

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

809



FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
October 8, 2009

SUBJECT: Approval of the Memorandum of Understanding between the County of Riverside and the Hemet Police Department

RECOMMENDED MOTION:

- 1) Ratify the Professional Services Agreement with Hemet Police Department effective July 1, 2009;
- 2) Authorize the Chairperson to sign three (3) copies of the agreement;
- 3) Retain one (1) copy of the agreement and return two (2) copies of the executed agreements to Riverside County Regional Medical Center (RCRMC) for distribution.

BACKGROUND: RCRMC is required by the State of California Penal Code Section 13823.9 (b) to provide professional personnel trained in examining sexual assault victims. On July 21, 2005, Agenda Item No. 3.53 a rate was established and approved to charge law enforcement for the cost of providing sexual assault examination services. This Agreement establishes the rate for billing and collection for sexual assault examinations provided for the Hemet Police Department.

This Agreement has been reviewed and approved as to form by County Counsel.

DB:EB:cg

Ellie Bennett For Doug Bagley

 Ellie Bennett, Chief Operating Officer
 for Douglas D. Bagley, Hospital Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: Revenue from Hemet Police Department	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
 Debra Cournoyer

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
 BY: *TAMMY V. LEU* DATE: 10-23-09

Departmental Concurrence

Dep't Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: | **District:** | **Agenda Number:**

ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

3.89

1 **MEMORANDUM OF UNDERSTANDING**

2 **BETWEEN**

3 **RIVERSIDE COUNTY REGIONAL MEDICAL CENTER**

4 **AND**

5 **HEMET POLICE DEPARTMENT**

6 This Agreement is made and entered into by and between Riverside County Regional
7 Medical Center, hereinafter referred to as RCRMC, and the Hemet Police Department,
8 hereinafter referred to as HPD. In consideration of the mutual promises, covenants and
9 conditions hereinafter contained the PARTIES hereto mutually agree as provided on pages 1
10 through 7.

11 **I. Responsibilities of RCRMC:**

12 RCRMC shall do the following:

13 A. Provide professional personnel trained in examining sexual assault victims.

14 B. Provide trained staff available on-site for sexual assault examinations.

15 C. Provide medical services to meet the evaluatory and evidentiary needs for the
16 prosecution of sexual assault cases. Services shall be provided as outlined in
17 the Scope of Services that appears as Attachment A, attached hereto and
18 incorporated herein by this reference.

19 D. Provide continual Quality Assurance and training.

20 E. Provide Office of Emergency Services Form 923 pertaining to the initial
21 examination of the sexual assault victim and biological evidence.

22 F. Develop and implement protocols for SART operations and procedures.

23 **II. Responsibilities of HPD:**

24 HPD shall do the following:

25 A. Assign staff to be the liaison among the parties hereto

- 1 B. Obtain initial crime report
- 2 C. Transportation of sexual assault victims

3 **III. Joint Responsibilities:**

4 RCRMC and HPD shall do the following:

5 A. Act in compliance with Penal Code sections 11160, 11162, 13823.5, 13823.5,
6 13823.11, 13823.9, 1323.93, Health and Safety Code Section 1281 and any
7 other laws and regulations pertinent to the reporting, investigation, assessment,
8 evaluation, and prosecution of sexual assault.

9 B. Adhere to the protocols developed for SART operations and procedures.

10 C. Assist, as requested, in developing county-wide services and standards for
11 the SART program coordinator.

12 D. Exchange information in accordance with the laws that pertain to sexual
13 assault.

14 E. Serve as a member and participate in the Multi-disciplinary team meetings for
15 Sexual Assault services.

16 **IV. GENERAL PROVISIONS**

17 **A. EFFECTIVE PERIOD**

18 **July 1, 2009 through June 30, 2010** and will automatically renew unless
19 terminated as provided herein.

20 **B. TERMINATION**

21 This MOU may be terminated with or without cause by either party by giving thirty
22 (30) days written notification to the other party. Notice shall be deemed served
23 on the date of mailing.

24 **C. INDEPENDENT CAPACITY**

25 Each party shall act in an independent capacity and not as an agent or employee

1 of the other.

2 E. CONFIDENTIALITY

3 The parties hereto shall maintain the confidentiality of all information and records
4 and comply with all other statutory laws and regulations relating to privacy and
5 confidentiality

6 F. LICENSES AND PERMITS

7 In accordance with the provisions of Chapter 9 of Division 3 of the Business and
8 Professions Code concerning the licensing of Contractors, all Contractors shall
9 be licensed, if required, in accordance with the laws of this State and any
10 Contractor not so licensed is subject to the penalties imposed by such laws.

11 G. ASSIGNMENT

12 The parties hereto shall not assign any interest in this MOU and shall not transfer
13 any interest in the same, whether by assignment or novation, without the prior
14 written consent of the other.

15 H. COMPLIANCE WITH RULES, REGULATIONS, AND REQUIREMENTS

16 The parties shall comply with all rules, regulations, and requirements of
17 applicable state and federal regulatory agencies which impose duties and
18 regulations upon RCRMC and HPD, which are equally applicable and made
19 binding upon both parties as though made with each party directly.

20 I. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

21 The parties to this MOU are subject to all relevant requirements contained in the
22 Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the laws
23 and regulations promulgated subsequent thereto. The parties hereto agree to
24 cooperate in accordance with the terms and intent of this MOU for
25 implementation of relevant law(s) and/or regulations promulgated under this Law.

1 The parties hereto further agree that they shall be in compliance, and shall
2 remain in compliance with the requirements of HIPAA, and the laws and
3 regulations promulgated subsequent hereto, as may be amended from time to
4 time.

5 J. COMPENSATION

6 Compensation shall be paid in accordance of the terms outlined in Attachment B
7 of this MOU, attached hereto.

8 K. MODIFICATION OF TERMS

9 No addition to or alteration of the terms of this MOU, whether by written or verbal
10 understanding of the parties, their officers, agents, or employees, shall be valid
11 unless made in writing and formally approved and executed by both parties.

12 L. NOTICES

13 All notices and/or correspondence authorized or required by their MOU shall be
14 address as follows:

15 RCRMC: Riverside County Regional Medical Center
16 Contracts Administration
17 26520 Cactus Avenue
18 Moreno Valley, CA 92566

19 HPD: Hemet Police Department
20 450 E. Latham
21 Hemet, CA 92543

22 M. ENTIRE MOU

23 This MOU constitutes the entire agreement between the parties hereto with
24 respect to the subject matter hereof, and all prior or contemporaneous contracts
25 and supersedes any and all prior and contemporaneous agreements and
understandings, oral or written, in connection therewith.

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1 IN WITNESS WHEREOF, the parties have executed this Agreement.

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COUNTY OF RIVERSIDE

Hemet Police Department

By: _____
Jeff Stone
Chair, Board of Supervisors

John R. [Signature] /CAPTAIN
Name/Title

Date: _____

Date: Oct. 6, 2009

Riverside County Regional Medical Center

By: *Ellie Bennett For Davey Bagley*
Douglas D. Bagley
Hospital Director/CEO

FORM APPROVED COUNTY COUNSEL
BY: *Tawny V. Lieu* 10-23-09
TAWNY V. LIU DATE

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ATTACHMENT A
SCOPE OF SERVICES

RCRMC shall provide the Sexual Assault Services listed below, but not limited to, for all victims of sexual assault.

- Evidentiary Exam – proper collection and preservation of evidence, including chain of custody
- Medical Screening Examination
- Testing for venereal disease and pregnancy
- Proctoring for new examiners
- Social Services Consultation
- Report Preparation

Sexual Assault Follow – up services

- Examination for test results, additional laboratory testing and follow up Social Services Consultation
- Case consultation

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ATTACHMENT B
PAYMENT PROVISIONS

In consideration of services provided by RCRMC, pursuant to this Agreement, RCRMC shall be entitled to receive payment from HPD in accordance with the fee schedule noted below:

Sexual Assault Examination	\$900 per examination
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County, through the Riverside County Regional Medical Center, shall submit to HPD within thirty (30) days of the conclusion of each calendar month an itemized statement of the cost for services being charged for said month. HPD shall remit payment to RCRMC within thirty (30) days after receipt of such statement.