

## COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Ventana Faculty Medical Associates of Monterey County, Inc.

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

### 1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide:** Professional and call coverage services for the Sexual Assault Response Team (SART), as described in Exhibit A.

### 2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 257,210

### 3.0 TERM OF AGREEMENT:

**3.01** The term of this Agreement is from July 16, 2022 to June 30, 2023, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

**3.02** The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

### 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

**Exhibit B Other:** Exhibit B - Business Associate Agreement

Exhibit C - Insurance Modification

Exhibit D - Sexual Assault Response Team Protocol

Exhibit E - Invoice Template

5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR’s agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

~~5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.~~

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Contractor  
County

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

~~6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.~~

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

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Contractor  
County

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS:

- 9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

- 9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR’s duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**Commercial General Liability Insurance:** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Requestor must check the appropriate Automobile Insurance Threshold:**

Requestor must check the appropriate box.

**Agreement Under \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

**Agreement Over \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Workers’ Compensation Insurance:** if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer’s Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these workers’ compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Professional Liability Insurance:** if required for the professional services being provided, ~~if required for the professional services being provided, persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail~~

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**County**

~~coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.~~

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

#### 9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

**Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## 10.0 **RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## 11.0 **NON-DISCRIMINATION:**

- 11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

#### 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

#### 13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

#### 14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR’S contract administrators at the addresses listed below:

| FOR COUNTY:                                   | FOR CONTRACTOR:                       |
|---|---------------------------------------|
| Elsa Mendoza Jimenez, MPH, Director of Health | Wendell Harry, MD, President/Director |
| Name and Title                                | Name and Title                        |
| 1270 Natividad Rd., Salinas, Ca. 93906        | PO Box 2879, Salinas, Ca. 93902       |
| Address                                       | Address                               |
| 831-755-4526                                  | 831-818-8847                          |
| Phone:  | Phone:                                |

16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.



- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

## 17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

**17.2 Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

**17.3 Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

\*\*\*\*\* THIS SECTION INTENTIONALLY LEFT BLANK \*\*\*\*\*

18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

Ventana Faculty Medical Associates of Monterey County, Inc.

By: \_\_\_\_\_  
Contracts/Purchasing Officer

DocuSigned by: Contractor/Business Name \*  
Wendell Harry  
7A00F364FD0B496  
(Signature of Chair, President, or Vice-President)  
wendell Harry President/CEO

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

Date: 7/13/2022 | 9:48 AM PDT Name and Title

By: \_\_\_\_\_  
Department Head (if applicable)

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

Approved as to Form  
Office of the County Counsel  
Leslie J. Girard, County Counsel

DocuSigned by:  
By: Stacy Saetta stacy saetta  
C0ECE1B99E444A9  
County Counsel

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Date: 7/13/2022 | 10:31 AM PDT Deputy County Counsel

Approved as to form Name and Title

Approved as to Fiscal Provisions  
DocuSigned by:  
By: Gary Giboney Gary Giboney  
D3834BFECTD8449...  
Auditor/Controller

Date: 7/13/2022 | 10:33 AM PDT Deputy Auditor Controller

Approved as to Liability Provisions  
Office of the County Counsel-Risk Manager  
Leslie J. Girard, County Counsel-Risk Manager

By: \_\_\_\_\_  
Risk Management

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

County Board of Supervisors' Agreement No. \_\_\_\_\_ approved on \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

<sup>1</sup> Approval by County Counsel is required

<sup>2</sup> Approval by Auditor-Controller is required

<sup>3</sup> Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

## **EXHIBIT A**

**To Agreement by and between  
Health, hereinafter referred to as “County”**

**AND**

**Ventana Faculty Medical Associates, hereinafter referred to as “CONTRACTOR”**

### **Scope of Services / Payment Provisions**

#### **A. SCOPE OF SERVICES**

**A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Serve as Sexual Assault Forensic Examiners (SAFEs) for the County’s Sexual Assault Response Team (SART). Under direction of the SART Medical Director and the Coordinator and in accordance with the following conditions, the SAFEs will provide adolescent and adult suspected sexual assault exams of victims and suspects ) as part of the County’s SART interdisciplinary team comprised of the examiner, a law enforcement officer, and an advocate.

A.1.1. SAFEs will provide forensic exams of victims or suspects who are 12 years of age and older.

- If a victim or suspect is under 12 years, SAFEs are to direct this request to the SART Coordinator or Pediatric SAFE for proper triaging.

A.1.2. SAFEs will provide forensic exams of victims who are not active-duty or military dependents and were assaulted within the jurisdictional boundaries of Monterey County:

- If a victim who is not an active-duty military member or a military dependent was assaulted in an out-of-county jurisdiction and presents himself/herself/themselves to a local hospital emergency department seeking a forensic exam, SAFEs are to direct this request to the SART Coordinator for proper triaging.
- If a victim, who is an active-duty military member or a military dependent was assaulted either within the jurisdictional boundaries of Monterey County or in an out-of-county jurisdiction, presents him/herself/themselves to a local hospital emergency department seeking a forensic exam, SAFES are to direct this request to the SART Coordinator for proper triaging.

Ventana Faculty Medical Associates of Monterey County, Inc.

Exhibit A

Term: 07/16/2022 – 06/30/2023

NTE: \$257,210

- “An out-of-county jurisdiction” is defined, for purposes of this Agreement, as any property outside the jurisdictional boundaries of Monterey County or any federal property within Monterey County, including the Defense Language Institute, any military bases, and the Presidio, Monterey County.

A.1.3. SAFEs will follow the Monterey County protocol to conduct medical-legal exams for victims and suspects of sexual assault. SAFEs are responsible for interviewing patients regarding their medical history and the history of the event, collect, photograph, and document findings. SAFEs offer prophylaxis against sexually transmitted infections, emergency contraception, and referrals for medical and behavioral health concerns related to the assault. SAFEs work with other members of the multidisciplinary Sexual Assault Response Team which include law enforcement officers, sexual assault counselors, emergency department personnel, the Office of the District Attorney, pediatricians, behavioral health professionals, and child protective services, as required.

A.1.4. SAFEs may be required to testify in court and will work with assigned attorney from the Office of the Monterey County District Attorney to prepare for testifying. SAFEs will participate in monthly meetings with SART Coordinator and perform other related duties as required.

A.1.5. The County SART Coordinator will be responsible for creating on call schedule, maintaining necessary supplies and medications in stock, and coordinating services with Natividad and Child Advocacy Center personnel as necessary. During the period of availability, to be communicated to the SART coordinator no less than 30 days prior to the shift, SAFEs will be on call 24/7 to include telephone and triage coverage and respond to requests for exams during assigned call shift. Exams will be completed at Natividad in its Emergency Department and Child Advocacy Center, as appropriate.

A.1.6. SAFEs will be required to participate in a 40-hour Online course (<https://calsafeducate.org/>) focused on forensic examinations for adolescents and adults or a course deemed comparable and sufficient by the SART Medical Director and Program Coordinator.

A.1.7. COUNTY shall provide training and on-going clinical supervision in the following areas:

- Pelvic examination
- Colposcopy, anoscopy, and photography of injuries
- Documentation of evidence and sites of injury
- Evidentiary examination of the adult/adolescent and pediatric victim
- Evidentiary exam of the Suspect

Some of the clinical training may be conducted in Natividad's Clinical Simulation Lab.

- A.2** CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated below:

Upon participation and completion of Introductory and Online courses, CONTRACTOR shall provide copies of sign-in sheet and completion certificate.

On a monthly basis, CONTRACTOR shall provide the on-call coverage schedule of availability to the SART Coordinator. The County shall provide coverage for shifts CONTRACTOR is not available.

CONTRACTOR shall deliver all written reports required under this Agreement to Faye Bates, County's Contract Manager, in accordance with the schedule above.

## **B. PAYMENT PROVISIONS**

### **B.1 COMPENSATION/ PAYMENT**

County shall pay an amount not to exceed **\$257,210** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

| <b>Activity</b>   | <b>Cost</b>     |                    | <b>July 16, 2022 -</b> |
|---|-----------------|--------------------|------------------------|
|   | <b>Per Unit</b> | <b>Total Units</b> | <b>June 30, 2023</b>   |
| Online Training Course and Certification - one time per examiner        | \$2,500         | 5                  | \$12,500               |
| Conducting Examination as Trainee/Observer                              | \$300           | 20                 | \$6,000                |
| Conducting Examination  | \$500           | 90                 | \$45,000               |
| On-Call Coverage (24/7)   | \$480           | 350                | \$168,000              |
| Participation in monthly SART meetings (1 hour/month for 4-6 examiners) | \$55            | 72                 | \$3,960                |
| Preparation and Delivery of Court Testimony                             | \$1,000         | 3                  | \$3,000                |
| Preparation for Testimony and case settles                              | \$500           | 3                  | \$1,500                |
| Administration of SAFE services   | \$1,500         | 11.5               | \$17,250               |

**Total Not To Exceed**

**\$257,210**

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

## **B.2 CONTRACTORS BILLING PROCEDURES**

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

### **INVOICES**

Invoices will include specific detail about charge for each instance.

Invoices may be emailed directly to: [HDADMINFinance@co.monterey.ca.us](mailto:HDADMINFinance@co.monterey.ca.us)

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) effective July 16, 2022 (“Effective Date”), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department (“Covered Entity”) and Ventana Faculty Medical Associates of Monterey County, Inc. (“Business Associate”) (each a “Party” and collectively the “Parties”).

### RECITALS

A. WHEREAS, Business Associate provides certain services for Covered Entity that involve the Use and Disclosure of Protected Health Information (“PHI”) that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and E (the “Privacy Rule”), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the “Breach Notification Rule”), and the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and C (the “Security Rule”) (collectively “HIPAA”), all as amended from time to time.

C. WHEREAS, the Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, to the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 (“Red Flag Rules”).

E. WHEREAS, the Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“E PHI”) shall be handled, in accordance with such requirements.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

### AGREEMENT

#### 1. DEFINITIONS

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.



(a) “Breach” shall have the same meaning as “breach” as defined in 45 C.F.R. § 164.402; however, the term “Breach” as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient’s “medical information” as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a “breach of the security of the system” under Cal. Civil Code § 1798.29.

(b) “California Confidentiality Laws” shall mean the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other personally identifiable information (PII), including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 *et seq.*), the patient access law (Cal. Health & Safety Code § 123100 *et seq.*), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 *et seq.*), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 *et seq.*), and California’s data breach law (Cal. Civil Code § 1798.29).

(c) “Protected Health Information” or “PHI” shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individual, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity’s behalf. PHI, when used in this BAA, includes EPHI.

(d) “Services” shall mean the services for or functions performed by Business Associate on behalf of Covered Entity pursuant to an underlying services agreement “(Services Agreement)” between Covered Entity and Business Associate to which this BAA applies.

## **2. PERMITTED USES AND DISCLOSURES OF PHI**

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws if done by Covered Entity;

(b) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(c) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(d) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as

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permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached; and

(e) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

### **3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI**

#### **3.1. Responsibilities of Business Associate.** Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure, Security Incident, or suspected Breach. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in unauthorized access, acquisition, Use or Disclosure of PHI. For the avoidance of doubt, a ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request.

(i) If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) In consultation with Covered Entity, Business Associate shall promptly mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach;

(iii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach;

(b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA. Upon request, Business Associate shall provide Covered Entity with copies of its written agreements with such Subcontractors;

(d) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with HIPAA. Business Associate shall immediately notify Covered Entity of any such requests by the Secretary and, upon Covered Entity's request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity. The fact that Covered Entity has the right to inspect, inspect, or fails to inspect Business Associate's internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity's acceptance of such practices or waiver of Covered Entity's rights under this BAA;

(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. At a minimum, the Business Associate shall provide Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(h) If all or any portion of the PHI is maintained in a Designated Record Set:

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for access to PHI from an individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for amendment of PHI from an individual;

(i) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(j) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(k) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) days after the Business Associate's receipt of any request

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or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

### **3.2 Business Associate Acknowledgment.**

(a) Business Associate acknowledges that, as between the Business Associate and Covered Entity, all PHI shall be and remain the sole property of Covered Entity.

(b) Business Associate is not permitted to Use PHI to create de-identified information except as approved in writing by Covered Entity.

(c) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA.

(d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online from the Covered Entity's webpage. Business Associate agrees to review the Notice of Privacy Practices at this URL at least once annually while doing business with Covered Entity to ensure it remains updated on any changes to the Notice of Privacy Practices Covered Entity may make.

**3.3 Responsibilities of Covered Entity.** Covered Entity shall notify Business Associate of any (i) changes in, or withdrawal of, the authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; or (ii) restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

## **4. TERM AND TERMINATION**

**4.1 Term.** This BAA shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 4.4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

**4.2 Termination.** If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement without penalty; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

**4.3 Automatic Termination.** This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

**4.4 Effect of Termination.** Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

## **5. MISCELLANEOUS**

**5.1 Survival.** The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

**5.2 Amendments; Waiver.** This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

**5.3 No Third Party Beneficiaries.** Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

**5.4 Notices.** Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile or email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:

Ventana Faculty Medical Associates of Monterey County, Inc.

Attn: Wendell Harry, MD

Phone: 831-818-8847

Fax:

Email: HarryW1@natividad.com

If to Covered Entity, to:

County of Monterey Health Department

Attn: Compliance/Privacy Officer

1270 Natividad Road

Salinas, CA 93906

Phone: 831-755-4018

Fax: 831-755-4797

Email: sumeshwarsd@co.monterey.ca.us

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

**5.5 Counterparts; Facsimiles.** This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

**5.6 Relationship of Parties.** Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

**5.7 Choice of Law; Interpretation.** This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

**5.8 Indemnification.** Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

**5.9 Applicability of Terms.** This BAA applies to all present and future Services Agreements and business associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

**5.10 Insurance.** In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associate's required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability, with limits of not less than \$10,000,000 per claim and in the aggregate. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

**5.11 Legal Actions.** Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.



**5.12 Audit or Investigations.** Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

**5.13 Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where Business Associate or its Subcontractor, employee, or agent is a named adverse party.

**5.14 No Offshore Work.** In performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered Entity.

**5.15 Information Blocking Rules.** Business Associate shall not take any action, or refuse to take any action, with regard to Covered Entity’s electronic health information that would result in “information blocking” as prohibited by 42 U.S.C. § 300jj-52 and 45 C.F.R. Part 171 (collectively, “Information Blocking Rules”). Business Associate and Covered Entity shall cooperate in good faith to ensure Covered Entity’s electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

**BUSINESS ASSOCIATE**

**COVERED ENTITY**

DocuSigned by:  
By: Wendell Harry  
7A99F364FD08496...  
Print Name Wendell Harry, MD  
Print Title President/Director  
Date: 7/13/2022 | 9:48 AM PDT

By: \_\_\_\_\_  
Print Name: Elsa Mendoza Jimenez, MPH  
Print Title: Director of Health  
Date: \_\_\_\_\_

## EXHIBIT C

### **JUSTIFICATION FOR INSURANCE MODIFICATION**

County of Monterey, on behalf of Health Department, agrees to cover the medical group Ventana Faculty Medical Associates and its individual providers Cristobal Alcaez, Cristina Gates, Wendell Harry, Tammy Lynn Olmstead, Kati Kenner, and Sheree Goldman under Monterey County's HCL contract with the County's current insurance carrier for commercial general liability and professional liability for services provided by Ventana Faculty Medical Associates and its individual providers pursuant to this Agreement and any related Business Associate Agreement. County agrees to pay for monthly premium associated with this coverage without reimbursement from Ventana Faculty Medical Associates for the initial term of the agreement. If the parties agree in writing to an extension of this agreement beyond the initial 2 months, County shall continue paying the monthly premium associated with this coverage, and Ventana Faculty Medical Associates shall reimburse County for the monthly premium associated with this coverage.

"Continuous Coverage." County shall at its sole cost and expense obtain and maintain "Continuous Coverage" that provides professional liability coverage to the Contractor and identified Group providers for claims arising from services rendered pursuant to this Agreement but after this agreement expires or terminates. The Continuous Coverage shall be in such amounts as County deems appropriate for medical services and administrative services rendered by the Contractor pursuant to this Agreement.

#### **Business Automobile Liability Insurance**

Ventana Faculty Medical Associates agrees to submit to County proof of insurance in the form of a certificate of insurance for personal automobile insurance coverage, with a combined single limit of \$1,000,000 per occurrence, from each of its providers performing SAFE services pursuant to this Agreement.

Monterey County Health Department

**SEXUAL ASSAULT RESPONSE TEAM  
PROTOCOL**

**2020**



For questions please contact  
**Sheree Goldman, Sexual Assault Response Team Coordinator**  
(831) 648-7731 or  
[Goldmans@co.monterey.ca.us](mailto:Goldmans@co.monterey.ca.us)



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## **SEXUAL ASSAULT RESPONSE TEAM PROTOCOL**

### **I. DEFINITION**

The Sexual Assault Response Team (SART) of Monterey County consists of interdisciplinary responders to reports of sexual assault. These responders include law enforcement officers, sexual assault forensic examiners, certified sexual assault counselors, certified forensic child interviewers, deputy district attorneys and crime lab personnel, and victim assistance advocates, Children and Family Services, and Children's Behavioral Health.

### **II. STATEMENT OF PURPOSE**

It is the desire of the SART of Monterey County to provide a prompt, organized, and effective multi-disciplinary team response to reports of acute adult, adolescent, and pediatric sexual assault. By implementing a protocol, the SART can gather evidence, contribute to investigative efforts by law enforcement, and at the same time, remain sensitive to the needs of sexual assault victims. A coordinated effort between all disciplines will assist the criminal justice system in the collection of evidence, interpretation of findings, and presentation of expert opinion.

The protocol is designed to ensure that sexual assault survivors and suspects receive an immediate and comprehensive medical-legal examination and receive medical testing and medication as recommended by the state of California.

### **III. LAW ENFORCEMENT RESPONSE**

#### **A. INVESTIGATIVE PROCEDURES**

1. INITIAL ASSESSMENT of the reporting party should be limited to a brief interview by the responding officer to determine the following:
  - a. A crime has occurred
  - b. Jurisdiction
  - c. Statute of limitations
  - d. Additional exigent victim and suspect information that must be obtained immediately pertaining to safety issues, suspect flight risk or risk to the community, or for enough probable cause for an immediate arrest.
  - e. The victim will be notified by law enforcement of his or her legal right to have his or her name kept confidential per PC 6254 and PC 293.
  - f. The initial assessment will also determine the need for an immediate medical examination of the victim(s). The investigating agency should not dismiss the need for a medical exam without consulting with the on-call Sexual Assault Forensic Examiner (SAFE) who can be contacted through the SART answering service (831) 648-7731.

## B. FORENSIC INTERVIEWS

1. All victims under the age of 18 will be referred to the Child Advocacy Center for an interview by a Child Forensic Interview Trained interviewer (CFIT). It is preferable that the interview precedes the medical examination, but if that is not possible, the exam will be done first, and an interview will be scheduled in a timely manner.
2. CFIT interviewers may be requested to interview adults who have developmental or other disabilities that necessitate such an interview.
3. The victim will have a sexual assault counselor present for the interview at the victim's discretion per PC 264.2.

## C. ASSISTANCE

1. Assistance with decision-making and other questions is available 24/7 from the on-call Deputy District Attorney, the SART Examiner, and the Monterey County Rape Crisis Center.

## D. SART ACTIVATION

1. The multidisciplinary team activation will be initiated by the law enforcement agency that is requesting an exam
2. The law enforcement agency will contact the SART answering service and request to speak with the on-call examiner.
3. The officer will provide limited information only to the answering service, to include the officer's name, call back number, agency name, and the age, sex, condition, and language spoken of either the victim or suspect. The name of the victim or suspect will not be communicated to the answering service, nor will details of the case.
4. The answering service will contact the examiner, who will speak with the officer who is requesting SART activation prior to initializing the transport of a victim or response of a certified sexual assault counselor to the hospital.
5. The examiner will make every effort to respond to the requested hospital (CHOMP or Natividad) in a timely manner and will coordinate with the agency to set up an agreed upon time.
6. The examiner will then contact the answering service to request that a certified sexual assault counselor be dispatched to meet at the designated time and place. (This procedure satisfies the legal requirement that the local rape victim counseling center be notified whenever a victim is transported to the hospital for a forensic exam per PC 264.2).

## E. TELE-SART ALTERNATIVE

During the COVID-19 pandemic some patients may be offered a Tele-SART exam. The specifics for this alternative may be found on page     in the appendices.

## F. NON-INVESTIGATIVE REPORTS (NIR)

1. If the victim is age 18 or over and requesting a non-investigative report (NIR), the SAFE will contact the jurisdiction where the assault is reported to have occurred and



the law enforcement agency will provide obtain a case number. The victim's identity will not be disclosed, and the Cal-OES instructions will be followed to examine the victim and document the findings on the Cal-OES 2-924 report. A law enforcement officer will respond to the hospital after the exam to collect and store the evidence kit for the minimum number of years as established by law (24 months) or as established pursuant to the policy of the investigating agency which may for the duration of the statute of limitations. PC 1417.9, PC 799

2. If the victim decides to open the case to investigation, the law enforcement agency shall obtain a written release from the victim for the report and submit it to the SART Custodian of Records who will then provide a copy of the Cal OES 2-924 report to the agency.

#### G. TRANSLATION

1. The law enforcement agency will provide a legal interpreter when possible. If no interpreter is available through law enforcement, a certified interpreter from the hospital, the ATT Language Line, or a comparable service that is provided by the institution will be utilized.

#### H. HOSPITAL PROCEDURE

1. The sexual assault counselor will be afforded an opportunity to speak with the victim privately prior to the exam if possible.
2. When all team members have assembled, the examiner will obtain a history of the event from the victim. The law enforcement officer and sexual assault counselor will be in attendance for this portion of the exam, and then the law enforcement officer may be excused after the history has been completed.
3. The victim may have one support person of their choice in attendance per PC 264.2 during the exam, apart from the interview. (Per PC 264.2(b)(4), a *support person may be excluded from a medical evidentiary or physical examination if the law enforcement officer or medical provider determines that the presence of that individual would be detrimental to the purpose of the examination.*)
4. The law enforcement agency will promptly dispatch an officer to retrieve the evidence and report from the examiner after the exam is completed.
5. If the examination is for a suspect, the officer will remain in attendance throughout the examination.

#### I. CHAIN OF CUSTODY

1. An appropriate chain of custody will be maintained when evidence and the report of the forensic exam are passed from the examiner to the law enforcement agency.

#### J. VICTIM TRANSPORT

1. Transportation may be requested of law enforcement to transport victims to and/or from exams.

#### K. PAYMENT

1. Payment for the exam will be in accordance with the memorandum of understanding between the agency and the Monterey County Health Department. No victim will be billed either directly or indirectly for the exam per PC 13823.95.

### IV. **ADVOCACY and CERTIFIED SEXUAL ASSAULT COUNSELORS**

- A. Monterey County Rape Crisis Center (MCRCC) will be contacted to provide certified sexual assault counselors during all medical-legal examinations for victims of all ages in accordance with PC 264.2.
- B. The sexual assault counselor will provide clothing, toiletries, and additional information/referrals to the victim.
- C. All victims will receive written and verbal Crime Victim's Compensation information at the time of the exam.
- D. All victims will receive a referral to counseling with resources from the Monterey County Rape Crisis Center (MCRCC).

### V. **FAMILY AND CHILDREN'S SERVICES**

- A. The SAFE and/or Law Enforcement will contact Child Protective Services (CPS) whenever the assault occurred in the child's home or if there is a concern that the child may be a victim of Commercial Sexual Exploitation (CSEC). Any phone call made to CPS must be followed by faxing a completed Suspected Child Abuse Report (SCAR)) to the agency within 36 hours. See appendix for link to the report form.
- B. In addition, CPS must be contacted in the following situations:
  - Cases involving intra-familial situations.
  - Cases where the minor appears to be at continued risk of molest due to the caretakers' inability to protect or unwillingness to believe the minor's disclosure.
  - Cases where the relationship between the minor and the suspect is unclear and/or the suspect has continued access.
  - Cases where the assault occurred out of the home and the Law Enforcement officer or SAFE feel that an evaluation needed.

## VI. BEHAVIORAL HEALTH SERVICES

### A. Children under the age of 18

1. At Natividad Medical Center, Monterey County Children's Behavioral Health shall provide an on-call psychiatric social worker (PSW) to respond to the Bates-Eldredge clinic during or after the examination of a minor who expresses suicidality or other concerning behavioral issues and is determined by the SAFE to need a behavioral health assessment prior to discharge from the hospital. This PSW can be contacted after hours or during weekends by calling (831)755-5810.
  - a. The PSW shall assess the safety of the child. If the PSW determines the child is stable, a safety plan will be completed and discussed with the child and their caretaker prior to them leaving the hospital. The child and/or the caretaker will also be offered mental health follow-up which they can opt into by completing a release of information. Should the family consent, the PSW will follow up with the family within 72 hours regarding the child's need for ongoing mental health services.
  - b. Should the child be determined to be a danger to self or others the PSW will coordinate with the Crisis Team at Natividad Medical Center and coordinate the child and caretaker being escorted to the emergency department for evaluation for potential mental health hold. The child and/or the caretaker will also be offered mental health follow-up which they can opt into by completing a release of information. Should the family consent, the PSW will follow up with the family within 72 hours regarding the child's need for ongoing mental health services.
  - c. Any child, examined at NMC or CHOMP, can be offered follow-up mental health services regardless of safety issues. The SAFE would fill out release with family and email copy to [cares@co.monterey.ca.us](mailto:cares@co.monterey.ca.us) and a PSW will follow up with the family within 72 hours of receiving the release of information. A release can be signed by a child 12 years or older or by a parent or guardian for any child age 0-18 years.
2. At CHOMP, the child may be assessed by the emergency department physician and the physician may request and assessment by the crisis team.
  - a. Adults
    - i. Patients at Natividad Medical Center will be transferred to the emergency department and the emergency department may request an assessment by the crisis team to determine the mental health needs of the patient.
    - ii. Patients at CHOMP may be assessed by the emergency department physician and the physician may request and assessment by the crisis team to determine the mental health needs of the patient.

- b. Decision-making capacity
  - i. If there is a concern that the patient's mental status is altered, the emergency department physician will be consulted by the sexual assault forensic examiner to evaluate if the patient has the capacity to consent to an evidentiary exam, which is an elective procedure.

## VII. MEDICAL SERVICES

### A. ACUTE EXAMINATIONS

An acute case is defined as involving a report of penetration of a person's mouth within 24 hours, vagina within 120 hours, or anus within 120 hours, or if there is injury, bleeding, or pain attributed to the assault.

Forensic examinations which meet the criteria for an acute exam may be conducted to evaluate and treat all victims who upon request. No law enforcement authorization is required to conduct the NIR exam. Evidence of sexual assault is collected in a sensitive manner during the examination.

1. Minors, age 12 to 17, may consent to medical examination, treatment, and evidence collection for sexual assault without parental consent. (Family Code Section 6927). Minors, age 12 to 17, may also decline an exam without parental consent. An attempt must be made by the SAFE to notify the parents. Suspect exams are performed at the request of law enforcement.
2. Forensic examinations are conducted in specialized exam rooms or the emergency department at participating hospitals. Suspect exams may be conducted at the County Jail.
3. Acute examinations for sexual assault of victims of all ages may be requested by law enforcement within 5 days (120 hours) of the assault. This time frame is not absolute, and the law enforcement agency and the SAFE are encouraged to discuss the details of the assault to assist with decision-making.

### B. MEDICAL OVERSIGHT

1. Sexual Assault Forensic Examinations must be conducted by qualified examiners. (PC section 13823.5(e).
2. The Medical Director of the SART program provides supervision.
3. Standardized procedures cover administration of prescription drugs by sexual assault forensic examiners to patients to:
  - a. Provide prophylaxis for sexually transmitted infections.
  - b. Provide emergency contraception to female patients.
  - c. Patients under the age of 12 may also be examined, and prescription medication is limited to emergency contraception when indicated.

### C. EXAMINER LICENSURE/CERTIFICATION/QUALIFICATIONS

1. Education, Training and Experience
  - a. Employment as a registered nurse, nurse practitioner, or physician's assistant for at least one (1) year.
  - b. Employed by oversight administrative agency (MCHD).
  - c. Successful completion of didactic and clinical education requirements required by the hospital.
  - d. Credentialed in good status by the hospital within the required time frame.
2. Licensure
  - a. Current licensure as a registered nurse or physician's assistant in the State of California.  
For Registered Nurses: Thirty (30) hours of continuing education (CEU) as mandated by the State of California to maintain licensure (all 30 hours are due at time of license renewal every two (2) years).
  - b. For Physicians' Assistants: Continuing Education (CME) as required by the institution (MCHD)
3. Ongoing Evaluation
  - a. Chart review by coordinator and Medical Director
  - b. PA charts to be co-signed by Medical Director
  - c. Regular attendance at monthly Coalition Meeting/Case reviews
  - d. Photo reviews
  - e. DOJ Crime lab QA of evidence kits
  - f. Proof of training shall be kept on file at the oversight agency.

### D. EXAMINATION OF ADULT/ADOLESCENT VICTIMS OF SEXUAL ASSAULT

#### E. DEFINITIONS

1. The US DOJ defines sexual assault as any type of sexual contact or behavior that occurs without the explicit consent of the recipient. Falling under the definition of sexual assault are sexual activities such as forced sexual intercourse, forcible sodomy, child molestation, incest, fondling, and attempted rape.

Penal Code Section 11165.1 provides: As used in this article, "sexual abuse" means sexual assault or sexual exploitation as defined by the following:

**(a)** "Sexual assault" means conduct in violation of one or more of the following sections: Section 261 (rape), subdivision (d) of Section 261.5 (statutory rape), 264.1 (rape in concert), 285 (incest), 286 (sodomy), subdivision (a) or (b), or paragraph (1) of subdivision (c) of Section 288 (lewd or lascivious acts upon a child), 288a (oral copulation), 289 (sexual penetration), or 647.6 (child molestation).

**(b)** Conduct described as "sexual assault" includes, but is not limited to, all of the following:

- (1) Penetration, however slight, of the vagina or anal opening of one

person by the penis of another person, whether or not there is the emission of semen.

(2) Sexual contact between the genitals or anal opening of one person and the mouth or tongue of another person.

(3) Intrusion by one person into the genitals or anal opening of another person, including the use of an object for this purpose, except that, it does not include acts performed for a valid medical purpose.

(4) The intentional touching of the genitals or intimate parts, including the breasts, genital area, groin, inner thighs, and buttocks, or the clothing covering them, of a child, or of the perpetrator by a child, for purposes of sexual arousal or gratification, except that it does not include acts which may reasonably be construed to be normal caretaker responsibilities; interactions with, or demonstrations of affection for, the child; or acts performed for a valid medical purpose.

(5) The intentional masturbation of the perpetrator's genitals in the presence of a child.

(c) "Sexual exploitation" refers to any of the following:

(1) Conduct involving matter depicting a minor engaged in obscene acts in violation of Section 311.2 (preparing, selling, or distributing obscene matter) or subdivision (a) of Section 311.4 (employment of minor to perform obscene acts).

(2) A person who knowingly promotes, aids, or assists, employs, uses, persuades, induces, or coerces a child, or a person responsible for a child's welfare, who knowingly permits or encourages a child to engage in, or assist others to engage in, prostitution or a live performance involving obscene sexual conduct, or to either pose or model alone or with others for purposes of preparing a film, photograph, negative, slide, drawing, painting, or other pictorial depiction, involving obscene sexual conduct. For the purpose of this section, "person responsible for a child's welfare" means a parent, guardian, foster parent, or a licensed administrator or employee of a public or private residential home, residential school, or other residential institution.

(3) A person who depicts a child in, or who knowingly develops, duplicates, prints, downloads, streams, accesses through any electronic or digital media, or exchanges, a film, photograph, videotape, video recording, negative, or slide in which a child is engaged in an act of obscene sexual conduct, except for those activities by law enforcement

and prosecution agencies and other persons described in subdivisions (c) and (e) of Section 311.3.

Evidence Code Section 1108 provides: As used in this section, the following definitions shall apply:

(1) "Sexual offense" means a crime under the law of a state or of the United States that involved any of the following:

(A) Any conduct proscribed by Section 243.4, 261, 261.5, 262, 264.1, 266c, 269, 286, 288, 288a, 288.2, 288.5, or 289, or subdivision (b), (c), or (d) of Section 311.2 or Section 311.3, 311.4, 311.10, 311.11, 314, or 647.6, of the Penal Code.

(B) Any conduct proscribed by Section 220 of the Penal Code, except assault with intent to commit mayhem.

(C) Contact, without consent, between any part of the defendant's body or an object and the genitals or anus of another person.

(D) Contact, without consent, between the genitals or anus of the defendant and any part of another person's body.

(E) Deriving sexual pleasure or gratification from the infliction of death, bodily injury, or physical pain on another person.

(F) An attempt or conspiracy to engage in conduct described in this paragraph.

F. DATA BASE to be collected by the examiner

G. SUBJECTIVE

1. Informed written consent received from the patient
2. Patient history and symptoms relevant to sexual assault, including sexual, contraceptive, and reproductive history per the Cal-OES form.
3. Pertinent medical history relevant to general health, allergies, surgeries, illnesses, and current medications.

H. OBJECTIVE

1. Physical exam, including genital assessment is performed according to the protocol.
2. Forensic evidence is collected according to the California OES protocol.
  - a. The forensic examiner determines the need for lab tests on a case by case basis according to protocol from the following:
    - i. Urine or serum pregnancy test that meets the criteria set forth by the California State Protocol
    - ii. Urinalysis if indicated
    - iii. Baseline testing for Gonorrhea and Chlamydia

- iv. Wet mount
- v. Collection of serum sample for immediate evaluation for HIV, Hepatitis B, C, and syphilis.
- vi. Blood and/or urine test for alcohol/toxicology screening.
- vii. CBC and CMP for patients who are candidates for HIV non-Occupational Postexposure Prophylaxis (nPEP).
- viii. The Coordinator shall file a Confidential Morbidity Report (CMR) with the Monterey County Health Department Communicable Disease Unit whenever a positive test results from a reportable infection.

#### I. ASSESSMENT

1. Reported Sexual Assault indicating medical-legal examination. The appropriate ICD code will be used for the confidential registration of the patient, but “Sexual Assault”, per se, may not be medically diagnosed from a history and physical. Sexual Assault is a legal term.
2. Medical Screening Exam (see appendix).
3. Loss of Awareness Victim Exam Protocol
  - a. If the victim reports no memory of the assault, see appendix for recommended procedure.
  - b. The examiner may decline to perform an exam if the patient’s behavior is unusually hostile or violent.

#### J. PLAN

1. TREATMENT FOR SEXUALLY TRANSMITTED INFECTION AND PREGNANCY Prophylaxis
2. All patients should be strongly encouraged to accept routine preventative therapy after sexual assault.
3. The Emergency Department physician will be notified if symptoms of allergy or distress develop.

#### K. PROPHYLACTIC MEDICATION FOR ADULT AND ADOLESCENTS

For prophylaxis against sexually transmitted infections.

1. For Gonorrhea: **Ceftriaxone 500 mg in Lidocaine 1%, IM x 1**
2. For Chlamydia: Prescription for **doxycycline 100 mg, orally twice daily for 7 days** (consult with physician in pregnancy).

OR

3. For allergy risk consult with physician

AND

4. For Trichomonas, Metronidazole 2 gm, PO x 1 (**Contraindicated in Pregnancy**).



5. For Emergency Contraception:

- a. **Next Choice, 1 tab, PO x 1, or ELLA, 1 tab PO** (Contraindicated in Pregnancy), or a generic equivalent.
- b. For HIV NON-OCCUPATIONAL POST EXPOSURE PROPHYLAXIS (nPEP): Testing is recommended but not required. If assailant is known to be HIV positive, the victim should be offered post-exposure prophylaxis. Prophylaxis must be initiated within 72 hours. The clinician may consult with an HIV specialist at UCSF by phone at the UCSF Clinician Consultation Center by calling (800) 933-3413, Monday through Friday from 9am until 8 pm ET.  
**Regimen:**
- c. **Truvada 200/300, 1 tab PO now, and Dolutegravir 50 mg, 1 tab now.** Prescription for 1 tab Truvada 200/300 once daily and dolutegravir 50 mg. once daily x 30 days. (Consult with Physician in pregnancy).

**If indicated:**

- d. **Hepatitis B vaccination:** Serologic testing is not required. If patient has not already been immunized, or is uncertain about immunization status, vaccination is recommended at the time of the initial examination. Follow-up doses are given 1-2 months and 4-6 months after the initial dose, for a total of 3 doses. (CONTRAINDICATED IN PREGNANCY)
- e. **Td or Tdap booster:** if patient was immunized, but has not had a booster in 10 years, and there is a break in the skin integrity, refer to ED for Td. If the patient is between the ages of 19 and 64, he or she should receive a one-time dose of **Tdap** in place of Td. (CONSULT PHYSICIAN IN PREGNANCY).

6. Medical management of pain and nausea:

- a. All patients should be evaluated for level of pain, using a 1 to 10 scale.
- b. Acetaminophen 1000 mg may be administered po as a prn medication at any time during the exam, after oral swabs have been taken. (CONSULT MD IN PREGNANCY).
  - i. Pain should be re-evaluated one hour after administering medication.
  - ii. If pain persists, consider ED referral for further evaluation.
  - iii. Zofran 4 mg. sublingual may be administered for nausea. (CONTRAINDICATED IN PREGNANCY).

L. PHYSICIAN CONSULTATION

1. The Sexual Assault Forensic Examiner (SAFE) will consult with a physician and obtain medical clearance for the forensic exam when the following conditions are met:
  - a. A concern that a patient has an altered mental status and the patient's ability to consent for forensic examination (an elective medical procedure) may be impaired.

- i. Exhibiting the ability to understand the information relevant to treatment options
- ii. Expressing the ability to weigh the treatment options
- iii. Demonstrating the ability to appreciate the significance of the information provided
- iv. Expressing reasoning
- v. Displaying the ability to communicate their choice.

***It is recommended that the patient remain in the Emergency Department or hospital for observation, treatment, or detoxification*** as an altered mental status may be due to serious medical conditions including, but not limited to:

- i. Metabolic problems
- ii. Trauma
- iii. Infection
- iv. Intoxication
- v. Psychosis

When the patient's mental status is improved, the patient demonstrates medical decision-making capacity for an elective procedure, and has been medically cleared by a physician, the SAFE examiner can return to obtain the patient's informed consent for a sexual assault forensic examination and conduct the examination.

*Note: Whenever possible, the SAFE should document in detail observations and facts that support the determination that the patient is unable to consent to the procedure, as should the attending physician and law enforcement representative.*

- i. A patient who is known to be pregnant, MD screening is to occur PRIOR to medical-legal exam. (Pregnancy test may show false positive if patient is recently postpartum or post spontaneous or elective abortion.)
- ii. Wound Management prophylaxis: If the patient has had primary tetanus toxoid immunization and has not had a booster dose in the past 10 years and has open wounds, refer to Emergency Department for tetanus toxoid, 0.5cc IM at time of exam. Tdap between the ages of 19 and 64 should be substituted for one dose of Td.
- iii. Patient has not been immunized against Hepatitis B.
- iv. History of non-fatal strangulation or attempted strangulation.
- v. History of loss of consciousness or loss of memory associated with head trauma according to patient's description of events or physical evidence.
- vi. Evidence of possible substance use or abuse, as determined by history or signs and symptoms that requires medical screening due to altered mental status or symptoms of withdrawal
- vii. Chest or abdominal pain \_\_\_\_\_
- viii. Head injury or lack of orientation
- ix. Injury of extremities resulting in limited range of motion
- x. Signs of infection

- xi. History of continual anal or genital bleeding since assault
- xii. Any bruising or laceration requiring treatment
- xiii. Any other conditions which suggest the need for medical consultation.

*This list is only suggestive of consultation criteria. The examiner must use his or her professional judgment regarding additional consultation criteria. Physician consultation is independent of release from SART exam. The forensic examiner is ultimately responsible for providing sexual assault counseling and follow-up information.*

#### M. PATIENT/SUPPORT EDUCATION

1. Patients will receive information on medication, treatment, and possible adverse reactions, both verbally and with printed material from the examiner.
2. Patient or minor patient's caregiver will be given age appropriate information about sexual assault and referrals by the sexual assault counselor. The referrals will include information about the Victims of Crime Program.
3. If no advocate is present, the forensic examiner will provide this information.

#### N. PATIENT FOLLOW UP

4. Patients without acute trauma or illness will be advised to follow up on the schedule that is recommended by the CDC or as needed.
5. Patients with evidence of acute trauma or illness will be referred to a health care provider for follow-up as soon as possible.
6. If nPEP (Truvada and Dolutegravir) therapy was initiated, patient may need additional hematology as recommended by the CDC written and verbal information will be provided to patient for their health care provider. If the patient has no PMD, he or she will be referred to a Monterey County Health Department clinic.
7. If the emergency physician saw the patient, additional follow-up instructions may be given by the emergency dept.
8. Any patient may return for additional evidence collection, photography, etc. at the request of law enforcement or the District Attorney.
9. Follow-up recommendations will be provided to the patient and/or family both verbally and in writing.
10. Long term follow-up care can be performed by the patient's primary medical provider as recommended by the CDC.

#### O. ACUTE PEDIATRIC EVIDENCE COLLECTION POLICY (Under 12 years of age)

1. Patient should see MD in Emergency Department if there are severe injuries, or if the child reports pain or bleeding. MD exam can be collaborative while forensic examiner collects evidence.
2. If law enforcement requests an exam to collect evidence and it is not possible for the child to be seen at the Bates-Eldredge Clinic within 5 days (120 hours) of the assault, consent is obtained from the parent, guardian, social worker, or law enforcement officer.
  - a. The examiner will explain to the officer and the child's caretaker that this is an initial exam to collect potential biological evidence that might otherwise be lost. Examiner will explain that the child will also need to be scheduled for an

- interview with Certified Child Forensic Interviewer and a follow-up exam with a Pediatric Sexual Abuse Expert.
- b. The examiner will explain to the officer and the child's caretaker that this is an initial exam to collect potential biological evidence that might otherwise be lost. Examiner will explain that the child will also need to be scheduled for an interview with Certified Child Forensic Interviewer and a follow-up exam with a Pediatric Sexual Abuse Expert.
  - c. Examiner will clarify that this examination alone cannot determine if the child has been a victim of sexual abuse.
  - d. A certified sexual assault counselor will be present to provide support, clothing, toiletries, and additional information and referrals to the victim.
  - e. CalOES form 2-930 and instructions are used.

THESE INSTRUCTIONS CONTAIN THE RECOMMENDED METHODS FOR MEETING THE MINIMUM LEGAL STANDARDS ESTABLISHED BY PENAL CODE SECTION 13823.11 FOR PERFORMING EVIDENTIARY EXAMINATIONS.

- i. Clothing collection per protocol.
- ii. The examiner will obtain the history from law enforcement officer, parent, or social worker. Neither the examiner nor the officer will interview the child in depth. If the child reveals any additional information during the exam, document this and report it to the investigator after the exam.
- iii. Obtain swabs per history and for Woods lamp positive areas.
- iv. Photograph injuries
- v. Speculum is not inserted into a pre-pubertal female.
- vi. Swabs are not inserted into the vagina of pre-pubertal females unless hymenal opening is large enough to do so without touching hymenal edges. Vulvo-vestibular swabs are collected instead.
- vii. NAAT testing for GC/Chlamydia will be done on the urine of the child. Any female child who is Tanner Stage 3 or above, regardless of menarche will be tested for pregnancy.
- viii. Cultures (oral, vaginal, penile, rectal) as indicated by history or if lesions or exudate are present will be obtained.
- ix. If vaginal discharge is present, a wet mount should be collected and transported to the lab as soon as it has been prepared for evaluation for the presence of sperm, clue cells, trichomonas, and yeast.
- x. NO male urethral cultures should be done for GC/Chlamydia; if the child is symptomatic, a NAAT can be done on voided urine or a meatal specimen of the discharge is an adequate substitute for an intraurethral swab.
- xi. Anoscopy will not be done on a pre-pubertal child. If anoscopy is indicated consult with physician.
- xii. Pertinent medical information, including vital signs and height and weight, will be recorded.
- xiii. Children will not routinely be given medications apart from Plan B for females who are Tanner Stage 3 and above. Children who are at risk for

HIV exposure should be evaluated by the ED MD for non-occupational post-exposure prophylaxis (nPEP) therapy.

- xiv. A blood test for HIV, Hepatitis B and C, Syphilis, and other tests if indicated will be done. Venipuncture should take place in an area other than the Child Advocacy Center if possible. HCG should be done for all Tanner 3 females regardless of menarche and is preferable to Urine testing. This procedure should be done AFTER the exam has been completed.
- xv. The child may be discharged when cleared by the ED physician (if seen in ED) or the SART examiner (if seen in the Child Advocacy Center), law enforcement, and CPS (FCS). Consult with medical director or ED physician regarding need for hospital admission if acute genital trauma is present. Consult with CPS if home safety is in question.
- xvi. The certified sexual assault counselor will provide the child's caretaker with information about counseling, follow-up services, and the Victims of Crime program.
- xvii. SART Examiner will provide the child's caretaker with any medical follow-up information as indicated.
- xviii. SART Examiner will explain to the caretaker that a follow-up interview and exam will be arranged by law enforcement.
- xix. SART Examiner will communicate with the law enforcement officer that he or she should contact the Child Advocacy Center Coordinator at 769-8682 to arrange for a forensic interview and follow-up exam.
- xx. SART Examiner will phone the Child Advocacy Center Coordinator and leave her a message: Include the name of the child, the date of the exam, and the name of the police department, the officer's name, and the case number.
- xxi. SART examiner will copy the OES 930 form and leave it in a sealed envelope for the Child Advocacy Center Coordinator under her door, or FAX the form to her at 796-1600.
- xxii. SART Coordinator will contact the managing DDA and send a copy of the forensic examination report as directed.
- xxiii. SART Coordinator will burn a CD of all photos of the child and deliver to the Child Advocacy Center Coordinator.
- xxiv. If CPS is not yet involved, SART Examiner will contact and fill out the appropriate referral if indicated. SART Examiner will leave a copy of CPS referral for the Child Advocacy Center Coordinator.

*Criteria for reporting should include all cases that occurred in the home, with a family member or trusted adult, and all suspected cases of commercial sexual exploitation or trafficking.*

P. NON-INVESTIGATIVE REPORT (NIR) EXAM: Cal OES 2-924 Procedure

- 1. Patient requests a forensic exam and declines interaction with law enforcement at the time of the request.
- 2. Forensic Examiner is contacted by hospital or advocacy agent.

3. Forensic Examiner speaks with patient and determines if a forensic exam is appropriate per timeline and nature of assault. If an exam is not appropriate, the patient will be referred to the Monterey County Rape Crisis Center or other agencies as needed.
4. The examiner will telephone the law enforcement agency from the jurisdiction where the assault occurred. The examiner will communicate the information that must be disclosed in accordance with Section 11163.2 of the Penal Code that is requested on the Cal OES 2-920 form. If the patient is unclear about the jurisdiction, the examiner will contact the agency for the jurisdiction that serves the hospital.
5. The forensic examiner will obtain a case number from the police agency.
6. The forensic examiner will contact a certified sexual assault counselor to respond to the hospital to provide support, information, referrals, and resources.
7. The patient will sign an informed consent per the 2-924 form and will complete the history portion of the form with the assistance of the examiner. An additional medical history form will be completed.
8. The exam will be conducted per local protocol, including lab testing, photography, and prophylaxis. Buccal swabs are collected for standard, per local policy. Toxicology samples are collected as indicated.
9. At the end of the exam, or at any time during the exam that is appropriate, the patient will be offered the opportunity to speak with law enforcement.
10. If the patient wishes to discuss their case with law enforcement, the case will be treated as a sexual assault forensic exam according to the local protocol, and all information and evidence will be given to the police to use for an investigation.
11. If the patient does not wish to include law enforcement in the process at the time of the exam, the sealed evidence kit and sealed report will be given to law enforcement to store for the minimum number of years as established by law (24 months) or as established pursuant to the policy of the investigating agency which may as long as the duration of the statute of limitations. PC 1417.9, PC 799
12. If the patient does not wish to include law enforcement in the process at the time of the exam, the sealed evidence kit and sealed report will be given to law enforcement to store for the minimum number of years as established by law (24 months) or as established pursuant to the policy of the investigating agency which may as long as the duration of the statute of limitations. PC 1417.9, PC 799
  - a. Sealed Evidence Kit that is labeled with the date of the exam and the case number NOT the patient's name.
  - b. Sealed blood and urine samples, labeled with the date of the exam and the case number, NOT The patient's name.
  - c. Completed Cal OES 2-924 report that is sealed in the evidence kit.
  - d. The examiner will also provide the law enforcement agency with the following UNSEALED documents:
  - e. Completed Suspicious Injury Report (Cal-OES 2-920).
  - f. The examiner will provide the PATIENT with the following:

- g. NIR Exam Evidence Storage Information form
- h. Health Care Provider Form
- i. Follow-up form
- j. Resource list

#### Q. SUSPECT EXAMINATION

- a. Suspect exams must be conducted in the Emergency Department or the County Jail.
- b. A law enforcement officer must always remain with the suspect.
- c. Contact between a suspect and a victim must be avoided.
- d. If a victim exam and suspect exam are both requested, the victim will generally be examined first.
- e. The examiner may decline to perform an exam if the patient's behavior is unusually hostile or violent.
- f. The Cal OES 2-950 report form and protocol will be used.
- g. The law enforcement officer will sign the authorization form.
- h. Evidence may be collected without the suspect's consent, and reference sample collection may be delayed until a search warrant is obtained if necessary. \*

#### VIII. DOCUMENTATION AND RECORDS

- 1. The forensic examiner will complete the appropriate OES Form 923/924/925/920/930/950. When indicated, the International Association of Forensic Nurses' (IAFN) strangulation documentation report will be utilized. (See Appendix)
- 2. Copies of the OES Forms will be distributed according to the State Protocol.
- 3. The law enforcement agency will be given the original OES 2-923, 2-930, 2-925, 2-920 and 2- 950 Report along with the evidence kit. This report should be copied before filing it with evidence, and the copy attached to the officer's report the original OES 2- 924 report form (NIR) is used when the victim has requested no police involvement and will be kept by the custodian of records who is employed by Monterey County as the Monterey SART Coordinator. A copy of the report will be sealed in the evidence kit and addition copies may be released to law enforcement upon request if accompanied by a signed release from the victim.
- 4. Medical-legal records shall include documentation of:
  - a. Medical Screening Exam Form (appendix)
  - b. Vital signs
  - c. Medication allergies
  - d. Medication given during exam or sent home with patient
  - e. Lab tests sent to hospital lab
  - f. Complete signature of the forensic examiner
  - g. No examiner shall submit any written communication to investigators or attorneys. Any written communication must be submitted to the coordinator and/or medical director.

5. The following records shall be kept by the Custodian of Records who is employed by Monterey County as the Monterey SART Coordinator in a locked file. The forensic medical report, discharge instructions, and photos will not become a part of the patient's hospital medical record.
  - a. One true copy of the Cal-OES form 920, 923, 924, 925, 930, or 950
  - b. Suspicious Child Abuse and Neglect Report (SCAR)
  - c. Copy of discharge instructions given to the patient
  - d. Results of hospital lab tests
  - e. Copy of results from any lab test sent to a third-party lab.
  - f. Any photo documentation of exam
6. A CONFIDENTIAL MORBIDITY REPORT (CMR) will be filed by the coordinator with the Monterey County Health Department Communicable Disease Unit whenever a positive test results from a reportable infection.

#### **IX. EVIDENCE**

1. The law enforcement agency responsible for the investigation shall adhere to that agency's policies and procedures for the collection and preservation of evidence.
2. Evidence collected by law enforcement during the investigation shall be retained by the law enforcement agency.
3. The evidence kit completed by the SAFE shall be relinquished to law enforcement at the conclusion of the medical examination and must be collected by the law enforcement officer prior to the SAFE leaving the facility. Acute evidence will include blood and urine specimens which require refrigeration and occasionally will include wet evidence which needs to be processed by an evidence technician.
4. Photographs taken by the SAFE shall be retained by the SART Coordinator. The original Cal-OES report will be given to the law enforcement officer who collects the evidence kit prior to the SAFE leaving the facility. Additional copies may be obtained from the SART Coordinator by the agency authorizing the examination.

#### **A. RADS (PARTIAL DNA KIT ANALYSIS)**

1. The examiner will choose 3 swabs that are thought to be the most likely to contain probative biological evidence, one reference swab, and mail them directly to the DNA lab for analysis.
2. A green sticker on the evidence kit will alert the agency that these swabs were sent, and the agency may await the report prior to deciding if they want the rest of the kit analyzed.
3. No RADS swabs will be sent to the DNA lab when conducting forensic exams of inmates from Correctional institutions, Suspects, or Victims who have requested a Non-investigative Report (NIR) and who have had other sexual contact within 120 hours preceding the exam.
4. The examiner will complete a form "Additional evidence to be considered" to alert investigators to clothing or swabs that were collected and were not included in the RADS submission but may contain biological evidence (See Appendix).



## **X. DISTRICT ATTORNEY RESPONSIBILITIES**

- A. The District Attorney's Office will have responsibility for filing and prosecuting criminal cases when the evidence gathered from the investigation is enough to support criminal prosecution. The District Attorney's Office will participate in the SART multi-disciplinary interview team process to evaluate cases.
- B. The District Attorney's Office maintains a sexual assault unit, staffed by Deputy District Attorneys specifically trained and assigned to sexual assault, and one District Attorney Investigator trained as a sexual assault investigator, and an experienced victim advocate and unit secretary for clerical support.
- C. To reduce trauma to the victim and to enhance prosecution, the District Attorney's Office Sexual Assault Unit will handle all felony criminal prosecutions of crimes involving sexual assault in a "vertical prosecution" format.
- D. Culturally and linguistically sensitive services will routinely be made available to all victim(s) and non-offending family members.

## **XI. THE DISTRICT ATTORNEY VICTIM/WITNESS PROGRAM**

- A. The District Attorney's Office maintains victim/witness staff at their office in Salinas and provides victim/witness assistance by appointment in Salinas and King City. These advocates assist with mandated services throughout investigation and prosecution. Staff members may in some cases be able to assist the victim/witness with claims for assistance, assist with witness transportation once charges are filed, and either act as an advocate or assist a victim/witness in obtaining an advocate to assist the victim/witness throughout court proceedings.

## **XII. CASE REVIEW**

- A. Case Review is scheduled monthly by the SART Coordinator.
- B. Meetings take place at the District Attorney's Office.
- C. Cases are reviewed and all attendees are members of the SART Coalition that consists of members of each law enforcement jurisdiction, MCRCC and Victims of Crime representatives, CPS, hospital emergency department managers, forensic examiners, medical directors, prosecutors, and criminalists.

## **XIII. DEVELOPMENT AND APPROVAL OF THE STANDARDIZE PROCEDURES AND SART PROTOCOL:**

- A. SART Coordinator drafts procedures.
- B. Procedures are reviewed and approved by the SART Steering Committee, The Director of Health, the Chief of Monterey County Chief Law Enforcement Officers Association (MCCLEOA), the District Attorney, the Executive Director of the


Monterey County Rape Crisis Center, the Interdisciplinary Staff Committee Chair of Natividad Medical Center, the Emergency Department Managers of CHOMP and Natividad, the Medical Director of SART, the Medical Director of the Bates-Eldredge Clinic, the program manager of the victims' unit, and the SART Coordinator.

- C. Scheduled review shall occur every 3 years, or as necessary.

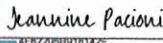
## RESOURCES

|  |                                |
|--|--------------------------------|
| SART ANSWERING SERVICE                         | (831) 648-7731                 |
| SART COORDINATOR                               | (831) 646-2923, (831) 648-7731 |
| MONTEREY COUNTY RAPE CRISIS CENTER CRISIS LINE | (831) 375-4357, 424-4357       |
| MONTEREY COUNTY RAPE CRISIS CENTER OFFICES     | (831) 373-3955, 771-0411       |
| CHILD ADVOCACY CENTER                          | (831) 769-8682                 |
| DISTRICT ATTORNEY'S OFFICE                     | (831) 755-5070                 |
| CHILD PROTECTIVE SERVICES                      | (831) 755-4661                 |

### APPROVALS

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Elsa Jimenez Director  
Monterey County Health Department


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DocuSigned by:  
  
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Jeanine Pacioni  
Monterey County District Attorney


1/14/2021 | 11:07 AM PST  
Dated

Abdul Prigid,  
MCLEOA Chief

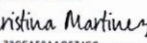
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Raul Lara, MD  
Medical Director Bates-Eldredge Clinic


1/22/2021 | 3:32 PM PST  
Dated

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Lauren Da Silva, Executive Director  
Monterey County Rape Crisis Center

2/3/2021 | 2:02 PM PST  
Dated

DocuSigned by:  
  
73CF460AAG674EC  
Cristina Martinez, M.D.  
SART Medical Director, Monterey County Health Department


1/24/2021 | 6:56 PM PST  
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Sheree Goldman, DNP  
Sexual Assault Response Team Program Coordinator

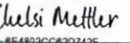
1/13/2021 | 7:34 PM PST  
Dated

Marc Tunzi, MD  
Chair, Interdisciplinary Staff Committee, NMC

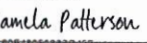
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Susan Burnell, RN  
Manager, Emergency Department, CHOMP

2/3/2021 | 1:39 PM PST  
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Chelsi Mettler, RN  
Manager, Emergency Department, NMC

1/14/2021 | 3:42 PM PST  
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00E49F0283D43F  
Pamela Patterson, Manager  
Victim Unit, Monterey County District Attorney

1/14/2021 | 8:01 AM PST  
Dated

### APPROVALS

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Elsa Jimenez Director  
Monterey County Health Department

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Jeannine M. Pacioni  
Monterey County District Attorney

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*Adele Frese*  
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Adele Frese  
MCCLEOA Chief on behalf of Monterey County Chiefs

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2/8/2021 | 9:55 AM PST

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Raul Lara, MD  
Medical Director Bates-Eldredge Clinic

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Dated

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Lauren Da Silva, Executive Director  
Monterey County Rape Crisis Center

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Dated

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Cristina Martinez, M.D.  
SART Medical Director, Monterey County Health Department

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Dated

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Sheree Goldman, DNP  
Sexual Assault Response Team Program Coordinator

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DocuSigned by:  
*Craig Walls*  
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Craig Walls, CMO on behalf of Interdisciplinary  
Staff Committee, Natividad Hospital

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2/4/2021 | 10:18 AM PST

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Susan Burnell, RN  
Manager, Emergency Department, CHOMP

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Chelsi Mettler, RN  
Manager, Emergency Department, NMC

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Pamela Patterson, Manager  
Victim Unit, Monterey County District Attorney

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## APPENDICES

|   |         |
|---|---------|
| 1. Important Links.....   | page 27 |
| o Cal-OES Forms and instructions for forms 2-923, 2-924, 2-925, 2-930, 2-950, 2-920 |         |
| o Suspected Child Abuse Report (SCAR)   |         |
| o California State Protocols for Forensic Exams                                     |         |
| o Link to Monterey County CSEC Protocol   |         |
| o Link to CDC guidelines for nPEP   |         |
| o Link to CDC guidelines for treating victims of sexual assault                     |         |
| o Link to SAU Victim Bill of Rights   |         |
| 2. IAFN Strangulation Documentation Forms.....                                      | page 28 |
| 3. RADS Instructions.....   | page 36 |
| 4. NIR Procedure.....   | page 39 |
| 5. Loss of Awareness Victim Protocol.....   | page 41 |
| 6. Medical Screening Exam.....  | page 42 |
| 7. Temporary COVID-19 Protocol (Tele-SART) alternative pandemic response.....       | page 44 |

## Important Links

1. Cal-OES forms and instructions may be downloaded from <http://ccfmtc.org>
2. A fillable Suspected Child Abuse Report (SCAR) and instructions may be found at <http://nochildabuse.org>
3. California State Protocols may be found at <http://ccfmtc.org>
4. The CDC Guidelines for Post-Exposure Prophylaxis may be found at <https://stacks.cdc.gov/view/cdc/38856>
5. The CDC Guidelines for treatment for sexual assault may be found at <https://www.cdc.gov/std/tg2015/default.htm>
6. The Victim's Bill of Rights may be found at [https://oag.ca.gov/victimservices/content/bill\\_of\\_rights](https://oag.ca.gov/victimservices/content/bill_of_rights)
7. For a full copy of the Tri-County CSEC MOU visit <http://www.cdss.ca.gov/csecextranet/res/PDF/CIP/TriCounty.pdf>

NON-FATAL STRANGULATION DOCUMENTATION FORM

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

Medical Record Number: \_\_\_\_\_ Time: \_\_\_\_\_

Strangulation is a serious event that often occurs in the context of intimate partner violence (IPV). Many times strangulation presents NO VISIBLE INJURIES. It is important to ask about strangulation in all IPV cases, and document positive disclosure or any signs and symptoms.

Strangulation Event History How long did the strangulation last? \_\_\_\_\_ seconds \_\_\_\_\_ minutes \_\_\_\_\_ cannot recall How many times did strangulation occur? \_\_\_\_\_ Why/how did the strangulation stop?

\_\_\_\_\_ What type of strangulation occurred? (Check all that apply) Hanging Ligature Manual Other What was used to strangle the patient? Right hand Left hand Both hands Unknown Chokehold maneuver Other (describe)

\_\_\_\_\_ Was the patient smothered? No Yes (describe)

\_\_\_\_\_ Was the patient shaken during the incident? No Yes (describe)

\_\_\_\_\_ Was the patient's head pounded against any object during the incident? No Yes (describe)

\_\_\_\_\_ Was the patient slapped, kicked, or bitten anywhere? No Yes (describe)

\_\_\_\_\_ Was the assailant wearing any jewelry on hands or wrists? Unknown No Yes (describe)

Describe the neck pressure during strangulation on a 0-10 scale (0=no pressure and 10=crushing pressure):

\_\_\_\_\_ What is the measurement of the patient's neck circumference? \_\_\_\_\_ Was the patient sexually assaulted? No Yes What was the patient thinking during the strangulation?

\_\_\_\_\_ What did the assailant say before, during, or after the strangulation?



Describe mannequin demonstration (where applicable)

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International Association of Forensic Nurses  [www.ForensicNurses.org](http://www.ForensicNurses.org)

Signs/Symptoms of Strangulation The following signs/symptoms should be asked about, assessed for and documented in writing, with body mapping, and by photo-imaging (if applicable). Check ALL that apply.

Signs Prior to Strangulation

During Strangulation

After Strangulation

At time of Assessment

Face  Red, flushed  Petechiae  Abrasions  Cuts  Lacerations  Discoloration

Swelling  Other \_\_\_\_\_

Red, flushed  Petechiae  Abrasions  Cuts  Lacerations  Discoloration  Swelling

Other \_\_\_\_\_

Red, flushed  Petechiae  Abrasions  Cuts  Lacerations  Discoloration  Swelling

Other \_\_\_\_\_

Red, flushed  Petechiae  Abrasions  Cuts  Lacerations  Discoloration  Swelling

Other \_\_\_\_\_

Eyes  Discoloration  Swelling  Abrasions  Petechiae: Conjunctiva  Right

Left    Eyelids     Upper right     Lower right     Upper left     Lower left

Subconjunctival    hemorrhage     Right     Left

Ptosis     Right     Left

Vascular    congestion     Right     Left

Other \_\_\_\_\_

Discoloration  Swelling  Abrasions  Petechiae: Conjunctiva  Right

Left    Eyelids     Upper right     Lower right     Upper left     Lower left

Subconjunctival    hemorrhage     Right     Left

Ptosis     Right     Left

Vascular congestion  Right  Left

Other \_\_\_\_\_

Discoloration  Swelling  Abrasions  Petechiae: Conjunctiva  Right   
Left Eyelids  Upper right  Lower right  Upper left  Lower left

Subconjunctival hemorrhage  Right  Left

Ptosis  Right  Left

Vascular congestion  Right  Left

Other \_\_\_\_\_

Discoloration  Swelling  Abrasions  Petechiae: Conjunctiva  Right   
Left Eyelids  Upper right  Lower right  Upper left  Lower left

Subconjunctival hemorrhage  Right  Left

Ptosis  Right  Left

Vascular congestion  Right  Left

Other \_\_\_\_\_

Nose  Bleeding  Swelling  Petechiae  Discoloration  Other \_\_\_\_\_

Bleeding  Swelling  Petechiae  Discoloration  Other \_\_\_\_\_

Bleeding  Swelling  Petechiae  Discoloration  Other \_\_\_\_\_

Bleeding  Swelling  Petechiae  Discoloration  Other \_\_\_\_\_

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International Association of Forensic Nurses  [www.ForensicNurses.org](http://www.ForensicNurses.org)

Signs Prior to Strangulation

During Strangulation

After Strangulation

At time of Assessment

Mouth  Discoloration  Swollen tongue  Swollen lips  Cut  Lacerations  Abrasions

Petechiae  Other \_\_\_\_\_

Discoloration  Swollen tongue  Swollen lips  Cut  Lacerations  Abrasions

Petechiae  Other \_\_\_\_\_

Discoloration  Swollen tongue  Swollen lips  Cut  Lacerations  Abrasions

Petechiae  Other \_\_\_\_\_

Discoloration  Swollen tongue  Swollen lips  Cut  Lacerations  Abrasions

Petechiae  Other \_\_\_\_\_

Ears  Petechiae  Right  Left  Bleeding from ear canal  Right  
 Left  Discoloration  Auditory changes  Other \_\_\_\_\_  
 Petechiae  Right  Left  Bleeding from ear canal  Right   
Left  Discoloration  Auditory changes  Other \_\_\_\_\_  
 Petechiae  Right  Left  Bleeding from ear canal  Right   
Left  Discoloration  Auditory changes  Other \_\_\_\_\_  
 Petechiae  Right  Left  Bleeding from ear canal  Right   
Left  Discoloration  Auditory changes  Other \_\_\_\_\_  
Head/scalp  Petechiae on scalp  Pulled hair  Contusions  Other \_\_\_\_\_  
 Petechiae on scalp  Pulled hair  Contusions  Other \_\_\_\_\_  
 Petechiae on scalp  Pulled hair  Contusions  Other \_\_\_\_\_  
 Petechiae on scalp  Pulled hair  Contusions  Other \_\_\_\_\_

Neck/under Chin  
 Redness  Scratch marks/ abrasions  Bruises  Neck pain \_\_\_\_\_ (Pain scale 0–10)  
 Bruises  Swelling  Ligature marks  Subcutaneous emphysema  Other \_\_\_\_\_  
\_\_\_\_\_  
 Redness  Scratch marks/ abrasions  Bruises  Neck pain \_\_\_\_\_ (Pain scale 0–10)  
 Bruises  Swelling  Ligature marks  Subcutaneous emphysema  Other \_\_\_\_\_  
\_\_\_\_\_  
 Redness  Scratch marks/ abrasions  Bruises  Neck pain \_\_\_\_\_ (Pain scale 0–10)  
 Bruises  Swelling  Ligature marks  Subcutaneous emphysema  Other \_\_\_\_\_  
\_\_\_\_\_  
 Redness  Scratch marks/ abrasions  Bruises  Neck pain \_\_\_\_\_ (Pain scale 0–10)  
 Bruises  Swelling  Ligature marks  Subcutaneous emphysema  Other \_\_\_\_\_  
\_\_\_\_\_

Shoulders  Redness  Scratch marks/ abrasions  Bruises  Neck pain \_\_\_\_\_  
(Pain scale 0–10)  Bruises  Other \_\_\_\_\_  
 Redness  Scratch marks/ abrasions  Bruises  Neck pain \_\_\_\_\_ (Pain scale 0–10)  
 Bruises  Other \_\_\_\_\_  
 Redness  Scratch marks/ abrasions  Bruises  Neck pain \_\_\_\_\_ (Pain scale 0–10)  
 Bruises  Other \_\_\_\_\_  
 Redness  Scratch marks/ abrasions  Bruises  Neck pain \_\_\_\_\_ (Pain scale 0–10)  
 Bruises  Other \_\_\_\_\_

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International Association of Forensic Nurses  [www.ForensicNurses.org](http://www.ForensicNurses.org)  
Signs Prior to Strangulation  
During Strangulation  
After Strangulation  
At time of Assessment

Chest  Redness  Scratch marks/ abrasions  Bruises  Neck pain \_\_\_\_\_ (Pain scale 0–10)  Bruises  Swelling  Subcutaneous emphysema  Other \_\_\_\_\_

Redness  Scratch marks/ abrasions  Bruises  Neck pain \_\_\_\_\_ (Pain scale 0–10)  Bruises  Swelling  Subcutaneous emphysema  Other \_\_\_\_\_

Redness  Scratch marks/ abrasions  Bruises  Neck pain \_\_\_\_\_ (Pain scale 0–10)  Bruises  Swelling  Subcutaneous emphysema  Other \_\_\_\_\_

Redness  Scratch marks/ abrasions  Bruises  Neck pain \_\_\_\_\_ (Pain scale 0–10)  Bruises  Swelling  Subcutaneous emphysema  Other \_\_\_\_\_

Symptoms Prior to Strangulation

During Strangulation

After Strangulation

At time of Assessment

Behavioral  Agitation  Combative  Anxiety  Memory disruption  Confusion  Other \_\_\_\_\_

Agitation  Combative  Anxiety  Memory disruption  Confusion  Other \_\_\_\_\_

Agitation  Combative  Anxiety  Memory disruption  Confusion  Other \_\_\_\_\_

Agitation  Combative  Anxiety  Memory disruption  Confusion  Other \_\_\_\_\_

Neurological  LOC  Uncertain if LOC  Incontinence of urine  Incontinence of feces  Seizures  Headache \_\_\_\_\_ (Pain scale 0–10)  Dizzy  Fainting  Tinnitus  Visual changes  Other \_\_\_\_\_

LOC  Uncertain if LOC  Incontinence of urine  Incontinence of feces  Seizures  Headache \_\_\_\_\_ (Pain scale 0–10)  Dizzy  Fainting  Tinnitus  Visual changes  Other \_\_\_\_\_

LOC  Uncertain if LOC  Incontinence of urine  Incontinence of feces  Seizures  Headache \_\_\_\_\_ (Pain scale 0–10)  Dizzy  Fainting  Tinnitus  Visual changes  Other \_\_\_\_\_

LOC  Uncertain if LOC  Incontinence of urine  Incontinence of feces  Seizures  Headache \_\_\_\_\_ (Pain scale 0–10)  Dizzy  Fainting  Tinnitus  Visual changes  Other \_\_\_\_\_

LOC  Uncertain if LOC  Incontinence of urine  Incontinence of feces  Seizures  Headache \_\_\_\_\_ (Pain scale 0–10)  Dizzy  Fainting  Tinnitus  Visual changes  Other \_\_\_\_\_

Throat/Voice  Dysphagia  Odynophagia (pain)  Dysphasia  Aphasia  Drooling or Inability to swallow  Throat pain \_\_\_\_\_ (Pain scale 0–10)  Hoarse/Raspy  Other \_\_\_\_\_

Dysphagia  Odynophagia (pain)  Dysphasia  Aphasia  Drooling or Inability to swallow  Throat pain \_\_\_\_\_ (Pain scale 0–10)  Hoarse/Raspy  Other \_\_\_\_\_

Dysphagia  Odynophagia (pain)  Dysphasia  Aphasia  Drooling or Inability  
to swallow  Throat pain \_\_\_\_\_ (Pain scale 0-10)  Hoarse/Raspy  Other \_\_\_\_\_

Dysphagia  Odynophagia (pain)  Dysphasia  Aphasia  Drooling or Inability  
to swallow  Throat pain \_\_\_\_\_ (Pain scale 0-10)  Hoarse/Raspy  Other \_\_\_\_\_

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International Association of Forensic Nurses  [www.ForensicNurses.org](http://www.ForensicNurses.org)

Symptoms Prior to Strangulation

During Strangulation

After Strangulation

At time of Assessment

Respiratory  Stridor  Coughing  Hyper-ventilation  Respiratory distress   
Hemoptysis  Inability to tolerate supine position  Other \_\_\_\_\_

Stridor  Hoarseness  Hyper-ventilation  Respiratory distress  Hemoptysis   
Inability to tolerate supine position  Other \_\_\_\_\_

Stridor  Hoarseness  Hyper-ventilation  Respiratory distress  Hemoptysis   
Inability to tolerate supine position  Other \_\_\_\_\_

Stridor  Hoarseness  Hyper-ventilation  Respiratory distress  Hemoptysis   
Inability to tolerate supine position  Other \_\_\_\_\_

Gynecological  Vaginal bleeding  Pregnant  Contractions  FHR \_\_\_\_\_  Other \_\_\_\_\_

Vaginal bleeding  Pregnant  Contractions  FHR \_\_\_\_\_  Other \_\_\_\_\_

Vaginal bleeding  Pregnant  Contractions  FHR \_\_\_\_\_  Other \_\_\_\_\_

Vaginal bleeding  Pregnant  Contractions  FHR \_\_\_\_\_  Other \_\_\_\_\_

EDC \_\_\_\_\_

Genitourinary  Dysuria  Other \_\_\_\_\_

Dysuria  Other \_\_\_\_\_

Dysuria  Other \_\_\_\_\_

Dysuria  Other \_\_\_\_\_

Gastrointestinal  Nausea  Vomiting  Anal/rectal bleeding  Abdominal pain  
\_\_\_\_\_ (scale 0-10)

Nausea  Vomiting  Anal/rectal bleeding  Abdominal pain \_\_\_\_\_ (scale 0-10)

Nausea  Vomiting  Anal/rectal bleeding  Abdominal pain \_\_\_\_\_ (scale 0-10)  
 Nausea  Vomiting  Anal/rectal bleeding  Abdominal pain \_\_\_\_\_ (scale 0-10)

19

International Association of Forensic Nurses  [www.ForensicNurses.org](http://www.ForensicNurses.org)  
Please indicate all injuries checked above on the body maps below.

20

International Association of Forensic Nurses  [www.ForensicNurses.org](http://www.ForensicNurses.org)  
Please indicate all injuries checked above on the body maps below  
Photo-documentation of findings:  Yes  No

Notes

21

International Association of Forensic Nurses  [www.ForensicNurses.org](http://www.ForensicNurses.org)  
**EXAMPLE STRANGULATION DISCHARGE INSTRUCTIONS**  
Because you have reported being “choked” or strangled, we are providing you with the following instructions:

Make sure someone stays with you for the next 24–72 hours after this event.

Health complications can appear immediately or may develop a few days after a strangulation event. Please call 911 or report immediately to the nearest emergency department if you notice any of the following: ● Problems breathing, difficulty breathing while lying down, shortness of breath, persistent cough, or coughing up blood ● Loss of consciousness or “passing out” ● Changes in your voice or difficulty speaking ● Difficulty swallowing, a lump in your throat, or muscle spasms in your throat or neck ● Swelling to your throat, neck, or tongue ● Increasing neck pain ● Left- or right-sided weakness, numbness, or tingling ● Drooping eyelid ● Difficulty speaking or understanding speech ● Difficulty walking ● Headache not relieved by pain medication ● Dizziness, lightheadedness or changes in your vision ● Pinpoint red or purple dots on your face or neck, or burst blood vessels in your eye ● Seizures ● Behavioral changes, memory loss, or confusion ● Thoughts of harming yourself or others

If you are pregnant, report the strangulation and any of the following symptoms to your doctor immediately: ● Decreased movement of the baby ● Vaginal spotting or bleeding ● Abdominal pain ● Contractions

You may notice some bruising or mild discomfort. Apply ice to the sore areas for 20 minutes at a time, 4 times per day, for the first 2 days. If you notice new bruising or injury, follow up for additional photo-documentation.

After your initial evaluation, keep a list of any changes in symptoms to share with your healthcare provider and your law enforcement contact. ● It is important to have a follow-up medical screening in 1–2 weeks with your healthcare provider. ● A follow-up forensic examination is needed within 72 hours.

Please follow up with the crisis/advocacy center at \_\_\_\_\_ to clarify your options and discuss safety planning. If you have questions or concerns regarding your legal case, please contact the police department, officer involved, prosecutor, or victim advocate by calling \_\_\_\_\_.

Forensic Nurse:

\_\_\_\_\_  
\_\_\_\_\_ Phone: \_\_\_\_\_

## **RADS POLICY AND PROCEDURE**

### **I. DEFINITION**

**RADS is a partial evidence kit that is sent directly to the DOJ DNA lab by the examiner to ensure the prompt analysis of all sexual assault evidence kits. The examiner chooses the most probative swabs and mails the evidence directly to the lab.**

### **II. COLLECTION**

**RADS evidence collection will be done for all exams with the following exceptions:**

1. NIR exams when the victim states they had consensual sexual activities in the past 5 days, or they decline.
2. Victims who are in custody in the state prison.
3. Suspect exams.
4. Non-acute exams.

### **II. PROCEDURE**

1. Acute examination and evidence collection follow the usual procedure.
2. No extra swabs are collected.
3. One of the 2 buccal swabs is put into the RADS envelope as a reference.
4. Up to 3 probative evidence swabs are chosen to submit in the RADS envelope by the examiner. Examples:
  - Breasts, labia, cervix
  - Labia, cervix, anus
  - If choosing between neck and breast swabs, breast swabs are more probative.
  - Suction injuries and bitemarks swabs are good choices.

### **III. DOCUMENTATION**

On the terminal page of the Cal-OES 2-923 or 2-930 form, the way the swabs were divided is documented.

1. Next to "Buccal" (reference swab) "1 + 1 RADS" is written.
2. The same is done for all evidence swabs that are split from the evidence kit and placed in the RADS envelope.

Example: If the two cervical swabs are split, "1 + 1 RADS" is documented in the box beside "cervical".



**Documentation Examples:**

**N. REFERENCE SAMPLES**

|                           | No | Yes        | Collected by:  |
|---------------------------|----|------------|----------------|
| Blood (lavender top tube) | x  |            |                |
| Blood (yellow top tube)   | X  |            |                |
| Blood Card (optional)     | X  |            |                |
| Buccal Swabs (optional)   |    | 1 + 1 RADS | S. Smith, R.N. |
| Saliva Swabs              | X  |            |                |
| Head hair                 | X  |            |                |
| Pubic hair                | X  |            |                |

**3. Oral/genital/anal/rectal samples**

|          | # Swabs    | Time Collected | Collected by: |
|----------|------------|----------------|---------------|
| Oral     | 0          |                |               |
| Vaginal  | 4          | 1800           | SS            |
| Cervical | 1 + 1 RADS | 1800           | SS            |
| Anal     | 1 + 1 RADS | 1800           | SS            |
| Rectal   | 0          |                |               |
| Penile   | N/A        |                |               |
| Scrotal  | N/A        |                |               |

***Suction Injury, mons, or breast swabs:***

| Locator # | Type   | Description                          |
|-----------|--------|--------------------------------------|
| A1        | SI, PS | 1x1 cm, Red, Right Breast 1 + 1 RADS |
| G1        | SHX    | Mons 1 + 1 RADS                      |
| A5        | SI/PS  | Left Breast 1 + 1 RADS               |

**IV. PACKAGING**

1. 4 RADS swabs are placed into 4 individual, labeled, swab boxes.
2. The box containing the BUCCAL swab is placed alone in one of the narrow manila envelopes
  - a. Contents of the envelope is written on the front of the envelope.
  - b. A desiccant is placed in the envelope and the envelope is tape-sealed.
3. The remaining 3 labeled swab boxes are placed in the other narrow manila envelope.
  - a. The contents are written on the front.
  - b. A desiccant is placed in the envelope and the envelope is tape-sealed.
4. Both sealed envelopes are placed in the larger manila envelope.
5. The larger envelope is tape-sealed.

6. All areas of the larger envelope must be completed.
7. The sealed manila envelope containing all 4 swabs is placed in the pre-paid mailer envelope.
8. The narrow portion of the tracking label is affixed to the front page of the Cal OES form.
9. The larger portion of the tracking label is affixed to the outside of the mailer envelope.
10. A copy of the Cal OES form (with the tracking sticker) is also placed in the mailer envelope.
11. The mailer envelope is tape-sealed.
12. A green sticker is secured on the foot of the evidence kit to alert law enforcement that swabs were split and sent to the DNA lab.
13. THE RADS ENVELOPE is placed in the U.S.P.S. mail by the examiner.

**V. RESULTS**

1. Results will be disclosed to the agency that requested the evidentiary exam, to the SART Coordinator, and to the Office of the District Attorney.
2. If positive results are reported for a NIR case, the SART Coordinator will contact the Law Enforcement Agency and offer to share the information with the victim and communicate with the agency if the victim wished to open an investigation.

### **Non-Investigative Report (NIR) Procedure**

1. Patient requests sexual assault forensic exam and declines interaction with law enforcement at the time of the request.
2. Forensic Examiner is contacted.
3. Forensic Examiner speaks with patient and determines if a forensic exam is appropriate as related to the nature of the assault and time frame given according to the patient's history of the event. If an exam is not appropriate, the patient will be referred to the Monterey County Rape Crisis Center or other agencies as needed.
4. The examiner will telephone the law enforcement agency from the jurisdiction where the assault occurred. The examiner will communicate the information that must be disclosed in accordance with Section 11163.2 of the Penal Code that is requested on the Cal OES 2-920 form. If the patient is unclear about the jurisdiction, the examiner will contact the agency for the jurisdiction that serves the hospital. The forensic examiner will obtain a case number from the police agency. The forensic examiner will contact an advocate by way of the answering service.
5. The patient will sign an informed consent per the 2-924 form and will complete the history portion of the form with the assistance of the examiner. An additional medical history form will be completed.
6. The exam will be conducted per the local protocol, including lab testing, photography, and prophylaxis. Buccal swabs will be collected routinely for standard, per local policy. Toxicology samples will be collected as indicated.
7. At the end of the exam, or at any time during the exam that is appropriate, the patient will be offered the opportunity to speak with law enforcement.
8. If the patient wishes to discuss their case with law enforcement, the case will be treated as a sexual assault forensic exam according to the local protocol, and all information and evidence will be given to the police to use for an investigation.
9. If the patient does not wish to include law enforcement in the process prior to leaving the hospital, the evidence kit will be sealed with a copy of the report inside, and the kit will be given to law enforcement to store for a minimum period of two years, after which time it may be destroyed if the patient has not requested an investigation. The law enforcement agency should attempt to contact the patient prior to destruction of the evidence. It is the patient's responsibility to notify the police in writing of their contact information. The victim's name will not be written on the evidence kit; only the case number that was furnished by the Police agency.
10. The examiner will provide a one-page Suspicious Injury Report (Cal OES 2-920) to the law enforcement agency to fulfill the CA mandated reporting requirement and a copy will be retained along with the Cal OES 2-924 form by the SART Coordinator.

11. The examiner will provide the patient with verbal and written follow-up information and how to reclaim property, as well as other written follow-up information per protocol.
12. The examiner will provide the POLICE with the following SEALED evidence and documents:
  - Sealed Evidence Kit that is labeled with the date of the exam and the case number NOT the patient's name.
  - Sealed blood and urine samples, labeled with the date of the exam and the case number, NOT The patient's name.
  - Copy of the Completed Cal OES 2-924 report that is sealed in the evidence kit.

## **LOSS OF AWARENESS/CONSCIOUSNESS PROTOCOL**

1. Swab both sides of neck
2. Swab both breasts
3. Swab perioral region
4. Swab external genitalia
5. Swab perianal area
6. Collect swabs from all cavities (oral, vaginal, cervical, and anorectal via anoscope)
7. Package, label, and seal swabs

**MEDICAL SCREENING EXAM  
SART**

**CC: Acute Sexual Assault**

**Associated with:**

Loss of Consciousness Y N \_\_\_\_\_  
Strangulation Y N \_\_\_\_\_  
Head Injury Y N \_\_\_\_\_  
Abdominal Injury Y N \_\_\_\_\_  
Bleeding Y N \_\_\_\_\_  
Severe Pain Y N \_\_\_\_\_  
Other injury Y N \_\_\_\_\_  
Known Pregnancy Y N \_\_\_\_\_

T \_\_\_ P \_\_\_ R \_\_\_ BP \_\_\_\_\_

**Emergent Concerns:**

Respiratory Y N \_\_\_\_\_  
Circulatory Y N \_\_\_\_\_  
Neurological Y N \_\_\_\_\_  
GI Y N \_\_\_\_\_  
GU YN \_\_\_\_\_  
Behavioral Y N \_\_\_\_\_  
Toxicological Y N \_\_\_\_\_  
COVID 19 Exposure or Symptoms Y N \_\_\_\_\_

**Past Medical History:**

Allergies: \_\_\_\_\_

Medication/Substances: \_\_\_\_\_

Past Hospitalizations: \_\_\_\_\_

Menarche: G \_\_\_ P \_\_\_ AB \_\_\_ LC \_\_\_ LMP \_\_\_\_\_ Cycles \_\_\_\_\_

Contraception: \_\_\_\_\_

Vaccinations: Hepatitis B: Y N Gardasil \_\_\_\_\_ Date of last Tetanus: \_\_\_\_\_

Last Meal \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_

Employment \_\_\_\_\_ School \_\_\_\_\_

Current Pain Level \_\_\_\_/10. Onset, duration, exacerbation, amelioration:

\_\_\_\_\_

—

Stable for Forensic Exam: Y N \_\_\_\_\_

Referred to Emergency Department for further evaluation Y N

\_\_\_\_\_

—

Discharged to \_\_\_\_\_ after receiving written/verbal instructions with \_\_\_\_\_

At \_\_\_\_\_ (time) on \_\_\_\_\_ (date) in \_\_\_\_\_ condition.

Signature of examiner \_\_\_\_\_

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

**Temporary COVID-19 Shelter in Place  
Sexual Assault Response Team Protocol  
October 2020**

- I. **A temporary SART protocol will be effective April 3 and continue until the State of California and the County Health Officer lift the Stay at Home/Shelter in Place Order.**
- II. In light of the current Coronavirus public health advisory and CDC recommendations all healthcare providers and patients are faced with elevated risks and challenges in delivering healthcare, including forensic medical exam services. This protocol affords an alternate method of evidence collection while the patient remains safely sheltered in place and protects the health of not only the patient, but that of multidisciplinary members: Sexual Assault Forensic Examiners, Law Enforcement Personnel, and Sexual Assault Counselors.
- III. In the midst of a pandemic, all healthcare facilities must be dedicated to essential health services. The potential of very high census of COVID-19 patients overwhelming local hospitals is expected. It is very difficult to maintain CDC's Social Distancing recommendations with our community partners inside healthcare facilities, particularly during lengthy sexual assault forensic examinations.
- IV. Exams will be conducted between the hours of 8 AM and 8 PM with limited exceptions.
- V. All requests for exams will be evaluated on an individual basis.

**Adult and Adolescent Patients**

**Home Exam (Tele-SART) Flow**



- Patient contacts law enforcement.
- Law enforcement calls SAFE and requests a forensic exam.
- SAFE calls the patient and asks if the patient feels safe in the home.
- If the patient states they are safe at home and have adequate privacy, the SAFE will use the existing Medical Screening Exam tool to determine emergent care needs and appropriateness of exam given the time that has passed since the event, and types of acts that occurred.
- *If the SAFE determines that an exam is not indicated, the patient will be given contact information for the Rape Crisis Center. If a physical exam must be done outside of the patient's home, it will be conducted at the Child Advocacy Center between the hours of 8 AM and 8 PM.*
- If a shelter-at home/acute sexual assault forensic exam is indicated, SAFE contacts the Law enforcement officer and requests that the officer deliver a kit to the patient's door. A consent form and a urine cup, and a urine container for toxicology will be attached. (The supplies will be distributed to each agency).
- The SAFE sets up a HIPAA compliant telemedicine connection for the patient, Law enforcement Officer, SAFE, and Sexual Assault Counselor to communicate. Some patients may not have a microphone or camera on their computer or may not have WiFi and will need to use a cellphone to join the session. If the patient is using a cell phone, the SAFE will send the invitation by text to the patient's phone and explain how to download the Zoom app. Another option is for the patient to view the Zoom session on the computer so that the nurse can demonstrate techniques on a larger screen use the phone for sound.
- The SAFE interviews the patient as usual, using the OES 923 Form with Law Enforcement and the Sexual Assault Counselor present, via a secure tele-medicine connection.
- After the interview, Law Enforcement leaves the telemedicine platform, delivers a kit, a urine cup for the hospital lab, a urine toxicology collection kit for the DOJ, and the first page of the 2-923 form for the patient's consent, and waits on site in their patrol car.
- Using HIPAA compliant telemedicine, SAFE observes the patient
  1. Unseal the kit
  2. Wash their hands

3. Collect the samples : Suggested samples include 2 buccal swabs, 2 swabs from each breast, 2 labial swabs, 2 vaginal swabs, and 2 anal swabs. Consideration of the history of the assault will also determine swab collections for example if the patient reports a suction injury or exposure to semen on a body surface.
4. Seal the kit.

(This process should take approximately 30 minutes).

- SAFE notifies law enforcement that the kit is ready for pick up and
  1. Directs the patient to place the sealed kit, urine cups, and signed consent outside their door
  2. The law enforcement officer picks it up from the patient's door.
- Law Enforcement delivers the evidence kit and the urine toxicology sample to the crime lab within 20 days.
- The Crime lab will ship evidence weekly to the RADs lab where 3 swabs will be chosen for DNA analysis.
- The SART Coordinator will scan or fax the completed OES 923 Form directly to the crime lab and the police.

### **STI Testing and Medication**

If the patient requests prophylactic medication, the SAFE will arrange to meet the patient at the Child Advocacy Center.

1. The examiner will retrieve the urine from the patient in her car, take the specimen to the lab and do a stat test pregnancy test while the patient waits.
2. If serology is indicated or requested by the patient, the SAFE will obtain blood and order tests.
3. When a negative pregnancy test is resulted, the examiner will provide prophylactic medications to the patient.

### **Emergent Care Needs**

If a patient must be seen in the hospital due to emergent needs (excessive bleeding, strangulation, severe pain, pregnancy, or other concerns) they should seek medical attention in an appropriate healthcare facility.

A SAFE may or may not be able to conduct the forensic exam in the healthcare facility at that time.

If a forensic exam is not done in the emergency department, it will be offered between the hours of 8 AM and 8 PM after the patient has received medical treatment and returned to their home. Exceptions to conduct exams between the hours of 8 PM and 8 AM will be made on a case-by-case basis.

### **Suspect and In-custody Exams**

The Emergency department exam room may or may not be available for forensic exams. This means it may not be possible to conduct suspect exams or in-custody exams immediately when requested. Decisions will be made on a case-by-case basis. The county jail may be considered as an alternative location for suspect exams if no emergency department rooms can be used in a timely manner.

### **Non-Investigative Reports**

It may not be possible to offer Abbreviated (NIR) exams if the patient is quarantined. Decisions will be made on a case-by-case basis.

### **Pediatric exams**

Acute exams will be conducted at the Child Advocacy Center. Law enforcement and the SAFE will make a joint decision on a case by case basis for non-acute exams. The DA's office and CAC staff will decide on the need for a CFIT interview.



EXHIBIT "E" Invoice

Contractor: Ventana Faculty Medical Associates of Monterey County, Inc.  
 Address Line 1: P.O. Box 2879  
 Address Line 2: Salinas, CA 93902  
 Tel. No.: (831) 818-8847  
 Fax No.: -  
 Contract Term: July 16, 2022 - June 30, 2023

Invoice Number: \_\_\_\_\_  
 County PO No.: \_\_\_\_\_  
 Invoice Period: \_\_\_\_\_  
 Final Invoice:  (Check if Yes)

Health Department Bureau: Administration - SART Program

| Service Description  | Cost per Unit | Contracted Units | Units Delivered this Period | Total Units Delivered as of Last Period | Units Delivered to-Date | Total Annual Amount FY 2022-23 | Dollar Amount Requested this Period | Total Dollars Delivered as of Last Period | Dollar Amount Requested to Date | Dollar Amount Remaining | Remaining Units to-Date |
|--|---------------|------------------|-----------------------------|---|-------------------------|--------------------------------|-------------------------------------|---|---------------------------------|-------------------------|-------------------------|
| Online Training Course and Certification (one-time per examiner) | \$2,500       | 5                |                             |   |                         | \$12,500                       |                                     |   | -                               | 12,500                  | 5                       |
| Conducting Examination as Trainee/Observer                       | \$300         | 20               |                             |   |                         | \$6,000                        |                                     |   | -                               | 6,000                   | 20                      |
| Conducting Examination   | \$500         | 90               |                             |   |                         | \$45,000                       |                                     |   | -                               | 45,000                  | 90                      |
| On-Call Coverage (24/7)  | \$480         | 350              |                             |   |                         | \$168,000                      |                                     |   | -                               | 168,000                 | 350                     |
| Monthly SART Meetings (1/hr per month, 4-6 examiners)            | \$55          | 72               |                             |   |                         | \$3,960                        |                                     |   | -                               | 3,960                   | 72                      |
| Preparation and Delivery of Court Testimony                      | \$1,000       | 3                |                             |   |                         | \$3,000                        |                                     |   | -                               | 3,000                   | 3                       |
| Preparation for Testimony and case settles                       | \$500         | 3                |                             |   |                         | \$1,500                        |                                     |   | -                               | 1,500                   | 3                       |
| Administration of SAFE Services                                  | \$1,500       | 11.5             |                             |   |                         | \$17,250                       |                                     |   | -                               | 17,250                  | 11.5                    |
|  |               |                  |                             |   |                         |                                |                                     |   | -                               | -                       | -                       |
|  |               |                  |                             |   |                         |                                |                                     |   | -                               | -                       | -                       |
|  |               |                  |                             |   |                         |                                |                                     |   | -                               | -                       | -                       |
| <b>TOTALS</b>  |               | 555              |                             |   |                         | <b>\$257,210</b>               |                                     | -   | -                               | <b>257,210.00</b>       | 554.50                  |

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_

Date: \_\_\_\_\_  
 Telephone: (831) 818-8847

Send to:  
 HDADMINFinance@co.monterey.ca.us

SART Authorization for Payment  
 \_\_\_\_\_  
 Authorized Signatory Date

**EXHIBIT "E" Invoice  
(Streamlined)**

Invoice Number:

**Contractor:** Ventana Faculty Medical Associates of Monterey County, Inc.

**Address Line 1** P.O. Box 2879

**Address Line 2** Salinas, CA 93902

County PO No.:

Invoice Period:

**Tel. No.:** (831) 818-8847

**Fax No.:** -

**Contract Term:** July 16, 2022 - June 30, 2023

**Final Invoice:** (Check if Yes)

**Health Department Bureau:** Administration - SART Program

| Service Description  | Cost per Unit | Contracted Units | Total Annual Contract Amount FY 2022-23 | Dollar Amount Requested this Period | Total Dollars Claimed as of Last Period | Dollar Amount Requested to Date | Dollar Amount Remaining |
|--|---------------|------------------|---|-------------------------------------|---|---------------------------------|-------------------------|
| Online Training Course and Certification (one-time per examiner) | \$2,500       | 5                | \$ 12,500                               |                                     |   | -                               | \$ 12,500               |
| Conducting Examination as Trainee/Observer                       | \$300         | 20               | \$ 6,000                                |                                     |   | -                               | \$ 6,000                |
| Conducting Examination   | \$500         | 90               | \$ 45,000                               |                                     |   | -                               | \$ 45,000               |
| On-Call Coverage (24/7)  | \$480         | 350              | \$ 168,000                              |                                     |   | -                               | \$ 168,000              |
| Monthly SART Meetings (1/hr per month, 4-6 examiners)            | \$55          | 72               | \$ 3,960                                |                                     |   | -                               | \$ 3,960                |
| Preparation and Delivery of Court Testimony                      | \$1,000       | 3                | \$ 3,000                                |                                     |   | -                               | \$ 3,000                |
| Preparation for Testimony and case settles                       | \$500         | 3                | \$ 1,500                                |                                     |   | -                               | \$ 1,500                |
| Administration of SAFE Services                                  | 1,500         | 11.5             | \$ 17,250                               |                                     |   | -                               | \$ 17,250               |
|  |               |                  |   |                                     |   | -                               | \$ -                    |
|  |               |                  |   |                                     |   | -                               | \$ -                    |
|  |               |                  |   |                                     |   | -                               | \$ -                    |
|  |               |                  |   |                                     |   | -                               | \$ -                    |
|  |               |                  |   |                                     |   | -                               | \$ -                    |
|  |               |                  |   |                                     |   | -                               | \$ -                    |
|  |               |                  |   |                                     |   | -                               | \$ -                    |
|  |               |                  |   | \$0.00                              | 0.00                                    | -                               | \$ -                    |
| <b>Total</b>   |               |                  | <b>\$ 257,210</b>                       | <b>\$ -</b>                         | <b>\$ -</b>                             | <b>\$ -</b>                     | <b>\$ 257,210</b>       |

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

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

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

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

Telephone: 831.649.4522 ext 214

|                                |            |
|--------------------------------|------------|
| SART Authorization for Payment |            |
| Authorized Signatory _____     | Date _____ |

Send to: [MCHDBHFinance@co.monterey.ca.us](mailto:MCHDBHFinance@co.monterey.ca.us)