



WASHOE COUNTY

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STAFF REPORT

BOARD MEETING DATE: June 9, 2015

DATE: May 20, 2015
TO: Board of County Commissioners
FROM: Victoria Jakubowski, Fiscal Compliance Officer, District Attorney's Office, 325-6710 vjakubowski@da.washoecounty.us
THROUGH: Christopher J. Hicks, District Attorney
SUBJECT: **Approve Interlocal Agreement between the County of Washoe (on behalf of its Northern Nevada Child Abuse Response & Evaluations/Sexual Assault Response Team) and the County of Placer, California, for the Washoe County Child Abuse Response and Evaluation and Sexual Assault Response Team (CARES/SART) to provide emergency sexual assault examinations to Placer County victims of sexual assault from July 1, 2015 through June 30, 2017. (All Commission Districts).**

SUMMARY

The County of Placer seeks the Washoe County Sexual Assault Response Team/Child Abuse Response and Evaluation program (CARES/SART) to enter into a two-year Interlocal Agreement to allow victims of sexual assault, child or adult, to be examined through the Washoe County Sexual Assault Program

Strategic Objectives supported by this item: Safe Secure and Healthy Communities

PREVIOUS ACTION

BCC approved previous MOU with Placer County on September 24, 2013.

BACKGROUND

The Washoe County CARES/SART program provides courtesy sexual assault exams to surrounding counties that do not have a program. Pursuant to NRS 217.300, the county in whose jurisdiction a sexual assault is committed in is required to pay any cost incurred for medical care for any physical injuries resulting from the sexual assault. We bill the County of Placer \$400 per exam.

AGENDA ITEM # 5H2

FISCAL IMPACT

Revenue will be posted to Cost Center 106110 (CARES/SART) under GL account 485133 (Sexual Assault Reimbursement).

Although we cannot anticipate how many exams will be requested, in the calendar year 2014 we performed 15 exams for counties within California.

RECOMMENDATION

It is recommended that the Board approve the Interlocal Agreement between the County of Washoe (on behalf of its Northern Nevada Child Abuse Response & Evaluations/Sexual Assault Response Team) and the County of Placer, California, for the Washoe County Child Abuse Response and Evaluation and Sexual Assault Response Team (CARES/SART) to provide emergency sexual assault examinations to Placer County victims of sexual assault from July 1, 2015 through June 30, 2017.

POSSIBLE MOTION

If the Board agrees with the recommendation, a possible motion would be: "Move to approve the Interlocal Agreement between the County of Washoe (on behalf of its Northern Nevada Child Abuse Response & Evaluations/Sexual Assault Response Team) and the County of Placer, California, for the Washoe County Child Abuse Response and Evaluation and Sexual Assault Response Team (CARES/SART) to provide emergency sexual assault examinations to Placer County victims of sexual assault from July 1, 2015 through June 30, 2017."

INTERLOCAL AGREEMENT:

This Interlocal Agreement, is made and entered into this 1st day of July 2015, by and between Washoe County, a political subdivision of the State of Nevada, on behalf of its Northern Nevada Child Abuse Response & Evaluations/Sexual Assault Response Team; the Placer County Sheriff's Office on behalf of County of Placer, hereinafter referred to as Placer County.

WITNESSETH

WHEREAS, the Northern Nevada Child Abuse Response & Evaluations/Sexual Assault Response Team (CARES/SART) has the ability to provide adolescent, adult and child victim sexual assault forensic examinations, as requested by other government entities; and

WHEREAS, the Placer County Sheriff's Office wishes to utilize the services of CARES/SART for examinations of victims of cases occurring within its jurisdiction; and

WHEREAS, chapter 277 of the Nevada Revised Statutes authorizes Washoe County, as a public agency, to enter into interlocal and cooperative agreements with other public agencies for the performance of governmental functions; and

WHEREAS, pursuant to California Government Code Section 26600 et seq. the Placer County Sheriff is authorized to investigate crimes and pursuant to California Government Code Section 29600 et seq. expenses necessarily incurred in the performance of said duties are proper County charges;

NOW THEREFORE, it is mutually agreed as follows:

1. Term:

The term of this Agreement shall commence on July 1, 2015 regardless of the dates set forth below, and shall remain in effect until June 30, 2017. Renewal of the Agreement beyond this term shall be subject to the mutual written approval of Washoe County, by official action of its Board of County Commissioners, and by Placer County, in accordance with the applicable governing law as set forth above.

2. Services to be provided:

Washoe County will:

- A. Provide physical space (examination room), facilities, and equipment in its facilities to perform adolescent, adult and child victim sexual assault forensic examinations as requested.

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- B. Provide qualified Sexual Assault Nurse Examiners (SANE) to perform adolescent, adult and child victim sexual assault forensic examinations as requested by Placer County Sheriff's Office.
- C. Be responsible for maintaining and ensuring the qualifications and clinical competency of SANE for adolescent, adult and child victim sexual assault forensic examinations.
- D. Maintain medical malpractice insurance.
- E. Maintain standard internal operating policies and procedures for responding to and handling CARES and SART cases.
- F. Use the California Department of Justice "Victim Sexual Assault Evidence Kit" for forensic evidence collection.
- G. Use the State of California Governor's Office of Emergency Services (OES) Forensic Medical Report Forms: OES 923 (Acute Adult/Adolescent Sexual Assault Examination), OES 925 (Non-Acute Child/Adolescent Sexual Assault Examination), and OES 930 (Acute Child/Adolescent Sexual Assault Examination) to record medical and forensic interview information and findings. This report form shall be provided to the authorizing officer/deputy or his or her designee upon being completed by the SANE.
- H. Accept the appropriate written, telephone, or electrical authorization for performance of sexual assault forensic examinations from Placer County Sheriff's Office.
- I. Provide all evidence recovered during the examination, including the SART kit and photographs, along with the original OES forms, to the agency authorizing the examination upon the agency's request without requiring a subpoena to obtain these items.
- J. Provide a victim advocate to the child, adolescent and adult victims during the examination upon request of the victim if one is unavailable from Placer County.
- K. Test for HIV, Syphilis, and other Sexually Transmitted Infections (diseases), treat for Gonorrhea, Chlamydia, and Syphilis and offer emergency contraception and prevention information to the victim/family.
- L. The SANE shall cooperate with the Placer County District Attorney in coordinating any subpoena request for witness testimony.

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3. Compensation:

Washoe County shall be compensated for the services described hereunder as follows in the amount not to exceed \$15,000 annually:

- A. Adult or Child Sexual Assault Forensic Examination: \$400 per exam. Fee billed to and paid by the authorizing law enforcement agency.
- B. Expert Witness Testimony Fee: The \$300 for the first hour of any testimony and \$100 per hour for subsequent hours. The SAME/SANE will be paid roundtrip mileage at the current IRS rate. The SAME/SANE will bill the Placer County District Attorney's Office for these fees. The Placer County District Attorney's Office will pay the SAME/SANE.

Billings for services shall be sent directly to the law enforcement agency authorizing the forensic examination at the addresses listed below:

Placer County District Attorney's Office
10810 Justice Center Drive, Suite 240
Roseville, CA 95678

Placer County Sheriff's Office
2929 Richardson
Auburn, CA 95603

Invoices shall be paid by the authorizing agency within 30 days of receipt. Payment shall be made to:

Washoe County District Attorney's Office
CARES/SART Program
Post Office Box 11130
Reno, NV 89520

4. Fiscal Contingencies:

The parties to this Agreement recognize and acknowledge that the Placer County District Attorney's Office and the Placer County Sheriff's Office are Offices of County of Placer, a political subdivision of the State of California. Placer County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar

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fiscal and procurement laws and regulations and may not expend funds for products; equipment or services not budgeted in a given fiscal year. It is further understood that Placer County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, Placer County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such termination, which will be no earlier than thirty (30) days after the date of the termination notice, this Agreement shall be and Placer County released from any further liability hereunder, subject to payment for services performed and deliverables provided prior to the effectiveness of such termination. In addition to the above, should the Placer County Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for the Placer County District Attorney's Office or the Placer County Sheriff's Office, this Agreement may be canceled upon 30 days written notice, subject to payment for services performed provided prior to cancellation. Notice of cancellation shall be given to the addresses set forth in paragraph 3 above.

5. Parties as Independent Contractors:

In engaging in the activities described hereunder, the parties and their officers and employees are acting in an independent capacity and not as employees or agents of each other.

6. Indemnification, Waiver of Immunity and Insurance:

To the extent permitted by law, each party shall defend, indemnify and hold the other parties harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, employees and the public, or damage to property, which are claimed to or in any way arise out of or are connected with the services, operations, performance or other acts or omissions of such party hereunder, regardless of the existence or degree of fault or negligence on the part of the other party, its subcontractors and employee(s) or any of these, except for the sole or active negligence of such other party, its officers and employees, or as expressly prescribed by statute.

Each party acknowledges that by virtue of the activities performed in the jurisdiction of the other parties pursuant to this Interlocal Agreement, it may subject itself to suit in the courts of the other state, and that in such a suit, the immunities and defenses of its own state, including any limitation on damages, may not apply.

Pursuant to sections 287.010(1)(c) and 616B.300 of the Nevada Revised Statutes, Washoe County, its officers and employees are self-insured for all purposes, including but not limited to, workman's compensation, health benefits and liability.

County of Placer is exempt from insurance requirements of the State of California and is legally self-insured. Placer County employees are covered by primary workers' compensation coverage through a pooled retention.

7. Confidentiality:

All parties shall comply with California Welfare and Institutions Code and Health Insurance Portability and Accountability Act requirements regarding confidentiality of patient information and the applicable provisions of chapters 441A and 629 of the Nevada Revised Statutes, as well as any other pertinent provision of Nevada law, while the records generated under this Agreement are located in Nevada. Additionally, the Placer County SART, and Northern Nevada CARES/SART policy on patient confidentiality will be strictly adhered to.

8. Authority:

The California agents executing this agreement on behalf of their respective agencies personally warrant that they have full authority to enter into this agreement on behalf of the entity for which they are signing, and that said agency is legally bound to the agreement by their signature hereto.

9. Amendment:

This Interlocal Agreement may be amended or modified only by written, fully executed agreement of all parties ratified in accordance with the governing law of the jurisdiction.

10. Termination:

Any party may withdraw from this Interlocal Agreement, for any reason, by providing thirty (30) days written notice to all other parties to the Agreement at the addresses set forth in paragraph 3 above.

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11. Sole Agreement:

This Interlocal Agreement contains all the commitments and agreements of the parties, supersedes any prior agreement of the parties, and oral or written commitments not contained herein shall have no force or effect to alter any term or condition of this Agreement, unless modified in accordance with paragraph 9 above.

IN WITNESS WHEREOF, the parties have set their hands with the intent to be bound.

WASHOE COUNTY

Signature

Date

Printed Name

Title

PLACER COUNTY



Signature

3-12-15

Date

EDWARD BONNER

Printed Name

Sheriff

Title

Placer County District Attorney's Office



Signature

3/17/15

Date

R. Scott OWENS

Printed Name

District Attorney

Title