

DATE SUBMITTED 5/30/2021
 SUBMITTED BY Police Department
 DATE ACTION REQUIRED 6/2/2021

COUNCIL ACTION (x)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1st READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS no

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IMPERIAL AND PIONEERS MEMORIAL HEALTHCARE DISTRICT

- 1. APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IMPERIAL AND PIONEERS MEMORIAL HEALTHCARE DISTRICT FOR S.A.R.T. PROGRAM SERVICES FOR A TERM OF TWO (2) YEARS.

DEPARTMENT INVOLVED: IMPERIAL POLICE DEPARTMENT

BACKGROUND/SUMMARY:

Pioneers Memorial Healthcare District (PMHD) and the City of Imperial (City) 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. PMHD has an established Sexual Assault Response Team (S.A.R.T.) program to provide aid to local law enforcement agencies in investigating and assisting in the protection of victims related to rape and other sexually oriented crimes. In October 1992 the Imperial County Board of Supervisors designated PMHD as the local S.A.R.T. hospital for Imperial County.

The Memorandum of Understanding (MOU) under consideration is for PHMD to provide S.A.R.T. services on an as-needed basis to the Imperial Police Department. The MOU is for a two (2) year term you provide the services listed above and those in the enclosed documentation. The proposed MOU is in substantially the same form as prior MOUs between PHMD and the City for S.A.R.T. services.

FISCAL IMPACT: The fiscal impact is assessed on an as-needed service basis. Fees are billed to/paid by the City when incurred.

FINANCE INITIALS [Signature]

STAFF RECOMMENDATION: It is the Imperial Police Department's recommendation to approve the MOU between the City of Imperial and PMHD for S.A.R.T. services.

DEPT. INITIALS _____

MANAGER'S RECOMMENDATION: approve

CITY MANAGER'S INITIALS [Signature]

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 Memorandum of Agreement (“Agreement”) made the _____, 2021, by and between Pioneers Memorial Healthcare District (“Hospital”) and City of Imperial (“City”).

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; and

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

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

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

AGREEMENT

THEREFORE, Hospital and City, 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. Hospital agrees that the SART examination room shall be separate from Hospital’s Emergency Room.
2. Hospital agrees to provide SART services according to the State of California Medical Protocol for the Examination of Sexual Assault Victims.

3. Hospital is responsible for ensuring that the service of a SANE is always on call.
4. Hospital is responsible for supervision of SART medical personnel.
5. 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 the Office of Emergency Services (OES), and even more formerly the Office of Criminal Justice Planning (OCJP), protocols and relevant standardized requirements.
6. Hospital agrees to provide access to SART examination room for designated non-medical SART members. This designation shall be provided to City by adult SART Department personnel.
7. Hospital will bear the cost of malpractice and liability insurance for its employees and its SANE.
8. Hospital agrees to bear its own costs related to the SART program.
9. In instances in which City seeks cost recovery against third parties for fees incurred under this Agreement, Hospital agrees to assist City in such efforts by providing those materials and records as deemed necessary by City, subject to any applicable laws.

FEES

10. Hospital agrees to charge and City agrees to pay fees according to attached Fee Schedule (Attachment A).
11. Hospital's fee may be adjusted to reflect U.S. Bureau of Labor Statistics Consumer Price Index increases in the cost of living. Such fee adjustment will not occur before July 1, 2022, and shall occur annually thereafter, during the Term.

CITY'S OBLIGATIONS

12. City shall continue its designation of Hospital as the SART hospital for City.
13. City 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 _____.
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 City have caused this Agreement to be executed as of the date set forth above.

Hospital

Pioneers Memorial Healthcare District
207 W. Legion Road
Brawley, CA 92227

City

City of Imperial

Lawrence E. Lewis
Chief Executive Officer

Name:
Title:

ATTACHMENT A: FEE SCHEDULE

<u>ITEM</u>	<u>FEE</u>
Victim Sexual Assault Exam	\$2250
Suspect Sexual Assault Exam	\$1150
SART – Response Fee/No Exam	\$300