

THE STATE OF TEXAS §
COUNTY OF LUBBOCK §

FORENSIC NURSE STAFFING
OF WEST TEXAS

AGREEMENT FOR SERVICES

WHEREAS, it is in the public's interest to collect evidence for the investigation of crime; and

WHEREAS, the Lubbock County Sheriff's Office (hereinafter referred to as "County") is lawfully charged with the investigation of crimes within the County; and

WHEREAS, the Forensic Nurse Staffing of West Texas (hereinafter referred to as "FNSWT") can provide the County with the specialized service of the collection of biological evidence for the Sheriff's Office by consent or search warrants;

NOW THEREFORE:

ARTICLE I PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which FNSWT will provide County with medical evaluation, case review, consultation and other needed services in investigations referred to FNSWT by the Lubbock County Sheriff's Office.

ARTICLE II DEFINITIONS

LSO – Lubbock County Sheriff's Office.

County – The County of Lubbock, Texas.

FNSWT - Forensic Nurse Staffing of West Texas.

Patient - Individual from whom the biological evidence is being obtained.

ARTICLE III SERVICES PROVIDED

- 1) FNSWT will provide exam services for the collection of biological evidence in cases wherein the LSO has obtained a search warrant or a signed consent form from the patient for the collection of such evidence.

- 2) FNSWT shall provide any and all supplies necessary and/or required for the collection of biological evidence as described above at no additional cost to the County.
- 3) The LSO shall provide FNSWT and University Medical Center with a copy of any search warrant or signed consent that the LSO relies upon for the evidence collection referred to FNSWT.
- 4) FNSWT will provide such other consultative services as needed in the investigation and collection of biological evidence cases referred to FNSWT by LSO, including expert information necessary to support LSO arrests.
- 5) FNSWT shall provide a location suitable for the collection of the evidence at no additional cost to the County.

ARTICLE IV COMPENSATION

The County shall pay FNSWT ONE HUNDRED SEVENTY FIVE AND NO/100 DOLLARS (\$175.00) per exam for the collection of biological evidence.

FNSWT shall send LSO a monthly invoice on the 5th of each month for services provided the previous month pursuant to the Agreement.

Notwithstanding anything to the contrary contained in this Agreement, the County shall compensate FNSWT only for those cases which are referred cases and only for the services enumerated in Article III of this agreement as requested in writing by LSO.

FNSWT will provide to the County a quarterly report summarizing the services provided and compensation received. For a period of up to four years after any year in which services are provided, The County retains the right to audit the books of FNSWT inspecting the services provided under this Agreement. Any audit shall be accomplished during regular business hours.

ARTICLE V TERM OF AGREEMENT

The term of this Agreement shall commence on the 1st day of October, 2021, and shall continue in full force and effect through the County's fiscal year, which ends on September 30, 2022, unless terminated earlier by sixty (60) days written notice with or without cause from either party to the other. The County will pay for the performance of services from current revenues available to the County. This Agreement may be renewed annually by mutual agreement in writing prior to its expiration date. Any subsequent renewal will be for a twelve (12) month period.

ARTICLE VI INSURANCE

FNSWT, at no cost to COUNTY, shall have and maintain at all times Professional Liability in the amount of ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00). Proof of insurance shall be provided to the COUNTY within 10 days of the execution of this Agreement.

ARTICLE VII INDEMNIFICATION

FNSWT shall indemnify and hold County harmless from and against any and all claims, demands, costs, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failure to act of FNSWT, its employees, agents or contractors in connection with the performance of services pursuant to this Agreement.

ARTICLE VIII CONFIDENTIALITY

In keeping with the safeguarding by the medical profession of information about a patient obtained in the course of medical treatment, the results of all evaluations, consultations and examinations of cases referred to the FNSWT by LSO will be kept in the strictest of confidence by FNSWT and its employees. Information about individual cases will be released only to designated LSO personnel, and in compliance with local, state and federal law.

ARTICLE IX OTHER PROVISIONS

- 1) This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas.
- 2) Neither party to this Agreement may assign its rights or delegate its duties under this Agreement unless prior written consent of the other party is obtained.
- 3) If any term or provision of this Agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this Agreement provided that any invalid provision is not material to the overall purpose and operation of this Agreement. The remaining provisions of this Agreement shall continue in full force and effect and shall not be affected, impaired or invalidated.
- 4) This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.
- 5) This Agreement shall be changed only by written amendment signed by both parties and attached hereto.

6) Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship between the contracting parties. The sole interest and responsibility of the parties is to insure that services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

7) The County reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the County shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, the former shall control.

8) FNSWT must be in compliance with the provisions of §2252.152 and §2252.153 of the Texas Government Code, which states in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with any company listed on the Comptroller of the State of Texas website identified under Section 806.051, Section 807.051 or Section 2252.153, which do business with Iran, Sudan or any Foreign Terrorist Organization. By entering into this Agreement, FNSWT verifies to County that it is not on any such list.

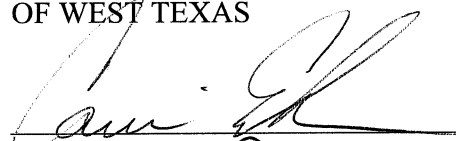
9) Consistent with Texas Government Code § 2271.002 (effective September 1, 2019) FNSWT verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by § 808.001 of the Texas Government Code. Section 2271.002 of the Government Code only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. The term "company" is defined by §§ 808.001 and 2271.001 of the Texas Government Code.

This Agreement is effective October 1, 2021 regardless of the date of execution.

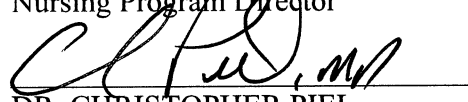
COUNTY OF LUBBOCK:


FORENSIC NURSE STAFFING
OF WEST TEXAS


CURTIS PARRISH
Lubbock County Judge



CARRIE EDWARDS
Nursing Program Director

ATTEST:

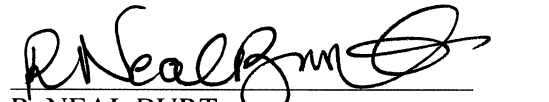

DR. CHRISTOPHER PIEL,
Medical Director


KELLY PINION,
Lubbock County Clerk

APPROVED AS TO CONTENT:


DAN CORBIN, Chief Administrator
Lubbock County Sheriff's Office

APPROVED AS TO FORM:


R. NEAL BURT
Civil Division Chief
Lubbock County District Attorney's Office