

- 005 - 51310

MEMORANDUM OF UNDERSTANDING

PLACER COUNTY DISTRICT ATTORNEY'S OFFICE,
PLACER COUNTY SEXUAL ASSAULT RESPONSE TEAM (SART),

AND

EL DORADO COUNTY SHERIFF'S OFFICE

This Memorandum of Understanding is hereby made and entered into between the above listed agencies for the purpose of providing Sexual Assault Response services for El Dorado County victims in Placer County at Sutter Auburn Faith Hospital or Sutter Roseville Medical Center or at the Placer Children's Receiving Home in Auburn.

The response shall be provided by trained Placer County Sexual Assault Forensic Examiners (SAFE), which will include the collection of a sexual assault forensic evidence kit as provided by CalEMA, colposcopic/Medscope and/or digital photos, medical treatment for STDs, and post-coital contraception per Placer County Protocol. Blood and/or toxicology samples will be obtained as indicated or by request of law enforcement.

Upon completion of the exam, the evidence kit, blood and/or urine toxicology, and the CalEMA form will be given to the requesting agency. The colposcopic/Medscope/digital photos and a copy of the CalEMA form will be submitted to the Placer County SART Coordinator. The photos can be requested by the El Dorado County District Attorney's Office from the Placer County SART coordinator, at no charge, when a case is accepted for prosecution.

Placer County SART will submit an invoice of \$1,500 to the requesting agency for an acute victim examination or \$750 for a non-acute pediatric exam, \$700 for a suspect exam. In turn, Placer SART will pay the Forensic Examiner and the hospital facility fee. In the event a SAFE Provider is called and takes action to respond to the hospital to find that an exam is not necessary after the exam has been authorized by law enforcement, the requesting agency will receive an invoice for \$300 for the aborted exam. See Attachment I for Billing Rates.

The total amount for each Fiscal Year is not to exceed \$10,000 without prior approval from El Dorado County.

Placer SART Call-out Procedure:

BEFORE BEGINNING A TRANSPORT OF A VICTIM OR SUSPECT OR BEFORE DIRECTING THE VICTIM TO THE HOSPITAL, El Dorado County Law Enforcement will contact Stand Up Placer (a member of the Sexual Assault Response Team (SART) 24/7, including nights, weekends, and holidays at (800) 575-5352 to set up the sexual assault exam. Stand Up Placer will then contact the examiner on call to determine her availability. The examiner may be on another call-out and will call the requesting agency within one (1) hour with an estimated time to do the forensic exam.

In the event a non-acute pediatric medical-forensic examination is required, law enforcement will contact Stand Up Placer, as described above, to coordinate and schedule the non-urgent exam.

GENERAL PROVISIONS

- 1. Placer County agrees to indemnify, defend and hold harmless El Dorado County and its affiliates, its directors, trustees, officers, agents and employees against all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees arising out of or resulting from the negligence of Placer County or its directors, trustees, officers, agents and employees.
- 2. El Dorado County agrees to indemnify, defend and hold harmless Placer County and its affiliates, its directors, trustees, officers, agents and employees against all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees arising out of or resulting from the negligence of El Dorado County or its directors, trustees, officers, agents and employees.
- 3. It is agreed that El Dorado County and Placer County shall each maintain at all times during the performance of this Agreement insurance coverage or self insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations. Specifically, but not limited to not less than One Million Dollars (\$1,000,000) general liability, One Million Dollars (\$1,000,000) automobile Liability, and One Million Dollars (\$1,000,000) workers' compensation.

This Memorandum of Understanding shall be effective **July 1, 2014 through June 30, 2017** and may be modified, renewed, or cancelled with respect to an individual agency by the giving of a thirty (30) day advance notice in writing to all other participating agencies.

R. SCOTT OWENS, DISTRICT ATTORNEY DATE
PLACER COUNTY DISTRICT ATTORNEY'S OFFICE

STACY MCCOY, RN DATE
PLACER COUNTY SART COORDINATOR

APPROVED AS TO FORM: PLACER COUNTY COUNSEL

By: Brett D. Huet 4/16/2014
Deputy County Counsel DATE

The El Dorado County Contract Administrator is John DeVille, Chief Fiscal Officer.

John D'Agostini 6/11/14
JOHN D'AGOSTINI, SHERIFF DATE
EL DORADO COUNTY SHERIFF'S OFFICE

BY: _____
EL DORADO COUNTY, DATE
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:
JAMES S. MITRISN, CLERK OF THE BOARD OF SUPERVISORS

BY: _____
DEPUTY CLERK DATE

ATTACHMENT 1

MEMORANDUM OF UNDERSTANDING

PLACER COUNTY SEXUAL ASSAULT RESPONSE TEAM (SART)

AND

EL DORADO COUNTY SHERIFF'S OFFICE

BILLING RATES

Adult/adolescent victim examination	\$ 1,500.00
Acute pediatric examination	1,500.00
Non-acute pediatric examination	750.00
Suspect examination	700.00
Aborted exam fee	300.00