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DUAL PURPOSE VICTIM SUPPORT SERVICES AGREEMENT BETWEEN LONG BEACH TRAUMA RECOVERY CENTER AND THE CITY OF LONG BEACH

TERM SHEET

Long Beach Trauma Recovery Center (LBTRC) is a California State University Long Beach Research Foundation program in partnership with Dignity Health St. Mary Medical Center, operating in the City of Long Beach (City) Police Department (LBPD) that has been committed to making victim support services for individuals impacted by violent crime in Long Beach more accessible. A major component of LBTRC's mission is to assist individuals recover more fully from situations over which they had no control by helping to timely provide the mental health services victims require.

Now, the LBPD and the LBTRC desire to work together to continue to make victim support services for individuals impacted by violent crime in Long Beach more accessible. This Agreement will include the following terms:

1. Description of the agencies participating in the Agreement.

A. LBTRC provides consultations, mental health treatment, case management, and educational services for individuals who have experienced traumatic events. Eligibility requirements include being a victim of or witness to trauma (i.e. shooting, stabbing, physical assault, community violence, death of a loved one, motor vehicle accident, domestic violence, sexual assault and human trafficking). Ages serviced are five years of age and up. Services are provided based upon capacity.

B. LBPD Special Victims Section is responsible for all investigations of sexual assault, child abuse, and domestic violence. The Section is responsible for conducting interviews, processing evidence, writing reports, and presenting cases for criminal charges. This section also acts as the LBPD's representative during related court appearances.

2. Roles and responsibilities.

A. LBTRC agrees to:

1. Provide on-site case manager/clinician services at the LBPD;
2. Adequately identify, screen, and determine victims of crime and trauma, and provide case management for victim patients referred by LBPD;
3. Liaise to ensure victim patients are informed and knowledgeable about requirements, expectations, schedules, logistics, and other details related to LBTRC's program, and assist with patient needs to support successful fulfillment of mutual expectations; and
4. Participate in mutually agreed upon community or LBTRC training related to the collaborative program with LBPD, as well as violent crime prevention and response.

B. LBPD agrees to:

1. Provide workspace and cubicle furniture for a co-located LBTRC Client Advocate at the LBPB headquarters building in the Special Victims Section area;
 2. Provide parking access, landline telephone, copy, scan, and fax machine use, utilities, and common office supplies;
 3. Provide the LBTRC Client Advocate with appropriate and timely referrals to victims of violent crime when possible; and
 4. Participate in mutually agreed upon community or LBTRC training related to the collaborative program with LBTRC, as well as violent crime prevention and response.
3. LBPB shall maintain control of, and be responsible for, all professional and administrative services provided by its Special Victims Section. This agreement does and shall not, in any way, confer any investigative or police power to the LBTRC.
 4. LBTRC will hire, supervise, and compensate the staff it requires for the days that it co-locates at the LBPB headquarters, and will pay any applicable taxes, withholdings, workers' compensation insurance, and all other standard requirements for employers. LBTRC will also exercise appropriate supervision of its volunteers and contractors.
 5. All LBTRC co-located employees, administrators, supervisors, and volunteers shall submit to a Live Scan and background check at the expense of the LBPB.
 6. Each party will provide general liability and professional liability insurance in amounts not less than \$1 million per occurrence and \$2 million aggregate covering its operations in the City, which in the case of the City, may be appropriate evidence of self-insurance.
 7. The Agreement will become effective upon mutual execution. The Agreement shall continue until either or both parties provide a written 30-day notice of intent to terminate.
 8. In performing its services, LBTRC and its agents, volunteers, contractors, and employees, are and shall act as independent contractors, and not employees, representatives, or agents of City. LBTRC shall have control of LBTRC's work and the manner in which it is performed. LBTRC shall be free to contract for similar services to be performed for others during this Agreement provided; however, LBTRC acknowledges and agrees that a) City will not withhold taxes of any kind from any payments to LBTRC, b) City will not secure workers' compensation or pay unemployment insurance to, for, or on LBTRC's behalf, and c) City will not provide, and LBTRC and its agents, volunteers, contractors, and employees, are not entitled to, any of the usual and customary rights, benefits or privileges of City employees. LBTRC expressly warrants that neither LBTRC nor any of LBTRC's employees or agents shall represent themselves to be employees or agents of City.
 9. No Party or any of its officers, agents, volunteers, contractors, or employees shall be responsible for any damage or liability arising out of any acts or omissions on the part of another Party under or in connection with any obligation under this Agreement.

LBTRC shall indemnify, defend, and hold harmless the City, its officers, agents, volunteers, contractors, and employees from any and all liability, loss, expense (including reasonable


attorneys' fees and other defense cost), or claims imposed for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising out of any acts or omissions on the part of LBTRC's own officers, agents, contractors, or employees under or in connection with its obligations under this Agreement.

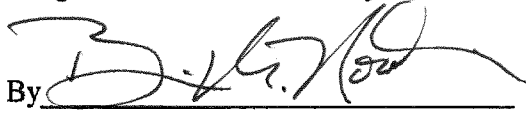
The City shall indemnify, defend, and hold harmless LBTRC and California State University Long Beach Research Foundation, its officers, agents, volunteers, contractors, and employees from any and all liability, loss, expense (including reasonable attorneys' fees and other defense cost), or claims imposed for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising out of any acts or omissions on the part of the City's own officers, agents, contractors, or employees under or in connection with its obligations under this Agreement.

This indemnity clause shall survive termination of this Agreement.


10. We, the undersigned, have read and agree with the terms set forth in this Agreement.


Long Beach Trauma Recovery Center

By  Date 12-14-15
Dr. Bita Ghafouri, Director
Long Beach Trauma Recovery Center


By  Date 12-14-2015
Dr. Brian M. Nowlin, Chief Operating Officer
California State University, Long Beach Research Foundation

Long Beach Police Department

By  Date 1.28.16
Robert Luna, Chief of Police
Long Beach Police Department

By  Date 2/8/16
Patrick H. West, City Manager
City of Long Beach

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM
December 21, 2015
CHARLES PARKIN, City Attorney
By 
MONICA J. KILAITA
DEPUTY CITY ATTORNEY