

PROFESSIONAL SERVICE AGREEMENT

for

ADULT/ ADOLESCENT FORENSIC SERVICES

between

COUNTY OF RIVERSIDE

and

CITY OF MENIFEE



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This Professional Service Agreement for Adult/Adolescent Forensic Services (herein referred to as “Agreement”) is made and entered into this 11th day of January, 2020, by and between THE CITY OF MENIFEE, a municipal corporation of the State of California, on behalf of the MENIFEE POLICE DEPARTMENT, (herein referred to as “AGENCY”) and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as “COUNTY”), on behalf of Riverside University Health System-Medical Center (herein referred to as “RUHS-MC”). The parties agree as follows:

1. Description of Services

1.1 All services are outlined and specified in Exhibit A, Scope of Services, consisting of three (3) pages, and the prices are outlined and specified in Exhibit B, Payment Provisions, consisting of one (1) page.

1.2 COUNTY represents that it has the skills, experience, and knowledge necessary to perform under this Agreement. COUNTY shall perform consistent with the highest standards of professionals in the same discipline in the State of California.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2023, unless terminated earlier. This Agreement may be renewed by written amendment for up to two (2) additional years through June 30, 2025.

3. Compensation

3.1 AGENCY shall pay COUNTY for services performed, and as authorized by AGENCY in person or by telephone regardless of where the alleged sexual assault took place, in accordance with the terms of Exhibit B, Payment Provisions. If AGENCY authorized said services and knew or later learns the alleged sexual assault took place outside the AGENCY’s jurisdiction, AGENCY shall be responsible for charging and seeking reimbursement from the local law enforcement agency in whose jurisdiction the alleged sexual assault was committed.

3.2 COUNTY, through RUHS-MC, shall submit to AGENCY within thirty (30) days of the conclusion of each calendar month an itemized statement of the cost for services performed for said month. AGENCY shall remit payment to COUNTY within thirty (30) days after receipt of such statement.

4. Termination

4.1. Either party may terminate this Agreement without cause upon thirty (30) days written notice served upon the other party stating the extent and effective date of termination.

4.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for AGENCY's default, if AGENCY refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure.

4.3 After termination, AGENCY shall make payment for COUNTY's performance up to the date of termination in accordance with this Agreement.

5. **Disputes**

5.1 The parties shall attempt to resolve any disputes amicably at the working level.

5.2 Prior to filing of any such an action or suit relating to this Agreement, the parties agree that there will be a face to face meeting of the Police Chief of the AGENCY and the CEO of RUHS-MC for the purpose of attempting in good faith a non-judicial resolution of the underlying dispute.

6. **Licensing and Permits**

COUNTY warrants that it and the staff that will provide services under this Agreement have all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

7. **Confidentiality**

7.1 The COUNTY shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement. The COUNTY shall use such information in accordance with all applicable laws and regulations. The COUNTY shall promptly transmit to the AGENCY all third party requests for disclosure of such information. The COUNTY shall not disclose, except as otherwise specifically permitted by this Agreement, authorized in advance in writing by the AGENCY or required by law, any such information to anyone other than the AGENCY. For purposes of this paragraph, identifying information shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

7.2 Both parties are subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto.

8. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside University Health System-Medical Center
26520 Cactus Avenue
Moreno Valley, CA 92555
Attn: Contracts Administration

AGENCY

Menifee Police Department
29714 Haun Rd.
Menifee, CA 92586
Attn: Lieutenant

9. Miscellaneous

9.1 Neither party shall delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

9.2 Any waiver by either party of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of either party to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing a party from enforcing the terms of this Agreement.

9.3 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location.

9.4 In the event any provision in this 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.

9.5 This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

10. Electronic Signatures

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

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

By: 
07C6B2EB-CE8B-46BC-873B-516B20D88D3F

Jennifer Cruikshank

Chief Executive Officer, RUHS-MC

Date: 01/11/2021 | 9:37 AM PST

THE CITY OF MENIFEE, a municipal corporation of the State of California

By: 
07C6B2EB-CE8B-46BC-873B-516B20D88D3F

Armando Villa

City Manager

Date: 12-17-20

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

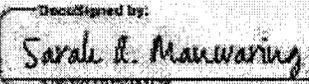
By: 

Danielle Maland
Deputy County Counsel

Date: 1/8/21

ATTEST:

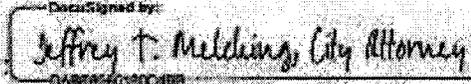
Sarah A. Manwaring, City Clerk

By: 
07C6B2EB-CE8B-46BC-873B-516B20D88D3F
Sarah A. Manwaring, City Clerk

Date: 12/18/2020

APPROVED AS TO FORM:

Jeffrey T. Melching, City Attorney

By: 
07C6B2EB-CE8B-46BC-873B-516B20D88D3F
Jeffrey T. Melching, City Attorney

Date: December 16, 2020

SCOPE OF SERVICES

I. Responsibilities of COUNTY / RUHS-MC:

- A. Provide professional personnel trained in examining sexual assault victims, victims of strangulation, and/or victims of interpersonal violence.
- B. Provide trained staff available on-site for the above-mentioned examinations.
- C. Provide services to meet the evaluation and evidentiary needs for the prosecution of sexual assault cases. RUHS-MC shall provide the services listed below, for victims of sexual assault, strangulation, and interpersonal violence as requested by AGENCY:
 - 1) Evidentiary Exam – proper collection and preservation of evidence, including maintaining chain of custody;
 - 2) Testing and prophylaxis for sexually transmitted infections and pregnancy, if applicable;
 - 3) Report preparation;
 - 4) Maintenance of photographs, electronic and hard copies of reports, and chain of custody forms;
 - 5) Social services, mental health, and other necessary consultations;
 - 6) Follow-Up examinations which shall include:
 - i. Examination for sexually transmitted infection results, additional laboratory testing, if needed, and follow-up with social services (no additional charge);
 - ii. Follow-up pregnancy test, if indicated (no additional charge);
 - iii. Follow-up photography, to document healing or emerging wounds that were not present on initial examination (See Exhibit B);
 - iv. Case consultation with social services, advocacy, mental health, and other necessary consultations (no additional charge).
- D. Provide Quality Assurance reviews on all examinations.
- E. Provide an appropriate form pertaining to the initial examination of each sexual assault victim, strangulation victim and/or interpersonal violence victim.
- F. Develop and implement protocols for forensic operations and procedures through the Multi-Disciplinary Team process and hospital processes.

G. Complete and submit reports of suspected abuse and neglect as mandated by law.

H. Provide expert witness testimony about the examination and findings, as needed.

II. Responsibilities of AGENCY:

A. Assign staff to be the liaison as it pertains to this Agreement.

B. Obtain initial crime report, if necessary.

C. Transportation of the victims to RUHS-MC.

III. Joint Responsibilities:

A. Act in compliance with Penal Code Sections 11160, 11162, 13823.5, 13823.11, 13823.9, 13823.93, Health and Safety Code Section 1281, 42 U.S.C. Sections 13701 through 14040 and any other laws and regulations pertaining to the reporting, investigation, assessment, evaluation of sexual assault, strangulation, and/or domestic violence.

B. Adhere to the protocols developed for SART operations and procedures and Cal OES's Adult/Adolescent exam process.

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

D. Exchange information in accordance with the laws that pertain to sexual assault, strangulation and/or interpersonal violence.

E. Serve as a member and participate in the Multi-Disciplinary Team meetings for sexual assault services and domestic violence services.

IV. Records:

AGENCY requesting the examination is the assigned owner of the records. RUHS-MC will keep a copy of each record. Requested copies of that record(s) must be subpoenaed by any other person or agency, except as provided by law. RUHS-MC can provide copies of the victim's record to the following agencies when requested:

1. Child Protective Services
2. Adult Protective Services
3. District / Prosecuting Attorney

4. Crime Lab

Victims may not obtain copies of the examination record from RUHS-MC. Victims may request and receive a copy of their lab test results, medication administration record, and social work consultations through the regular procedures of RUHS-MC's Health Information Management Department.

PAYMENT PROVISIONS

In consideration for services provided by RUHS-MC, pursuant to this Agreement, RUHS-MC shall be entitled to receive payment from AGENCY in accordance with the fee schedule noted below:

DESCRIPTION	REIMBURSEMENT
Acute SAFE (full) Examination, including non-investigative (> 11 years old)	\$1,200
Acute Interpersonal Violence / Strangulation Examination (all ages)	\$800
Follow-up Examination (up to three examinations per patient without authorization)	\$300
Partial Examination (at least history has been completed)	\$600
Suspect examination	\$1,200
Child examinations (ages 0-11)	\$0

COUNTY, through RUHS-MC, shall submit to AGENCY within thirty (30) days of the conclusion of each calendar month an itemized statement of the cost for services performed for said month. AGENCY shall remit payment to COUNTY RUHS-MC within thirty (30) days after receipt of such statement. If such payment is not received by the COUNTY within thirty (30) days after presentation of billing, COUNTY may satisfy such indebtedness from any funds of AGENCY on deposit with the COUNTY as provided by law pursuant to Government Code Section 907.