

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



ITEM: 3.13  
(ID # 17111)

**MEETING DATE:**

Tuesday, November 16, 2021

**FROM :** SHERIFF-CORONER-PA:

**SUBJECT:** SHERIFF-CORONER-PA: Ratify and Approve as a Single Source Vendor the Agreement with Eisenhower Medical Center for Medical Services for the Collection of Evidence in Sexual Assault Cases for Two (2) Years. All Districts; [Two Year Total Cost - \$120,000; Up to \$12,000 in Additional Compensation; 100% Sheriff's General Fund]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and approve the Agreement with Eisenhower Medical Center for medical services for the collection of evidence in sexual assault cases without seeking competitive bids for an aggregate amount of \$120,000 for two years through June 30, 2023, and authorize the Chair of the Board to sign the Agreement on behalf of the County; and,
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to: sign amendments that exercise the options of the Agreement, including modifications of the scope of service that stay within the intent of the Agreement, and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total cost of the agreement.

**ACTION:**Policy

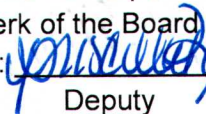
  
Donald Sharp, Assistant Sheriff 11/3/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: November 16, 2021  
xc: Sheriff-Coroner-PA

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 60,000	\$ 60,000	\$ 132,000	\$ 0
<b>NET COUNTY COST</b>	\$ 60,000	\$ 60,000	\$ 132,000	\$ 0
<b>SOURCE OF FUNDS:</b> 100% Sheriff's General Fund			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	21/22-22/23

**C.E.O. RECOMMENDATION:** Approve

**BR: 22-026**

**Prev. Agn. Ref.: 3.60 8/18/2015**

**BACKGROUND:**

**Summary**

Penal Code Section 13823.9(b) requires that Counties with more than 100,000 residents shall arrange to have professional personnel, trained in examining sexual assault victims, conduct exams to collect forensic evidence.

To ensure an adequate level and a consistent exam rate in the eastern area of the County, the Sheriff's Department has negotiated an agreement with Eisenhower Medical Center (EMC) in Rancho Mirage for the hospital to provide these exams for the period from July 1, 2021 through June 30, 2023. All anticipated costs have been included in the FY21/22 budget submission; therefore, no budget adjustment is necessary.

**Impact on Residents and Businesses**

The residents and business owners of Riverside County will benefit from EMC's professional personnel, trained in examining sexual assault victims, obtaining evidence that will be used to identify and/or convict the perpetrator.

**Contract History and Price Reasonableness**

EMC's proposed services fees are similar to a health care provider who provides services to the western area of the County. Pricing related to forensic evidentiary exams, non-investigative reporting exams, acute domestic violence and/or strangulation exams, follow up exams, incomplete SART exams, and suspect forensic evidentiary exams can be found in section three of the Agreement.

Sexual assault examinations should not exceed an aggregated amount of \$120,000 through June 30, 2023. This amount includes a 10% contingency of the total contract amount, which is \$12,000, to allow for additional service and support cost.

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

**ATTACHMENTS:**

- Approved Single Source Justification
- Agreement Concerning the Provision of Certain Clinical Services for the Purpose of Obtaining Criminal Evidence by and Between Riverside County Sheriff's Department and Eisenhower Medical Center - 3 copies



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Suzanna Heckley, Assistant Director of Purchasing and Fleet Service

11/3/2021



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Gregory L. Priamos, Director County Counsel

10/27/2021



Use this form to submit a single or sole source requisition for review by your Buyer and/or Procurement Contract Specialist. All procurements valued **\$5,000 or more** must seek competitive bids from a minimum of three suppliers, or the expectation that three or more suppliers will respond, or be justified by a Single/Sole Source. All purchases exceeding **\$50,000** require a formal public bid. Procurement's may not be artificially segregated to lesser dollar amounts for the purpose of bypassing this requirement.

Sole/Single Source service requests that are greater than **\$50,000** require additional Board of Supervisors approval.

### Supplier Details

**Vendor** Eisenhower Medical Center  
**Fulfillment Address** CCorp - Med/Hosp Pmts:  
 (preferred)  
 PO Box 845798  
 Los Angeles, California 90084-5798  
 United States  
**Vendor Phone** +1 760-837-8974

### Distribution

The system will distribute purchase orders using the method(s) indicated below:

Check this box to customize order distribution information. ✓

Contract

### Background Information

**Please indicate if this is a single or sole source below**

Sole Source

**Have you previously requested and received approval for a sole/single source request for this vendor for your department?**

Yes

**If selected "yes", please provide the approved SSJ# below**

SSJ# 20-010

**If selected "yes", was the request approved for a different project?**

No

### Purchase Details

#### 1. Supply/Service being requested:

Medical services to conduct sexual assault forensic medical examinations for victims of sexual assault.

#### 2. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

Each health care system provides a Sexual Assault Nurse Examiner who has completed a 40-hour didactic training course and completed an orientation process, which includes required competencies to conduct forensic evidentiary examinations.

### Current Year Cost

#### 6. Identify all costs for this requested purchase.

You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.

Eisenhower Medical Center also provides access to the Sexual Assault Response Team, seven days a week, 24 hours per day. Health care providers assess patients for acute medical needs and provide stabilization, treatment, and/or consultation.

**3. Reasons why my department requires these unique features and what benefit will accrue to the county:**

The services Eisenhower Medical Center provides are vital to obtaining evidence used to identify and convict the perpetrator. Sexual violence is a very serious problem in our Nation. All members of society are vulnerable to this crime, regardless of race, age, gender, ability, or social standing. When sexual assault does occur, victims deserve competent and compassionate care.

Penal Code Section 13823.9(b) requires Counties with more than 100,000 residents shall arrange to have professional personnel trained in examining sexual assault victims conduct exams to collect forensic evidence. SB 534 (Corbett), effective January 1, 2012, implementing Federal Violence Against Women Act of 2005 requirements, amended Penal Code Sections 13823.7, 13823.13, and 13823.95: All victims of sexual assault who request a sexual assault forensic medical examination shall be provided one, and the cost of the examination cannot be charged directly or indirectly to the victim. The cost of the sexual assault forensic medical examination shall be the responsibility of the law enforcement agency in the jurisdiction where the alleged crime occurred.

**4. Period of Performance** 7/1/2021

**From:**

**Period of Performance To:** 6/30/2023

**Is this an annually renewable contract or is it fixed term?**

Annually Renewable

**5. Price Reasonableness:**

The proposed service fees are comparable to a health care provider who provides services to the west division of the county. The prices/rates offered to RSO are equal or greater in discounts offered to other law enforcement agencies in Southern California. The rates are reasonable and in line with current market trend analysis and reflect an increase that aligns with the Consumer Price Index. The vendor agrees to maintain the following service rates throughout the term of the agreement:

- Acute SART exam/ non-investigative reporting exam: \$1,200
- Acute domestic violence/ strangulation exam: \$800
- Follow-up exams (up to three per patient without authorization): \$300
- Incomplete SART exams: \$550
- Suspect Forensic Evidentiary Exam \$450

10/19/2021

*Describe* all current fiscal year costs associated with this procurement in the box below. Insert all one time costs associated with this project in the table below.

*Insert all current fiscal year costs in the table below.* Label the 'description' as the item that is being purchased.

Current FY Costs

Description	Price
FY21/22	60,000.00

*Enter all additional FY costs in the table below.* Only enter one fiscal year cost per line and identify the fiscal year that it pertains to. Fiscal year is from 7/1/00 to 6/30/00.. Example : FY 18/19 \$200

FY FY21/22 \$60,000

FY FY22/23 \$60,000

FY

FY

FY

Additional FY Cost

*Describe all additional costs associated with this procurement in the box below.* Include the dollar amounts for subsequent fiscal years if it differs from above.

**Current Year Cost Total: 60,000.00**

Projected Board of  
Supervisor Date (if  
applicable):

**Commodity Code**

95271

### Supporting Documentation

If this request is for professional services, attach the service agreement to this sole source request. The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law.

Additional supporting documentation includes:

- Previously approved SSJ's
- other

For all other requests, attach the vendor's cost proposal

Internal Attachments

### Purchasing Approval

	Approved by	Date Approved	Approval Conditions/Comments
<b>This section to be filled out by Purchasing Management only upon approval.</b>	Suzanna Hinckley	10/8/2021	Eisenhower is the designated SAFE Hospital for the Western region of Riverside County. The service they provide is mandated by the State of California. RSO also utilizes Forensic Nurses of So Cal for another demographic location. Need to review if this could qualify for Ordinance 459 exemptions for state mandates.

**Total 60,000.00**

**AGREEMENT CONCERNING THE PROVISION OF CERTAIN CLINICAL  
SERVICES FOR THE PURPOSE OF OBTAINING CRIMINAL EVIDENCE  
BETWEEN THE COUNTY OF RIVERSIDE  
AND EISENHOWER MEDICAL CENTER**

THIS AGREEMENT CONCERNING THE PROVISION OF CERTAIN CLINICAL SERVICES FOR THE PURPOSE OF OBTAINING CRIMINAL EVIDENCE ("AGREEMENT") is made and entered into by and between EISENHOWER MEDICAL CENTER, a California nonprofit public benefit corporation ("EMC"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("COUNTY").

WHEREAS, EMC provides emergency services seven days a week, 24 hours per day, and is fully credentialed by the Department of Health Services of the State of California; and

WHEREAS, COUNTY will need to transport persons to EMC and may authorize certain procedures for the purpose of obtaining evidence.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

**1. TERM, TERMINATION**

This agreement shall be effective July 1, 2021 through June 30, 2023. Either party may terminate this agreement without cause upon thirty (30) days written notice. This agreement may be extended for one (1) year successive term (a "Term Extension"), but only through mutual written agreement of the parties.

**2. SCOPE OF SERVICE FOR "SEXUAL ASSAULT EXAMINATIONS"**

- a. EMC shall provide a Sexual Assault Nurse Examiner who has completed a 40-hour didactic training course and completed an orientation process, which includes EMC's required competencies to conduct forensic evidentiary examinations. EMC also agrees to provide access to the Sexual Assault Response Team, seven days a week, 24 hours per day.
  - i. In extreme cases when a Forensic Nurse is not available to conduct such exam, COUNTY may be referred to Riverside County Regional Medical Center for a forensic evidentiary examination and will pay the standard contract rate charged by their agency.
  - ii. EMC will contact the watch commander in the event of such circumstances.
- b. EMC represents and maintains that its personnel are skilled in the professional field necessary to perform all services, duties and obligations required by this agreement for "Sexual Assault Examinations". EMC shall perform the services and duties in conformance to and consistent with the standards generally

recognized as being employed by professionals in the same discipline in the State of California. EMC further represents and warrants to COUNTY that it has, and shall maintain throughout the term of this agreement, all licenses, permits, qualifications and approvals of regulatory and mandatory agencies to practice medicine in the State of California.

- c. Any services authorized by COUNTY or designee are intended solely for the purpose of medical information and evidence and will not cover the medical treatment of any person.
- d. COUNTY will order a Sexual Assault Examination (“SAE”) for the documentation and collection of evidence at EMC.
- e. The requesting officer or other designee of the law enforcement officer ordering the SAE shall be COUNTY’s authorization for such services to commence and to reimburse EMC at the agreed upon service rate.
- f. The EMC Sexual Assault Nurse Examiner (“SANE”) will conduct a full forensic evidentiary exam based on patient history, in accordance with EMC’s policies and procedures.
- g. COUNTY will be responsible for transporting the victim to and from EMC, unless the patient has arranged their own transportation.
- h. Proper chain of custody will be maintained throughout the examination process.
- i. The officer taking custody of the evidence will sign the chain of custody form and any other forms that may require an official’s signature.
- j. The case report and photographic evidence will be submitted to COUNTY within 48 hours via our encrypted server following a case review process.

**3. SERVICES RATE FOR SEXUAL ASSAULT EXAMINATIONS**

The following service rates shall include the Registered Nurses salaries, and benefits, nurses stand-by pay, nurses training, nurses education and competency validation, clerical support, quality improvement training and supplies:

Forensic Evidentiary Exam & Non Investigative Reporting Exam	\$1200
Acute Domestic Violence/ Strangulation Exam	\$800
Follow Up Exams (up to 3 per Patient Without Authorization)	\$300



Incomplete SART Exams (At Least History Has Been Taken)	\$550
Suspect Forensic Evidentiary Exam	\$450

Agencies may submit the documentation set forth in Attachment 1, which is attached hereto and made a part hereof, to The Office of Emergency Services for reimbursement of \$300.00.

**4. NON-INVESTIGATIVE REPORTING EXAMS (“NIRE”)**

**Section 4-11 are related to the Non-investigate reporting exams**

The Violence Against Women and Department of Justice Re-authorization Act of 2005 (“VAWA”) mandates that states may not require a victim of sexual assault to participate in the criminal justice system or cooperate with law enforcement in order to be provided with a forensic medical exam.

**5. PROCESS**

Patients presenting the EMC with such a request will be provided a forensic evidentiary exam. The following is the process for the NIRE:

- a. The EMC SANE will contact 911 or call the appropriate phone number for COUNTY to obtain an Incident Report (“IR”) or NIRE number. The IR or NIRE number will serve as the patient identifier.
- b. The Forensic Exam Report Form will have the victim’s name, demographic data and IR or NIRE number as well as EMC’s report number. The original of this form will be kept in the standard confidential manner by the program coordinator and/or designee
  - i. Report will be released to law enforcement upon patient’s request to move forward with a standard investigation.
- c. The forensic exam will be conducted per CalEMA's Adolescent Adult exam process.
  - i. Photographic evidence will be marked and kept in the standard confidential manner by the program coordinator and/or designee.
  - ii. The Evidence or Sexual Assault Evidence kits, blood and urine kits and clothing will be marked with the IR number and released to the appropriate law enforcement agency having jurisdiction.
  - iii. The evidence destruction date will be noted on the kits.

- iv. Destruction date 2 years from the initial exam date.
- v. Patient will be notified by law enforcement ninety days prior to evidence destruction date.
- d. Additional medical documentation by hospital personnel will follow the standard hospital protocols and will not be released without signed authorization from the patient.

## **6. EXCEPTIONS TO THE NIRE**

The NIRE option is not applicable to the following patient population:

- a. Patient who has a mental disability and/or has a medical conservator.
- b. Spousal Abuse/Domestic Violence patients.
- c. Event occurred in a home where minors may be living where the known assailant is residing.

## **7. RELEASE OF EVIDENCE/CLOTHING**

If the patient decides prior to the 2 year mark that they *do not wish to move forward with standard reporting* and would like their evidence/clothing returned, the patient **must** return to the emergency department and sign a termination of NIRE Form. The patient will be referred to the agency storing the evidence and present a copy of the form.

- a. The original IR or NIRE number will be documented on the form to ease locating the evidence being stored.
- b. The patient will not be able to obtain biological samples collected at the time of exam (blood, urine, etc.).

## **8. ACCESSING EVIDENCE FOR FUTURE REPORTING**

Patients will be advised that should they decide to move forward with a standard report to law enforcement, they should contact the SART Program to avoid multiple IR or NIRE numbers being assigned. The patient's evidence and documentation will be accessed using said number through the SART Program. An updated authorization form will be signed by the patient and submitted to the law enforcement agency with jurisdiction over the case, and where the evidence is currently being stored.

- a. In the event the patient reports to law enforcement directly, law enforcement may contact the SANE Coordinator and obtain the initial number assigned to the patient.

- b. The SANE Coordinator will track names of alleged perpetrators if known. Victims will be given the option of being contacted by the SART program if the alleged perpetrator is reported by another victim.

#### **9. PERMANENT EVIDENCE DESTRUCTION**

Before a law enforcement agency destroys any evidence held for an NIRE, they will contact the patient ninety days before the kit destruction date. The patient will be advised of the pending evidence destruction using the contact information provided on the suspicious injury report form.

- a. If a victim notifies the SART Program that they *do not wish to have the evidence held any longer*, the Program Coordinator will request the victim present to the emergency room to sign an evidence release form. The Program Coordinator and/or designee will notify the appropriate law enforcement agency where the evidence is being stored, and request that the evidence be destroyed per local protocol. If clothing items were obtained upon initial exam, the patient will be referred to the agency storing the clothing evidence.
- b. Law enforcement agencies storing the evidence may choose to hold the evidence for longer than 2 years.

#### **10. CHANGING TO A STANDARD REPORT**

The law enforcement agency with legal jurisdiction will be notified of the patient's desire to move forward with an investigation and the patient will be referred to the jurisdictional law enforcement agency for interview.

#### **11. SCOPE OF SERVICE FOR "SUSPECT EXAMINATIONS"**

- a. EMC shall provide a Registered Nurse or a Licensed Vocational Nurse who has completed orientation process, which includes EMC's required competencies to conduct "Suspect Examinations". EMC also agrees to provide access to the Registered Nurse or Licensed Vocational Nurse, seven days a week, 24 hours per day.
- b. EMC represent and maintains that its personnel are skilled in the professional field necessary to perform all services, duties, and obligations required by this agreement for "Suspect Examinations." EMC shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. EMC further represents and warrants to the COUNTY, that it has and shall maintain throughout the term of this Agreement, all licenses, permits, qualifications and approvals of regulatory and mandatory agencies to practice medicine in the State of California.

- c. The presenting officer or designee of COUNTY shall remain with the patient until all medical procedures are completed. At no time shall an arrestee be left unattended by the presenting officer or designee. In addition, the presenting officer or designee must provide 30 minutes advance notice when bringing in an arrestee, and check in with EMC's security department upon arrival at EMC. This will be accomplished by a COUNTY dispatcher or law enforcement officer calling EMC's Emergency Department and asking to speak with the "Charge Nurse." The Charge Nurse will alert security personnel assigned to the ER to be expecting law enforcement at the ambulance entrance within 30 minutes, and will direct the officer to the assigned room.
- d. Presenting officer or designee must comply with facility's security protocols at all times. Facility Security Personnel will orient the COUNTY law enforcement official to emergency and communication procedures outline as follows:
  - i. The COUNTY law enforcement official is responsible for providing security for the custody patient.
  - ii. The COUNTY law enforcement official must arrange for break relief of their officers.
  - iii. The COUNTY law enforcement official will communicate with Security Personnel, the degree of security required.
  - iv. Upon arrival to EMC, the COUNTY law enforcement officials will provide Nursing Services and/or Security with appropriate identification.
- e. Presenting officer or designee of COUNTY will sign the "Forensic Orientation Guidelines and Acknowledgment Form (EMC 2010)". A copy of signed form will be provided to the law enforcement official and the original will remain with EMC.
- f. Any service authorized by COUNTY, or designee, are intended solely for the collection of medical information and evidence, and will not cover the medical treatment of any person.

## **12. BILLING PROCEDURES**

EMC will bill COUNTY on a monthly basis. The COUNTY will remit all payments for services within 90 days after services have been provided.

## **13. INDEPENDENT CONTRACTOR**

- a. EMC is, for the purpose arising out of this Agreement, an Independent Contractor, and shall not be deemed an employee of COUNTY. It is expressly

understood and agreed that EMC and its employees shall in no event, as a result of the Agreement, be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. EMC hereby holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of the Agreement.

- b. It is further understood and agreed by the parties hereto that EMC in the performance of its obligation hereunder is subject to the control or direction of COUNTY merely as to the result to be accomplished by the services and not the methods for accomplishing the results.

#### **14. HOLD HARMLESS**

Each party shall hold harmless the other party and their respective directors, officers, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of EMC, its officers, employees, subcontractors, agents or representatives arising out of in any way relating to the Agreement, including but not limited to property damage, bodily injury, death or any other element of any kind or nature whatsoever including fines, penalties or any other costs resulting from any reason whatsoever arising from the performance of the indemnifying party, its officers, agents, employees, subcontractors, agents or representatives under the Agreement.

#### **15. INSURANCE**

EMC shall procure and maintain or cause to be maintained, at its sole cost and expense, insurance coverage's during the term of this Agreement.

- a. **Workers' Compensation** EMC shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) Including Occupational Disease with limits not less than \$1,000,000 per person per accident.
- b. **Commercial General Liability** Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage and employment practices liability covering claims which may arise from or out of EMC's performance of its obligations hereunder. Policy shall name the COUNTY as the additional insured. Policy limits of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.
- c. **Professional Liability Insurance** EMC shall maintain Professional Liability Insurance providing coverage for EMC's performance of work included within

this Agreement, with a limit of liability not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If EMC's Professional Liability Insurance is written on a "claims made" basis rather than an occurrence basis, such insurance shall continue through the term of the Agreement and EMC shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of , or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that EMC has maintained continuous coverage with the same or original insurer. Coverage provided under item 1), 2), 3) will continue for a period of five (5) years beyond the termination of Agreement.

**d. General Insurance Provisions – All Lines**

- i. Any insurance carrier providing insurance coverage hereunder shall be licensed by the State of California and have a rating of not less than an A, unless such requirements are waived by COUNTY's Risk Manager or designee. If COUNTY's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.
- ii. EMC's insurance carrier(s) shall furnish COUNTY with either: 1) properly executed original Certificate(s) or insurance and certified original copies of endorsements effecting coverage as required herein; or 2) if requested to do so in writing by COUNTY's Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. ***EMC shall not commence services until furnishing COUNTY with original Certificate(s) of Insurance and certified original copies of endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsement for each policy and the Certificate of Insurance.***
- iii. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- iv. **COUNTY's Reserved Rights—Insurance.** If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or performance of work; or there is a material change in equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft), COUNTY reserves the right to adjust the types of insurance required under the Agreement and the monetary limits of liability for the insurance coverage's currently require herein if, in the

COUNTY's Risk Manager's reasonable judgment, the amount or type of insurance carried by EMC has become inadequate.

#### **16. GOVERNING LAW, JURISDICTION, SEVERABILITY**

This Agreement and its construction and interpretation as to validity, performance and breach shall be construed under the laws of the State of California. Any legal Actions related to this Agreement shall be filed in the appropriate court of the State of California located in Riverside, California. In the event any provision in his Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. Should Federal Law modify or nullify any of the provisions of this Agreement, Federal Law will prevail under the doctrines of sovereign immunity and preemption.

#### **17. CONFIDENTIALITY**

- a. EMC agrees to maintain the confidentiality of all client information in accordance with all applicable federal, state and local laws and regulations. EMC shall ensure it keeps confidential the names, addresses, phone numbers and any other individually identifiable information concerning clients and the services they receive. EMC shall not divulge any client information to any unauthorized person.
- b. EMC shall maintain the confidentiality of all client records that it receives or sends to COUNTY. Records include, but may not be limited to, claims that include individually identifiable client information, individually identifiable health records and information and/or Management information Systems records. EMC shall use reasonable safeguards to prevent unauthorized access to records. EMC shall notify COUNTY immediately of any breach or suspected breach of client information via unauthorized access.
- c. Applicable confidentiality law include, but are not limited to, California Welfare & Institutions Code Sections 5328 through 5330, inclusive; 45 CFR Section 205.50; 45 CFR Parts 160 and 164, et seq. and 42 CFR-Chapter 1, Part 2. EMC shall require all its officers, employees, and agents providing services hereunder to acknowledge understanding of and agreement to fully comply with such confidentiality provisions.

#### **18. ALTERATION OF TERMS**

No addition to, or alteration of, the term of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement, which is executed by both parties.

## **19. CUSTODIAN OF REPORTS**

The parties understand and agree that as an independent contractor, EMC is providing work product to COUNTY in the form of a report(s) which may include ancillary materials such as photographs. Upon receipt from EMC, COUNTY owns and controls the work product, is the custodian of such materials and will store the work product in compliance with all applicable laws. As the work product custodian, COUNTY will handle and respond to all third-party requests for such materials. EMC will direct all requests for work product to COUNTY. The parties understand and agree that any copies of work product that EMC retains are for EMC internal purposes only.

## **20. ELECTRONIC ACCESS TO CASE FILES**

EMC shall provide COUNTY with electronic access to case files in accordance with the terms and conditions set forth in Exhibit A, attached hereto and incorporated herein by this reference. COUNTY agrees to comply with the terms and conditions set forth in Exhibit A. EMC may immediately terminate COUNTY's access to electronic case files at any time for any reason including COUNTY's failure to comply with Exhibit A.

## **21. NOTICES**

Any notices required or desired to be served by any party upon the other shall be addressed to the respective parties as set forth below or to such other addresses as from time to time may be designated by the respective parties:

EMC  
Eisenhower Medical Center  
Attn: Legal Department  
39000 Bob Hope Drive  
Rancho Mirage, CA 92270

County of Riverside  
Riverside County Sheriff's Department  
Attn: Purchasing Unit  
4095 Lemon Street, Third Floor  
Riverside, CA 92501

*SIGNATURES ON NEXT PAGE*



THE PARTIES HERETO have executed this Agreement effective July 1, 2021.

**COUNTY OF RIVERSIDE**, a political  
subdivision of the State of California

By: Karen S. Spiegel  
Name: Karen Spiegel, Chair

Title: Board of Supervisors

Date: 11/16/2021

**EISENHOWER MEDICAL CENTER**

By: B. Farber

Name: Benjamin Farber

Title: VP, Patient Care/CNO

Date: 10/25/21

FORM APPROVED COUNTY COUNSEL

BY: Lisa Sanchez 10/25/2021  
LISA SANCHEZ DATE

ATTEST:

KECIA R. HARPER, Clerk

By: [Signature]  
DEPUTY

**ATTACHMENT 1**

**SUBMIT ON LETTERHEAD  
INVOICE FOR CAL OES 2-924 EXAM REIMBURSEMENT ONLY  
MAXIMUM REIMBURSEMENT = \$300 PER EXAM**

**NAME OF LAW ENFORCEMENT AGENCY:** \_\_\_\_\_

**ADDRESS OF AGENCY:**

\_\_\_\_\_

<b>STREET</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>
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**ADDRESS TO MAIL REIMBURSEMENT CHECK:**

\_\_\_\_\_

<b>STREET</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>
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**EXAM CASE NUMBER:** \_\_\_\_\_ **DATE OF EXAM:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Victim declined to cooperate with law enforcement and a Cal OES 2-924 Exam was performed.

Cal OES 2-923 Exam not performed and reimbursement for this exam is not being requested.

**NAME OF AGENCY CONTACT PERSON:** \_\_\_\_\_

**AGENCY CONTACT PERSON'S TELEPHONE:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**NAME OF OFFICER IN CHARGE OF THE SEXUAL ASSAULT INVESTIGATIONS:**

**NAME:** \_\_\_\_\_ **TELEPHONE:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**TOTAL AMOUNT REQUESTED: #** \_\_\_\_\_ **EXAMS X (\$300.00 PER EXAM) = \$** \_\_\_\_\_

**MAIL OR EMAIL TO:**

Roseann St. Clair  
Office of Emergency Services  
3650 Schriever Avenue  
Mather, CA 95655  
[roseann.stclair@caloes.ca.gov](mailto:roseann.stclair@caloes.ca.gov)

**Please maintain records of these cases to determine how many activate law enforcement investigation.**

Cal OES (2014)

## **EXHIBIT A**

### **TERMS AND CONDITIONS OF ACCESS AND USE**

#### **I. Terms of Access**

- a. Information accessed and/or retrieved from EMC's electronic case file system ("ECFS") is intended only for the review and/or use of authorized COUNTY law enforcement personnel for legitimate business needs. Access and/or retrieval of information from the ECFS for any other purpose is expressly prohibited.
- b. COUNTY law enforcement's access to the ECFS will be recorded electronically, and ECFS access may be audited by EMC at any time on a random basis or for cause. COUNTY consents to having its access to the ECFS recorded, audited or reviewed at any time.

#### **II. Agreements and Conditions of Access and Use**

In consideration for the use of ECFS, COUNTY agrees to:

- a. Ensure that only authorized law enforcement personnel requiring access to the ECFS for legitimate business reasons are permitted to access the ECFS;
- b. Ensure that law enforcement users only access the minimum amount of information necessary;
- c. Not allow any user to share his or her authentication credentials with any other individual, or to fail to take appropriate measures to safeguard his or her authentication credentials;
- d. Use appropriate safeguards and practices to prevent unauthorized use or disclosure of ECFS information, including but not limited to ensuring users log out of ECFS before leaving their computer unattended; and
- e. Immediately report to EMC any access or use that would violate the terms of this agreement.

#### **III. Notification of Change in Personnel**

- a. COUNTY shall notify EMC immediately of any users who are terminated or no longer require access to ECFS by contacting the SART Coordinator at (760) 837-8937 or the Emergency Department Director at (760) 773-4391. COUNTY hereby represents, and shall continue to warrant, that its list of authorized users provided to EMC includes only those authorized law enforcement personnel requiring access to ECFS. EMC shall have the right to reject a user or suspend or terminate a user's access to the ECFS at any time for any reason.