

**2024-2025 ALAPAHA JUDICIAL CIRCUIT SEXUAL ASSAULT
PROTOCOL**

**IN THE SUPERIOR COURT OF ATKINSON COUNTY
STATE OF GEORGIA**

ORDER

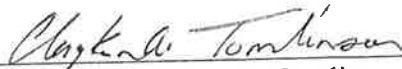
WHEREAS, the Legislature of the State of Georgia enacted O.C.G.A. 15-24-2 requiring the establishment of a Sexual Assault Protocol; and

WHEREAS, the undersigned established a Sexual Assault Protocol Committee pursuant to O.C.G.A. 15-24-2; and

WHEREAS, the Committee has met and approved the attached Protocol as the Protocol for cases of sexual assault in Atkinson, Berrien, Clinch, Cook, and Lanier Counties.

NOW THEREFORE IT IS HEREBY ORDERED, this document is accepted by the Court as the protocol to be used in responding to, investigating, and prosecuting cases arising from an alleged sexual assault and shall be spread upon the minutes and filed with the Clerk of the Superior Court of Atkinson County.

SO ORDERED, this the 23 day of September, 2024.



Hon. Clayton A. Tomlinson
Chief Judge, Atkinson County Superior Court
Alapaha Judicial Circuit

Order prepared by:
Chase L. Studstill
District Attorney
Alapaha Judicial Circuit

ATKINSON COUNTY, GEORGIA
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ALAPAHA JUDICIAL CIRCUIT SEXUAL ASSAULT RESPONSE TEAM PROTOCOL

This Alapaha Judicial Circuit Sexual Assault Response Team Protocol (hereinafter “Protocol”) is adopted pursuant to O.C.G.A. § 15-24-2 for the purpose of outlining the procedures to be used in responding to, investigating and prosecuting cases of sexual assault. The purpose of this Protocol shall be to ensure coordination between all agencies involved in sexual assault cases as to increase the efficiency of all agencies handling such cases and to minimize the stress created for the sexual assault victim by the legal and investigatory process. A failure by an agency to follow the protocol shall not constitute an affirmative or other defense to prosecution of a sexual assault, preclude the admissibility of evidence, nor shall a failure by an agency to follow the protocol give rise to a civil cause of action.

- **Purpose of Protocol**

The protocol is intended to:

- Facilitate the provision of consistent, comprehensive, sensitive, and non-judgmental treatment of victims of sexual assault as they progress through the medical, law enforcement, advocacy, and legal system.
- Standardize the collection of evidence in order to aid in the medical treatment of victims and prosecution of cases; and,
- Develop a coordinated effort among health providers, law enforcement personnel, prosecutors, and victim advocates ensuring that victims receive efficient and comprehensive medical care, evidentiary examination, emotional support, and referral information.

- **Use of Protocol**

This Protocol will be utilized by the following agencies: Adel Police Department, Alapaha Police Department, Atkinson County Health Department, Atkinson County Sheriff’s Office, Berrien County Health Department, Berrien County Sheriff’s Office, Berrien County 911 Center, Clinch County Health Department, Clinch County Sheriff’s Office, Clinch Memorial Hospital, Cook County Health Department, Cook County Sheriff’s Office, Cook County 911 Center, The Haven Rape Crisis Center, Homerville Police Department, Lakeland Police Department, Lanier County Health Department, Lanier County Sheriff’s Office, Lenox Police Department, Office of the District Attorney for the Alapaha Judicial Circuit, Sexual Assault Nurse Examiners and their supervising physician(s), South Georgia Medical Center, Tri-County 911 Center.

- **Monitoring the Protocol**

Some members of the Sexual Assault Response Team shall meet quarterly at the Alapaha Circuit District Attorney's Office or other designated place to review current sexual assault investigations relative to the implementation and utility of the sexual assault protocol. Any team member involved in the investigation shall be invited to attend. The mission of the Sexual Assault Response Team shall conduct full reviews of sexual abuse, exploitation, and/or neglect allegations and to develop effective and efficient responses. All members of the Sexual Assault Response Team agree that all information discussed and/or obtained in these case review meetings will remain confidential except as authorized or as required for the purposes of a criminal investigation and/or prosecution as otherwise required by law.

The sexual assault protocol committee shall meet annually to evaluate the effectiveness of the protocol and to recommend measures to improve compliance. (O.C.G.A. § 15-24-2). Members of the Committee wanting to recommend improvements are encouraged to do so in writing with fellow members in order to effectively communicate annual compliance. Attendance may be achieved electronically at the request of a member.

DEFINITION OF SEXUAL ASSAULT

Sexual assault is defined as sexual contact or intimacy initiated by one or more persons against another without their consent. This includes instances where victims are unable to give consent due to age or mental or physical incapacity. Sexual assault does not discriminate among race, sex, sexual orientation, socio economic class or age. Persons may be sexually assaulted by strangers, acquaintances, or members of their family.

Pursuant to O.C.G.A. § 17-5-70(3), "Sexual assault" means rape, sodomy, aggravated sodomy, statutory rape, child molestation, aggravated child molestation, sexual assault against a person in custody, sexual assault against a person detained in a hospital or other institution, sexual assault by a practitioner of psychotherapy against a patient, incest, bestiality, sexual battery, and aggravated sexual battery.

PROCESS OF CASE MANAGEMENT

Sensitivity to the Needs of Victims

Ensuring that sexual assault victims will be treated with sensitivity and compassion requires that victim services, law enforcement, medical, and prosecutorial personnel be aware of the special needs of these victims.

Victims of violent crimes, not only must cope with the physical trauma perpetrated against them but they must also deal with the emotional and psychological repercussions of the crime. The emotional and psychological repercussions of a sexual assault can be devastating. The humiliation and degradation victims may feel often are compounded by feelings of guilt. Often society perpetuates the myth that sexual assault victims somehow are responsible for the crime committed against them or that they must act in a certain manner following the assault. For this reason, victims of sexual assault often are reluctant to report the crime, and therefore, must receive immediate support from agency personnel if they choose to report.

While victims of sexual assault may feel guilty, frightened, ashamed, dirty, angry, anxious, embarrassed, or any number of other emotions, it is important to remember that there is no "typical" way for victims to feel, react, or look after a sexual assault. Some victims may appear to be calm while others may look visibly upset or enraged.

Victim confidentiality should be strictly protected. Professional staff should make direct inquiries of the victim regarding how to address the disclosure of confidential information. Assumptions should not be made concerning whether it is appropriate to disclose information to family, friends, employers, and/or educational providers about the assault or the victim's sexual preference.

- **First Report**

In most cases, the victim usually makes the first report of a sexual assault to a dispatch or emergency communications center (911). Dispatch or communications center staffers are critical in aiding the victim to regain control and composure after an assault.

If the victim is the caller, the dispatcher should:

- Obtain the victim's name and location immediately.
- Determine if the victim is currently safe and whether or not the victim needs immediate medical attention.
- Dispatch the appropriate law enforcement units, and, if necessary, emergency medical help.
- Assure the victim that help is coming, and instruct the victim not to eat, drink, bathe, urinate, or douche.
- Ask victim if they are still wearing the same clothing they were wearing during the assault. If they are, tell the victim not to change and come as they are. If they are not wearing the same clothing, instruct the victim to leave the clothing as is and in its present location.
- Advise the victim not to move or touch anything at the assault location and not to disturb items used as weapons.

Once the victim decides he/she wants a sexual assault examination, and law enforcement determines that The Haven Rape Crisis Center Advocate and a SANE will be needed, law enforcement will inform the dispatcher to notify the on-call Haven Staff.

"JANE DOE" REPORTING

A sexual assault victim shall have the right to have a medical forensic examination regardless of whether the victim participates in the criminal justice system or cooperates with law enforcement in pursuing prosecution of the underlying crime (O.C.G.A. § 17-5-72). Pursuant to O.C.G.A. § 17-5-74, the term "unreported sexual assault kit" means a sexual assault kit collected from a victim who has consented to the collection of the sexual assault kit but who has not reported the alleged crime to law enforcement.

If a sexual assault victim calls 911 or the Crisis Hotline requesting a medical forensic examination for sexual assault, but does not wish to make a report to law enforcement, dispatch is to contact the appropriate law enforcement agency. A Haven Rape Crisis Advocate and a SANE will also be contacted. The victim will be directed to the Haven Rape Crisis Center for a medical examination. Evidence will be collected and a GBI Sexual Assault Evidence Collection Kit will be completed. The Evidence Collection Kit and all evidence will be labeled by the SANE with the victim's information, minus his/her name, and released to the responding Law Enforcement Officer. The Law Enforcement Officer will also be provided with an information sheet regarding the sexual assault victim. Along with the incident date, said information sheet shall include the victim's sex, date of birth, and race. Said information sheet shall not include the victim's name. The GBI Sexual Assault Evidence Collection Kit will be forwarded by law enforcement to the GBI Crime Laboratory.

If the victim goes to the hospital requesting a medical forensic examination for sexual assault, but doesn't want to make a report to law enforcement, the hospital shall contact the appropriate law enforcement agency and a Haven Rape Crisis Advocate. The Advocate will then contact the on-call SANE. If needed, the Advocate will transport the victim to the Haven Rape Crisis Center for the examination after the victim has signed a confidentiality agreement. Evidence will be collected and a GBI Sexual Assault Evidence Collection Kit will be completed. The Evidence Collection Kit and all evidence will be labeled by the SANE with the victim's information, minus his/her name, and released to the responding Law Enforcement Officer. The Law Enforcement Officer will also be provided with an information sheet regarding the sexual assault victim. Along with the incident date, said information sheet shall include the victim's sex, date of birth, and race. Said information sheet shall not include the victim's name. The GBI Sexual Assault Evidence Collection Kit will be forwarded by law enforcement to the GBI Crime Laboratory per current GBI policies and procedures.

If the victim does not cooperate with law enforcement in the investigation or prosecution of a sexual assault, the investigating law enforcement agency shall maintain any physical evidence collected as a result of such sexual assault that contains biological material, including, but not limited to, stains, fluids, or hair samples that relate to the identity of the perpetrator of the

sexual assault, for not less than 12 months from the date any such physical evidence is collected (O.C.G.A. §17-5-72(b)).

A sexual assault victim shall not be required to pay, directly or indirectly, for the cost of a forensic medical examination. The cost of a forensic medical examination shall be paid for by the Georgia Crime Victims Emergency Fund (O.C.G.A. §17-5-72)

No prosecuting attorney, investigating law enforcement agency, or government official shall ask or require any victim of a sexual assault to submit to a polygraph examination or any other truth-telling device as a condition precedent to investigating a sexual assault. The refusal of a victim to submit to a polygraph examination or any other truth-telling device shall not prevent an investigation or prosecution of any sexual assault (O.C.G.A. § 17-5-73). At the time of medical forensic examination, no alleged victim shall be required to assign or waive any rights afforded to him or her in the Crime Victims' Bill of Rights or that might prevent the alleged victim from seeking relief from the Crime Victims Compensation Board (O.C.G.A. § 35-1-2).

- **Notification of On-call Sexual Assault Response Team**

If the victim is at the medical facility:

Hospitals receiving patients reporting incidents of sexual assault shall immediately contact law enforcement in accordance with O.C.G.A. § 31-7-9 mandating all non-accidental injuries be reported. Patients will retain the right to initiate, participate in, and/or cooperate with any law enforcement investigation of such assault.

- The nursing staff should contact the appropriate 911 Dispatch and The Haven Rape Crisis Center at 229-244-1765.
- The E.R. physician or physician extender will provide a medical screening examination.
- If no treatment is indicated in the Emergency Department and a SANE is on-call then the patient will be escorted to The Haven Rape Crisis Center by the responding law enforcement agency for a medical forensic examination and evidence collection if within the 120 hour time frame.

- If the patient has obvious injuries or requires medical treatment in the Emergency Department, the responding law enforcement agency will contact the on-call Haven Rape Crisis Advocate who will contact the on-call SANE. The medical forensic examination will be performed at the hospital.
- If there is no SANE on-call, then the emergency department will proceed with the medical forensic examination and evidence collection.
- If the victim is not able to give consent for the medical forensic examination or cannot make a report to law enforcement based on their cognitive, developmental, or physical disability, it is essential to find out if the victim has a legal guardian and, if so, who the legal guardian is for the victim that can provide consent for medical procedures. The medical forensic examination can be conducted in emergency situations.

If the victim is at the scene:

- The incident is reported through the appropriate 911 Center and forwarded to a law enforcement agency. Law enforcement will request 911 to contact The Haven Rape Crisis Center via crisis line at 229-244-1765.
- Uniformed patrol is dispatched to the victim.
- Uniformed patrol advises his/her supervisor of facts and the determination is made whether to contact the on-call Detective/Investigator and the on-call Haven Rape Crisis Advocate.
- The Appropriate 911 Center notifies the Detective/Investigatory and Haven Rape Crisis Advocate. If there is a SANE on-call, the Advocate will contact the on-call SANE. Response time for the Advocate is no more than 45 minutes following initial notification. Response time for the on-call SANE is no more than 60 minutes following initial notification.
- If a SANE is on-call, the victim should be transported to The Haven Rape Crisis Center. If the victim has visible physical injuries, then the victim should be transported to the nearest available medical facility capable of providing basic life support.
- If a SANE is not on-call, then the victim should be transported to an emergency room to proceed with the examination and collection of evidence.

- **If the victim is a child (Under 12 Years Old):**

In any case in Atkinson, Berrien, Clinch, Cook, or Lanier Counties (The Alapaha Judicial Circuit) where any child under 12 years of age presents to law enforcement or DFCS with an acute sexual assault case (defined as any type of penetration within 72-96 hours for any child under 12) the following protocol shall be followed:

- The Children's Advocacy Center of Lowndes County (hereinafter "CAC") shall be contacted via their crisis line at 229-300-4366.
- The CAC Representative will determine that the case meets the above criteria and will contact the on call Pediatric SANE nurse, Forensic Interviewer with the Child Advocacy Center, District Attorney Chase L. Studstill, or any other Assistant District Attorney. A victim advocate from the District Attorney's office may also be contacted.
- An interview of the child will be conducted at the Children's Advocacy Center of Lowndes County following the Forensic Interview Protocol by a Forensic Interviewer from the CAC. The on-call forensic interviewer has 15 minutes to respond to the initial notification/call. Once the forensic interviewer completes the screening process, the forensic interviewer has one hour to arrive on-site at the CAC to conduct the forensic interview. Discretion will be used by the on-call forensic interviewer whether a forensic interview will be conducted after 11:00PM.
- The on call Pediatric SANE nurse will be present for this interview along with other members of the MDT team.
- After the forensic interview of the child, the child will be transported to the appropriate facility and a sexual assault exam will be conducted by the on call Pediatric SANE.
- The CAC agrees to provide a copy of the interview notes to the on call Pediatric SANE nurse and the on call Pediatric SANE nurse agrees to provide a copy of the medical history to the CAC.

- **If the victim is a child (12 Years Old or Older):**

For any case involving a child 12 years of age or older, Law Enforcement shall contact the Haven Victim Advocate via crisis line at 229-244-1765 as usual per the SART Protocol. Should Law Enforcement believe that a Forensic Interview is needed prior to the SANE exam, they shall contact The Children's Advocacy on call line at 229-300-4366.

- If the abuse occurred greater than 96 hours prior to the disclosure of said abuse, a non-emergent exam can be conducted at the Lowndes CAC (3325 Skipper Bridge Road, Valdosta, Georgia) by a medical provider. Most children with current marks, bruises, or other visible palpable injuries may have a non-acute exam at the CAC. If a child/teen has burns or broken bones due to possible physical abuse, they will need to be seen in the nearest Hospital Emergency Department. If the child is younger than three years of age, they may require an x-ray or MRI at the hospital. Law Enforcement and DFCS may call the CAC main phone number at 229-245-5364 to schedule a non-emergent exam.

- **Law Enforcement Agency Responses**

- **The Role of Law Enforcement**

Law enforcement officers play a crucial role in overcoming a victim's psychological hurdles and obtaining a victim's cooperation in a sexual assault investigation. Since a victim's ability to cope with the crime and its aftermath may prove critical to the ultimate success of criminal prosecution, it is imperative that law enforcement agencies treat the victim of sexual assault with the utmost compassion.

Law enforcement officers must remain sensitive to the individuality of each victim and the massive impact a sexual assault may have upon the victim and the victim's family and friends. Law enforcement officers should take into account not only the particular assault suffered by each victim, but the victim's age, physical abilities and culture (e.g., cognitive/developmentally and physical disability considerations, deaf/hard of hearing considerations, elderly considerations, lesbian/gay/bisexual/transgender/queer/ questioning

(LGBT+) considerations, male victim considerations, African American considerations, immigrant and refugee considerations, Latino/Hispanic considerations, sex trafficking victims considerations, and faith considerations).

- **The Responding Law Enforcement Officer**

The first law enforcement officer to reach a sexual assault victim is usually a uniformed officer. This officer, as with others who investigate the case, should quickly develop a positive rapport with the victim while initiating the gathering of evidence.

- **(1.) Immediate Response**

- The responding officer should first address the victim's physical and medical needs. Emergency first aid should be offered, if necessary, while awaiting an emergency medical response unit.
- The responding officer should be calm, sympathetic and understanding. To increase the victim's emotional comfort and security prior to a transfer to a medical facility/ Rape Crisis Center, the officer should explain to the victim the actions anticipated on the victim's behalf, including a physical examination.
- The officer should also ask the victim to refrain from washing, showering, brushing teeth, using a mouthwash, smoking, eating, chewing gum, breathe mints, hard candy, drinking, douching, urinating, or defecating to prevent the loss of valuable physical evidence. The evidentiary importance of preserving personal clothing and articles from the crime scene should be explained. Even if a victim has bathed, douched, or changed clothing, the officer should transport the victim to the appropriate medical facility for a medical forensic examination.
- The responding officer should also ask the victim basic questions about the sexual assault. Not more than two officers should conduct questioning in the greatest privacy available, and questioning should be limited in scope to crucial information immediately needed by law enforcement.
- The crime scene will be processed per the investigating agency's operating policy.

- If the responding officer proceeds to the medical facility/ Rape Crisis Center where the victim is taken, the officer should:
 - a. Remain at the medical facility/ Rape Crisis Center until the investigating law enforcement officer(s) has arrived; and
 - b. Thoroughly brief the investigating law enforcement officer(s) on any information about the victim, the assault, the assailant, and the crime scene, which the officer has obtained. These briefings should take place in a private setting where other patients or hospital personnel cannot overhear confidential information.

(2.) Delayed Reporting

Forensic evidence may remain for a general time period of up to 120 hours in the victim's body or there may be evidence of tearing or other internal abrasions. For this reason, the victim should be encouraged to seek medical care. A medical forensic examination includes the collection of medical history to guide the medical provider, such as a SANE or other qualified individual, in delivering medical care tailored to address the specific inquiries and medical needs of the patient. The medical forensic examination provides treatment including but not limited to Prophylaxis, Safety Plan Assessment, Fatality/Risk Assessment, Mental Health Assessment for Rape Trauma Syndrome, STI testing, Strangulation Assessment, and Intimidate Partner Violence (IPV) Assessment.

(3.) The Medical Examination and Law Enforcement

Law enforcement officers should not be present during the medical examination of a sexual assault victim, unless there is a specific evidentiary or investigative necessity that requires their attendance. Any person, particularly a sexual assault victim, deserves a personal examination free of unnecessary, non-medical strangers.

• The Investigator's Response

1. An Investigator will usually be summoned to the medical facility/ Rape Crisis Center where the victim has been taken. The Investigator should respond immediately to the facility. The Investigator should conduct a thorough interview with the victim and should document the facts of the investigation and, if necessary, request The Haven Rape Crisis Center record the interview with both audio and video equipment.

During the initial contact, the Investigator should:

- Clearly identify himself/herself to the victim
- Verify the information obtained by the dispatcher and/or responding officer which may help the police locate the suspect;
- Attempt to explain to the victim what is being done on the victim's behalf
- Inform the victim that another interview may be conducted at a later time.
- Interviews conducted by SANEs should be limited to medical history and sexual assault history pertinent to guiding the exam only and for the purpose of any medical diagnosis and treatment. It is imperative that every SANE remains focused on their role as a medical professional, while also protecting the privacy and confidentiality of the patient in their care.
- The victim's interview at The Haven Rape Crisis Center may be video/audio recorded with informed consent. It will ultimately be left up to the victim/patient whether they wish to have their Medical forensic history recorded. Notice to the victim shall be accomplished by placing at least one sign, printed in both English and Spanish, in the area where the interview shall be conducted advising the victim that the interview may be video/audio recorded. Victims may be asked to sign a written form consenting to the video/audio recording of the interview. If a victim chooses to not have his/her medical forensic history recorded then every effort should be made to notify the assigned law enforcement Investigator in order to allow their presence for the medical forensic history interview.
- The Investigator may consult with the victim advocate to explain the actions being taken by the police and to seek their cooperation and assistance in future contacts with the victim.
- Transportation arrangements will be made to a safe location for the victim.
- The Investigator should verify that the chain of custody of the evidence obtained at the medical facility/Rape Crisis Center is maintained correctly. The Investigator should ensure that all evidence collected is inventoried and prepared for transfer to the crime laboratory if appropriate. Investigators should confirm with the evidence custodian that the evidence is transferred to the lab in a timely manner.

- **Victim Follow Up:**

The primary law enforcement officer will keep in touch with the victim as needed and as is applicable for the investigation process. The primary law enforcement officer should refer the victim to a Victim Advocate as determined necessary by the investigator.

- **The Case Report:**

The primary investigation officer in a sexual assault case has the crucial responsibility of compiling all the information learned through the investigation. The case report will be the main source of information for the prosecutors handling the case. Therefore, it is imperative that every effort is made to be as thorough, accurate and informative as possible in building the report.

- **Rape Crisis Center Response**

Although several different agencies come in contact with sexual assault victims at various stages after a sexual assault is reported, the Haven Rape Crisis Center is the coordinating agency for sexual victims, providing consistent support, consistent treatment, and advocacy throughout the process. The Haven Rape Crisis Center provides emotional support and crisis intervention to sexual assault victims and their families.

- **Initial response**

The safety and well-being of the victim should be the first concern of the victim service provider. The role of the victim service provider is to:

- With the consent of the victim, help identify and address the immediate concerns of the victims, (e.g., are they in a safe place, are there family and friends whom the victim wishes to be contacted, are medical care or transportation to the hospital needed, is clothing needed to wear home from the hospital);
- Instruct the victim to not destroy evidence by eating, drinking, bathing, urinating, douching , or washing clothes;
- Provide emotional support and crisis intervention to victim and their families;
- Be present during medical forensic examination (at the request of the SANE and/or victim); and
- Help arrange transportation to and from the hospital or medical facility;

For their own safety, and to avoid interfering with the investigation, victim advocates shall not go to the crime scene unless accompanied by law enforcement. Victim advocates are not investigators or attorneys and do not investigate cases or give legal advice. The advocate at no time will ask the victim questions related to the details of the assault. The role of the victim advocate should be explained to the victim. The advocate should determine whether the victim wishes to receive victim services.

Sexual offenders may be predatory and/or serial offenders. As such, any notification of a sexual assault to the advocate should be reported to the appropriate law enforcement agency. While the victim may decide not to pursue a criminal complaint of the incident, it may be important to other ongoing investigations that law enforcement is made aware of the assault.

- **Basic Services**

Rape Crisis Advocates need to achieve an effective balance between advocating for victims and working within the parameters of the criminal justice system. Basic services provided by the Rape Crisis Center to victims, their families and friends may include:

- On-site examination room for use by Sexual Assault Nurse Examiners for medical assessment, medical treatment, proper support assessments, and collection of evidence;
- A twenty-four hour crisis line;
- Accompanying a victim to a medical facility and providing support throughout the medical examination;
- Provide clothing and hygiene items;
- If a survivor wishes the assistance, an advocate will accompany the survivor for any follow-up medical visits;
- Throughout and after the medical visit, advocates help survivors deal with symptoms of anxiety, fear, depression, loss of control, and decreased assertiveness;
- Advocates may accompany victim during initial police contact at medical facility;
- Video interviewing facilities for interviewing the victim;
- Victims will be referred to a counseling service. Valdosta State University students will be made aware of counseling services offered by the university;

- Victims will be offered the choice to participate in support groups provided free of charge by the Haven Rape Crisis Center;
- Advocates provide victims with assistance in understanding reporting options, victims' rights, filing for crime victims' compensation, support throughout the prosecution of the case and accompaniment to court;
- Information and referral to community resources; and
- Staff or volunteers will interact with agencies and individuals on behalf of sexual assault victims in order to achieve a particular goal or results.

The advocate needs the cooperation of many other agencies to provide information and support. Networking and maintaining effective lines of communication with law enforcement, medical, prosecutorial, criminal justice, and other social service organizations are essential.

- **Sexual Assault Nurse Examiner Response**

The role of the medical forensic personnel is to provide a timely, high-quality medical forensic examination that can potentially validate and address sexual assault patients' concerns, minimize the trauma they may experience, and promote their healing. At the same time, it can increase the likelihood that evidence collected will aid in criminal case investigation, resulting in perpetrators being held accountable and further sexual violence prevented. The main role of the medical forensic personnel shall always relate to treatment and assessment rather than forensic in collecting and preserving evidence. Medical forensic examinations shall be performed by a Sexual Assault Nurse Examiner ("SANE"), physician, nurse practitioner or physician's assistant ("PA") trained in performing such exams.

Medical forensic examination responsibilities include:

- Obtaining informed consent from the patient for the medical forensic examination, documentation and evidence collection
- Gathering the medical forensic history Conducting a medical physical examination Coordinating treatment of injuries Documentation of biologic and physical findings Collection of evidence from patient Documentation of findings
- Providing information, treatment, and referrals for STIs, pregnancy Follow-up as needed for additional treatment and/or collection of evidence Providing testimony at trial.

- **The Medical Forensic Examination**

- **Who May Request an Examination**

With the consent of the patient, medical forensic examinations can be performed at the request of (1) a Law Enforcement Agency, (2) the District Attorney's Office, (3) the Medical Examiner or County Coroner's Office, (4) a Hospital, (5) Pursuant to a Court Order, or (6) at the Patient's/Victim's Request Pursuant to O.C.G.A. §17-5-72.

- **Procedures for the Examination**

In order to preserve the patient's dignity and confidentiality, all aspects of the medical forensic examination, including consent, medical history, and details of the assault, will be conducted in a private office or secluded space. A trained victim advocate will be available to accompany the patient and offer emotional support during the examination. The advocate will at no time ask the patient questions related to the details of the assault. After explaining to the patient the details of the examination, additional consents are obtained, a secondary assessment is performed, and the history of the patient and the assault are taken. Note that while it is important to document the history of the patient and the assault as completely as possible, the examiner should not inquire about or document irrelevant aspects of the patient's sexual history. After completing the documentation for this phase, a serum or urine pregnancy test is ordered on women with childbearing capabilities. The SANE shall perform a complete medical forensic examination and upon completion, provide the patient with the proper precautionary medications to help guard against certain sexually transmitted diseases and Plan B birth control medication. These medications are prescribed by the physician supervising the SANE. The SANE shall complete the Sexual Assault Response Team Sexual Assault Nurse Examination and Evidence Collection Form and return it to the Haven Rape Crisis Center Advocate within 5 business days. Said form will then be made available to the Investigator and Prosecutor.

- **Collection of Forensic Evidence**

Any forensic evidence collected within 120 hours of a sexual assault should be documented in the Georgia Bureau of Investigation/Division of Forensic Sciences Sexual Assault Evidence Collection Kit (GBI/DOFS). The findings of the exam should be documented completely, noting injuries on the relevant anatomical diagrams. After the examination and evidence collection are completed, the examiner should check the labeling of all evidence and package it as instructed in the GBI Sexual Assault Evidence Collection Kit. The SANE shall release the GBI Sexual Assault Evidence Collection Kit, a copy of the Sexual Assault Response Team Sexual Assault Nurse Examination and Evidence Collection Form, and all evidence collected to the appropriate law enforcement official. The official should sign for this material, establishing a "chain of custody".

Adequate and proper collection of specimen samples from the patient's body for forensic analysis is essential following the medical care of the patient. Biologic evidence collection shall be conducted in accordance with the Georgia Bureau of Investigation (GBI) procedures using a GBI Sexual Assault Evidence Collection Kit. This kit shall be utilized to collect samples from the patient's body to perform semen testing through DNA analysis. A separate Drug Facilitated Sexual Assault kit for biological specimens shall be utilized for collection of blood and urine samples from the patient's body to determine if the sexual assault was drug facilitated. The instruction sheet provided in each kit should be followed explicitly for proper evidence collection. Inadequate collection and/or preservation of evidence may hinder suspect identification. Immediate air drying (no heat) of samples is critical for the optimum preservation of the evidence. All labeling or identifying information must be accurately completed. The label should include: the name of the patient, date and time of collection, sample source (or contents of clean paper bag when clothes are collected), and person collecting the sample.

Georgia law requires consent to any and all medical procedures (O.C.G.A. § 31-9-2). Under O.C.G.A. § 31-9-7, the legal age of consent for medical treatment is 18. However, there are exceptions. For tests and treatment connected with pregnancy, a female can consent regardless of her age or marital status.

Under O.C.G.A. § 31-17-7, any minor can consent without either parent's permission to those medical services, which deal with the treatment of a sexually transmitted disease. Emergency cases can be rendered under implied consent.

- **Payment Procedures for Sexual Assault Nurse Examiner or Other Medical Providers**

After completion of a forensic exam, the SANE or medical provider conducting the medical forensic examination will complete all required documents and payment forms as provided by the Criminal Justice Coordinating Council (CJCC) of Georgia. The required forms and documents will be submitted by the SANE or medical provider to the Haven Rape Crisis Center directly for reimbursement for exam costs only.

- **State-Wide Sexual Assault Kit Tracking System:**

Sexual Assault Kit tracking will be provided to all victims for updates on the location and status of sexual assault kits throughout the criminal justice process, including the initial collection in sexual assault medical forensic examination performed at medical facilities, receipt and storage at law enforcement agencies, receipt and analysis at forensic laboratories, and any destruction after completion of analysis.

Tracking will allow facilities performing sexual assault medical forensic examinations, law enforcement agencies, prosecutors, the Division of Forensic Sciences of the Georgia Bureau of Investigation, and other entities having custody of sexual assault kits to update and track the status and location of sexual assault kits. Victims of sexual assault will be able to anonymously track or receive updates regarding the status of their sexual assault kits using electronic technology or technologies allowing continuous access (O.C.G.A. § 17-5-74).

- **Prosecution Response**

A crime is an illegal act or omission for which someone can be punished by the government. A felony crime is a prohibited act, which carries possible punishment of one year or more in the State Penitentiary. Under Georgia law, all felonies are in the jurisdiction of Superior Court and are prosecuted by the District Attorney's Office for the Circuit in which the crime was committed. The District Attorney's Office for the Alapaha Judicial Circuit prosecutes felony cases in Atkinson, Berrien, Clinch, Cook, and Lanier Counties.

Most crime victims regard a criminal case as their case and expect the prosecutor to pursue the case according to their wishes. Victims of sexual assault, which can include some of the most violent and traumatic cases handled by prosecutors, are no exception to this general rule. This sometimes results in conflict between the victim and prosecutor as to the appropriate resolution of the criminal case. While the victim is primarily concerned only with their individual case and feelings regarding the case, the prosecutor has taken an oath to uphold the Constitution and laws of the United States and the State of Georgia. The prosecutor represents the interests of the people of the State of Georgia (i.e., society as a whole) not merely the interests of the individual victim.

It is the ultimate legal responsibility of the prosecutor to determine the disposition of any case, including sexual assault crimes. It is the policy of the District Attorney's Office of the Alapaha Judicial Circuit to make such a determination after careful consideration of the feelings and position of the victim, victim's family members and the law enforcement investigator who has had primary responsibility for the investigation. While the majority of cases prosecuted by the District's Attorney's Office for the Alapaha Judicial Circuit are resolved with the agreement of the victim, such cannot always be the case. In any event, it is the policy of the District Attorney's Office to explain the reasons for disposition of cases to victims. This is especially important when the disposition is contrary to the victim's wishes. If, after hearing the reasons, a victim is not in agreement with the disposition of the criminal case, he or she always has the option of filing a civil suit against the perpetrator in which the victim will be a named party and can direct his or her private attorney as to how to proceed in that action.

- **Victim Services - Office of District Attorney**

In 1995, the Georgia Legislature adopted the *Crime Victims' Bill of Rights (Codified at O.C.G.A. § 17-17-1)*. These rights include but are not limited to:

- The right to reasonable, accurate, and timely notice of any scheduled court proceedings or any changes to such proceedings;
- The right to reasonable, accurate, and timely notice of the arrest, release, or escape of the accused;
- The right not to be excluded from any scheduled court proceedings, except as provided in this chapter or as otherwise required by law;
- The right to be heard at any scheduled court proceedings involving the release, plea, or sentencing of the accused;
- The right to file a written objection in any parole proceedings involving the accused;
- The right to confer with the prosecuting attorney in any criminal prosecution related to the victim;
- The right to restitution as provided by law;
- The right to proceedings free from unreasonable delay; and

- The right to be treated fairly and with dignity by all criminal justice agencies involved in the case.

The first requirement for a victim to exercise his or her rights is to be made aware of those rights. The District Attorney's Office of the Alapaha Judicial Circuit provides local law enforcement agencies an outline of those rights for distribution to crime victims. This outline is given to the victim by the responding officer and includes the phone number of the District Attorney's Office Victim Assistance Program for further information.

If a member of the District Attorney's Office is not called to the scene, an attempt to contact the victim of a sexual assault will be made within 24 to 48 hours or at a reasonable time once sufficient information becomes available. Incident reports from investigating law enforcement agencies are examined daily to insure victim notification.

Upon initial contact, one of the District Attorney's Victim Advocates will attempt to coordinate an immediate face-to-face interview and will advise the victim of his or her rights under O.C.G.A. § 17-17-1, et. seq. If the responding officer did not provide the victim rights outline to the victim, the District Attorney's Victim Advocate will provide that outline, as well as a copy of a brochure explaining the criminal justice process in basic terms.

The District Attorney's Victim Advocate will also explain the availability of victim compensation and will offer assistance with completing the application, as well as contacting the Governor's Criminal Justice Coordinating Council Division of Victim Compensation if needed. The District Attorney's Office appeals adverse decisions of Victim Compensation if the office believes that the denial was made in error. At the initial meeting, as well as subsequent meetings, the District Attorney's Victim Advocate will make reference to support services appropriate to the needs of the victim.

Whenever possible, the District Attorney's Office notifies the victim of any proceeding in which the release of the accused will be considered and offers the victim the opportunity to express his or her opinion on the release of the accused pending judicial disposition. If any accused is released on a pre-trial bond, a bond after conviction, or given a probated sentence, the

District Attorney's Office requests of the Court to make "no contact with the victim, directly or indirectly," a condition of the release. The District Attorney's Office further notifies the victim of his or her right to notify the office if the accused violates the condition of release or if anyone else subjects them to threats or intimidation. Upon a victim's written complaint of such and/or other evidence produced, the District Attorney's Office can take action to petition the Court to revoke bond or probation and/or bring criminal charges against such individual.

During any hearing or trial, the District Attorney's Victim Advocate makes all reasonable attempts, consistent with Court facilities, to ensure that the victim waits in an area separate from the accused, his friends, and family.

Prior to disposition of the accuser's case, the prosecutor offers the victim the opportunity to express the victim's opinion on the disposition of the case, including plea or sentence negotiations and participation in pre-trial or post-trial diversion programs. The opportunity is given for both oral opinion and also in the form of a written Victim Impact Statement from the victim.

The District Attorney's Office notifies the victim of all hearing/court dates/post adjudication proceedings, which can affect the custodial status or disposition of the case. This is accomplished by both telephone contact and with written notice when possible. Victims are also notified of appellate/parole decisions and where possible, the prosecutor assists the victim in communicating with both the Department of Corrections (prison system) and Parole Board. The prosecutor's office also assists the victim with enrolling in the 24 hour automated notification system operated by the Department of Corrections to notify the victim of any escapes from custody by the perpetrator.

- **General Procedures**

After a suspect is arrested, the Magistrate Judge forwards a copy of the warrant to the District Attorney. Cases are assigned to a specific prosecutor when the warrant is received. The District Attorney's Office for the Alapaha Judicial Circuit primarily utilizes a hybrid-vertical prosecution case-assignment system. Therefore, the prosecutor initially assigned the case will follow it through until its conclusion in the office. The ultimate assignment of prosecutors to a case is the responsibility of the elected District Attorney who has that legal obligation as part of his official duties.

In every case which appears to be able to be resolved only by trial, as opposed to some other disposition, the prosecutor and advocates make all reasonable efforts to visit the courtroom with the victim when there is no court action taking place in order to acclimate the victim to the courtroom and explain trial procedures in an attempt to raise the comfort level for the victim under admittedly unpleasant circumstances.

Each sexual assault victim is provided the name and phone number of the prosecutor and victim advocates assigned to his or her case, and the staff of the District Attorney's Office is always available to advise and consult with victims, from the date of the incident, until literally decades later when parole issues arise.

- **Financial Resources**

There are a number of costs associated with a sexual assault, in particular the costs of collecting evidence; hospital or health provider fees including fees for the physical examination; lab expenses including the collection of specimens, tests for pregnancy and tests to detect the presence of HIV antibodies; medications to prevent sexually transmitted diseases; follow-up; and treatment for any injuries. In addition there may be costs to the victim of lost wages, and for a family, funeral expenses.

(1.) Payments for Forensic Exams

When evidence relating to an allegation of rape is collected in the course of a medical examination of the person who is the victim of the alleged crime, the Georgia Crime Victims Emergency Fund, as provided for in Chapter 15 of Title 17, shall be responsible for the cost of the medical examination to the extent that expense is incurred for the limited purpose of collecting evidence. (OCGA 16-6-1)

When evidence relating to an allegation of aggravated sodomy is collected in the course of a medical examination of the person who is the victim of the alleged crime, the Georgia Crime

Victims Emergency Fund, as provided for in Chapter 15 of Title 17, shall be financially responsible for the cost of the medical examination to the extent that expense is incurred for the limited purpose of collecting evidence. (OCGA 16-6-2)


(2.) Victims' Compensation Fund


For other medical costs associated with the assault such as the pregnancy test, test for HIV, emergency contraception, and treatment for any injuries, reimbursement can be claimed through the Victims' Compensation Fund, and if an application is made and approved payment will made directly to the hospital or other medical provider, including a Sexual Assault Nurse Examiner. However if a victim is insured or on Medicaid, then those sources should be sought before the Victims' Compensation Fund is used.


We, as members of the Alapaha Judicial Circuit Sexual Assault Response Team Protocol Committee, hereby sign our support and commitment to the policies and procedures as documented and set forth herein this Protocol, to the training and implementation of such, and to the ongoing process of facilitating through the Sexual Assault Response Team, a multi-disciplinary, coordinated response to the crime of sexual assault and sexual assault victims.

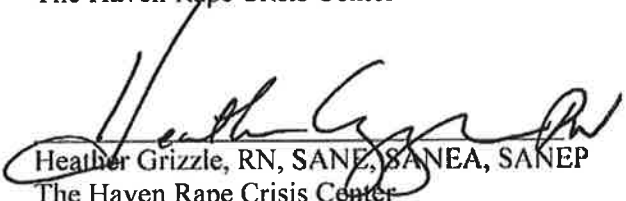
Approved and adopted this 23 day of September, 2024.

At Large Members:


District Attorney Chase L. Studstill
Chairman, Sexual Assault Protocol Committee
Alapaha Judicial Circuit


Dr. Stewart Warren, MD
Magnolia Urgent Care
Local Citizen Member


Michelle Girtman
Executive Director
The Haven Rape Crisis Center


Heather Grizzle, RN, SANE, SANE-A, SANE-P
The Haven Rape Crisis Center
Sexual Assault Health Care Professional

ATKINSON COUNTY



Honorable Carol G. Durrance, Judge
Magistrate Court of Atkinson County



David Moore, Sheriff
Atkinson County Sheriff's Office



Tanner Farmer, Police Chief
Pearson Police Department




Amber DeCosta, RN, County Nurse Manager
Georgia Department of Public Health




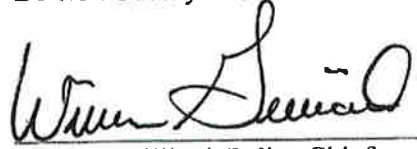
Francisco Sanchez, Police Chief
Willacoochee Police Department

BERRIEN COUNTY




Honorable Doug Gaskins, Judge
Berrien County Magistrate Court

Ray Paulk, Sheriff
Berrien County Sheriff's Office

Dennis Haygood, Police Chief
Alapaha Police Department

William Gilliard, Police Chief
Enigma Police Department

Ronald Knowles, Police Chief
Nashville Police Department


Robert Owens, Police Chief
Ray City Police Department

Dawn Bowen, BSN, RN, County Nurse Manager
Georgia Department of Public Health

CLINCH COUNTY



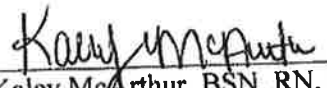
Honorable Kim Smith, Judge
Clinch County Magistrate Court



Keith Jackson, Police Chief
Homerville Police Department

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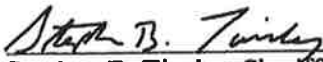
Stephen B. Tinsley, Sheriff
Clinch County Sheriff's Office

 RN BSN

Kaley McArthur, BSN, RN, County Nurse Manager
Georgia Department of Public Health

CLINCH COUNTY

Honorable Kim Smith, Judge
Clinch County Magistrate Court



Stephen B. Tinsley, Sheriff
Clinch County Sheriff's Office


Keith Jackson, Police Chief
Homerville Police Department

Kaley McArthur, BSN, RN, County Nurse Manager
Georgia Department of Public Health

COOK COUNTY




Honorable Stephen M. Chammoun, Chief Judge
Cook County Magistrate Court



Doug Hanks, Sheriff
Cook County Sheriff's Office



Audie Rowe, Police Chief
Adel Police Department



Rebecca Allgood, RN, County Nurse Manager
Georgia Department of Public Health



Tavoris Belcher, Police Chief
Sparks Police Department



Joel Futch, Police Chief
Lenox Police Department



Telly Williams, Police Chief
Cecil Police Department


LANIER COUNTY

** see next page*

Honorable Judy B. Mullis, Chief Judge
Lanier County Magistrate Court



Nick Norton, Sheriff
Lanier County Sheriff's Office



James Sumner, Captain/ Designee
Lakeland Police Department



Lauren Lee, RN, County Nurse Manager
Georgia Department of Public Health

LANIER COUNTY



Honorable Judy B. Mullis, Chief Judge
Lanier County Magistrate Court

Nick Norton, Sheriff
Lanier County Sheriff's Office

Michael Slusher, Police Chief
Lakeland Police Department

Lauren Lee, RN, County Nurse Manager
Georgia Department of Public Health

Addendum 1:

Memorandum of Understanding (MOU)

Addendum 1

MEMORANDUM OF UNDERSTANDING

This agreement, dated December 7, 2020, is entered into between the Clinch County Memorial Hospital and The Battered Women's Shelter, Inc. dba The Haven's Sexual Assault Response Center, and is written to facilitate an agreement between the parties for services related to goals and implementation of the Standards of Nursing Practice as set forth by the International Association of Forensic Nurses (IAFN) in conducting forensic examinations.

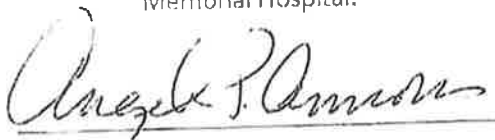
UNDERSTANDING AGREEMENTS, SUPPORT AND RESOURCE REQUIREMENTS:

A. Clinch County Memorial Hospital agrees to:

1. Make involvement of certified rape crisis advocates a component of the standard response to a report of sexual abuse by calling the 24 hour crisis line at 229-244-1765.
2. Any time that an incident or allegation of sexual abuse is discovered or reported within 120 hours of the incident, Clinch County Memorial Hospital will notify the sexual abuse to The Haven's Sexual Assault Response Center for a forensic medical exam, and to meet with an advocate.
3. If the incident occurred more than 120 hours prior to the report, Clinch County Memorial Hospital will ensure that the victim receives a medical evaluation from a MD and any needed treatment; and contact information for The Haven's Sexual Assault Response Center the next business day for advocacy services.
4. Clinch County Memorial Hospital will also provide The Haven's Sexual Assault Response Center contact information to the patient.
5. Respect the confidential nature of communication between The Haven's Sexual Assault Response Center advocates and patients at Clinch County Memorial Hospital.
6. Ensure that The Haven's Sexual Assault Response Center advocates are cleared to enter the Clinch County Memorial Hospital for meetings, training sessions or to meet with patients. Clinch County Memorial Hospital will provide for other logistical needs, such as private meeting space if needed.
7. Facilitate the placement of information with instructions on how to access The Haven's Sexual Assault Response Center hotline in areas visible to all patients and employees.
8. Allow patients the ability to communicate any questions or concerns to The Haven's Sexual Assault Response Center staff.

B. The Haven Sexual Assault Response Center agrees to:

1. Respond to requests from Clinch County Memorial Hospital to provide advocacy and forensic exams to patients.
2. Respond to calls from Clinch County Memorial Hospital received on The Haven's Sexual Assault Response Center hotline.
3. Provide follow-up services and crisis intervention **contacts** to victims of sexual assault at Clinch County Memorial Hospital, as **resources** allow.
4. Work with designated Clinch County Memorial Hospital officials to obtain security clearance and follow all facility guidelines for safety and security, as necessary.
5. Maintain confidentiality as outlined by The Battered Women's Shelter, Inc. dba The Haven's agency standards.
6. Obtain the patient's consent and a release of information prior to contacting Clinch County Memorial Hospital or other third parties about any fears or concerns the patient has related to his/her safety or well-being.
7. Provide sexual assault focused training for staff, as needed.
8. Communicate any questions or concerns about the MOU to Clinch County Memorial Hospital.



Angela Ammons, CEO

Clinch County Memorial Hospital

12-7-20

Date



Michelle Girtman, Director

The Battered Women's Shelter, Inc.

Db a The Haven's Sexual Assault Response Center

12-7-20

Date

Addendum 2:

Business Associate Agreement

Addendum 2

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") dated June 1, 2017 (the "Effective Date"), is entered into by and between THE HOSPITAL AUTHORITY OF VALDOSTA AND LOWNDES COUNTY, GEORGIA, d/b/a South Georgia Medical Center, a body corporate and public, created pursuant to the Hospital Authority Law, hereinafter referred to as "Authority" and The Battered Women's Shelter, Inc. d/b/a The Haven's Sexual Assault Response Center hereinafter referred to as "ASSOCIATE", for the purposes of complying with the privacy and security regulations issued by the United States Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the security provisions of the American Recovery and Reinvestment Act of 2009 ("ARRA"). Authority and ASSOCIATE may be individually referred to as "Party", and collectively referred to as the "Parties."

WHEREAS, Authority and ASSOCIATE have entered into, or are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the "Business Arrangements") pursuant to which ASSOCIATE may provide services for Authority that require ASSOCIATE to access, create and use health information that is protected by state and/or federal law; and

WHEREAS, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the U.S. Department of Health & Human Services ("HHS") promulgated the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Standards"), at 45 C.F.R. Parts 160 and 164, requiring certain individuals and entities subject to the Privacy Standards (each a "Covered Entity", or collectively, "Covered Entities") to protect the privacy of certain individually identifiable health information ("Protected Health Information", or "PHI"); and

WHEREAS, pursuant to HIPAA, HHS has issued the Security Standards (the "Security Standards"), at 45 C.F.R. Parts 160, 162 and 164, for the protection of electronic protected health information ("E PHI"); and

WHEREAS, in order to protect the privacy and security of PHI, including E PHI, created or maintained by or on behalf of Authority, the Privacy Standards and Security Standards require Authority to enter into a "business associate agreement" with certain individuals and entities providing services for or on behalf of Authority if such services require the use or disclosure of PHI or E PHI; and

WHEREAS, ASSOCIATE and Authority desire to enter into this Business Associate Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the Parties agree as follows:

ASSOCIATE Obligations

1. ASSOCIATE may receive from Authority, or create or receive on behalf of Authority, health information that is protected under applicable state and/or federal law, including PHI and E PHI. ASSOCIATE shall use such information only for the purposes of the Business Arrangements and shall not use such information for any other purpose.

applicable, and all references to PHI herein shall be construed to include EPHI. ASSOCIATE agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the requirements of the Privacy Standards or Security Standards if the PHI were used or disclosed by Authority in the same manner. ASSOCIATE shall use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement.

1.2 ASSOCIATE shall implement appropriate administrative, physical and technical safeguards and in all other respects comply with Subpart C of 45 CFR Part 164 in order to protect the confidentiality, integrity and availability of the PHI and EPHI that it creates, receives, maintains or transmits on behalf of Authority. ASSOCIATE covenants that such safeguards shall include, without limitation, implementing written policies and procedures in compliance with HIPAA and ARRA, conducting a security risk assessment, and training ASSOCIATE employees who will have access to PHI with respect to the policies and procedures required by HIPAA and ARRA.

1.3 In the event of a Security Incident, including a Breach (as hereinafter defined) or any other use or disclosure which is not permitted under this Agreement of any PHI or EPHI that ASSOCIATE accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds or uses on behalf of Authority in connection with the Business Arrangement, ASSOCIATE shall report such Security Incident or other incident to the Authority within ten (10) days of discovery by the ASSOCIATE. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information.

1.4 In the event of a Breach of Unsecured PHI, ASSOCIATE shall provide Authority with Notice thereof. Notice of a Breach shall be in writing and include: (i) the identification of each individual whose PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the Breach; (ii) a brief description of the circumstances surrounding the Breach; (iii) the date of the Breach; (iv) the date of discovery of the Breach; (v) the scope of the Breach; (vi) ASSOCIATE's response to the Breach and the identification of the party responsible for causing the Breach, if known; (vii) a description of the types of unsecured PHI involved in the Breach (e.g. names, social security numbers, dates of birth, addresses, account numbers, diagnostic and disability codes, etc.); (viii) any steps which should be taken by affected individuals to protect themselves from potential harm resulting from the Breach; (ix) a brief description of what ASSOCIATE is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and (x) the name and contact information of a liaison whom the Authority may contact with inquiries concerning the Breach.

1.5 ASSOCIATE shall supplement any Notice of Breach provided to the Authority as information which was not known at the time of the original Notice of Breach becomes available.

1.6 In the event of a Breach, ASSOCIATE shall, in consultation with Authority, mitigate, to the extent practicable, any harmful effect of such Breach that is known to ASSOCIATE.

2. Use of PHI. ASSOCIATE shall use PHI: (i) solely for Authority's benefit and only for the purpose of performing services for Authority as such services are defined in Business Arrangements; and (ii) as necessary for the proper management and administration of ASSOCIATE or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Except as otherwise expressly permitted herein or as required by

law, ASSOCIATE shall not use or disclose PHI for any purposes other than those stated above. Authority shall retain all rights in the PHI not granted herein. Use, creation and disclosure of de-identified health information by ASSOCIATE are not permitted unless expressly authorized in writing by Authority.

3. **Disclosure of PHI.** Subject to any limitations in this Agreement, ASSOCIATE may disclose PHI to any third party persons or entities as necessary to perform its obligations under the Business Arrangement with Authority and as permitted or required by applicable federal or state law. Further, ASSOCIATE may disclose PHI for the proper management and administration of ASSOCIATE, provided that: (i) such disclosures are required by law; or (ii) ASSOCIATE: (a) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; (b) requires the third party to agree to immediately notify ASSOCIATE of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Privacy Standards; and (c) ensures that all disclosures of PHI by ASSOCIATE and the third party comply with the principle of "minimum necessary use and disclosure," i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed. If ASSOCIATE discloses PHI received from Authority, or created or received by ASSOCIATE on behalf of Authority, to agents, including a permitted subcontractor (collectively, "Recipients"), ASSOCIATE shall require Recipients to agree in writing to the same restrictions and conditions that apply to ASSOCIATE under this Agreement. To the extent permitted by law, ASSOCIATE shall be fully liable to Authority for any acts, failures or omissions of Recipients in furnishing the services as if they were ASSOCIATE's own acts, failures or omissions. ASSOCIATE shall report to Authority any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within five (5) days of ASSOCIATE becoming aware of such use or disclosure. ASSOCIATE agrees to mitigate, to the extent practical and unless otherwise requested by Authority in writing, any harmful effect that is known to ASSOCIATE and is the result of a use or disclosure of PHI by ASSOCIATE or Recipients in violation of this Agreement.

4. **Individual Rights Regarding Designated Record Sets.** If ASSOCIATE maintains a Designated Record Set on behalf of Authority, ASSOCIATE shall: (i) provide access to, and permit inspection and copying of PHI by Authority or, as directed by Authority, an individual who is the subject of the PHI under conditions and limitations required under 45 CFR §164.524, as it may be amended from time to time; and (ii) amend PHI maintained by ASSOCIATE as requested by Authority. ASSOCIATE shall respond to any request from Authority for access by an individual within five (5) days of such request and shall make any amendment requested by Authority within ten (10) days of such request. The information shall be provided in the form or format requested, if it is readily producible in such form or format, or in summary, if the individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying PHI may be charged. Authority shall determine whether a denial is appropriate or an exception applies. ASSOCIATE shall notify Authority within five (5) days of receipt of any request for access or amendment by an individual. Authority shall determine whether to grant or deny any access or amendment requested by the individual. ASSOCIATE shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set, as requested by Authority.

5. Accounting of Disclosures. ASSOCIATE shall make available to Authority in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual, in accordance with 45 CFR §164.528, as it may be amended from time to time, incorporating exceptions to such accounting designated under the regulation. Such accounting is limited to disclosures that were made in the six (6) years prior to the request and shall not include any disclosures that were made prior to the compliance date of the Privacy Standards. ASSOCIATE shall provide such information necessary to provide an accounting within thirty (30) days of Authority's request. Such accounting must be provided without cost to the individual or to Authority if it is the first accounting requested by an individual within any twelve (12) month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if ASSOCIATE informs Authority and Authority informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as ASSOCIATE maintains PHI.

6. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an individual's specific authorization for the use of his or her PHI, and: (i) the individual revokes such authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is defective in any manner that renders it invalid, ASSOCIATE agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Privacy Standards expressly applies.

7. Records and Audit. ASSOCIATE shall make available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by ASSOCIATE on behalf of Authority for the purpose of determining Authority's compliance with the Privacy Standards or any other health oversight agency, in a time and manner designated by the Secretary. Except to the extent prohibited by law, ASSOCIATE agrees to notify Authority immediately upon receipt by ASSOCIATE of any and all requests by or on behalf of any and all government authorities served upon ASSOCIATE for PHI.

8. Confidentiality.

8.1 ASSOCIATE shall take any steps reasonably required to: (i) protect PHI from unauthorized uses or disclosures, and (ii) maintain the confidentiality and integrity of PHI.

8.2 The Parties shall comply with all federal and state laws governing the confidentiality and privacy of health information that are applicable to them, respectively, including, without limitation, HIPAA and the regulations promulgated thereunder, and ARRA and the regulations promulgated thereunder.

9. Term and Termination.

9.1 This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 9, provided, however, that any termination shall not affect the respective obligations or rights of the Parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.

9.2 Authority shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to ASSOCIATE.

9.3 Authority, at its sole discretion, may immediately terminate this Agreement and shall have no further obligations to ASSOCIATE hereunder if any of the following events shall have occurred and be continuing:

- (i) ASSOCIATE shall fail to observe or perform any material covenant or obligation contained in this Agreement for ten (10) days after written notice thereof has been given to ASSOCIATE by Authority; or
- (ii) A violation by ASSOCIATE of any provision of the Privacy Standards or applicable federal or state privacy law relating to the obligations of ASSOCIATE under this Agreement.

9.4 Termination of this Agreement for either of the two reasons set forth in Subsection 9.3 above shall be cause for Authority to immediately terminate for cause any Business Arrangement pursuant to which ASSOCIATE is entitled to receive PHI from Authority.

9.5 In the event that either Party has knowledge of a material breach of this Agreement by the other Party, and cure is not possible, the non-breaching Party shall immediately terminate this Agreement. When neither cure nor termination is feasible, the non-breaching Party shall report the violation to the Secretary.

9.6 Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.

9.7 Upon termination of this Agreement for any reason, ASSOCIATE agrees either to return to Authority or to destroy all PHI received from Authority or otherwise through the performance of services for Authority, that is in the possession or control of ASSOCIATE or its agents (and if destroyed, provide written certification of same). In the case of PHI which is not feasible to "return or destroy," ASSOCIATE shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as ASSOCIATE maintains such PHI. ASSOCIATE further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI. This provision shall survive termination of this Agreement for any reason.

10. Compliance with Red Flag Rules. In the event that ASSOCIATE is engaged to perform an activity in connection with any "covered account" as defined in 16 CFR §681.1 (as applicable to Authority as a "creditor" and therefore to ASSOCIATE as a "service provider" providing any service to Authority) ASSOCIATE agrees to: (i) fully adopt and comply with the Red Flag Rules (16 CFR §681.1) currently in effect and as may be promulgated in the future; (ii) adopt a Red Flag program (a pattern, practice, or specific activity that indicates the possible existence or identity theft) that is compliant with federal regulations as promulgated in 16 CFR §681.1; and (iii) take all necessary and appropriate steps to ensure that its activities undertaken as a part of this Agreement are conducted in accordance with the Red Flag Rules and its Red Flag program, including, without limitation, ensuring the adoption of and continued compliance with reasonable policies and procedures designed to detect, prevent, and mitigate risk of identity theft, detecting any Red Flag that may arise during the term of this Agreement, reporting any and all

Flag to Authority, and taking any further steps as may be necessary to protect or identify them.

11. Indemnification. ASSOCIATE shall indemnify, defend, and hold Authority, its officers, directors, employees, agents, successors and assigns harmless, from and against any and all losses, claims, actions, demands, liabilities, damages, costs, and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees, arising from or related to: (i) the use or disclosure of PHI in violation of the terms of this Agreement or applicable law; (ii) any Breach of Unsecured PHI caused by the acts or omissions of ASSOCIATE; and (iii) the failure of ASSOCIATE or any of its employees, subcontractors, or agents to abide by and comply with the Privacy Rules and the Security Rules. Authority shall have the right, at its expense, to participate in the defense of any claim or action for which ASSOCIATE must indemnify Authority.

12. No Warranty. PHI IS PROVIDED TO ASSOCIATE SOLELY ON AN "AS IS" BASIS. AUTHORITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

13. Ineligible Persons. ASSOCIATE represents and warrants to Authority that ASSOCIATE: (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) ("the Federal Healthcare Programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in ASSOCIATE being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and ASSOCIATE shall immediately notify Authority of any change in the status of the representations and warranty set forth in this Section. Any breach of this Section shall give Authority the right to terminate this Agreement immediately for cause.

14. Miscellaneous.

14.1 Notices. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by: (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below. Neither Party shall refuse delivery of any notice hereunder.

To Authority: Mr. Robert G. Foster Chief
Information Officer South
Georgia Medical Center P. O.
Box 1727
Valdosta, GA 31603-1727

TO ASSOCIATE: The United Women's Shelter, Inc. d/b/a
The Raven's Sexual Assault Response Center
P.O. Box 5382
Valdosta, Georgia 31601
Attention: Executive Director

14.2 Waiver. No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

14.3 Assignment. Neither Party may assign (whether by operation of law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Authority shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Authority, without the prior approval of ASSOCIATE.

14.4 Severability. Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

14.5 Amendment. This Agreement may be modified or amended only by a written agreement signed by the Parties hereto. If any of the regulations promulgated under HIPAA or ARRA are amended or interpreted in a manner that renders this Agreement inconsistent therewith, the Parties shall amend this Agreement to the extent necessary to comply with such amendments or interpretations.

14.6 Entire Agreement. This Agreement and the Business Arrangement(s) constitute the complete agreement between ASSOCIATE and Authority relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Privacy Standards and/or Security Standards, or the Parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the Parties, their affiliates and respective successors and permitted assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

14.7 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state in which Authority is located, excluding its conflict-of-laws provisions. Jurisdiction and Venue for any dispute relating to this Agreement shall exclusively rest with the state and federal courts in the county in which Authority is located.

14.8 Equitable Relief. ASSOCIATE understands and acknowledges that any disclosure or misappropriation of any PHI in violation of this Agreement will cause Authority irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees to

Authority shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach, and for such other relief as Authority shall deem appropriate. Such right of Authority is to be in addition to the remedies otherwise available to Authority at law or in equity. ASSOCIATE expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Authority.

14.9 Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, or (ii) a relationship of employer and employee between the Parties. This Agreement does not express or imply any commitment to purchase or sell goods or services.

14.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of this Agreement is sought.


IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

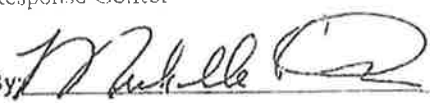
AUTHORITY:

ASSOCIATE:

[The Hospital Authority of Valdosta and Lowndes County, Georgia, d/b/a South Georgia Medical Center]

The Battered Women's Shelter, Inc. d/b/a The Haven's Sexual Assault Response Center

By: 

By: 

Robert G. Foster
(Print or Type Name)

Michella Girtman
(Print or Type Name)

Chief Information Officer
(Title)

Executive Director
(Title)

Date: 8/2/2017

Date: 6/29/17

CERTIFICATE OF COMPLIANCE

To: Director Jay Neal, Criminal Justice Coordinating Council
The Honorable Clayton A. Tomlinson, Chief Judge Alapaha Judicial Circuit

From: Alapaha Judicial Circuit Sexual Assault Protocol Committee

Re: SART Committee Certificate of Compliance

Date: September 23rd, 2024

The undersigned as Chairman of the Alapaha Judicial Circuit Sexual Assault Protocol Committee hereby certifies that it has met at least once during the 2024 calendar year for the purpose of both drafting and adopting the Protocol, as well as, evaluating the effectiveness of the Protocol and appropriately modifying and updating the same, per the mandate under O.C.G.A. § 15-24-2(f).

This Certificate of Compliance is being submitted to the Criminal Justice Coordinating Council (CJCC) before December 31, 2024, and is in Compliance with O.C.G.A. § 15-24-2(g).

Respectfully submitted this 23rd of September, 2024.



District Attorney Chase L. Studstill
Chairman, Sexual Assault Protocol Committee
Alapaha Judicial Circuit

ATKINSON COUNTY, GEORGIA
FILED IN OFFICE
2024 SEP 24 AM 11:06
CATHIA S. DILLINGHAM
CLERK OF SUPERIOR
& JUVENILE COURT