

**Memorandum of Agreement Between  
U.S. Army Garrison, Presidio of Monterey  
And the  
County of Monterey  
on behalf of the  
Monterey County Health Department  
For Sexual Assault Examiner (SART) Services**

THIS Memorandum of Agreement (hereinafter "AGREEMENT") is between the County of Monterey, a political subdivision of the State of California, (hereinafter "County"), on behalf of the Monterey County Health Department and the United States Army Garrison – Presidio of Monterey (hereinafter "PoM") and is entered into as of the date it is signed by the Director of Health ("Effective Date").

**PURPOSE:** The purpose of this Agreement is to agree to administrative and related services of a Sexual Assault Response Team (hereinafter, "SART").

**RECITALS:**

- A. COUNTY and PoM have the ability to eliminate repetitive or unnecessary procedures and to ensure correct and accurate collection of evidence; and,
- B. COUNTY desires to improve the quality of the evidence gathering process of a reported sexual assault to contribute to investigative efforts by law enforcement, and at the same time, remain sensitive to the needs of sexual assault victims; and to ensure that sexual assault survivors and suspects receive an immediate and comprehensive medical-legal examination when requested or required; and to implement a coordinated effort between SART and Law Enforcement agencies to assist the criminal justice system in the proper collection of evidence, interpretation of findings, and presentation of evidence; and,
- C. PoM and COUNTY agree that it is more practical and effective to implement some of the goals of a successful sexual assault response system by way of this agreement; and,
- D. PoM and COUNTY desire to ensure the continuation of a prompt, organized, and effective team response to reports of sexual assault by members of the Presidio of Monterey community throughout the continuity of the SART Program.

**NOW, THEREFORE,** in consideration of the covenants, conditions, stipulations, and terms hereinafter expressed, PoM and COUNTY agree as follows:

**1. COUNTY Performance Obligations:**

The SART Program Coordinator shall represent COUNTY and SART in all matters pertaining to this agreement, and shall administer this agreement on behalf of COUNTY. The Commander, U.S. Army Garrison, Presidio of Monterey, or his/her designees, shall represent PoM in all matters pertaining to services rendered pursuant to this agreement, and shall administer this agreement on behalf of PoM.



PoM shall not have or exercise any control or direction over the methods by which COUNTY shall perform its work and functions under the agreement. The sole interest of PoM is to ensure that duties and obligations are carried out in a competent, efficient and satisfactory manner.

## **2. Mutual Hold Harmless:**

- (a) COUNTY shall hold harmless and indemnify PoM against any and all claims, demands, suits, judgments, expenses and costs of any kind, insofar as it may legally do so, on account of the injury to or death of persons or loss of property arising in any manner out of the COUNTY'S performance of this agreement.
- (b) PoM shall hold harmless and indemnify COUNTY against any and all claims, demands, suits, judgments, expenses, and costs of any and every kind, insofar as it may legally do so, on account of the injury to or death of persons or loss of property arising in any manner out of PoM's performance of this agreement. Nothing in this provision is intended to direct obligations of services or payment for services by COUNTY and PoM respectively. Provisions relating to billing, collection and reimbursement are addressed in paragraph 7, below.
- (c) It is the intention of COUNTY and PoM that the provisions of this paragraph be interpreted to impose on each party responsibility for the negligent and/or intentional acts of its officers, agents and employees.

## **3. Conflict of Interest:**

COUNTY agrees that all reasonable efforts will be taken to ensure that no conflict of interest exists for its officers, agents, or employees in connection with the performance of this agreement. COUNTY shall use its best efforts to prevent employees, consultants, subcontractor(s) or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain either for themselves or others, such as those with whom they have family, business, or other ties.

## **4. Confidentiality of Client Records:**

COUNTY, its officers, employees, agents and subcontractors shall protect from unauthorized disclosure, the names and/or other identifying information concerning both persons receiving services or assistance under this agreement, as well as persons whose names or other identifying information become known to SART as a result of services performed under this agreement, except for statistical information which does not identify any such person(s). COUNTY, its officers, employees, agents, and subcontractors shall not use information that identifies any individual receiving services under this agreement for any purpose other than carrying out COUNTY's obligations under this agreement.

- (a) PoM, its officers, employees, agents, and subcontractors shall promptly inform COUNTY of any and all requests, whether written or oral, for disclosure of such identifying information as is described in this section.
- (b) PoM shall not disclose, except as authorized or required by applicable law, any identifying information.



- (c) For purposes of this section, the term "identifying information" shall include, but not be limited to name, identifying number, symbol or other identifying particular(s) assigned to the individual, such as finger or voice print or photographs.
- (d) PoM shall impose similar confidentiality requirements upon any contracts or subcontracts for services under this agreement.

## **5. Adherence to Examination Protocols:**

PoM and COUNTY agree that: (1) the designated coordinator of response to reports of sexual assault for PoM is the servicing Military Sexual Assault Response Coordinator (MSARC); and, (2) the designated Law Enforcement Agency for performance of Law Enforcement functions described in subparagraph (f) below (Restricted/Abbreviated Examinations) is the Presidio of Monterey Police Department (POMPD). MSARC and POMPD agree to adhere to the patient examination protocol, which is as follows:

- (a) MSARC shall offer each sexual assault victim a patient (SART) examination if the victim is in contact with MSARC within one hundred and twenty (120) hours of the time of assault.
- (b) MSARC shall ensure prompt transport of the victim to the nearest SART unit as required and upon request by the victim.
- (c) MSARC agrees to coordinate with COUNTY prior to transporting the sexual assault victim to the SART unit. This will ensure the appropriate individuals will be contacted. Sexual assault examinations will not be provided until this occurs.
- (d) If a PoM affiliated sexual assault victim appears in any hospital emergency room in Monterey County, COUNTY will promptly contact the MSARC for direct coordination as necessary. MSARC agrees to respond and provide direct coordination with Law Enforcement as required and subject to the victim's election among reporting options.
- (e) PoM and COUNTY recognize that the processing of reports of sexual assault differ in the military and civilian systems, and agree that understanding and adherence to the terms of this agreement ultimately protects victim preferences under the civilian and military systems while simultaneously satisfying mandatory reporting requirements under California law. The term "Abbreviated Report" refers to the classification of reports of sexual assault under California law in which the victim elects confidential reporting without the formal investigative involvement of Law Enforcement. The military equivalent of this reporting option by victims is a "Restricted Report". The military equivalent of "Non-Abbreviated Reports" under California Law is termed "Unrestricted Reports". To minimize confusion, the relevant terminology adopted by California is used exclusively herein.
- (f) MSARC agrees to serve as the initial point of entry for all reports of sexual assault by SART and the necessary activation/coordination of a Law Enforcement response. POMPD agrees to provide Law Enforcement response to incidents of sexual assault and mandatory reports by SART, where the victim elects an Abbreviated reporting option



(See subparagraph g below). MSARC agrees to coordinate for Law Enforcement response to SART where the victim elects a Non-Abbreviated reporting option (See subparagraph g below). COUNTY agrees that reports to POMPD under this agreement satisfy California mandatory reporting laws relevant to Abbreviated reports.

- (g) If a victim **has requested** an Abbreviated Exam, as defined by California law, SART will offer the victim an Abbreviated Exam. SART will make a telephone report to POMPD, announcing the report as Abbreviated, that is compliant with California mandated reporting laws. POMPD will provide to SART a case number that will be used on all documents and physical evidence. After completion of the SART examination, POMPD will sign and retain the Evidentiary Exam Invoice and will retain, transport, safeguard and secure the physical evidence and the following reports as necessary: Cal-EMA 2-920 (Suspicious Injury Report); and Cal-EMA 2-924 (Abbreviated Sexual Assault Evidentiary Exam); and, Cal-EMA 930 or Cal-EMA 950 (Forensic Medical Report). POMPD agrees to store the sealed evidence and reports for a period of at least five (5) years in accordance with DoDI 6495.02. POMPD agrees to refrain from opening the evidence, the report, or investigating the case without the permission of the victim.
- (h) If a victim **has not requested** an Abbreviated Exam, as defined by California law, MSARC will coordinate for the appropriate/servicing Law Enforcement agency's immediate response. County and PoM recognize that law enforcement response to non-abbreviated reports of sexual assault will require coordination with various Department of Defense law enforcement agencies (U.S. Army Criminal Investigative Division [CID], Naval Criminal Investigative Service [NCIS], U.S. Air Force Office of Special Investigations [AFOSI]), and that MSARC is uniquely suited to identify, engage and coordinate for law enforcement response in those instances. Immediately upon notification of Non-Abbreviated report, MSARC will make immediate coordination for a direct investigative response from the appropriate law enforcement agency to SART. After completion of the SART examination, the responsible investigative agency will sign the Evidentiary Exam Invoice and retain/transport the physical evidence and applicable SART reports. The servicing military MSARC will not sign for or receive SART reports or evidence.
- (i) All medical records and digital images shall remain at the PROVIDER'S office. Copies may be requested from the SART Coordinator with a signed authorization to release medical information.

## **7. Billing, Collection, and Reimbursement:**

The parties acknowledge that current law prohibits the victim of sexual assault from being held financially responsible for the cost incurred in the provision of an examination for the purpose of gathering evidence for possible prosecution. PoM acknowledges that, under California Law, the costs of SART exams are billed to the law enforcement agency with investigative jurisdiction over the alleged offense. COUNTY acknowledges that, within the Department of Defense (DoD), law enforcement agencies are not authorized to obligate federal government monies to satisfy the expenses contemplated herein. COUNTY agrees to establish a system for billing such services and to forward requests for payment to POMPD. POMPD agrees to receive requests for payment under this agreement from





COUNTY and to coordinate for payment of same through the DoD entity authorized to process and issue payment to COUNTY. PoM agrees to establish and maintain any DoD inter-agency agreements necessary to facilitate prompt and efficient payment to COUNTY for services rendered under this agreement.

(a) Fees for performance of this agreement shall not be subject to re-negotiation unless agreed upon by both COUNTY and PoM. If re-negotiated, the proposed fee schedule shall be approved by the Monterey County Board of Supervisor before execution.

(b) Requests for payment for services rendered will be submitted by COUNTY via Sexual Assault Response Team Evidentiary Exam Invoice, directly to the following address: Presidio of Monterey Police Department, U.S. Army Garrison Presidio of Monterey, 4468 Giggling Road, Presidio of Monterey, CA 93944. A copy of the invoice shall be maintained in the SART coordinators office.

(c) COUNTY agrees that the fees for services contemplated under this agreement are \$925.00 for each (non-Abbreviated) SART examination performed by COUNTY and \$300.00 for each Abbreviated examination.

(d) PoM and COUNTY acknowledge that, under California law, reimbursement of the cost of Abbreviated exams may be available from the California Emergency Management Agency (Cal-EMA). PoM acknowledges that any reimbursement available from Cal-EMA requires affirmative action not contemplated in this agreement and does not affect the foregoing provisions on fees and requests for payment.

#### **8. Term:**

This Agreement shall have an initial term of five (5) years commencing on execution of this agreement and continuing in full force and effect for the entire term. This agreement shall automatically renew for subsequent terms of five (5) years each unless either party gives written notice of intent not to renew at least thirty (30) days in advance of the renewal date. The Agreement may be terminated without cause by either party upon thirty (30) days' prior written notice to the other party.

#### **9. Entire Agreement:**

This Agreement supersedes any and all other agreements, whether oral or written, between the parties with respect to the subject matter of the Agreement, and no other agreement, statement, or promise relating to the subject matter of the agreement, which is not contained herein, shall be valid or binding.

#### **10. Execution:**

This Agreement shall be deemed duly executed and binding upon execution by COUNTY and PoM.



**11. Amendments:**

The parties to this Agreement may alter, amend, or modify it at any time. However, no alteration, amendment, or modification of the terms of this Agreement shall be valid unless executed by written amendment hereto and approved by both the COUNTY and PoM.

**12. Notices:**

Notices to the parties in connection with this contract shall be given personally or by United States Mail, addressed as follows:

**COUNTY**


Monterey County Health Department  
Sexual Assault Response Team (SART)  
Sheree Goldman, SART Coordinator  
1615 Bunker Hill Way, Suite 100  
Salinas, CA 93906

**PoM**

United States Army Garrison  
Presidio of Monterey  
ATTN: Installation MSARC  
1710 PVT Bolio Rd., Building 518  
Presidio of Monterey, CA 93944

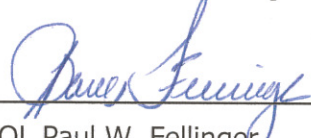
IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives on the dates set forth herein below.

**COUNTY OF MONTEREY:**

  
\_\_\_\_\_  
Ray Bullick, Director of Health

Date 5-9-14

**Presidio of Monterey:**

  
\_\_\_\_\_  
COL Paul W. Fellingner  
Commander, U.S. Army Garrison,  
Presidio of Monterey

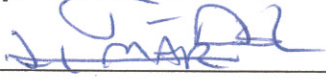
Date 21 March 2014

**Approved as to Form:**

  
\_\_\_\_\_  
Deputy County Counsel

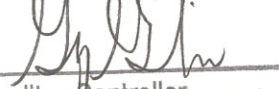
Date 5/12/14

**Approved as to form:**

  
\_\_\_\_\_  
Staff Judge Advocate, DLIFLC and PoM

Date: 21 MAR 14

Reviewed as to fiscal provisions

  
\_\_\_\_\_  
Auditor-Controller  
County of Monterey 5/2-14

