC cases that have gone through the CRR, Non-Emergency MDT, or Community-based services tracks, as well as cases that pose challenges requiring the additional attention of partners.

See Appendix A for a comprehensive overview of the multidisciplinary process including a visual depiction and written description.

All parties recognize and confirm a shared commitment to children's confidentiality, collaboration, communication on CSEC cases and information sharing. The data and client information related to the MDT process will be developed in an accompanying protocol that will comply with state and federal laws, and ethical considerations governing confidentiality, including re-disclosure and privilege, and that does not violate the youth's due process rights as respondents or defendants in delinquency, criminal, summary offense, status offense, and child welfare cases, including their rights against self-incrimination.

## **B. General Provisions**

This MOU will take effect on November 1, 2015 and shall remain in effect until modified or terminated by any party to the agreement.

This agreement will be deemed to have been made and shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of California. Venue for any dispute shall be the City and County of San Francisco.

All responsibilities identified in this MOU shall be performed in accordance with all Federal, State and local laws, rules, regulations and policies.

This MOU may not be amended or modified except by a written instrument signed by the Signatories. The attached protocol may be modified by the Steering Committee by mutual agreement of the parties without modification of the MOU.

The validity and performance and construction of the terms and conditions of the MOU shall be governed by the laws of the state of California, without reference to conflict of law provisions. The MOU constitutes the entire and exclusive agreement among the Signatories hereto with respect to the subject matter hereof and supercedes and cancels all previous registrations, agreements, commitments and writing among the Signatories in respect thereof. Nothing in this MOU will be construed to create a partnership, joint venture, franchise, fiduciary, employment

or agency relationship between the Signatories. No Signatory has any express or implied authority to assume or create any obligations on behalf of any other Signatory or to bind any other Signatory to any contract, agreement or undertaking with any third party. This MOU is not intended to confer any right or benefit on any third party (including, but not limited to, any employee or beneficiary of any party), and no action may be commenced or prosecuted against a party by any third party claiming as third-party beneficiary of this MOU or any of the transactions contemplated by this MOU. No oral explanation or oral information by either party hereto will alter the meaning or interpretation of this MOU.

Any party may terminate this MOU at any time upon written notice to all remaining parties. Termination shall be effective immediately upon receipt of the written notice unless otherwise specified.

In witness whereof the parties hereto have executed this Memorandum of Understanding. Where applicable the undersigned state that this Memorandum of Understanding has been reviewed by their legal counsel and such legal counsel has approved the MOU as to form and legality.

## SAN FRANCISCO FAMILY &amp; CHILDREN SERVICES

/s/ \_\_\_\_\_  
 Deputy Director Date

## SAN FRANCISCO JUVENILE PROBATION DEPARTMENT

/s/ \_\_\_\_\_  
 Chief Probation Officer Date

## SAN FRANCISCO POLICE DEPARTMENT

/s/ \_\_\_\_\_  
 Chief of Police Date

## DEPARTMENT OF PUBLIC HEALTH

/s/ \_\_\_\_\_  
 Director of Public Health Date

## SAN FRANCISCO PUBLIC DEFENDER'S OFFICE

/s/ \_\_\_\_\_  
 Public Defender Date

## SAN FRANCISCO DISTRICT ATTORNEY'S OFFICE

/s/ \_\_\_\_\_  
 District Attorney Date

## SAN FRANCISCO DEPARTMENT ON THE STATUS OF WOMEN

/s/ \_\_\_\_\_  
 Executive Director Date

## SAN FRANCISCO CHILD ABUSE PREVENTION CENTER

/s/ \_\_\_\_\_  
 Executive Director Date

## HUCKLEBERRY YOUTH PROGRAMS

/s/ \_\_\_\_\_  
 Executive Director Date

## LEGAL SERVICES FOR CHILDREN

/s/ \_\_\_\_\_  
 Executive Director Date

**Appendix A**

Appendix A

San Francisco CSEC MDT Flowchart and Flowchart Supplemental  
(attached)