

MEMORANDUM OF UNDERSTANDING
BETWEEN
WESTCOAST CHILDREN'S CLINIC AND
HIDALGO COUNTY
OFFICE OF THE CRIMINAL DISTRICT ATTORNEY

Implementation of the *Commercial Sexual Exploitation-Identification Tool (CSE-IT)*

Purpose and Background

This Memorandum of Understanding (MOU) is entered into between the Hidalgo County Office of the Criminal District Attorney, herein HCDA, and the WestCoast Children's Clinic (WestCoast) to implement a screening tool to identify commercially sexually exploited children (CSEC).

1. Term

This MOU shall be effective as of January 15, 2019 and shall continue in effect unless earlier terminated in accordance with applicable provisions of the MOU.

2. Services to be Provided

HCDA's responsibilities include implementing the screening tool and submitting data to WestCoast.

The HCDA agrees to provide the following services:

1. Identify a Site Coordinator to be the primary contact person for the project and identify staff who will use the CSE-IT and staff who will become CSE-IT trainers.
2. Staff using the CSE-IT will participate in the User Training and complete a service provider information form, asking for demographic information and years of experience and comfort level working with CSEC. This form will only be filled out once by staff.
3. Staff becoming CSE-IT Trainers will participate in the Train-the-Trainer, which includes a User Training session, and complete all required certification activities. Staff becoming CSE-IT Trainers will meet one of the following requirements:
 - a. Have 6 months of experience using the CSE-IT to screen youth.
 - b. Have 6 months of experience directly supervising staff using the CSE-IT, and have a strong working understanding of the CSE-IT indicators and how the tool is used.
 - c. Be a dedicated trainer employed by HCDA, with experience providing CSEC training, and successfully completing train-the-trainer programs for other professional education curricula.
 - d. WestCoast reserves the right to modify these requirements as needed and appropriate, including shortening the length of time a person must use or supervise use of the tool, before an agency may participate in a Train-the-Trainer.
4. Staff will complete the CSE-IT and demographic information for all youth meeting the criteria for screening, those age 10 and over. Data will be entered electronically through a web form following guidelines in section 3. Data Entry, Sharing, and Reporting.

WestCoast agrees to provide the following services:

1. Provide User Training to staff. Training costs will be agreed upon between WCC and HCDA.

2. Provide Train-the-Trainer to identified staff.
3. Provide technical assistance to the site as needed. This may be coordinated through the Site Coordinator.
4. Aggregate data for summary reports.
5. Provide reports to the Site Coordinator on a regular basis. Reports will include:
 - a. Number of youth screened by user, service unit, or other parameter as requested.
 - b. Number of youth identified as meeting a level of no concern, possible concern, and clear concern for commercial sexual exploitation by: race/ethnicity, gender, age, and sexual orientation.

WestCoast reserves the right to publish anonymous, aggregated information from screening data in both verbal and written form. WestCoast will only report data in the aggregate. This includes data about youth and about service providers who work with youth.

3. Data Entry, Sharing, and Reporting

All screening data will be entered online, constituting data-sharing with WestCoast. Screening data must be entered using a statewide “youth code.” This youth code will be seen by WestCoast Children’s Clinic and HCDA only. The purpose of the youth code is to determine multiple screenings of individual youth over time or by different agencies, in order to accurately establish prevalence and analyze trends within Texas. The “youth code” will be created using this formula: The first initial of youth’s first name and last name + youth’s birth year in format YYYY. An example youth code for Tom Grant born July 2, 2004 is TG2004.

HCDA and WestCoast agree that WestCoast will provide aggregated HCDA reports regularly to the third-party evaluator contracted with the Office of the Governor, State of Texas (Office of the Governor). These reports will contain aggregated screening and demographic data, but will not describe individual youth. Additionally, HCDA data will be used in analytic reports provided to the third-party evaluator contracted with the Office of the Governor, describing general local, regional, and statewide activities and trends. These reports will be used to inform strategic planning to address child sex trafficking by the Office of the Governor, State of Texas.

4. Confidentiality

Protection of children’s confidentiality is critical to both HCDA and WestCoast. As such, all signatories will abide by HIPAA regulations or any and all applicable confidentiality requirements in accordance with United States and Texas law, as appropriate, and their own agency and professional confidentiality requirements. In addition, WestCoast will abide by all California law governing confidentiality of data.

Confidentiality of HCDA staff and clients will be maintained in all verbal and written dissemination of the findings. Project partners will be acknowledged as a partner in written and oral communications or can choose not to be publicly acknowledged.

All partners are to maintain data securely, and protect the confidentiality and identity of project participants. Data includes, but is not limited to, the completed screening tool, youth demographics, case reporting form, and service provider information form. Data will not be downloaded on any personal devices and not be shared beyond the parameters described in this MOU without written

permission. This includes, but is not limited to, written and verbal information about the project in the form of conference presentations, journal articles, white papers, and policy briefs.

5. Termination

This MOU is subject to revision and amendment as circumstances and conditions change. If the requirements of the MOU are not met, funding is suspended, and/or performance deficiencies are not corrected, the MOU will be terminated. Either party may also terminate this MOU without cause. Written notice of termination to the other party must be provided at least thirty (30) days prior to the effective date of termination for any reason.

6. Authority to enter into MOU

All individuals executing this MOU hereby warrant that authorization has been given to them by their respective agencies.

WestCoast Children's Clinic
Stacey A. Katz
Chief Executive Officer

Hidalgo County Office of the Criminal District Attorney
Ricardo Rodriguez, Jr.
Criminal District Attorney

Signature

Signature

Date

Date