

## FORENSIC NURSING SERVICES AGREEMENT

STATE OF TEXAS                   §  
   §  
 COUNTY OF FORT BEND         §

This Service Agreement is entered into by and between Fort Bend County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, hereinafter referred to as "Fort Bend," and Texas Forensic Nurse Examiners (TXFNE) hereinafter referred to as "TXFNE"

### RECITALS:

FBC desires to obtain the professional services of TXFNE 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 to gather physical evidence and documentation of physical trauma of an individual believed to be the victim of a sexual assault, pursuant to TEX. CODE OF CRIM. PROC. ART. 56.06.

TXFNE 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) medical-forensic examinations prior to seeing an Inmate for services provided pursuant to this Agreement.

#### II.      SCOPE OF SERVICES

- A. Upon request by FBC, by and through the Fort Bend County Sheriff's Office, TXFNE 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 physician conducting the medical screening and/or the forensic nurse examiner as authorized by TXFNE's policies and procedures.

B. Duties of the Parties:

1. Accessibility.
  - a. TXFNE will conduct medical-forensic examinations will conduct medical-forensic examinations on a scheduled basis at 13313 Southwest Freeway, Suite 219, Sugar Land, TX 77478. Any unscheduled examination requests will be evaluated on a case-by-case basis.
  - b. TXFNE staff will be accessible to law enforcement and the Fort Bend County District Attorney's Office by telephone or in person to provide consultation regarding the Services provided.
2. A medical screening examination will be performed prior to the medical-forensic examination. Any emergent medical needs will require discharge and transfer to the nearest hospital for stabilization. Stabilization will occur prior to any medical-forensic examination.
3. Medical-Forensic Examination. The medical-forensic examination will consist of the following:
  - a. Obtaining consent for:
    - i. Forensic examination;
    - ii. Photographs; and
    - iii. Release of information to law enforcement, the Fort Bend County District Attorney's Office, and/or the Fort Bend County Attorney's Office;
  - b. History of the event;
  - c. A physical assessment; and
  - d. Evidence collection
    - i. Nongenital and anogenital photographs;
    - ii. Laboratory studies deemed appropriate (i.e., testing for sexually transmitting infections); and
    - iii. Sexual assault evidence collection kit, as needed.
4. 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 TXFNE patient.
5. FBC, by and through the Fort Bend County Sheriff's Office, will arrange for assuming care, custody and control of the evidence collected during the medical-forensic examination in a timely manner.
6. FBC agrees to provide two (2) deputies, at its sole expense, who will accompany the Inmate to the TXFNE location and remain throughout the examination. FBC will maintain custody and control of the Inmate while

receiving Services at TXFNE.

7. Any medications needed by the Inmate will be provided to the Inmate by the FBC's jail physician.
8. Records Management.
  - a. The forensic nurse will obtain appropriate consent for release of information at the beginning of the medical-forensic examination using TXFNE's Authorization for Use, Request and Disclosure of Protected Health Information form.
  - b. Upon written request and pursuant to written authorization, the medical-forensic examination record will be released to FBC after the medical director review is completed.
  - c. Medical-forensic examination 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 completed and signed Authorization for Use, Request and Disclosure of Protected Health Information form will be forwarded to TXFNE for release of any records medical-forensic examination records. If available, TXFNE will release medical screening examination records as requested by the law enforcement agency, Fort Bend County Attorney's Office, Fort Bend Department of Family and Protective Services, or Fort Bend County District Attorney's Office pursuant to a valid completed and signed Authorization for Use, Request and Disclosure of Protected Health Information form specifically authorizing disclosure of the medical records to the aforementioned agencies.
  - 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 TXFNE policies and procedures and pursuant to a valid completed and signed Authorization for Use, Request and Disclosure of Protected Health Information form specifically authorizing disclosure of the medical records to the aforementioned agencies and will include the case number assigned by the Fort Bend County Sheriff's Office, provided the case number has been provided to TXFNE.
  - f. Medical-forensic examination records will be maintained in accordance with Federal and State of Texas law and TXFNE policies and procedures.
  - g. All equipment and supplies necessary in the provision of the Services shall be supplied by TXFNE.

### 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 four (4) 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. The Initial Term and any Renewal Term shall be referred to collectively as the "Term." Any modifications, amendments and/or termination will require approval by the Parties.

### IV. COMPENSATION, PAYMENT METHOD, AND LIMITATIONS

- A. For and in consideration of the Services rendered TXFNE hereunder, FBC agrees to pay TXFNE the State allowable reimbursable amount per exam, which is intended to compensate TXFNE for all Services related to the exam.
- B. To receive payment, TXFNE 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, and a brief description of Services. Invoices will be sent to:

Fort Bend County Sheriff's Office Attn: CID  
1410 Williams Way  
Richmond, TX 77469

- C. FBC shall pay invoices within thirty (30) days of receipt of an invoice. Payments shall be submitted to the TXFNE address provided on the invoice.
- D. 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.
- E. The Parties must comply with all applicable laws, regulations, rules, and standards of the United States, the State of Texas, TXFNE, and any municipality in which Services are performed, including, without limitation, those relating to medical-forensic examinations.

### V. INDEPENDENT CONTRACTOR

TXFNE will perform the Services included in this Agreement as an independent TXFNE. 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 TXFNE 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. TXFNE 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, TXFNE 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 FBC:           Fort Bend County  
                      Attn: County Judge  
                      401 Jackson  
                      Richmond, TX 77469

Copy To: Fort Bend County Sheriff  
1410 Williams Way  
Richmond, TX 77469

To: TXFNE Texas Forensic Nurse Examiners  
ATTN: Dr. Khara Breeden  
13313 Southwest Freeway, Suite 219  
Sugar Land, TX 77478

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. 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.

XI. PUBLIC INFORMATION

TXFNE expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. The terms and conditions of the Agreement are not proprietary or confidential information.

XII. INSURANCE

- A. Prior to commencement of the Services, TXFNE shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. TXFNE shall provide certified copies of insurance endorsements and/or policies if requested by County. TXFNE shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. TXFNE shall obtain such insurance written on an

Occurrence form from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
  2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
  3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
  4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of TXFNE shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- C. If required coverage is written on a claims-made basis, TXFNE warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- D. TXFNE shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the TXFNE.

XIII. INDEMNITY

**TXFNE SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF TXFNE, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF TXFNE OR ANY OF TXFNE'S AGENTS, SERVANTS OR EMPLOYEES.**

XIV. WAIVER OF BREACH

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

XV. ACCESS TO BOOKS AND RECORDS OF TXFNE

TXFNE 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 TXFNE. TXFNE 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. TXFNE agrees to allow similar access to books, records, and documents related to contracts between TXFNE 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. CERTAIN STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this Section are required by Texas Law and are included by County regardless of content.

- A. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, TXFNE verifies TXFNE does not boycott Israel and will not boycott Israel during the term of this Agreement.
- B. Texas Government Code Section 2251.152 Acknowledgment: By signature below, TXFNE represents pursuant to Section 2252.152 of the Texas Government Code, that TXFNE is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153

XVII. HUMAN TRAFFICKING. BY ACCEPTANCE OF AGREEMENT, TXFNE ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

IN WITNESS WHEREOF, this instrument has been executed by a duly authorized representative of the Fort Bend County Commissioners Court and TXFNE System.

FORT BEND COUNTY

TEXAS FORENSIC NURSE EXAMINERS



Grady Prestage, Commissioner, Precinct 2  
Presiding Officer, Commissioners Court, November 26, 2019

  
Authorized Agent- Signature

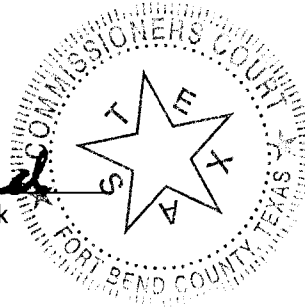
Julie Sengstaeken  
Authorized Agent- Printed Name

Chief Operation Officer  
Title

11/6/19  
Date

ATTEST:

  
Laura Richard, County Clerk



APPROVED:

\_\_\_\_\_

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2019-557982

Date Filed:  
11/04/2019

Date Acknowledged:  
11/26/2019

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Harris County Forensic Nurse Examiners  
Houston, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
dba Texas Forensic Nurse Examiner's

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
82-3582170  
Forensic nursing examinations for victims of sexual assault, interpersonal violence, child/elder abuse and human trafficking.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)