

# **Tri County CSEC Program**

**(Commercially Sexually Exploited Children)**

## **AGREEMENT**

**between**

**MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES,**

**COUNTY OF SANTA CRUZ  
HUMAN SERVICES DEPARTMENT,**

**and**

**SAN BENITO COUNTY HEALTH AND HUMAN SERVICES  
AGENCY**

***July 1, 2017 – June 30, 2020***

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## **AGREEMENT**

### **I. DECLARATION**

This Agreement is entered into by and between MONTEREY COUNTY, by and through the Monterey County Department of Social Services (hereinafter referred to as MONTEREY COUNTY), THE COUNTY OF SANTA CRUZ, by and through the County of Santa Cruz Human Services Department (hereinafter referred to as SANTA CRUZ COUNTY), and SAN BENITO COUNTY, by and through the San Benito County Health and Human Services Agency, (hereinafter referred to as SAN BENITO COUNTY) for the purpose of program implementation and development of the Tri County Model Protocol, attached as **Exhibit A**, for the Commercially Sexually Exploited Children (CSEC) Program (hereinafter referred to as the Tri County CSEC Program). This Agreement establishes agreed upon responsibilities for each of the parties.

### **II. BACKGROUND**

Senate Bill (SB) 855 amends Section 300 of the Welfare & Institutions Code (W&IC) to extend jurisdiction of the juvenile court to children who are identified as being commercially sexually exploited, and whose parent/guardians have failed or have been unable to protect them. In response, the California Department of Social Services (CDSS) has developed the CSEC Program. This program is elective for counties who wish to receive funding for the purpose of developing and implementing a protocol to address prevention and intervention services for children who are victims, or at risk of becoming victims, of commercial sexual exploitation. In an effort to be innovative and proactive with the CSEC Program, Monterey, Santa Cruz, and San Benito Counties have developed a Tri County CSEC Program Model Protocol with the goal in mind of establishing a base standard model for identifying and serving the CSEC population which each county can use as a basis for their individual agency protocols, to ensure consistency in the approach throughout the Tri County region. This regional approach to serving CSEC recognizes common barriers and strengths within the three counties, including: the transitory nature of this population, the closeness of proximity of the Tri Counties, the limited available funding in each county, the limited resources for CSEC victims in the region, and the rich history of collaboration and cooperation between the three counties.

### **III. DUTIES**

The parties to this agreement agree to continue the collaboration of effort for the Tri County CSEC Program as outlined in section V, Scope of Services, herein.

### **IV. TERM**

A. This Agreement shall become effective **July 1, 2017** and remain in full force and effect through **June 30, 2020** unless sooner terminated as provided herein. Any party may terminate this agreement with or without cause by giving thirty (30) days' written notice to the other parties.

### **V. SCOPE OF SERVICES**

A. The parties agree to work cooperatively and in good faith, in the following implementation and development efforts for the Tri County CSEC Program:

1. Provide meeting locations as needed for in person meetings as follows:
  - a. Tri County Child Welfare Directors and their program support staff
  - b. Tri County Steering Committee
2. Host joint CSEC trainings, when doing so would be mutually beneficial and serve to further the regional Tri County effort.
3. Provide analyst support necessary to maintain each county's CSEC program and to work cooperatively within the Tri County effort, as follows:
  - a. Maintain, update, amend, and/or renew the Tri County CSEC Program Agreement,
  - b. Maintain, update, amend, and/or renew the Tri County CSEC Program Model Protocol as needed, including:
    - i. Make recommendations to the Tri County CSEC Program Steering

- Committee as to updates and changes to the model protocol.
- c. Report to the CDSS as to the status of each county's individual program, as needed,
  - d. Act as the party's respective County contact for Tri County agency and community partners,
  - e. Update party's respective County agency and community partners as to available joint CSEC trainings and assist these partners in registering for trainings as needed,
    - i. The designated analyst will work with their agency and community partners to ensure the registration of staff for trainings is done in accordance with the host county's training registration process.
  - f. Regional program management and outreach, and
  - g. Program development, including assessments and identification of service needs, and efforts to build and/or enhance programs within the community to meet these needs
4. Participate in the Tri County CSEC Program Steering Committee as needed and outlined in CDSS All County Letter (ACL) 14-62 attached as **Exhibit B**, to:
    - a. Review successes and challenges with the Tri County CSEC Program Model Protocol
    - b. Make recommendations as to best practices for, and updates to, the Tri County CSEC Program Model protocol
    - c. Review aggregate data (as indicated in the Tri County CSEC Program MOU/Model Protocol, attached as **Exhibit A**) on:
      - i. Identified CSEC in each county and within the region
      - ii. Available services for CSEC youth within the region
      - iii. Gaps in availability of services in the region
    - b. Each county's designated analyst will submit all information required and/or requested by CDSS, on behalf of their respective county (i.e., annual county plans, prevalence data, fiscal expenditures, etc.).
  5. Take part in periodic meetings as follows:
    - a. Monthly check in conference call between each county's designated analyst,
    - b. Tri County Steering Committee annually, or as needed.
      - i. The counties will rotate hosting responsibilities. The host county's designated analyst will coordinate, lead, and facilitate the meeting.
    - c. Tri County Child Welfare Directors, as needed.
  6. Act as the respective party's County contact for Tri County agency and community partners
  7. All parties shall honor any outstanding shared fiscal obligations under the previous MOU for the Tri County CSEC Prevalence Study as specified in Paragraph E, Table 3 of the MOU term ending June 30, 2017. Remaining balances as of July 1, 2017 are as follows:

**Table 1: Prevalence Study – Total and Remaining Costs to be paid out in FY 17/18**

Contractor	Services	Contract Amount (FY 16/17 & FY17/18 )	Remaining Balance (FY 17/18)
Dr. Kathryn O'Brien	Tri County CSEC Prevalence Study	\$36,100.00	\$22,425.00

**Table 2: Prevalence Study – Cost per County, FY's 16/17 and 17/18**

County	Share of Cost	FY 16/17	FY 17/18	Total
Monterey	31.34%	\$4,285.75	\$7,028.00	\$11,313.75
Santa Cruz	34.96%	\$0	\$12,620.55	\$12,620.55
San Benito	33.70%	\$0	\$12,165.70	\$12,165.70
	<b>FY Total:</b>	<b>\$13,675.00</b>	<b>\$22,425.00</b>	<b>\$36,100.00</b>

8. In order to share the cost of mutually beneficial endeavors, should there arise an opportunity for events or contracted services agreed upon by the Parties, which serve to enhance the regional efforts of the Tri County CSEC Program and benefit the Tri County region, each county's designated analyst will coordinate to:
  - a. Establish the respective share of cost for each Party, based on each Party's respective share of CSEC State Funds as outlined in applicable County Financial Letters; and
  - b. Facilitate payment within their respective fiscal processes
9. Examples of joint costs and mutually beneficial endeavors described above, may include, but are not limited to:
  - a. Facilitation of Tri-County Steering Committee Meetings,
  - b. Regional program outreach events, and
  - c. Joint trainings for child welfare, and community and agency partners

## **VI. GENERAL PROVISIONS**

### **A. INDEMNIFICATION**

1. **MONTEREY COUNTY** shall indemnify, defend, and hold harmless **SANTA CRUZ COUNTY** and **SAN BENITO COUNTY**, their officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with **MONTEREY COUNTY's** performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of **SANTA CRUZ COUNTY** or **SAN BENITO COUNTY**. "MONTEREY COUNTY's performance" includes **MONTEREY COUNTY's** action or inaction and the action or inaction of **MONTEREY COUNTY's** officers, employees, agents and subcontractors.
2. **SANTA CRUZ COUNTY** shall indemnify, defend, and hold harmless **MONTEREY COUNTY**, and **SAN BENITO COUNTY**, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with **SANTA CRUZ COUNTY's** performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of **MONTEREY COUNTY** or **SAN BENITO COUNTY**. "SANTA CRUZ COUNTY's performance" includes **SANTA CRUZ COUNTY's** action or inaction and the action or inaction of **SANTA CRUZ COUNTY's** officers, employees, agents and subcontractors.
3. **SAN BENITO COUNTY** shall indemnify, defend, and hold harmless **MONTEREY COUNTY**, and **SANTA CRUZ COUNTY**, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with **SAN BENITO COUNTY's** performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole

negligence or willful misconduct of MONTEREY COUNTY or SANTA CRUZ COUNTY. "SAN BENITO COUNTY's performance" includes SAN BENITO COUNTY's action or inaction and the action or inaction of SAN BENITO COUNTY's officers, employees, agents and subcontractors.

**B. INSURANCE PROVISIONS**

1. **Insurance Coverage Requirements:** Without limiting the duty to indemnify, all parties shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:
  - a. **Commercial General Liability**, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000.00 (one million dollars) per occurrence.
  - b. **Comprehensive Automobile Liability** covering all motor vehicles, including owned, leased, non-owned and hired vehicles, used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000.00 (one million dollars) per occurrence.
  - c. **Worker's Compensation Insurance:** Each of the parties shall maintain Worker's Compensation Insurance in accordance with California Labor Code Section 3700, and with a minimum of \$1,000,000.00 (one million dollars) per occurrence for employer's liability.
2. **General Insurance Requirements:** All insurance required by this Agreement shall be with a company acceptable to all parties and authorized by law to transact insurance business in the State of California. Unless otherwise specified in this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date the party completes its performance of services under this Agreement. Each policy shall provide identical coverage for each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance showing each subcontractor has identical insurance coverage.
3. In the event any party to this Agreement is lawfully self-insured in any or all of the required insurance areas referenced above, a letter certifying those areas of coverage and in the minimum amounts as set forth in this Agreement, shall be furnished to the other parties prior to the execution of this Agreement.
4. **Cancellation of Insurance:** Each liability policy shall provide that all parties will be given notice in writing at least thirty (30) days in advance of any change, cancellation, or non-renewal thereof. The parties shall immediately obtain replacement coverage for any insurance policy that is terminated, cancelled, non-renewed, or whose policy limits have been exhausted, or upon insolvency of the insurer that issued the policy.

**C. CONFIDENTIALITY AND RECORDS**

1. **Confidentiality:** All parties and their officers, employees, agents, and subcontractors shall comply with Welfare and Institutions Code Section 827 and Section 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by all parties from access to any such records, and from contact with its clients and complainants, shall be used by the parties only in connection with its conduct of the program under this Agreement. The records in the hands of all parties shall remain confidential and may be disclosed only as permitted by law.

2. Maintenance and Availability of Records: All parties shall prepare and maintain all reports and records that may be required by federal, state or county rules and regulations for monitoring of program and fiscal operations, and shall furnish such reports and records upon request by the official entity.
3. Retention of Records: All parties shall maintain and preserve all records related to this Agreement, and shall assure the maintenance of such records in the possession of any third party performing work related to this Agreement, for a period of five (5) years from the date of termination of this Agreement. Such records shall be retained beyond the five-year period until any pending litigation, claim, negotiation, audit exception, or other action involving this Agreement is resolved.

*(remainder of this page intentionally left blank)*

**VII. NOTICES**

Notice to the parties in connection with this agreement shall be given personally or by regular mail addressed as follows:

**Monterey County:**  
Elliott Robinson  
DSS Director  
1000 S. Main St Ste 301  
Salinas, CA 93901  
PH: (831)755-4434

**Santa Cruz County:**  
Ellen M. Timberlake  
Interim HSD Director  
1000 Emeline Ave  
Santa Cruz, CA 95060  
PH: (831)454-4045

**San Benito County:**  
James Rydingsword  
HHSA Director  
1111 San Felipe Rd Ste 206  
Hollister, CA 95023  
PH: (831)636-4180


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first herein above written.

BY \_\_\_\_\_  
**Monterey County** \_\_\_\_\_  
Date \_\_\_\_\_  
\_\_\_\_\_  
Title \_\_\_\_\_

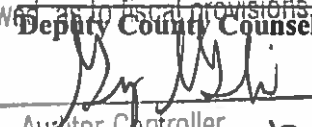
BY \_\_\_\_\_  
**Santa Cruz County** \_\_\_\_\_  
Date \_\_\_\_\_  
\_\_\_\_\_  
Title \_\_\_\_\_

BY \_\_\_\_\_  
**San Benito County** \_\_\_\_\_  
Date \_\_\_\_\_  
\_\_\_\_\_  
Title \_\_\_\_\_

APPROVED AS TO FORM:

 \_\_\_\_\_  
**Deputy County Counsel, Monterey County** \_\_\_\_\_  
Date 11-30-17

\_\_\_\_\_  
**Deputy County Counsel, Santa Cruz County** \_\_\_\_\_  
Date \_\_\_\_\_

Reviewed as to fiscal provisions  
\_\_\_\_\_  
**Deputy County Counsel, San Benito County** \_\_\_\_\_  
Date \_\_\_\_\_  
  
**Auditor-Controller**  
**County of Monterey** 12-4-17



# **MEMORANDUM OF UNDERSTANDING: COMMERCIALLY SEXUALLY EXPLOITED CHILDREN (CSEC) PROGRAM**

**Amongst:**

## **MONTEREY COUNTY:**

**Child Welfare  
Probation  
Public Health  
Behavioral Health  
Juvenile Court**

## **SANTA CRUZ COUNTY:**

**Child Welfare  
Probation  
Public Health  
Behavioral Health  
Juvenile Court**

## **SAN BENITO COUNTY:**

**Child Welfare  
Probation  
Public Health  
Behavioral Health  
Juvenile Court**

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## **MEMORANDUM OF UNDERSTANDING AMONG:**

The Child Welfare Agencies, Probation Departments, Departments of Behavioral Health, and Departments of Public Health of Monterey, Santa Cruz, and San Benito Counties, in conjunction with the Juvenile Courts of Monterey and Santa Cruz Counties; County Counsel's Office of Monterey; Office of Education, and Dependency Attorneys of Monterey County; and Community Based Agencies of Monterey, Santa Cruz, and San Benito Counties, including: Monterey County Rape Crisis Center, The Epicenter, Monarch Services, Community Solutions, and The Coalition to End Human Trafficking.

### **AS TO MONTEREY, SANTA CRUZ, AND SAN BENITO COUNTIES' (HEREINAFTER: THE TRI COUNTIES) COMMERCIAL SEXUALLY EXPLOITED CHILDREN (CSEC) PROGRAM:**

**WHEREAS**, an individual who is a commercially sexually exploited child (CSEC), or sexually trafficked, as described in §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 §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 Child Welfare System of Monterey, Santa Cruz, or San Benito Counties, pursuant to California Welfare and Institutions Code (W&IC) §300(b)(2); and

**WHEREAS**, Monterey, San Benito, and Santa Cruz Counties have come together as the Tri County Collective to jointly participate in the CSEC Program, as described in §16524.7 of the 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 the Memorandum of Understanding (MOU), The Child Welfare Agencies, Probation Departments, Departments of Behavioral Health, and Departments of Public Health of Monterey, Santa Cruz, and San Benito Counties, in conjunction with the Juvenile Courts of Monterey and Santa Cruz Counties; County Counsel's Office of Monterey; Office of Education, and Dependency Attorneys of Monterey County; and Community Based Agencies of Monterey, Santa Cruz, and San Benito Counties, including: Monterey County Rape Crisis Center, Child Abuse Prevention Counsel, The Epicenter, Monarch Services, Community Solutions, and The Coalition to End Human Trafficking; have developed the following Memorandum of Understanding (MOU) to guide the Tri Counties' approach to serving CSEC; and

**WHEREAS**, the MOU reflects the Tri Counties' and 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 youth/victim 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, and
8. Data and outcome driven

**C. Agency Policies and Procedures should:**

1. Ensure and track cross-system collaboration at the system and individual case levels,
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, to staff, caregivers, and other relevant support persons.

**WHEREAS**, the parties agree to form a CSEC Steering 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 MOU; and

**WHEREAS**, the parties agree to form a multidisciplinary team (MDT), pursuant to California Welfare and Institutions Code §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 §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 §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/or 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 §18961.7(c); and

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

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

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

## **I. STEERING COMMITTEE:**

**A.** In order to ensure the Tri Counties effectively implements the CSEC Program, the parties agree to form a Steering Committee. The purpose of the Steering Committee is to provide ongoing oversight and leadership to ensure the Tri County agencies and partners effectively collaborate to better identify and serve youth who are at risk of, or who have been, commercially sexually exploited. The Tri County CSEC Steering Committee will:

1. Develop a Tri County Interagency CSEC MOU (hereafter MOU),
2. Implement the MOU,
3. Oversee implementation of the MOU,
4. Collect and analyze aggregate data related to the MOU and the number of CSEC served through the Tri-County CSEC Program, in accordance with W&IC §16524.10,
5. Revise the MOU as needed, on an ongoing basis,
6. Assess the sufficiency of CSEC specialized services in the Tri County region and work toward obtaining needed resources,
7. Identify necessary trainings, and ensure such trainings occur, and
8. Provide an annual report to the State in compliance with State and Federal Requirements, in accordance with Public Law No. 113-183, and W&IC §16524.10.

### **B. Steering Committee Membership:**

The following parties agree to participate collaboratively in the Steering Committee by appointing a Director or designee empowered to make decisions on behalf of the agency:

1. Child Welfare
2. Probation
3. Behavioral Health (includes Mental health and substance abuse services)
4. Public Health
5. Juvenile Court
6. Dependency Attorneys
7. District Attorney

8. Advocates/Survivor Mentors
9. Community Partners
10. County Counsel
11. Educational Representatives
12. Law Enforcement

**C. General Participant Responsibilities:**

Each appointed participant will fulfill the following responsibilities on behalf of his or her agency:

1. Attend regularly scheduled meetings
2. Report on successes, barriers to providing services, and areas for improvement, including recommendations for adapting the MOU and training needs and/or gaps, and
3. Provide aggregate data on identified CSEC, including the numbers identified and the serves accessed by identified youth.

**D. Meetings: Steering Committee Members will meet regularly as described below:**

1. ***Child Welfare Lead:*** As the lead agency, Child Welfare will be responsible to schedule, coordinate, and facilitate the Steering Committee meetings,
  - a. Each of the Tri Counties' Child Welfare Director, and/or their designee will attend each monthly meeting, including those not within their specific jurisdiction, to ensure communications amongst the tri counties and multiple agencies remains open and consistent.
2. ***Monthly Meetings:*** The Child Welfare agencies in each county will hold a Steering Committee meeting each month, in one of the three counties, as follows:
  - a. *Monterey County* meetings will be held in: January, April, July, and October.
  - b. *Santa Cruz County* meetings will be held in: February, May, August, and November.
  - c. *San Benito County* meetings will be held in: March, June, September, and December.
3. ***Attendance:*** Committee Members will attend meetings held in their jurisdictions.
4. ***Quarterly Meetings:*** In addition to monthly rotating meetings, all members of the Tri County Steering Committee will meet once quarterly to review data, efficiency of the MOU, suggest changes, and prepare an annual report on the Tri-County CSEC Program for submission to the California Department of Social Services (CDSS) Office.

**E. Agency Roles and Responsibilities within the Steering Committee:**

In addition to general responsibilities indicated above, the following agencies will participate in the Steering Committee as indicated below:

1. **Child Welfare:**
  - a. Serve as the lead agency of the Steering Committee,
  - b. Provide staff to coordinate, schedule, convene, and facilitate the steering committee meetings,
  - c. Gather aggregate data from the MDTs to present to the Steering Committee for analysis, and
  - d. Develop internal and interagency protocols consistent with this MOU.
2. **Probation:**
  - a. Attend the monthly meeting in their County of Jurisdiction,
  - b. Attend quarterly meetings, and
  - c. Provide aggregate data to the Steering Committee regarding CSEC youth identified or served, and services provided to identified youth,
  - d. Identify a liaison in each county for purposes of maintaining contact between each of the Tri County agencies and community partners, and
  - e. Develop internal and interagency protocols consistent with this MOU.
3. **Behavioral Health:**
  - a. Attend the monthly meeting in their County of Jurisdiction,
  - b. Attend quarterly meetings,
  - c. Provide aggregate data to the Steering Committee regarding CSEC youth identified or served, and services provided to identified youth,
  - d. Participate in the review of the aggregate data and preparation of the annual report to CDSS,

- e. Identify a liaison in each county for purposes of maintaining contact between each of the Tri County agencies and community partners, and
- f. Develop internal and interagency protocols consistent with this MOU.

**4. Public Health:**

- a. Attend the monthly meeting in their County of Jurisdiction,
- b. Attend quarterly meetings,
- c. Provide aggregate data to the Steering Committee regarding CSEC youth identified or served, and services provided to identified youth,
- d. Participate in the review of the aggregate data and preparation of the annual report to CDSS,
- e. Identify a liaison in each county for purposes of maintaining contact between each of the Tri County agencies and community partners, and
- f. Develop internal and interagency protocols consistent with this MOU.

**5. Juvenile Court:**

- a. Attend the monthly meeting in their County of Jurisdiction,
- b. Attend quarterly meetings, and
- c. Participate in the review of the aggregate data and preparation of the annual report to CDSS.

**6. Dependency Attorneys:**

- a. Attend the monthly meeting in their County of Jurisdiction,
- b. Attend quarterly meetings, and
- c. Participate in the review of the aggregate data and preparation of the annual report to CDSS.

**7. Advocates/Survivor Mentors:**

- a. Attend the monthly meeting in their County of Jurisdiction,
- b. Attend quarterly meetings,
- c. Provide aggregate data to the Steering Committee regarding CSEC youth identified or served, and services provided to identified youth,
- d. Participate in the review of the aggregate data and preparation of the annual report to CDSS,
- e. Identify a liaison in each county for purposes of maintaining contact between each of the Tri County agencies and community partners, and
- f. Develop internal and interagency protocols and MOUs, which are consistent with the guidelines and responsibilities identified in this MOU.

**8. Community Partners:**

- a. Attend the monthly meeting in their County of Jurisdiction,
- b. Attend quarterly meetings,
- c. Provide aggregate data to the Steering Committee regarding CSEC youth identified or served, and services provided to identified youth,
- d. Participate in the review of the aggregate data and preparation of the annual report to CDSS,
- e. Identify a liaison in each county for purposes of maintaining contact between each of the Tri County agencies and community partners, and
- f. Develop internal and interagency protocols and MOUs, which are consistent with the guidelines and responsibilities identified in this MOU.

**9. County Counsel:**

- a. Attend the monthly meeting in their County of Jurisdiction,
- b. Attend quarterly meetings, and
- c. Participate in the review of the aggregate data and preparation of the annual report to CDSS.

**10. Educational Representatives:**

- a. Attend the monthly meeting in their County of Jurisdiction,
- b. Attend quarterly meetings,
- c. Provide aggregate data to the Steering Committee regarding CSEC youth identified or served, and services provided to identified youth,
- d. Participate in the review of the aggregate data and preparation of the annual report to CDSS,
- e. Identify a liaison in each county for purposes of maintaining contact between each of the Tri County agencies and community partners, and
- f. Develop internal and interagency protocols, which are consistent with the guidelines and responsibilities identified in this MOU.

**II. IDENTIFICATION:**

- A.** The Tri Counties agree that the Commercial Sexual Exploitation Identification Tool (CSE-IT) will be administered as a screening tool as described in this MOU in an effort to identify youth through various agencies with whom they may come in contact. All parties have received, or will receive, and reviewed a copy of the CSE-IT. Additionally, all participating agencies will receive the training required for use of the tool. A copy of the CSE-IT Tool and overview are attached as appendix 1.

**B. CSE-IT Tool:**

The following parties are responsible for utilizing the CSE-IT tool to screen youth to identify whether they have been commercially sexually exploited, are being commercially sexually exploited, or are at risk of being commercially sexually exploited:

**1. Child Welfare (Tri Counties):**

- a. Emergency Response, Court, and Permanent Placement Units in Monterey County,
- b. Emergency Response and Permanent Placement Units in Santa Cruz County, and
- c. Emergency Response and Permanent Placement Units in San Benito County.

**2. Probation (Tri Counties):**

- a. Placement Unit in Monterey County,
- b. Placement Unit in Santa Cruz County, and
- c. Juvenile Hall Intake Unit in San Benito County.

**3. Advocates and Community Partners:**

- a. Monterey County Office of Education,
- b. Monterey County Rape Crisis Center,
- c. Community Human Services, Monterey County,
- d. Monarch Services, Santa Cruz County, and
- e. Community Solutions, San Benito County.

- C. Screening Criteria:** The parties listed above will memorialize in a separate forthcoming document, screening criteria specific to the agency/partner, and screening protocols to avoid duplicative screenings of the same youth.

**D. Permissible and Prohibited Disclosures and Uses of Information/Statements Obtained During Screening:**

1. The above agencies agree that the information and statements obtained from the youth as part of the screening process will be maintained, disclosed, and used in accordance with all applicable state and federal regulations. A forthcoming document will be developed detailing permissible and prohibited disclosures and uses of information and statements gathered during screening, including:
  - a. Which agency or agencies will maintain the records of the screening results, including any information collected and statements made incident to the screen,
  - b. What information obtained from the screening can be disclosed, and to whom it may be disclosed, including:
    - 1) What information from the screening will be disclosed
    - 2) What information will not be disclosed
    - 3) What circumstances will trigger disclosure,



- 4) What personnel are designated to make a disclosure,
- 5) To whom disclosures will be made, and
- 6) What the protocol is for emergency disclosures.
- c. What are the permitted uses of information obtained from the screen,
- d. What are the prohibited uses of information and statements obtained from the screening, including inadmissibility at different stages of the Juvenile Court Proceeding
  - \* *Note* – as the CSE IT tool is designed for utilization without interviewing the youth directly, this may not be relevant.

### **III. INFORMATION SHARING:**

- A. The Tri County parties will share information in a manner that is compliance with state and federal law and ethical considerations including re-disclosure and privilege. Information will be shared in a manner that does not violate the youth's rights to due process, and against self-incrimination as a respondent, or a defendant, in delinquency, criminal, summary offense, status offense, and/or child welfare cases.
- B. **Information Sharing Agreement:** An Info Sharing Agreement between the Tri County Agencies and their Partners will be memorialized in a separate forthcoming document.
- C. **Information to the Youth:**  
The Tri County parties will develop a script to be read to the youth which explains the information sharing agreements for the MDT process and the CSE IT screenings, including all possible and prohibited disclosures of information. Any information or documentation provided to the youth shall be in a developmentally appropriate language that the youth can understand, and should describe all possible and prohibited disclosures of information, including uses of the information and statements gathered during the MDTs, and what access the youth will or will not have to the meeting records.

### **IV. MULTIDISCIPLINARY RESPONSE**

- A. The Tri Counties will 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” (W&IC §18961.7) and commercially sexually exploited children and those at risk for such exploitation. In order to sufficiently address their needs from immediate identification through ongoing stabilization, a three-tiered multidisciplinary response, as described below shall be employed. This approach includes:
  1. **Immediate Crisis MDT** (immediate engagement in the first 120 minutes, through the first 72 hours post-identification), which includes a preliminary MDT between members of the immediate response team to address the immediate safety concerns for the child.
  2. **Non-Emergent MDT** (within 10 days), which may include the youth and their family, and will include a team of multidisciplinary professionals involved with the case where immediate safety risks may not be present.
  3. **Ongoing MDTs** which will occur on a monthly basis where multiple cases are reviewed on a regular basis by a set team of individuals in each county.
- B. **Services to Undocumented CSEC Youth:**  
The counties agree that, due to the anticipated prevalence of undocumented CSEC, Child Welfare will offer the following referrals to any youth who are identified, or self identify as having an undocumented immigration status:
  1. Referrals for legal services to obtain immigration relief, including, but not limited to: Special Immigrant Juvenile Status (SIJS), T Visas, U Visas, or VAWA,
  2. Referrals to local clinics and/or local offices to apply for public assistance, and
  3. Referrals to youth that may have experienced labor trafficking.

**C. Participants in the Three-Tiered MDT Approach:**

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. Child Welfare
- b. Probation
- c. Behavioral Health (includes: mental health and substance abuse services)
- d. Public Health

**2. Additional parties: including but not limited to the following, agree to participate in the MDTs, as needed and appropriate:**

- a. Youth
- b. Caregiver/placement provider
- c. Children's Dependency Attorney
- d. District Attorney
- e. Public Defender
- f. Law Enforcement
- g. Education
- h. Local CSEC Advocate (Community agency w/specialized CSEC training)
- i. Survivor Mentor

**D. Immediate Crisis Multidisciplinary Team:**

The Counties agree that children who are suspected or identified victims of sexual exploitation or trafficking and who have an immediate safety concern, require an Immediate Crisis Response Multidisciplinary Team (MDT) including immediate engagement within 120 minutes, a child abuse investigation, and intensive services and support through the first 72 hours in order to stabilize the child.

1. **Purpose of the Immediate Crisis MDT:** The purpose of the Immediate Crisis MDT is to address an identified or suspected CSEC's immediate needs, by engaging the youth within 120 minutes of identification (with the exception of exigent circumstances which prevent arrival within this time frame), and to provide ongoing services and supports through the first 72 hours in order to stabilize the youth.
2. **Criteria for Immediate Crisis Response:** When a first responder or mandatory reporter encounters an individual that he/she know is a victim of commercial sexual exploitation, or has reasonable suspicion that a youth is being commercially sexually exploited, the reporter will immediately report the incident to the Child Protection Hotline, and the Child Protection Hotline will cross report the incident to law enforcement, in accordance with the Child Abuse and Neglect Reporting Act (*CANRA, Cal. Penal Code §11164-11174.3*). The Child Protection Hotline will determine whether the situation meets the criteria for an Immediate Crisis MDT utilizing the Structured Decision Making (SDM) Tool.
  - a. **SDM:** The counties agree that the SDM tool will be used to determine the speed of the response when a known or suspected CSEC is identified – either an Immediate Crisis or Non Emergent MDT response. Criteria for an Immediate Crisis MDT may include, but are not limited to, the following examples:
    - 1) The youth is identified as CSEC and reports that he/she is a runaway or does not have a safe place to which he/she can return,
    - 2) The youth discloses that he/she fears repercussions for disclosing and/or reporting the abuse to authorities,
    - 3) The youth has been sexually exploited or trafficked while in placement,
    - 4) Law enforcement requests an immediate response,
    - 5) Forensic considerations would be compromised by a slower response,
    - 6) There is a reason to believe the youth may flee or be moved if the response is not immediate, AND/OR,
    - 7) The Child Protection Hotline determines the youth's safety may be compromised if the response is not immediate.

3. **General Responsibilities of the Agencies:** In order to address the youth's immediate needs, and support their stabilization through a coordinated team approach, each county will provide an MDT trained on CSEC to any youth in their respective county who is identified as, or suspected to be, commercially sexually exploited.
- a. **Members of the Immediate Crisis MDT:** The following parties will participate in the Immediate Crisis MDT:
- 1) Child Welfare or Probation (whichever agency has jurisdiction),
  - 2) CSEC Advocate/Survivor Mentor
  - 3) Sexual Assault Response Team (SART) and/or Child Abuse Response Team (CART) (whichever is appropriate pursuant to existing protocols),
  - 4) Youth
  - 5) Family (if appropriate)
- b. **General Responsibilities:** The parties named above will:
- 1) Ensure basic needs are met, including food, shelter, and clothing,
  - 2) Advise on appropriate placement
  - 3) Conduct a safety plan with the parent/guardian/caregiver(s), which includes, but is not limited to:
    - ii. Ascertaining potential safety risks for the youth, family, and providers
    - iii. Identifying trauma triggers, and working with the youth to identify techniques for de-escalation when triggered
    - iv. Deciding on steps the team, including the youth, will take to prevent triggers from occurring,
    - v. Delineating responsibilities of team members in the event a youth has been triggered, and,
    - vi. Meaningfully involving the youth (as much as the youth is comfortable doing so) in the planning and decision making process.
4. **Specific Agency Responsibilities Under the Immediate Crisis MDT:** The responsibilities specific to each party participating in the Immediate Crisis MDT are as follows:
- a. **Child Welfare:**
- 1) **Child Protection Hotline:**
    - i. Receive calls regarding suspected abuse and neglect,
    - ii. Follow internal protocols, and determine if they allegation may involve commercial sexual exploitation.
    - iii. If suspected or confirmed commercially sexually exploited child, determine the jurisdiction (child welfare, probation, or unknown),
    - iv. Use the SDM to determine the appropriate speed of the response (either Immediate, Non-Emergent, or evaluate out),
    - v. Assign the Child Welfare ER Worker
    - vi. Cross report the allegation of sexual exploitation to local law enforcement, pursuant to Cal. Penal Code §11166(j).
  - 2) **Emergency Response/Investigative Unit:**
    - i. Upon receipt of information related to a potential CSEC case, contact the local CSEC Advocate.
    - ii. Follow internal protocols and the Child Abuse and Neglect Reporting Act (CANRA, Cal. Penal Code §11164-11174.3) to determine whether the situation requires law enforcement involvement.
    - iii. Respond to the staging area with (120) minutes when:
      - a. The youth is a dependent, pursuant to WIC §300, or is not under the jurisdiction of either Child welfare or Probation.
    - iv. Conduct the child abuse investigation,
    - v. Work with the responding agencies to complete the Immediate Crisis MDT to:
      - a. Decide on a temporary placement
      - b. Transport the child to the placement

- c. Develop a coordinated safety plan,
    - d. Notify and work with responding SART and/or CART to ensure the youth's immediate health and wellness needs are met,
    - e. Provide intensive Supervision and support for 72 hours.
  - vi. Contact the designated MDT Coordinator to refer the case to the Ongoing MDT.
- b. **Probation Department:** Any youth, who has been adjudged a ward of the court under W&IC §602, is under the jurisdiction of the Probation Department. (\*Note: A youth on probation under W&IC §725 and having informal Probation would not be considered a under Probation's jurisdiction) When a CSEC youth is identified to be under probation's jurisdiction, and requires an Immediate Crisis MDT, Probation will respond as follows:
- 1) **Immediate Crisis MDT Outside of Office Hours, when:**
    - i. **The youth is not booked into Juvenile Hall:**
      - a. Contact Child Welfare within 24 hours (or the following business day if the identification occurs on a weekend) to determine the steps Child Welfare took after hours (placement, safety plan, etc.)
      - b. Work with Child Welfare to complete a §241.1 review to determine jurisdiction, following time frames and guidelines pursuant to each county's §241.1 Protocol.
    - ii. **The youth is booked into Juvenile Hall on a new charge (non-solicitation related):**
      - a. Contact Child Welfare within 24 hours (or the following business day if identification occurs on a weekend) to initiate the county's §241.1 Protocol.
    - iii. **The youth is booked into Juvenile Hall on an active bench warrant:**
      - a. Contact Child Welfare within 24 hours (or the following business day if identification occurs on a weekend) to initiate the county's §241.1 Protocol.
    - iv. **The youth is booked into Juvenile Hall on an arrest warrant:**
      - a. Contact Child Welfare within 24 hours (or the following business day if identification occurs on a weekend) to initiate the county's §241.1 Protocol.
  - 2) **Immediate Crisis during Office Hours:** When a youth who is identified as, or is suspected to be a victim of commercial sexual exploitation, is a ward of the Court under W&IC §602 and requires an Immediate Crisis response, Probation will respond to, and participate in the Immediate Crisis MDT, and initiate the county's §241.1 Protocol.
  - 3) **Probation Agency Responsibilities:** The following applies to all cases that will remain under Probation's jurisdiction:
    - i. **Probation Officer:**
      - a. Receive information regarding CSEC currently under probation's jurisdiction,
      - b. Respond within 120 Minutes when the identification occurs during operating hours,
      - c. Contact Child Welfare to determine the steps Child Welfare took after operating hours when Probation was unable to respond,
      - d. Work with the responding agencies to:
        - 1) Decide on a temporary placement,
        - 2) Transport the child to the placement,
        - 3) Develop a coordinated safety plan with the MDT,
        - 4) Notify and work with responding SART/CART to ensure the youth's immediate health/wellness needs are met,
        - 5) Provide intensive supervision and support for 72 hours.
      - e. Contact the designated MDT Coordinator to initiate the process of an Ongoing MDT.
  - c. **CSEC Advocate/Survivor Mentor:** The CSEC Advocate will be a certified sexual assault counselor as defined by CA Penal Code §1035.2, and housed by a designated community-based organization (CBO) in each county. The advocate will act as a trauma-informed/victim-sensitive support for the youth throughout the investigation and legal process.
    - 1) **Advocate Responsibilities:**
      - i. Receive and respond to calls 24 hours a day, 7 days a week,
      - ii. Respond to staging area within 120 minutes,

- iii. Contact Law Enforcement to activate SART and/or CART,
- iv. Provide a humanitarian bag, which includes a change of clothes, hygiene products, snacks, water, and a journal,
- v. Engage the youth and build rapport, and
- vi. Work with the responding agencies to:
  - a. Provide input as to appropriate placement,
  - b. Go to the decided upon safety location,
  - c. Develop a coordinated safety plan,
  - d. Work with responding SART/CART to ensure the youth's immediate health and wellness needs are met,
  - e. Provide intensive support and engagement for 72 hours.

2) **CSEC Advocate Limitations:**

- i. The CSEC Advocate will only serve those youth within the county jurisdiction served by the designated CBO. If the identified youth resides outside of the CBO's county but within the tri-counties, the advocate will contact the designated CBO for the youth's county and coordinate a warm hand-off.
- ii. The CSEC Advocate will only respond to a designated, secure location, which may include: a medical facility, law enforcement facility, or a child welfare agency office.
- iii. Each CBO will define the length of time they will provide services to the youth before referring them out to longer-term services.
- iv. The youth will have the choice as to whether to work with the CSEC Advocate. If the youth does not wish to have the CSEC Advocate present during any part of the process, the youth's wishes will be honored. The youth may gain access and assistance from the CBO at any time.
- v. The CSEC Advocate will have the option of only attending court with the youth if they are identified as the victim of commercial sexual exploitation.

3) **Survivor Mentors:** Survivors in the Tri Counties who self identify and would like to serve as Survivor Mentors will work in partnership with the CSEC Advocacy agencies in each county to do so.

i. **The survivor mentor will:**

- a. Complete volunteer training to become a certified sexual assault counselor as defined in CA Penal Code §1035.2, under the supervision of one of the three advocacy agencies named in this MOU,
- b. Be involved as CSEC Advocates, to the extent with which they are comfortable,
- c. Provide advocacy and mentorship to the youth,
- d. Play a key role in the engaging the youth,
- e. Work with the advocacy agency to mentor the youth in life skills as needed,
- f. Facilitate group sessions for identified CSEC youth, and
- g. Be involved with outreach and prevention efforts for at risk youth in the region.

ii. **The advocacy agency will:**

- a. Offer trauma informed support options to the Survivor Mentor to ensure self care, including but not limited to:
  - 1) Readiness screenings,
  - 2) Support de-briefings,
  - 3) Open door policy with agency leadership to ensure the Survivor Mentor can step away if triggered.
  - 4) Monthly meetings with agency staff and volunteers

d. **SART/CART:**

1) **Responsibilities within the MDT:**

- i. Follow existing SART and/or CART protocols to ensure the youth's immediate health and wellness needs are met,
- ii. Respond to calls from Law Enforcement to provide SART/CART,
- iii. Offer a comprehensive medical evaluation for every identified exploited child within 72 hours of identification,

- iv. Coordinate appropriate responses and services to treat the victim,
  - v. Complete a forensic examination, and
  - vi. Provide information, services, and medication related to reproductive and sexual health, access to contraceptives, HIV prophylaxis, and treatment for STIs/STDs to youth who have been sexually exploited.
- 2) **Youth's Discretion to Accept Services:** youth will have the choice as to whether to accept these services from the SART/CART. If the youth does not wish to receive medical treatment and/or information, services, and medication related to reproductive and sexual health, the youth's wishes will be honored by the SART/CART.
- 3) **Law Enforcement:**
- i. **First Responder:**
    - a. Recognize warning signs of commercial sexual exploitation,
    - b. Report the known or reasonably suspected victim of commercial sexual exploitation to the Child Protection Hotline, "immediately, or as soon as practically possible", pursuant to Cal. Penal Code §11166(k),
    - c. Receive cross reports from Child Welfare regarding suspected or confirmed cases of commercial sexual exploitation, pursuant to Cal. Penal Code §11166(j),
    - d. When contacted by Child Welfare or Probation in an Immediate Crisis situation, respond to staging area within 120 minutes,
    - e. Work with the responding agencies to determine the best approach as to engagement with the youth so as to avoid re-traumatization, and
    - f. Follow existing SART and/or CART protocols (whichever is most appropriate for the circumstance/county).
- e. **Youth:**
- 1) **Safety Plan:** Work with the Immediate Crisis MDT to:
    - i. Develop a coordinated safety plan
    - ii. Communicate potential safety risks,
    - iii. Identify trauma triggers and techniques for de-escalation,
    - iv. Define steps the team will take to prevent triggers from occurring, and
    - v. Identify steps the team can take to help the youth once triggered.
  - 2) **Placement:**
    - i. Provide input to the Immediate Crisis MDT on appropriate placement.
- f. **Family (when appropriate):**
- 1) **Safety Plan:** Work with Immediate Crisis MDT to:
    - i. Develop a coordinated safety plan,
    - ii. Ascertain potential safety risks,
    - iii. Identify trauma triggers and techniques for de-escalation,
    - iv. Define steps the team will take to prevent triggers from occurring, and
    - v. Identifying steps the team can take to help a youth once triggered.
  - 2) **Placement:**
    - i. Provide input to the Immediate Crisis MDT on appropriate placement.
5. **Response Location/Staging Area:** The Immediate Crisis MDT will respond to a secure and safe location as designated by each respective county. The location may include, but is not limited to:
- a. A medical facility
  - b. A law enforcement facility
  - c. A county child welfare office

**E. Non-Emergent Multidisciplinary Team (within the first 10 days of identification):**

Not all children who are suspected or identified victims of sexual exploitation or trafficking will be in immediate danger and require an Immediate Crisis Response. The Child Protection Hotline, through its use of the SDM will determine whether the situation warrants an immediate response. For youth that do not require an immediate response, each county agrees to coordinate a Non-Emergent MDT within 10 days upon receipt of a report regarding a known or suspected victim of commercial sexual exploitation in their respective counties.

1. **Purpose of the Non-Emergent MDT:** The Non-Emergent MDT is designed to engage the youth (understanding the youth's participation is voluntary), identify the youth's needs, orient the youth to the teaming approach and the team members, coordinate treatment services, and plan for safety in non-emergency situations. A team of individuals will assemble within 10 days of a non-emergent call to the Child Protection Hotline, to plan for the child's placement, safety, and well-being.
2. **Criteria for a Non-Emergent MDT:** A Non-Emergent MDT should be assembled when an identified or suspected CSEC is reported to the Child Protection Hotline, and the Hotline determines that there is not an immediate safety risk or threat to the child, but there is sufficient information to assign a social worker to investigate. The child welfare agency will utilize the structured decision making (SDM) tool to determine the appropriate speed of response – either no response, a Non-Emergent MDT, or an Immediate crisis MDT. Examples of circumstances that would require a 10-Day Non-Emergent MDT may include:
  - a. There is a disclosure of sexual exploitation, but the youth is in a safe environment,
  - b. The child's safety requires a strategically slower response (i.e., the youth's current location is such that initiating contact may create a threat to his/her safety OR the value of coordinating a slower response outweighs the need for an immediate response), AND/OR
  - c. The reported exploitation occurred more than six months prior to the disclosure AND no further exploitation is alleged to have occurred in the intervening time period.
3. **General Responsibilities of the Identified Parties/Agencies:** The MDT will work together to coordinate and monitor a service plan to achieve the desired outcomes for the youth. This coordination may include (but is not limited to):
  - a. **Members of the Non-Emergent MDT:** The following parties will be a part of the Non-Emergent MDT. A minimum of 4 agencies must be present in order to conduct the MDT:
    - 1) Child Welfare
    - 2) Probation
    - 3) CSEC Advocate/Survivor Mentor
    - 4) Public Health
    - 5) Behavioral Health
    - 6) Children's Dependency Attorneys
    - 7) Education
    - 8) Youth
    - 9) Parents/Guardians
  - b. **General Responsibilities:** The above named parties will:
    - 1) Advise on appropriate placement,
    - 2) Follow up with, and assisting in the coordination of health and wellness needs of the youth, including SART/CART if appropriate, and
    - 3) Develop a coordinated safety plan once at the placement with parent/guardian/caregiver and document agreement, which includes, but is not limited to:
      - i. Ascertaining the potential safety risks for the youth, the family, the providers,
      - ii. Identifying trauma triggers that may cause a youth to engage in unsafe behavior such as substance use or returning to exploiter/the streets,
      - iii. Deciding on steps team members, including the youth, will take to prevent a trigger from occurring,
      - iv. Teaching coping skills the youth can use to de-escalate,

- v. Delineating responsibilities of team members in the event a youth exhibits unsafe behavior, (i.e., if a youth runs away, the parent/guardian will notify law enforcement and the social worker and the survivor mentor will maintain communication with the youth).
  - vi. Meaningfully involving youth in planning and decision-making.
- 4. **Agency Specific Responsibility Under the Non-Emergent MDT:** In addition to the general responsibilities of the identified parties, listed above, each agency will be responsible for the following:
  - a. **Child Welfare:**
    - 1) **Child Protection Hotline:**
      - i. Receive calls regarding suspected abuse and neglect,
      - ii. Follow internal protocols, determine if the allegation may involve commercial sexual exploitation,
      - iii. If commercial sexual exploitation is suspected or confirmed, determine the jurisdiction (child welfare, probation, or unknown)
      - iv. Use the SDM to determine the appropriate speed of the response (either Immediate, Non-Emergent, or evaluate out).
      - v. Provide information to the Non-Emergent MDT Coordinator
      - vi. Cross report allegations to law enforcement, pursuant to Cal. Penal Code §11166(j).
    - 2) **Emergency Response/Investigative Unit:**
      - i. Conduct the child abuse investigation
      - ii. Work with the responding agencies to:
        - a. Determine appropriate placement,
        - b. Develop a coordinated safety plan,
        - c. Coordinate with Public Health to ensure the youth's health and wellness needs are met,
        - d. Coordinate with Behavioral Health to ensure the youth's mental health/wellness and AOD needs are met.
        - e. Coordinate transportation to appointments, and
        - f. Work with the MDT Coordinator to ensure the youth's case is heard as a new referral in the next Ongoing MDT.
    - 3) **Non-Emergent MDT Coordination:** Each Child Welfare Agency will designate an MDT Coordinator to assemble the Non-Emergent MDT. The MDT Coordinator will:
      - i. Gather the information from the Child Protection Hotline on children who are referred for Non-Emergent MDTs
      - ii. Coordinate and facilitate the MDT (reaching out to the appropriate parties/agencies) including, but not limited to:
        - a. Referrals to Public Health for a Medical Health and Wellness Case Manager to be assigned, or working with Public Health to meet the medical health and wellness needs of the youth where the county does not have capacity to assign a case manager.
        - b. Scheduling and coordinating the date/time/location for the teaming, and
        - c. Facilitating the meeting.
      - iii. Ensure the youth's case is heard as a new referral in the subsequent Ongoing MDT.
      - iv. Advise Probation on best practices for coordinating Non-Emergent MDTs, when the case will remain under Probation jurisdiction.
        - a. Probation will be responsible for facilitating Non-Emergent MDT's for all cases remaining under its jurisdiction.
- b. **Probation:**
  - 1) **Probation Officer:** For youth who are currently under the jurisdiction of the Probation Department,
    - i. Follow the county's §241.1 protocol to determine which agency will be the lead agency,
    - ii. Facilitate the Non-Emergent MDT.
    - iii. Decide on appropriate placement,
    - iv. Develop a coordinated safety plan,



- v. Coordinate with Public Health to ensure the youth's health and wellness needs are met, and
- vi. Coordinate with Behavioral Health to ensure the youth's mental health/wellness and AOD needs are met.

**c. CSEC Advocate/Survivor Mentor:**

- 1) Participate in Non-Emergency MDT's for each identified or reasonably suspected CSEC.
- 2) Engage the youth and build rapport
- 3) Act as a support system for the youth throughout the investigation and legal process (see: CSEC Advocate Limitations section)
- 4) Work with the responding agencies to:
  - i. Decide placement
  - ii. Develop a safety plan
  - iii. Coordinate with Public Health to ensure the youth's health and wellness needs are met
  - iv. Coordinate with Mental Health to ensure the youth's mental health and wellness needs are met
- 5) Note that the youth will have the choice as to whether to work with the advocate. If the youth does not wish to receive services, their wishes will be honored.

**d. Public Health:**

- 1) **Medical Health and Wellness Case Manager Responsibilities:** Where the capacity for a health and wellness case manager is available, the case manager will:
  - i. Assist the youth through the medical health and wellness process,
  - ii. Ensure the youth is provided a comprehensive medical evaluation in order to:
    - a. Provide information, services, and medication related to reproductive and sexual health, access to contraceptives, HIV prophylaxis, and treatment for STIs/STDs to youth who have been sexually exploited.
  - iii. Assist the youth with appointment follow ups
  - iv. Assist the youth in understanding their rights with regard to the medical and wellness process, AND
  - v. Help the youth to understand their medical records and information, as appropriate, and
  - vi. Ensure provision of services including (at a minimum):
    - a. General health and wellness exams,
    - b. Immunizations (if needed), and
    - c. Counseling services.
- 2) **Substitute for Medical Health and Wellness Case Manager:**
  - i. When a Case Manager has been assigned but is unable to attend the MDT; the supervising public health nurse or another designee may attend in their place.
  - ii. Where the counties do not have capacity to assign a Case Manager, Public Health will collaborate with Child Welfare to ensure that the youth's medical health and wellness needs are addressed during the teaming.
- 3) **Non-Emergent MDT Referrals to Public Health:** Once a referral for a Medical Health and Wellness Case Manager is received, Public Health will follow existing protocols with regard to how case managers are assigned, with added consideration of the special needs of a CSEC youth.

**e. Behavioral Health:**

- 1) Participate in the Non-Emergent MDT to address the youth's mental health and substance abuse needs,
- 2) Work with responding agencies to:
  - i. Provide input as to appropriate placement,
  - ii. Develop a coordinated safety plan, and
  - iii. Coordinate with Public Health to ensure the youth's medical health and wellness needs are met.
- 3) **Mental Health:**
  - i. Perform an assessment of the youth's mental health, and recommend appropriate services,
  - ii. Coordinate specialized mental health services for the youth, and

iii. Provide guidance about mental health supports that may be particularly helpful for CSEC.

4) **Substance Abuse:**

- i. Perform an assessment of the youth's alcohol and other drugs (AOD) needs, recognizing that some exploited youth use substances as a coping mechanism,
- ii. Coordinate specialized AOD services for the youth, and
- iii. Provide guidance about substance abuse services and supports that may be particularly helpful for CSEC.

f. **Children's Dependency Attorneys:**

- 1) Participate in the Non-Emergent MDT, unless there is a compelling reason in the best interest of the youth, why the dependency attorney should not be present.
- 2) Work with responding agencies to:
  - i. Provide input as to appropriate placement,
  - ii. Develop a coordinate safety plan,
  - iii. Ensure the youth's legal needs are met,
  - iv. Explain the youth's legal right, and
  - v. Ensure any plan aligns with current judicial orders, if any.
- 3) Engage and develop a trusting relationship with the youth, and
- 4) Ensure court order align with the decisions made in the MDT.

g. **Education:**

- 1) Participate in the Non-Emergent MDT to identify and address the youth's educational needs,
- 2) Work with responding agencies to:
  - i. Provide input as to appropriate placement, and
  - ii. Develop a coordinated safety plan.
- 3) Assess the youth's educational needs, recognizing that these youth may be behind in school, or school may be a trigger because of the possibility they were recruited from school, and
- 4) Coordinate with responding agencies to:
  - i. Ensure the youth's educational needs are met
  - ii. Address truancy issues,
  - iii. Obtain school records,
  - iv. Assist the youth in enrolling in school,
  - v. Ensure school credits have been calculated and applied appropriately, including partial credits,
  - vi. Work with school staff to raise awareness on trauma informed care and cultural sensitivity specific to CSEC.

h. **Youth:**

1) **Safety Plan:**

- i. Work with responding agencies to develop a coordinated safety plan,
- ii. Work with the responding agencies and family (if appropriate) to:
  - a. Ascertain potential safety risks, and
  - b. Identify trauma triggers and techniques for de-escalation, and steps the team will take to prevent triggers from occurring.

2) **Placement:**

- i. Provide input to the Non-Emergent MDT on appropriate placements.

3) **Health and Wellness:**

- i. Work with Public Health to have medical health and wellness needs met, and
- ii. Work with Behavioral Health to have mental health/wellness, and AOD needs met.

i. **Parents/Guardians (if appropriate):**

1) **Safety Plan:**

- i. Work with the responding agencies to develop a coordinated safety plan, and

- ii. Work with responding agencies to ascertain potential safety risks, identify trauma triggers and techniques for de-escalation, and steps the team will take to prevent triggers from occurring.
- 2) **Placement:**
  - i. Provide input to the Non-Emergent MDT on appropriate placements.
- 3) **Health and Wellness:**
  - i. Work with Public Health to ensure the youth's medical health and wellness needs are met, and
  - ii. Work with Behavioral Health to ensure the youth's mental health/wellness and AOD needs are met.

## **F. Ongoing Multidisciplinary Team:**

Once a youth has been identified as a victim of sexual exploitation or trafficking, Ongoing Multidisciplinary support is needed to ensure that the youth's needs are being adequately met. Accordingly, each county will hold an Ongoing MDT on a monthly basis to review that county's identified and/or suspected CSEC cases.

- 2. **Purpose of the Ongoing MDT:** The Ongoing MDT is a standing monthly MDT meeting with representatives from public agencies, and community partners who serve CSEC, to monitor all identified and suspected cases of commercial sexual exploitation and coordinate services and supports for CSEC youth.
- 3. **Criteria for an Ongoing MDT:** In addition to statutorily required contact that the parties will have with youth under their jurisdiction, all CSEC cases will be discussed (time permitting), at the monthly Ongoing MDT. When time does not permit discussion of all cases, use the following criteria to determine which cases will be discussed:
  - a. Newly identified CSEC,
  - b. CSEC who have run away from placement, home, or shelter,
  - c. CSEC preparing to testify in court case against exploiter/purchaser, and
  - d. CSEC with new safety issues, including, but not limited to:
    - 1) The exploiter being released from incarceration,
    - 2) The youth is receiving threats, or
    - 3) The youth is displaying new risky behaviors.
- 4. **Members of the Ongoing MDT:**
  - 1) Child Welfare
  - 2) Probation
  - 3) CSEC Advocate/Survivor Mentor
  - 4) Public Health
  - 5) Behavioral Health
  - 6) Children's Dependency Attorneys
  - 7) Education
- 5. **General Responsibilities of the Identified Agencies/Parties:** The Ongoing MDT will work together to monitor the service plan to achieve the desired out comes for the youth, and to identify and address new safety risks and issues which may arise.
  - a. **General Responsibilities:** The above named parties will:
    - 1) Meet monthly to review their county's identified or suspected CSEC cases,
    - 2) Discuss appropriate updates to the service and safety plan when there is a need,
    - 3) Identify new safety risks which may have arisen and determine how best to address the risk, and
    - 4) Identify new issues and/or triggers which may have arisen with the youth, and determine how best to address them.
    - 5) Address new safety risks and issues, which may require the MDT to:
      - i. Ascertain potential safety risks to the youth, their family, or the service providers,

- ii. Identify trauma triggers which may cause the youth to engage in unsafe behavior, such as substance abuse, or returning to the exploiter,
  - iii. Decide on steps the team members and youth should take to prevent triggers from occurring, and
  - iv. Delineate responsibilities of the team members in the event a youth exhibits unsafe behavior.
- 6. **Agency Specific Responsibilities under the Ongoing MDT:** In addition to the general responsibilities of the identified parties, each agency will be responsible for the following:
  - a. **Child Welfare:**
    - 1) **Ongoing MDT Coordination:** The MDT Coordinator will:
      - i. Assemble the Ongoing MDT,
      - ii. Schedule and coordinate the date/time/location for the teaming,
      - iii. Provide an agenda to the group with all of the cases to be discussed,
      - iv. Facilitate the meeting, and
      - v. Report on the child welfare cases at each meeting on behalf of the assigned social workers.
    - 2) **Assigned Social Worker:**
      - i. Brief the MDT Coordinator on all cases to be reviewed at the Ongoing MDT, including:
        - a. Any ongoing needs or issues
        - b. Any needs or issues that have arisen since the prior Ongoing MDT.
      - ii. Ensure the MDT coordinator has all information necessary to discuss strategies for addressing the issues for all identified CSEC cases.
    - 3) **MDT Coordinator Responsibilities within the MDT:**
      - i. Work with the Ongoing MDT to:
        - a. Identify the reason for discussing the case at the meeting,
        - b. Discuss the strategies for addressing the issue(s),
        - c. If necessary, discuss potential changes in placement and the coordinated safety plan, and
        - d. Address any additional needs and/or issues for the youth, which may have arisen since the prior Ongoing MDT.
      - ii. Coordinate with Public and Behavioral Health to ensure the youth's mental and medical health and wellness needs, as well as the youth's AOD needs are being appropriately met.
      - iii. Coordinate with the County Office of Education to ensure the youth's educational needs are being appropriately met.
  - b. **Probation:**
    - 1) **Supervising Probation Officer:**
      - i. Participate in the monthly Ongoing MDT, reporting on CSEC cases under Probation's jurisdiction,
      - ii. Notify the MDT Coordinator of cases to be heard at the Ongoing MDT to ensure Probation cases are on the agenda,
      - iii. Work with the responding agencies to:
        - a. Identify the reason for discussing the case at the meeting,
        - b. Discuss strategies for addressing the issue,
        - c. If necessary, discuss potential changes in placement and the coordinated safety plan, and
        - d. Address any additional needs and/or issues for the youth, which have arisen since the prior Ongoing MDT.
      - iv. Coordinate with Public and Behavioral Health to ensure the youth's mental and medical health and wellness needs, as well as the youth's AOD needs are being appropriately met.
      - v. Coordinate with the County Office of Education to ensure the youth's educational needs are being appropriately met.

- 2) **Probation Officer:**
  - i. Brief the Supervising Probation Officer on all cases to be reviewed at the Ongoing MDT, including:
    - a. Any ongoing needs or issues
    - b. Any needs or issues that have arisen since the prior Ongoing MDT.
  - ii. Ensure the Supervising Probation Officer has all information necessary to discuss strategies for addressing the issues for all identified CSEC cases.
- c. **CSEC Advocate/Survivor Mentor:** The CSEC Advocate will participate in Ongoing MDTs for the duration of the length of services defined by the CBO, which houses the advocate.
  - 1) **Advocate Responsibilities within the Ongoing MDT:**
    - i. Participate in the Ongoing MDT,
    - ii. Continue to engage the youth and provide support,
    - iii. Complete a soft hand off to a long term provider when the defined length of services has ended,
    - iv. Work with the Ongoing MDT to:
      - a. Identify the reason for discussing the case at the meeting,
      - b. Discuss strategies for addressing the issue,
      - c. If necessary, discuss potential changes in placement and the coordinated safety plan, and
      - d. Address any additional needs and/or issues for the youth, which have arisen since the prior Ongoing MDT.
    - v. Coordinate with Public and Behavioral Health to ensure the youth's mental and medical health and wellness needs, as well as the youth's AOD needs are being appropriately met.
    - vi. Coordinate with the County Office of Education to ensure the youth's educational needs are being appropriately met.
- d. **Public Health:**
  - 1) **Medical Health and Wellness Case Manager:** Where the capacity for a medical health and wellness case manager is available, the Health and Wellness Case Manager will:
    - i. Participate in the Ongoing MDT
      - a. Where the County Public Health Agency does not have capacity to assign a case manager, Public Health will coordinate with the social worker or probation officer to ensure the youth's medical health and wellness needs are addressed during the Ongoing MDTs.
    - ii. Work with the Ongoing MDT to:
      - a. Identify the reason for discussing the case at the meeting,
      - b. Discuss strategies for addressing the issue,
      - c. If necessary, discuss potential changes in placement and the coordinated safety plan, and
      - d. Address any additional needs and/or issues for the youth, which have arisen since the prior Ongoing MDT.
    - iii. Coordinate with Behavioral Health to ensure that the youth's mental health/wellness and AOD needs are being appropriately met.
  - 2) **Substitute for the Medical Health and Wellness Case Manager:**
    - i. When a Case Manager has been assigned, but is unable to attend the Ongoing MDT, the Supervising Public Health Nurse, or another designee will attend in their place.
    - ii. Where the County Public Health Agency does not have capacity to assign a case manager, Public Health will coordinate with the social worker or probation officer to ensure the youth's medical health and wellness needs are met.
- e. **Behavioral Health:**
  - 1) **Responsibilities within the Ongoing MDT:**
    - i. Participate in the Ongoing MDT to address the youth's mental health and substance abuse needs.
    - ii. Work with the Ongoing MDT to:
      - a. Identify the reason for discussing the case at the meeting,
      - b. Discuss strategies for addressing the issue,

- c. If necessary, discuss potential changes in placement and the coordinated safety plan, and
- d. Address any additional needs and/or issues for the youth, which have arisen since the prior Ongoing MDT.
- iii. Work with Public Health to ensure the youth's medical health and wellness needs are being appropriately met.

2) **Mental Health:**

- i. Continue to assist the youth in meeting all of their mental health and wellness needs,
- ii. Work with the Ongoing MDT to ensure that the youth's medical health and wellness needs are being appropriately met,
- iii. Continue to coordinate specialized mental health services for the youth, and
- iv. Continue to provide guidance about mental health supports that may be particularly helpful for CSEC.

3) **Substance Abuse:**

- i. Work with the Ongoing MDT to identify any AOD related reasons for calling the meeting and discuss strategies for addressing the issue, including, but not limited to potential changes to the youth's alcohol or drug treatment plan,
- ii. Continue to coordinate specialized AOD services and support to the youth, recognizing that some exploited youth use substances as a coping mechanism, and
- iii. Continue to provide guidance to the youth regarding substance abuse services and supports that may be particularly helpful for CSEC.

f. **Children's Dependency Attorneys:**

1) **Responsibilities within the Ongoing MDT:**

- i. Participate in the Ongoing MDT, unless there is a compelling reason in the best interest of the youth, why the dependency attorney should not be present.
- ii. Work with the Ongoing MDT to:
  - a. Identify the reason for discussing the case at the meeting,
  - b. Discuss strategies for addressing the issue,
  - c. If necessary, discuss potential changes in placement and the coordinated safety plan, and
  - d. Address any additional needs and/or issues for the youth, which have arisen since the prior Ongoing MDT.
- iii. Continue to work toward establishing a trusting relationship with the youth.
- iv. Maintain frequent communication with the youth to ensure frequently changing needs are addressed as the youth moves through the stages of exploitation.

g. **Education:**

1) **Responsibilities within the Ongoing MDT:**

- i. Participate in the Ongoing MDT
- ii. Work with the Ongoing MDT to:
  - a. Identify the reason for discussing the case at the meeting,
  - b. Discuss strategies for addressing the issue,
  - c. If necessary, discuss potential changes in placement and the coordinated safety plan, and
  - d. Address any additional needs and/or issues for the youth, which have arisen since the prior Ongoing MDT.
- iii. Assisting in meeting the educational needs of the youth, which includes, but is not limited to:
  - a. Continuing to addressing truancy issues,
  - b. Continuing to ensuring school credits are calculated and applied appropriately,
  - c. Continuing to work with school staff to raise awareness on trauma informed care and cultural sensitivity specific to CSEC.

## **V. GENERAL PROVISIONS:**

### **A. Indemnification:**

1. **Monterey County:** shall indemnify, defend, and hold harmless SANTA CRUZ COUNTY and SAN BENITO COUNTY, their officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with MONTEREY COUNTY's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of SANTA CRUZ COUNTY or SAN BENITO COUNTY. "MONTEREY COUNTY's performance" includes MONTEREY COUNTY's action or inaction and the action or inaction of MONTEREY COUNTY's officers, employees, agents and subcontractors.
2. **Santa Cruz County:** shall indemnify, defend, and hold harmless MONTEREY COUNTY, and SAN BENITO COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with SANTA CRUZ COUNTY's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of MONTEREY COUNTY or SANTA CRUZ COUNTY. "SANTA CRUZ COUNTY's performance" includes SANTA CRUZ COUNTY's action or inaction and the action or inaction of SANTA CRUZ COUNTY's officers, employees, agents and subcontractors.
3. **San Benito County:** shall indemnify, defend, and hold harmless MONTEREY COUNTY, and SANTA CRUZ COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with SAN BENITO COUNTY's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of MONTEREY COUNTY or SANTA CRUZ COUNTY. "SAN BENITO COUNTY's performance" includes SAN BENITO COUNTY's action or inaction and the action or inaction of SAN BENITO COUNTY's officers, employees, agents and subcontractors.

### **B. Confidentiality and Records:**

All parties and their officers, employees, agents, and subcontractors shall comply with W&IC §10850, 45 CFR §205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&IC §10850 or by 45 CFR §205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by all parties from access to any such records, and from contact with its clients and complainants, shall be used by the parties only in connection with its conduct of the program under this Agreement. The records in the hands of all parties shall remain confidential and may be disclosed only as permitted by law.

### **C. Amendments:**

This agreement may only be amended or modified in writing, and signed by all of the parties.

**D. Term and Termination:**

This Agreement shall commence effective October 1, 2015, and will remain in full force and effect through October 31, 2016, unless sooner terminated as provided herein. Any party may terminate this agreement with or without cause by giving thirty (30) days' written notice to the other parties.

**E. Notices:**

Notice to the parties in connection with this agreement shall be given personally or by regular mail to the individuals listed on the Tri County CSEC Agency Contacts List, included in the Appendix.

**F. Appendix:**

The following documents are attached as appendices to this Memorandum of Understanding:

1. Overview of the CSE IT and the CSE IT
2. Mandatory and Cross Reporting Statutes
3. Tri-County Agency Contacts List
4. MDT Process Flow Chart



## **VI. SIGNATORIES – 1 OF 3:**

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.

### **MONTEREY COUNTY:**

#### **CHILD WELFARE:**

/s/ original signature on file  
Robert Taniguchi,                      Date  
Deputy Director, Child Welfare

#### **PROBATION:**

/s/ original signature on file  
Marcia Parsons,                      Date  
Chief Probation Officer

#### **DEPARTMENT OF PUBLIC HEALTH:**

/s/ original signature on file  
Ray Bullick,                      Date  
Director of Health

#### **DEPT. OF BEHAVIORAL HEALTH:**

/s/ original signature on file  
Ray Bullick,                      Date  
Director of Health

#### **JUVENILE COURT:**

/s/ original signature on file  
Hon. Marla Anderson,                      Date  
Presiding Judge

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.

## **VI. SIGNATORIES – 3 OF 3:**

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 BENITO COUNTY:**

#### **CHILD WELFARE:**

/s/ original signature on file  
James Rydingsword,                      Date  
Deputy Child Welfare Director

#### **PROBATION:**

/s/ original signature on file  
R. Ted Baraan,                      Date  
Chief Juvenile Probation Officer

#### **DEPARTMENT OF PUBLIC HEALTH:**

/s/ original signature on file  
Lynn Mello,                      Date  
Agency Director

#### **DEPT. OF BEHAVIORAL HEALTH:**

/s/ original signature on file  
Alan Yamamoto,                      Date  
Agency Director

#### **JUVENILE COURT:**

\_\_\_\_\_  
Hon. Harry Tobias,                      Date  
Presiding Judge



WILL LIGHTBOURNE  
DIRECTOR

STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY  
**DEPARTMENT OF SOCIAL SERVICES**  
744 P Street • Sacramento, CA 95814 • [www.cdss.ca.gov](http://www.cdss.ca.gov)

EXHIBIT B



EDMUND G. BROWN JR.  
GOVERNOR

September 3, 2014

ALL COUNTY LETTER (ACL) NO. 14-62

**REASON FOR THIS TRANSMITTAL**

- ☒ State Law Change
- ☐ Federal Law or Regulation Change
- ☐ Court Order
- ☐ Clarification Requested by One or More Counties
- ☐ Initiated by CDSS

TO: ALL COUNTY WELFARE DIRECTORS  
ALL COUNTY PROBATION OFFICERS  
ALL TITLE IV-E AGREEMENT TRIBES  
ALL COUNTY CONSORTIUM PROJECT MANAGERS  
ALL COUNTY BOARDS OF SUPERVISORS  
ALL COUNTY TREASURERS  
ALL COUNTY CHILD WELFARE DIRECTORS  
ALL CHIEF PROBATION OFFICERS  
ALL FOSTER CARE MANAGERS  
ALL INDEPENDENT LIVING PROGRAM COORDINATORS  
ALL CHILD WELFARE SERVICES PROGRAM MANAGERS

SUBJECT: **COMMERCIALLY SEXUALLY EXPLOITED CHILDREN (CSEC)  
PROGRAM**

REFERENCES: SENATE BILL (SB) 855, CHAPTER 29, STATUTES OF 2014;  
CALIFORNIA STATE BUDGET SUMMARY 2014-15; WELFARE  
AND INSTITUTIONS (WIC) CODE SECTION 300; WELFARE AND  
INSTITUTIONS (WIC) CODE SECTION 16524.6 – 16524.11

The purpose of this All County Letter is to provide information to counties regarding recent legislation (SB 855, Chapter 29, Statutes of 2014) that amended the Welfare and Institutions Code (WIC) section 300 to clarify that under existing law, commercially sexually exploited children (CSEC) whose parents or guardians failed or were unable to protect them may fall within the description of 300(b) and be adjudged as dependents of the juvenile court. The Legislature also amended the WIC (commencing with section 16524.6) to establish a state-funded county CSEC Program to be administered by the California Department of Social Services (CDSS) that counties may opt to participate in.

The 2014-15 Budget Act appropriated \$5 million State General Fund (SGF) for Fiscal Year (FY) 2014-15 for the CSEC Program. This letter outlines activities related to FY 2014-15.

In order to implement the training provisions of WIC section 16524.7(a)(3)(B), the CDSS will spend \$1.75 million to provide statewide training for county child workers and out-of-home caregivers. Training programs will begin to roll-out in October 2014, and will cover awareness and identification of children who are commercially sexually exploited, or who are at risk of being commercially sexually exploited. Trainings will be made available throughout the state and be provided by a variety of contractors, such as the Regional Training Academies and community colleges. Training partners will utilize a range of curricula and modalities to reach many training populations.

An additional \$750,000 is also provided for the training of foster youth to help them recognize and avoid commercial sexual exploitation. The statute permits counties to target training to foster youth who are at risk of commercial sexual exploitation [see WIC section 16524.7(a)(4)(A)]. This funding will be allocated to counties who elect to participate in the CSEC Program, and will be based on the number of youth in care ten years of age or older as projected by the Department of Finance as of January 2013.

The remaining \$2.5 million for FY 2014-15 will be allocated to participating counties for protocol development and capacity building for services to commercially sexually exploited children. This funding will be allocated to counties based on the population aged zero to 20 in each participating county. Allowable CSEC Program funded activities are detailed in WIC section 16524.7(a)(2), WIC section 16524.7(a)(3), and WIC section 16524.7(a)(4). These activities include CSEC Program implementation expenditures and training or services related to victims of commercial sexual exploitation.

The CDSS will release County Fiscal Letters (CFLs) following this ACL with detailed CSEC Program fund allocation information and claiming instructions for counties. For FY 2014-15, any county that claims reimbursement for activities under the CSEC Program will be considered opted into the CSEC Program for FY 2014-15. Opting in for FY 2014-15 does not infer a county is opting in for FY 2015-16; separate instructions will be provided by CDSS in January 2015 regarding how counties who choose to opt in for FY 2015-16 may do so.

The FY 2014-15 allocation CFL will include funding to all participating counties to support the development of local protocols to serve children who are commercially sexually exploited. Pursuant to WIC section 16524.8, the development of local protocols is a condition of receiving funds under the CSEC Program. It is expected that by FY 2015-16, and annually thereafter, all participating counties will have an interagency protocol pursuant to WIC section 16524.8 to serve commercially sexually exploited children. This protocol must be developed by a team led by representatives of the county human

services department, and including representatives from county probation, county mental health, county public health, and the juvenile court. Additional representatives may include, but are not limited to, local education agencies, local law enforcement, survivors of commercial sexual exploitation and trafficking and other providers. These protocols must include the use of multidisciplinary teams, and describe, at a minimum, the provision of services to children who are, or have been, victims of commercial sexual exploitation.

While the development of interagency protocols is required of counties electing to participate in the CSEC Program, counties are not assumed to have opted-into the CSEC Program in FY 2015-16 by establishing local protocols. Counties may elect to establish local protocols without opting into the program in FY 2015-16. Pursuant to WIC section 16524.7(d)(1), participating counties will be required to submit a plan to the CDSS describing how the county intends to utilize CSEC Program funding for prevention and intervention activities and services to children. The CDSS will issue further instructions in January 2015 concerning the process for plan submittal for FY 2015-16 and ongoing thereafter.

If you have any additional questions, please call the Office of Child Abuse Prevention at (916) 651-6960.

Sincerely,

***Original Document Signed By:***

Kevin Gaines, for

GREG ROSE, Deputy Director  
Children and Family Services Division