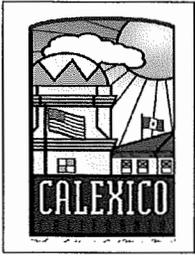


AGENDA
ITEM

17



AGENDA STAFF REPORT

DATE: June 6, 2018

TO: Mayor and City Council

APPROVED BY: David B. Dale, City Manager *DB*

PREPARED BY: Gonzalo C. Gerardo, Chief of Police *GG*

SUBJECT: Approval of Memorandum of Understanding with Pioneers Memorial Hospital Sexual Assault Response Team (S.A.R.T.) for July 1, 2018 to June 30, 2020

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Recommendation:

Approve Pioneers Memorial Hospital Sexual Assault Response Team (S.A.R.T.) Memorandum of Understanding for July 1, 2018 to June 30, 2020.

Background:

The Calexico Police Department along with all other Imperial County Law Enforcement Agencies use Pioneers Memorial Hospital S.A.R.T. for the collection of evidence on victims and suspects of any sexual assault cases on victims 16 years of age and over. These exams are important for the successful prosecution of suspects in sexual assault cases. These exams are normally done within a 72 hour period of the time of the assault. These exams are only used to collect evidence. The Calexico Police Department Investigations Unit used the S.A.R.T. services 3 times in 2016, 2 times in 2017 and in 2018 has used it only 1 time. The State of California's sexual assault average for 2016 was 3.49 assaults per 10,000 population. The Calexico Police Department, as well as any Law Enforcement Entity in the United States of America, are mandated by law to attempt to collect evidence in a case. The only way that we cannot collect evidence is if the victim refuses to participate in this evidence collection procedure.

Discussion & Analysis:

None.

Fiscal Impact:

Possible Costs, Only if services are used.
\$2550 for the victim per incident
\$1550 for the suspect per incident



Coordinated With:

Pioneers Memorial Hospital.

Attachment:

1. Memorandum of Understanding between the City of Calexico and Pioneers Memorial Hospital District.

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

This Agreement made the 1st day of July, 2018, by and between Pioneers Memorial Healthcare District ("Hospital") and City of Calexico ("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 its 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, 2019 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, 2020.**
- 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 Calexico
608 Heber Avenue
Calexico, CA 92231

By: Lawrence Lewis
Signature

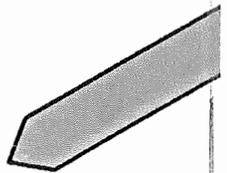
By: _____
Signature

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

March 20, 2018

David Dale
City Manager
City of Calexico
608 Heber Avenue
Calexico, CA 92231

RE: **Memorandum of Agreement for Sexual Assault Response Team (SART)
Services**

Dear Mr. Dale,

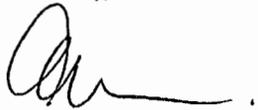
In October of 1992, the County Board of Supervisors designated Pioneers Memorial Healthcare District as the local SART hospital for Imperial County. We are pleased to continue providing this service as it is consistent with our goals of delivering the highest quality of care and meeting the needs of this community.

Enclosed, please find two (2) partially executed sets of the Memorandum of Agreement for your approval. Please have each set signed, retaining one (1) original for your file and returning one (1) fully executed original to the following address:

Pioneers Memorial Healthcare District
Attn: Nursing Administration
207 West Legion Road
Brawley, CA 92227

Thank you for your assistance. We look forward to continue working together with your agency and serving our community.

Sincerely,



Elizabeth Moreno
Executive Assistant
Nursing Administration