

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF SAN ANTONIO AND
THE BEXAR COUNTY SHERIFF'S OFFICE**

This agreement ("Agreement") is entered into by and between the City of San Antonio, a Texas Municipal Corporation, ("City"), acting by and through its City Manager or designee pursuant to Ordinance No. _____ dated _____ 2023, and the Bexar County Sheriff's Office, acting by and through its duly authorized representative ("BCSO") (collectively, the "Parties").

WHEREAS, the City and the BCSO are political subdivisions of the State of Texas and both desire to enter into this Agreement; and

WHEREAS, the City through the San Antonio Metropolitan Health District's ("Metro Health") Domestic Violence Prevention Program ("Program") provides emergency support and long-term case management services to help victims stay safe and empower them to escape abuse; and

WHEREAS, the BCSO identifies victims of domestic violence during its responses to calls for service and initiates a cooperative series of actions to support victims; and

WHEREAS, the Southwest Texas Regional Advisory Council (STRAC) maintains a "Navigation Line" through its 24/7 call center called MEDCOM which is STRAC's call center designed to help route first responders and public safety personnel to services to assist community members at the time of need; and

WHEREAS, under this Agreement, BCSO will route domestic violence calls through STRAC's "Navigation Line" to the Program for the Program to then provide crisis and case management services to Bexar County residents that experience domestic violence; and

WHEREAS, this Agreement defines the terms in connection with the parties' specific roles or requirements relevant to the provision of crisis and case management services for individuals referred by the BCSO to the Program; and

WHEREAS, these crisis and case management services for County residents were identified and recommended by the Collaborative Commission on Domestic Violence for Bexar County, which is a City-County joint collaborative ("Collaborative"); and

WHEREAS, this Agreement delineates the Parties' responsibilities in meeting the anticipated needs of BCSO and the City in order to promote the goals of the Program and furthering public health; and

NOW THEREFORE, the Parties agree as follows:

I. Purpose of the Agreement

The purpose of this Agreement (MOA) is to set out the parties' specific roles or requirements relevant to case management services for individuals who experience domestic violence referred by the BCSO as identified and recommended by the Collaborative, which is a City-County joint collaborative in support of the prevention of domestic violence within Bexar County.

II. Definitions

"Agreement" means this Memorandum of Agreement, including all documents attached or incorporated by reference.

"Data" means the data provided by BCSO, whether that data originated in BCSO or in another entity, and any fields or variables derived from these data, on whatever media they shall exist.

“MEDCOM” shall mean STRAC’s 24/7 call center which maintains a “Navigation Line” designed to help route first responders and public safety personnel to services to assist community members at the time of need.

“Victim” shall mean a person who may have experienced domestic violence.

III. Term and Termination

3.1 **Term:** Unless terminated as provided for in this Agreement, the term of this MOA begins on October 1, 2023, and ends on December 31, 2023. Upon agreement of the Parties, this Agreement may be renewed upon the same terms and conditions for an additional 3 month term through March 31, 2024. The renewal shall be in writing and signed by the Director of Metro Health without further action by the San Antonio City Council.

3.2 **Termination:** The Parties agree that either Party may terminate this Agreement with or without cause upon 30 days written notice to the other Party.

3.3 This Agreement shall terminate in the event sufficient funds are not appropriated by either Party to meet its obligations herein in any fiscal year. The Parties further agree that should any funding including grant funds, or other funds from a state or federal source, designated for the provision of a specific service or obligation by either Party are reduced or terminated, the affected Party may reduce or cease to provide said obligations commensurate with the reduced level of funding, and such reduction shall not be a breach of this agreement. If such a reduction or cessation of service is necessary, the Party reducing services shall provide notice of such reduction to the other Party no later than 30 days after such reduction has been instituted.

IV. BCSO’s Responsibilities

4.1 BCSO will route calls for victim support through MEDCOM, maintained by STRAC.

4.2 BCSO will conduct the victim threat and risk assessment in cooperation with MEDCOM personnel and coordinate emergency on-scene safety services, such as transport to a safe location.

4.3 BCSO will provide safety information materials to victims.

4.4 BCSO will provide Data and information to Metro Health that will assist with victim support and case management services and provide Data and documentation required for inclusion in any report required by the City.

V. City Responsibilities

5.1 City will provide staff to provide 24 hour coverage in support of MEDCOM’s domestic violence “Navigation Line” for responding to victims of domestic violence and providing case management services for persons referred by the BCSO through MEDCOM.

5.2 City will contact victims within the following timeframes based on the level of risk assessed on-scene by BCSO and MEDCOM:

- a. High-risk requires contact within 24 hours of receiving the victim referral.
- b. Not high-risk requires contact within 24-48 hours of receiving the victim referral.

5.3 As applicable, City will provide services to victims whose domestic violence cases meet at least one of the following criteria regarding the relationship between the alleged abuser and victim:

- a. Married or common law spouse (do not have to live in the same household)
- b. Dating
- c. Former partners (previously lived together and/or have child)
- d. Adult child and parent living in the same household
- e. The victim is pregnant

Support services to be provided may include the following as appropriate for each person:

- a. Safety planning
- b. Temporary shelter

- c. Emotional support
- d. Transportation assistance
- e. Home security equipment
- f. Financial assistance for basic needs such as food and clothing
- g. Assistance with applications for benefits and long-term housing
- h. Referrals to other organizations for counseling, legal assistance, job training, and other assistance
- i. Peer support group

5.4 Collaborate with BCSO to share information between agencies that will assist with victim support and case management services. Information provided by City will be consistent with federal and state privacy laws, including the State of Texas Family Code, and City policies regarding sharing information about victims.

VI. Compensation

6.1 BCSO agrees to pay City an amount of \$78,331.00 per month for a total amount not to exceed \$234,993.00 as total compensation to be paid to City for services provided under this Agreement.

6.2 City shall submit an invoice to BCSO upon completion of all services, which BCSO shall pay within 30 days of receipt.

6.3 BCSO shall remain liable for the payment of services rendered under this Agreement until all such payments are made and received by City. BCSO's liability is not reduced or diminished by any amount by a third party's failure to pay for services rendered hereunder.

6.4 BCSO agrees to provide any and all documentation required for inclusion in any report required by the City.

VII. Insurance

BCSO agrees to accept responsibility for damages to their property and any claims that arises during the duration of the contact. BCSO shall obtain their own insurance coverage to protect their property and in the event of a claim. BCSO agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

VIII. Indemnification

BCSO and City acknowledge they are subject to, and comply with, the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practice and Remedies Code, Section 101.001, et. seq., and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

IX. Confidentiality

9.1 BCSO acknowledges that in connection with the services to be performed under this Agreement by BCSO, BCSO and its employees may be acquiring and making use of certain confidential information of the City and Metro Health which includes, but is not limited to, management reports, financial statements, internal memoranda, reports, patient lists/health information, and other materials or records of a proprietary nature ("Confidential Information"). Therefore, in order to protect the Confidential Information, BCSO and its employees shall not use the Confidential Information except in connection with the performance of services pursuant to this Agreement, or divulge the Confidential Information to any third party, unless the City consents in writing to such use or divulgence or disclosure is required by law. In the event BCSO receives a request or demand for the disclosure of Confidential Information, BCSO shall immediately provide written notice to the City of such request or demand, including a copy of any written element of such request or demand. BCSO further agrees to adequately instruct its employees and all personnel that may provide services pursuant to this Agreement regarding the confidentiality and privacy of records including patients and patients' medical records. All such instructions shall be in accordance with the formal policies and rules of the City and with all federal and state laws and regulations regarding patient and medical record confidentiality. BCSO assumes full responsibility for any breach of confidence by its employees or its staff with regard to the provision of services under this Agreement.

9.2 BCSO shall comply with standard practices of confidentiality of patient information as required by Metro Health and by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Texas State privacy laws. BCSO shall execute a HIPAA Business Associate Agreement in substantially the same form as shown in **Attachment I**, which is intended to protect the privacy and provide for the security of Protected Health Information disclosed pursuant to this Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, as amended, and regulations promulgated thereunder by the U.S. Department of Health and Human Services and other applicable laws.

9.3 No reports, information, evaluation, data or any other documentation developed by, given to, prepared by, or assembled by BCSO under this Agreement shall be disclosed or made available to any individual or organization by BCSO without express written approval of the City. If BCSO receives inquiries regarding documents within their possession pursuant to this Agreement, BCSO shall immediately forward such request to the City for disposition.

X. Ownership of Documents

Any and all writings, reports, documents or information in whatsoever form and character produced by BCSO pursuant to the provisions of this Agreement is the exclusive property of City without limitation; and no such writing, document or information shall be the subject of any copyright or proprietary claim by BCSO. BCSO understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction.

XI. Notice

All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (a) personal delivery; (b) certified or registered United States mail, return receipt requested; or (c) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below:

City:

City of San Antonio
San Antonio Metropolitan Health District
Attn: Director
100 W. Houston, 14th floor
San Antonio, TX 78205

BCSO:

Bexar County Sheriff's Office
Attn: Javier Salazar, Sheriff
200 N. Comal
San Antonio, TX 78207

XII. Independent Contractor

BCSO is an independent contractor, and neither BCSO nor any of its agents, representatives, staff or employees shall be considered agents, representatives, or employees of the City. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relations between the parties hereto. BCSO shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. City shall not provide BCSO staff any salaries, insurance or other benefits.

XIII. Non-Discrimination

As a party to this contract, BCSO understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X. of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein

XIV. Amendments

14.1 Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and BCSO. The Director of Metro Health shall have authority to execute amendments on behalf of the City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by the City.

14.2 It is understood and agreed by Parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto and shall become a part hereof as of the effective date of the rule, regulation or law.

XV. Licenses/Certifications

BCSO warrants and certifies that BCSO and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XVI. Compliance

BCSO shall provide and perform all services under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations and shall comply with standards, guidelines, and policies of the City and Metro Health.

XVII. Small Business Economic Development Advocacy

Non-discrimination. As a condition of entering into this Agreement, BCSO represents and warrants that it will comply with CITY's Commercial Nondiscrimination Policy, as described under Section IIIC.1 of the SBEDA Ordinance. As part of such compliance, BCSO shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall BCSO retaliate against any person for reporting instances of such discrimination. BCSO shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in CITY's Relevant Marketplace. BCSO understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of BCSO from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. BCSO shall include this nondiscrimination clause in all subcontracts for the performance of this Agreement.

XVIII. Assignment

This Agreement is not assignable by either party without the prior written consent of the other party. Any assignment without such written consent shall be void.

XIX. Severability

If any provision of this Agreement is for any reason held to be unconstitutional, void or invalid, the remaining provisions or sections contained herein shall remain in effect and the section so held shall be reformed to reflect the intent of the parties.

XX. Captions

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

XXI. Texas Law to Apply/Venue

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties created hereunder are performable in Bexar County, Texas. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas. The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

XXII. Legal Construction

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

XXIII. Entire Agreement

The final and entire Memorandum of Agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the parties hereto unless same be in writing, dated subsequent to the date hereof, and duly executed by the parties.

In witness whereof, the parties have caused this MOA to be executed as of the day and year listed below.

**CITY OF SAN ANTONIO,
a Texas Municipal Corporation**

BEXAR COUNTY

Erik Walsh
City Manager
City of San Antonio

Peter Sakai
County Judge

Date

Date

Approved as to Form:

Approved as to Legal Form:

Andy Segovia
City Attorney

Assistant Criminal District Attorney
Civil Division

APPROVED:

Sheriff Javier Salazar
Bexar County Sheriff's Office