Concurrence

 $\boxtimes$ 

Consent

Ø

Consent

Dep't Recomm.:

Per Exec. Ofc.

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





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

SUBMITTAL DATE: 07/24/13

**SUBJECT:** Ratification of the First Amendment to 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 ratify and authorize the Chair to execute the first Amendment to 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 14-013 (Continued on Page 2)

		Stanley L. Snit	f Jr., Sheriff-Cor	roner-PA	
FINANCIAL DATA	Current F.Y. Total Cost: Current F.Y. Net County Cost: Annual Net County Cost:	\$40,500 \$3,600 \$0	In Current Year I Budget Adjustm For Fiscal Year:	Budget: Yent: N	es No 13-14
SOURCE OF F	Positions To Be Deleted Per A-30				
				Requires 4/5 Vote	
C.E.O. RECOM	MENDATION:	PPROVE			
	(B)	Cyrus /	Kon		

**County Executive Office Signature** 

ONS AUG 13 PM 2: 26

PEGELALO RIVERSIDE COUNTY

Prev. Agn. Ref.: 07/31/12 3.60

District: 3/3

Agenda Number:

3-86

First Amendment to the Agreement for Sexual Assault Forensic Examinations with Universal Health Services (UHS) of Rancho Springs, Inc. BR 14-013 Page 2

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 2012, hospital staff notified the Sheriff's Department that UHSRS would shortly reinstitute its provision of the sexual assault examinations. On July 31, 2012 (3.60), the Board approved a two-year service contract agreed upon by UHSRS and the Sheriff's Department, with the rate per examination still set at \$900.

## Per the California Penal Code:

- 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.

The amended agreement with UHSRS specifies that if a sexual assault victim, who had initially refused to cooperate with the law enforcement agency, has a change of mind and decides to cooperate with law enforcement, choosing to move forward with a standard investigation after UHSRS has already collected the \$300 for the non-investigative reporting exam, an additional \$600 for the remaining standard investigation fee will be billed to law enforcement. County Counsel has approved the Amendment as to form.

## FIRST AMENDMENT TO AGREEMENT CONCERNING THE PROVISION OF CERTAIN CLINICAL SERVICES FOR THE PURPOSE OF OBTAINING CRIMINAL EVIDENCE

IT IS MUTUALLY AGREED that the Agreement Concerning the Provision of Certain Clinical Services for the Purpose of Obtaining Criminal Evidence by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Sheriff's Department ("Sheriff"), and the RANCHO SPRINGS FACILITY OF UNIVERSAL HEALTH SERVICES OF RANCHO SPRINGS, INC., dba SOUTHWEST HEALTHCARE SYSTEM ("Hospitals"), approved by the Board of Supervisors on July 31, 2012 for services effective from July 31, 2012 through June 30, 2014, is hereby amended in the following respects, and all other terms and conditions of the Agreement remain in full force and effect:

1. Section 3. Service Rate shall be deleted in its entirety and replaced with:

## 3. Service Rate

- 3.1 The service rate shall include the salaries and benefits of registered nurses, nurse stand-by pay, medications, nurse training, nurse education, competency validation, clerical support, quality improvement training, supplies and bed day costs for dedicated space. The service rate for this contract has been established at \$900 per exam for all CalEMA standard investigation exams excluding the CalEMA 2-924 Non-Investigative Reporting Exam (NIRE).
- 3.2 The standard fee for the 2-924 NIRE is \$300. The standard 2-924 NIRE rate applies for all victims who are not cooperating with law enforcement.
- 3.3 If the victim chooses to move forward with a standard investigation after the 2-924 NIRE rate has already been paid to Hospitals, then the additional fee of \$600 for the remaining standard investigation fee will be submitted in the form of an invoice to law enforcement.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Amendment on the dates indicated below.

COUNTY OF RIVERSIDE	RANCHO SPRINGS FACILITY OF UNIVERSAL HEALTH SERVICES OF RANCHO SPRINGS, INC. dba SOUTHWEST HEALTHCARE SYSTEM
Signature John J. Benoit, Chair Riverside County Board of Supervisors	Signature Brad Neet Chief Executive Officer
Date:	Date:
ATTEST:	э ж
Kecia Haper-Ihem Clerk of the Board	
By:	
FORMARPROVED COUNSEL (1)	