

SANTA CLARA COUNTY PROTOCOL AND MEMORANDUM OF UNDERSTANDING FOR COMMERCIALY SEXUALLY EXPLOITED CHILDREN

Memorandum of Understanding/Protocol (hereinafter MOU) among the Santa Clara County Department of Family and Children's Services, the Probation Department, the Behavioral Health Services Department, and the Public Health Department as to Santa Clara County's Commercially Sexually Exploited Children (CSEC) Program.

WHEREAS, an individual who is a commercially sexually exploited or sexually trafficked child, as described in Section 236.1 of the California Penal Code, or who receives food or shelter or anything of value 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 Santa Clara County's Department of Family and Children's Services (hereinafter DFCS) pursuant to California Welfare and Institutions Code Section 300(b)(2); and

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

WHEREAS, the signed parties agree to comply with the requirements of the CSEC Program to serve all children without regard to their race, religion, ethnicity, sexual orientation, gender identity, language preference and/or immigration status; and

WHEREAS, the signed parties to this MOU have developed this MOU to guide Santa Clara County's approach to serving CSEC; and

WHEREAS, the signed parties to this MOU agree to abide by the most current Santa Clara County Law Enforcement Protocol to Address Commercially and Sexually Exploited Children; and

WHEREAS, the MOU reflects a 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. Should not be criminalized.

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B. Responses to CSEC should be:

1. Victim-centered,
2. Trauma-informed,
3. Strengths-based,
4. Developmentally appropriate,
5. Culturally, linguistically, and LGBTQ responsive, humble and affirming,
6. Focused on maintaining the victim in the home so long as safety is not a concern,
7. Committed to active efforts that engage CSEC early and often,
8. Multidisciplinary, individualized, flexible, and timely, and
9. Data-informed and outcome driven.

C. Each signed party's 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,
4. Address unique physical and emotional safety considerations, including vicarious trauma of staff, caregivers, and other relevant support persons, and
5. Be data-informed and outcome driven.

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

WHEREAS, the signed 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 MDT within the county to allow provider

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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 signed 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, all 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 responsibilities of each of the signed 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 signed parties of this MOU set forth the following as the terms and conditions of their understanding:

I. STEERING COMMITTEE

A. Description of the Steering Committee to oversee the CSEC Program

1. In order to ensure Santa Clara County effectively implements the CSEC Program, the signed parties agree to form a Steering Committee. The CSEC Steering Committee shall:
 - a. Provide ongoing oversight and leadership to ensure the county agencies and partners effectively collaborate to better identify

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and serve youth who are at risk of or have been commercially sexually exploited, specifically:

- i. Develop the MOU,
 - ii. Implement the MOU,
 - iii. Oversee implementation of the MOU,
 - iv. Collect and analyze aggregate data related to the MOU in order to make data and outcome driven decisions and recommendations,
 - v. Revise the MOU as needed on an ongoing basis,
 - vi. Assess the sufficiency of CSEC-specific resources in the county,
 - vii. Identify necessary training and ensure such training occurs, and
 - viii. Provide an annual report to the State in compliance with state and federal requirements.
2. The following signed parties agree to participate in the Steering Committee and fulfill all the responsibilities defined in this MOU:
 - a. Department of Family and Children's Services,
 - b. Probation Department,
 - c. Behavioral Health Services Department – Mental Health, and
 - d. Public Health Department.
 3. The following parties may also participate in the Steering Committee, make referrals of CSEC, and/or request the provision of services for CSEC:
 - a. Juvenile Courts,
 - b. District Attorney's Office,
 - c. Public Defender's Office,
 - d. Law Enforcement Agencies,
 - e. Children's Dependency Counsel,
 - f. CSEC Advocate(s),
 - g. Adult survivor of childhood sexual exploitation,
 - h. Other parties, as deemed appropriate by the Steering Committee.
 4. Each signed party will fulfill the following responsibilities as part of its work on the Steering Committee under this MOU:

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- a. Appoint a director or designee empowered to make decisions on behalf of the party to participate;
 - b. Attend regularly scheduled meetings and participate collaboratively in the Steering Committee;
 - c. Report on successes, barriers to providing services, and areas for improvement, including recommendations for adapting the MOU and training needs/gaps; and
 - d. Provide aggregate data on identified CSEC, including the numbers screened and identified as CSEC and the services accessed by those children.
5. The following describes the additional roles and responsibilities of the Department of Family and Children's Services and the Probation Department in the Steering Committee:
- a. Department of Family and Children's Services will be responsible for:
 - i. Convening and serving as lead agency of the Steering Committee;
 - ii. Providing staff to coordinate the Steering Committee; and
 - iii. Gathering aggregate data from the MDTs to present and analyze with the Steering Committee.
 - b. Probation Department will be responsible for:
 - i. Providing staff to participate in the Steering Committee; and
 - ii. Gathering aggregate data from the MDTs for submission to DFCS for aggregation and presentation to Steering Committee.

II. IDENTIFICATION

- A. The signed parties to this MOU agree that it is in the youth's best interest to limit unnecessary and/or duplicative screenings. Accordingly, the signed parties will develop processes to ensure that the youth who is involved with screening by more than one of the signed parties is not subjected to duplicative screenings.

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- B. The following parties are responsible for identifying whether a youth has been commercially sexually exploited, is being commercially sexually exploited, or is at risk of becoming commercially sexually exploited:
1. Department of Family and Children's Services
 - a. Child abuse hotline staff,
 - b. Emergency response investigators,
 - c. Case carrying social workers,
 - d. Staff at the Receiving and Assessment Intake Center (RAIC), and
 2. Probation Department
 - a. Juvenile Hall intake staff,
 - b. Deputy probation officers – juvenile services.
 3. Physical Health
 - a. Emergency Department/Room medical professionals, including physicians and nurses, and
 - b. Teen clinic medical professionals, and
 - c. Public health nurses serving clients 10 and older in the community.
 4. Behavioral Health Services Department County-Operated and Contractors providing behavioral health services to children ages 10 and older.
- C. The following parties agree to screen for sexual exploitation under the following circumstances:
1. Department of Family and Children's Services: All children age 10 and above who are any one or more of the following:
 - a. Chronically on the run,
 - b. Living in the same home in which another child is identified as having been exploited,
 - c. Brought to the Receiving and Assessment Intake Center by law enforcement or child welfare personnel,
 - d. Returning from runaway,
 - e. Using illicit substances,
 - f. Involved in an interaction with law enforcement,

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- F. Each of the parties agreeing to pilot and/or utilize any screening instrument will receive and review the screening instrument prior to its approval by the Steering Committee.
- G. The Commercial Sexual Exploitation - Identification Tool (CSE-IT) will be piloted as a screening instrument as described in this MOU. All signed parties have received and reviewed a copy of the CSE-IT, including an overview of the tool, and understand the training required for use.
- H. For those agencies and staff not administering the CSE-IT, questions designed to identify whether the youth has been commercially sexually exploited, is being commercially sexually exploited, or is at risk of becoming commercially sexually exploited will be incorporated into the established procedure of each respective agency.
- I. The signed parties conducting the screening will communicate a script previously approved by County Counsel and the Steering Committee to the youth, and inform him/her about information sharing, confidentiality, and access to records before the screening.
- J. The signed parties agree that the information and statements obtained from the youth as part of the screening process will be maintained, disclosed, and used only in accordance with all applicable state and federal laws and regulations, and utilized in accordance with established policies and procedures.
- K. Any breaches or suspected breaches of confidentiality related to a dependent of the court or a ward of the court will be cross-reported immediately to each impacted department so there is no delay in the impacted department's ability to meet its statutory reporting obligations. Such breaches or suspected breaches, to the extent it is legally permissible to do so, shall be reviewed by the impacted department and the Department of Family and Children's Services, and any involved departments will work together to develop and implement a corrective action plan.

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III. ASSESSMENT

- A. The signed parties agree to utilize an assessment tool to assess the needs and strengths of the youth as follows:
1. The parties may choose an assessment instrument that has been approved by the Behavioral Health Services Department – Mental Health, which may or may not be identified in this MOU, upon approval by the Steering Committee.
 2. Each of the parties agreeing to pilot and/or utilize any instrument will receive and review the assessment instrument prior to its approval by the Steering Committee.
 3. The Child and Adolescent Needs and Strengths - Commercial Sexual Exploitation (CANS-CSE) assessment tool will be administered as described in this MOU. All signed parties have received and reviewed a copy of the CANS-CSE, including an overview of the tool and understand the training needed to administer the tool.
- B. The signed parties agree that:
1. The assessment of an exploited youth's needs and strengths must take place within 30 days of confirming identification of the youth as a victim of, or at risk of commercial sexual exploitation.
 2. It is in the youth's best interest to limit unnecessary and/or duplicative assessments. Accordingly, the signed parties will develop processes to ensure that assessments are streamlined and limited when appropriate.
- C. The following parties are responsible for assessing children and youth who have been identified as victims of, or at risk of victimization of, commercial sexual exploitation:
1. Behavioral Health Services Department – Mental Health
 - a. Clinicians conducting mental health evaluations,
 - b. Clinicians located at juvenile hall, and
 - c. Clinicians assigned to child welfare involved services.
 2. Community-based provider contracted to provide CSEC assessment, services, and support.

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- D. The following parties must assess an identified victim or a child at risk of commercial sexual exploitation under the following circumstances:
 - 1. Behavioral Health Services Department – Mental Health: When a child is referred to a mental health clinician for services.
 - 2. Community-based provider: When a child is referred to the CSEC Program for assessment and services.

- E. The signed parties agree that the information and statements obtained from the youth as part of the assessment process will be maintained, disclosed, and used only in accordance with all applicable state and federal laws and regulations, and utilized in accordance with established policies and procedures.

- F. Any breaches or suspected breaches of confidentiality related to a dependent of the court or a ward of the court will be cross-reported immediately to each impacted department so there is no delay in the impacted department's ability to meet its statutory reporting obligations. Such breaches or suspected breaches, to the extent it is legally permissible to do so, shall be reviewed by the impacted department and the Department of Family and Children's Services, and any involved departments will work together to develop and implement a corrective action plan.

IV. MULTIDISCIPLINARY RESPONSE

- A. 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 and commercially sexually exploited children and those at risk for such exploitation. In order to sufficiently address a commercially sexually exploited child's needs from identification through ongoing stabilization, a three-tiered multidisciplinary response, as described below, may be employed. This approach includes:

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1. *Immediate/Crisis Response (ICR) MDT*, which involves both a rapid response within two (2) hours of the referral as well as intensive, ongoing support through the first 72 hours after identification;
 2. *Initial MDT*, which includes convening a team within 10 days of the referral to address the youth's needs where immediate safety risks may not be present; and
 3. *Ongoing MDT*, which includes ongoing case planning and coordination. The Ongoing MDT will occur on an individualized basis for each identified commercially sexually exploited child.
- B. CSEC Coordinator: The Department of Family and Children's Services will assign a Social Work Coordinator to serve as the CSEC Coordinator who will be responsible for organizing the list of youth identified as sexually exploited in Santa Clara County and the members of the youth's MDTs. The CSEC Coordinator will coordinate and chair MDTs as needed, track data from the MDTs, provide support to Social Workers on CSEC cases, work on a data sharing warehouse, and update the Steering Committee. The CSEC Coordinator will attend the Safety Net/Process MDT and Steering Committee meetings.
- C. The following parties agree to participate in the MDTs pursuant to California Welfare and Institutions Code Section 16524.7 and fulfill their responsibilities as defined in this MOU:
1. Required:
 - a. Department of Family and Children's Services (Lead),
 - b. Probation,
 - c. Mental Health,
 - d. Substance Abuse/Behavioral Health Practitioner, and
 - e. Public Health/Health Practitioner.
 2. The Steering Committee, or its designee(s), is responsible for identifying non-required parties, as appropriate, to serve on the three tiers of MDTs. Together the agencies represented on the Steering Committee, or its designee(s), will determine whether to include

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additional parties and which to include in the MDTs in order to most effectively meet the unique needs of the youth. As the lead agency, DFCS will be responsible for extending invitations to optional parties which may include, but are not limited to, the following:

- a. Youth,
- b. Parents/Guardians,
- c. Caregiver/placement provider,
- d. Youth's Dependency Attorney,
- e. Law Enforcement,
- f. Education provider,
- g. Adult survivor of childhood sexual exploitation
- h. CSEC Advocate(s), and
- i. Other service providers.

D. ICR MDT. The parties agree that children who are suspected or identified victims of sexual exploitation and where an imminent risk to safety is present, require an immediate crisis response including initial engagement within two (2) hours, a child abuse investigation, and intensive services through the first 72 hours to stabilize them.

1. Purpose of the ICR MDT: Provide a MDT trained on CSEC to each child identified as exploited to immediately engage and stabilize the child, and develop a treatment plan that meets his/her needs in a coordinated manner, including:
 - a. Responding to the child's location within two (2) hours,
 - b. Providing individual case-by-case collaboration with multiple child-serving agencies,
 - c. Engaging with youth and family/caregiver(s), if appropriate,
 - d. Ensuring basic needs are met, such as food, shelter, and clothing,
 - e. Assessing and addressing immediate and long-term needs,
 - f. Coordinating, monitoring, and adjusting service plan to achieve desired outcomes for individual youth,
 - g. Advising on appropriate placement,
 - h. Developing the safety plan and implementing it once placement with the parent/guardian/caregiver is completed,

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- i. Ascertaining the potential safety risks for the youth, the family, and/or the providers,
 - j. Identifying trauma triggers,
 - k. Teaching specific de-escalation techniques for identified triggers,
 - l. Deciding on steps team members will take to prevent a trigger from occurring,
 - m. Delineating and documenting responsibilities of team members in the event a youth exhibits unsafe behavior,
 - n. Meaningfully involving youth in planning and decision-making, and
 - o. Engaging in collaborative discussion to determine an appropriate approach to a youth who may not identify themselves as a victim or high risk.
2. Circumstances requiring an ICR MDT include but are not limited to:
- a. Any DFCS staff suspects or confirms that a child is the victim of sexual exploitation or sex trafficking and there is an immediate safety concern;
 - b. Any Probation Officer requests CSEC Program support for a youth involved in, or diverted from, the Juvenile Justice System, are suspected or confirmed as victims of commercial sexual exploitation, and there is an immediate safety concern;
 - c. Any law enforcement places an identified or suspected commercially sexual exploited child into protective custody and brings the child to the RAIC without initiating the Santa Clara County Joint Response protocol;
 - d. Any law enforcement suspects or identifies a youth as a victim of sexual exploitation and requests CSEC program support for the youth, pursuant to the Santa Clara County Law Enforcement Protocol to Address Commercially and Sexually Exploited Children; and/or
 - e. Any medical professional, including, but not limited to, members of the Sexual Assault Response Team (SART) at Valley Medical Center, requests CSEC program support for a youth being treated.

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3. Parties required to participate in the ICR MDT:
 - a. Department of Family and Children's Services,
 - b. Probation Department, if the youth is a ward or in the dually-involved caseload, and
 - c. CSEC Advocate(s).
 - d. Optional parties in the ICR MDT, as identified below:
 - i. A Health Practitioner, as determined by the needs of the youth,
 - ii. A Behavioral Health Practitioner to support mental health services and substance use services and needs, as determined by the needs of the youth,
 - iii. Youth, if available and willing,
 - iv. Parent(s)/legal guardian(s)/caregiver(s),
 - v. Law enforcement, as determined by the needs of the youth, and at the discretion of law enforcement, and
 - vi. Other service providers, as needed.

4. Responsibilities for each required party under the ICR MDT:
 - a. Department of Family and Children's Services:
 - i. Child Abuse and Neglect Center (CANC):
 - 1) Discern whether a referral involves an allegation related to commercial sexual exploitation of one or more children.
 - 2) Assess the risk of harm and immediate safety concern in an effort to identify the speed of the in-person response, either Joint Response, Immediate/Crisis (2-hour) or Initial (10-day),
 - 3) If the youth is a suspected commercially sexually exploited child and determined to be at imminent or immediate risk of harm, in addition to following internal protocols, create a referral in CWS/CMS and:
 - a) Determine whether youth is a ward or in the dually-involved caseload,
 - b) Contact Juvenile Hall Screening Desk to inform of open referral and designated response time if the youth is a ward or in the dually-involved caseload, and

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- c) Contact a CSEC Advocate to respond to the youth's location (if unable to confirm whether law enforcement has already contacted a CSEC Advocate).
- ii. Social Worker Responding to CSEC Referral:
 - 1) If Joint Response Protocol activated, respond to youth's location within ½ an hour, pursuant to established protocol.
 - 2) If Joint Response Protocol not activated, but immediate response is required, respond to the youth's location within two (2) hours when the youth:
 - a) Is not currently under the jurisdiction of any agency, but is alleged to be the victim of sexual exploitation and is in imminent danger of harm, or
 - b) Is a dependent pursuant to Welfare and Institutions Code Section 300 and there is an immediate safety concern, or
 - c) Has been placed into protective custody by law enforcement and is alleged to be the victim of sex trafficking and/or sexual exploitation, or
 - d) Is a ward and there is an immediate safety concern.
 - 3) Conduct child abuse investigation, and explore options to safely divert youth from out-of-home placement.
 - 4) Participate in the ICR MDT to:
 - a) Decide on a temporary placement, if needed,
 - b) Transport the child to the temporary placement or to the RAIC while placement is being sought,
 - c) Create a safety plan,
 - d) Contact CSEC Public Health Nurse (PHN) to coordinate the appointment for a comprehensive medical examination within 72 hours for youth not in juvenile hall or in the Enhanced Ranch Program, and
 - e) Engage the youth utilizing trauma-informed methods and supportive measures consistent with their needs and strengths.

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- iii. CSEC Coordinator, if available:
 - 1) Identify necessary participants of MDT,
 - 2) Notify ICR MDT participants regarding the case,
 - 3) Schedule ICR MDT meeting within 10 days of referral and assemble required parties, and
 - 4) Facilitate the ICR MDT meeting, as required.
- b. Probation Department:
 - i. Respond to location where youth is found within 2 hours when:
 - 1) The youth is a ward, or
 - 2) The youth is in dually-involved caseload.
 - 3) If neither #1 nor #2 apply, the participation of the Probation Department is optional.
 - ii. If necessary, request DFCS initiate the ICR MDT.
 - iii. Participate in the ICR MDT to:
 - 1) Decide on a temporary placement, if needed,
 - 2) Transport the child to the temporary placement, if necessary,
 - 3) Create a safety plan,
 - 4) Coordinate the scheduling of a comprehensive medical examination within 72 hours of referral for a youth in custody so long as the exam does not cause a delay in the release of the youth from custody.
 - 5) Coordinate with CSEC Public Health Nurse to schedule a comprehensive medical examination for a youth not in custody when Probation is the lead agency for a dual status youth in the dually-involved caseload to ensure an exam is available within 72 hours of the referral,
 - 6) Provide intensive supervision and support for 72 hours, and
 - 7) Engage the youth utilizing trauma-informed methods and supportive measures consistent with their needs and strengths.
- c. CSEC Advocate:
 - i. Respond to location where youth is found within 90 minutes of being contacted,

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- ii. Provide a humanitarian bag, which includes a change of clothes, hygiene products, snacks, water, a pen, and a journal,
 - iii. Engage the child and build rapport, and
 - iv. Participate in the ICR MDT to:
 - 1) Decide on a temporary placement,
 - 2) Go to the decided upon temporary placement,
 - 3) Conduct a safety plan, and
 - 4) Provide intensive supervision and support for 72 hours.
5. General Guidelines for Information-Sharing: This MOU does not serve as a protocol for information sharing in the MDT meetings. Before implementation, specific protocols related to how and what information can be shared, obtaining consent, and recording and storing information shared will be developed in conjunction with the County Counsel's Office.
- a. All parties agree that the information and statements obtained as part of the MDT meetings will be maintained, disclosed and used only in accordance with all applicable state and federal laws and regulations and utilized in accordance with established policies and procedures.
 - b. Any breaches or suspected breaches of confidentiality related to a dependent of the court or a ward of the court will be cross-reported immediately to each impacted department so there is no delay in the impacted department's ability to meet its statutory reporting obligations. Such breaches or suspected breaches, to the extent it is legally permissible to do so, shall be reviewed by the impacted department and the Department of Family and Children's Services, and any involved departments will work together to develop and implement a corrective action plan.
 - c. At the beginning of the MDT, the youth will be advised by the CSEC Coordinator or another designated member of the MDT that confidential information about him/her will be shared

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among the persons present. Any discussion or written information produced during the MDT process is confidential, and testimony concerning the discussion is inadmissible in any criminal, civil, or juvenile court proceeding. The youth will be told what is discussed during the meeting cannot be used to punish or incriminate them, but it may be used to determine whether it is necessary to place them into the temporary custody of either Probation or DFCS to ensure their safety.

- E. **Initial (Non-Crisis) MDT Response:** Not all children who are suspected or identified victims of sexual exploitation or trafficking will be in imminent danger and require an ICR MDT. For these non-urgent situations, the parties agree to coordinate and participate in an Initial MDT.
1. Purpose of the Initial MDT: The Initial MDT is designed to engage the child within 10 days of the referral, introduce the child to team members, assess the child, coordinate treatment and services, and plan for safety in non-urgent situations, including:
 - a. Assembling within 10 days, a team of individuals connected to the child's life to plan for the child's placement, safety, and well-being,
 - b. Orienting the youth and family to the MDT approach,
 - c. Providing individual case-by-case collaboration with multiple child-serving agencies,
 - d. Engaging with youth and family/caregiver(s), if appropriate,
 - e. Ensuring basic needs are met such as food, shelter, and clothing,
 - f. Assessing and addressing immediate and long-term needs,
 - g. Coordinating the service plan to achieve desired outcomes for individual youth,
 - h. Advising on appropriate placement,
 - i. Conducting safety plan once at the placement with parent/guardian/caregiver, including:
 - i. Ascertaining the potential safety risks for the youth, the family, and/or the providers,

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- ii. Identifying trauma triggers that may cause a youth to engage in unsafe behavior, such as substance use or returning to the exploiter/streets,
 - iii. Listing coping skills the youth can use to de-escalate,
 - iv. Deciding on steps team members will take to prevent a trigger from occurring,
 - v. Delineating and documenting 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 and the survivor mentor will text the youth to maintain communication), and
 - vi. Meaningfully involving youth in planning and decision-making.

2. Circumstances requiring an Initial MDT: An Initial MDT meeting will occur within 10 days of the referral and is an appropriate response when there is not an immediate safety risk, but when an adult suspects or identifies that a youth is commercially sexually exploited. This includes, but is not limited to, the disclosures described below:
 - a. A child discloses to an adult (e.g., social worker, clinician, teacher) that he/she is trading sex for food/shelter/clothing, or anything of value, or
 - b. A child discloses to an adult (e.g., doctor, probation officer) that someone is forcing him/her to have sex for money, or
 - c. A child discloses to an adult (e.g., doctor, probation officer) that he/she is trading sex for drugs.

3. Parties participating in the Initial MDT: The parties agree in convening a team to discuss the youth's safety and available services, consideration is to be given to whether the youth has acknowledged the exploitation and/or identifies as being victimized. As such, it may be necessary for the Initial MDT to meet without the presence of the youth in order to determine the best approach to engage the youth in a subsequent MDT meeting and minimize the

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risk of alienating the youth. The following parties may participate in the Initial MDT as defined below:

- a. Department of Family and Children's Services, as a required participant,
 - b. Probation Department, if youth is a ward or in the dually-involved caseload, as a required participant,
 - c. CSEC Advocate(s), as a required participant,
 - d. A Health Practitioner, as determined by the needs of the youth,
 - e. A Behavioral Health Practitioner to support mental health services and substance use services and needs, as determined by the needs of the youth,
 - f. Youth, if available and willing,
 - g. Parent(s)/legal guardian(s)/caregiver(s), as needed,
 - h. Law enforcement, as determined by the needs of the youth, and at the discretion of law enforcement,
 - i. Adult survivor of childhood sexual exploitation as determined by the needs of the youth, and
 - j. Other service providers, as needed.
4. Responsibilities for each party under the Initial MDT: In accordance with applicable privacy laws and practices, each party will participate in the Initial MDT and be responsible for the following:
- a. Department of Family and Children's Services:
 - i. CANC:
 - 1) Discern whether a referral involves an allegation related to commercial sexual exploitation of one or more children.
 - 2) Assess the risk of harm and immediate safety concern in an effort to identify the speed of the in-person response, either Joint Response, Immediate/Crisis (2-hour) or Initial (10-day).
 - 3) If suspected commercially sexually exploited child, and not at immediate or imminent risk of harm, create a referral in CWS/CMS and:

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- a) Determine whether youth is a ward or in the dually-involved caseload,
 - b) Contact Juvenile Hall Screening Desk to inform of open referral and designated response time if the youth is a ward or in the dually-involved caseload, and
 - c) Contact a CSEC Advocate to respond to the youth's location unless already contacted by law enforcement.
- ii. Social Worker Responding to the CSEC Referral:
- 1) Conduct child abuse investigation within 10 days when the youth is:
 - a) A dependent pursuant to Welfare and Institutions Code Section 300 and there is no immediate safety concern, or
 - b) Not currently under the jurisdiction of any agency, is not in protective custody, but is alleged to be the victim of abuse, neglect, or exploitation and there is no immediate safety concern.
 - 2) Conduct child abuse investigation, and explore options to safely divert youth from out-of-home placement.
 - 3) Participate in the Initial MDT to:
 - a) Decide on a temporary placement, if needed,
 - b) Transport the child to the temporary placement or to the RAIC while placement is being sought,
 - c) Create a safety plan,
 - d) If not already completed, contact CSEC PHN to coordinate the appointment for a comprehensive medical examination for youth not in juvenile hall or in the Enhanced Ranch Program,
 - e) Consider strengths and needs of the youth in collaboration with other provider agencies, and
 - f) Engage the youth utilizing trauma-informed methods and supportive measures consistent with their needs and strengths.

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- iii. CSEC Coordinator:
 - 1) Identify necessary participants of MDT,
 - 2) Notify Initial MDT participants regarding the case,
 - 3) Schedule Initial MDT meeting within 10 days of referral and assemble required parties, and
 - 4) Facilitate the Initial MDT meeting, as required.

- iv. Probation Department:
 - 1) Attend the Initial MDT meeting if the youth is a ward or assigned in the dually-involved caseload.
 - 2) Participate in the MDT meeting to:
 - a) Decide on temporary placement in cases where youth is in the dually-involved caseload, is not in protective custody, and JPD is the Lead Agency,
 - b) Transport the child to the placement,
 - c) Conduct a safety plan, and
 - d) Consider strengths and needs of sexually exploited youth in collaboration with other provider agencies.
 - 3) Engage the youth utilizing trauma informed methods and supportive measures consistent with their needs and strengths.

- v. CSEC Advocate:
 - 1) Whenever possible, meet with the youth prior to the MDT meeting and provide peer counseling.
 - 2) If needed, provide a humanitarian bag, which includes a change of clothes, hygiene products, snacks, water, a pen, and a journal.
 - 3) Participate in the Initial MDT meeting to:
 - a) Provide input on temporary placement, if necessary
 - b) Go to decided-upon placement, if necessary
 - c) Engage the child and build rapport,
 - d) Conduct a safety plan,
 - e) Assist the youth in developing goals, and

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- f) Provide support to the youth, including linkages to resources.
- vi. Health Practitioner:
 - 1) If available, obtain and review results of medical examination(s), and if concerns regarding medical care/treatment exist, participate in MDT to discuss access to treatment.
 - 2) Provide information related to reproductive and sexual health, including access to contraceptives, HIV prophylaxis, and treatment for STIs/STDs.
- vii. Behavioral Health Practitioner:
 - 1) Oversee and facilitate the provision of assessment, case management, support, therapeutic, and substance abuse services.
 - 2) Provide assessment, support and therapeutic services for youth.
- 5. General Guidelines for Information-Sharing: This MOU does not serve as a protocol for information sharing in the MDT meetings. Before implementation, specific protocols related to how and what information can be shared, obtaining consent, and recording and storing information shared will be developed in conjunction with the County Counsel's Office.
 - a. The signed parties agree that the information and statements obtained as part of the MDT will be maintained, disclosed, and used only in accordance with all applicable state and federal laws and regulations, and utilized in accordance with established policies and procedures.
 - b. Any breaches or suspected breaches of confidentiality related to a dependent of the court or a ward of the court will be cross-reported immediately to each impacted department so there is no delay in the impacted department's ability to meet its statutory reporting obligations. Such breaches or suspected

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breaches, to the extent it is legally permissible to do so, shall be reviewed by the impacted department and the Department of Family and Children's Services, and any involved departments will work together to develop and implement a corrective action plan.

- c. At the beginning of the MDT, the youth will be advised by the CSEC Coordinator or another designated member of the MDT that confidential information about him/her will be shared among the persons present. Any discussion or written information produced during the MDT process is confidential, and testimony concerning the discussion is inadmissible in any criminal, civil, or juvenile court proceeding. The youth will also be told that what is discussed during the meeting cannot be used to punish or incriminate them, but it may be used to determine whether it is necessary to place them into the temporary custody of the either Probation or DFCS to ensure their safety.

F. Ongoing MDT Response. The parties agree that children who are identified victims of sexual exploitation or trafficking require ongoing MDT support to monitor the youth and ensure his/her needs are adequately addressed.

1. Purpose of the Ongoing MDT: Ongoing MDTs will be held on an individualized basis with each youth identified as commercially sexually exploited to monitor and support the youth and his/her family as the youth stabilizes, including:
 - a. Further refining the case plan of the youth,
 - b. Discussing strategies for addressing identified issues (if any), and
 - c. If necessary, completing the following:
 - i. Discussing potential changes in placement, and
 - ii. Reviewing and amending the safety plan.
2. Circumstances triggering an Ongoing MDT: In addition to the statutorily required contact that parties have with youth under their

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- jurisdiction, an individualized, Ongoing MDT meeting for an identified commercially sexually exploited child should occur under the following circumstances, which include, but are not limited to:
- a. Within 30 days of the ICR or Initial MDT,
 - b. Once every 30 days following the ICR or Initial MDT, if necessary, and depending on the needs of the youth,
 - c. When a youth runs away from a placement/home/shelter,
 - d. When a youth is facing an emotionally difficult situation and it is determined extra support is needed,
 - e. When a youth is newly charged with a crime,
 - f. When a youth disengages from services,
 - g. When the youth is in crisis (i.e., hospitalization), and/or
 - h. As requested by any individual/member of the MDT working with the youth.
3. The following parties may participate in the Ongoing MDT as defined below:
- a. Department of Family and Children's Services, as a required participant,
 - b. Probation Department, if youth is a ward or in the dually-involved caseload, as a required participant,
 - c. CSEC Advocate(s), as a required participant,
 - d. A Health Practitioner, as determined by the needs of the youth,
 - e. A Behavioral Health Practitioner to support mental health services and substance use services and needs, as determined by the needs of the youth,
 - f. Youth, if available and willing,
 - g. Parent(s)/legal guardian(s)/caregiver(s), as needed,
 - h. Law enforcement, as determined by the needs of the youth, and at the discretion of law enforcement,
 - i. Adult survivor of childhood sexual exploitation, as determined by the needs of the youth, and
 - j. Other service providers, as needed.
4. Responsibilities for each party under the Ongoing MDT: In accordance with applicable privacy laws and practices, each party

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will participate in the Ongoing MDT meeting and be responsible for the following:

- a. Department of Family and Children's Services:
 - i. Serve as the lead agency,
 - ii. Schedule and assemble the team members when one of the circumstances above occurs,
 - iii. Appoint someone to facilitate the meeting,
 - iv. Consult the youth as to whether he/she wants to participate,
 - v. Facilitate the MDT, as required, and
 - vi. Discuss and refine the ongoing plan, including, but not limited to, safety plan, housing plan, case plan, and education plan.
 - vii. Social Worker
 - 1) Participate in the Ongoing MDT to:
 - a) Discuss and refine the ongoing plan, including, but not limited to, safety plan, housing plan, case plan, and education plan,
 - b) If not already completed, contact CSEC PHN to coordinate the appointment for a comprehensive medical examination for youth not in juvenile hall or in the Enhanced Ranch Program,
 - c) Consider strengths and needs of the youth in collaboration with other provider agencies, and
 - d) Engage the youth utilizing trauma-informed methods and supportive measures consistent with their needs and strengths.
 - viii. CSEC Coordinator
 - 1) Identify necessary participants of MDT,
 - 2) Notify Ongoing MDT participants regarding the case,
 - 3) Schedule Ongoing MDT meeting within 10 days of referral and assemble required parties, and
 - 4) Facilitate the Ongoing MDT meeting, as required.
- b. Probation Department:
 - i. Ensure participation of a Probation Officer,

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- ii. Assess needs of youth as related to Juvenile Justice involvement, and
 - iii. Discuss and refine the ongoing plan, including, but not limited to, safety plan, housing plan, case plan and education plan.
- c. Behavioral Health Practitioner:
- i. Provide continued assessment and input regarding whether there are any new and ongoing therapeutic, case management, or substance use related needs based on the results of the CANS-CSE,
 - ii. Develop a plan to meet those needs and continue to monitor existing needs,
 - iii. Assist in identifying substance use needs and provide information to support substance use treatment services and needs, as determined by the needs of the youth, and
 - iv. Discuss and refine the ongoing plan, including, but not limited to, safety plan, housing plan, case plan and education plan.
- d. Health Practitioner:
- i. Coordinate the appointment for a comprehensive medical examination for youth not in juvenile hall or in the Enhanced Ranch Program if one has not already been scheduled,
 - ii. If available, obtain and review results of medical examination and if concerns regarding medical care/treatment exist, participate in MDT to discuss access to treatment,
 - iii. Provide information related to reproductive and sexual health, including access to contraceptives, HIV prophylaxis, and treatment for STIs/STDs, and
 - iv. Discuss and refine the ongoing plan, including, but not limited to, safety plan, housing plan, case plan and education plan.

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- e. CSEC Advocate:
 - i. Provide support to youth through peer counseling, development of goals, and linkages to resources,
 - ii. Engage the youth and build rapport,
 - iii. Assist in assessing unmet needs of youth,
 - iv. Discuss and refine the ongoing plan, including, but not limited to, safety plan, housing plan, case plan and education plan.

- 5. General Guidelines for Information-Sharing: This MOU does not serve as a protocol for information sharing in the MDT meetings. Before implementation, specific protocols related to how and what information can be shared, obtaining consent, and recording and storing information shared will be developed in conjunction with the County Counsel's Office.
 - a. The signed parties agree that the information and statements obtained as part of the MDT will be maintained, disclosed, and used only in accordance with all applicable state and federal laws and regulations, and utilized in accordance with established policies and procedures.

 - b. Any breaches or suspected breaches of confidentiality related to a dependent of the court or a ward of the court will be cross-reported immediately to each impacted department so there is no delay in the impacted department's ability to meet its statutory reporting obligations. Such breaches or suspected breaches, to the extent it is legally permissible to do so, shall be reviewed by the impacted department and the Department of Family and Children's Services, and any involved departments will work together to develop and implement a corrective action plan.

 - c. At the beginning of the MDT, the youth will be advised by the CSEC Coordinator or another designated member of the MDT that confidential information about him/her will be shared among the persons present. Any discussion or written

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information produced during the MDT process is confidential, and testimony concerning the discussion is inadmissible in any criminal, civil, or juvenile court proceeding. The youth will also be told that what is discussed during the meeting cannot be used to punish or incriminate them, but it may be used to determine their safety and whether it is necessary to place them into the temporary custody of the either Probation or DFCS to ensure their safety.

- G. Safety Net/Process MDT:** The parties agree commercially sexually exploited youth have suffered trauma and this trauma may manifest itself in ways that put the youth at increased risk for further exploitation, or other behaviors that may further penetrate their involvement in the dependency or juvenile justice systems. It is agreed that a long-term systemic response to the multitude of issues faced by youth who have been exploited requires well-trained individuals to provide long-term support services and also a team of providers to coordinate and share information, to discuss and identify trends affecting the population, to identify services gaps, and to identify supportive opportunities.
1. **Purpose of the Safety Net/Process MDT:** In recognition of the need for systemic collaboration and response, the Safety Net/Process MDT meetings will address generalized and systemic issues to streamline the MDT process and support the MDT structure, and will include representatives from the Steering Committee or their designees. Safety Net MDT meetings will occur on a monthly basis, and will focus on the following:
 - a. Trouble-shooting problems in system responses,
 - b. Improving system responses,
 - c. Reinforcing and identifying what system responses are working well,
 - d. Identifying trends affecting the population identified as CSEC,
 - e. Identifying service gaps for the population identified as CSEC,
 - f. Identifying supportive opportunities for CSEC,
 - g. Coordinating and sharing of information among system partners,

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- h. Identifying challenges to open communication and making recommendations to the Steering Committee for overcoming, and,
 - i. Identifying issues to forward to the Steering Committee for resolution

- 2. The outcome of the monthly Safety Net/Process MDT meetings will be reported to the Steering Committee by the CSEC Coordinator, who will attend the Safety Net/Process MDT meetings, or by another designated MDT member.

- 3. This protocol recognizes that during the Safety Net/Process MDT meeting, the cases of individual youth may be discussed by the MDT members. The MDT members will be required to acknowledge by signature at the beginning of every meeting that the information and statements obtained as part of the MDT will be maintained, disclosed, and used only in accordance with all applicable state and federal laws and regulations, and utilized in accordance with established policies and procedures. If, during the course of a Safety Net MDT meeting, a specific youth is discussed, that youth's personal information should only be disclosed to those persons who have a need and a right to know.

V. Standard Provisions

A. Contingency

This MOU is contingent on the appropriation of sufficient funding by the California Department of Social Services (CDSS) for the services covered by this MOU. If funding is not made available by the CDSS for purposes of this Agreement, the signed parties may terminate this MOU or agree to amend the MOU as indicated in Section V(C).

B. Term

This MOU is effective October 1, 2015 and shall remain in effect unless terminated by one or more signed parties.

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Public Health: Sara Cody
Director
976 Lenzen Ave
San Jose, CA 95126
408-792-5075

Behavioral Health: Toni Tullys
Director
828 S Bascom Ave
San Jose, CA 95128
408-793-1846

E. Confidentiality

All signed parties agree that any employees performing services at its direction agree to comply with the provisions of Sections 827 and 10850 et. Seq. of the California Welfare & Institutions Code and the California Department of Social Services Manual of Policies and Procedures, Division 19 Regulations.

- a) All applications and records concerning any individual receiving services pursuant to this contract are confidential and are not open to examination for any purpose not directly connected with the administration, performance compliance, monitoring or auditing of the program.
- b) No person may publish, disclose, use or permit or cause to be published or disclosed any confidential information pertaining to services, except as provided by law.

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SANTA CLARA COUNTY PROTOCOL AND MEMORANDUM OF
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The following individuals, as duly authorized representatives for their agencies, hereby execute this Memorandum of Understanding:

Social Services Agency



Robert Menicocci 9/29/15
Director Date

Probation Department



Laura Garnette 9.29.15
Chief Probation Officer Date

Public Health Department



Dr. Sara Cody 9/29/15
Director Date

Behavioral Services Department



Toni Tullys 9/29/15
Director Date

Approved as to form and legality



Michaela Lewis 9/29/15
Deputy County Counsel Date