

MEMORANDUM OF UNDERSTANDING

**Between
County of Sonoma
And**

Sutter Bay Hospitals dba Sutter Santa Rosa Regional Hospital

This Memorandum of Understanding (hereinafter “MOU”), dated as of _____, 2022 (hereinafter “Effective Date”) is by and between the County of Sonoma (hereinafter “County”), and Sutter Bay Hospitals dba Sutter Santa Rosa Regional Hospital (hereinafter “Sutter”) together hereinafter referred to as “parties.”

The purpose of this MOU is to establish the roles and responsibilities of the parties in the provision of sexual assault forensic services as needed for patients of Sutter Santa Rosa Regional Hospital.

1. Definitions

Cal-OES – California Office of Emergency Services

ED – Emergency Department (of Sutter Santa Rosa Regional Hospital)

SA – Sexual Assault

SART – Sexual Assault Response Team (of County of Sonoma)

2. County Roles and Responsibilities

- 2.1. Staff the SART Medical Unit with duly qualified and licensed clinical staff to provide sexual assault forensic exams consistent with County SART policies and procedures.
- 2.2. Provide a medical director.
- 2.3. Regularly convene and report the activities of meetings of the Oversight Committee and Steering Committee.

3. Sutter Roles and Responsibilities

- 3.1. Provide medical screening/clearance exams for all victims who present with law enforcement at Sutter Emergency Department for a sexual assault forensic exam and provide written documentation of clearance to the on duty SART examiner prior to the exam.
- 3.2. Provide a five (5) day starter pack of HIV nPEP medication as needed for SART victims and as requested by SART examiners.
- 3.3. Provide a room and appropriate furnishings for the exclusive use of County Department of Health Services (DHS) staff for the provision of sexual assault forensic exams performed by (DHS) staff.
- 3.4. Provide a contact person approved by the County who will attend Steering Committee and Oversight Committee meetings and be the liaison between Sutter and the SART program.
- 3.5. Provide funding to County according to the terms of set forth in Section 4 (Payment).

4. Payment

Sutter agrees to pay County the amount of \$26,000 annually for a total of \$130,000 over the term of the MOU for the support of and provision of sexual assault forensic exam services. Sutter agrees to pay County within 30 days of receipt of an invoice.

5. Term of MOU

- 5.1. The term of this MOU shall be from July 1, 2022 through June 30, 2027.
- 5.2. Either party may terminate this MOU for convenience and without cause upon 30 days' advance written notice. In the event of such termination by Sutter, County shall receive compensation for any services performed through the effective date of termination, unless a shorter notice period is agreed upon.
- 5.3. This MOU may be cancelled immediately upon written mutual consent.

6. Confidentiality

Both parties agree to maintain the confidentiality of all patient medical records and client information in accordance with all applicable State and Federal laws and regulations.

7. Dispute Resolution

If any conflicts or disputes arise between the two parties, involved staff shall meet in a timely manner to resolve the conflict or dispute. It is acknowledged by both parties that the purpose of such meeting is to come to a resolution that is in the best interest of both parties.

To the extent caused by each party's negligence or willful misconduct, each party shall indemnify, defend, protect, hold harmless, and release the other party, its officers, agents, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expenses (including reasonable attorneys' fees and witness costs). This indemnification obligation is limited to a total compensation of \$1,000,000 per event.

8. Merger

This writing is intended both as the final expression of the MOU between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the MOU. No modification of this MOU shall be effective unless and until such modification is evidenced by a writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the Effective Date.

SUTTER BAY HOSPITALS DBA SUTTER SANTA ROSA REGIONAL HOSPITAL:



Dan Peterson, Chief Executive Officer

4-13-22

Dated

COUNTY OF SONOMA:

Tina Rivera, Director
Department of Health Services

Dated

Approved as to Substance:



Division Director or Designee

April 29, 2022

Dated

Approved as to Form:



Sonoma County Counsel

April 5, 2022

Dated