

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY'S OFFICE AND
BCFS HEALTH AND HUMAN SERVICES**

This Memorandum of Understanding ("Agreement") is made on this the _____ day of _____ 2021, by and between BCFS Health and Human Services, located at 17319 San Pedro Ave. Suite 208, San Antonio, Texas 78232 ("Common Thread") and the Hidalgo County Criminal District Attorney's Office, located at 100 E. Cano St., Edinburg, Texas 78539 ("DISTRICT ATTORNEY").

- I. **PURPOSE.** The purpose of this Agreement is to:
 - A. Provide Common Thread advocacy for survivors served by, DISTRICT ATTORNEY; and
 - B. Collaborate on case planning and service provision to support effective investigation and compliance with court orders, as relevant

- II. **TERM OF THE AGREEMENT.** The term of this Agreement will commence on January 26, 2021 and continue until one party notifies the other in writing at least 30 days prior to the expiration of said term of its intention to not renew or to otherwise amend this Agreement. This term is contingent upon Common Thread's notice of award.

- III. **OTHER DEFINITIONS. The following definitions apply:**
 - A. **Agreement: This Memorandum of Understanding.**

- IV. **COLLABORATIVE COMPONENTS:**
 - A. **DISTRICT ATTORNEY WILL**
 - 1. Identify eligible Participants for Common Thread as deemed appropriate by DISTRICT ATTORNEY. Eligible participants will be male, female, domestic, and foreign born survivors of sex trafficking prior to their 25th birthday, and likely victims who are identified as "clear concern" survivors of child sex trafficking.
 - 2. Provide eligible Participants with information to Call Common Thread's 24-hour hotline at 1-888-8THREAD, and provide a safe address at which Common Thread advocate may meet the Participant.
 - a. Call information will be made as quickly as possible after identification, to allow for Common Thread hospital accompaniment, support at the law enforcement office, or immediate support at a drop-in center or shelter intake whenever possible.
 - 3. Communicate with Common Thread to ensure the effective delivery of services.
 - 4. Coordinate joint law enforcement and forensic interviews with identified victims whenever possible, to limit the number of times a victim is interviewed whenever feasible
 - 5. Allow quarterly trainings of DISTRICT ATTORNEY personnel by Common Thread
 - 6. To the extent permissible by law, inform Common Thread of upcoming victim interviews or court dates which may benefit from Common Thread accompaniment
 - 7. Maintain client confidentiality. Any information shared between DISTRICT ATTORNEY and Common Thread will be shared for the purposes of collaborative case planning. Unless required by law, DISTRICT ATTORNEY will not share information gathered by Common Thread with third parties (re-

disclose) without the express written consent of Common Thread, who will ensure the participant's consent prior to authorizing information sharing (see below section of Common Thread responsibilities).

8. Provide feedback to Common Thread regarding the partnership to ensure continuous quality of provision of services.

B. Common Thread will:

1. Within 90 minutes of receiving an emergency hotline referral with the Common Thread service area from **DISTRICT ATTORNEY** and confirming capacity, ensure that an advocate arrives at the designated location to meet the Participant.
2. If a non-emergent hotline referral is placed an appointment is scheduled, ensured the assigned advocate arrives on time and as planned.
3. Ensure all cases are reported to **DISTRICT ATTORNEY** as required by law, and actively encourage victims to self-disclose to law enforcement regardless of the mandate.
4. Share data with **DISTRICT ATTORNEY** regarding the number of victims identified and outcomes
5. Refer participants referred as "Clear Concern" who are later determined to have not been survivors of child sex trafficking to appropriate community resources.
6. Communicate with **DISTRICT ATTORNEY** to ensure effective delivery of services.
7. Abide by all mandated reporting laws, including within the family and penal codes.
8. Facilitate continued **DISTRICT ATTORNEY** access to clients whenever possible during an investigation, even if the child relocates.
9. Continue to provide advocacy services to Participants, until the participant requests case closure, the participant has sustained "maintenance" state of change and is assessed to be prepared for case closure, services are requested to terminate by the service provider's funding agency, or the case has reached 18 months of active service, whichever comes first. If services terminate for any reason, services may be reinitiated should the client re-engage with Common Thread and the program assesses the client's current needs as appropriate for the program.
10. Maintain strict confidentiality of all information and records relating to all Participants, and not re-disclose any information regarding any Participant except as required by law or as necessary to perform the services provided pursuant to this Agreement.
11. Ensure that individuals providing services under this Agreement have the necessary qualifications to perform the services to which they are assigned.
12. Ensure that advocates who provide services directly to Participants undergo background checks and child abuse and neglect history screenings.
13. Provide feedback to **DISTRICT ATTORNEY** regarding the partnership to ensure continuous quality of provision of services.

V. **REQUIRED BACKGROUND CHECKS AND TRAINING.**

- A. All employees, volunteers, or any other individuals working under the auspices of the Common Thread who may have direct access to participants must undergo fingerprint-based background searches and child abuse registry checks. The child abuse registry checks will be conducted through the Texas Department of Family Protective Services ("TDFPS") Central Registry of Child Abuse and Neglect. Both Common Thread and **DISTRICT ATTORNEY** ensure that all employees, volunteers, or any other individuals interacting with survivors via this partnership have satisfactorily passed these background searches and registry checks. Individuals with a disqualifying criminal history are prohibited from providing services under this Agreement. Additionally, if the Common Thread and/or **DISTRICT ATTORNEY** receives future notification of an arrest of any personnel for potentially disqualifying criminal conduct, the individual with said conduct may be removed from providing services under this Agreement.

VI. DUTY TO REPORT

- A. All Common Thread personnel are "mandated reporters," and will report any allegation or witnessing of abuse or neglect to the appropriate authorities. Common Thread maintains a Zero Tolerance Policy and will immediately terminate any personnel found to have engaged in the abuse or neglect of a child or to have knowingly withheld information contributing to the abuse or neglect of a child.

VII. ADDITIONAL TERMS

- A. Legal Compliance. Common Thread and **DISTRICT ATTORNEY** will adhere to all federal, state, county and city laws, ordinances, regulations, and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Agreement.
- B. Confidentiality. Common Thread and **DISTRICT ATTORNEY** will maintain strict confidentiality of all information and records relating to all participants and will not re-disclose the information except as required to perform the services pursuant to this Agreement, or as may be required by law.
- C. Equal Opportunity. Common Thread and **DISTRICT ATTORNEY** will respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, parent/ legal guardian/ custodian on the basis of age, race, color, sex, religion, disability, national origin, or other legally protected categories, classes, or characteristics.
- D. Funding. Funding for services under this Agreement shall be provided from any appropriate funding agency. Common Thread and **DISTRICT ATTORNEY** mutual obligation to perform services under this Agreement is contingent upon funding being available. Neither the Common Thread nor **DISTRICT ATTORNEY** has any obligation to pay for these services and will not be presented with any bill for payment
- E. Agreements Superseded. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.
- F. Amendments. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, be dated subsequent to the date hereof, and be duly executed by the parties hereof.
- G. Law Governing Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and obligations and undertakings of each of the parties to this Agreement shall be performable in the County of Hidalgo, Texas.

VIII. NOTICES

All notices or other writing required under this Agreement shall be deemed to have been made when sent by certified or registered mail, return receipt request, to the following address:

TO DISTRICT ATTORNEY:

Ricardo Rodriguez, Jr.
Hidalgo County Criminal District Attorney's Office
100 E. Cano
Edinburg, TX 78539

With Copy To:

Sarina M. Rios, Acting Victims Unit Director

TO COMMON THREAD:

Chara McMichael
Executive Director
17319 San Pedro Ave., Suite
208
San Antonio, Texas 78232

IX. COMPENSATION

DISTRICT ATTORNEY will not receive any reimbursement from Common Thread for any services collaborative effort, and/or services provided. Common Thread will not receive any reimbursement from **DISTRICT ATTORNEY** for any services collaborative effort, and/or services provided

X. TERMINATION

Either party may terminate this Agreement at any time, with or without cause, upon 30 days' prior written notice to the other party. Either party may terminate this Agreement at any time if either party, in its sole discretion, determines that the life, health, welfare, or safety of children may be endangered either directly or indirectly through either party's intentional, willful, negligent discharge of its duties.

XI. EXECUTION

Each person signing this Agreement below warrants that he or she has power and authority to bind the party for which he or she signs to all of the terms and conditions of this Agreement.

HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY'S OFFICE

RICARDO RODRIGUEZ, Jr.
District Attorney

BCFS HEALTH & HUMAN SERVICES

Chara McMichael
Executive Director