

Monterey County Sexual Assault Response Team Steering Committee Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is effective as of November 1, 2022 and is entered into by and between the County of Monterey and community Steering Committee members of the Sexual Assault Response Team (SART), whose names and signatures appear below.

The parties to this MOU and the Victim/Witness Program, which program resides within the Monterey County Health Department, previously entered into that certain Memorandum of Understanding, effective March 24, 2016 (“Prior MOU”). The parties wish to mutually terminate all obligations between the parties arising from the Prior MOU. Therefore, as of the Effective Date of this MOU, the parties agree that the Prior MOU is unconditionally terminated in its entirety and shall have no further force and effect.

The SART Steering Committee was formed in response to the community need to have a coordinated response for survivors of sexual assault. The County of Monterey, through its Health Department was titled as the agency to staff SART’s forensic examiners in 2007, referred to as the SART Program.

Effective May 1, 2022, all evidentiary/forensic examinations for survivors and suspects, are conducted at Natividad. Natividad will have on hand all equipment, supplies, and medications necessary to conduct forensic examinations.

1. The SART Steering Committee will:
 - a. Consist of membership comprised of one administrator/executive for each of the following agencies: Mee Memorial Healthcare System, Montage Health Community Hospital of the Monterey Peninsula (CHOMP), Monterey County Rape Crisis Center, Monterey County District Attorney’s Office, Monterey County Chief Law Enforcement Officers Association, Natividad, Salinas Valley Memorial Healthcare System (SVMH), Monterey County District Attorney’s Office Victims of Crime Unit, and County of Monterey, Health Department.
 - b. Meet on a regular basis to coordinate efforts among its members to provide services to survivors of sexual assault.
 - c. Perform ongoing evaluation of the SART program.
 - d. Meet to discuss and secure agreed upon funding.

2. Financial commitment. The following agencies agree to support the SART program as described below:
 - a. Natividad agrees to provide in-kind services including examination facilities in both the Emergency Department and the Child Advocacy Center, equipment, medications, and all supplies for evidentiary/forensic examinations requested by Monterey County local law enforcement agencies and/or survivors (per VAWA).
 - b. Montage Health CHOMP agrees to provide financial assistance in the amount of \$20,000 to be paid annually to the County of Monterey Health Department to support the financial viability of the SART Program. The County of Monterey, Health Department shall invoice Montage Health CHOMP the first quarter of the fiscal year

and full payment of the \$20,000 contribution amount shall be made to the County of Monterey, Health Department within 40 days of the invoice date.

c. SVMH agrees to provide financial assistance in the amount of \$20,000 to be paid annually to the County of Monterey Health Department to support the financial viability of the SART Program. The County of Monterey, Health Department shall invoice SVMH the first quarter of the fiscal year and full payment of the \$20,000 contribution amount shall be made to the County of Monterey, Health Department within 40 days of the invoice date.

3. It is agreed that this MOU will be binding upon all signatories until October 31, 2025 or amend the MOU. The Steering Committee will annually review and evaluate performance of the SART Program under the MOU by its signatory members and may initiate changes as appropriate.

4. Termination of Prior MOU.
County and Steering Committee previously entered into that certain MOU effective March 24, 2016 (the "Prior MOU"). County and Steering Committee wish to mutually terminate all obligations between the parties arising from the Prior MOU, effective as of the Effective Date of this Agreement. Therefore, as of the Effective Date of this MOU, County and Steering Committee agree that the Prior MOU is unconditionally terminated in its entirety and shall have no further force and effect.

Jeannine M. Pacioni, District Attorney, Monterey County:

Lauren DaSilva, Executive Director, Monterey County Rape Crisis Center:

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Lauren DaSilva 10/25/2022 | 1:32 PM PDT
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Matt Morgan, VP, Community Hospital of the Monterey Peninsula:

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Matthew Morgan 10/25/2022 | 1:50 PM PDT
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Charles Harris, MD, CEO, Natividad Medical Center:

Pete Delgado, President/CEO, Salinas Valley Memorial Healthcare System:

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Pete Delgado 10/26/2022 | 4:22 PM PDT
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Keith Wise, Chief of Police, Gonzales Police Department
SART Liaison Monterey County Chief Law Enforcement Officers Association:

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Keith Wise 10/25/2022 | 12:14 PM CDT
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Elsa Jimenez, Director, County of Monterey Health Department:

DocuSigned by:
Stacy Saetta
stacy saetta
COECE1899F444A9
Chief Deputy County Counsel.
10/28/2022 | 11:18 AM PDT

DocuSigned by:
Jennifer Forsyth
JENNIFER FORSYTH
4E7E652875454AE
Auditor-Controller Analyst II
10/28/2022 | 3:27 PM PDT