



REPORT TO COUNCIL

City of Sacramento

915 I Street, Sacramento, CA 95814-2604
www. CityofSacramento.org

Consent
September 22, 2009

**Honorable Mayor and
Members of the City Council**

Title: Agreement: Vendor for Sexual Assault Victims' Forensic Examinations

Location/Council District: All Districts

Recommendation: Adopt a **Resolution 1)** authorizing the City Manager or designee to execute an agreement with Children's Specialists Medical Group of Sacramento, Inc. (CSMGS) and its partner Sutter Medical Center Sacramento (SMCS) (initial term of 1 year and extensions for four additional 1 year terms, up to a total agreement term of five years) for forensic examinations for victims of sexual assault or child abuse, for an annual amount not to exceed \$500,000 based on the number of examinations required in a typical fiscal year.

Contact: Lieutenant David Johnson; 808-0652

Presenters: Lieutenant David Johnson

Department: Sacramento Police Department

Division: Office of Investigations; Major Crimes Division

Department ID: 11001221

Description/Analysis

Issue: UC Davis Medical Center (UCD) currently provides forensic examinations for victims of sexual assaults and child abuse that occur within the City. Over time, the fees charged by UCD for these examinations have increased steadily. In the interest of reducing operational costs, the Police Department published a Request for Proposals (RFP) seeking other qualified vendors who could provide equivalent examination services, afford medical expertise and conduct examinations on a 24/7 basis at more competitive prices.

Policy Considerations: The adoption of this resolution will make these services more cost-effective to the department and the City taxpayers. This is also consistent with budgetary conservation plans outlined by City Council.

Environmental Considerations:

California Environmental Quality Act (CEQA): This activity is not subject to the California Environmental Quality Act (CEQA) because it does not constitute a "project" as defined in section 15378 of the CEQA Guidelines, and is otherwise exempt pursuant to Sections 15321 (b) (law enforcement activities) and 15061 (b) (3) (no significant effect on the environment) of the CEQA Guidelines.

Sustainability Considerations: None

Other: None

Commission/Committee Action: None

Rationale for Recommendation: The Police Department received two responses to the RFP; from CSMGS and UCD. CSMGS submitted the lowest, best qualified and most advantageous proposal to the city. CSMGS's examination costs were 17.9% less than UCD, using examinations that were conducted in Fiscal Year (FY) 2007/08 as the basis for this comparison. UCD's proposal established a minimum number of examinations that will be billed regardless of need, while the CSMGS had no minimum. The principal medical examiner at CSMGS is a former member of UCD and has conducted sexual assault examinations for the past 15 years. CSMGS's proposal also offered an improved physical environment in which the examinations will be conducted, considering the needs of both adult and child victims; examinations currently performed at UCD occur within the Regional trauma and emergency center. UCD's emergency center is often highly chaotic and can be particularly intimidating for children. In addition, CSMGS has several locations where exams can be conducted when multiple victims arrive for exams simultaneously. These locations provide victims with environments that are sensitive to the physical and emotional trauma they have experienced. CSMGS's proposal indicates that wait times for both victims and police officers will be reduced and services will be available on a 24/7 basis.

Financial Considerations: This action will enable the Police Department to provide forensic examinations for victims of sexual assault or child abuse/neglect on a more cost-effective basis. Using FY2007/08 examinations, UCD's response to the RFP indicated that a total of \$493,615 would have been billed. CSMGS would have billed \$418,800 for conducting the same examinations. This 17.9% reduction in examination costs, while maintaining the same level of service and increased responsiveness provides a significant economic advantage to the Police Department during this period of adverse budget conditions. The numbers of forensic examinations that are required fluctuate from year to year. As a result, the \$500,000 annual amount that shall not be exceeded under this agreement has been established based on the Police Department's projections for a typical Fiscal Year. This agreement will be funded out of existing resources within the Police Department's operating budget.

Emerging Small Business Development (ESBD): None

Respectfully Submitted by: *D. E. Rene / acting for Lt. Johnson*
Dave Johnson, Lieutenant

Approved by: *Rick Brazier*
Rick Brazier, Chief of Police

Recommendation Approved:

Ray Kerridge
Ray Kerridge
City Manager

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Attachment 1**Background**

The Sacramento Police Department has secured sexual assault forensic examinations for victims of sexual assault and child abuse from UCD for approximately 20 years. However, over time, rising costs of exam fees has become a concern, particularly as the Police Department began addressing operating budget reductions in the prior two years. In 2008, the Police Department was approached by another examination provider, CSMGS, stating they could accomplish these examinations at a lower cost while provide increased service, responsiveness and in an improved physical environment.

In February 2009, the Department published a Request for Proposals with three critical requirements that it sought to be addressed by responders: 24/7 availability, competitive pricing and requisite medical expertise. Two vendors, UCD and CSMGS, submitted proposals for consideration. CSMGS' proposal or response included its partner the Sutter Medical Center, Sacramento (SMCS).

CSMGS's Medical Director, Dr. Angela Rosas, is also the Medical Director of the child abuse program at Sutter Medical Center, Sacramento. Dr. Rosas is a nationally recognized expert in child abuse and neglect, with extensive experience and training. Prior to founding CSMGS, Dr. Rosas was the Associate Medical Director at UC Davis Medical Center Child and Adolescent Resource and Evaluation Diagnostic and Treatment Center. The CSMGS staff includes a combination of seven doctors, nurse practitioners and physician assistants. Each of these medical professionals has considerable experience and training in their field of expertise. CSMGS fully compiled with all of the RFP requirements, and its examination rates are lower than the rates provided in the UCD proposal. As a result, CSMGS is the vendor of choice in terms of responsiveness and cost.

CSMGS's partner, Sutter Medical Center, Sacramento is a non-profit organization. SMCS will be invoiced separately for the forensic exams that are conducted at its hospital, and therefore, it became necessary to include SMCS in the Professional Services Agreement. However, CSMGS is the primary caregiver.

Attachment 2

RESOLUTION NO.

Adopted by the Sacramento City Council

Vendor for Sexual Assault Victims' Forensic Examinations

BACKGROUND

- A. The Sacramento Police Department published a Request for Proposals (RFP), seeking qualified vendors to perform forensic examinations of sexual assault and child abuse victims. Two vendors, University of California Davis (UCD) and the Children's Specialist Medical Group of Sacramento, Inc. (CSMGS), responded to the RFP. CSMGS' response included its partner the Sutter Medical Center, Sacramento (SMCS).
- B. The response submitted by CSMGS was determined to be the lowest, best qualified and most advantageous proposal to the city. CSMGS will perform the forensic examinations in an improved physical environment, in a responsive and capable manner and at a lower cost.
- C. The initial term of the agreement will be one (1) year, and it shall automatically renew for successive one (1) year terms. However, the total term of the agreement, including the initial term and all extensions, shall not exceed five (5) years. Any of the parties may terminate the agreement by giving 60 days written notice.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The City Manager or designee is authorized to execute an agreement with Children's Specialists Medical Group of Sacramento, Inc. (CSMGS) and the Sutter Medical Center, Sacramento (SMCS) (initial term of 1 year and extensions for four additional 1 year terms, up to a total agreement term of five years) for forensic examinations for victims of sexual assault or child abuse, for an annual amount not to exceed \$500,000.

PROJECT #:
PROJECT NAME:
DEPARTMENT:
DIVISION:

CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT *

THIS AGREEMENT is made at Sacramento, California, as of _____, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

Perinatal and Pediatric Specialists Medical Group of Sacramento ("PPSMG"),
Dba Children's Specialists Medical Group of Sacramento ("CSMGS")
5301 F Street, Suite 313, Sacramento, CA 95819
(916) 736-6470, FAX (916) 736-6798

and

Sutter Health Sacramento Sierra Region, a California non-profit public benefit corporation.
Dba Sutter Medical Center Sacramento ("SMCS")
5151 F Street, Sacramento, CA 95819
(916) 454-3333, FAX (916) 733-1058

("CONTRACTORS"), whom agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTORS shall provide to CITY the services described in Exhibit A. CONTRACTORS shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTORS shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTORS notify CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTORS estimate the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefore. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.
2. **Payment.** CITY shall pay CONTRACTORS for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTORS for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTORS shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTORS use for billing clients similar to CITY.

* This form to be used for all professional services, except professional services related to a construction project and professional services performed by licensed architects, landscape architects or professional land surveyors or registered professional engineers.

3. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTORS shall, at their sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTORS only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
4. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTORS and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefore, the General Provisions shall control over said terms or conditions.
5. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. CONTRACTORS are required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
6. **Authority.** The persons signing this Agreement for CONTRACTORS hereby represent and warrant that they are fully authorized to sign this Agreement on behalf of CONTRACTORS and to bind CONTRACTORS to the performance of their obligations hereunder.
7. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO

A Municipal Corporation

By: _____

Print name: _____

Title: _____

For: Ray Kerridge, City Manager

APPROVED TO AS FORM:

City Attorney

ATTEST:

City Clerk
Attachments
Exhibit A - Scope of Service
Exhibit B - Fee Schedule/Manner of Payment
Exhibit C - Facilities/Equipment Provided
Exhibit D - General Provisions
Exhibit E - Non-Discrimination in Employee Benefits

CONTRACTOR:

Perinatal and Pediatric Specialists Medical Group, Inc.,
Dba Children's Specialists Medical Group of Sacramento, Inc.

NAME OF FIRM

680334578
Federal I.D. No.

C1892831
State I.D. No.

105882
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: _____*)

Signature of Authorized Person

Print Name and Title

Additional Signature (*if required*)

Print Name and Title

CONTRACTOR:

Sutter Health Sacramento Sierra Region, a California non-profit public benefit corporation.
Dba Sutter Medical Center Sacramento

NAME OF FIRM

94-1156621
Federal I.D. No.

CA161226

State I.D. No.

Not applicable

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: Nonprofit*)

Signature of Authorized Person

Print Name and Title

Additional Signature (*if required*)

Print Name and Title

DECLARATION OF COMPLIANCE

Equal Benefits Ordinance

Name of Contractor: Perinatal and Pediatric Specialists Medical Group, Inc. , Db a Children’s Specialists Medical Group of Sacramento, Inc.

Address: 5301 F Street, Suite 313, Sacramento, CA 95819

Name of Contractor: Sutter Health Sacramento Sierra Region, a California nonprofit public benefit corporation, Db a Sutter Medical Center Sacramento

Address: 5151 F Street, Sacramento, CA 95819

The above named Contractors (“Contractors”) hereby declare and agree as follows:

1. Contractors have read and understand the Requirements of the Non-Discrimination In Employee Benefits Code (the “Requirements”) attached hereto as Exhibit E.
2. As a condition of receiving this Agreement, Contractors agree to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento’s Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the Ordinance).
3. Contractors understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

Contractors agree that if Contractors offer any of the above-listed employee benefits, Contractors will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractors understand that Contractors will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractors will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractors require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. If Contractors are unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractors provide the employee with a cash equivalent, Contractors will not be deemed to be discriminating in the application of that benefit.
 - c. If Contractors provide employee benefits neither to employee’s spouses nor to employee’s

domestic partners.

- d. If Contractors provide employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Contractors submit written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Agreement is executed by the City of Sacramento ("City"). Contractors understand that any delay in the implementation of such policies may not exceed one (1) year from the date this Agreement is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
 - f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Agreement is executed by the City.
 - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Contractors take all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractors to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event Contractors cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractors provide a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Contractors understand this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Agreement is executed by the City.
5. Contractors understand that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractors to possible suspension and/or termination of this Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
 6. Contractors understand and agree to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractors further agree to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractors also agree to prominently display a poster informing each employee of these rights.
 7. Contractors understand that Contractors have the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Agreement award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
 8. Contractors agree to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractors.

The undersigned declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that they are authorized to bind the Contractors to the provisions of this Declaration.

Signature of Authorized Representative

Date

Print Name

Title

Signature of Authorized Representative

Date

Print Name

Title

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Dave Johnson, Lieutenant
5770 Freeport Blvd., Suite 100
Sacramento, CA 95822
(916) 808-0652
djohnson@pd.cityofsacramento.org

All CONTRACTORS questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTORS' Representatives for this Agreement are respectively:

Andrew W. Wertz, President
Perinatal and Pediatric Specialists Medical Group of Sacramento ("PPSMG"),
Db a Children's Specialists Medical Group of Sacramento ("CSMGS")
5301 F Street, Suite 313
Sacramento, CA 95819
(916) 736-6470, FAX (916) 736-6798

and

Christopher Swanson, Assistant Administrator
Sutter Health Sacramento Sierra Region, a California non-profit public benefit corporation.
Db a Sutter Medical Center Sacramento ("SMCS")
5151 F Street, Sacramento, CA 95819
(916) 733-0899, FAX (916) 733-8894

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTORS Representatives. All correspondence to CONTRACTORS shall be addressed to the addresses set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. Professional Liability Insurance. Professional Liability (Errors and Omissions) insurance 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 and Additional Services under this Agreement. (See Exhibit D, Section 11, for complete insurance requirements.)

3. Conflict of Interest Requirements.

- A. **Generally.** Under the California Political Reform Act, Government Code §§ 81000 et seq., designated employees of the CITY are required to comply with the CITY's Conflict of Interest Code. The term "designated employees" is a term of art and includes individuals who are working for contractors who are providing services or performing work for the CITY and who are considered to be "consultants" under the Political Reform Act. The term "consultant" generally includes individuals who make, or participate in making, governmental decisions or who serve in a staff capacity. Individuals who perform work that is solely clerical, ministerial, manual or secretarial are not "consultants."

The CITY's Conflict of Interest Code requires designated employees, including individuals who qualify as "consultants", to file the following statements of economic interests:

- (1) An "assuming office" statement of economic interests to be filed within 30 days after execution of the agreement between the City and the contractors;
- (2) Annual statements of economic interests while the agreement remains in effect, to be filed not later than April 30 of each year; and
- (3) A "leaving office" statement of economic interests to be filed within 30 days of completion of the contract.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act.

The CITY's Conflict of Interest Code also requires individuals who qualify as "consultants" under the Political Reform Act to comply with the conflict of interest provisions of the Political Reform Act, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests.

- B. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the CITY's Conflict of Interest Code: yes no [check one]

If "yes" is checked above, CONTRACTORS shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants";
- (2) 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 Agreement, CONTRACTORS shall cause these individuals to file with the CITY Representative annual statements of economic interests,

and "leaving office" statements of economic interests, as required by the CITY's Conflict of Interest Code. The CITY may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

4. **Scope of Services.** *[Describe services to be provided here, or, if scope of services is described in an attachment, label the attachment "Attachment 1 to Exhibit A" and include the following sentence:]*

The services provided shall be as set forth in Attachments 1 through 6 to Exhibit A, attached hereto and incorporated herein.

5. **Time of Performance.** Initial term of this Agreement will be for one (1) year from award by City Council. This Agreement shall automatically renew on its anniversary date for successive one (1) year terms unless terminated as provided herein, see paragraph 9 of Exhibit D. However, the total term of this Agreement, including the initial term and all extensions, shall not exceed five (5) years from date of award by City Council.

Scope of Work

- I. In 1974 the California Legislature enacted a state statute related to Sexual Assault Evidentiary Examinations. The Contractor agrees to perform those services described in Penal Code Section 13823.11.
 - (1) The minimum standards for the examination and treatment of victims of sexual assault or attempted sexual assault, including child molestation and the collection and preservation of evidence there from include all of the following:
 - In conducting the physical examination, the outline indicated in the form adopted pursuant to subdivision (c) of Section 13823.5 shall be followed.
 - Consent for a physical examination, treatment, and collection of evidence shall be obtained.
 - a) Consent to an examination for evidence of sexual assault shall be obtained prior to the examination of a victim of sexual assault and shall include separate written documentation of consent to each of the following:
 - Examination for the presence of injuries sustained as a result of the assault.
 - Examination for evidence of sexual assault and collection of physical evidence.
 - Photographs of injuries.
 - (2) Consent to treatment shall be obtained in accordance with usual hospital policy.
 - (3) A victim of sexual assault shall be informed that he or she may refuse to consent to an examination for evidence of sexual assault, including the collection of physical evidence, but that a refusal is not a ground for denial of treatment of injuries and for possible pregnancy and sexually transmitted diseases, if the person wishes to obtain treatment and consents thereto.
 - (4) Pursuant to Chapter 3 (commencing with Section 6920) of Part 4 of Division 11 of the Family Code, a minor may consent to hospital, medical, and surgical care related to a sexual assault without the consent of a parent or guardian.
 - (5) In cases of known or suspected child abuse, the consent of the parents or legal guardian is not required. In the case of suspected child abuse and non-consenting parents, the consent of the local agency providing child protective services or the local law enforcement agency shall be obtained. Local procedures regarding obtaining consent for the examination and treatment of, and the collection of evidence from, children from child protective authorities shall be followed.
- II. A history of sexual assault shall be taken. The history obtained in conjunction with the examination for evidence of sexual assault shall follow the outline of the form established pursuant to subdivision (c) of Section 13823.5 and shall include all of the following:
 - (1) A history of the circumstances of the assault.
 - (2) For a child, any previous history of child sexual abuse and an explanation of injuries, if different from that given by parent or person accompanying the child.

(3) Physical injuries reported.

(4) Sexual acts reported whether or not ejaculation is suspected, and whether or not a condom or lubricant was used.

(5) Record of relevant medical history.

- If indicated by the history of contact, a female victim of sexual assault shall be provided with the option of postcoital contraception by a physician or other health care provider.
- Postcoital contraception shall be dispensed by a physician or other health care provider upon the request of the victim.

III. Each adult and minor victim of sexual assault who consents to a medical examination for collection of evidentiary material shall have a physical examination which includes, but is not limited to, all of the following:

- Inspection of the clothing, body, and external genitalia for injuries and foreign materials.
- Examination of the mouth, vagina, cervix, penis, anus, and rectum, as indicated.
- Documentation of injuries and evidence collected. Prepubertal children shall not have internal vaginal or anal examinations unless absolutely necessary. This does not preclude careful collection of evidence using a swab.

(1) The collection of physical evidence shall conform to the following procedures:

- a) Each victim of sexual assault who consents to an examination for collection of evidence shall have the following items of evidence collected, except where he or she specifically objects:
- b) Clothing worn during the assault.
- c) Foreign materials revealed by an examination of the clothing, body, external genitalia, and pubic hair combings.
- d) Swabs and slides from the mouth, vagina, rectum, and penis, as indicated, to determine the presence or absence of sperm and sperm motility, and for genetic marker typing.
- e) If indicated by the history of contact, the victim's urine and blood sample, for toxicology purposes, to determine if drugs or alcohol were used in connection with the assault. Toxicology results obtained pursuant to this paragraph shall not be admissible in any criminal or civil action or proceeding against any victim who consents to the collection of physical evidence pursuant to this paragraph, except for purposes of prosecuting
- f) Or defending the crime or crimes necessitating the examination specified by this section, any toxicology results obtained pursuant to this paragraph shall be kept confidential, may not be further disclosed, and shall not be required to be disclosed by the victim for any purpose not specified in this paragraph. The victim shall specifically be informed of the immunity and confidentiality safeguards provided herein.

(2) Each victim of sexual assault who consents to an examination for the collection of evidence shall have reference specimens taken, except when he or she specifically objects thereto.

- A reference specimen is a standard from which to obtain baseline information (for example: pubic and head hair, blood, and saliva for genetic marker typing).

- These specimens shall be taken in accordance with the standards of the local criminalistics laboratory.
 - A baseline gonorrhea culture, and syphilis serology, shall be taken, if indicated by the history of contact.
 - Specimens for a pregnancy test shall be taken, if indicated by the history of contact.
 - a) If indicated by the history of contact, a female victim of sexual assault shall be provided with the option of postcoital contraception by a physician or other health care provider.
 - b) Postcoital contraception shall be dispensed by a physician or other health care provider upon the request of the victim.
 - c) Preservation and disposition of physical evidence shall conform to the following procedures:
 - All swabs and slides shall be air-dried prior to packaging.
 - All items of evidence including laboratory specimens shall be clearly labeled as to the identity of the source and the identity of the person collecting them.
 - The evidence shall have a form attached which documents its chain of custody and shall be properly sealed.
 - The evidence shall be turned over to the proper law enforcement agency.
- IV. In addition to meeting the minimum standards for the examination and treatment of victims' sexual assault or attempted sexual assault, including child molestation, the Perinatal and Pediatric Specialists Medical Group, Inc., d.b.a. Children Specialists Medical Group of Sacramento (CSMGS), a California nonprofit public benefit corporation, D.b.a. Sutter Medical Center Sacramento also agrees to the following:
- (1) Dr. Angela Rosas, MD, who has special experience in providing medical examinations for and collecting evidence from abused and neglected children and sexual assault victims, including special experience in photographic colposcopy; is the Director of CSMGS and "Bridging Evidence Assessment and Resources (BEAR) Care Center" shall serve as the Medical Director responsible for the Nurse Practitioners, Physician Assistants, and the On-Call Forensic Examiners conducting the examinations.
 - (2) All Examiners shall have:
 - (3) Completed the California Medical Training Center sexual assault examiner training or equivalent comprehensive didactic training program
 - (4) Complete eight hours every two years of continuing education in the medical assessment of sexual assault survivors or child sexual abuse.
 - (5) An Examiner be available 24 hours day and will respond within 60 minutes of notification by the Sacramento Police Department of the need for an evidentiary examination.

EXHIBIT B

EXAM ROOM SUPPLIES

The following is a list of supplies to be present in the examination room to facilitate Pediatric/Adult Sexual Assault Examinations:

- Exam gown
- Towel/sheet
- Pkg Sterile Wood Q-tips
- Sterile 2X2 gauze
- 3 cc ampule saline
- 18 F Foley catheter
- Pediatric Disposable Vag speculum
- KY jelly packet
- Glass slide
- Glass slide cover
- Disposable tourniquet
- 23 gauge butterfly needle
- Betadine swab
- Phenergan/ Promethazine
- 5 cc syringe
- Vacutainer hub
- Red top blood tube
- Band-aid
- Disposable ear speculum
- Small vinyl gloves
- Brown paper evidence bags
- Metrinidazole 500mg tab
- Azithromycin 250 mg
- "Plan B" Packet
- Urine Pregnancy test kit
- Urine specimen cup
- Disposable colposcope cover
- Ceftriaxone + Lidocaine or Cefixime

Sutter Memorial Hospital
POLICY FOR
EVIDENTIARY EXAMS REGISTRATION

POLICY:

To ensure that any inconvenience is minimized for those patients requiring forensic evidentiary exams be registered promptly and routed to the nursing station as directed on the intake form.

PURPOSE:

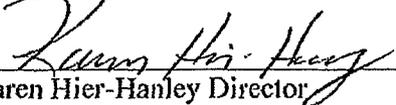
To provide registration instructions for patients requiring these special exams and coordinated by Pediatrics Specialty Services.

GUIDELINES:

1. Most of the patients covered under this process are minors who have been removed from the custody of their parents and guardians for suspected or potential abuse. However, this policy also pertains to the adult population.
2. The registration is designed to minimize exposure and further trauma to the minor/adult involved. Therefore, the patient will not be presenting for registration and the physician performing the examination at the request of legal authorities will call the OB registration desk and provide the patient name, and date of birth, prior to the patient's arrival.
3. The OB registration staff will pre-admit the patient into the MS4 registration system as a NO Info Patient. These registrations are considered a priority registration and should be processed within 10 minutes of telephone notification. Labels, armband, face sheet, intake form, blank consent form and all other informational sheets is to be delivered immediately to the 3 Center Nursing station for the physician performing the examination.
4. The intake form and Conditions of Registration will be completed once the patient arrives. The OB registration staff will be responsible collecting the completed intake form and signed Conditions of Registration from the nursing unit. Registration will then complete the outpatient registration in MS4 per the instructions specifically listed on the intake sheet. (See attachment). Information regarding the parents or guardians of the minor may not be available unless the child has previously been a patient. Updated face sheet should be delivered to 3 Center.
5. Per California Consent manual, the physician performing the examination of a minor for abuse does not require consent of the parent or guardian if it is

suspected that they may be the abuser. In these cases the provider may sign the consent for the examination. Family Code Section 6928.

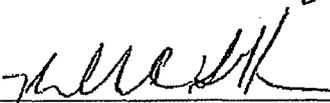
Effective Date: 02/2007
Origination Date:
Last Revision Date: 04/2007
Last Review Date: 02/2007
Next Review Date: 02/2010
Written by: Managing Team Leader, SMFI – Business Services
Cross References:
Distribution:



Karen Hier-Hanley Director

2-13-07

Date



Richard Soo-Hoo, CFO

2/12/09

Date

ASAP REGISTRATION EVIDENTIARY EXAMS

PATIENT NAME _____
REQUIRED LAST NAME FIRST NAME

DATE OF BIRTH _____ SEX _____
REQUIRED REQUIRED

SS# (IF KNOWN) _____

ADDRESS (IF KNOWN) _____

CITY STATE PHONE NUMBER _____
IF KNOWN

PARENT/GUARDIAN _____
IF KNOWN LAST NAME FIRST NAME

PHONE NUMBER _____

INSTRUCTION TO REGISTRATION

GUARANTOR – (Agency)

DR. ANGELA ROSAS

BILLING CODE FOR NO BILL 9911

PEDIATRIC REGISTER AS - O / PED
ADULT REGISTER AS – O/OTH

DX - 995.53 child sexual assault
 995.83 adult sexual assault

DELIVER LABELS, FACE SHEET and CONSENT FORM TO 3 CENTER NURSING
STATION ATTENTION DR ROSAS

Number of labels needed: 50
OB REGISTRATION (916) 733-1010
FAX (916) 733-8437

BEAR Care Center,
Children's Specialists Medical Group and
Sutter Memorial Hospital

FAX completed authorization
to (916) 736-6798

**Agency Authorization Form
Forensic Consultation Services & Evidentiary Exams**

Today's Date: _____ Date of Service Requested: _____

Type of Service Requested:

- | | |
|--|--|
| <input type="checkbox"/> Victim: Acute evidentiary exam for sexual abuse/sexual assault victim (<72 hrs since last sexual contact or <7 days for adolescents/adults) | <input type="checkbox"/> Suspect: Evidentiary exam for sexual abuse/sexual assault |
| <input type="checkbox"/> Victim: Non-acute evidentiary exam for sexual abuse/sexual assault victim (>72 hrs since last sexual contact) | <input type="checkbox"/> Case consultation/review of records |

Patient's Name: _____ Age/DOB: _____

Brief Explanation: _____

Materials provided for review: _____

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

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

Send invoice for completed services to: _____

Agency Name & Address: _____

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.

Call first to ensure availability and location of exam. On weekdays, call **(916) 736-6470**, ask for BEAR Care Center Manager, or page Dr. Rosas at (916) 523-7517. Office FAX is (916) 736-6798.

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.

Call first to ensure availability and location of exam. After hours, page BEAR Team at **(916) 523-7517**.

BEAR Clinic Location: 5301 F Street, Suite 207, Sacramento, CA 95819

Parking: The BEAR clinic is located in the 3-story professional building next to Sutter Memorial Hospital (at the intersection of F and 53rd Streets). Visitor/patient parking lot is behind the professional building (pull ticket for attended parking on weekdays, free after hours).

Sutter Memorial Hospital Location: 5151 F Street, 3rd Floor Treatment Room, Sacramento, CA 95819

Parking: Follow signs to Emergency behind hospital, park in adjacent visitor parking, Lot C.

Pre-authorization is REQUIRED.

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTORS' Compensation.** The total of all fees paid to the CONTRACTORS for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed an annual sum of \$500,000 and a total sum of \$2,500,000.
2. **Billable Rates.** CONTRACTORS 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 Attachment 1 to Exhibit B, attached hereto and incorporated herein. *[Attach list of billable rates that apply, labeled "Attachment 1 to Exhibit B".]*
3. **CONTRACTORS' Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTORS for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTORS.**
 - A. Payments to CONTRACTORS shall be made within a reasonable time after receipt of CONTRACTORS' invoices, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTORS may request payment on a monthly basis. CONTRACTORS shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
 - B. All invoices submitted by CONTRACTORS shall contain the following information:
 - (1) Job Name
 - (2) Description of services billed under this invoice, and overall status of project
 - (3) Date of Invoice Issuance
 - (4) Sequential Invoice Number
 - (5) CITY's Purchase Order Number
 - (6) Total Contract Amount
 - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
 - (8) Total Billed to Date
 - (9) Total Remaining on Contract
 - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.

- C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTORS for correction. CITY shall not be responsible for delays in payment to CONTRACTORS resulting from CONTRACTORS' failure to comply with the invoice format described below.
- D. Requests for payment shall be sent to:

*Sacramento Police Department
5770 Freeport Blvd, Ste 100
Sacramento, CA 95822
(916) 808-0653, FAX (916) 433-0660
Attn: Candace Primrose, Administrative Analyst*

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTORS set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform said Additional Services.
6. **Accounting Records of CONTRACTORS.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTORS shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTORS' costs for all Services and Additional Services performed under this Agreement and records of CONTRACTORS' Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.
7. **Taxes.** CONTRACTORS shall pay, when and as due, any and all taxes incurred as a result of CONTRACTORS' compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTORS hereby agree to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTORS' breach of this Section 7.

Bear Care Center, Children's Specialists Medical Group, Inc.
5301 F Street, Sacramento, CA 95819
Appts: (916) 736-6470 x 204
24-Hr Pager: (916) 523-7517

Fee Schedule (Pediatric & Adult)

<u>FORENSIC MEDICAL EXAMINATIONS</u>	<u>CLINIC EXAM</u>	<u>HOSPITAL EXAM*</u>
• Acute evidentiary exam for sexual abuse/sexual assault.....	\$1,300 day rate	\$1,175 day rate
<i>Colposcopy and one follow-up exam included</i>	\$1,550 after hours	\$1,425 after hours
• Non-acute evidentiary exam for sexual abuse/sexual assault.....	\$450 day rate	N/A
<i>Colposcopy exam included</i>	\$550 after hours	N/A
• Suspect Evidentiary exam for sexual abuse/sexual assault.....	\$675	\$550

***NOTE: Sutter Memorial Hospital will invoice a separate facility fee for hospital-based exams. The facility fee for Pediatric/Adult Sexual Assault Examinations will be \$125.**

CASE CONSULTATION

- Case consultation or review of records, including telephone consultation and/or written report if requested.....\$150/hour (¼ - hour minimum)
Time is charged in ¼ - hour increments beyond specified minimum

EXPERT TESTIMONY

- Court Appearance, including testimony and wait time.....\$100/hour
- Travel Time to court or deposition location.....No charge in Sacramento

TRAINING

- Specialized educational/training activities for medical providers, law enforcement and social work personnel, attorneys, and other child abuse professionals.....Complimentary: Two (2) half-day trainings per year for contracting agency

S.C.A.N. MEETINGS

- Weekly meeting attendance.....No charge

Pre-authorization is required. Weekdays, call (916) 736-6470.
For urgent cases, or after hours, please page (916) 523-7517.

Day Rate: Services in which the medical exam beings between 8:00 AM and 4:00 PM, Monday-Friday.

After-Hours Rate: Services in which the medical exam begins *after* 4:00 PM and *before* 8:00 AM, Monday-Friday, and 24 hours Saturday, Sunday and holidays.

HOSPITAL RATE SHEET

Pediatric/Adult Sexual Assault Examinations

\$125.00

EXHIBIT C
PROFESSIONAL SERVICES AGREEMENT
FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*] Not furnish any facilities or equipment for this Agreement; or
 furnish the following facilities or equipment for the Agreement; [*list, if applicable*]

**EXHIBIT D
PROFESSIONAL SERVICES AGREEMENT**

GENERAL PROVISIONS

1. Independent Contractors.

- A. It is understood and agreed that CONTRACTORS (including CONTRACTORS' employees) are independent contractors and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTORS nor CONTRACTORS' assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTORS under the provisions of this Agreement, and CONTRACTORS shall be issued a Form 1099 for its services hereunder. As independent contractors, CONTRACTORS hereby agree to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTORS' employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefore exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTORS, in the performance of their obligations hereunder, are subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTORS for accomplishing such results. To the extent that CONTRACTORS obtain permission to, and uses CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTORS' sole discretion based on the CONTRACTORS' determination that such use will promote CONTRACTORS' efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTORS use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTORS, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTORS. Except as may be specifically provided elsewhere in this Agreement, 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 CONTRACTORS. It is further understood and agreed that CONTRACTORS shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTORS' assigned personnel and subcontractors.

D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTORS. CONTRACTORS may represent, perform services for, or be employed by such additional persons or companies as CONTRACTORS see fit provided that CONTRACTORS do not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTORS represent and warrant that CONTRACTORS have all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTORS to practice its profession or provide any services under the Agreement. CONTRACTORS represent and warrant that CONTRACTORS shall, at their sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTORS to practice their profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTORS are out-of-state corporations, CONTRACTORS warrant and represent that they possess a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
3. **Time.** CONTRACTORS shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTORS' obligations under this Agreement. The parties shall be considered in default of this Agreement, to the extent that party performances are prevented or delayed by any cause, present or future, that are beyond the reasonable control of the parties.
4. **CONTRACTORS Not Agent.** Except as CITY may specify in writing, CONTRACTORS and CONTRACTORS' personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTORS and CONTRACTORS' personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTORS covenant that neither they nor any officer or principal of their firms, have or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTORS' performance of Services under this Agreement. CONTRACTORS further covenant that in the performance of this Agreement, no person having any such interest shall be employed by them as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTORS agree to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTORS are or employ a former officer or employee of the CITY, CONTRACTORS and any such employee(s) 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. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTORS may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs,

governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTORS agree to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTORS shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTORS shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions #30. A violation by CONTRACTORS of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTORS Information.

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTORS pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTORS shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. CONTRACTORS shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTORS pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTORS not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTORS of their obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTORS by CITY, whether received in connection with CONTRACTORS' proposal to CITY or in connection with any Services performed by CONTRACTORS, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTORS of any request for the disclosure of such information. The CONTRACTORS shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTORS shall have sole responsibility for defense of the actual "trade secret" designation of such information.

D. The parties understand and agree that any failure by CONTRACTORS to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTORS of any rights regarding the information designated "trade secret" by CONTRACTORS, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. Standard of Performance. CONTRACTORS shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTORS' profession in California. All products of whatsoever nature that CONTRACTORS deliver to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTORS' profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTORS shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTORS shall notify CITY in writing of any changes in CONTRACTORS' staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTORS to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTORS shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. Term; Suspension; Termination.

The initial term of this Agreement shall be for one (1) year from award by City Council, and it shall automatically renew on its anniversary date for successive one (1) year terms unless terminated as provided herein. However, the total term of this Agreement, including the initial term and all extensions, shall not exceed five (5) years from date of award by City Council.

Early Termination. At any time, any party may terminate this Agreement by giving 60 days written notice to all other parties. If this Agreement is terminated prior to its first anniversary for any reason, the parties shall not enter into a renewal or extension of this Agreement, or a new Agreement for the same or substantially similar services prior to the first anniversary of the effective date of the Agreement.

Legal Jeopardy. If one of the parties obtain a written opinion of legal counsel stating that, in the event of an audit or investigation, this Agreement is likely to be challenged by any governmental agency as illegal or improper or resulting in fines, penalties or exclusion from the Medicare or Medi-Cal programs, or the loss of tax-exempt status or ability to obtain tax exempt financing, that party may terminate this Agreement by providing written notice, including a copy of such opinion, to the other parties. Within ten (10) days of such notice, the parties shall meet and confer to discuss mutually acceptable means of restructuring the relationship to eliminate the legal concern. In the event that the parties are unable to reach agreement on new terms within twenty (20) days of their meeting, this Agreement shall automatically terminate.

10. Indemnity.

A. Indemnity: Perinatal and Pediatric Specialists Medical Group of Sacramento ("PPSMG") Dba Children's Specialists Medical Group of Sacramento ("CSMGS") shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by PPSMG Dba CSMGS, any sub-consultant, subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of PPSMG Dba CSMGS.

Sutter Health Sacramento Sierra Region Dba Sutter Medical Center Sacramento ("SMCS") shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by SMCS, any sub-consultant, subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of SMCS.

B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTORS hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any

expiration or termination of this Agreement.

- 11. Insurance Requirements.** During the entire term of this Agreement, CONTRACTORS shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTORS are required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTORS under this Agreement. No additional compensation will be provided for CONTRACTORS' insurance premiums.

It is understood and agreed by the CONTRACTORS that their liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTORS in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, 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, 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.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis 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 CONTRACTORS.

No automobile liability insurance shall be required if CONTRACTORS complete the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (CONTRACTOR initials)

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

 X Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTORS.

No Workers' Compensation insurance shall be required if CONTRACTORS completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (CONTRACTORS initials)

- (4) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions or malpractice with limits of not less than one million (\$1,000,000) dollars if required by the CITY under Exhibit A, Section 2.

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of CONTRACTORS, products and completed operations of CONTRACTORS, and premises owned, leased or used by CONTRACTORS. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

 X Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) Except for professional liability, CONTRACTORS' insurance coverage 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 shall be in excess of CONTRACTORS' insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.
- (3) Coverage shall state that CONTRACTORS' insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONTRACTORS shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTORS and/or cancel the Agreement if the insurance is canceled or CONTRACTORS otherwise cease to be insured as required herein.

F. Subcontractors

CONTRACTORS shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. Equal Employment Opportunity. During the performance of this Agreement, CONTRACTORS, for themselves, their assignees and successors in interest, agree as follows:

- A. Compliance With Regulations: CONTRACTORS shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTORS, with regard to the work performed after award and prior to completion of the work pursuant to this Agreement, 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. CONTRACTORS 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 CONTRACTORS for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by

CONTRACTORS of CONTRACTORS' obligation under this Agreement 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: CONTRACTORS 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 such Regulations, orders and instructions. Where any information required of CONTRACTORS is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTORS 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 CONTRACTORS with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

- (1) Withholding of payments to CONTRACTORS under this Agreement until CONTRACTORS comply;
- (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTORS 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. CONTRACTORS shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTORS become involved in, or are threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTORS may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTORS, and by CITY, in accordance with applicable provisions of the Sacramento City Code.

14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTORS, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or

connected with this Agreement shall 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.

17. **Assignment Prohibited.** The expertise and experience of CONTRACTORS are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on CONTRACTORS under this Agreement. In recognition of this interest, CONTRACTORS shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

EXHIBIT E

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas

and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

“Contractor” means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. “Contractor” does not include a public entity.

“Domestic Partner” means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

“Employee Benefits” means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. “Employee benefits” shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTORS’S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractors shall provide the City with documentation and information verifying their compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee’s name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractors, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractors have complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractors shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment “A.”

(c) Contractors shall post, in a place visible to all employees, a copy of the notice provided as Attachment “B.”

Attachment A



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Contract Services Unit
921 10th St., Room 402
Sacramento, CA 95814-2714

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages
 - Reasonable attorney's fees and costs

Attachment B



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Contract Services Unit
921 10th St., Room 402
Sacramento, CA 95814-2714

- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.