

# TRAVIS COUNTY

## COMMERCIAL SEXUAL EXPLOITATION OF YOUTH

### CARE COORDINATION

#### Memorandum of Understanding

#### **I. Scope**

This Memorandum of Understanding (MOU) formalizes the commitment between agencies participating in the Commercial Sexual Exploitation of Youth (CSEY) Team.

The Parties agree to maintain confidentiality of all records and information gathered on all child abuse cases as outlined by the Texas Family Code Chapter 264, Subchapter E, and will not disclose any records or information on said cases, except as necessary to carry out the legitimate internal operations of each Party and the operations of the Travis County CSEY Team, as outlined herein.

If a youth is involved with DFPS (including Investigations, Family Based Safety Services (FBSS), and Conservatorship), prior to sharing information with a party not a partner of the CCT/ MDT, an ROI must be executed and held on file with Care Coordination.

#### **II. Members of the Commercial Sexual Exploitation of Youth Team**

The team members who will participate in the CSEY include the Center for Child Protection, Dell Children's Medical Center, Texas Department of Family and Protective Services (DFPS), Travis County District Attorney's Office, Travis County Juvenile Probation Department (TCJPD), Refugee Services of Texas, The SAFE Alliance, Austin Police Department, Texas Department of Public Safety, and the Travis County Sheriff's Department.

#### **III. Term**

This MOU will commence upon complete execution by all parties and will continue through September 2022. Any party may, upon written notice to all other parties provided at a monthly meeting, withdraw from this Agreement at any time.

- A. This MOU is subject to revision and amendment by the Parties as circumstances and conditions change.
- B. A Party may terminate their participation in the Care Coordination Team, without cause, by providing written email/notice to the CCT Advisory Board. Any Party seeking to terminate their role in the Care Coordination Protocol must provide thirty (30) days' written notice, except where superseded by existing protocols. A Party's termination of participation in Care Coordination Team shall not affect the legality of this Agreement as it pertains to the remaining Parties to the Agreement.

#### **IV. Purpose**

The mission of the CSEY is to provide collaboration across systems to connect commercially sexually exploited and at-risk youth with ongoing comprehensive and supportive resources to attain safety and to promote resilience, healing, and justice. The vision is to ensure that commercially sexually exploited and at-risk youth are identified, protected, and supported in our community. The values of the team are as follows: Adaptability, Accountability, Flexibility, Resiliency, Transparency, Integrity in Communication, Collaboration, Innovation, Respect, Agency Commitment, Trauma-Informed, Shared Goals, and Survivor-Centered.

#### **V. Definitions**

**Youth**-A child ranging in age from 0 to 18 years of age.

**At Risk Youth**- Youth, 18 years of age or younger, who has been identified as a possible CST Minor and generates a CSE-IT tool score of clear concern regardless of whether or not the youth has made an outcry of commercial sex trafficking.

**High-Risk Youth**-Youth scoring Possible Concern on the CSE-IT should be considered a High-Risk Youth. This rating indicates that the youth may be at risk for sexual exploitation, but there is either not enough information available or the current behaviors and circumstances do not clearly indicate the likely presence of exploitation. It is advisable to actively monitor a youth who receives this rating, fully assess their needs, and initiate preventative actions to ensure that exploitation does not occur.

**Identified Presumed Victim**- Commercially sexually exploited youth living in safe, stable environment with needed supervision and supports. Youth generates Commercial Sexual Exploitation-Identification Tool (CSE-IT) score of clear concern but is not in immediate danger.

**Recovered Presumed Victim**- Commercially sexually exploited youth has been recovered by Law Enforcement (LE) or the Department of Family and Protective Services (DFPS), is in immediate danger, and/or living in un-safe/un-stable housing. Care Coordinator or Advocate Agencies will ensure completion of the CSE-IT score.

**Re-Recovered Youth**- Commercially sexually exploited youth has been recovered before and is active in CSEY (recovery or identified), went missing (ran away), and was recovered or returned to placement. The same response actions from the CSEY will be employed as a "Recovered" youth.

**CSEY Team**- The CSEY Team is the team of all advocate agencies, care coordinator, DFPS, and law enforcement participating in this process and MOU.

**CSEY Team Meetings**- The CSEY Team meetings are meetings held with all agency leaders to discuss the process, concerns, and to discuss any changes necessary. These meetings are not staffing or discussing individual cases but to look at process and accountability for all agency partners.

**CSEY Case Team**- The CSEY Case Team is the team that is directly assigned to work the specific CSEY case with the youth and family and/or legal guardians.

**CSEY Case Team Staffings-** The CSEY Staffings are specific to a case in which the case is being staffed with all CSEY case team members to discuss the next steps, services, and to ensure a coordinated response to youth and families and/or legal guardians.

**CSEY Case Review Meetings-** Meetings held for all youth who are Recovered, Re-Recovered, or Identified Presumed Victims.

- 1. Rapid Response Team (RRT):** The Rapid Response Team meeting will be held within the first 48 hours of a youth’s recovery, re-recovery, or identification. The Care Coordinator will schedule, invite the CSEY Case Team, and notify the partners of the manner in which the meeting will be held (via phone, online meeting platform, or in person). The RRT will make a recommendation for short term placement, lasting 1 to 10 days, based on youth’s current needs and availability options.
  - a. For a youth in DFPS conservatorship, all recommendations from the CSEY will be strongly considered. Final decisions on placement, services and/or referrals for youth ultimately lie with DFPS, the legal guardians. If needed, DFPS or LE may request a forensic interview. Interviews in these instances will be accommodated immediately and can be done remotely.
- 2. CSEY Investigations MDT:** A CSEY Investigations MDT will be held within 7 to 20 days after a youth’s recovery, re-recovery, or identification. The Care Coordinator will invite the CSEY Case Team and a plan will be developed for coordinating the criminal case, the civil case, and the youth’s healing process. Long term placement may be recommended after 30 days.
- 3. Service Status Meeting (SMM):** A Service Status Meeting will be held within 10 to 30 days with CSEY Case Team to start planning services for the youth beyond the immediate crisis needs.
- 4. Family Focused Meeting (FFM):** A Family Focused Meeting will be initiated for youth who have stayed in a program for at least 45 days and may be repeated every 30-90 days. This is a service planning meeting to meet the long term needs any goals of the youth and family and/or legal guardian. Meetings will be facilitated by the Care Coordinator and will include the CSEY Case Team members and appropriate service providers picked by the youth and family and/or legal guardian. Family Focused Meetings continue quarterly until the youth ages out of eligibility or care coordination is terminated for other reason.
- 5. Life Transition Meeting (LTM):** A Life Transition Meeting will be initiated for youth who are transitioning into adulthood (17.5 – 19 year olds), or for youth whose Care Coordination services are being terminated.

## **VI. CSEY Operations**

Youth who will potentially be served by the CSEY Team in Travis County will be assessed using the CSE-IT tool. Youth and/or cases that land in the “clear concern” category will be accepted for care coordination.

1. The advocate agencies will perform the CSE-IT tool on any youth identified with concern for exploitation.

The CSEY Team will meet monthly to discuss interagency issues and processes. The CSEY Team will provide ongoing case updates in a manner that aligns with the vision and mission.

It is expressly understood that each agency will work within its own, unique departmental mandates and policies. Nothing contained in the investigative protocol supersedes the statutes, rules and regulations, or policies of any individual agency. All State and Federal confidentiality laws will be followed in connection with this agreement.

The Parties agree to maintain confidentiality of all records and information gathered on all child abuse cases as outlined by the Texas Family Code Chapter 264, Subchapter E, and will not disclose any records or information on said cases, except as necessary to carry out the legitimate internal operations of each Party and the operations of the CSEY Team as outlined herein.

If a youth is involved with DFPS (including investigations, Family Based Safety Services (FBSS) and conservatorship), prior to sharing information with a party not a partner of the CCT/ MDT, a Release of Information (ROI) must be executed and held on file with Care Coordination.

Parents and/or legal guardians will be required to execute a consent for CSEY Team Services that will be shared with all partners.

#### **A. Roles and Responsibilities of Team Members**

1. All Team Members agree to:
  - a. Designate consistent primary and alternative CSEY liaisons
  - b. Participate in all of the CSEY Team and CSEY Case Team meetings requested by the Care Coordinator
  - c. Refer appropriate cases to Care Coordination
  - d. Share information on case status, youth contact, and any other relevant information at CSEY Team Meetings, in accordance with HIPAA laws.
  - e. Provide the Care Coordinator with any information that will enhance effective case interventions through email or phone call, in accordance with applicable laws governing the privacy and security of health information
  - f. Participate in trainings intended to enhance operations of the CSEY Team
  - g. Sign an updated Memorandum of Understanding every two years.
2. Care Coordinator agrees to:
  - a. Accept appropriate cases into the Care Coordination
  - b. Act as primary point of contact for Care Coordination cases and update partner agencies accordingly
  - c. Facilitate monthly CSEY Team meetings and any other necessary CSEY meetings, including determining who needs to be present at each meeting
3. Law Enforcement Agencies and Sworn Personnel agrees to:
  - a. Participate in scheduled CSEY Team meetings
  - b. Participate in all CSEY Case Team Staffings for involved cases.
  - c. Inform the Care Coordinator regarding case updates as needed

4. Law Enforcement Agencies Victim Services Divisions agree to:
  - a. Participate in scheduled CSEY Team meetings
  - b. Participate in all CSEY Case Team Staffings for involved cases.
  - c. Inform the Care Coordinator regarding case updates as needed
  
5. Texas Department of Family and Protective Services agrees to:
  - a. Participate in scheduled CSEY Team meetings
  - b. Participate in all CSEY Case Team Staffings for involved cases.
  - c. Inform the Care Coordinator regarding case updates as needed
  
6. Travis County District Attorney's Office agrees to:
  - a. Participate in scheduled CSEY Team meetings
  - b. Participate in all CSEY Case Team Staffings for involved cases.
  - c. Inform the Care Coordinator regarding case updates as needed
  
7. The SAFE Alliance agrees to:
  - a. Participate in scheduled CSEY Team meetings
  - b. Participate in all CSEY Case Team Staffings for involved cases.
  - c. Collaborate with Refugee Services of Texas to provide 24/7 coverage for crisis referrals from CSEY team agencies
  - d. Inform the Care Coordinator regarding case updates as needed
  
8. The Refugee Services of Texas agrees to:
  - a. Participate in scheduled CSEY Team meetings
  - b. Participate in all CSEY Case Team Staffings for involved cases.
  - c. Collaborate with SAFE Alliance to provide 24/7 coverage for crisis referrals from CSEY team agencies
  - d. Inform the Care Coordinator regarding case updates as needed
  
9. Dell Children's Medical Center agrees to, as permitted by applicable laws regarding the privacy and security of health information:
  - a. Participate in scheduled CSEY Team meetings
  - b. Participate in all CSEY Case Team Staffings for involved cases.
  - c. Inform the Care Coordinator regarding case updates as needed
  
10. Juvenile Probation agrees to:
  - a. Participate in scheduled CSEY Team meetings
  - b. Participate in all CSEY Case Team Staffings for involved cases.
  - c. Inform the Care Coordinator regarding case updates as needed

**VII. Memorandum of Understanding Signatures**

We, the undersigned, approve the CSEY activities and responsibilities outlined in this MOU. The undersigned agree to the terms of this MOU and to the CSEY Care Coordination Guidelines.

Each person signing this Agreement below warrants that he or she has power and authority, or has been designated by the individual identified on this Agreement, to bind the Party for which he or she signs to all the terms and conditions of this Agreement.

This Agreement may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterpart shall be deemed an original, but all such counterparts put together shall constitute but one and the same Agreement.. Signatures to this Agreement transmitted by .pdf, electronic mail or other electronic means and shall be treated as originals in all respects for purposes of this Agreement.

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JOSE GARZA  
TRAVIS COUNTY DISTRICT ATTORNEY  
TRAVIS COUNTY DISTRICT ATTORNEY’S OFFICE

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DATE

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MIKE SPEAR  
AUSTIN POLICE SERGEANT  
AUSTIN POLICE DEPARTMENT

\_\_\_\_\_  
DATE

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SALLY HERNANDEZ  
TRAVIS COUNTY SHERIFF  
TRAVIS COUNTY SHERIFF'S OFFICE

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DATE

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RUSSELL SMITH  
CHIEF EXECUTIVE OFFICER  
REFUGEE SERVICES OF TEXAS

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DATE

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MICHAEL TORRES  
CHIEF EXECUTIVE OFFICER  
CENTER FOR CHILD PROTECTION

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DATE

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CHRISTANN VASQUEZ  
CHIEF OPERATING OFFICER  
ASCENSION TEXAS

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DATE

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GREG EAKENS  
REGIONAL DIRECTOR, SPECIAL INVESTIGATION (SI)  
DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES

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DATE

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LINDSEY VAN BUSKIRK

REGIONAL DIRECTOR, Child Protective Services (CPS)

DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES

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DATE

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LISA GUYTON

REGIONAL DIRECTOR, Child Protective Investigations (CPI)

DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES

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DATE

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JUSTIN LEWIS

DIRECTOR, Child Care Investigations (CCI)

DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES

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DATE

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DARRYL HARRISON

INTERIM CHIEF JUVENILE PROBATION OFFICER

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

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DATE



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KELLY WHITE

CO-CHIEF EXECUTIVE OFFICER

SAFE

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DATE

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STEVEN MCCRAW

DIRECTOR

DEPARTMENT OF PUBLIC SAFETY

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DATE

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JASON O'MALLEY

CHIEF OF POLICE

PFLUGERVILLE POLICE DEPARTMENT

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DATE