

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

681



FROM: SHERIFF'S DEPARTMENT

SUBMITTAL DATE:
05/14/14

SUBJECT: Approval of a Three-Year Agreement with Universal Health Services of Rancho Springs, Inc. (UHSRS) DBA Southwest Healthcare for the Provision of Sexual Assault Forensic Examinations, District 3/3. (\$54,000 -100% General Fund)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve a three-year Agreement with UHSRS to compensate it for its provision of sexual assault examinations during the period from July 1, 2014 through June 30, 2017, and authorize the Chairperson to execute the Agreement on behalf of the Board.

BACKGROUND:

Summary

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.

(Continued on Page 2)

[Signature]
Stanley L. Sniff Jr.
Sheriff-Coroner-PA
Will Taylor, Director of Administration

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 18,000	\$ 54,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 18,000	\$ 54,000	\$ 0	

SOURCE OF FUNDS: 100% General Fund	Budget Adjustment: No
	For Fiscal Year: 14/15-16/17

C.E.O. RECOMMENDATION: APPROVE

BY: *[Signature]*
County Executive Office Signature Elizabeth J. Olson

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: June 3, 2014
xc: Sheriff

Kecia Harper-Ihem
Clerk of the Board
By: *[Signature]*
Deputy

3-76

FORM APPROVED BY COUNTY COUNSEL DATE
 BY: NEAL R. KIPNIS
 Departmental Concurrence
 BY: Esteban Hernandez
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 5/24/14

A-30
 4/5 Vote
 Positions Added
 Change Order

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of a Three-Year Agreement with Universal Health Services of Rancho Springs,
Inc. (UHSRS) DBA Southwest Healthcare for the Provision of Sexual Assault Forensic
Examinations, District 3/3. (\$54,000 -100% General Fund)**

DATE: 05/14/14

PAGE: Page 2 of 2 (BR 14-087)

BACKGROUND:

Summary (Continued)

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.

The Sheriff's Department now recommends that the Board approve a three-year agreement with UHSRS to continue this service, fixing the exam rate at \$900 through June 30, 2017.

Impact on Citizens and Businesses

As stated above, the Penal Code 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. This agreement with UHSRS enables the Sheriff to ensure the continued provision of this state mandated service for the next three years at a fixed rate.

AN AGREEMENT CONCERNING THE PROVISION OF CERTAIN CLINICAL SERVICES FOR THE PURPOSE OF OBTAINING CRIMINAL EVIDENCE

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 of Rancho Springs, Inc., d/b/a Southwest Healthcare System** (Hereinafter "**Hospital**")

RECITALS

WHEREAS, the above-mentioned Hospital provides emergency services seven days a week, 24 hours per day, and Hospital is fully credentialed by the Department of Health Services of the State of California; and

WHEREAS, the Sheriff will need to transport persons to Hospital 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 July 1, 2014 through June 30, 2017. Either party may terminate this Agreement, without cause, 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 Hospital. The Hospital will provide the professional clinical services to complete and return the "Sexual Assault Exam" to the Sheriff.

2.2 The signature of the 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 Hospital at the agreed upon service rates.

2.3 The Hospital 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 Hospital's required competencies to conduct forensic evidentiary examinations. The Hospital also agrees to provide access to the Sexual Assault Response Team, seven days a week, 24 hours per day.

2.4 The Hospital represents and maintains that its personnel are skilled in the professional field necessary to perform all services, duties and obligations required by this Agreement. The Hospital 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 Hospital further represents and warrants to the County and Sheriff that they have, and shall maintain throughout the term of this Agreement, all licenses, permits,

JUN 03 2014 376

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 the salaries and benefits of registered nurses, nurse stand-by pay, medications, nurse training, nurses' education, 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 California Emergency Management Agency (CalEMA) standard investigation exams excluding the CalEMA 2-924 Non-Investigative Reporting Exam (NIRE).

3.2 The Cal EMA 2-924 exam charge is set by SB 534, and shall not exceed \$300 per exam for those exams in which the victim is not willing to participate with law enforcement.

3.3 If the victim chooses to participate and cooperate with law enforcement in a standard investigation after the 2-924 NIRE rate has already been billed and paid to Hospital, then the additional fee of \$600 for the remaining standard investigation fee will be submitted in the form of an invoice to law enforcement.

3.4 Fees shall remain firm for the Term of the Agreement herein.

4. BILLING PROCEDURES

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

5. INDEPENDENT CONTRACTOR

5.1 The Hospital is, for purposes arising out of this Agreement, an Independent Contractor, and it shall not be deemed an employee of the County. It is expressly understood and agreed that the Hospital and its 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 Hospital hereby holds 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 Hospital in the performance of its obligation hereunder is 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.

6. INDEMNIFICATION/HOLD HARMLESS

6.1 The Hospital shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and 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 Hospital, 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, death or any other element of any kind or nature whatsoever arising from the performance of Hospital, 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, Hospital shall defend and pay, at its 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 Hospital, Hospital shall, at its sole cost, have the right to use counsel of its 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 Hospital's indemnification to Indemnitees as set forth herein. Hospital's obligation to indemnify hereunder shall survive the term of this agreement and will remain in force for as long as the law allows. Hospital's obligation hereunder shall be satisfied when Hospital 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 Hospital's 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 Hospital from indemnifying the Indemnitees to the fullest extent allowed by law.

7. INSURANCE

7.1 Without limiting or diminishing the Hospital's obligation to indemnify or hold the County harmless, Hospital shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages 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 Hospital has employees as defined by the State of California, the Hospital 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 Hospital's performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their respective director, 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 Hospital shall maintain Professional Liability Insurance providing coverage for the Hospital's 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 aggregate. If the Hospital's 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 Hospital shall purchase at its 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 the facilities have maintained continuous coverage with the same or original insurer. Coverage provided under items: 1), 2), or 3) will continue for as long as the law allows.

D. **General Insurance Provision - 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 Hospital's 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, Hospital's 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 Hospital's 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 coverage's set forth herein and the insurance required herein is in full force and effect. **Hospital 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 Hospital has become inadequate.

D.6 Hospital 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 Hospital agrees to maintain the confidentiality of all client information in accordance with all applicable Federal State and local laws and regulations. The Hospital shall ensure it keeps confidential the names, addresses, phone numbers, and any other individually identifiable information concerning clients and the services they receive. The Hospital shall not divulge any client information to any unauthorized person.

9.2 The Hospital shall maintain the confidentiality of all client records that it maintains, receives, or sends 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 Hospital shall use reasonable safeguards to prevent unauthorized access to records. The Hospital 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 Hospital shall require all its officers, employees, and agents providing services hereunder to acknowledge understanding of, and agreement to fully comply with, such confidentiality provisions.

9.4 The Hospital 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 Hospital, 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 92502

“HOSPITAL”

Southwest Healthcare System
Rancho Springs Medical Center
25500 Medical Center Drive
Murrieta, CA 92562
Attn: Contract Administrator

For the reasons and purposes explained above, the County and Universal Health Services of Rancho Springs, Inc., d/b/a Southwest Healthcare System have caused their duly authorized representatives to execute this Agreement on the dates indicated below.

COUNTY OF RIVERSIDE

UNIVERSAL HEALTH SERVICES OF
RANCHO SPRINGS, INC., D/B/A
SOUTHWEST HEALTHCARE SYSTEM

By: Jeff Stone
Jeff Stone, Chairperson
Riverside County Board of Supervisors

By: Bradley D. Neet
Bradley D. Neet
Chief Executive Officer

Date: JUN 03 2014

Date: 5/20/14

ATTEST:

Kecia Harper-Ihem, Clerk

By: Kecia Harper-Ihem
Deputy

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE 5/20/14