

Meeting Date: 10/28/2014

Report Type: Consent

Report ID: 2014-00805



Title: Supplemental Agreement: Sexual Assault Forensic Examinations

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager, or the City Manager's designee, to execute a fourth Supplemental Agreement to City Agreement 2009-0856 with Sutter Medical Foundation (SMF) and partner Sutter Medical Center Sacramento (SMCS) to perform sexual assault, child abuse, physical abuse, neglect and Violence Against Women Act (VAWA) forensic examinations through June 30, 2015.

Contact: Neil Schneider, Police Captain, Investigations, (916) 808-0650, Police Department

Presenter: None

Department: Police

Division: Investigations - Admin

Dept ID: 11001211

Attachments:

1-Description/Analysis

2-Supplemental Agreement

City Attorney Review

Approved as to Form

Michael Fry

10/17/2014 11:51:05 AM

Approvals/Acknowledgements

Department Director or Designee: Sam Somers - 10/14/2014 2:11:01 PM

Description/Analysis

Issue: The Sacramento Police Department (SPD) has an operational requirement to extend the term of performance in City Agreement 2009-0856 with Sutter Medical Foundation (SMF) and partner Sutter Medical Center Sacramento (SMCS) to perform sexual assault, child abuse, physical abuse, neglect and Violence Against Women Act (VAWA) forensic examinations through June 30, 2015. The extension of the term of performance is necessary for continuity of services while staff prepares to release a new Request for Proposals seeking qualified vendors who could provide examination services. There are no changes to the scope of work or the agreement amount.

Policy Considerations: Pursuant to City Code 3.56.300, the authority of the City Manager is limited to supplemental changes that do not exceed the general scope of the original contract.

Economic Impact: None

Environmental Considerations: This recommendation does not constitute a “project” and therefore is exempt from the California Environmental Quality Act (CEQA) according to Sections 15061(b)(3) and 15378(b)(2) of the CEQA guidelines.

Sustainability Considerations: Not applicable

Commission/Committee Action: Not applicable

Rationale for Recommendation: On September 22, 2009, City Council authorized (Resolution No. 2009-596) the City Manager or designee to execute an agreement (2009-0856) with SMCS and partner Children’s Specialist Medical Group of Sacramento (CSMGS) to provide forensic examinations for victims of sexual assault or child abuse for an annual amount not-to-exceed \$500,000 per year over a five-year period. Agreement 2009-0856 was supplemented in January 2012 to transfer agreement obligations from CSMGS to SMF and supplemented again in September 2012 to include physical abuse, neglect and VAWA forensic exams.

The SPD recommends that the term of this agreement be extended through June 30, 2015. This additional time is necessary to publish a Request for Proposals for this service and evaluate proposals while continuing to provide forensic evaluations. Upon finalizing the evaluation process the SPD will return to City Council with a new agreement for consideration.

Financial Considerations: The total agreement not-to-exceed amount of \$2.5 million has not been exceeded and the SPD does not anticipate exceeding this amount by June 30, 2015. There is adequate funding in the Police Department’s Fiscal Year (FY)

2014/15 operating budget for any services provided during the remainder of the agreement period.

Local Business Enterprise (LBE): Not applicable

SUPPLEMENTAL AGREEMENT

Project Title and Job Number: Sutter Health Sacramento Sierra Region dba Sutter Medical Center Sacramento & Sutter Medical Foundation

Date: 7/22/14

Purchase Order #:

Supplemental Agreement No.: 4

The City of Sacramento ("City") and Sutter Health Sacramento Sierra Region dba Sutter Medical Center Sacramento & Sutter Medical Foundation ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2009-0856, including any and all prior supplemental agreements modifying the agreement (the agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

- 1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:

This agreement will be extended through June 30, 2015 with all other terms and conditions of the agreement and any supplementals remaining the same.

- 2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is increased or decreased by \$ 0, and the Agreement's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	<u>\$2,500,000</u>
Net change by previous supplemental agreements:	<u>0</u>
Not-to-exceed amount prior to this supplemental agreement:	<u>0</u>
Increase/decrease by this supplemental agreement:	<u>0</u>
New not-to exceed amount including all supplemental agreements:	<u>\$2,500,000</u>

- 3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.
- 4. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.
- 5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:

Approved As To Form By:

Project Manager
Approved By:

City Attorney

Thomas Blum / *[Signature]*
SME Contractor SMC
Approved By:

Attested To By: _____

City of Sacramento

City Clerk