

Memorandum of Understanding
Texas Department of Family and Protective Services – Human Trafficking Division
and
Texas Court Appointed Special Advocates
January 2025

I. CASA and DFPS Human Trafficking Partnership

The purpose of this Memorandum of Understanding (MOU) is to define and foster a collaborative working relationship between Texas Court Appointed Special Advocates (Texas CASA) and the Texas Department of Family and Protective Services across Texas as it relates to anti-child trafficking efforts, herein referred to as CASA Anti-Child Trafficking (ACT).

For other and standard information on how DFPS and Texas CASA, work together please refer to the respective statewide MOU dated November 2024.

II. Notifications

- A. DFPS Human Trafficking Division will collaboratively work with Texas CASA, to support the development of CASA Anti-Human Trafficking best practices, policies and procedures, including local CASA program's use and implementation of the CSE-IT.
- B. DFPS and CASA/GAL have entered into a separate Statewide Memorandum of Understanding (MOU), separate from this statewide HT MOU. DFPS and CASA/GAL agree to adhere to the standards, i.e. Confidentiality, Security breach, etc. outlined in the Statewide DFPS CASA MOU for their work together on the Statewide MOU and the HT MOU.
- C. Texas CASA will notify DFPS Human Trafficking (HT) Division at HumanTrafficking@dfps.texas.gov:
 - i. If made aware that a local CASA program is becoming active in the anti-child trafficking advocacy work, and
 - ii. When staff at a local CASA program has been trained to use the Commercial Sexual Exploitation-Identification Tool (CSE-IT) and will provide the local CASA point of contact information.
- D. DFPS Human Trafficking Division will ensure local CASA programs pursuing any CASA ACT efforts are advised of all known community-child welfare existing partnerships working in anti-trafficking and will coordinate introductions to support a local CASA program's ACT efforts.
- E. DFPS will notify the local Care Coordinator (when applicable) (the entity appointed by the local Care Coordination Team (CCT) to lead the CCT's efforts of providing children and youth victims of sex trafficking with a continuum of care that includes planning and delivering services in the short and long term) when CASA/GAL has been appointed for a child or youth who is subject of the CCT meeting.
- F. DFPS will notify and invite the CASA/GAL who has been appointed to a child/youth who is the subject of the *Recovery Meeting for Confirmed Victims*.

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- G. DFPS must adhere to *Recovery Meetings for Confirmed Victims* timeframes. If CASA/GAL is unable to participate, plans and decisions may be shared as soon as possible, no later than five days following the meeting.

Commercial Sexual Exploitation-Identification Tool (CSE-IT) Coordination

- A. For a CASA/GAL to perform the Commercial Sexual Exploitation-Identification Tool (CSE-IT) on a child/youth in DFPS Conservatorship, a CASA/GAL must be appointed.
- B. When completing the CSE-IT, CASA/GAL and DFPS will collaborate to protect confidentiality, streamline efforts, minimize redundancies and provide a trauma-informed care response.
- C. Responsibilities in Executing the CSE-IT
- i. CASA/GAL staff will notify the caseworker when they believe a child/youth in DFPS's Conservatorship, needs a CSE-IT.
 - ii. DFPS will notify CASA/GAL staff whether a CSE-IT has been completed on the child/youth.
 - iii. If DFPS and CASA/GAL staff jointly decide a CSE-IT is needed, they will coordinate and collaborate on CSE-IT completion.
 - iv. CSE-IT trained CASA/GAL staff will be the only individuals within the CASA/GAL program who complete the CSE-IT. CASA/GAL volunteers are not to complete the CSE-IT. Youth do not participate in the CSE-IT.
 - v. Prior to completing the CSE-IT, CASA/GAL programs should implement the first stages/phases of the CASA ACT Program Guide.
 - vi. CASA/GAL staff will attempt to contact and notify the child's caseworker about the plan to complete the CSE-IT screening and will endeavor to involve the caseworker in this process. The inability to reach the caseworker will not delay the screening. If the caseworker is not present or available for the screening, CASA/GAL staff will advise the child's caseworker of the completion date and the overall score of the CSE-IT as soon as possible but no later than 5 business days.
 - vii. CASA/GAL staff will report all Clear Concerns scores to the Law Enforcement Agency, the Department of Family and Protective Services (DFPS) Statewide Intake (SWI) and the youth's primary caseworker immediately, but no later than eight hours. The online reporting option will not be used for reporting concerns of sex trafficking.
 - viii. DFPS will refer the child to a CCT if a local CCT is in operation.
 - ix. If at any time CASA/GAL staff does not receive a response within 72 hours from the child's caseworker to requested information, requested communication, service referral or has other concerns, the parties are committed to following the appropriate chain of command, starting with the caseworker's supervisor, and working up until the matter is resolved.

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- x. CASA staff and volunteers may advocate for Care Coordination Services and CSEY Advocate services for the youth when appropriate.
- xi. CASA staff will share all CSE-IT results and scoring with DFPS staff. In circumstances where DFPS staff or another partner completed the CSE-IT, results and scoring can be shared with the authorized CASA staff.
- xii. For all CSE-IT scores reported to DFPS, DFPS will follow internal policies and procedures to aid the child/youth. Confidential information about an individual child, including the CSE-IT scoring and basis for scoring, shall only be shared by CASA staff necessary for the care and protection of the child. The information shared should always be the minimum necessary for the care and protection of the child and follow DFPS and CASA policies. The screening data is considered to be part of a child's case record, and therefore cannot be shared with any other subsequent party that is not part of the original agreement.

III. Protect Confidentiality

The confidentiality practices as outlined in the statewide CASA and DFPS MOU remain in place and are further outlined:

Sharing confidential information

- A. Information used to inform CSE-IT scoring and subsequent results are also deemed confidential and under the purview of DFPS. The screening data is considered to be part of a child's case record, and therefore cannot be shared with any other subsequent party that is not part of the original agreement. The sharing of a child's PHI/Protected Health Information or PII/Personal Identifiable Information for service referral(s) and/or provision of resources must be coordinated by DFPS.
- B. CASA staff and volunteers may not share information from files and records with individuals or entities not a party to the DFPS case. If an outside entity requests records or files about a child or family in order to provide services, direct the request to the DFPS caseworker.

Note: Prior to DFPS sharing information in a CCT, Multi-Disciplinary Team (MDT) staffing, or MDT Case Review with a party not a partner of the MDT, a Care Coordination and Release of Information (ROI) must be executed and held on file with the Care Coordinator and DFPS. The ROI must be signed by DFPS, if the child/youth is in DFPS Conservatorship. For DFPS cases in which a child/youth is in the custody of their parent/legal guardian the parent or legal guardian must sign the ROI. A local CASA program may be involved in a CCT meeting concerning a child or youth involved with DFPS, if that local CASA program, has been appointed as CASA/GAL of that subject child/youth and an ROI has been executed.

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- C. Texas CASA staff and/or their consultants/contractors may not be given access to confidential records or files about a child or family in which a local CASA program has been appointed.

IV. MOU Management

In the event of any questions or concerns regarding this MOU, the parties designate the following individuals as the Point of Contact for their respective agency:

A. Texas CASA

Deedra Baker
Chief Network Services Officer
1501 West Anderson Lane, Suite B-2
Austin, TX 78757
512-610-6108
dbaker@texascasa.org

B. DFPS

Blanca Denise Lance
Director of Human Trafficking
4900 N. Lamar Blvd MC: 4-110
Austin, TX 7751
512-944-5582
blanca.lance@dfps.texas.gov

Terms of Agreement

A. Effective Date

This agreement is effective upon signatures of the undersigned parties (excluding the Local Leadership Acknowledgment) and will remain in effect until it is:

- i. Modified by agreement between Texas CASA and DFPS; or
- ii. Terminated by either party. Either party may terminate this agreement without cause by giving the other party written notice of termination.

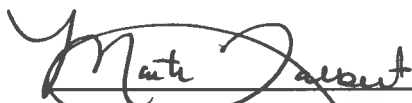
B. Local Acknowledgement and Implementation of Statewide MOU

- i. Local CASA/GAL programs and DFPS or to the extent that a Single Source Continuum Contractor (SSCC) is acting as an authorized agent of the Department of Family and Protective Services in the local region, agree to execute a Local Leadership Agreement and incorporate this MOU into practice. CASA/GAL and DFPS, or an SSCC as an authorized agent, will abide by and comply with the terms of this MOU. The parties will share the Statewide MOU with staff in support of ongoing understanding and commitment to the collaborative efforts and working relationships outlined. This MOU does not

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supersede the Statewide MOU between CASA and DFPS and does not conflict
nor amend any policies or practices implemented by the Statewide MOU.

Signatures

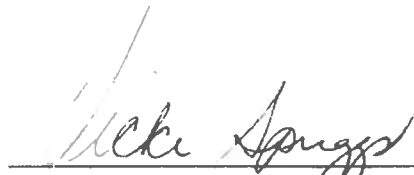


**Texas Department of Family and
Protective Services**

Marta Talbert

Associate Commissioner for
Child Protective Investigations

Date: 2/12/25



Texas Court Appointed Special Advocates

Vicki Spriggs

Chief Executive Officer

Date: 1/29/25



**Texas Department of Family and
Protective Services**

Erica Banuelos

Associate Commissioner for
Child Protective Services

Date: 2/12/25

Local Leadership Acknowledgement

The local representatives named below have met and reviewed the Memorandum of Understanding (MOU) between the Texas Department of Family and Protective Services and Texas Court Appointed Special Advocates (CASA) that was adopted January 2025.

Note: DFPS contracts within a geographic service area with a single contractor, officially known as a Single Source Continuum Contractor (SSCC). The SSCC oversees Community-Based Care for the geographic service area and develops a network of services, foster homes, and other living arrangements and, when ready, provides case management for each child from that community, in lieu of DFPS – Child Protective Services (traditional foster care). Therefore, the SSCC will adopt the same responsibilities, functions, and duties under the MOU as Child Protective Services when officially in Stage II of implementation.

As local representatives, we agree to review this agreement every two years and re-commit to the working relationships, collaborations, and agreements contained herein.

We further agree to undertake the responsibility of sharing this MOU with all appropriate staff and volunteers, so that all working together locally will understand and commit to support collaborative work in the constructive and agreed upon manner outlined in the DFPS and Texas CASA Human Trafficking MOU.

Upon signatures, DFPS will share this agreement with the Child Protective Services/SSCCs where applicable, and Special Investigations Regional Directors in addition to Director of Child Care Investigations.

We, local representatives, understand that no modifications can be made to the adopted DFPS and Texas CASA Human Trafficking MOU.

Local practices may be developed to further define the implementation and coordination required by the practices and procedures agreed to in the DFPS and Texas CASA Human Trafficking MOU and should be vetted with the MOU Management Points of contact for Texas CASA and DFPS.

**LOCAL LEADERSHIP ACKNOWLEDGEMENT
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Signatures

**In Texas Department of Family and
Protective Services**

Signatory's Name
Regional Director for
Child Protective Investigations
Date: _____

Local CASA Agency Name

Signatory's Name
Signatory's Title
Date: _____

**Texas Department of Family and
Protective Services**

Signatory's Name
Regional Director for
Child Protective Services
Date: _____

SSCC Name, if applicable

Signatory's Name
Signatory's Title
Date: _____