

DATE SUBMITTED 05/27/2015
 SUBMITTED BY CM OFFICE/
POLICE DEPT.
 DATE ACTION REQUIRED 06/03/2015

COUNCIL ACTION (x)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS ()

**IMPERIAL CITY COUNCIL
AGENDA ITEM**

SUBJECT: **DISCUSSION/ACTION: MEMORANDUM OF AGREEMENT FOR SEXUAL ASSAULT RESPONSE (SART) SERVICES**

1. APPROVE 2 (TWO) YEAR MEMORANDUM OF AGREEMENT BY AND BETWEEN PIONEERS MEMORIAL HEALTHCARE DISTRICT AND THE CITY OF IMPERIAL FOR SART SERVICES

DEPARTMENT INVOLVED: **IMPERIAL POLICE DEPARTMENT/CITY MANAGER'S OFFICE**

BACKGROUND/SUMMARY:

In October of 1992, the County Board of Supervisors designated Pioneers Memorial Healthcare District as the local SART hospital for Imperial County. Pioneers Memorial Healthcare District has an established a program to provide aid to local law enforcement agencies in investigating and assisting in the prosecution of rape and other sexually oriented crimes known as the adult Sexual Assault Response Team Program (SART).
 PMHD and the City of Imperial are part of a multi-jurisdictional cooperative effort involving local area hospitals, local law enforcement jurisdictions, advocate agencies, and other public agencies concerned with assisting victims of sexual assault.

FISCAL IMPACT: NONE

F.O. INITIALS: _____

STAFF RECOMMENDATION: It is staff's recommendation to approve and execute the proposed two year agreement with Pioneers Memorial Healthcare District. Staff has been satisfied with PMHD'S past performance and professionalism with the SART program.

MANAGER'S RECOMMENDATION: It is the City Manager's Recommendation to agree with staff and approve the SART agreement with Pioneers Memorial Healthcare District.

MANAGER'S INITIALS

MOTION:

SECONDED: APPROVED () REJECTED ()
 AYES: DISAPPROVED () DEFERRED ()
 NAYES:
 ABSENT: REFERRED TO:

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
PIONEERS MEMORIAL HEALTHCARE DISTRICT
And
CITY OF IMPERIAL**

This Agreement made the 1st day of July, 2015, by and between Pioneers Memorial Healthcare District ("Hospital") and City of Imperial ("Facility").

RECITALS

Whereas Hospital owns and operates an acute care hospital within the County of Imperial, State of California and provides emergency care 24 hours per day; and

Whereas Hospital has established a program to provide aid to local law enforcement agencies in investigating and assisting in the prosecution of rape and other sexually oriented crimes known as the adult Sexual Assault Response Team Program (SART). The program is operated out of Hospital's adult SART Department ("Department").

Whereas the State of California and Facility have a responsibility to assure that sexual assault evidence is gathered according to established medical legal standards; and

Whereas Hospital and Facility are committed to providing the highest quality of care to victims of sexual assault; and

Whereas Hospital and Facility are part of a multi-jurisdictional cooperative effort involving local area hospitals, local law enforcement jurisdictions, advocate agencies, and other public agencies concerned with assisting victims of sexual assault; and

Whereas Hospital and Facility desire to ensure an organized, effective team response to cases of sexual assault in Facility through a Sexual Assault Response Team ("SART"), with the use of Sexual Assault Nurse Examiners ("SANE").

AGREEMENTS

THEREFORE, Hospital and Facility, in consideration of the covenants, stipulations, and terms expressed herein agree as follows:

HOSPITAL'S OBLIGATIONS

1. Hospital agrees to provide and maintain a full-time single use SART examination room.
2. Hospital agrees that the SART examination room shall be separate from Hospital's Emergency Room.

3. Hospital agrees to provide SART services according to the State of California Medical Protocol for the Examination of Sexual Assault Victims.
4. Hospital is responsible for ensuring that the service of a SANE is always on call.
5. Hospital is responsible for supervision of SART medical personnel.
6. Hospital has developed and shall maintain in effect policies and procedures for SANE examinations conducted in accordance with the California Emergency Management Agency (CalEMA), formerly OES (and even more formerly OCJP), protocols and relevant standardized requirements.
7. Hospital agrees to provide access to SART examination room for designated non-medical SART members. This designation shall be provided to Hospital by adult SART Department personnel).
8. Hospital will bear the cost of malpractice and liability insurance for its employees and it's SANE.
9. Hospital agrees to bear its own costs related to the SART program.

FEES

10. Hospital agrees to charge and Facility agrees to pay fees according to attached Fee Schedule (Attachment A).
11. Hospital's fee may be adjusted to reflect Consumer Price Index increases in the cost of living. Such fee adjustment will not occur before July 1, 2016 and shall occur annually thereafter, during the Term.

FACILITY'S OBLIGATIONS

12. Facility shall continue its designation of Hospital as the SART hospital for Facility of Brawley.
13. Facility agrees to ensure that on-going law enforcement training is provided to encourage all law enforcement agencies to exclusively use SART examination services at Hospital.

TERM AND TERMINATION

14. The term of this Agreement is two (2) years from the date of execution to **June 30, 2017**.
15. Either party hereto may terminate this Agreement without cause by giving ninety (90) days written notice to the other party.

GENERAL PROVISIONS

16. This Agreement supersedes any and all other agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement, and no other agreement, statement, or promise relating to the specific subject matter of this Agreement which is not contained herein shall be neither valid or binding.

17. Any amendment, modification or alteration to this Agreement must be executed in writing by both parties to the Agreement.

IN WITNESS WHEREOF, Hospital and Facility have caused this Agreement to be executed as of the date set forth above.

Hospital

Entity/Agency

Pioneers Memorial Healthcare District
207 West Legion Road
Brawley, CA 92227-7780

City of Imperial
420 S. Imperial Avenue
Imperial, CA 92251

By: Lawrence Lewis
Signature

By: _____
Signature

Name: Lawrence Lewis

Name: _____

Title: Chief Executive Officer

Title: _____

FEE SCHEDULE

ITEM

FEE

Victim Sexual Assault Exam	\$2250
Suspect Sexual Assault Exam	\$1150
SART - Response Fee/No Exam	\$300