

## **BLOOD DRAW AGREEMENT**

**THIS BLOOD DRAW AGREEMENT** (the "Agreement") is entered into by and between the undersigned hospital ("Hospital") and law enforcement agency ("Agency").

**WHEREAS**, Hospital is a duly licensed healthcare facility in the State of Tennessee and is able to perform certain blood draw procedures within its facility;

**WHEREAS**, law enforcement officers of Agency occasionally require a professional phlebotomist to procure blood samples from individuals being held in law enforcement's custody for forensic purposes; and

**WHEREAS**, Hospital will provide Agency law enforcement officers with blood draw services consistent with Hospital's policies, on condition Agency and its law enforcement officers comply with the terms of this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Provided the remaining terms and conditions of this Agreement are met by Agency and its officers, Hospital agrees as follows:

a. On Agency request, qualified medical personnel at Hospital will perform blood draw services for individuals in Agency's custody consistent with applicable law and Hospital policies. Blood draw services shall be subject to staff availability, Hospital capacity, and Hospital hours.

b. Hospital shall document the blood draw service with such documentation being provided to Agency, a copy also being retained by Hospital, and including the subject's name, time of procedure, vein puncture site, and volume and description of the specimen drawn.

2. Agency recognizes Hospital will request written consent from the individual for the blood withdrawal services. For individuals in the custody of Agency who present to Hospital for a blood draw who either cannot or will not provide written consent to such blood draw, Hospital will, subject to the remainder of this Agreement, only perform a blood draw when the Agency law enforcement officer presents Hospital, or an employee/independent contractor of Hospital, with a legally valid search warrant for such blood draw, a copy of which Hospital may retain and place in the medical record of the individual.

3. Prior to performing a blood draw pursuant to a law enforcement officer's request under this Agreement, Agency recognizes and agrees that Hospital will require said law enforcement officer to complete and sign a Law Enforcement Request for Blood Withdrawal, a copy of which is attached hereto as Exhibit A and that Hospital shall not perform a blood draw if such Request is not completely filled out and signed by the law enforcement officer. Hospital also maintains and utilizes additional forms entitled Admissions Agreement, Declination of

Medical Screening Examination/Treatment, Consent to Blood Withdrawal for Law Enforcement Purposes, Forensic Evidence Collection Form for Blood Alcohol/Toxicology and Chain of Custody, and Health Care Provider Acknowledgment of Refusal to Withdraw Blood, copies of which are attached hereto as Exhibit B, which, among other forms, Agency recognizes and agrees Hospital may use in the performance of a blood draw requested by a law enforcement officer. Agency shall require its law enforcement officers to cooperate with Hospital in completing such forms.

4. If a Hospital staff member determines that an individual in Agency's custody poses a risk to himself/herself, a Hospital staff member, or any other person, Agency shall lawfully provide all necessary restraints so that a blood sample can be safely and appropriately obtained. Hospital shall have no obligation to proceed with a blood draw until the Hospital staff member, in his/her sole discretion, deems it safe and appropriate to do so. Agency recognizes and agrees that a Hospital staff member may refuse at any time to perform a blood draw when an individual does not consent to the blood draw.

5. All medical equipment and supplies necessary to perform the blood draw services shall be provided or paid for by Agency, at no cost to Hospital.

6. The law enforcement officer accompanying the individual shall remain on-site and be physically present and continuously available throughout performance of any requested blood draw and associated wait time. Hospital shall have no responsibility for monitoring such individual.

7. Agency and its law enforcement officers shall not intimidate, harass, threaten, or abuse any staff member of the Hospital who refuses to perform a blood draw, requests that an individual complete documentation required by Hospital policies, or requires compliance with any of the terms of this Agreement. Hospital and its employees/contractors shall have no liability for nonperformance of a requested blood draw.

8. This Agreement shall be effective as of the date of the last signature below (the "Effective Date") and shall continue for a period of one (1) year thereafter (the "Initial Term"). This Agreement shall automatically renew for successive one-year terms (each a "Renewal Term" and together with the Initial Term, the "Term"), unless either party shall notify the other in writing at least thirty (30) days in advance of the expiration of the Initial Term or any Renewal Term that the notifying party does not wish to renew this Agreement, at which time the Agreement shall be deemed terminated by the party providing said notice and shall expire in accordance with its terms without further liability, duty, or compensation obligations outside of those delineated in this Agreement.

9. If Agency or its law enforcement officers fail to properly perform Agency's obligations under this Agreement in a timely or proper manner, or if Agency or its employees materially violate any terms of this Agreement, Hospital shall have the right to immediately terminate this Agreement.

10. Hospital may terminate this Agreement at any time for convenience without cause and for any reason. Hospital shall give Agency at least thirty (30) days written notice before the termination date. Hospital shall be entitled to compensation for all conforming goods delivered and accepted by Agency or for satisfactory, authorized services completed as of the termination date.

11. Hospital shall be compensated at a rate of \_\_\_\_\_ (\$\_\_\_\_\_) per each blood draw, plus the cost of any supplies. Hospital shall bill Agency on a monthly basis and Agency shall pay such invoice in full within thirty (30) days of receipt.

12. This Agreement shall be governed by the laws of the State of Tennessee and may be amended only in a writing signed by each of the parties hereto.

13. This Agreement (including all exhibits hereto) sets forth the entire understanding of the parties and supersedes all prior written or verbal agreements or understandings.

14. Agency may not assign any rights under this Agreement without Hospital's prior written consent, which may be withheld for any reason. All of the terms or provisions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the respective heirs, personal representatives, successors, and lawful assigns of the parties.

15. This is not a third party beneficiary contract. This is an agreement between Hospital and Agency. Hospital and Agency do not intend to create in any third party a right to enforce this Agreement or to collect for losses or damages under this Agreement.

16. The waiver of a breach of any provision of this Agreement does not operate and may not be construed as a waiver of any later breach.

17. The provisions of this Agreement are severable. If a provision in this Agreement is not valid or unenforceable, that fact in no way affects the validity or enforceability of any other provision.

18. This Agreement may be executed in multiple counterparts, and together the counterparts shall constitute one and the same agreement.

19. If a suit is brought to enforce or interpret this Agreement, the prevailing party is entitled to recover its costs and expenses in connection with such suit (including reasonable attorney's fees).

20. In the event, and only in the event, that §952 of P.L. 96-499 (42 U.S.C. §1395(x)(v)(l)) is applicable to this Agreement, Agency agrees as follows:

a. Until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, Agency shall make available, upon written request of the Secretary of the Federal Department of Health and Human Services or upon request of the Comptroller General of the United States, or any of their duly authorized

representatives, this Agreement, and books, documents and records of Agency that are necessary to certify the nature and extent of the costs of services pursuant to this Agreement; and,

b. If Agency carries out any of the duties of this Agreement through a subcontract, with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of services pursuant to such subcontract, the related organization shall make available, upon written request of the Secretary the Federal Department of Health and Human Services or upon request of the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of the costs of services provided to such subcontract.

21. Each party hereto shall remain liable for any obligations and liabilities arising from activities occurring prior to the effective date of termination of this Agreement. The covenants and obligations set forth in this Agreement which by their terms or implications are intended by the parties to continue in effect after termination of the Agreement, including without limitation Sections 5, 11, 19, and 20, shall survive such termination and shall remain in effect and enforceable by the parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective as of the Effective Date.

**HOSPITAL**

**AGENCY**

\_\_\_\_\_ *print name of hospital facility*

\_\_\_\_\_ *print name of law enforcement agency*

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

EXHIBIT A

[LAW ENFORCEMENT REQUEST FOR BLOOD WITHDRAWAL FORM]

Check appropriate facility:

Patient Label

FLMC LCMC PW FSRMC MMC RMC  
MHHS CLMC CUMC

**LAW ENFORCEMENT REQUEST FOR BLOOD WITHDRAWAL**

Date: \_\_\_\_\_ Time: \_\_\_\_\_

County: \_\_\_\_\_ City: \_\_\_\_\_

The undersigned, a legally constituted law enforcement officer of the State of Tennessee, hereby requests that:

\_\_\_\_\_ *print name and title of health care provider plus name of health care facility*

obtain a blood sample to be used to determine the alcohol and/or drug content of the blood of the following motor vehicle operator: \_\_\_\_\_ ("Operator").

*print motor vehicle operator's name*

**FINDING OF PROBABLE CAUSE.** The Operator's blood sample is requested because there is probable cause the Operator was driving a motor vehicle while under the influence of an intoxicant, controlled substance, controlled substance analogue, drug, substance affecting the central nervous system, or any combination thereof in violation of Tennessee Code Annotated § 55-10-401, or has committed an offense of vehicular assault under § 39-13-106, aggravated vehicular assault under § 39-13-115, vehicular homicide under § 39-13-213(a)(2), or aggravated vehicular homicide under § 39-13-218.

**LAW ENFORCEMENT OFFICER CERTIFICATION.** I certify that consent for the blood test has been obtained from the Operator and the Operator has signed the standardized waiver developed by the Department of Safety and made available to law enforcement agencies (as described in Tennessee Code Annotated 55-10-406(g)); OR the blood test for the Operator is being administered pursuant to a lawful search warrant. I further certify this request is in compliance with Tennessee Code Annotated section 55-10-406, which relieves the above health care provider withdrawing the blood from any criminal or civil liability for proper withdrawal of that blood, except for any damages that may result from the negligence of the person withdrawing the blood sample. Finally, I certify that the information sought in connection with the blood test is relevant and material to a legitimate law enforcement inquiry; the request is specific and limited in scope to the extent reasonably practicable in light of the purpose for which the information is sought; and de-identified information could not reasonably be used.

Officer's signature: \_\_\_\_\_

Officer: \_\_\_\_\_  
Printed Name Rank Department

*Original: To medical record*

*Copy: To Officer*



EXHIBIT B

[COVENANT HEALTH FORMS]

Check appropriate facility:

- FLMC LCMC PW FSRMC MMC RMC
- MHHS CLMC CUMC

Patient Label

### DECLINATION OF MEDICAL SCREENING EXAMINATION/TREATMENT

By law, this hospital's emergency department must provide a medical screening exam to determine if an emergency medical condition exists for any individual who requests or needs examination or treatment for a medical condition. This exam will be performed by qualified medical personnel.

A medical screening examination can be refused, however. If you want to refuse the medical screening examination, please read the following and sign below.

I want to refuse a medical screening examination, which could determine whether I have an emergency medical condition. I also want to refuse treatment for any and all medical conditions at this time. I understand that this hospital is willing to provide me with an examination and treatment should I ask for it, but I am refusing and decline such examination/treatment by the hospital, its staff, and providers.

I assume full responsibility for my own medical condition and understand that the hospital will not complete a medical screening exam of me.

I understand it is possible I may have a serious medical condition which could worsen, resulting in harm, injury, sickness, or even death.

I am waiving my right to a medical screening examination or treatment for any medical condition I have at this time. I release this hospital, Covenant Health, and all of their officers, directors, employees, and medical staff members, from any liability associated with not providing a medical screening examination, including in the event my medical condition should worsen or be fatal.

Patient Name \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Patient's Signature: \_\_\_\_\_

Parent or Guardian, if applicable:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

RN/Provider Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

NOTE: Form must be signed by the patient, or by the parent or legal representative in case of a minor.

*Place in medical record*





Check appropriate facility:

FLMC LCMC PW FSRMC MMC RMC  
MHHS CLMC CUMC

CH80850110 (8/18)

Patient Label

Consent to Blood Withdrawal for Law Enforcement Purposes

I understand a law enforcement officer has requested a sample of my blood to determine whether I am under the influence of an intoxicant, controlled substance, controlled substance analogue, drug, substance affecting the central nervous system, or any combination of the same.

I hereby consent to the withdrawal of my blood by venipuncture by this hospital and/or its staff and practitioners (collectively "Hospital"), and I authorize the Hospital to furnish such blood sample to the requesting law enforcement officer for purposes of determining whether I am under the influence of any of the above substances.

Blood obtained by venipuncture involves puncture of the skin with a needle that can cause pain. Side effects that I may experience in connection with blood withdrawal include, but are not limited to, the following:

- Soreness at withdrawal site
- Bruising
- Collapse of vein
- Syncope
- Excessive bleeding
- Infection
- Hematoma

I understand that not all side effects are listed above or can be anticipated, and that the severity of side effects varies from individual to individual.

Knowing the above, I freely and voluntarily consent to Hospital withdrawing my blood by venipuncture and providing it to the requesting law enforcement officer for purposes of determining whether I am under the influence of an intoxicant, controlled substance, controlled substance analogue, drug, substance affecting the central nervous system, or any combination of the same.

I agree this form has been fully explained to me and that I have read it or have had it read to me and that I understand its contents.

\_\_\_\_\_  
Patient/Patient Representative

\_\_\_\_\_  
Date/Time

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date/Time

Check appropriate facility:

FLMC LCMC PW FSRMC MMC RMC  
MHHS CLMC CUMC

Patient Label

Forensic Evidence Collection Form for Blood Alcohol/Toxicology and Chain of Custody

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Patient's Name: \_\_\_\_\_ Gender: \_\_\_\_\_ Race: \_\_\_\_\_ DOB: \_\_\_\_\_

Officer's Name: \_\_\_\_\_ Agency's Name: \_\_\_\_\_

Collecting Nurse: \_\_\_\_\_ Title: \_\_\_\_\_

- Alcohol swabs should not be used to clean the site of venipuncture. Fill the blood tube completely and package in the toxicology kit obtained from the Officer. Once the kit has been opened, the collecting nurse shall maintain the chain of custody by assuring completion of the blood draw and sealing of the kit at which time he or she cannot leave the room until the kit has been sealed. The kit is then given to the arresting officer and his signature obtained on the "received by" line below.

SPECIMEN DRAWN BY: \_\_\_\_\_ Date/Time \_\_\_\_\_

Prepped with: Soap and Water Betadine Veni-puncture site \_\_\_\_\_

Type of Device used: \_\_\_\_\_ Gauge: \_\_\_\_\_ After care: \_\_\_\_\_

**CHAIN OF CUSTODY**

1. Released By: _____	Received By: _____
Date/Time: _____	Date/Time: _____
2. Released By: _____	Received By: _____
Date/Time: _____	Date/Time: _____

Notes:

\_\_\_\_\_  
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 \_\_\_\_\_  
 \_\_\_\_\_

Place in medical record



Check appropriate facility:

- CLMC    CUMC    FLMC    FSRMC    LCMC  
 MMC    MHHS    PW    RMC

### HEALTH CARE PROVIDER ACKNOWLEDGMENT OF REFUSAL TO WITHDRAW BLOOD

Date: \_\_\_\_\_ Time: \_\_\_\_\_

On \_\_\_\_\_, Officer: \_\_\_\_\_  
Date Name Rank Department

made a written request for blood withdrawal.

In the written request, I was requested to obtain a blood sample that was to be used to determine the alcoholic and/or drug content of an individual's blood consistent with Tennessee Code Annotated 55-10-406. I understand that I am permitted by law refuse this request. I have chosen not to attempt to withdraw the individual's blood at this time for the following reasons (check all that apply):

- The patient refused to give written consent for blood withdrawal.
- The patient was intoxicated, unconscious, or incapacitated.
- The blood withdrawal procedure could not be done in a medically appropriate manner
- The patient was combative, verbally abusive, and/or violent
- I had a concern for the safety of other patients, visitors, staff, and/or myself
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

Signature: \_\_\_\_\_  
*physician, registered nurse, etc.*

Date: \_\_\_\_\_

Printed name: \_\_\_\_\_

*Original: To Officer*

*Copy: To medical record*

