



City Council Report

915 I Street, 1st Floor

Sacramento, CA 95814

www.cityofsacramento.org

File ID: 2021-00789

September 14, 2021

Consent Item 09

Title: Agreement: Sexual Assault Forensic Examinations [Published for 10-Day Review 09/02/2021]

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager, or the City Manager's designee, to execute a five-year agreement with Sutter Valley Medical Foundation dba Sutter Medical Foundation, to perform sexual assault forensic examinations in an amount not to exceed \$1,250,000 from July 1, 2020 through June 30, 2025.

Contact: Justin Eklund, Police Captain, (916) 808-0551; Shawn Ayers, Police Sergeant, (916) 808-0437; Nancy Molina, Administrative Analyst, (916)-808-0304, Office of Investigations, Police Department

Presenter: None

Attachments:

1-Description/Analysis

2-Agreement

Description/Analysis

Issue Detail: The Sacramento Police Department (Department) has an operational requirement mandated by the State of California (Assembly Bill 538) pertaining to Sexual Assault Evidentiary Examinations 13823.95(c). The statute states “the cost of a medical evidentiary examination performed by a qualified health care professional, hospital, or other emergency medical facility for a victim of a sexual assault shall be treated as a local cost and charged to and reimbursed within 60 days by the local law enforcement agency in whose jurisdiction the alleged offense was committed.” The Department recommends the execution of an agreement with Sutter Valley Medical Foundation dba Sutter Medical Foundation (SMF) to perform sexual assault, child abuse, physical abuse, neglect and Violence Against Women Act (VAWA) forensic examinations from July 1, 2020 through June 30, 2025.

Policy Considerations: The recommendations in this report are consistent with: 1) Sacramento City Code section 4.04.020 mandates that unless waived by a two-thirds vote of the City Council, all agreements greater than \$1 million shall be made available to the public at least ten (10) days prior to Council action; and 2) Sacramento City Code Section 3.56.090, authorizing the City Council to award contracts in excess of \$250,000. This item was published for 10-day review on September 2, 2021 in compliance with the City Code.

Economic Impacts: None.

Environmental Considerations: The proposed activity is not a project pursuant to the California Environmental Quality Act (CEQA), CEQA Guidelines Section 15378(b)(5). The activity is an organizational or administrative activity of governments that will not result in direct or indirect physical changes in the environment and is not subject to CEQA. CEQA Guidelines Section 15060(c)(3).

Sustainability: Not applicable.

Commission/Committee Action: Not applicable

Rationale for Recommendation: In December 2014, a Request for Proposals (RFP) was publicly solicited (RFP # P15111081016) and SMF was the only vendor that submitted a proposal.

In preparation of executing a new agreement for sexual assault forensic examinations, the Department performed research to determine if other providers were available to provide the services. After performing market research, SMF was found to be the sole provider for these services in the Sacramento area. The SPD reached out to U.C. Davis and Dignity Health who confirmed SMF was the only medical institution in the Greater Sacramento Valley Region

providing all types of sexual assault evidentiary examinations (adult, adolescent, pediatric, and suspect) for all ages of patients 24 hours per day, seven days per week. These evidentiary examinations are critical in helping to identify the offender in sexual assault cases and ultimately seek justice for the victim. Medical examinations solve most cases tried in court based on the evidence they provide.

The agreement start date will allow staff to pay for services that have occurred since July 1, 2020 following the expiration of the previous agreement. Prior to the expiration of the previous agreement, staff reached out to Sutter to extend the agreement. At the same time, staff began drafting a new agreement to include a change in the scope of services. Sutter did not provide acceptance of terms until early 2021.

Financial Considerations: The total agreement not-to-exceed amount is \$1.25 million for the term of the agreement. The estimated budget is based on prior year spending trend and anticipated cost increases. These services will be utilized on an as needed basis and charged to the Department's operating budget.

Local Business Enterprise (LBE): SMF is an LBE.

CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

General Information (Required)

Original Contract # (supplements only): _____ Supplement/Addendum #: _____
Assessor's Parcel Number(s): _____
Contract Effective Date: 07/01/2021 Contract Expiration Date (if applicable): 06/30/2025
\$ Amount (Not to Exceed): 1250000 Adjusted \$ Amount (+/-): 0
Other Party: Sutter Medical Foundation
Project Title: Sexual Assault and Forensic Examinations
Project #: _____ Bid/RFQ/RFP #: _____
City Council Approval: YES if YES, Council File ID#: 2021-0789

Contract Processing Contacts

Department: Police Project Manager: Nancy Molina, Analyst
Contract Coordinator: Tammy Jones Email: TDJONES@PD.CITYOFSACRAMENTO.ORG

Department Review and Routing

Accounting:	_____	_____
	(Signature)	(Date)
Supervisor:	_____	_____
	(Signature)	(Date)
Division Manager:	_____	_____
	(Signature)	(Date)
Other:	_____	_____
	(Signature)	(Date)

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

Recording Requested

Other Party Signature Required

GAU File #21-033

-----FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE-----

CONTRACT #:
CONTRACT NAME: Sexual Assault and Forensic Examinations
CONTRACT PROJECT #:
DEPARTMENT: Police
DIVISION: Office of Investigations

CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT¹

THIS contract, made at Sacramento, California, by and between the **CITY OF SACRAMENTO**, a charter city and municipal corporation ("CITY"), and

Sutter Valley Medical Foundation, a California non-profit public benefit corporation doing business as

SUTTER MEDICAL FOUNDATION ("Contractor")

2750 Gateway Oaks Dr., Suite 150

Sacramento, CA 95833

Phone: 916-262-9107/Email: TrelfoEA@sutterhealth.org

("CONTRACT"), as of the Effective Date, as defined below. CITY and Contractor agree as follows:

1. **Effective Date.** This Contract shall be effective beginning the date it is fully executed by the duly authorized parties.

2. **Contract Documents.**

All exhibits and documents attached or referred to in this Contract are incorporated as if set forth herein, including Exhibit A (titled "Scope of Services"), Attachment 1 to Exhibit A ("Description of Services"), Exhibit B (titled "Payment"), Attachment 1 to Exhibit B ("Sutter Medical Foundation BEAR Program Fees"), Exhibit C ("Insurance"), Exhibit D ("General Conditions"), and Exhibit E ("Authorization Form for Evidentiary Exams").

If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor and made a part of this Contract and the other terms or conditions of the Contract, the other terms and conditions of the Contract control.

3. **Services.** Subject to the terms and conditions set forth in this Contract, Contractor shall provide to CITY the Bridging Evidence Assessment & Resources ("BEAR") services described in Exhibit A ("Services"). Should any person refuse or fail to consent to the Services, Contractor shall not be required to perform the Services, unless compelled to do so by law.

Contractor will not be compensated for services outside the scope of Exhibit A ("Additional Services") unless, before providing Additional Services: (a) Contractor notifies CITY and CITY

¹ This form is to be used for all professional services, except services performed by architects, landscape-architects, professional engineers, or professional land surveyors, or services related to a construction project.

agrees that the Additional Services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these Additional Services; and (c) CITY, after notice, approves in writing a Supplemental Contract specifying the Additional Services and the amount of additional compensation to be paid Contractor.

CITY will have no obligations whatsoever under this Contract or any Supplemental Contract, unless and until this Contract or any Supplemental Contract is approved by CITY as required by the Sacramento City Code. As used in this Contract, the term "Services" includes both Services and Additional Services as applicable.

4. **Payment.** CITY shall pay Contractor at the times and in the manner set forth in Exhibit B. Contractor shall submit all invoices to CITY in the manner specified in Exhibit B.
5. **Authorization Process.** Authorization Process. Prior to Services being rendered, CITY shall request Services by providing Contractor a written authorization request specifying the Services to be provided, substantially in the form of the attached Exhibit E ("Authorization Form for Evidentiary Exams"). CITY may copy and use the Authorization Form for Evidentiary Exams to meet the requirements of this Agreement. All requests for Services must include the following:
 - Patient name;
 - Date and time of the request;
 - The specific Services to be performed; and
 - The printed name, signature, and badge number of the officer/social worker authorizing the examination.
6. **Facilities and Equipment.** Except as set forth below, Contractor shall, at its sole cost and expense, furnish all facilities and equipment required for Contractor to perform this Contract.
7. **Insurance.** Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the attached Exhibit C.
8. **General Conditions.** Contractor shall comply with the terms and conditions set forth in the attached Exhibit D.
9. **Non-Discrimination in Employee Benefits.** This Contract may be subject to Sacramento City Code chapter 3.54, Non- Discrimination in Employee Benefits by City Contractors. A summary of the requirements, entitled "Requirements of the Non-Discrimination in Employee Benefits Code (Equal Benefits Ordinance)," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code

chapter 3.54. If requested by CITY, Contractor shall promptly provide any documents and information required by CITY to verify Contractor's compliance.

Contractor's violation of Sacramento City Code chapter 3.54 constitutes a material breach of this Contract, for which CITY may terminate the Contract and pursue all available legal and equitable remedies.

10. **Considering Criminal Conviction Information in the Employment Application Process.** This Contract may be subject to the requirements of Sacramento City Code chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements, entitled "Ban-The-Box Requirements," can be viewed at: <https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

The Ban-The-Box Requirements are applicable to certain contracts with CITY in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with CITY is \$250,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.62. If requested by CITY, Contractor shall promptly provide any documents and information required by CITY to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.62 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.62.

Contractor's violation of Sacramento City Code chapter 3.62 constitutes a material breach of this Contract, for which CITY may terminate the Contract and pursue all available legal and equitable remedies.

11. **Local Business Enterprise Program.** The Local Business Enterprise Program Participation Requirements ("LBE Participation Requirements") may be applicable to this Contract. A summary of the requirements, entitled "LBE Participation Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.60. If requested by CITY, Contractor shall promptly provide any documents and information required by CITY to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City

Code chapter 3.60 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.60.

Contractor's violation of Sacramento City Code chapter 3.60 constitutes a material breach of this Contract, for which the CITY may terminate the Contract and pursue all available legal and equitable remedies.

12. **Authority.** Each person signing this Contract for each respective party represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the applicable party and to bind such party to the performance of the Contract's obligations.
13. **Counterparts.** This Contract may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. A photocopy or scanned version of the executed Contract may be used as if it were the original Contract.

[Signatures Page Following Exhibits]

EXHIBIT A

SCOPE OF SERVICES

1. **Representatives.**

The CITY Representative for this Contract is:

*Nancy Molina, Administrative Analyst
5770 Freeport Blvd., Suite 100
Sacramento, CA 95822
(916) 808-0304/nmolina@pd.cityofsacramento.org*

The Contractor Representative for this Contract is:

*Julio Barajas, Contracts Manager
2200 River Plaza, 1st Floor, Sacramento, CA 95833
Phone (916) 286-6776/Fax 916-503-6871/E-mail: BarajaJ1@sutterhealth.org*

Unless otherwise provided in this Contract, all Contractor questions and correspondence pertaining to this Contract must be addressed to the CITY Representative. All CITY questions and correspondence must be addressed to the Contractor Representative.

2. **Scope of Services.** Contractor shall provide Services to CITY as set forth in Attachment 1 to this Exhibit A.

3. **Time of Performance.** The Services described in this Contract shall be provided for a five-year term from July 1, 2020, through June 30, 2025. Contractor shall provide the Services in accordance with any schedule in Attachment 1 to this Exhibit A. Contractor shall immediately notify the CITY if Contractor is unable to make delivery of Goods or perform Services in compliance with this Contract.

4. **Conflict of Interest Requirements.** The individual(s) who will provide Services pursuant to this Contract are "Consultants" within the meaning of the Political Reform Act and CITY's Conflict of Interest Code. _____yes ☒no [check one]

Contractor shall cause the following to occur within 30 days after execution of this Contract:

- (A) Identify the individuals who will provide Services or perform Work under this Contract as "Consultants"; and
- (B) Cause these individuals to file with the CITY Representative the "assuming office" statements of economic interests required by the CITY's Conflict of Interest Code.

Thereafter, throughout the term of the Contract, Contractor shall cause these individuals to file with CITY Representative annual statements of economic interests and "leaving office" statements of economic interests, as required by the CITY's Conflict of Interest Code. CITY may withhold all or a portion of any payment due under this Contract or impose fines on the individuals until all required statements are filed.

EXHIBIT B

PAYMENT

1. **Contractor's Compensation.** The total of all fees paid to the Contractor for the provision of Services as set forth in Exhibit A, including any authorized reimbursable expenses, shall not exceed the total sum of \$ 1,250,000.00. The payments specified in this Exhibit B shall be the only payments made to Contractor unless the CITY approves a Supplemental Contract.
2. **Billable Rates.** Contractor shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum, or other basis, as set forth in Exhibit A or Attachment 1 to this Exhibit B and any applicable special provisions included in the request for bids or proposals. If there is a conflict between Exhibit A or Exhibit B and the Special Provisions, Exhibit A or Exhibit B controls.
3. **Contractor's Reimbursable Expenses.** "Reimbursable Expenses" are limited to actual expenditures of Contractor for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the CITY. No charges or markup will be allowed unless specified in the Contract, including charges for travel and transportation.
4. **Payments to Contractor.** Contractor is responsible for supplying all documentation necessary to verify invoices to CITY's reasonable satisfaction.
 - A. Payments to Contractor shall be made within forty-five (45) days after receipt of Contractor's invoice, in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. Contractor may request payment on a monthly basis.

Contractor shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the reasonable satisfaction of CITY.

B. Invoices must be submitted to either of the addresses specified below.

(1) Email. Submit email invoices and any attachments
to: apinvoices@cityofsacramento.org

(2) Postal Mail. If emailing is not an option, mail
to: A/P Processing Center
City of
Sacramento 915 I
Street, Floor 4
Sacramento, CA 95814-2608

C. All invoices submitted by Contractor must contain the following information:

- (1) Job/Project Name
- (2) CITY's current Purchase Order Number
- (3) Contractor's Invoice Number
- (4) Date of Invoice Issuance
- (5) Work Order Number (if applicable)
- (6) CITY representative identified on the Purchase Order

- (7) Contractor's remit address
- (8) Description of services billed under Invoice
- (9) Amount of Invoice (itemize all authorized Reimbursable Expenses)
- (10) Total Billed to Date under Contract (if applicable)

D. Items must be separated into Services and Reimbursable Expenses. Invoices that do not conform to the format outlined above will be returned to Contractor for correction. CITY is not responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.

- 5. **Additional Services.** Additional Services shall be provided only when a Supplemental Contract authorizing the Additional Services is approved in writing by the CITY in accordance with the CITY's contract amendment procedures. The CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.
- 6. **Accounting Records of Contractor.** During performance of this Contract and for a period of three (3) years after completion of performance, Contractor shall maintain all accounting and financial records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor's Reimbursable Expenses. Contractor shall keep and make records available for inspection and audit by representatives of the CITY upon reasonable written notice, to the extent reasonably necessary for CITY to confirm that the Services (or any Reimbursable Expenses) invoiced by Contractor were provided (or incurred). CITY agrees to hold such Contractor's accounting and financial records confidential, to the extent permitted by law.
- 7. **Tax Payments.** Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. Contractor hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of Contractor's breach of this section.

EXHIBIT C

INSURANCE

1. **Insurance Requirements.** During the entire term of this Contract, Contractor shall maintain the insurance coverage described in the Insurance Terms below. Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Contract. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to CITY.

Contractor's liability to CITY is not in any way limited to or affected by the amount of insurance coverage required or carried by the Contractor in connection with this Contract.

2. **General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Contractor and subcontractors, products and completed operations of Contractor and subcontractors, and premises owned, leased, or used by Contractor and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
3. **General and Professional Liability Insurance Through Self Insurance Program:** CITY accepts Contractor's program of self-insurance through its own captive insurance company, Sutter Insurance Services Corporation (SISCO), for general and professional liability coverage. As a captive insurance company, SISCO cannot provide additional insured status to those other than its parent and affiliated companies.
4. **Automobile Liability Minimum Scope and Limits of Insurance Coverage.** (Check the applicable provision.)

 X Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

 No automobile liability insurance is required, and by signing this Contract, Contractor certifies as follows:

"Contractor certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, Contractor does transport items under this Contract, or this Contract is amended to require any employees of Contractor to use a vehicle to perform services under the Contract, Contractor understands that it must maintain and provide evidence of Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million

dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor."

5. **Workers' Compensation Minimum Scope and Limits of Insurance Coverage.** *(Check the applicable provision.)*

 X Workers' Compensation Insurance is required with statutory limits and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of CITY.

 No work or services will be performed on or at CITY facilities or CITY Property, therefore a Workers' Compensation waiver of subrogation in favor of the CITY is not required.

 No Workers' Compensation insurance is required, and by signing this Contract, Contractor certifies as follows:

"Contractor certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, Contractor hires any employee during the term of this Contract, Contractor understands that Workers' Compensation with statutory limits and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of CITY."

6. **Professional Liability Minimum Scope and Limits of Insurance Coverage.** Professional Liability Insurance providing coverage on a claims-made basis for errors and omissions, or malpractice with limits of not less than one million dollars (\$1,000,000):

Is X Is not *[check one]* required for this Agreement.

If required, such coverage must be continued for at least five (5) year(s) following the completion of all Services under this Contract. The retroactive date must be prior to the date this Contract is approved or any Services are performed.

7. **Other Insurance Provisions.** The policies must contain, or be endorsed to contain, the following provisions:

A. Contractor's insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees, and volunteers. Any insurance or

self-insurance maintained by CITY, its officials, employees or volunteers will be in excess of Contractor's insurance and will not contribute with it.

- B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to CITY, its officials, employees or volunteers.
- C. Coverage shall state that Contractor's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. Contractor shall provide CITY with 30 days written notice of cancellation or material change in the policy language or terms.

8. **Acceptability of Insurance.** CITY hereby accepts Contractor's program of self-insurance with respect to General and Professional Liability coverage.

9. **Verification of Coverage.**

- A. If requested, Contractor shall furnish CITY with certificates and required endorsements if applicable evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the CITY Representative on demand.
- B. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:

City of Sacramento
c/o Exigis LLC
PO Box 4668 ECM-
#35050 New York, NY
10168-4668

- C. Certificate Holder must be listed as:

City of Sacramento
c/o Exigis LLC
PO Box 4668 ECM-
#35050 New York, NY
10168-4668

- D. CITY may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and applicable endorsements required have not been provided before execution of this Contract. CITY may withhold payments to Contractor and/or cancel the

Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

10. **Subcontractor Insurance Coverage.** Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Exhibit C.

EXHIBIT D**GENERAL CONDITIONS****1. Independent Contractor.**

- A. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor, and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel will be entitled to any benefits payable to CITY employees. CITY is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Contract, and Contractor will be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of Contractor's employees or by any third party, including any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance under this Contract.
- B. It is further understood and agreed by the parties that Contractor, in the performance of its obligations, is subject to CITY's control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by Contractor for accomplishing the results. To the extent that Contractor obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Contract, this use will be at the Contractor's sole discretion based on the Contractor's determination that the use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the CITY does not require that Contractor use CITY facilities, equipment or support services or work in CITY locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.
- C. If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision, and control of Contractor. Except as otherwise provided in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor will, to the extent required by law, issue W-2 or 1099 Forms for income and employment tax purposes for all Contractor's assigned personnel and subcontractors.
- D. The provisions of this section will survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between CITY and Contractor. Contractor may represent, perform services for, or be employed by any additional persons or companies so long as Contractor does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** Contractor represents and warrants that Contractor has and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for Contractor to practice its profession or fulfill the terms of this Contract, including a CITY Business Operations Tax Certificate and any required certification issued by the California Secretary of State.
3. **Time.** Time is off the essence in the performance of this Contract. Contractor shall devote the necessary time and effort to its performance under this Contract. Neither party will be considered in default of this Contract, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **Contractor Not Agent.** Except as CITY may specify in writing, Contractor and Contractor's personnel have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** Contractor covenants that neither it, nor any officer or principal of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the CITY's interests or that would in any way hinder Contractor's performance under this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor, without CITY's written consent.

Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with CITY's interests during the performance of this Contract. If Contractor is or employs a former officer or employee of the CITY, Contractor and any former CITY officer or employee shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission, or committee.

6. **Hazardous Substances.** "Hazardous Substances" means any substance, material, waste, or other pollutant or contaminant that is or becomes designated, classified, or regulated as hazardous or toxic under any law, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. If Contractor is shipping Hazardous Substances, Contractor must supply a Safety Data Sheet ("SDS") with the first shipment of Hazardous Substances to each CITY location receiving the Hazardous Substances. If the content of an SDS is revised, Contractor must provide a revised SDS to each CITY location receiving Hazardous Substances.
7. **Confidentiality.**
 - A. Each party shall hold the following "Confidential Information" in strict confidence and not disclose the same to any other person or entity except as provided herein, or otherwise required by law: each other's proprietary and confidential records and information, including but not limited to CITY's investigatory processes, trade secrets, financial data; the confidential information of vendors and other third parties disclosed to the receiving party as part of the provision of Services under this Agreement; all Personal Information, personally identifiable information ("PII"), and protected health

information (“**PHI**”) of any third party, a party’s employees, agents, patients and customers; and all information derived from the foregoing.

B. Notwithstanding the above:

- i. A party may disclose Confidential Information to the personnel within its organization, who require the Confidential Information in connection with the party’s necessary, internal operations and its rights and obligations under this Contract, provided that such disclosing party uses commercially reasonable efforts to require any such recipient to use the information solely for these purposes and to keep it strictly confidential, except as required by law and subject to the requirements of **Section 7.B.ii** below.
- ii. A party may disclose Confidential Information as required by law, provided that such disclosing party provides reasonable prior notice to the other party to enable such other party to attempt to prevent or limit the disclosure, and the disclosing party assists the other party upon request in seeking relief from or limiting the disclosure. CITY retains the right to disclose Confidential Information prior issuing notice, when CITY determines that prior notice would jeopardize a criminal investigation and/or any person’s safety.
- iii. A party may disclose Confidential Information related to their business and/or operations with the prior written consent of the other party.

C. The parties further agree to comply, and to ensure that each party’s employees and agents comply, with all applicable federal and California laws relating to protected health information and Personal Information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), the Health Information Technology for Economic and Clinical Health Act (“**HITECH**”), the California Confidentiality of Medical Information Act (“**CMIA**”), the Fair Credit Reporting Act (“**FCRA**”), and regulations promulgated under these laws, all as they may be amended from time to time.

D. Neither party shall be obligated to hold the following information in confidence (and such information shall not be deemed to be Confidential Information); information that is or becomes publicly available through no fault of the recipient; information developed by a party without using any Confidential Information; information lawfully possessed by a party before receipt from the disclosing party; and information lawfully disclosed to a party on a non-confidential basis from a person or entity that is not bound by a duty of confidentiality.

8. **Medical Records.** All Contractor patient medical records shall be and remain the sole property of Contractor. Contractor agrees to provide CITY with a copy of the reports and records described in Attachment 1 to Exhibit A (Scope of Services), and related patient records, only pursuant to a valid patient authorization or other process (such as valid court order or search warrant) as required by applicable law, including but not limited to HIPAA, HITECH, and the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations,” 45 C.F.R. Part 160, et seq.). The parties acknowledge that further disclosure of such a report or record by CITY to a prosecuting agency pursuant to a valid patient authorization or

other process (such as valid court order) in accordance with applicable law shall not be subject to the provisions of Section 7.B. ii. above.

9. **Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, or if there is any condition that may jeopardize the scheduled delivery or fulfillment of Contractor's obligations to CITY under this Contract, it will notify CITY of the changes as soon as is practicable.
10. **Standard of Performance.** Contractor shall perform in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California and in compliance with all requirements of this Contract. All products that Contractor delivers to CITY under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession. Contractor shall assign only competent personnel to perform on its behalf under this Contract. Contractor must notify the CITY in writing of any changes in Contractor's staff assigned to perform under this Contract, before any performance by the new staff member. If the CITY, in its sole discretion, determines that any person assigned by the Contractor to perform under this Contract is not performing in accordance with the standards required herein, the CITY shall provide notice to Contractor. Contractor shall immediately remove the assigned person upon receipt of the notice.
11. **Performance or Different Terms and Conditions.** CITY's subsequent performance will not be construed as either acceptance of additional or different terms and conditions or a counteroffer by the Contractor, nor will CITY's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the terms and conditions contained herein. Contractor's performance shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, and all the requirements of this Contract. The California Commercial Code will apply except as otherwise provided in the Contract.
12. **Emergency/Declared Disaster Requirements.** If an emergency is declared by CITY Manager, or if any portion of CITY is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The Contractor shall serve the CITY during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions and is exempt from Contractors Compensation in Exhibit B, Section 1. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the Contractor is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of the

disruption. Acceptable forms of proof will include a letter or notice from the Contractor's source stating the reason for the disruption.

13. Term; Suspension; Termination.

- A. This Contract is effective on the Effective Date and continues as provided in Exhibit A, Section 3, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. Upon receipt of such notice, Contractor shall immediately suspend its activities under this Contract, as specified in the notice.
- C. CITY shall have the right to terminate this Contract at any time, without cause, by giving a written notice of termination to Contractor. Upon receipt of such notice, Contractor shall immediately cease performance under this Contract as specified in the notice. If the CITY terminates this Contract:
 - (1) Contractor shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to CITY except for medical records, which are to be delivered pursuant to Section 7, and only to the extent permitted by applicable law, including but not limited to HIPAA and its state law counterparts.
 - (2) CITY shall pay Contractor all amounts due hereunder for Services provided by Contractor before termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by Contractor had the Contract not been terminated or had Contractor completed performance required by this Contract. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.
- D. Contractor shall have the right to terminate this Agreement at any time, without cause, by providing at least ninety (90) days prior written notice to CITY. Upon receipt of such notice, CITY shall immediately cease payments under this Contract.

- 14. Default by Contractor.** In case of default by the Contractor, CITY reserves the right to procure the Services from other sources and deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and the actual cost to CITY to procure from an alternate source. Prices paid by CITY will be considered the prevailing market price at the time such purchase is made.

15. Indemnity.

Each party (the "Indemnifying Party") agrees to defend, indemnify, and hold harmless the other party (the "Indemnified Party") and its directors, trustees, members, shareholders, partners, officers, employees and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Contract, but only in proportion to and to the extent such liability, loss, expense or claim for injury

or damages is caused by or results from the negligence or intentional acts or omissions of the Indemnifying Party or its directors, trustees, members, shareholders, partners, officers, employees or agents.

The provisions of this section will survive any expiration or termination of this Contract.

16. Funding Availability.

- A. This Contract is subject to the budget and fiscal provisions of the Charter and the Sacramento City Code.
- B. CITY's payment obligation under this Contract will not exceed the amount of funds appropriated and approved for this Contract by the Sacramento City Council.
- C. This Section shall govern over any other contrary provision of the Contract.

17. Equal Employment Opportunity. During the performance of this Contract, Contractor, for itself, its assignees, and successors in interest, agrees as follows:

- A. Compliance With Regulations: Contractor shall comply with all state, local, and federal anti-discrimination laws and regulations, including the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the "Regulations."
- B. Nondiscrimination: Contractor, with regards to the work performed by it after award and before completion of the work under this Contract, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligation under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: Contractor shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with the Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information,

CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of noncompliance by Contractor with the nondiscrimination provisions of this Contract, the CITY shall impose any sanctions it determines are appropriate including:

- (1) Withholding of payments to Contractor under this Contract until Contractor complies;
- (2) Cancellation, termination, or suspension of this Contract, in whole or in part.

- F. Incorporation of Provisions: Contractor shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. The City may direct Contractor to take specific actions to enforce these provisions, including sanctions for noncompliance; provided, however, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request that the CITY join such litigation to protect the City's interests.

18. Entire Agreement. This Contract, including all Exhibits and documents referenced herein, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
19. Modification of Contract. The Contractor shall take no direction from any CITY employee that changes the executed terms and conditions of the Contract, including Exhibit A, or any change that impacts the cost, price, or schedule, before receiving a written, signed modification to the Contract.
20. Severability. If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.
21. Waiver. Any failure of a party to insist upon strict compliance with any term or condition of this Contract shall not be deemed to be a waiver of such term or condition. To be effective, a waiver must be in writing, signed and dated by the parties.
22. Governing Law. This Contract shall be governed, construed and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Contract will lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of

California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

23. **Assignment and Delegation.** Neither party may, directly or indirectly, in whole or in part, either by operation of law or otherwise, assign or transfer this Contract or delegate any of its obligations under this Contract without the other party's written consent. For purposes of this Contract, an assignment shall include any transfer of fifty percent (50%) or more of the direct or indirect ownership interest of either party during the term of this Contract in one or more related transactions. Any purported assignment or delegation in violation of this section shall be null and void at the other party's election.
24. **Binding Effect.** This Contract shall inure to the benefit of and is binding on the parties hereto and their permitted successors and assigns, subject to the provisions of Section 22, above.
25. **Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.
26. **Debarment Certification.**
 - A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the CITY is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, Contractor warrants and certifies under penalty of perjury under the laws of the State of California that to its knowledge, Contractor, including any owner, partner, director, officer, or principal of the Contractor, or any person in a position with management responsibility or responsibility for the administration of federal funds:
 - (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;
 - (2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;
 - (3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
 - (4) Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or

default. Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.

- B. Contractor further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the CITY.
- C. Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining Contractor's responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.
- D. CITY will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The Contractor shall provide immediate written notice to the CITY if, at any time prior to execution, the Contractor learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor's warranties and certification in this Section were erroneous, the CITY may terminate this Agreement for default.

27. **Force Majeure.** Neither party shall be liable nor deemed to be in default for any delay or failure in performance of any of its obligations under this Agreement to the extent and for such periods of time as such delay or failure to perform results directly or indirectly from any act of God, war (declared or undeclared), action of any governmental authority, terrorism, riot, revolution, explosion, sabotage, nuclear incident, natural disaster, inclement weather, lightning, earthquake, fire, flood, storm, sinkhole, epidemics, pandemic, vandalism, strike or other work interruption or any similar or dissimilar cause beyond the reasonable control of either party ("Excusable Delay"). The party so affected will give prompt notice to the other party of an Excusable Delay, in each case specifying to the extent practicable the estimated duration of such Excusable Delay and shall take whatever reasonable steps are necessary to relieve the effect of such Excusable Delay as rapidly as possible.

ATTACHMENT 1 TO EXHIBIT A

DESCRIPTION OF SERVICES

1. Acute Sexual Assault Evidentiary Examinations

Definition: A medical examination to evaluate, diagnose, and treat injuries suffered during a recent sexual assault, as well as collection and documentation of evidence from the patient according to California Governor's Office of Emergency Services ("Cal OES") protocols. These exams are usually conducted within 5 days of the last sexual contact in adolescents over 12 years of age and adults. For children under 12 years, the acute evidentiary exam is conducted within 72 hours of the last sexual contact. These exams are conducted on an emergency basis and must provide the patient timely and confidential care and safety. Evidence must be collected and managed as soon as possible to insure optimum yield.

Patients: Patients to be examined in this program include both female and male victims of all ages.

Physical Examination: The exam includes a complete history and physical exam as well as a non-invasive microscopic exam of the anus and genitals using the colposcope or other instrument with magnification, illumination, and photographic capabilities. Adolescent and adult female patients will undergo internal vaginal speculum exam. The patient may have several Q-tip samples collected from the skin, mouth, anus, rectum, vulva, and vagina. Adolescent and adult patients will have a blood and urine sample collected for toxicology screens according to state standards. Where appropriate, females will receive a urine pregnancy test.

Almost all acute sexual assault exams are performed at the Sutter BEAR Clinic, which is open Monday-Friday 9-5. After hours exams are also performed at the BEAR Clinic by contacting the on-call BEAR clinician using the text pager 916-523-2327. On a case by case basis, acute evidentiary exams may be performed at another acute medical facility, when the patient is not medically stable for a timely discharge. Please call the on-call pager to discuss this special need.

Evidence: Digital photographs are taken of the patient's injuries including magnified images of anal and genital findings. These photos are held under secured file and released only to law enforcement for investigative/prosecution purposes, under a court subpoena or for review with other medical providers in confidential case discussion. The collected evidence is prepared and packaged by the medical provider according to the Cal OES protocol. The evidence is kept in a locked cabinet until picked up by, or delivered to, the designated crime lab or the appropriate law enforcement agency. The appropriate Cal OES evidentiary examination form is completed and immediately available to law enforcement shortly after the patient's exam or can be sent securely to the investigating officer. A copy is also placed in the sexual assault evidence kit.

Treatment: Where appropriate and based on best practices, the adolescent or adult patient is provided STD prophylaxis and offered pregnancy prophylaxis following confirmation of a negative urine pregnancy test. Post triage, patients with serious injuries or other medical conditions will be evaluated and treated at a local Emergency Department or other urgent care facility of the patient's choice. All patients will need counseling facilitated by the advocate. However, some patients will be referred to immediate/urgent mental health services.

2. Non-Acute Sexual Assault Evidentiary Examinations

Definition: A medical examination to evaluate and diagnose injuries suffered during a previous sexual assault, as well as document healing/healed injuries according to Cal OES protocols. These exams are usually conducted after 72 hours from the last sexual contact in children and sometimes years after the last contact. Occasionally, a non-acute exam is indicated in adult patients >5 days after last sexual contact.

Patients: Patients to be examined in this program include female and male victims under the age of eighteen (18) and some adults under special circumstances.

Physical Examination: The exam includes a complete history and physical exam as well as a non-invasive microscopic exam of the anus and genitals using the colposcope or other instrument with magnification, illumination, and photographic capabilities. In most cases, screening labs for sexually transmitted infections will be ordered using the patient's own medical insurance. Medical costs that are not covered by the patient's insurance may be reimbursed by the state Victims of Crime program. Adolescent and adult females will receive a urine pregnancy test.

Evidence: Digital photographs are taken of the patient's injuries including magnified images of the anal and genital findings. These photos are held under secured file and released only to law enforcement for investigative/prosecution purposes, under a court subpoena, or for review with other medical providers in confidential case discussion. There is usually no additional evidence to be picked up by law enforcement in a non-acute sexual abuse evidentiary examination. The appropriate Cal OES evidentiary examination form is completed and immediately available to law enforcement shortly after the patient's exam or can be sent securely to the investigative officer.

Treatment: There is usually no treatment needed for the non-acute cases. However, some patients may need some crisis counseling at the time of the visit.

3. Physical Abuse/Neglect Evidentiary Examination

Definition: A medical examination to evaluate, diagnose, and treat injuries suffered during physical abuse or secondary to neglect. These injuries include bruises, burns, fractures, internal organ injury and head trauma, and failure to thrive. Patients with serious injuries will be immediately triaged to the Emergency Department. Physical abuse/Neglect patients should be scheduled on an urgent basis (same day, next day), but must be triaged by a medical provider or social worker for serious injuries requiring emergency care or non-urgent cases

that could be scheduled up to a week later.

Patients: 0-17 years of age, though most are under 5 years of age.

Physical Examination: The medical provider will obtain a complete set of vital signs, including weight, height, and head circumference. A complete physical examination will be conducted.

Laboratories/Studies: Many patients will need blood and urine studies. Some patients under 3 years will need urgent complete skeletal surveys as well as urgent referrals for pediatric ophthalmology. Laboratory and radiological studies will be billed to the patient's insurance, which may require coordination with the primary care provider.

Evidence: If indicated, digital photographs are taken of the patient's injuries. These photos are held under secured file and released only to law enforcement for investigative/prosecution purposes, under a court subpoena, or for review with other medical providers in a confidential case discussion. There is usually no additional evidence to be picked up by law enforcement in physical abuse evidentiary examinations. The appropriate Cal OES evidentiary examination form is completed and immediately available to law enforcement shortly after the patient's exam or can be faxed at the officer's convenience.

Treatment: Patients with serious injuries will be referred to the Emergency Department of their choice for treatment. Non-serious medical conditions will be treated in the clinic. All patients will need mental health referrals and some will need crisis counseling.

4. Evidentiary Exam for Sexual Abuse/Assault Suspects

Definition: A medical examination to evaluate and document findings pertinent to identification and injuries suffered by the suspect in a recent sexual assault (rape) or recent episode of child sexual abuse (molestation) as well as to collect and preserve evidence from the suspect according to Cal OES protocols. These exams are generally conducted within 72 hours of the assault; however, certain injuries such as lacerations, bruises, and bites can be observed after a longer period of time. These exams are conducted on an emergency basis in order to document acute findings and to preserve the evidence. In order to assure patient cooperation and forensically defensible evidence, a warrant is recommended for all suspect examinations.

Patients: Patients to be examined in this program are male or female suspects.

Physical Examination: The exam includes a focused history and physical exam. Information is obtained on the suspect's medical history for the past 60 days, including current injuries, medical treatment, scars or markings, and recent hygiene. Evidence swabs, hair and blood samples are collected pursuant the appropriate Cal OES protocol. Blood and urine samples are taken for toxicology screens.

Almost all acute sexual assault suspect exams are performed at the Sutter BEAR Clinic, which is open Monday through Friday 9-5. After hours exams are also performed at the BEAR Clinic

by contacting the on-call BEAR clinician using the text pager 916-523-2327. On a case by case basis, acute evidentiary suspect exams may be performed at another acute medical facility when the patient is not medically stable for a timely discharge. Please call the on-call pager to discuss this special need.

Evidence: Digital photographs are taken of any injuries or identifying marks or tattoos. These photos are held under secured file and released only to law enforcement for investigative/prosecution purposes, under a court subpoena, or for review with other medical providers in case discussion. The collected evidence is prepared and packaged by the medical provider according to protocol, after the patient has been discharged. The evidence is kept in a locked cabinet until picked up by, or delivered to, the designated crime lab or the appropriate law enforcement agency. The Cal OES Form 2-950 is completed and immediately available to law enforcement shortly after the patient's exam or can be sent securely to the investigative officer.

Treatment: There is usually no treatment needed for suspect exams. Patients with serious injuries or illness will be evaluated and medically cleared in the Emergency Department.

5. Abbreviated VAWA Exam

Definition: In 2011, Cal OES developed guidelines in response to the federal Violence Against Women Act (VAWA) that states that all sexual assault survivors must be provided a forensic evidentiary exam upon their own request. This predominantly includes cases in which the patient is undecided about making a police report, but may also include patients for whom law enforcement declines to authorize an exam. Cal OES also issued the new 2-924 evidentiary exam form with instructions to complete the abbreviated VAWA exam. The Sacramento County Sexual Assault Advisory Committee has developed a VAWA exam protocol to serve the needs of Sacramento County sexual assault survivors. Yolo SART has a similar VAWA protocol. There are important differences between the abbreviated VAWA 2-924 exam and the standard 2-923 adult/adolescent evidentiary exam. In the abbreviated VAWA 2-924 exam, the history is self-directed and routinely, there is no collection of clothing, urine, or blood for toxicology. The abbreviated VAWA 2-924 exam is usually delayed to the next business day, so the survivor may bathe, eat, drink, and use the toilet as usual. On a case by case basis, the abbreviated VAWA 2-924 exam may be conducted immediately for patients who present within the first 24 hours following the sexual assault or patients for which the next business day would be outside the usually 5 day limitation for evidentiary exams. The abbreviated VAWA 2-924 exam is designed to serve patients who truly request a forensic evidentiary exam, but cannot obtain one by the usual pathways of law enforcement. The abbreviated VAWA 2-924 exam is not meant to serve patients who only request medical care following a sexual assault. In such cases, the patient should be referred to their own medical provider or an urgent care facility of their choice.

Patients: Patients to be examined in this program include adults and adolescents >12 years. The VAWA law does not allow parents to request an evidentiary exam for their children under 12 years.

Physical Examination: The abbreviated VAWA 2-924 exam will be scheduled at the BEAR clinic during regular business hours on the next business day following identification of the case. On a case by case basis, the abbreviated VAWA 2-924 exam may be conducted immediately per the criteria above. The patient may bathe, eat, drink, and pass urine and stool as usual while awaiting the BEAR clinic appointment. An advocate will be scheduled for the same appointment. Per the Cal OES 2-924 exam protocol, this exam includes a self-directed interview form that is supervised by the forensic examiner. The examiner will conduct a complete physical exam, and document any injuries on the 924 form and by digital photography. The examiner will conduct a detailed anogenital exam using colposcopy and when indicated vaginal speculum exam and anoscopy. The examiner will document the anogenital exam with digital photography and collect all pertinent samples for the crime kit from the vagina, cervix and anus. Urine and blood toxicology and clothing will not be collected in most cases.

Almost all abbreviated VAWA 2-924 exams are performed at the Sutter BEAR Clinic, which is open Monday-Friday 9-5. After hours exams are also performed at the BEAR Clinic by contacting the on-call BEAR clinician using the txt pager 916-523-2327. On a case by case basis, acute evidentiary suspect exams may be performed at another acute medical facility when the patient is not medically stable for a timely discharge. Please call the on-call pager to discuss this special need.

Evidence: Digital photographs are taken of the patient's injuries including magnified images of anal and genital findings. These photos are held under secured file and released only to law enforcement for investigative/prosecution purposes, under a court subpoena or for review with other medical providers in confidential case discussion. The collected evidence is prepared and packaged by the medical provider according to the Cal OES protocol. The evidence is kept in a locked cabinet until picked up by, or delivered to, the designated crime lab or the appropriate law enforcement agency. The appropriate Cal OES evidentiary examination form is completed and immediately available to law enforcement shortly after the patient's exam or can be sent securely to the investigating officer. A copy is also placed in the sexual assault evidence kit. For the abbreviated VAWA 2-924 exam, a law enforcement case number must be assigned to the evidentiary kit. If law enforcement is already involved with the case, the case will be assigned with that agency. If no law enforcement agency has been identified at the time of the exam, the case will be temporarily assigned to the County Sheriff in the county in which the alleged crime occurred. If a physical condition (injury) is found on the abbreviated VAWA 2-924 exam or the patient is under 18 years of age, law enforcement will be notified immediately per the California mandated reporter laws. .

Treatment: Where appropriate and based on best practices, the adolescent or adult patient is provided prophylaxis for sexually transmitted infections and offered pregnancy prophylaxis following confirmation of a negative urine pregnancy test. Post triage, patients with serious injuries or other medical conditions will be evaluated and treated at a local Emergency Department or other urgent care facility of the patient's choice. All patients will need counseling facilitated by the advocate. However, some patients will be referred to immediate/urgent mental health services.

Special Billing: Per the Cal OES guidelines, the BEAR program will invoice the assigned law enforcement agency for an abbreviated 924 VAWA exam at the previously negotiated rate. Law enforcement may then recover the offset fee from Cal OES, using the instructions outlined in the Cal OES Informational Bulletin.

6. **Domestic Assault Forensic Examination (DAFE)**

Definition: A medical exam to evaluate and diagnose injuries suffered during intimate partner violence (IPV), including strangulation. IPV patients involving sexual assault, should be referred for an acute sexual assault evidentiary exam. DAFE exams are usually conducted in the first 72 hours after the physical assault but can be done up to one week after if injuries are still apparent. DAFE exams may also be performed on patients who have suffered a third party assault.

Patients: Patients to be examined in this program are usually adults, but adolescents over 12 years of age may also be examined. Patients may have suffered injuries from IPV or third-party assault.

Physical Examination: The exam includes a complete history and physical exam, focusing on traumatic injuries and particularly strangulation. Forensic digital images are taken of all injuries. These images are kept on a secure file. Urine and/or blood toxicology is collected when indicated.

Almost all DAFE exams are performed at the Sutter BEAR Clinic, which is open Monday-Friday 9-5. After hours exams are also performed at the BEAR Clinic by contacting the on-call BEAR clinician using the txt pager 916-523-2327. On a case by case basis, DAFE exams may be performed at another acute medical facility when the patient is not medically stable for a timely discharge. Please call the on-call pager to discuss this special need.

Evidence: Swabs for forensic DNA analysis are rarely indicated, because the identification of the IPV suspect is almost always known and not disputed. The examination will be documented on the appropriate Cal OES evidentiary exam form. The report and the images are available to investigators by simple request or court order.

Treatment: Some patients who have suffered IPV or third party assault will have serious injuries that may require medical clearance and treatment before or after the evidentiary exam. Strangulation victims may need CT angiography of the neck vessels. The patient will be referred to a local trauma unit or the hospital emergency department of their choice for further evaluation of serious injuries. Additionally, for all patients, advocates will assure referrals to counseling, resources, and safe housing.

7. **Elder Abuse/Abuse of Adults with Cognitive, Developmental, or Physical Disabilities Evidentiary Examination**

Definition: A medical examination for elder and disabled adults with the purpose to evaluate,

diagnose, and treat injuries that are suspicious for physical abuse. Physical abuse injuries include bruises, burns, fractures, internal organ injury, head trauma, strangulation, and malnutrition. These cases should be scheduled on an urgent basis (same day, next day), but must be triaged by a medical provider for serious injuries requiring emergency care and non-urgent cases that could be scheduled up to a week later. Patients with serious injuries will be immediately triaged to the Emergency Department.

Patients: Patients to be examined in this program include elderly patients and patients over 18 years with cognitive, developmental or physical disabilities.

Physical Examination: The medical provider will obtain a complete set of vital signs, including weight and height. A complete physical examination will be conducted.

Laboratories/Studies: Many patients will need blood and urine studies. Some patients may require outpatient radiological studies. Others will need to be evaluated urgently at the Emergency Department. Laboratory and radiological studies will be billed to the patient's insurance, which may require coordination with the primary care provider.

Treatment: Patients with serious injuries will be referred to the Emergency Department of their choice for treatment. Non-serious medical conditions will be treated in the clinic. All patients will need mental health referrals and some will need crisis counseling.

Documentation: The photos will be made available to the investigating agency by simple request. Photos are held under secured file and released only to law enforcement for investigative/prosecution purposes, or under a court subpoena, or for review with other medical providers in a confidential case discussion. There is usually no additional evidence to be picked up by law enforcement in elder abuse/abuse of adults with cognitive, developmental, or physical disabilities evidentiary examinations. The appropriate Cal OES evidentiary examination form is completed and immediately available to law enforcement shortly after the patient's exam or can be faxed at the agency's convenience.

8. Case Consultation

Definition: A case review of medical records, radiological studies, laboratory results, investigative reports, and forensic or medical images. A written report will be prepared.

Patients: 0 – 17 years of age

Physical Examination: No direct patient history or physical examination is performed.

9. Expert Testimony in Court

Definition: Expert Testimony shall be provided under subpoena based on direct physical exam of a patient or case review

ATTACHMENT 1 TO EXHIBIT B**SUTTER MEDICAL FOUNDATION
BEAR PROGRAM FEES**

1)	Acute Evidentiary Exam for Sexual Abuse/Sexual Assault (Victim)	\$1400.00 Weekdays \$1650.00 After Hours
2)	Non-Acute Evidentiary Exam for Sexual Abuse/Sexual Assault (Victim)	\$550.00 Weekdays
3)	Evidentiary Exam for Sexual Abuse/Sexual Assault (Suspected Perpetrator)	\$725.00
4)	Physical Abuse/Neglect Evidentiary Exam	\$550.00 Weekdays
5)	Abbreviated Exam for Sexual Assault Victims (VAWA 924)	\$850.00
6)	Acute Evidentiary Exam for Domestic Assault (DAFE) without sexual assault	\$550.00 Weekdays \$800.00 After Hours
7)	Case Consultation – review of records, including telephone consultation, and/or written report (if requested)	\$150.00/hour (1/4 hour minimum)
8)	Training – specialized educational training for medical providers, law enforcement, and social work personnel, attorneys, and other child abuse professionals Two times annually or as requested by City	No charge to City
9)	S.C.A.N. meetings – bi-weekly attendance S.A.A.C. meetings – monthly attendance	No charge to City
Weekdays:	Services in which the exam begins after 0800 and before 1600, Monday through Friday.	
After Hours:	Services in which the exam begins after 1600 and before 0800, Monday through Friday, and 24 hours Saturday through Sunday and holidays.	

Note:

The Sutter BEAR program has two dedicated evidentiary exam rooms at the BEAR clinic at 1625 Stockton Blvd., and the team maintains specialized portable equipment and supplies to respond to alternate area facility hospitals as needed when patients are medically unstable for transfer throughout Sacramento County.

EXHIBIT E

Authorization Form Forensic Consultation Services & Evidentiary Exams

Today's Date: _____ Date of Service Requested: _____ Time: _____ am / pm

Type of Service Requested:

- | | |
|--|---|
| <input type="checkbox"/> Victim: Acute evidentiary exam for sexual abuse/sexual assault victim* (DNA collection) <ul style="list-style-type: none"> • Child (<72 hrs since last sexual contact) • Adult/adolescent (<5 days last sexual contact) | <input type="checkbox"/> Child physical abuse/neglect exam |
| <input type="checkbox"/> Victim: Acute evidentiary exam for domestic assault forensic exam (DAFE) <u>without sexual assault*</u> <ul style="list-style-type: none"> • Adult/adolescent (≤72 hours or up to 1 week if injuries still apparent) | <input type="checkbox"/> Elder abuse/Abuse of Adults with Cognitive, Developmental, or Physical Disabilities evidentiary exam |
| <input type="checkbox"/> Victim: Non-acute evidentiary exam for sexual abuse/sexual assault victim (No DNA collection) <ul style="list-style-type: none"> • Primarily child or adolescent <18 | <input type="checkbox"/> Case consultation/review of records

<input type="checkbox"/> Perpetrator (suspect exam): Evidentiary exam for sexual abuse/sexual assault*

<input type="checkbox"/> Other: _____ |

Patient's Name: _____ Age/DOB: _____

Brief Explanation: _____

Service requested by (*printed name*): _____ Title: _____

Phone / Pager #: _____ Badge #: _____ Case #: _____

Send invoice for completed services to: _____

Entity/Department Name & Address: _____

⇒ **Send Final Report to (Fax or Email):** _____

Authorized Supervisor (*printed name*): _____ Title: _____

Authorized Signature: **X** _____ Date: _____

Day Exam:

Services in which the medical exam begins **after 8:00 am and before 4:00 pm**, Monday-Friday.

Page/text first to arrange exam. For acute sexual assault cases or physical abuse cases, page or text the 24-hr BEAR Team at **(916) 523-BEAR (916-523-2327)**. For nonacute sexual abuse cases on weekdays, call **916-262-9108**, ask for BEAR Program Manager or Medical Assistant. Office fax is 916-262-9109.

After-hours Exam:

Services in which the medical exam begins **after 4:00 pm and before 8:00 am**, Mon-Fri, and 24-hours Sat-Sun & holidays.

Page/text first to arrange exam. After hours, page or text BEAR Team at **916-523-BEAR (916-523-2327)**.

BEAR Clinic Location: Sutter Medical Plaza, 1625 Stockton Boulevard, Sacramento CA 95816, at the corner of Stockton Blvd. & Alhambra Blvd.

**Acute evidentiary and perpetrator (suspect) examination services are provided 24 hours, 7 days per week.
Pre-authorization is REQUIRED.*

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By: _____

Print name: _____

Title: _____

For: Howard Chan, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Kurt Wendlenner
Kurt Wendlenner (Aug 31, 2021 11:27 PDT)

City Attorney

Attachments

Exhibit A Scope of Work

Attachment 1 to Exhibit A Description of Services

Exhibit B Payment

Attachment 1 to Exhibit B Sutter Medical Foundation BEAR Program Fees

Exhibit C Insurance

Exhibit D General Conditions

Exhibit E Authorization Form for Evidentiary Exams

CONTRACTOR:

Sutter Valley Medical Foundation dba Sutter Medical Foundation

NAME OF FIRM

68-0273974

Federal I.D. No.

N/A

State I.D. No.

N/A

City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

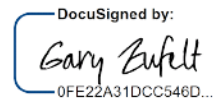
☐ Individual/Sole Proprietor

☐ Partnership

☒ Corporation (*may require 2 signatures*)

☐ Limited Liability Company

☐ Other (*please specify:* _____)

DocuSigned by:

0FE22A31DCC546D...

Signature of Authorized Person

Gary Zufelt, CEO

Print Name and Title

Additional Signature (*if required*)

Print Name and Title