

RESOLUTION NO. 2690

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AGREEMENT BETWEEN THE CITY AND THE
NATIVIDAD MEDICAL FOUNDATION**

WHEREAS, the City of Soledad desires to participate in a program organized by the Monterey County District Attorney's Office, the Natividad Medical Foundation and local law enforcement agencies to provide both the Police Department and sexual assault victims with an alternative to the standard emergency room approach to reported sexual assaults through the establishment of the Sexual Assault Response Team ("SART"), which will provide a prompt, organized and effective team approach to handling cases of sexual assaults.

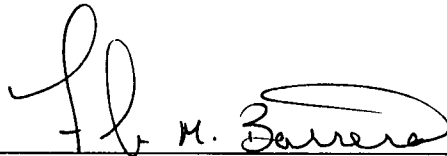
BE IT RESOLVED by the City Council of the City of Soledad that the City Manager is hereby authorized and directed for and on behalf of the City of Soledad to execute an agreement, hereunto attached marked, "Exhibit A" and by reference made a part hereof, by and between the City, a municipal corporation and the Natividad Medical Foundation, a California nonprofit corporation, for payment of services regarding sexual assault examinations provided by the Natividad Medical Foundation for the period of August 19, 1998 through June 30, 1999.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 19th day of August, 1998 by the following vote:

AYES, and in favor thereof, Councilmembers: Ben Jimenez, Jr., Fred Ledesma, Richard Ortiz, Mayor Pro Tem Gary Gerbrandt, Mayor Fabian Barrera

NOES, Councilmembers: None

ABSENT, Councilmembers: None



MAYOR OF THE CITY OF SOLEDAD

ATTEST:



CITY CLERK OF THE CITY OF SOLEDAD

**Agreement Between
CITY OF SOLEDAD
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 herein below, by and between the City of Soledad and the Sexual ASSAULT RESPONSE TEAM PROGRAM OF THE NATIVIDAD MEDICAL FOUNDATION, A CALIFORNIA NON PROFIT CORPORATION. The purpose of this Agreement is to contract for administrative and related services of a Sexual Assault Response Team (hereinafter, "SART")

RECITALS

- A. City of Soledad has the ability to eliminate repetitive or unnecessary questioning and to ensure correct and accurate collection of evidence; and,
- B. SART desires to improve the quality of the evidence gathering process of a sexual assault to increase the conviction rate of sexual assault perpetrators, and, at the same time, remain sensitive to the needs of sexual assault victims; and,
- C. CITY OF SOLEDAD AND SART agree that it is more practical and effective to implement some of the goals of a successful Sexual Assault Team by way of this Agreement; and,
- D. CITY OF SOLEDAD AND SART desire to ensure the continuation of a prompt, organized, and effective team response to cases of adult sexual assault in Monterey County through the continuity of the Sexual Assault Response Team Program.

NOW, THEREFORE, in consideration of the covenants, conditions, stipulations, and terms hereinafter expressed, CITY OF SOLEDAD and SART agree as follows:

1. **SART Performance Obligations**

SART works under the direction of Medical Director Alicia Ventura Lopez, MD which has assigned a Registered Nurse responsible for coordination of SART duties and special and continuous training of SART personnel. Duties to be performed (Monterey County SART Program, Nurse Examiner Checklist) by SART personnel is attached. SART will supply all necessary materials for the sexual assault examination except as may be necessary for the timely completion of SART duties.

The SART Coordinator shall represent SART in all matters pertaining to this Agreement, and shall administer this Agreement on behalf of SART. The Director of Public Safety/Police Chief shall represent CITY OF SOLEDAD in all matters pertaining to services rendered pursuant to this Agreement, and shall administer this Agreement on behalf of the CITY OF SOLEDAD.

2. **Independent Contractors.**

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

3. **Mutual Hold Harmless.**

- (a) SART shall hold harmless and indemnify the CITY OF SOLEDAD against any and all claims, demands, suits, judgements, 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 SART's performance of the terms of this Agreement.
- (b) CITY OF SOLEDAD shall hold harmless and indemnify SART against any and all claims, demands, suits, judgments, expenses and costs of any and every kind, insofar as it may legally do so, in any manner out of the CITY OF SOLEDAD's performance of this agreement.
- (c) It is the intention of SART and CITY OF SOLEDAD 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. This paragraph does not extinguish any existing immunities available to the parties under applicable law.

4. **Conflict of Interest.**

SART agrees that all reasonable efforts will be taken to ensure that no conflict of interest exists for officers, agents or employees in connection with the performance of this Agreement. SART 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 appearances 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.

5. **Confidentiality of Client Records.**

SART, 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. SART, 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 SART's obligations under this Agreement.

- (a) CITY OF SOLEDAD, 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) CITY OF SOLEDAD 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 individual, such as finger or voice print or photographs.
- (d) CITY OF SOLEDAD shall impose similar confidentiality requirements upon any contracts or subcontracts for services under this Agreement.

6. **Adherence to Examination Protocols.**

CITY OF SOLEDAD agrees to adhere to the patient examination protocol. It is as follows:

- (a) CITY OF SOLEDAD shall require that its peace officers and employees offer each sexual assault victim a patient examination if the victim is in contact with the LAW ENFORCEMENT AGENCY within seventy-two (72) hours of the time of the assault.

- (b) CITY OF SOLEDAD shall ensure prompt transport of the victim to the nearest SART unit either by offering transportation or by ensuring transportation will be provided by other means.
- (c) CITY OF SOLEDAD agrees to have the reporting officer contact the Sexual Assault Nurse Examiner (SANE) via Monterey County Communications 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 the sexual assault victim appears in any Emergency Room (as advised by County Communications), CITY OF SOLEDAD shall have the reporting officer promptly contact the SANE via Monterey County Communications as stated previously.
- (e) CITY OF SOLEDAD shall have the reporting officer remain at the SART unit to conduct and document an interview of the victim and/or suspect during the criminal portion of the investigation.
- (f) CITY OF SOLEDAD shall sign the following forms for all victim and/or voluntary suspect/perpetrator examination:
 - *Authorization for Examinations, OCJP Form 923. (Exhibit A)
 - *Time Sheet-Medical Legal Examination (Exhibit B).
- (g) Upon completion of the examination, CITY OF SOLEDAD shall have the reporting officer transport the SART kit containing medical evidence to the CITY OF SOLEDAD's Evidence Room.
- (h) All medical records, photography and films shall remain at the SART unit until the case is adjudicated. Copies will be provided upon request, from the SART Coordinator.

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. SART agrees to establish a system for billing such services.

- (a) SART agrees to bill the CITY OF SOLEDAD for appropriate charges associated with the sexual assault examinations. SART and CITY OF SOLEDAD agree that all billing and payment/collection transactions under this Agreement shall be in accordance with the rates set forth in Exhibit "C" to this Agreement, which is

attached here to and incorporated herein by this reference.

- (b) SART shall be reimbursed by the CITY OF SOLEDAD not later than thirty days after SART submits the invoice. SART shall submit invoices in conformance with Exhibit D, "Invoice," which is attached to this Agreement and by this reference is incorporated herein and made a part hereof.
- (c) The signed original and one copy of each invoice shall be submitted to CITY OF SOLEDAD at 236 Main Street, Soledad, CA. A copy shall also be maintained in the SART Coordinator's office.
- (d) Each invoice shall be submitted under the letterhead of SART and shall contain:
 - * Names and titles of all subcontractors for which reimbursement is requested for the invoice period;
 - * Actual expenses incurred according to the approved rates; and
 - * The original signature of an authorized official of SART.
- (e) Monthly invoices will be submitted no later than forty-five (45) working days after the end of the invoice period.
- (f) The fees for sexual assault examinations are subject to re-negotiation at any time during the course of the contract.

8. **Term**

This Agreement shall commence when executed, and shall continue in full force and effect. This Agreement may be terminated without cause by either party upon thirty (30) days' notice in writing to the other party.

Upon termination of this agreement, SART will maintain all evidence, under its care and control, until properly turned over to authorized law enforcement personnel from the CITY OF SOLEDAD.

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 has not contained herein, shall be valid or binding.

10. **Execution**

This Agreement shall be deemed duly executed and binding upon execution by SART and CITY OF SOLEDAD. This agreement is executed for the benefit of the parties and the efficient operation of the SART only, and is not intended to convey any rights in or duties to any person or entity not a party to this Agreement.

11. **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 SART and CITY OF SOLEDAD.

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

CITY OF SOLEDAD, a Municipal
Corporation
P.O. Box 606
236 Main Street
Soledad, California 93960

Krista Watkins, RN Coordinator
Sexual Assault Response Team
Natividad Medical Center
P.O. Box 10146
Salinas, California 93912

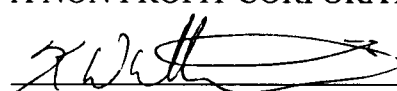
IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives on September 28, 1998.

CITY OF SOLEDAD, a Municipal
Corporation


Belinda Espinosa, City Manager

Date: September 28, 1998

SEXUAL ASSAULT RESPONSE
TEAM PROGRAM OF THE
NATIVIDAD MEDICAL CENTER
A NON PROFIT CORPORATION


Krista Watkins, Coordinator

Date: 10-6-98

**MONTEREY COUNTY SART PROGRAM
NURSE EXAMINER CHECKLIST**

PREPARATION	✓	HEAD AND MOUTH (con't)	✓
1. Call advocate.		6. Collect 10-15 hairs from the head.	
2. Prepare room.		7. Males: Collect facial hair as reference sample.	
3. Prepare supplies.		EXAMINE SKIN SURFACE	✓
4. Prepare forms.		1. Observe under normal lighting.	
5. Load film into colposcope.		2. Observe with alternate light sources.	
6. Confer with law enforcement officer.		3. Photograph findings.	
7. Have officer sign consent form.		4. Record findings on a diagram.	
8. Write officer's badge number on 923.		5. Document use of alternate light sources.	
9. Register patient.		6. Swab appropriate areas to collect specimens.	
10. Take polaroid pictures.		7. Swab nearby areas for comparison of samples.	
BEGIN OCJP FORM	✓	8. Male: Collect body hair for reference samples.	
1. Have patient sign consent form.		EXAMINE GENITALIA	✓
2. Record patient history on OCJP form.		1. Set camera to record the patient code.	
3. Record vital signs and other patient information.		2. Examine for dried secretions or debris. If present, photograph and collect samples.	
LABORATORY WORK	✓	3. Brush pubic area.	
1. Conduct pregnancy test. Send to Lab STAT. BA on request.		4. Collect pubic hair for reference sampling.	
2. Perform RPR for syphilis/HBSAG for Hepatitis B.		5. Examine external genital area and photograph.	
3. Get consent for HIV		6. If wood's lamp is used, record use and findings on diagram.	
4. Draw blood for HIV		7. Females: Examine vagina and cervix and photograph.	
OTHER	✓	8. Collect swabs for evidence.	
1. Collect fingernail scrapings.		9. Prepare dry mount slides.	
2. Collect clothing.		10. Prepare wet mount slides for sperm, examine with a microscope.	
HEAD AND MOUTH	✓	11. Perform STD baseline tests if indicated.	
1. Examine visually, use colposcope if needed.		12. Perform toluidine blue.	
2. Photograph findings.		RECTAL	✓
3. If within 6 hours of assault, collect 2 swabs, prepare 2 slides, if history indicates.		1. Examine rectum.	
4. Perform STD baseline tests if indicated		COMPLETE EXAMINATION	✓
5. Collect saliva reference sample.		1. Document and recheck work.	

State of California

Office of Criminal Justice Planning (OCJP) 923

MEDICAL REPORT—SUSPECTED SEXUAL ASSAULT

Patients requesting examination, treatment and evidence collection: Penal Code § 13823.5 requires every physician who conducts a medical examination for evidence of a sexual assault to use this form to record findings. Complete each part of the form and if an item is inapplicable, write N/A.

Patients requesting examination and treatment only: Penal Code § 11160-11161 requires physicians and hospitals to notify a law enforcement agency by telephone and in writing if treatment is sought for injuries inflicted in violation of any state penal law. If the patient consents to treatment only, complete Part A # 1 and 2, Part B # 1, and Part E # 1-10 to the extent it is relevant to treatment, and mail this form to the local law enforcement agency.

Minors: Civil Code § 34.9 permits minors, 12 years of age or older, to consent to medical examination, treatment, and evidence collection related to a sexual assault without parental consent. Physicians are required, however, to attempt to contact the parent or legal guardian and note in the treatment record the date and time the attempted contact was made including whether the attempt was successful or unsuccessful. This provision is not applicable if the physician reasonably believes the parent or guardian committed the sexual assault on the minor. If applicable, check here () and note the date and time the attempt to contact parents was made in the treatment record.

Liability and release of information: No civil or criminal liability attaches to filling out this form. Confidentiality is not breached by releasing it to law enforcement agencies.

A. GENERAL INFORMATION
(print or type)

Name of Hospital:

1. Name of patient		Patient ID number					
Address			City	County	State	Phone (W) (H)	
3. Age	DOB	Sex	Race	Date/time of arrival	Date/time of exam	Date/time of discharge	Mode of transportation
4. Phone report made to law enforcement agency: Name of officer				Agency	ID number	Phone	
5. Responding officer				Agency	ID number	Phone	

B. PATIENT CONSENT

1. I understand that hospitals and physicians are required by Penal Code § 11160-11161 to report to law enforcement authorities cases in which medical care is sought when injuries have been inflicted upon any person in violation of any state penal law. The report must state the name of the injured person, current whereabouts, and the type and extent of injuries.

Patient/Parent/Guardian (circle)

2. I understand that a separate medical examination for evidence of sexual assault at public expense can, with my consent, be conducted by a physician to discover and preserve evidence of the assault. If conducted, the report of the examination and any evidence obtained will be released to law enforcement authorities. I understand that the examination may include the collection of reference specimens at the time of the examination or at a later date. Knowing this, I consent to a medical examination for evidence of sexual assault. I understand that I may withdraw consent at any time for any portion of the evidential examination.

Patient/Parent/Guardian (circle)

3. I understand that collection of evidence may include photographing injuries and that these photographs may include the genital area. Knowing this, I consent to having photographs taken.

Patient/Parent/Guardian (circle)

I have been informed that victims of crime are eligible to submit crime victim compensation claims to the State Board of Control for out-of-pocket medical expenses, loss of wages, and job retraining and rehabilitation. I further understand that counseling is also a reimbursable expense.

Patient/Parent/Guardian (circle)

C. AUTHORIZATION FOR EVIDENTIAL EXAM

I request a medical examination and collection of evidence for suspected sexual assault of the patient at public expense.

Law Enforcement Officer

Agency ID Number Date

DISTRIBUTION OF OCJP 923 FOR EVIDENTIAL EXAMS ONLY

ORIGINAL TO LAW ENFORCEMENT;
PINK COPY TO CRIME LAB (SUBMIT WITH EVIDENCE);
YELLOW COPY TO HOSPITAL RECORDS

HOSPITAL IDENTIFICATION INFORMATION

Exhibit "A"

MONTEREY COUNTY SART PROGRAM TIME SHEET - MEDICAL LEGAL EXAMINATION

Date: _____ Case Number: _____

Patient MR #: _____ DOB: _____ Age: _____

L.E. Jurisdiction: _____ L.E. Officer: _____

SANE #1: _____ Time Called In: _____ Time Out: _____ Total Hours: _____

SANE #2: _____ Time Called In: _____ Time Out: _____ Total Hours: _____

EXAMINATION INFORMATION <i>(Site, equipment used, physician, etc.)</i>	CHECK ALL THAT APPLY	AMOUNT
Community Hospital of the Monterey Peninsula		
Natividad Medical Center		
Other: _____		
Number of Films Used		
MD Present Name: _____		
Suspect Examination		
Follow-up Examination		
Court / Prep Testimony		
TOTAL AMOUNT		

L.E. or D.A. Billing Address: _____
Street
City
Zip

L.E. Officer or D.A. Signature Date

SANE #1 Signature Date

SANE #2 Signature Date

Coordinator Signature Date

Exhibit "B"

SEXUAL ASSAULT EXAMINATION FEES

1. Sexual Assault Nurse Examiner Fees Per Hour	\$35.00
2. Hospital Fee	\$250.00
3. Photographs Per Roll	\$20.00
4. SART Program Service Charge	\$100.00

**SEXUAL ASSAULT RESPONSE TEAM
c/o Natividad Medical Foundation
P.O. Box 10146
Salinas, CA 93912**

INVOICE

Date: _____ Invoice #: _____

Bill to: _____
Agency Name

Address: _____
Street City Zip

L. E. Case #:	Patient #:
SANE #1 Name:	SANE #2 Name:

Code of Service	Item / Procedure / Court Prep Testimony	Quantity / # of Hours	Rate	Amount
			AMOUNT DUE:	\$

Make Checks Payable to:
**Natividad Medical Foundation
P.O. Box 10146
Salinas, CA 93912**

Exhibit "D"