

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

564



FROM: Stanley L. Sniff Jr., Sheriff-Coroner-PA

SUBMITTAL DATE:
07/02/12

SUBJECT: Approval of an Agreement with Universal Health Services (UHS) of Rancho Springs, Inc. DBA Southwest Healthcare System for Sexual Assault Forensic Examinations

RECOMMENDED MOTION: Move that the Board of Supervisors approve and authorize the Chairman to execute the Agreement with UHS of Rancho Springs, Inc. (UHSRS) to compensate it for its provision of sexual assault forensic examinations during the period from July 1, 2012 through June 30, 2014.

BACKGROUND: Penal Code Section 13823.9(b) requires that Counties with more than 100,000 residents arrange to have professional personnel, trained in examining sexual assault victims, conduct exams to collect forensic evidence.

BR 13-011 (Continued on Page 2)

Stanley L. Sniff Jr.

Stanley L. Sniff Jr., Sheriff-Coroner-PA
Lee Wagner, Assistant Sheriff

FINANCIAL DATA	Current F.Y. Total Cost:	\$32,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$32,000	Budget Adjustment:	No
	Annual Net County Cost:	\$32,000	For Fiscal Year:	FY 2012-13

SOURCE OF FUNDS: Departmental Budget	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:
APPROVE

BY: *Elizabeth J. Olson*
Elizabeth J. Olson

County Executive Office Signature

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD Per Exec. Ofc.:
 FORM APPROVED COUNTY COUNSEL BY: NEAL R. KIPNIS DATE: 7/3/12 Departmental Concurrence

Policy
 Policy

Consent
 Consent

3.60

On July 26, 2005, the Board approved execution of an Agreement with UHSRS, establishing the rate of \$900 per sexual assault forensic medical examination conducted at the hospital to recoup all hospital costs.

To secure an adequate service level and a consistent exam rate in the western area of the County, the Sheriff's Department continued in agreements with UHSRS for the hospital to provide these examinations until January 2010, when UHSRS terminated its service.

In April of this year, hospital staff notified the Sheriff's Department that UHSRS would shortly reinstitute its provision of the sexual assault examinations. A new two-year service contract agreed upon by UHSRS and the Sheriff's Department is now recommended for Board approval. The rate per examination will remain at \$900.

The new agreement reflects state law, which went into effect on January 1, 2012, implementing Federal Violence Against Women Act of 2005 requirements. The new law, SB 534 (Corbett), amending Penal Code Sections 13823.7, 13823.13 and 13823.95, specifies:

- All victims of sexual assault who request a sexual assault forensic medical examination shall be provided one, and the cost of the examination cannot be charged directly or indirectly to the victim. The cost of the sexual assault forensic medical examination shall be the responsibility of the law enforcement agency in the jurisdiction where the alleged crime occurred.
- No victim of sexual assault shall be required to participate or agree to participate with the local law enforcement agency or criminal justice system, either prior to the examination or at any other time.
- Healthcare facilities and/or examination teams cannot charge more than \$300 for the examination in which the victim is not willing to participate with a local law enforcement agency.

**AN AGREEMENT CONCERNING THE PROVISION OF CERTAIN
CLINICAL SERVICES FOR THE PURPOSE OF OBTAINING CRIMINAL EVIDENCE
BETWEEN THE COUNTY OF RIVERSIDE AND UNIVERSAL HEALTH SERVICES
(UHS) OF RANCHO SPRINGS INC. DBA SOUTHWEST HEALTHCARE SYSTEM**

THIS AGREEMENT is made and entered into by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California (hereinafter County), on behalf of its Sheriff's Department (hereinafter Sheriff) and UNIVERSAL HEALTH SERVICES (UHS) of RANCHO SPRINGS INC., dba SOUTHWEST HEALTHCARE SYSTEM (hereinafter Hospitals)

WHEREAS, the above-mentioned Hospitals provide emergency services seven days a week, 24 hours per day, and both Hospitals are fully credentialed by the Department of Health Services of the State of California; and

WHEREAS, the Sheriff will need to transport persons to Hospitals and may authorize certain procedures for the purpose of obtaining evidence;

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. TERM OF AGREEMENT

1.1 This Agreement shall be effective from the date of execution through June 30, 2014. Either party may terminate, without cause, this Agreement upon thirty (30) days written notice.

2. SCOPE OF SERVICE

2.1 The Sheriff will order a "Sexual Assault Exam" for the documentation and collection of evidence at the Hospitals. The Hospitals will provide the professional clinical services to complete and return the "Sexual Assault Exam" to the Sheriff.

2.2 The signature of a Sheriff's Deputy or other designee of the Sheriff ordering the "Sexual Assault Exam" shall be the Sheriff's authorization for such services to commence and to reimburse the Hospitals at the agreed upon service rates.

2.3 The Hospitals shall provide a Certified Sexual Assault Nurse Examiner who has completed a 40-hour didactic training course and completed an orientation process, which includes the Hospitals' required competencies to conduct forensic evidentiary examinations. The Hospitals also agree to provide access to the Sexual Assault Response Team, seven days a week, 24 hours per day.

2.4 The Hospitals represent and maintain that their personnel are skilled in the professional field necessary to perform all services, duties and obligations required by this Agreement. The Hospitals shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by

professionals in the same discipline in the State of California. The Hospitals further represent and warrant to the County and Sheriff that they have, and shall maintain throughout the term of this Agreement, all licenses, permits, qualifications and approvals of regulatory and mandatory agencies requirement to practice medicine in the State of California.

2.5 Any services authorized by the Sheriff or his designee are intended solely for the collection of medical information and evidence, and will not cover the medical treatment of any person.

3. SERVICE RATE

3.1 The Service Rate shall include registered nurses' salaries and benefits, nurses' stand-by pay, medications, nurses training, nurses education and competency validation, clerical support, quality improvement training, supplies, and bed day costs for one dedicated room. The Service Rate for this contract has been established at \$900 per exam for all CalEMA standard exams, excluding the Cal EMA 2-924. The Cal EMA 2-924 exam charge is set by SB 534, and shall not exceed \$300 per exam.

4. BILLING PROCEDURES

4.1 The Hospitals will bill the Sheriff on a quarterly basis. The Sheriff will remit all payments for services within 30 days of receipt of the billing.

4.2 The Hospitals will separately and directly bill Sheriff's contract city cases on a quarterly basis. The Sheriff will supply the Hospitals with contract city billing address information.

5. INDEPENDENT CONTRACTOR

5.1 The Hospitals are, for purposes arising out of this Agreement, Independent Contractors, and shall not be deemed employees of the County. It is expressly understood and agreed that the Hospitals and their employees shall in no event, as a result of this Agreement, be entitled to any benefits to which County employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. The Hospitals hereby hold County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement

5.2 It is further understood and agreed by the parties hereto that the Hospitals in the performance of their obligation hereunder are subject to the control or direction of County or Sheriff merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed, and not as to the means and methods for accomplishing the results.

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6. INDEMNIFICATION/HOLD HARMLESS

6.1 The Hospitals agree to and shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter individually and collectively referred to as Indemnitees) from all liability whatsoever, based or asserted upon any services of Hospitals, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Hospitals, its officers, employees, subcontractors, agents or representatives, save and except claims or litigation based upon any actions of the Indemnitees or which arise through the negligence or misconduct of the Indemnitees, which claims or litigation shall be the sole responsibility of the Indemnitees."

As respects each and every indemnification herein Hospitals shall defend and pay, at their sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, and defense and settlements or awards against the Indemnitees.

6.2 With respect to any action or claim subject to indemnification herein by Hospitals, Hospitals shall at their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the Indemnitees; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Hospitals' indemnification to Indemnitees as set forth herein. Hospitals' obligation to indemnify hereunder shall survive the term of this agreement and will remain in force for as long as the law allows. Hospitals' obligation hereunder shall be satisfied when Hospitals has provided to Indemnitees the appropriate form of dismissal relieving Indemnitees from any liability for the action or claim involved.

6.3 The specified insurance limits required in this Agreement shall in no way limit or circumscribe Hospitals' obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

6.4 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Hospitals from indemnifying the Indemnitees to the fullest extent allowed by law.

7. INSURANCE

7.1 Without limiting or diminishing the Hospitals' obligation to indemnify or hold the County harmless, Hospitals shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their

respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. The insurance requirements may be met with a program of self-insurance acceptable to the County.

A. Workers' Compensation:

A.1 If the Hospitals have employees as defined by the State of California, the Hospitals shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than **\$1,000,000** per person per accident.

B. Commercial General Liability:

B.1 Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross-liability coverage and employment practices liability covering claims which may arise from or out of the Hospitals' performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Professional Liability Insurance:

C.1 Hospitals shall maintain Professional Liability Insurance providing coverage for the Hospitals' performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate. If Hospitals' Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Hospitals shall purchase at their sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Hospitals have maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

D. General Insurance Provisions - All lines:

D.1 Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived by the County Risk Manager. If the County's Risk Manager waives a requirement for a

particular insurer such waiver is only valid for that specific insurer and only for one policy term.

D.2 The Hospitals' insurance carrier(s) must declare their insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed **\$500,000** per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retentions which are deemed unacceptable to the County's Risk Manager, Hospitals' carriers shall either: 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

D.3 The Hospitals' insurance carrier(s) shall furnish the County with either: 1) properly executed original Certificate(s) of Insurance and certified original copies of endorsements effecting coverage as required herein; or 2) if requested to do so in writing by the County Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to County prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless County receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. ***Hospitals shall not commence services until furnishing County with original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.***

D.4 It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

D.5 The County of Riverside's Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in

the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years, the County reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Hospitals has become inadequate.

D.6 Hospitals shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement. Hospitals agree to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

8. GOVERNING LAW; JURISDICTION; SEVERABILITY

8.1 This Agreement and its construction and interpretation as to validity, performance and breach shall be construed under the laws of the State of California. Any legal action related to this Agreement shall be filed in the appropriate court of the State of California located in Riverside, California. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

9. CONFIDENTIALITY

9.1 The Hospitals agree to maintain the confidentiality of all client information in accordance with all applicable federal, state and local laws and regulations. The Hospitals shall ensure they keep confidential the names, addresses, phone numbers, and any other individually identifiable information concerning clients and the services they receive. The Hospitals shall not divulge any client information to any unauthorized person.

9.2 The Hospitals shall maintain the confidentiality of all client records that they maintain, receive, or send to County or contract city. Records include, but may not be limited to, claims that include individually identifiable client information, individually identifiable health records and information, and/or Management Information System records. The Hospitals shall use reasonable safeguards to prevent unauthorized access to records. The Hospitals shall notify the Sheriff **immediately** of any breach or suspected breach of client information via unauthorized access.

9.3 Applicable confidentiality laws include, but are not limited to, California Welfare & Institutions Code Sections 5328 through 5330, inclusive; 45 CFR Section 205.50; 45 CFR Parts 160 and 164, et seq; and 42 CFR-Chapter 1, Part 2. The Hospitals shall require all their officers, employees, and agents providing services hereunder to acknowledge understanding of, and agreement to fully comply with, such confidentiality provisions.

9.4 The Hospitals shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any disclosure of such records and information by Hospitals, its officers, employees, or agents.

10. ALTERATION OF TERMS

10.1 No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is executed by both parties.

11. NOTICES

11.1 Any notices required or desired to be served by any party upon the other shall be addressed to the respective parties as set forth below or to such other addresses as from time to time may be designated by the respective parties:

County
Stanley L. Sniff Jr., Sheriff
Riverside County Sheriff's Department
P.O. Box 512
Riverside, California

Medical Hospitals
UHS of RANCHO SPRINGS INC.
dba SOUTHWEST HEALTHCARE SYSTEM
25500 Medical Center Drive
Murietta, California 92562

For the reasons and purposes explained above, the County and UHS of RANCHO SPRINGS INC., dba SOUTHWEST HEALTHCARE SYSTEM have caused their duly authorized representatives to execute this Agreement on the dates indicated below.

COUNTY OF RIVERSIDE

UHS of RANCHO SPRINGS INC. dba
SOUTHWEST HEALTHCARE SYSTEM

By: _____
John Tavaglione, Chairperson
Riverside County Board of Supervisors


By:  _____

Date: _____

Name: Kenneth Rivers
Title: CEO/Managing Director

ATTEST:
Kecia Haper-Ihem, Clerk

Date: 6.21.12

By: _____
Deputy
FORM APPROVED COUNTY COUNSEL
BY:  _____
NEAL R. KIPNIS DATE