

**MEMORANDUM OF UNDERSTANDING AMONG**

**San Joaquin County Human Services Agency Children's Services Bureau**

**and**

**San Joaquin County Probation Department**

**and**

**San Joaquin County Behavioral Health Services**

**and**

**San Joaquin County Public Health Services**

**and**

**San Joaquin County District Attorney's Office**

**and**

**Mary Graham Children's Shelter**

**and**

**Juvenile Court of San Joaquin County**

**As to San Joaquin County 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 San Joaquin child welfare system pursuant to California Welfare and Institutions Code Section 300(b)(2); and

WHEREAS, San Joaquin 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 Memorandum of Understanding (MOU), Juvenile Court of San Joaquin County, Human Services Agency Children's Services Bureau of San Joaquin County, Probation Department of San Joaquin County, Behavioral Health Services of San Joaquin County, Public Health Services of San Joaquin County, District Attorney's Office of San Joaquin County, Victim Witness Program and Mary Graham Children's Shelter have developed the following Interagency Protocol to guide San Joaquin County's approach to serving CSEC; and

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

- A. Commercial Sexual Exploitation of Children:
  - 1. Must be understood as child abuse and reported as such; and
  - 2. The victims should not be criminalized.
- 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 early and often;
  - 7. Multidisciplinary, individualized, flexible, and timely;
  - 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.

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

WHEREAS, the parties agree to work with the District Attorney, various law enforcement entities and non-profit organizations throughout the County to combat perpetrators of human trafficking, as well as work with the victims of human trafficking in preparation for court procedures, support services, and safety plans both during and after the conclusion of any court proceedings; 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 his/her 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 Penal Code (PC) §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; and

WHEREAS, this MOU defines the mutually agreed upon Interagency Protocol and the 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.

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

**I. Term**

This Memorandum of Understanding shall become effective \_\_\_\_\_, 2015 and will continue in effect through and including June 30<sup>th</sup> of each fiscal year. This protocol shall automatically renew on a fiscal year basis unless otherwise terminated by any party to the MOU as prescribed in **Section VIII**.

## II. Interagency Committee

### A. Description of the Interagency Committee to oversee the CSEC Program:

In order to ensure San Joaquin County effectively implements the CSEC Program, the parties agree to form an Interagency Committee.

#### 1. Purpose of the Interagency Committee:

- a. In order to combat and reduce the occurrence of human trafficking and the CSEC in San Joaquin County, the Human Services Agency Children's Services Bureau has developed the Child Sexual Trafficking and Exploitation Protocol (CSTEP) Interagency Committee. CSTEP was established to enable agencies which work directly with CSE youth to strategically partner to identify and respond to the specific needs of these youth and work with Law Enforcement agencies to support their efforts to hold the exploiters accountable. HSA recognizes the need for strategic collaboration and ongoing communication between all stakeholder agencies working directly with CSE cases, both on a local and regional level, and the CSTEP will provide ongoing oversight and support to ensure collaboration is effective. In addition, San Joaquin County HSA and its partner agencies are committed to an interagency, multi-disciplinary approach to address the CSEC. This committee is also responsible for gathering and analyzing data, providing annual reports regarding the number of children served and identifying training needs. The roles and responsibilities outlined below are a combination of currently existing practices and new practices that will enhance a comprehensive and coordinated response to the CSEC in San Joaquin County; and
- b. Provide ongoing oversight and leadership to ensure the county agencies and partners effectively collaborate to better identify and serve youth who are at risk of or have been commercially sexually exploited, specifically:
  - 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 county;
- 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.

2. Members on the Interagency Committee:

a. The following parties agree to participate in the Interagency Committee and fulfill the responsibilities defined in this MOU:

- i. San Joaquin County Human Services Agency, Children's Services Bureau (Child Welfare Department);
- ii. San Joaquin County Probation Department;
- iii. San Joaquin County Behavioral Health Services;
- iv. San Joaquin County Public Health Services;
- v. San Joaquin County Juvenile Court;
- vi. District Attorney Office ;
- vii. Victim Witness Program;
- viii. Mary Graham Children's Shelter.

3. Each party will fulfill the following responsibilities as part of its work on the Interagency Committee under this MOU:

a. Appoint director or designee empowered to make decisions on behalf of the party to participate;

- i. Attend regularly scheduled meetings and participate collaboratively in committee;

- ii. Report on successes, barriers to providing services, and areas for improvement, including recommendations for adapting the Protocol and training needs/gaps;
    - iii. Provide aggregate data on identified CSEC including the numbers identified and the services accessed by those youth.
- 4. The following describes the specific roles and responsibilities of each party in the Interagency Committee:
  - a. Children's Services Bureau will be responsible for:
    - i. Convening and serving as lead agency of Interagency committee;
    - ii. Providing staff to coordinate the Interagency committee;
    - iii. Serving as lead agency in the development of the interagency protocol;
    - iv. Gathering aggregate data from the MDTs to present and analyze with Interagency Committee;
    - v. Developing a mechanism for tracking CSEC youth.
  - b. Juvenile Court will be responsible for:
    - i. Participation in the Interagency committee;
    - ii. Reviewing the interagency protocol.
  - c. All agencies who are a party to this MOU, with the exception of the Juvenile Court shall have the following roles and responsibilities:
    - i. Providing staff to participate with the Interagency committee;
    - ii. Participating in the development of the interagency protocol;
    - iii. Gathering aggregate data from the MDTs to present and analyze with Interagency Committee;
    - iv. Developing a mechanism for tracking CSEC youth.

### III. Identification

- A. Description of screening process to identify commercially sexually exploited children and youth and those at risk for such exploitation.

San Joaquin County Human Services Agency Children's Services Bureau is participating in a pilot program with the WestCoast Children's Clinic to collaborate in the pilot test of an identification tool for youth who have been commercially sexually exploited, are being commercially sexually exploited, or are at risk of becoming commercially sexually exploited. On July 30, 2015, WestCoast Children's Clinic conducted training on the CSE-IT tool for representatives from Children's Services, Probation, Women's Center Youth & Family Services and Behavioral Health Services.

1. The Commercial Sexual Exploitation - Identification Tool (CSE-IT) will be administered as a screening instrument as described in this MOU. All parties have received and reviewed a copy of the CSE-IT, including an overview of the tool, and understand the training required for use.
2. Children's Services has agreed to use the tool during the pilot phase in the Voluntary Family Maintenance, Permanent Placement and Treatment programs with all children age 10 and older.
3. Upon completion of the pilot, the CSE-IT tool will be considered for implementation across all Children's Services Bureau programs.
4. When working with youth who have potentially been exploited or abused, it is essential that professionals use a trauma informed approach. This requires understanding the impact that trauma may have on a youth's life and using interpersonal skills to ensure that interactions are supportive of recovery and not re-traumatizing. It's important to create a positive, trusting working relationship with youth prior to asking sensitive questions directly.

- B. Permissible and prohibited disclosure and uses of information/statements obtained during screening.

Children's Services staff who are administering the tool during the pilot period, agree that the information and statements obtained from the youth as part of the screening process will be maintained, disclosed and used only as follows and in accordance with all applicable state and federal laws and regulations.

- 1. All completed surveys during the pilot phase will be submitted electronically in de-identified form to WestCoast Children's Clinic for data collection and maintenance.
- 2. Confidential youth codes will be generated to maintain the confidentiality of the individual youth who is being screened.
  - a. Information gathered from the identification tool may be included into chronological notes or in court report documents; and
  - b. Information gathered from the identification tool may be provided to service providers as information included in the referral process; development of appropriate case plan objectives and activities, as well as the provision of adequate services.

#### **IV. Assessment**

- A. The above 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.
- B. San Joaquin County Behavioral Health Services or a contracted agency identified by them will be responsible for assessing children and youth who have been identified as victims of or at risk of commercially sexual exploitation and for tailoring the services and treatment to the children's needs and strengths. Behavioral Health Services or a contracted agency will be responsible for:
  - 1. Clinicians conducting mental health evaluation for foster youth;
  - 2. Clinicians conducting mental health evaluation;

3. Clinicians conducting comprehensive mental health evaluation;
  4. Clinicians conducting mental health evaluations in school-based health clinics;
  5. Clinicians conducting mental health evaluation in juvenile hall.
- C. The following parties have agreed to make a referral to Behavioral Health Services for assessment of an identified victim or a child at risk of commercial sexual exploitation under the following circumstances:
1. Children's Services Bureau:
    - a. When an allegation of abuse or neglect is investigated;
    - b. Upon a change in placement; and/or
    - c. Every six months to monitor progress.
  2. Probation Department:
    - a. When a child enters the juvenile detention facility;
    - b. Upon a change in placement; and/or
    - c. Every six months to monitor progress.
  3. Behavioral Health Services when a child is referred to mental health clinician for services.
- D. It is anticipated that a Child and Adolescent Needs and Strengths - Commercial Sexual Exploitation (CANS-CSE) version of the tool will be adopted as the assessment tool as described in this MOU. All parties will receive and review a copy of the CANS-CSE, including an overview of the tool, and those responsible for administering the tool will receive the training needed to administer the tool.
- E. Behavioral Health Services clinicians co-located in the Children's Services agency will be trained in the CANS-CSE tool and conduct the assessments. One of two contracted mental health providers in the county currently utilizes CANS and has agreed to adopt the CSE-version which will be utilized by BHS. The Behavioral Health or contracted clinicians will communicate the results of the assessment to the case carrying social worker and/or probation officer.
- F. When working with youth who have potentially been exploited or abused, it is essential that professionals use a trauma informed approach. This requires understanding the impact that trauma may have on a youth's life and using interpersonal skills to ensure that interactions are

supportive of recovery and not re-traumatizing. It's important to create a positive, trusting working relationship with youth prior to asking sensitive questions directly. The clinicians should inform the youth that the results of their assessment will be used to establish and enhance the services they receive.

- G. Permissible and prohibited disclosure and uses of information/statements obtained during assessment:

No party to this protocol shall, without written consent of the other party, communicate confidential information, designated in writing or identified in this protocol as such to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this protocol, the provisions of this paragraph shall continue to survive.

#### **V. Multidisciplinary Response**

- A. The parties agree to provide staff to participate in CSEC MDT meetings who 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 and commercially sexually exploited children/youth and those at risk for such exploitation. In order to sufficiently address needs from immediate identification through ongoing stabilization, a tiered multidisciplinary response, as described below may be employed. This approach includes:
1. Initial CSEC MDT (as soon as practicably possible but no longer than 7 business days), which may include the youth, family, and a full team of multidisciplinary professionals involved with the case where immediate safety risks may not be present.
  2. Ongoing CSEC MDTs, which may occur either on an individualized basis for each identified commercially sexually exploited youth, or in a broader case review setting, where multiple cases are reviewed on a regular basis by a set team of individuals.

The parties agree to develop and incorporate an Emergency CSEC MDT process by December 31, 2015. In the interim, it is anticipated that the existing emergency protocols of each entity will provide support for exigent needs of CSEC victims.

B. Members that will participate in the tiered multidisciplinary approach:

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

1. Required:

- a. Children's Services – Lead;
- b. Probation;
- c. Behavioral Health;
- d. Public Health.

2. Additional parties, including but not limited to the following, will be invited to participate in the MDTs, as applicable:

- a. Youth;
- b. Parents/Guardian;
- c. Caregiver/placement provider;
- d. Children's Dependency Attorney;
- e. District Attorney Office;
- f. Victim Witness Program;
- g. Educational representatives;
- h. Mary Graham Children's Shelter;
- i. Community Based CSEC Support Provider(s);
- j. Survivor advocates or mentors.

C. Initial CSEC Multidisciplinary Team:

1. Upon initial identification of a youth who is a suspected or identified victim of sexual exploitation or trafficking, the parties agree to coordinate and participate in an initial CSEC MDT following identification or disclosure by the youth.

a. Purpose of the Initial CSEC MDT:

- i. The Initial CSEC MDT is designed to engage the youth in the teaming approach, meet the team members, assess the youth, coordinate treatment and services, and plan for safety in non-emergency situations. This is an

appropriate response when there is not an immediate safety risk or emergency, but when an adult suspects or identifies that a child or youth is commercially sexually exploited.

- ii. Initial CSEC MDT will be coordinated by an identified CSEC social worker within Children's Services. The meeting will take place as soon as practicably possible by no longer than 7 business days. At this meeting, a team of individuals connected to the child's life to plan for the child's placement, safety, and well-being will gather for the MDT.

b. The circumstances that require an Initial CSEC MDT:

- i. A child discloses to an adult (e.g., social worker, clinician, teacher) that he/she is trading sex for food/shelter/clothing;
- ii. A child discloses to an adult (e.g., doctor, probation officer) that an adult is forcing him/her to have sex and turn over the profit;
- iii. A child discloses to an adult (e.g., doctor, probation officer) that he/she is trading sex to support a drug habit; or
- iv. The results of the identification/screening tool reveals that the child may be sexually exploited or at risk of sexual exploitation.

2. The following parties will be invited to participate in the Initial CSEC MDT (as applicable):

- a. Children's Services;
- b. Probation Department;
- c. Specially-trained CSEC Advocate;
- d. Public Health;
- e. Behavioral Health;
- f. Youth;
- g. Parents/Guardians;
- h. Children's Dependency Attorney;
- i. Mary Graham Children's Shelter;

- j. Community Based CSEC Support Provider(s);
- k. District Attorney;
- l. Victim Witness Program.

3. General responsibilities of the parties participating in the Initial CSEC MDT:

- a. The parties participating in an Initial CSEC MDT for a child or youth identified as commercially sexually exploited in a non-emergency situation are responsible for:

- i. Providing individual case-by-case collaboration with multiple child-serving agencies;
- ii. Engaging with youth and family/caregiver(s);
- iii. Ensuring basic needs are met such as food, shelter, and clothing;
- iv. Assessing and addressing immediate and long-term needs;
- v. Coordinating, monitoring, and adjusting service plan to achieve desired outcomes for individual youth;
- vi. Advising on appropriate placement;
- vii. Conducting safety plan once at the placement with parent/guardian/caregiver and document agreement:
  - (a) Ascertain the potential safety risks for the youth, the family, the providers;
  - (b) Identify trauma triggers that may cause a youth to engage in unsafe behavior such as substance use or returning to exploiter/the streets;
  - (c) List coping skills the youth can use to de-escalate;
  - (d) Decide on steps team members will take to prevent a trigger from occurring; and
  - (e) Delineate responsibilities of team members in the event a youth exhibits unsafe behavior, e.g. if a youth runs away, the parent/guardian will notify law enforcement and the social worker.

viii. Meaningfully involving youth in planning and decision-making.

4. During the Initial CSEC MDT, the social worker, probation officer and/or the CSEC Advocate will constantly keep the youth abreast of the series of events happening around him/her and involve him/her in discussions about safety planning and placement.

D. Ongoing CSEC Multidisciplinary Team:

1. The parties agree that youth who are identified victims of sexual exploitation or trafficking require ongoing multidisciplinary team support to monitor the youth and ensure his/her needs are adequately addressed.

a. Purpose of the Ongoing CSEC MDT:

Hold a standing meeting with the public agencies and community partners serving commercially sexually exploited children in San Joaquin County to monitor all identified and suspected cases of commercial sexual exploitation, identify trends and challenges, and coordinate services and supports for the children.

b. The following parties will be invited to participate in the Ongoing CSEC MDT, as applicable:<sup>1</sup>

- i. Children's Services;
- ii. Probation Department;
- iii. Specially-trained CSEC Advocate;
- iv. Public Health;
- v. Behavioral Health;
- vi. Youth;
- vii. Parents/Guardians;
- viii. Children's Dependency Attorney, if applicable;
- ix. District Attorney;
- x. Victim Witness Program;

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<sup>1</sup> Note that participants will vary based on whether the ongoing MDT is individualized for each youth

- xi. Educational representative Mary Graham Children’s Shelter;
- xii. Community Based CSEC Support Provider(s);

c. Specific responsibilities for each agency under the Ongoing CSEC MDT:

The parties agree that under the above circumstances the CSEC MDT may need to convene additional meetings with the youth to address any issues that arise:

- i. Children’s Services, the lead agency, will schedule a meeting and coordinate with other team members; and
- ii. Team will complete the following steps at an ongoing MDT meeting:
  - (a) Identify the reason for calling the meeting;
  - (b) Discuss strategies for addressing the issue; and
  - (c) If necessary, complete the following:
    - (i) Discuss potential changes in placement; and
    - (ii) Review and amend safety plan.

d. Identify the circumstances that trigger ongoing CSEC MDT meetings.

In addition to the statutorily required contact that parties have with youth under their jurisdiction, an ongoing MDT meeting for an identified CSEC should occur:

- i. Once a month;
- ii. When a youth runs away from or returns to placement/home/shelter; and
- iii. When a youth prepares to testify in court case against exploiter/purchaser.<sup>2</sup>

2. During the Ongoing CSEC MDT, the case carrying social worker, probation officer and/or the CSEC Advocate will constantly keep the youth abreast of the series of events happening around him/her and involve him/her in discussions about safety planning and placement. Prior to attending the meeting, it will be explained that the meeting is voluntary and the youth will have a voice in the decision making process.

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<sup>2</sup> Note that some of these situations may also warrant an immediate response.

## **VI. Long-term support and stabilization**

- A. These protocols are being developed in collaboration with agencies that are also invested in addressing the CSEC youth within San Joaquin County. If Children's Services has jurisdiction and/or an open case with a CSEC youth, long term support will be established through ongoing contact with the youth and family to establish a safety network. Concerted efforts have been made by all agencies listed as participating in this MOU to maintain safety for a CSEC youth for the period of time the case is open. There will come a time in a CSEC youth's life where none of these agencies will be directly involved. It's at these times that it will be important to educate the CSEC youth on the steps to take to re-engage one or more of these agencies for services; as well as strengthen the natural support of healthy and support adults in the life of the CSEC victim.
- B. CSEC Dependents and CSEC non-minor dependents will receive all of the case management services that are offered to non-CSEC youth as well.

## **VII. Information Sharing and confidentiality**

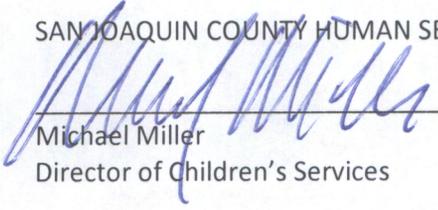
No party to this protocol shall, without written consent of the other party, communicate confidential information, designated in writing or identified in this protocol as such to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this protocol, the provisions of this paragraph shall continue to survive.

## **VIII. General Provisions**

This protocol may be modified in writing only, signed by the parties in interest at the time of modification.

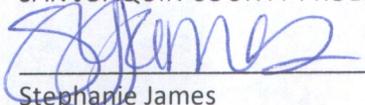
In witness whereof the parties hereto have executed this Memorandum of Understanding. Where applicable the undersigned state that this Memorandum of Understanding has been reviewed by their legal counsel and such legal counsel has approved the MOU as to form and legality.

SAN JOAQUIN COUNTY HUMAN SERVICES AGENCY



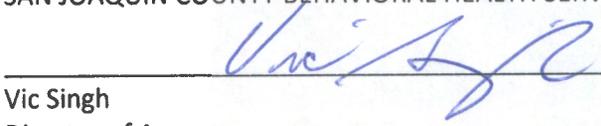
Michael Miller  
Director of Children's Services

SAN JOAQUIN COUNTY PROBATION DEPARTMENT



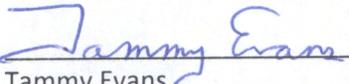
Stephanie James  
Chief Juvenile Probation Officer

SAN JOAQUIN COUNTY BEHAVIORAL HEALTH SERVICES



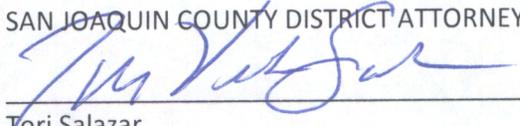
Vic Singh  
Director of Agency

SAN JOAQUIN COUNTY PUBLIC HEALTH SERVICES



Tammy Evans  
Director of Agency

SAN JOAQUIN COUNTY DISTRICT ATTORNEY'S OFFICE



Tori Salazar  
District Attorney

JUVENILE COURT OF SAN JOAQUIN COUNTY

Judge Michael Coughlan  
Presiding Judge