

INTERLOCAL AGREEMENT
(Forensic Nursing Services)

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement is made and entered into by and between the Harris County Hospital District d/b/a Harris Health System (“Harris Health”), a political subdivision of the State of Texas, and Fort Bend County Commissioner’s Court, a political subdivision of the State of Texas (“FBC”). Harris Health and FBC will be referred to individually as the “Party” and collectively as the “Parties.”

RECITALS:

FBC desires to obtain the professional services of Harris Health forensic nurses for purposes of conducting medical-forensic examinations for persons housed in a Fort Bend correctional facility (“Inmates”) who are potential victims of sexual assault or abuse.

Harris Health represents that it has qualified individuals who possess the required licenses, permits, education, experience or rights to provide such services to FBC.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS:

**I.
QUALIFICATONS**

The forensic nurse shall have, at a minimum, at least five (5) years of nursing experience; one (1) year of forensic nursing experience; current licensure or certification as a registered nurse issued by the State of Texas; attended and completed all requirements for the Sexual Assault Nurse Examiners (SANE) adult training. The forensic nurse shall have completed a minimum of twenty (20) pediatric medical-forensic examinations prior to seeing Inmates in Harris Health’s Forensic Nursing clinic.

**II.
SCOPE OF SERVICES**

- A. Harris Health shall provide a forensic nurse to personally conduct medical-forensic examinations for Inmates who are potential victims of sexual assault or abuse (the “Services”). Completion of laboratory studies will be at the discretion of the Harris Health Forensic Nursing Services Medical Director.
- B. Duties of Harris Health Forensic Nursing Services:
 - 1. Accessibility.

- a. Forensic Nursing Services will conduct medical-forensic examinations on a scheduled basis at Harris Health's Ben Taub Hospital Forensic Nursing Clinic ("the Clinic"). Any unscheduled examination requests will be evaluated on a case-by-case basis.
- b. The forensic nursing clinic will be held daily from 8:00a.m. - 10:00p.m., unless circumstances are such that the clinic hours need to be cancelled or changed. Harris Health Forensic Nursing Services will notify all parties if the dates/times of the forensic nursing clinic is cancelled or changed.
- c. The forensic nursing department staff will be accessible to law enforcement and the Fort Bend County District Attorney's Office by telephone or in person to provide consultation.

2. Medical-Forensic Examination.

- a. The medical-forensic examination will consist of the following:
 - i. Obtaining consent for:
 - A. Forensic examination;
 - B. Photographs; and
 - C. Release of information to law enforcement, the Fort Bend County District Attorney's Office, and/or the Fort Bend County Attorney's Office;
 - ii. History of the event;
 - iii. A physical assessment; and
 - iv. Evidence collection
 - A. Non-genital and anogenital photographs;
 - B. Laboratory studies deemed appropriate (*i.e.*, testing for sexually transmitting infections); and
 - C. Sexual assault evidence collection kit, as needed.
- b. Forensic Nursing Services will schedule a medical-forensic examination after collaborating with any of the following:
 - i. Investigating law enforcement agency;
 - ii. Fort Bend County District Attorney's Office; or
 - iii. Fort Bend County Attorney's Office.
- c. Any emergent medical needs will require discharge and transfer to the nearest hospital for stabilization. Stabilization will occur prior to any medical-forensic examination.
- d. Upon completion of the medical-forensic examination, each Inmate will be discharged and referred to the FBC jail physician for any follow-up needs. Completion of a medical-forensic examination alone does not establish the Inmate as a Harris Health patient.

3. Records Management.

- a. The forensic nurse will obtain consent for release of information at the beginning of the medical-forensic examination.
- b. Upon completion of an Authorization for Use, Request and Disclosure of Protected Health Information (“Authorization”) attached and incorporated herein as **Exhibit “A”** signed by the Inmate, the medical-forensic record will be released to FBC after the medical director review is completed.
- c. Medical-forensic records will consist of the following:
 - i. Forensic nursing services chart;
 - ii. Body diagrams; and
 - iii. Photographs obtained during the examination, if any.
- d. The signed consent form for release of information will be forwarded to the Ben Taub Hospital Health Information Management (“HIM”) department in the event any laboratory results are available. If the Inmate was also treated for an emergency medical condition, the HIM department will release medical records as requested by the law enforcement agency, Fort Bend County Attorney’s Office, or Fort Bend County District Attorney’s Office provided Harris Health is in receipt of a signed and completed Authorization.
- e. Records will be encrypted and released to the investigating law enforcement agency and/or Fort Bend County District Attorney’s Office in accordance with Federal and State of Texas law and Harris Health policies and procedures.
- f. Medical-forensic records will be maintained in accordance with Federal and State of Texas law and Harris Health policies and procedures.

C. Duties of FBC:

1. FBC will contact Harris Health Forensic Nursing Services to schedule the appointment for all referrals.
2. FBC agrees to provide two (2) deputies, at its sole expense, who will accompany the Inmate to Ben Taub and remain throughout the examination. FBC will maintain custody and control of the Inmate while receiving Services at Harris Health.
3. Any medications needed by the Inmate will be provided to the Inmate by the FBC’s jail physician.

D. All equipment and supplies necessary in the provision of the Services shall be supplied by Harris Health.

III. TERM DATES

This Agreement shall be effective on the later date it is executed by the Parties (“Effective Date”) and shall continue thereafter for a term of one (1) year (“Initial Term”), unless sooner terminated by mutual consent of the Parties or in accordance with Article VII below. Thereafter, this Agreement shall automatically renew under the same terms and conditions for additional one (1) year terms (each, a “Renewal Term”) unless either Party notifies the other Party in writing of its intent not to renew this Agreement not less than thirty (30) days prior to the expiration of any one (1) year term. This Agreement requires approval by Harris Health’s Board of Managers and the Harris County Commissioners’ Court. Any modifications, amendments and/or termination of this Agreement by Harris Health will require approval by Harris Health’s Board of Managers and/or the Harris County Commissioners’ Court.

IV. COMPENSATION, PAYMENT METHOD, AND LIMITATIONS

A. For and in consideration of the Services rendered by Harris Health hereunder, FBC agrees to pay Harris Health up to the State allowable reimbursable amount of \$700 per exam, which is intended to compensate Harris Health for all Services related to the exam. FBC also agrees to reimburse Harris Health for the following costs and expenses associated with the forensic nurse providing expert testimony regarding the medical-forensic examination:

1. \$40.00 per hour for supplemental forensic nurse;
2. \$45.00 per hour for full-time forensic nurse; and
3. mileage at the standard IRS rate per mile.

B. To receive payment, Harris Health shall submit invoices to FBC, itemized as hereafter specified, for Services rendered during the preceding calendar month. FBC shall be invoiced as Services are provided. Invoices shall contain the name of the Inmate, the date(s) Services were provided, the name of the forensic nurse providing Services, the forensic nurse’s hourly rate, a brief description of Services, and mileage, if applicable. Invoices will be sent to:

Fort Bend County Sheriff’s Office
Attn: Sergeant Angel Rader
1410 Williams Way
Richmond, TX 77469

FBC shall pay invoices within thirty (30) days of receipt of an invoice. Payments shall be submitted to the Harris Health address provided on the invoice.

C. Neither Party may assign, delegate, or subcontract this Agreement or the rights and obligations under the Agreement without the prior written consent of the other Parties.

D. The Parties must comply with all applicable laws, regulations, rules, and standards of the United States, the State of Texas, Harris Health, and any municipality in which Services

are performed, including, without limitation, those relating to medical-forensic examinations.

**V.
INDEPENDENT CONTRACTOR**

Harris Health will perform the Services included in this Agreement as an independent contractor. It is expressly understood that the forensic nurses are not employees of FBC. FBC will not direct or supervise as to the manner, means, or method in which Harris Health or its forensic nursing staff perform services hereunder. FBC will have no right or obligation to control the details of the Services to be performed hereunder. None of the provisions hereof shall be construed to create any relationship between the Parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement.

**VI.
COMPLIANCE REQUIREMENTS**

- A. Harris Health certifies by execution of this Agreement that neither it nor its personnel providing services hereunder is excluded, debarred, or suspended from any federal or state program, including Medicaid and Medicare. FBC certifies by execution of this Agreement that FBC, nor its officers, directors, Board of Managers, or employees is excluded, debarred, or suspended from any federal or state program, including Medicaid and Medicare.
- B. The Parties understand and agree that no Party will make any referrals in violation of state or federal law, specifically including the anti-kickback statutes, section 1128B of the Social Security Act, 42 U.S.C. § 1320a-7b and 42 U.S.C. § 1395nn, and any provision to the contrary is void *ab initio*.

**VII.
TERMINATION PROVISIONS**

- A. Notwithstanding the above, either Party may terminate this Agreement at any time, without cause, upon sixty (60) days prior written notice to the other Party.
- B. Notwithstanding anything herein to the contrary, or that may be construed to the contrary, if through any cause either Party fails or refuses to fulfill in a timely and proper manner its obligations under this Agreement and such failure or refusal is not cured, being capable of being cured or substantially cured, within ten (10) days after written notice thereof, the non-defaulting Party shall have the right to terminate this Agreement immediately upon written notice. Within ten (10) days after the effective date of the termination, Harris Health must submit its final statement/invoice in the manner set out herein.

**VIII.
NOTICE**

Any notice required to be given pursuant to the terms and provisions of this Agreement will be in writing and deemed to be given: (a) upon delivery in person, (b) three (3) days after the date deposited with or sent by U.S. Mail (first class, postage paid, return receipt requested), or (c) upon receipt by commercial delivery service, and addressed as follows, or to such addresses as either Party may subsequently designate to the other in writing:

To Harris Health: Harris County Hospital District d/b/a Harris Health System
Attn: George V. Masi, CEO/President
P.O. Box 66769
Houston, TX 77266-6769

Copy To: Harris County Hospital District d/b/a Harris Health System
Clinical Case Management Department
Forensic Nursing Services
Attn: Dr. Stacey Mitchell
2525 Holly Hall, Suite 259
Houston, TX 77054
(Such copy does not constitute notice)

To FBC: Fort Bend County Sheriff's Office
Attn: Sergeant Angel Rader
1410 Williams Way
Richmond, TX 77469

Copy To: Fort Bend County
Attn: County Judge
401 Jackson
Richmond, TX 77469

**IX.
ENTIRE AGREEMENT; AMENDMENTS**

This instrument contains the entire agreement between the Parties hereto relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning the Agreement shall be of no force or effect except a subsequent modification in writing signed by the Parties. This Agreement may not be amended or modified in any manner nor may any change be made in the scope or nature of the services except by a written document signed by authorized representatives of all Parties that expressly amends this Agreement.

**X.
GOVERNING LAW AND VENUE**

This Agreement is governed in all respects by the laws and Constitution of the State of Texas. Exclusive venue is in Harris County, Texas. Each Party's liability for the wrongful acts, omissions, or negligence of its employees is governed by the Texas Tort Claims Act, TEX. CIV.

PRAC. & REM. CODE ANN. *et seq.*, as amended. The Parties expressly agree that no provision of this Agreement extends any Party's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas. The Parties understand and agree that under the laws of the State of Texas, no Party may indemnify any other Party or enter into hold harmless agreements.

**XI.
PUBLIC INFORMATION**

The Parties expressly acknowledges that each Party is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code, and notwithstanding any provision in this Agreement to the contrary, each Party will make any information related to this Agreement or otherwise available to third parties in accordance with the Public Information Act.

**XII.
SOVEREIGN IMMUNITY**

By entering into this Agreement, it is recognized that neither Party is waiving any sovereign or governmental immunity from suit or liability that may be available under applicable state laws.

**XIII.
WAIVER OF BREACH**

Waiver of a breach or violation of any provision of the Agreement is not a waiver of any subsequent breach.

**XIV.
NO PERSONAL LIABILITY**

Nothing in this Agreement may be construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a party to this Agreement. Furthermore, by entering into this Agreement, neither Party waives or forfeits any immunity from liability or suit that either Party may have by operation of law.

**XV.
ACCESS TO BOOKS AND RECORDS OF CONTRACTOR**

Harris Health agrees to keep a separate record of all funds received and disbursed under this Agreement and agrees to allow the Comptroller General of the United States, the County Auditor, and their duly authorized representatives, access to contracts, books, documents, and records necessary to verify the nature and extent of the costs of the Services provided by Harris Health. Harris Health agrees to allow such access until the expiration of four (4) years after the Services are furnished under the contract or subcontract or until the completion of any audit or audit period, whichever is later. Such access will be provided in accordance with the regulations of the Centers for Medicare and Medicaid Services ("CMS") and 42 CFR 420.302, as amended. Harris Health agrees to allow similar access to books, records, and documents related to contracts between Harris Health and any FBC as defined by the regulations of CMS. No records shall be destroyed that are required to be kept by federal, state, or county statute, law, rule,

ordinance, or order, or by application of conditions of Medicaid or Medicare provider agreements or by other applicable agreements.

**XVI.
LIABILITY OF PARTIES**

Each Party's liability for the wrongful acts, omissions, or negligence of its employees is limited by the Texas Tort Claims Act, Tex. Civ. Prac. & Rem. Code Ann. §§ 101.001 *et seq.*, as amended. The Parties agree that no provision of this Agreement extends any Party's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.

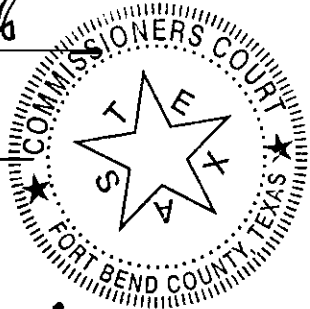
IN WITNESS WHEREOF, this instrument has been executed by a duly authorized representative of the Fort Bend County Sheriff's Office and the Harris County Hospital District d/b/a Harris Health System.

**HARRIS COUNTY HOSPITAL DISTRICT
D/B/A HARRIS HEALTH SYSTEM**

By: _____
George V. Masi
President and CEO
Date Signed: _____

**FORT BEND COUNTY
COMMISSIONERS COURT**

By: *Robert Hebert*
Robert Hebert
County Judge
Date signed: 10-27-15



ATTEST:

Laura Richard *Laura Richard*
County Clerk

APPROVED AS TO LEGAL FORM ONLY:

**VINCE RYAN
HARRIS COUNTY ATTORNEY**

By: _____
L. Renée Lowe
Assistant County Attorney
C.A. File No. 14HSP0568
Date Signed: _____

APPROVED AS TO LEGAL FORM:

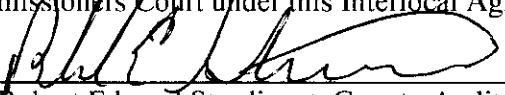
By: *M. Rangel* 10/19/15
Michelle T. Rangel
Assistant County Attorney
Fort Bend County

Reviewed:

By: *Troy E. Nehls*
Troy E. Nehls, FBC Sheriff

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$25,000.00 to accomplish and pay the obligation of Fort Bend County Commissioners Court under this Interlocal Agreement.


Robert Edward Sturdivant, County Auditor

The Commissioners Court of Harris County, Texas, convened at a meeting at the Harris County Administration Building in the City of Houston, Texas, on _____, 2015. The following are the duly constituted officers and members of the Commissioners Court:

		Present	Absent
Ed Emmett	County Judge	<input type="checkbox"/>	<input type="checkbox"/>
El Franco Lee	Commissioner, Precinct No. 1	<input type="checkbox"/>	<input type="checkbox"/>
Jack Mormon	Commissioner, Precinct No. 2	<input type="checkbox"/>	<input type="checkbox"/>
Steve Radack	Commissioner, Precinct No. 3	<input type="checkbox"/>	<input type="checkbox"/>
R. Jack Cagle	Commissioner, Precinct No. 4	<input type="checkbox"/>	<input type="checkbox"/>

A QUORUM WAS PRESENT WHEN AMONG OTHER BUSINESS, THE FOLLOWING WAS TRANSACTED: ORDER APPROVING INTERLOCAL AGREEMENT BETWEEN THE HARRIS COUNTY HOSPITAL DISTRICT D/B/A HARRIS HEALTH SYSTEM, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS, AND FORT BEND COUNTY COMMISSIONERS COURT, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS, FOR THE PURPOSE OF PROVIDING FORENSIC NURSING SERVICES TO INMATES WHO ARE POTENTIAL VICTIMS OF SEXUAL ASSAULT OR ABUSE.

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	AYE	NAY	ABSTENTION
Judge Emmett	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Lee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Mormon	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted.

The Commissioners Court of Harris County approves the attached INTERLOCAL AGREEMENT BETWEEN THE HARRIS COUNTY HOSPITAL DISTRICT D/B/A HARRIS HEALTH SYSTEM, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS AND FORT BEND COUNTY COMMISSIONERS COURT, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS, FOR FORENSIC NURSING SERVICES TO INMATES WHO ARE POTENTIAL VICTIMS OF SEXUAL ASSAULT OR ABUSE.