

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

656



FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
August 8, 2013

SUBJECT: Approval of the Professional Services Agreement between the County of Riverside and the Corona Police Department.

RECOMMENDED MOTION:

- 1) Ratify the professional services agreement with Corona Police Department effective July 1, 2013; and
- 2) Direct the Clerk of the Board to retain one (1) copy and return two (2) copies of the executed agreement to Riverside County Regional Medical Center.

BACKGROUND: Riverside County Regional Medical Center (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 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 examination provided for Corona Police Department.

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

(continued on Page 2)

DB:cg

Douglas D. Bagley
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:	13/14

SOURCE OF FUNDS: Revenue from Corona 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 Courmoyer*
Debra Courmoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Tavaglione and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone and Benoit

Nays: None

Absent: Ashley

Date: September 10, 2013

xc: RCRMC

Kecia Harper-Ihem
Clerk of the Board

By: *[Signature]*
Deputy

Prev. Agn. Ref.:

District: 2

Agenda Number:

3-74

ATTACHMENTS FILED

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KPNIS
DATE: 8/12/13
Departmental Concurrence

Dep't Recomm.: ☐ Policy ☒ Policy
Per Exec. Ofc.: ☐ Consent ☒ Consent

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER
AND
CORONA POLICE DEPARTMENT**

This Agreement is made and entered into by and between the County of Riverside, (COUNTY), a political subdivision of the State of California, on behalf of the Riverside County Regional Medical Center, hereinafter referred to as RCRMC, and the City of Corona, hereinafter referred to as CITY. In consideration of the mutual promises, covenants and conditions hereinafter contained the PARTIES hereto mutually agree as follows:

I. Responsibilities of RCRMC:

RCRMC shall do the following:

- A. Provide professional personnel trained in examining sexual assault victims.
- B. Provide trained staff available on-site for sexual assault examinations.
- C. Provide medical services to meet the evaluatory and evidentiary needs for the prosecution of sexual assault cases. Services shall be provided as outlined in the Scope of Services that appears as Attachment A, attached hereto and incorporated herein by this reference.
- D. Provide continual Quality Assurance and training.
- E. Provide Office of Emergency Services Form 923 pertaining to the initial examination of the sexual assault victim and biological evidence.
- F. Develop and implement protocols for SART operations and procedures.

II. Responsibilities of CITY:

CITY shall do the following:

- A. Assign staff to be the liaison among the parties hereto.
- B. Obtain initial crime report.

1 C. Transportation of sexual assault victims.

2 **III. Joint Responsibilities:**

3 RCRMC and CITY shall do the following:

4 A. Act in compliance with Penal Code sections 11160, 11162, 13823.5,
5 13823.11, 13823.9, 13823.93, Health and Safety Code Section 1281 and any
6 other laws and regulations pertinent to the reporting, investigation, assessment,
7 evaluation, and prosecution of sexual assault.

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

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

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

13 **IV. GENERAL PROVISIONS**

14 **A. EFFECTIVE PERIOD**

15 This Agreement shall be effective for a one (1) year term, commencing on July 1,
16 2013 and expiring on June 30, 2014, and automatically renew on a year-to-year
17 basis unless otherwise terminated as provided herein. Any renewal requiring a
18 supplemental appropriation of funds must be approved by the City.

19 **B. TERMINATION**

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

23 **C. INDEPENDENT CAPACITY**

24 Each party shall act in an independent capacity and not as an agent or employee
25 of the other.

1 D. INDEMNIFICATION

2 CITY shall indemnify and hold harmless the County of Riverside, its Agencies,
3 Districts, Special Districts and Departments, their respective directors, officers,
4 Board of Supervisors, elected and appointed officials, employees, agents, and
5 representatives (the "COUNTY'S Indemnified Parties") from any liability
6 whatsoever, including but not limited to, property damage, bodily injury, or death,
7 based or asserted upon any services of CITY, its officers, employees,
8 subcontractors, agents or representatives arising out of or in any way relating to
9 this Agreement and CITY shall defend at its sole expense and pay all costs and
10 fees, including but not limited to, attorney fees, cost of investigation, defense and
11 settlements or awards, on behalf of the COUNTY'S Indemnified Parties in any
12 claim or action based upon such liability.

13 COUNTY shall indemnify and hold harmless CITY, its officers, employees,
14 subcontractors, agents or representatives (the "CITY'S Indemnified Parties") from
15 any liability whatsoever, including but not limited to, property damage, bodily
16 injury, or death, based or asserted upon any service of COUNTY, its Agencies,
17 Districts, Special Districts and Departments, their respective directors, officers,
18 Board of Supervisors, elected and appointed officials, employees, agents and
19 representatives arising out of or in any way relating to this Agreement and
20 COUNTY shall defend at its sole expense and pay all costs and fees, including
21 but not limited to, attorney fees, cost of investigation, defense and settlements or
22 awards, on behalf of the Indemnified Parties in any claim or action based upon
23 such liability.

24 With respect to any action or claim subject to indemnification herein, the
25 indemnifying party shall, at their sole cost, have the right to use counsel of their

1 choice and shall have the right to adjust, settle, or compromise any such action or
2 claim without the prior consent of the indemnified party; provided, however, that
3 any such adjustment, settlement or compromise in no manner whatsoever limits
4 or circumscribes the indemnifying party's obligation to indemnify as set forth
5 herein.

6 Indemnifying party's obligation hereunder shall be satisfied when they have
7 provided the indemnified party the appropriate form of dismissal relieving the
8 indemnified party from any liability for the action or claim involved.

9 The specified insurance limits required in this Agreement shall in no way limit or
10 circumscribe the indemnifying party's obligation to indemnify as set forth herein.

11 In the event there is conflict between this clause and California Civil Code Section
12 2782, this clause shall be interpreted to comply with Civil Code 2782. Such
13 interpretation shall not relieve the indemnifying party's obligation to provide
14 indemnification to the fullest extent allowed by law.

15 E. CONFIDENTIALITY

16 The parties hereto shall maintain the confidentiality of all information and records
17 and comply with all other statutory laws and regulations relating to privacy and
18 confidentiality

19 F. LICENSES AND PERMITS

20 In accordance with the provisions of Chapter 9 of Division 3 of the Business and
21 Professions Code concerning the licensing of Contractors, all parties shall be
22 licensed, if required, in accordance with the laws of this State and any party not
23 so licensed is subject to the penalties imposed by such laws.

24 G. ASSIGNMENT

25 The parties hereto shall not assign any interest in this Agreement and shall not

1 transfer any interest in the same, whether by assignment or novation, without the
2 prior written consent of the other.

3 H. COMPLIANCE WITH RULES, REGULATIONS, AND REQUIREMENTS

4 The parties shall comply with all rules, regulations, and requirements of
5 applicable state and federal regulatory agencies which impose duties and
6 regulations upon RCRMC and CITY, which are equally applicable and made
7 binding upon both parties as though made with each party directly.

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

9 The parties to this Agreement are subject to all relevant requirements contained
10 in the Health Insurance Portability and Accountability Act of 1996 (HIPPA), and
11 the laws and regulations promulgated subsequent thereto. The parties hereto
12 agree to cooperate in accordance with the terms and intent of this Agreement for
13 implementation of relevant law(s) and/or regulations promulgated under this Law.

14 The parties hereto further agree that they shall be in compliance, and shall
15 remain in compliance with the requirements of HIPAA, and the laws and
16 regulations promulgated subsequent hereto, as may be amended from time to
17 time.

18 J. COMPENSATION

19 Compensation shall be paid in accordance of the terms outlined in Attachment B
20 of this Agreement, attached hereto, for the total sum not to exceed Fifty
21 Thousand Dollars (\$50,000). The invoices shall be delivered to the City to the
22 address listed in Section IV.L below.

23 K. MODIFICATION OF TERMS

24 No addition to or alteration of the terms of this Agreement, whether by written or
25 verbal understanding of the parties, their officers, agents, or employees, shall be

valid unless made in writing and formally approved and executed by both parties.

L. NOTICES

All notices and/or correspondence authorized or required by this Agreement shall be address as follows:

RCRMC: Riverside County Regional Medical Center
Contracts Administration
26520 Cactus Avenue
Moreno Valley, CA 92555

CITY: Corona Police Department
730 Corporation Yard Way
Corona, CA 92880

M. ENTIRE AGREEMENT

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

(signatures on following page)

/////

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

2
3 COUNTY OF RIVERSIDE

4 By:


John Benoit
Chair, Board of Supervisors

CITY OF CORONA


City Manager

5
6 Date: SEP 10 2013


Date: 7-30-13

7
8
9 Riverside County Regional Medical Center


Attest:


City Clerk

10
11 By:


Douglas D. Bagley
Hospital Director/CEO

Concurs:


Chief of Police

12
13 Date:

8/13/13

Approved as to form;

14 ATTEST:

KEQIA HARPER-IHEM, Clerk

15 By:


DEPUTY


Deputy City Attorney

16
17 FORM APPROVED COUNTY COUNSEL

18 BY:


NEAL R. KIRNIS

DATE 8/20/13

1 ATTACHMENT A
2 SCOPE OF SERVICES

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

- 5
- 6 • Evidentiary Exam – proper collection and preservation of evidence, including chain of
 - 7 custody
 - 8 • Medical Screening Examination
 - 9 • Testing for venereal disease and pregnancy
 - 10 • Proctoring for new examiners
 - 11 • Social Services Consultation
 - 12 • Report Preparation
- 13

14 Sexual Assault Follow – up services

- 15 • Examination for test results, additional laboratory testing and follow up Social Services
 - 16 Consultation
 - 17 • Case consultation
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1 ATTACHMENT B

2 PAYMENT PROVISIONS

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

7 Sexual Assault Examination \$900 per examination

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9 County, through the RCRMC, shall submit to CITY itemized statement of the cost for
10 services being charged. CITY shall remit payment to RCRMC within thirty (30) days after
11 receipt of such statement.
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