

**FUNDING AGREEMENT  
BETWEEN BRAZOS COUNTY AND  
BRAZOS COUNTY RAPE CRISIS CENTER, INC.  
DBA SEXUAL ASSAULT RESOURCE CENTER**

THIS FUNDING AGREEMENT ("Agreement") IS ENTERED INTO BY AND BETWEEN **BRAZOS COUNTY, TEXAS**, acting by and through its duly elected County Commissioners (hereinafter "County"), and the **BRAZOS COUNTY RAPE CRISIS CENTER, INC., dba Sexual Assault Resource Center** (hereinafter "Provider"), located in Bryan, Texas, and is effective October 1, 2022.

**RECITALS:**

WHEREAS, the County has the objective of providing support services to the victims of sexual assault; and

WHEREAS, the Provider shares this common goal with the County; and

WHEREAS, the County desires to assist the Provider in providing support services to victims of sexual assault through funds provided by the County.

NOW THEREFORE, the parties agree to the following terms and conditions to provide such support services.

**AGREEMENT**

**TERM**

This Agreement shall be for a term of twelve (12) months commencing on the 1<sup>st</sup> day of October 2022 and terminating 30<sup>th</sup> day of September 2023.

**CANCELLATION**

This Agreement may be canceled by any parties hereto upon sixty (60) days written notice as provided herein.

**SERVICES TO BE PERFORMED BY PROVIDER**

The Provider will provide services to victims of sexual assault and their families. These services will include: a 24-hour hotline and 24-hour escort service; one-to-one counseling; group counseling; community awareness programs; Speaker's Bureau; training and supervision of volunteers; training for law enforcement agency personnel, the medical community, clergy, staff of the District Attorney's office and psychologists (collectively "Services").

## USE OF COUNTY FUNDS

Funds to be furnished to Provider as stated herein be used to offset operational expenses of the Provider, including rent, telephone expenses, and office supplies, as described in Exhibit "A" attached hereto and made a part hereof for all purposes.

## COUNTY'S LIABILITY FOR PAYMENT

The County agrees to fund the Provider \$45,000.00 for the term of this Agreement ("Funds").

## RESPONSIBILITIES OF PROVIDER

Provider will be responsible for providing the following services pursuant to this Agreement:

1. Maintaining this Agreement;
2. Providing of Services;
3. Maintaining data files on clients and the Services provided thereto;
4. Respond to all and any inquiries by the County.
5. Provider agrees that the County, or its designated representative, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Provider agrees to maintain such records for possible audit for a minimum of three (3) years after the termination date of this Agreement unless a longer period of records retention is stipulated. Provider agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Provider agrees that the County, or its designated representative, shall further have the right to review and to copy any records and supporting documentation for prior years in which the County provided funds to the Provider under prior Agreements. Any audit will be conducted by County personnel or an independent third party, as determined by the Brazos County Commissioners Court. If the Brazos County Commissioners Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by the Provider.
6. Brazos County Commissioners Court may, in its sole discretion, require that an independent financial audit be performed on the records of the Provider. If an independent financial audit is performed, a management letter will be prepared by the auditor as part of the process and a copy of said management letter shall be delivered to the Brazos County Commissioners



Court. The management letter shall identify issues that might not otherwise require disclosure in the Provider's annual financial report, but which are of concern to or under the suggestion of the auditor. If the Brazos County Commissioners Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by the Provider.

7. Provider will provide the County with any and all certified audits conducted by Provider and the management letter prepared in connection therewith;
8. Provider will provide the Commissioners Court with statistics evidencing the number of Brazos County residents using the Provider's Services.

#### RESPONSIBILITY OF COUNTY

The County shall be responsible for the following duties and requirements:

1. Provide County Funds.
2. Conduct a review of the Provider's performance in providing the Services to be provided hereunder in order to assess County's continued participation in the funding of the Provider.

#### RECORD RETENTION

The Provider shall be responsible for record keeping on all Services provided to those individuals using its services and all financial records. The Provider agrees to maintain and make available for inspection by the County upon request, consistent with personal privacy and subject to the limitation of state law, any and all records the County determines, in its sole discretion, to be necessary for the County to justify its continued participation in supporting the Provider with Funds. Such records shall be retained for at least three (3) years from the date the service was provided. These records shall be made available for inspection and audit by the County if it so desires.

#### DISCRIMINATION

The Provider shall not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. The Provider shall take affirmative action to ensure that applicants who are employed are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

## INDEMNITY

The parties hereto agree to indemnify one another for and hold one another harmless from and against all suits, claims, demands, liabilities, or actions resulting or alleged to result from the breach, violation or non-performance of the services stated herein and for any damage to any person resulting from any action or omission or negligence on the part of each party hereto.

## INSURANCE

The parties hereto agree that the Provider shall be an independent contractor and not any employee or agent of the County and that each shall maintain at its own expense, adequate liability insurance to insure against damages and liabilities which may arise due to the duties and obligations contracted for herein.

## COUNTY INVOLVEMENT

The County and Provider state that to the best of their knowledge, no officer, agent, or employee of the County who exercises any function or responsibility in connection with the carrying out of this Agreement or the Services to which it relates has personal interest, direct or indirect, in this Agreement.

## GOVERNING LAW

This Agreement shall be governed by the laws of the State of Texas and venue shall lie exclusively in Brazos County, Texas. The Parties agree that all obligations under this Agreement are performable in Brazos County, Texas and that this Agreement has been executed in Brazos County, Texas. Venue shall lie exclusively in Brazos County, Texas, notwithstanding anything to the contrary.

## TERMINATION

Provider or County may unilaterally terminate this Agreement, at any time and for any reason, or no reason, by giving the other sixty (60) calendar days prior written notice.

In the event of termination Provider agrees to return funds to County of a pro rata basis based on a twelve (12) month calculation.

## NOTICES



All notices required to be given hereunder shall be deemed to be duly given by delivering such notice or by mailing it, certified mail RRR to the other party at the following addresses:

Brazos County Rape Crisis Center, Inc.  
P.O. Box 3082  
Bryan, Texas 77805  
Confidential Physical Location: 3131 East 29<sup>th</sup> Street, Bldg C, Bryan, TX.

Brazos County Commissioners Court  
County Administration Building  
200 So. Texas Ave. No. 310  
Bryan, Texas 77803

#### FURTHER ASSURANCES

Each party hereto agrees to perform any further acts and to execute and deliver any further documents which may be necessary to carry out the provisions of this Agreement.

#### SEVERABILITY

In the event that any provisions or portion of this Agreement is held to be unenforceable or invalid, the validity and enforceability of the remaining provisions or portions shall not be affected.

#### ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understanding, oral or written, between or among the parties hereto, relating to the subject matter of the Agreement, which are not fully expressed herein.

#### ASSIGNABILITY

This Agreement is not assignable by the Provider without the prior written consent of the County.

DATED this 27<sup>th</sup> day of September, 2022.

Brazos County

Brazos County Rape Crisis Center, Inc.  
dba Sexual Assault Resource Center

\_\_\_\_\_  
DUANE PETERS, Judge

*Pamela Smith*  
President

ATTEST:

\_\_\_\_\_  
KAREN McQUEEN, County Clerk

ATTEST:

*Lindsey LeBlanc*  
LINDSEY LeBLANC, Executive Director

## **EXHIBIT A**

### **BRAZOS COUNTY PROVIDER AGREEMENT**

- A. Acknowledgment of HIPAA Obligations and Other Regulations Implementing the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §1320(d) ("HIPAA")). The parties acknowledge that federal regulations relating to the confidentiality of individually identifiable health information require covered entities to comply with the privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164, subparts A and E ("the Privacy Rule") and the security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C ("the Security Rule"). Collectively, the Privacy Rule and the Security Rule are referred to herein as "HIPAA Rules." The HIPAA Rules, as well as any applicable state confidentiality laws, require Covered Entity to ensure that business associates who receive confidential information in the course of providing services on behalf of Covered Entity comply with certain obligations regarding the confidentiality of health information. "Covered Entity" and "Provider" are defined in the HIPAA Rules, and for the purposes of this Agreement, shall refer to Brazos County and Service Provider, respectively.
- B. Purposes for which Protected Health Information May Be Used or Disclosed. In connection with the services provided by Provider on behalf of Covered Entity pursuant to this Agreement, Covered Entity may use and disclose protected health information ("PHI"), as defined in the HIPAA Rules.
- C. Provider Obligations. Provider agrees to comply with applicable federal and state confidentiality and security laws, including, but not limited to the Privacy Rule and Security Rule, including without limitation:
1. Use of Protected Health Information ("PHI"). Provider shall not use PHI except as necessary to fulfill the purposes of this Agreement. Provider is permitted to use and disclose PHI as necessary for the proper management and administration of Provider or to carry out its legal responsibilities and its responsibilities under this Agreement. However, Provider shall in such case:
    - (a) provide training to members of its workforce regarding the confidentiality requirements in the HIPAA Rules and this Agreement;



- (b) obtain reasonable assurances from the person to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the person or entity;
  - (c) agree to notify the Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules; and
  - (d) ensure that all disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," *i.e.*, only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request may be disclosed.
2. Disclosure to Third Parties. If Provider discloses PHI received from Covered Entity or created or received by Provider on behalf of Covered Entity, to agents, including a subcontractor, Provider shall require the agent to agree to the same restrictions and conditions that apply to Provider under this Agreement. Provider shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Provider shall be fully liable to Covered Entity for any acts, failures, or omissions of the Agent in providing the services as if they were Provider's own acts, failures, or omissions, to the extent permitted by law. Provider further expressly warrants that its Agents will be specifically advised of, and will comply in all respects with, the terms of this Agreement.
3. Data Aggregation. In the event that Provider works for more than one Covered Entity, Provider is permitted to use and disclose PHI, but only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules or the issuing court's orders.
4. De-identified Information. Use and disclosure of de-identified health information is permitted, but only if (i) the precise use is disclosed to Covered Entity and permitted by Covered Entity in its sole discretion and (ii) the de-identification is in compliance with 45 CFR §164.502(d), and any such de-identified health information meets the standard and implementation specifications for de-identification under 45 CFR §164.514(a) and (b).
5. Notice of Privacy Practices. Provider shall abide by the limitations of any Notice of Privacy Practices ("Notice") published by the Covered Entity of which it has knowledge. Covered Entity shall provide to Provider such



Notice when it is adopted. Any use or disclosure permitted by this Agreement may be amended by such Notice. However, the amended Notice shall not affect permitted uses and disclosures on which Provider relied prior to such notice.

6. Withdrawal of Consent or Authorization. In the absence of applicable court orders governing the Provider's responsibilities, if the use or disclosure of PHI in this agreement is based upon an individual's specific consent or authorization for the use of his or her PHI, and the individual revokes such consent or authorization in writing, or the effective date of such authorization has expired, or the consent or authorization is found to be defective in any manner that renders it invalid, Provider shall, if it has notice of such revocation, expiration or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Privacy Rule expressly applies.
7. Use or Disclosure That Would Violate HIPAA. Provider is prohibited from further use or disclosure of PHI in a manner that would violate the requirements of the HIPAA Rules if the PHI were used or disclosed by the Covered Entity.
8. Safeguards. Provider shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as Required by Law. Provider shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.
9. Records Management. Upon termination of this Agreement, Provider agrees to return or destroy all PHI received from Covered Entity that Provider maintains in any form and shall comply with federal and state laws as they may be amended from time to time governing the maintenance or retention of PHI. If the return or destruction of PHI is not feasible, Provider agrees to extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
10. Individual Rights Regarding Designated Record Sets. If Provider maintains a designated record set (as defined in the HIPAA Rules) on behalf of Covered Entity, Provider agrees as follows:
  - (a) Correction of PHI. Provider agrees that it will amend PHI maintained by Provider as requested by Covered Entity.
  - (b) Individual Right to Copy or Inspection. Provider agrees that, if it maintains PHI in a designated record set for the Covered Entity, it



will permit an individual to inspect or copy PHI about the individual in that set under conditions and limitations required under 45 CFR §164.524. The Covered Entity is required to take action on such requests as soon as possible but not later than 30 days following receipt of the request. Provider agrees to make reasonable efforts to assist Covered Entity in meeting this deadline, to the extent the requested information is maintained by Provider and not the Covered Entity.

The information shall be provided in the form or format requested, if it is readily producible in such form or format; or in summary, if the individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged.

- (c) Individual Right to Amendment. Provider agrees, if it maintains PHI in a designated record set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 CFR §164.526. If Provider maintains a record in a designated record set that is not also maintained by Covered Entity, Provider agrees that it will accommodate an individual's right to have access to and amend PHI about the individual in a designated record set in accordance with the Privacy Rule set forth at 45 CFR §164.526, unless the regulation provides for a denial or exception that applies.

- 11. Accounting of Disclosures. Provider agrees to make available to the individual and/or the Covered Entity from whom the PHI originated, information required for an accounting of disclosures of PHI with respect to the individual, in accordance with 45 CFR §164.528, and incorporating exceptions to such accounting designated under the regulation. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including any disclosures prior to the compliance date of the Privacy Rule).

- (a) Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Provider agrees to use its best efforts to assist Covered Entity in meeting this deadline.
- (b) Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12-month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Provider informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request.



- (c) Such accounting shall be provided as long as Provider maintains the PHI.
- D. Internal Practices, Books, and Records. Provider shall make available its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Provider on behalf of the Covered Entity to the U.S. Department of Health and Human Services or its agents for the purpose of determining the Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to the Covered Entity.
- E. Indemnification. To the extent permitted by law, Provider agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Provider or its agents in connection with the performance of Provider's or its agents' duties under this Agreement. This indemnity shall apply even if Covered Entity is alleged to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds Covered Entity not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.
- Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs, and expenses of which shall be the responsibility of Provider. Covered Entity shall provide Provider with timely notice of the existence of such proceedings and such information, documents, and other cooperation as reasonably necessary to assist Provider in establishing a defense to such action.
- These indemnities shall survive termination of this agreement and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.
- F. Mitigation. If Provider violates this Agreement or the HIPAA Rules, Provider agrees to mitigate any damage caused by such breach.
- G. Rights of Proprietary Information. The Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Provider.
- H. Termination for Breach. Without limiting the termination provisions herein, if Provider breaches any provision in this Section entitled "Use and Disclosure of PHI", Covered Entity may, at its option, access and audit the records of Provider related to its use and disclosure of PHI, require Provider to submit to monitoring and reporting, and such other conditions as Covered Entity may determine is

necessary to ensure compliance with this Article; or Covered Entity may terminate this Agreement on a date specified by Covered Entity.

- I. Reference. Any reference in this Section entitled "Use and Disclosure of PHI" means the section of the Privacy Rule or the Security Rule, as applicable, as in effect or as amended.
- J. Amendment. Provider and Covered Entity agree to take such action as is necessary to amend this Section entitled "Use and Disclosure of PHI" from time to time in order to allow Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws.
- K. Precedent and Ambiguity. If any term of this Section entitled "Use and Disclosure of PHI" conflicts with another term of this Agreement, the term contained in this Section shall be controlling. Any ambiguity in this Section entitled "Use and Disclosure of PHI" shall be resolved to permit Covered Entity to comply with the HIPAA Rules.
- L. Survival of Key Provisions. The provisions of this Section entitled "Use and Disclosure of PHI" shall survive the termination of this Agreement.

Accepted:

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Provider  
Brazos County Rape Crisis Center, Inc.  
dba Sexual Assault Resource Center



## Legislative Certifications

Brazos County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, <https://www.sam.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov>.

The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract.

The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, and 2274.002 Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.

Company Name: Brazos County Rape Crisis Center, Inc.

Authorized Company Representative: Lindsey LeBlanc

Address: P.O. Box 2082

Bryan, TX 77805

Signature: Lindsey LeBlanc

Date: 09/29/22

Contract #: 23-045

# 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:  
2022-939576

Date Filed:  
09/29/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Brazos County Rape Crisis Center, Inc.  
Bryan, 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.

Brazos County, Texas

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.

23-045  
Grant to support counseling program

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 Lindsey LeBlanc, and my date of birth is 11/9/88.

My address is 4241 wagonwheel Rd, Bryan, TX, 77808, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Brazos County, State of Texas, on the 29<sup>th</sup> day of September, 20 22.  
(month) (year)

Lindsey LeBlanc

Signature of authorized agent of contracting business entity  
(Declarant)