

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**VICTIM ASSISTANCE AND COUNSELING AGREEMENT
BETWEEN FORT BEND COUNTY WOMEN'S CENTER AND FORT BEND COUNTY**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Fort Bend County Women's Center, (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide victim assistance and counseling services that are essential for County to comply with the Prison Rape Elimination Act (PREA).;

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262 of the Texas Local Government Code; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Article One: Scope of Services and Term

- 1.01 Contractor shall accept reports of sexual abuse and/or harassment alleged to have occurred at the Fort Bend County Jail which will include a 24 hour hotline number for reporting, as well as providing counseling services for victims and victim support.
- 1.02 Contractor shall provide victim services to inmates reporting sexual abuse while confined in the Fort Bend County Jail. Services shall be consistent with the community level of care.
- 1.03 Contractor agrees to perform services for a three (3) year term, beginning November 5, 2016 through November 5, 2019.

Article Two: Personnel

- 2.01 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement.
- 2.02 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.
- 2.03 County understands and agrees that the highest level of security is necessary for the safety of Contractor's personnel. The County shall provide security sufficient to enable Contractor to safely and adequately provide the services described in this Agreement, including a soundproof room with a viewing window with a guard stationed at the window for observation, a panic button in the viewing room, and upon request, an escort to and from the parking lot for Contractor's personnel. Nothing herein shall be construed to make the County a guarantor of the safety of Contractor's personnel but the County will use reasonable efforts to provide for security.

Article Three: Compensation and Payment

Contractor has agreed to provide services at no cost to County.

Article Four: Modifications and Waivers

- 4.01 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- 4.02 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
- 4.03 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Article Five: Confidential and Proprietary Information

- 5.01 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully

in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

- 5.02 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person.
- 5.03 Contractor acknowledges and agrees that the services provided under this Agreement are subject to state and federal laws, rules and regulations relating to, among other subjects, the confidentiality or security of patient/inmate information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Prison Rape Elimination Act of 2003 ("PREA"), the Violence Against Women Act ("VAWA"), and regulations hereunder as may be amended from time to time. Contractor will at all times comply and requires that any personnel comply with all applicable provisions of such laws, regulations and policies.
- 5.04 Contractor acknowledges that County may be a "covered entity" as that term is defined in HIPAA since this is a correctional institution. In order to comply with HIPAA, County and Contractor agree to execute any supplemental agreement required to comply or support County's compliance with state or federal laws, rules or regulations.
- 5.05 During the term of this Agreement, Contractor shall be the custodian of treatment records.

Article Six: Independent Contractor

- 6.01 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.
- 6.02 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Article Seven: Notices

- 7.01 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the

following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

- 7.02 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County:	FBCSO 1410 Williams Way Blvd. Richmond, TX 77469 ATTN: SHERIFF
With a copy to:	Fort Bend County Attn: County Judge 301 Jackson Street, Suite 719 Richmond, Texas 77469
Contractor:	Fort Bend County Women's Center P.O. Box 183 Richmond, TX 77406 ATTN: DIRECTOR

Article Eight: Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Article Nine: Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Article Ten: Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Article Eleven: Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Article Twelve: Execution

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date executed by County.

FORT BEND COUNTY

Robert E. Hebert, County Judge

Date: _____

ATTEST:

Dianne Wilson, County Clerk

APPROVED:

Troy E. Nehls, Sheriff

FORT BEND COUNTY WOMEN'S CENTER

Signature

Printed Name

Title

Date