

**Agreement Between
LAW ENFORCEMENT AGENCY
and SEXUAL ASSAULT RESPONSE TEAM (SART)
For Sexual Assault Response Team Services**

THIS Agreement is made and entered into as of the date set forth below, by and between the [Fill: Agency Name] hereinafter “AGENCY”) and the County of Monterey, on behalf of the County of Monterey Health Department (hereinafter “COUNTY”). The purpose of this Agreement is to contract for administrative and related services of a SART Coordinator and team of Sexual Assault Forensic Examiners (SAFE) (hereinafter known as “SART”) and memorialize [Fill: Agency Name] payment of such services.

RECITALS

- A. The COUNTY has an obligation to arrange for professional personnel trained in the examination of victims of sexual assault to be present or on call; and
- B. AGENCY and COUNTY desire to ensure a prompt, organized, and effective team response to cases of adult, adolescent, and acute pediatric sexual assault in the County of Monterey through the continuity of the Sexual Assault Response Team (SART).
- C. In order to provide SART services for the AGENCY, COUNTY SAFE would be required to appear and testify as witnesses in court proceedings within the State of California; and
- D. COUNTY has limited personnel, budget, and resources to provide SAFE services for existing California local law enforcement agencies, including AGENCY.

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

1. COUNTY Performance Obligations

COUNTY will provide SART services for the AGENCY when there is an on duty or on call COUNTY SAFE who is able to perform the examination. If there is no COUNTY SAFE available to perform the examination, the COUNTY will coordinate with the AGENCY to make alternative arrangements for SART services within a reasonable timeframe.

The COUNTY’s SAFE may provide testimony in prosecutions against perpetrators and will be reimbursed for travel, related expenses, and professional services if travel outside of the County of Monterey is required.

COUNTY performed SART services are provided exclusively at the Natividad campus at 1441 Constitution Dr., Salinas, CA, unless there is an extraordinary circumstance as determined by the COUNTY.

COUNTY shall provide SART services in accordance with the most current version of the Sexual Assault Response Team Protocol (“SART Protocol”). The SART Protocol means that document or series of documents created, maintained, updated and distributed from time to time by the COUNTY that describes the COUNTY’s policies and procedures and provides protocols for the COUNTY and justice partners. The SART Protocol is incorporated, as applicable, into this AGREEMENT and made a part hereof.

COUNTY will provide SAFE services for pediatric victims of sexual assault only when Natividad Child Abuse Response Team (CART) examiners are unavailable and the on duty or on call COUNTY SAFE is certified to perform pediatric examinations.

COUNTY performed pediatric SAFE services are provided exclusively at the Natividad campus at 1441 Constitution Dr., Salinas, CA.

COUNTY shall provide pediatric SAFE services in accordance with CART Protocol. The CART Protocol means that document or series of documents created, maintained, updated and distributed from time to time by the COUNTY that describes the COUNTY’s policies and procedures and provides protocols for the COUNTY and justice partners. The CART Protocol is incorporated, as applicable, into this AGREEMENT and made a part hereof.

At the conclusion of the forensic medical exam, the COUNTY SAFE will contact the appropriate agency to pick up the completed Sexual Assault Evidence Kit (SAEK).

COUNTY will offer victim advocacy services from the Monterey County Rape Crisis Center. With patient consent and as appropriate, COUNTY will provide the victim advocate with access to the patient during the SAFE.

The SART or designee shall represent COUNTY and SART in all matters pertaining to this Agreement and shall administer this Agreement on behalf of COUNTY.

2. AGENCY Obligations

AGENCY agrees to adhere to the SART and CART Protocols. All medical records, photography, films, and digital images shall remain with the SART program. AGENCY may request copies from the SART Coordinator.

AGENCY is responsible for the transportation of the patient to and from SAFEs. Transportation of the victim will occur only after coordination with the on-call SAFE to prevent patients from being transported to Natividad when there is not a COUNTY SAFE available to perform the exam.

AGENCY will designate a representative from the AGENCY police department who will attend the SART Multi-Disciplinary Team Case Review meeting when a case from their jurisdiction is to be discussed.

AGENCY shall comply with all applicable Federal, State, and local laws and regulations, including COUNTY policies, concerning non-discrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (SS 503 and 504); California Fair Employment and Housing Act (Government Code 12900 et seq.); and California Labor Code 1 101 and 1 102. AGENCY shall not discriminate against any employee, subcontractor or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall AGENCY discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status. AGENCY's violation of this provision shall be deemed a material default by AGENCY giving COUNTY a right to terminate the contract for cause.

AGENCY agrees to comply with the COUNTY Contracting Principles set forth in the Board Policy Manual. The Contracting Principles require, among other things, that AGENCY be a fiscally responsible entity and treat its employees fairly. AGENCY is also required to (1) comply with all applicable federal, state and local rules, regulations and laws, for which federal sovereign immunity has been waived; (2) maintain financial records, and make those records available upon COUNTY request; (3) provide to COUNTY copies of any financial audits that have been completed during the term of the contract; and (4) upon COUNTY's request, provide COUNTY reasonable access, through representatives of AGENCY, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws and regulations.

The AGENCY or designee shall represent AGENCY in all matters pertaining to services rendered pursuant to this Agreement and shall administer this Agreement on behalf of AGENCY.

3. Independent Contractors.

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

4. Mutual Hold Harmless.

- (a) COUNTY shall hold harmless and indemnify AGENCY 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 COUNTY'S performance of this Agreement.
- (b) AGENCY 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 AGENCY's performance of this Agreement.
- (c) It is the intention of COUNTY and AGENCY that the provision of this paragraph be interpreted to impose on each party responsibility for the negligent and/or intentional acts of its officers, agents, and employees.

5. Insurance.

- (a) Each party recognizes and accepts that the other party is self-insured for commercial general liability. Either party may purchase commercial insurance to cover its exposure hereunder, in whole or in part.
- (b) COUNTY shall secure and maintain at all times during the term of this AGREEMENT, at its respective sole expense, professional liability insurance covering itself and its employees. Such coverage provided by COUNTY may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per claim or occurrence and \$3,000,000 in the aggregate.

6. 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.

7. 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 which identifies any individual receiving services under this Agreement for any purpose other than carrying out COUNTY'S obligations under this Agreement.

- (a) AGENCY, its officers, employees, agents, and subcontractors shall promptly inform SART of any and all requests, whether written or oral, for disclosure of such identifying information as is described in this section.
- (b) AGENCY 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) AGENCY shall impose similar confidentiality requirements upon any contractors or subcontractors for services under this Agreement.

8. 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 a sexual assault evidentiary examination for the purpose of gathering evidence for the criminal justice system. COUNTY agrees to establish and maintain a system for billing such services.

- a) COUNTY agrees to bill the appropriate AGENCY for charges associated with SAFE services. AGENCY agrees to reimburse COUNTY for all authorized SART services. COUNTY and AGENCY agree that all billing and payment/collection transactions under this Agreement shall be in accordance with the rates referenced in the COUNTY's operative approved fee schedule.
- b) COUNTY shall be reimbursed by the AGENCY not later than thirty (30) days after COUNTY submits the invoice. COUNTY shall submit invoices in conformance with the services provided.
- c) One signed copy of each invoice shall be submitted to AGENCY address as indicated in Section 15, **Notices**. A copy shall also be maintained by the SART program.
- (d) Each invoice shall be submitted under the letterhead of COUNTY and shall contain:
 - Names and titles of all subcontractors for which reimbursement is requested for the invoice period.
 - Services provided and corresponding fees according to the COUNTY's operative approved fee schedule.
 - Signature approvals.

Monthly invoices will be submitted no later than forty-five (45) working days after the end of the monthly invoice period.

- (f) AGENCY shall pay a Readiness Participation Fee, by July 31st of each year of this Agreement, according to the COUNTY's operative approved fee schedule. COUNTY shall invoice AGENCY separately for the Readiness Participation Fee on July 1st of each year of this Agreement.
- (g) Discussions regarding changes in the fee schedule for Sexual Assault Evidentiary Examinations shall commence at least ninety (90) days before the end of the County fiscal year (i.e., June 30th) in which fee studies take place.

9. Courtesy Exams for Sexual Assaults in Out of County Jurisdictions

This section 9 does not apply to evidentiary exams of active duty military members and their dependents. For any and all sexual assault evidentiary exams of active duty military members and their dependents, please refer to Section 10.

If a patient, other than an active duty military member or a member's dependent, presents at a hospital in Monterey County and requests an evidentiary exam in

connection with a sexual assault alleged to have occurred in an out-of-county jurisdiction, the out-of-county agency will request authorization for the evidentiary exam by contacting the agency in whose jurisdiction the hospital resides. An out-of-county jurisdiction is defined, for purposes of the 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 of Monterey. Where it has authorized a sexual assault evidentiary exam of a patient in connection with an out-of-county agency, AGENCY shall hold the evidence collected on behalf of the out-of-county agency, and COUNTY shall bill AGENCY, as relevant, for the cost of SART services.

10. Patients who are Active Duty Military Members and Their Dependents.

If an active duty military member or a military dependent presents at a hospital in Monterey County and requests an evidentiary exam in connection with a sexual assault alleged to have occurred within the County or in an out-of-county jurisdiction, as that term is defined in this Agreement, the member or dependent shall be offered an exam by COUNTY when there is an on duty or on call COUNTY SAFE who is able to attend proceedings outside the State of California. If there is no COUNTY SAFE who meets that criteria available, the member or dependent shall be referred to the County of Santa Clara SART team for an evidentiary exam.

11. Term

This Agreement shall commence upon full execution and shall continue in full force and effect until [add date], unless earlier terminated. Both parties reserve the right to cancel this Agreement, or any extensions of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

12. 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.

13. Execution.

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

14. Severability.

In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

15. Governing Law.

This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be County of Monterey, California.

16. Amendment.

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 AGENCY.

17. Notices

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

COUNTY
County of Monterey
Sexual Assault Response Team (SART)
Attn: [name and title]
1270 Natividad Road
Salinas, CA 93906

AGENCY
[Fill: Agency name]
Attn: [name and title]
[Address]

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

[Fill: Agency name]

Name:

Name:

Title:

Title

Date

Date

Approved as to Form:

Name:

Deputy County Counsel

Title:

Date

Date:

Approved as to Fiscal Provisions:

Auditor-Controller

Date