

**AGREEMENT FOR LEGAL-MEDICAL EXAM SERVICES
BETWEEN
COUNTY OF SANTA BARBARA
AND
*[Law enforcement Agency]***

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and [Law Enforcement Agency] (hereafter LAW ENFORCEMENT AGENCY) having its principal place of business at XXXXXX wherein COUNTY agrees to provide the legal-medical examination services and coordination services specified herein.

WHEREAS, the Public Health Department's Sexual Assault Response Team Medical Examiners ("SART Examiners") are licensed medical practitioners who have received specialized training to perform legal-medical examinations for sexual assault and sexual abuse, and

WHEREAS, LAW ENFORCEMENT AGENCY has requested that the Public Health Department perform legal-medical examinations on its behalf, and

WHEREAS, The District Attorney's Office provides a Sexual Assault Coordinator who oversees the administrative aspects of SART and coordinates the services of partner agencies, including law enforcement agencies;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE.** Susan Klein-Rothschild at phone number (805) 681-5435 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. ***XXXX XXXXX at phone number (805) XXX XXXX*** is the authorized representative for LAW ENFORCEMENT AGENCY. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Margaret Granger
 Contracts Unit
 Public Health Department
 300 North San Antonio Road, Bldg 8
 Santa Barbara, CA 93117-1332

To ***[Law Enforcement Agency]:*** XXXX
 XXXX
 XXXX
 XXXX

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** COUNTY agrees to provide services in accordance with **EXHIBIT A** attached hereto and incorporated herein by reference.

4. **TERM.** CONTRACT shall commence on *July 1, 2008* and continue from year to year until either party provides written notice of termination as provided in Section 10 hereto.

5. **COMPENSATION OF COUNTY.** COUNTY shall be paid at the established per capita rate. The per capita rate is based on the unfunded County costs divided by the percentage of population covered by the Law Enforcement Agency's jurisdiction. The per capita rate may change annually and the County will make every effort to provide notification of changes to the per capita rate beyond the public notice process required by government code. LAW ENFORCEMENT AGENCY shall pay invoices submitted by COUNTY within thirty (30) days of submission. LAW ENFORCEMENT shall be responsible to bill any and all third party payers.

6. **INDEPENDENT CONTRACTOR.** COUNTY and LAW ENFORCEMENT AGENCY agree that the relationship created by this Agreement is that of two independent contracting parties. At no time whatsoever shall LAW ENFORCEMENT or LAW ENFORCEMENT employees be regarded as agents, servants or employees of the COUNTY as a result of the services performed pursuant to this Agreement.

7. **STANDARD OF PERFORMANCE.** The COUNTY'S SART Examiners will perform the legal-medical examinations in accordance with Public Health Department SART policies and the Office of Emergency Services protocol. SART examinations will also be conducted in concert with the Memorandum of Understanding agreement signed by all SART partners. Documentation of the examination is recorded on the Office of Emergency Service (OES) Form 923 for adolescent and adult cases. Interviews with victims are conducted in a manner that is respectful of victims, using language that is sensitive to the individual patient's needs.

8. **INSURANCE.** The County of Santa Barbara is self-insured for any general, automobile, professional and/or medical malpractice liability losses up to \$500,000 per occurrence combined single limit for bodily injury and property damage. In addition, the County is permissibly self-insured for any workers' compensation loss. The County purchases excess liability insurance with limits in excess of \$1,000,000 through the CSAC Excess Insurance Authority, a joint power authority.

9. **ASSIGNMENT.** COUNTY shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of LAW ENFORCEMENT AGENCY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

10. **TERMINATION.** Either party may terminate this Agreement upon sixty (60) days written notice to the other party.

11. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

12. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

13. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement

was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

14. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

15. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

16. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, LAW ENFORCEMENT AGENCY hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which LAW ENFORCEMENT AGENCY is obligated, which breach would have a material effect hereon.

17. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

Agreement for Legal-Medical Exam Services between the **County of Santa Barbara** and **[Law Enforcement Agency]**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

APPROVED AS TO FORM:
DANIEL J. WALLACE
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:
ELLIOT SCHULMAN
PUBLIC HEALTH DEPARTMENT

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGEMENT

By: _____
Director Public Health Department

By: _____
Risk Manager

Agreement for Legal-Medical Exam Services between the **County of Santa Barbara** and ***[Law Enforcement Agency]***.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

[Law Enforcement Agency]

By: _____

TaxID Number: _____

EXHIBIT A

STATEMENT OF WORK AND PER CAPITA RATE

SART services are funded largely through a combination of County General Fund dollars and variable grant generated revenue. At the current time, these funds are insufficient to cover the costs of financing a comprehensive SART. To ensure that the SART remains fully operational and that the highest level of services are available to the survivors of sexual assault, Law Enforcement Agency agrees to pay County an annual per capita rate based on the percent of the population living in Law Enforcement Agency's jurisdiction. Law Enforcement Agency acknowledges that other law enforcement agencies will also contribute funds based on the percent of the population living within their respective jurisdictions. The per capita rate established for Law Enforcement Agency will be reviewed on an annual basis and communicated to the Law Enforcement Agency six months prior to the beginning of each fiscal year. Law Enforcement Agency shall pay the amount assessed on or before July 1st of each year.

In consideration for the per capita rate paid by Law Enforcement Agency, the COUNTY will:

1. Provide registered nurses and physicians who have received specialized training in medical-legal examinations for survivors of sexual assault.
2. Establish a monthly calendar of specially trained examiners to respond to requests for sexual assault medical-legal examinations twenty-four hours a day / seven days a week at one of three SART sites in Santa Barbara County.
3. Perform medical-legal exams, including the collection of evidence and thorough documentation.
4. Provide medical intervention for survivors including referring them for further medical treatment and initiating Human Immunodeficiency Virus (HIV) Post- Exposure Prophylactic (PEP) for survivors at high risk of acquiring HIV as a result of a sexual assault.
5. Provide a SART Coordinator who will arrange for forensic interviews of sexual assault survivors and coordinate services across the inter-agency SART program.
6. Facilitate monthly meetings to review sexual assault cases and plan in a coordinated fashion to meet the needs of survivors.

Per Capita Rate Fiscal Year 2008-2009

Unfunded SART costs

Total SART Costs	300,181
	(192,500)
Allocate GFC	<u> </u>
Net Financial Impact (total LEA cost)	107,681