

City of Sacramento  
**City Council - 2PM Report**  
915 I Street Sacramento, CA 95814  
www.cityofsacramento.org

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**File ID:** 2025-01611

10/7/2025

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**Sexual Assault Forensic Examinations [Published for 10-Day Review 09/23/2025]**

File ID: 2025-01611

**Location:** Citywide

**Recommendation:** Pass a **Motion:** 1) suspending competitive bidding for sexual assault forensic examinations in the best interest of the City; and 2) authorizing the Interim City Manager, or designee, to execute a five-year agreement with Sutter Valley Medical Foundation dba Sutter Medical Foundation, to perform sexual assault forensic examinations in an amount not to exceed \$2,700,000 from October 1, 2025 through September 30, 2030.

**Contact:** Ethan Hanson, Police Captain, (916) 808-0714, ethanson@pd.cityofsacramento.org, Police Department

**Presenter:** None

**Attachments:**

1-Description/Analysis

2-Agreement

**Description/Analysis**

**Issue Detail:** The Sacramento Police Department (Department) has an operational requirement pertaining to Sexual Assault Evidentiary Examinations, mandated by the State of California (California Penal Code § 13823.95). The statute requires the cost of a medical evidentiary examination performed by a qualified health care professional, hospital, or other emergency medical facility for a victim of a sexual assault shall be treated as a local cost and charged to and reimbursed within 60 days by the local law enforcement agency in whose jurisdiction the alleged offense was committed. The Department recommends the execution of an agreement with Sutter Valley Medical Foundation dba Sutter Medical Foundation (SMF) to perform sexual assault, child abuse, physical abuse, neglect and Violence Against Women Act (VAWA) forensic examinations.

**Policy Considerations:** The recommendations in this report are consistent with: 1) Sacramento City Code section 4.04.020 mandating that unless waived by a two-thirds vote of the City Council, all agreements greater than \$1 million shall be made available to the public at least ten (10) days prior to Council action; 2) Sacramento City Code Section 3.56.230(E) authorizing the City Council to

suspend competitive bidding for the purchase of services or supplies when, upon a two-thirds vote, the Council determines it is in the best interest of the City; and 3) Sacramento City Code Section 3.56.090, authorizing the City Council to award contracts in excess of \$250,000. This item was published for 10-day review on September 23, 2025 in compliance with the City Code.

**Economic Impacts:** None.

**Environmental Considerations:** The proposed activity is not a project pursuant to the California Environmental Quality Act (CEQA), CEQA Guidelines Section 15378(b)(5). The activity is an organizational or administrative activity of governments that will not result in direct or indirect physical changes in the environment and is not subject to CEQA. CEQA Guidelines Section 15060(c)(3).

**Sustainability:** Not applicable.

**Commission/Committee Action:** Not applicable.

**Rationale for Recommendation:** In working toward executing a new agreement for sexual assault forensic examinations, the Department performed market research to determine if other medical providers were available to provide the examination services in compliance with state law. The Department reached out to UC Davis Health, Kaiser Permanente, and Mercy Medical Group, all who confirmed SMF is the only medical institution in the Greater Sacramento Valley Region providing all necessary sexual assault evidentiary examinations (adult, adolescent, pediatric, and suspect), for all ages of patients, 24-hours per day, 7-days per week.

Aside from state law requirements, the evidentiary examinations are critical in helping to identify the offender in sexual assault cases and ultimately seek justice for the victim. Medical examinations are a key component to most cases tried in court based on the evidence they provide. SMF remains the sole provider for these critical examination services in the Sacramento region.

The current agreement with SMF is set to expire on September 30, 2025. The term of the proposed agreement is October 1, 2025 through September 30, 2030. The five-year term will benefit the Department by allowing us to lock in pricing, and without impacting core services to be lapsed.

**Financial Considerations:** The proposed agreement's total not-to-exceed amount is \$2.7 million for the five-year term of the agreement. The estimated agreement amount is based on prior years' spending trends and anticipated cost increases. These services will be utilized on an as-needed basis and charged to the Department's operating budget.

**Local Business Enterprise (LBE):** SMF is an LBE.

CONTRACT #:  
CONTRACT NAME: Sexual Assault & Forensic Examination  
AGREEMENT TERM: 10/01/2025 to 06/30/2030  
AUTHORIZED RENEWALS:  
DEPARTMENT/DIVISION: Police-Office of Investigations

PROJECT:  
NOT-TO-EXCEED AMOUNT: 2,700,000  
SOLICITATION: N/A  
LBE (Y/N): Y

CITY OF SACRAMENTO

**PROFESSIONAL SERVICES AGREEMENT\***

**THIS CONTRACT** is made at Sacramento, California, by and between the **CITY OF SACRAMENTO**, a charter city and municipal corporation ("CITY"), and

*Sutter Valley Medical Foundation dba Sutter Medical Foundation  
2700 Gateway Oaks Dr., Suite 2200  
Phone: 916-262-9107/Email: Elisabeth.Trelford@sutterhealth.org*

("Contractor"), as of the Effective Date, as defined below. The City and Contractor agree as follows:

1. **Effective Date.** This Contract shall be effective beginning **October 1<sup>st</sup>, 2025** the date it is fully executed by the duly authorized parties.
2. **Contract Documents.** All exhibits and documents attached or referred to in this Contract are incorporated as if set forth herein, including Exhibit A (titled "Scope of Services"), Attachment 1 to Exhibit A ("Description of Services"), Exhibit B (titled "Payment"), Attachment 1 to Exhibit B ("Sutter Medical Foundation BEAR Program Fees"), Exhibit C ("Insurance"), Exhibit D ("General Conditions"), and Exhibit E ("Authorization Form for Evidentiary Exams").

If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor and made a part of this Contract and the other terms or conditions of the Contract, the other terms and conditions of the Contract control.

3. **Services.** Subject to the terms and conditions set forth in this Contract, Contractor shall provide to CITY the Bridging Evidence Assessment & Resources ("BEAR") services described in Exhibit A ("Services"). Should any person refuse or fail to consent to the Services, Contractor shall not be required to perform the Services, unless compelled to do so by law.

Contractor will not be compensated for services outside the scope of Exhibit A ("Additional Services") unless, before providing Additional Services: (a) Contractor notifies CITY and CITY agrees that the Additional Services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these Additional Services; and (c) CITY, after notice, approves in writing a Supplemental Contract specifying the Additional Services and the amount of additional compensation to be paid Contractor.

CITY will have no obligations whatsoever under this Contract or any Supplemental Contract, unless and until this Contract or any Supplemental Contract is approved by the City as required by the Sacramento City Code. As used in this Contract, the term "Services" includes both Services and Additional Services as applicable.

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

4. **Payment.** CITY shall pay Contractor at the times and in the manner set forth in Exhibit B. Contractor shall submit all invoices to CITY in the manner specified in Exhibit B.
5. **Authorization Process.** Authorization Process. Prior to Services being rendered, CITY shall request Services by providing Contractor a written authorization request specifying the Services to be provided, substantially in the form of the attached Exhibit E ("Authorization Form for Evidentiary Exams"). CITY may copy and use the Authorization Form for Evidentiary Exams to meet the requirements of this Agreement. All requests for Services must include the following:
- Patient name:
  - Date and time of the request:
  - The specific Services to be performed: and
  - The printed name, signature, and badge number of the officer/social worker authorizing the examination.
6. **Facilities and Equipment.** Except as set forth below, Contractor shall, at its sole cost and expense, furnish all facilities and equipment required for Contractor to perform this Contract. CITY shall furnish to Contractor only the facilities and equipment listed below, if any.
7. **Insurance.** Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the attached Exhibit C.
8. **General Conditions.** Contractor shall comply with the terms and conditions set forth in the attached Exhibit D.
9. **Non-Discrimination in Employee Benefits.** This Contract may be subject to Sacramento City Code chapter 3.54, Non- Discrimination in Employee Benefits by City Contractors. A summary of the requirements, entitled "Requirements of the Non-Discrimination in Employee Benefits Code (Equal Benefits Ordinance)," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.54. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor's violation of Sacramento City Code chapter 3.54 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

10. **Considering Criminal Conviction Information in the Employment Application Process.** This Contract may be subject to the requirements of Sacramento City Code chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A

summary of the requirements, entitled "Ban-The-Box Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.62. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.62 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.62.

Contractor's violation of Sacramento City Code chapter 3.62 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

11. **Local Business Enterprise Program.** The Local Business Enterprise Program Participation Requirements ("LBE Participation Requirements") may be applicable to this Contract. A summary of the requirements, entitled "LBE Participation Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.64. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.64 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.64.

Contractor's violation of Sacramento City Code chapter 3.64 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

12. **Authority.** The person signing this Contract for Contractor represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the Contractor and to bind the Contractor to the performance of the Contract's obligations.
13. **Counterparts.** The Contract may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. A photocopy or scanned version of the executed Contract may be used as if it were the original Contract.

[Signatures Page Following Exhibits]

## EXHIBIT A

### SCOPE OF SERVICES

#### 1. Representatives.

The CITY Representative for this Agreement is:

*Sandra Delgadillo, Administrative Analyst  
5770 Freeport Blvd., Suite 100  
Sacramento, CA 95822  
916-808-2423/sdelgadillo@pd.cityofsacramento.org*

The CONTRACTOR Representative for this Agreement is:

*Lieschen Trelford or BEAR Site Supervisor  
1625 Stockton Blvd., Suite 106  
Phone 916-262-9107/ Fax 916-262-9109, E-mail: Elisabeth.Trelford@sutterhealth.org*

Unless otherwise provided in this Contract, all Contractor questions and correspondence pertaining to this Contract must be addressed to the City Representative. All City questions and correspondence must be addressed to the Contractor Representative.

#### 2. **Scope of Services.** Contractor shall provide Services to City as set forth in Attachment 1 to this Exhibit A.

#### 3. **Time of Performance.** The Services described in this Contract shall be provided for a five-year term from October 1, 2025, through September 30, 2030. Contractor shall provide the Services in accordance with any schedule in Attachment 1 to this Exhibit A. Contractor shall provide the Services in accordance with any schedule in Attachment 1 to this Exhibit A.

#### 4. **Conflict of Interest Requirements.** The individual(s) who will provide Services pursuant to this Contract are "Consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code. \_\_\_\_yes x\_\_\_\_no [check one]

Contractor shall cause the following to occur within 30 days after execution of this Contract:

- (A) Identify the individuals who will provide Services or perform Work under this Contract as "Consultants"; and
- (B) 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 Contract, Contractor 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 Contract or impose fines on the individuals until all required statements are filed.



## EXHIBIT B

### PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the Contractor for the provision of Services as set forth in Exhibit A, including any authorized reimbursable expenses, shall not exceed the total sum of \$2,700,000. The payments specified in this Exhibit B shall be the only payments made to Contractor unless the City approves a Supplemental Contract.
2. **Billable Rates.** Contractor 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 Exhibit A or Attachment 1 to this Exhibit B and any applicable special provisions included in the request for bids or proposals. If there is a conflict between Exhibit A or Exhibit B and the Special Provisions, Exhibit A or Exhibit B controls.
3. **CONTRACTOR's Reimbursable Expenses.** "Reimbursable Expenses" are limited to actual expenditures of Contractor for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the City. No charges or markup will be allowed unless specified in the Contract, including charges for travel and transportation.
4. **Payments to CONTRACTOR.** Contractor is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.
  - A. Payments to Contractor shall be made within forty-five (45) days after receipt of Contractor's invoice, in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. Contractor may request payment on a monthly basis. Contractor shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
  - B. Invoices must be submitted to either of the addresses specified below.
    - (1) Email. Submit email invoices and any attachments to:  
[apinvoices@cityofsacramento.org](mailto:apinvoices@cityofsacramento.org)
    - (2) Postal Mail. If emailing is not an option, mail to:  
A/P Processing Center  
City of Sacramento  
915 I Street, Floor 4  
Sacramento, CA 95814-2608
  - C. All invoices submitted by Contractor must contain the following information:
    - (1) Job/Project Name
    - (2) CITY's current Purchase Order Number
    - (3) Contractor's Invoice Number
    - (4) Date of Invoice Issuance
    - (5) Work Order Number (if applicable)
    - (6) CITY representative identified on the Purchase Order

- (7) Contractor's remit address
- (8) Description of services billed under Invoice
- (9) Amount of Invoice (itemize all authorized Reimbursable Expenses)
- (10) Total Billed to Date under Contract (if applicable)

D. Items must be separated into Services and Reimbursable Expenses. Invoices that do not conform to the format outlined above will be returned to Contractor for correction. CITY is not responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.

- 5. **Additional Services.** Additional Services shall be provided only when a Supplemental Contract authorizing the Additional Services is approved in writing by the City in accordance with the City's contract amendment procedures. The City reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.
- 6. **Accounting Records of CONTRACTOR.** During performance of this Contract and for a period of three years after completion of performance, Contractor shall maintain all accounting and financial records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Contract and records of Contractor's Reimbursable Expenses. Contractor shall keep and make records available for inspection and audit by representatives of the CITY upon reasonable written notice, to the extent reasonably necessary for CITY to confirm that the Services (or any Reimbursable Expenses) invoiced by Contractor were provided (or incurred). CITY agrees to hold such Contractor's accounting and financial records confidential, to the extent permitted by law.
- 7. **Tax Payments.** Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. Contractor hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of Contractor's breach of this section.

## EXHIBIT C

### INSURANCE

1. **Insurance Requirements.** During the entire term of this Contract, Contractor shall maintain the insurance coverage described in the Insurance Terms below.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Contract. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

2. **General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required 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, arising out of activities performed by or on behalf of the Contractor and subcontractors, products and completed operations of Contractor and subcontractors, and premises owned, leased, or used by Contractor and subcontractors, 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.
3. **General and Professional Liability Insurance Through Self Insurance Program:** CITY accepts Contractor's program of self-insurance through its own captive insurance company, Sutter Insurance Services Corporation (SISCO), for general and professional liability coverage. As a captive insurance company, SISCO cannot provide additional insured status to those other than its parent and affiliated companies.
4. **Automobile Liability Minimum Scope and Limits of Insurance Coverage.** *(Check the applicable provision.)*  
  
  X   Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 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 Contractor.

\_\_\_\_ No automobile liability insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, Contractor does transport items under this Contract, or this Contract is amended to require any employees of Contractor to use a vehicle to perform services under the Contract, Contractor understands that it must maintain and provide evidence of Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 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 Contractor.”

**5. Workers' Compensation Minimum Scope and Limits of Insurance Coverage.** *(Check the applicable provision.)*

  X   Workers' Compensation Insurance is required with statutory limits and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

       No work or services will be performed on or at CITY facilities or CITY Property, therefore a Workers' Compensation waiver of subrogation in favor of the CITY is not required.

       No Workers' Compensation insurance is required, and by signing this Contract, Contractor certifies as follows:

"Contractor certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, Contractor hires any employee during the term of this Contract, Contractor understands that Workers' Compensation with statutory limits and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of the City."

**6. Professional Liability Minimum Scope and Limits of Insurance Coverage.** Professional Liability Insurance for errors and omissions, or malpractice with limits of not less than one million dollars (\$1,000,000):

  X   Is        Is not *[check one]* required for this Agreement.

- a. If Professional Liability insurance is provided on a claims made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.

**7. Other Insurance Provisions.** The policies must contain, or be endorsed to contain, the following provisions:

- A. Contractor's insurance coverage, including excess insurance, shall be primary and non-contributory insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers will be in excess of Contractor's insurance and will not contribute with it.
- B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.
- C. Coverage shall state that Contractor's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. Contractor shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.

**8. Acceptability of Insurance.** City hereby accepts Contractor's program of self-insurance with respect to General and Professional Liability coverage.

**9. Verification of Coverage.**

A. Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.

B. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:

City of Sacramento  
c/o Exigis LLC  
PO Box 947  
Murrieta, CA 92564

C. Certificate Holder must be listed as:

City of Sacramento  
c/o Exigis LLC  
PO Box 947  
Murrieta, CA 92564

D. The City may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided before execution of this Contract. The City may withhold payments to Contractor and/or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

**10. Subcontractor Insurance Coverage.** Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Exhibit C.

## EXHIBIT D

### GENERAL CONDITIONS

#### 1. Independent Contractor.

- A. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor, and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel will be entitled to any benefits payable to CITY employees. CITY is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Contract, and Contractor will be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of Contractor's employees or by any third party, including any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance under this Contract.
- B. It is further understood and agreed by the parties that Contractor, in the performance of its obligations, is subject to the City's control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by Contractor for accomplishing the results. To the extent that Contractor obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Contract, this use will be at the Contractor's sole discretion based on the Contractor's determination that the use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the CITY does not require that Contractor use CITY facilities, equipment or support services or work in CITY locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.
- C. If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision, and control of Contractor. Except as otherwise provided in this Contract, 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 Contractor. It is further understood and agreed that Contractor will issue W-2 or 1099 Forms for income and employment tax purposes for all Contractor's assigned personnel and subcontractors.
- D. The provisions of this section will survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between CITY and Contractor. Contractor may represent, perform services for, or be employed by any additional persons or companies so long as Contractor does not violate the provisions of Section 5, below.



2. **Licenses; Permits, Etc.** Contractor represents and warrants that Contractor has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for Contractor to practice its profession or fulfill the terms of this Contract, including a City Business Operations Tax Certificate and any required certification issued by the California Secretary of State.
3. **Time.** Time is of the essence in the performance of this Contract. Contractor shall devote the necessary time and effort to its performance under this Contract. Neither party will be considered in default of this Contract, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, Contractor and Contractor's personnel have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** Contractor covenants that neither it, nor any officer or principal of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the CITY's interests or that would in any way hinder Contractor's performance under this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor, without the City's written consent.

Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the City's interests during the performance of this Contract. If Contractor is or employs a former officer or employee of the CITY, Contractor and any former City officer or employee 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. **Hazardous Substances.** "Hazardous Substances" means any substance, material, waste, or other pollutant or contaminant that is or becomes designated, classified, or regulated as hazardous or toxic under any law, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. If Contractor is shipping Hazardous Substances, Contractor must supply a Safety Data Sheet ("SDS") with the first shipment of Hazardous Substances to each City location receiving the Hazardous Substances. If the content of an SDS is revised, Contractor must provide a revised SDS to each City location receiving Hazardous Substances.

## 7. Confidentiality.

- A. Each party shall hold the following "**Confidential Information**" in strict confidence and not disclose the same to any other person or entity except as provided herein, or otherwise required by law: each other's proprietary and confidential records and information, including but not limited to CITY's investigatory processes, trade secrets, financial data; the confidential information of vendors and other third parties disclosed to the receiving party as part of the provision of Services under this Agreement; all Personal Information, personally identifiable information ("**PII**"), and protected health

information ("**PHI**") of any third party, a party's employees, agents, patients and customers; and all information derived from the foregoing.

B. Notwithstanding the above:

- (1) A party may disclose Confidential Information to the personnel within its organization, who require the Confidential Information in connection with the party's necessary, internal operations and its rights and obligations under this Contract, provided that such disclosing party uses commercially reasonable efforts to require any such recipient to use the information solely for these purposes and to keep it strictly confidential, except as required by law and subject to the requirements of **Section 7.B.ii** below.
- (2) A party may disclose Confidential Information as required by law, provided that such disclosing party provides reasonable prior notice to the other party to enable such other party to attempt to prevent or limit the disclosure, and the disclosing party assists the other party upon request in seeking relief from or limiting the disclosure. CITY retains the right to disclose Confidential Information prior issuing notice, when CITY determines that prior notice would jeopardize a criminal investigation and/or any person's safety.
- (3) A party may disclose Confidential Information related to their business and/or operations with the prior written consent of the other party.

C. The parties further agree to comply, and to ensure that each party's employees and agents comply, with all applicable federal and California laws relating to protected health information and Personal Information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act ("**HITECH**"), the California Confidentiality of Medical Information Act ("**CMIA**"), the Fair Credit Reporting Act ("**FCRA**"), and regulations promulgated under these laws, all as they may be amended from time to time.

D. Neither party shall be obligated to hold the following information in confidence (and such information shall not be deemed to be Confidential Information); information that is or becomes publicly available through no fault of the

recipient; information developed by a party without using any Confidential Information; information lawfully possessed by a party before receipt from the disclosing party; and information lawfully disclosed to a party on a non-confidential basis from a person or entity that is not bound by a duty of confidentiality.

8. **Medical Records.** All Contractor patient medical records shall be and remain the sole property of Contractor. Contractor agrees to provide CITY with a copy of the reports and records described in Attachment 1 to Exhibit A (Scope of Services), and related patient records, only pursuant to a valid patient authorization or other process (such as valid court order or search warrant) as required by applicable law, including but not limited to HIPAA, HITECH, and the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations," 45 C.F.R. Part 160, et seq.). The parties acknowledge that further disclosure of such report or record by CITY to a prosecuting agency pursuant to a valid patient authorization or other process (such as valid court order) in accordance with applicable law shall not be subject to the provisions of Section 7.B. ii. above.
9. **Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will notify the City of the changes as soon as practicable. Contractor also agrees to notify the City of any condition that may jeopardize the scheduled delivery or fulfillment of Contractor's obligations to the City under this Contract.
10. **Standard of Performance.** Contractor shall perform in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California and in compliance with all requirements of this Contract. All products that Contractor delivers to CITY under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession.

Contractor shall assign only competent personnel to perform on its behalf under this Contract. Contractor must notify the CITY in writing of any changes in Contractor's staff assigned to perform under this Contract, before any performance by the new staff member. If the CITY, in its sole discretion, determines that any person assigned by the Contractor to perform under this Contract is not performing in accordance with the standards required herein, City shall provide notice to Contractor. Contractor shall immediately remove the assigned person upon receipt of the notice.

11. **Performance or Different Terms and Conditions.** The City's subsequent performance will not be construed as either acceptance of additional or different terms and conditions or a counteroffer by the Contractor, nor will the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the terms and conditions contained herein. Contractor's performance shall

conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, and all the requirements of this Contract. The California Commercial Code will apply except as otherwise provided in the Contract.

- 12. Emergency/Declared Disaster Requirements.** If an emergency is declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The Contractor shall use reasonable efforts to serve the City during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the Contractor is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the Contractor's source stating the reason for the disruption

**13. Term; Suspension; Termination.**

- A. This Contract is effective on the Effective Date and continues as provided in Exhibit A, Section 3, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. Upon receipt of such notice, Contractor shall immediately suspend its activities under this Contract, as specified in the notice.
- C. The CITY shall have the right to terminate this Contract at any time by giving a written notice of termination to Contractor. Upon receipt of such notice, Contractor shall immediately cease performance under this Contract as specified in the notice. If the CITY terminates this Contract:
  - (1) Contractor shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.
  - (2) The CITY shall pay Contractor the reasonable value of Goods or Services provided by Contractor before termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by Contractor had the Contract not been terminated or had Contractor completed performance required by this Contract. Contractor shall furnish to the CITY any financial information requested by the City to determine the reasonable value of the Goods or Services provided by Contractor. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.
- D. Contractor shall have the right to terminate this Agreement at any time, without cause, by providing at least ninety (90) days prior written notice to CITY.

- 14. Default by Contractor.** In case of default by the Contractor, the City reserves the right to procure the Goods or Services from other sources and deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and the actual cost to the City to procure from an alternate source. Prices paid by the

City will be considered the prevailing market price at the time such purchase is made.

**15. Indemnity.**

- A. Indemnity: Each party (the Indemnifying Party”) agrees to defend, indemnify, and hold harmless the other party (the “Indemnified Party”) and its directors, trustees, members, shareholders, partners, officers, employees, and agents from and against any and all, liability, loss, expense (including reasonable attorneys’ fees) or claims for injury or damages arising out of the performance of this Contract, but only in proportion to and to the extent such liability, loss, expense or claim or injury or damages is caused by or results from the negligence or intentional acts or omissions of the Indemnifying Party or its directors, trustees, members, shareholders, partners, officers, employees or agents. .
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by City of any of the insurance policies or coverages described in this Contract will not affect or limit any of City’s rights under this Section, nor will the limits of any insurance limit the liability of Contractor hereunder. This Section will not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of the Contractor Information Section, above.
- C. Survival. The provisions of this section will survive any expiration or termination of this Contract.

**16. Funding Availability.**

- A. This Contract is subject to the budget and fiscal provisions of the Charter and the Sacramento City Code.
- B. The City's payment obligation under this Contract will not exceed the amount of funds appropriated and approved for this Contract by the Sacramento City Council.
- C. This Section shall govern over any other contrary provision of the Contract.

**17. Equal Employment Opportunity.** During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: Contractor shall comply with all state, local, and federal anti-discrimination laws and regulations, including the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the "Regulations."
- B. Nondiscrimination: Contractor, with regards to the work performed by it after award and before completion of the work under this Contract, 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. Contractor 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 Contractor for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligation under this Contract 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: Contractor 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 the Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR 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 Contractor with the nondiscrimination provisions of this Contract, the CITY shall impose any sanctions it determines are appropriate including:
- (1) Withholding of payments to Contractor under this Contract until Contractor complies;
  - (2) Cancellation, termination, or suspension of this Contract, in whole or in part.
- F. Incorporation of Provisions: Contractor 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. The City may direct Contractor to take specific actions to enforce these provisions, including sanctions for noncompliance; provided, however, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request that the CITY join such litigation to protect the City's interests.
18. **Entire Agreement.** This Contract, including all Exhibits and documents referenced herein, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
19. **Modification of Contract.** The Contractor shall take no direction from any City employee that changes the executed terms and conditions of the Contract, including Exhibit A, or any change that impacts the cost, price, or schedule, before receiving a written, signed modification to the Contract.
20. **Severability.** If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.
21. **Waiver.** Neither the CITY's acceptance of, or payment for, any Goods or Services, nor any waiver by either party of any default, breach or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder. No waiver will be effective unless it is in writing and signed by the waiving party.

- 22. Governing Law.** This Contract shall be governed, construed, and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Contract will 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.
- 23. Assignment Prohibited.** Neither party may, directly or indirectly, in whole or in part, either by operation of law or otherwise, assign or transfer the Contract or delegate any of its obligation under this Contract without the other party's written consent. For purposes of this Contract, an assignment shall include any transfer of fifty percent (50%) or more of the direct or indirect ownership interest of either party during the term of this Contract in one or more related transactions. Any purported assignment or delegation in violation of this section shall be null and void at the other party's election.
- 24. Binding Effect.** This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 22, above.
- 25. Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.
- 26. Debarment Certification**
- A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies under penalty of perjury under the laws of the State of California that Contractor, including any owner, partner, director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:
- (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.
- (2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;
- (3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses



enumerated in paragraph (b) above; or

(4) Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.

(5) Has not been notified, within a three-year period preceding this certification, of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.

B. CONTRACTOR further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the City.

C. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor's responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.

D. City will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The CONTRACTOR shall provide immediate written notice to the City if, at any time prior to execution, the CONTRACTOR learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor's warranties and certification in this Section were erroneous, the City may terminate this Agreement for default.

**27. Force Majeure.** Neither party shall be liable nor deemed to be in default for any delay or failure in performance of any of its obligations under this Agreement to the extent and for such periods of time as such delay or failure to perform results directly or indirectly from any act of God, war (declared or undeclared), action of any governmental authority, terrorism, riot, revolution, explosion, sabotage, nuclear incident, natural disaster, inclement weather, lightning, earthquake, fire, flood, storm, sinkhole, epidemics, pandemic, vandalism, strike or other work interruption or any similar or dissimilar cause beyond the reasonable control of either party ("Excusable Delay"). The party so affected will give prompt notice to the other party of an Excusable Delay, in each case specifying to the extent practicable the estimated duration of such Excusable Delay and shall take whatever reasonable steps are necessary to relieve the effect of such Excusable Delay as rapidly as possible.

## **EXHIBIT A ATTACHMENT 1**

### **SCOPE OF SERVICES**

1. CONTRACTOR agrees to provide evidentiary examinations, maintain records, to afford case consultations, testify in court cases, and give specialized training for law enforcement personnel as necessary. In addition to meeting the minimum standards for the examination and treatment of victims/suspects following the California Medical Protocol for Examination of Sexual Assault, CONTRACTOR also agrees to the following:
  - a. Medical doctors, nurse practitioners, physician assistants, or registered nurses will conduct the examinations.
  - b. All examiners shall have:
    - i. Completed the California Clinical Forensic Medical Training Center sexual assault examiner training or equivalent comprehensive didactic training program for both adult and pediatric evidentiary exams;
    - ii. Show proficiency of clinical exam skills through proctoring by the team trainer of at least three evidentiary examinations each for adults and pediatrics;
    - iii. Complete eight hours every two years of continuing education in the medical assessment of women's health, sexual assault survivors, and/or child abuse.
2. Acute Evidentiary Exam for Sexual Abuse/Sexual Assault Victims:
  - a. Definition: A medical examination to evaluate, diagnose, and treat injuries suffered during a recent sexual assault, as well as collection and documentation of evidence from the patient according to California Office of Emergency Services (CalOES) protocols. These exams are usually conducted within 72 hours of the last sexual contact, but this time frame may be extended to 5 days in adolescent and adult females. These exams are conducted on an emergency basis and must provide the patient timely, confidential care and safety. Evidence must be collected and managed as soon as possible to insure optimum yield.
  - b. Patients: Patients to be examined in this program include both male and female victims of all ages.
  - c. Physical Examination: The exam includes a complete history and physical exam as well as a non-invasive microscopic exam of the anus and genitals using a colposcope or other instrument with magnification and photographic capabilities. Adolescent and adult female patients will undergo an internal

vaginal speculum exam. The patients may have several swab samples collected from the skin, mouth, anus, rectum, vulva and vagina. Where appropriate, adolescent and adult females will receive a urine pregnancy test and shall submit urine and blood toxicology samples according to state standards.

- d. Evidence: Digital photographs are taken of the patient's injuries including magnified images of the anal and genital findings. These photos are held under secured file and released only to law enforcement for investigative/prosecution purposes, under a court subpoena or for review with other medical providers in confidential case discussion. The collected evidence is prepared and packaged by the medical provider according to the CalOES protocol. The evidence is kept in a locked cabinet until picked up by, or delivered to, the District Attorney's Laboratory of Forensic Services, the appropriate law enforcement agency or delivered to the District Attorney's Laboratory of Forensic Services. The appropriate CalOES evidentiary examination form is completed and immediately available to law enforcement shortly after the patient's exam or can be sent securely to the investigating officer. A copy is also placed in the District Attorney's Laboratory of Forensic Services evidence kit.
  - e. Treatment: Where appropriate and based on best practices, the adolescent or adult patient is provided STD prophylaxis and offered pregnancy prophylaxis following confirmation of a negative urine pregnancy test. Post triage, patients with serious injuries or other medical conditions will be evaluated and treated at a local emergency department or other urgent care facility of the patient's choice. Additionally, some patients may need some crisis counseling at the time of the visit.
3. Non-acute Sexual Assault Evidentiary Examinations:
- a. Definition: A medical examination to evaluate and diagnose injuries suffered during a previous sexual assault, as well as document healing/healed injuries according to CalOES protocols. These exams are usually conducted after 72 hours from the last sexual contact in children and sometimes years after the last contact.
  - b. Patients: Patients to be examined in this program include male and female victims under the age of eighteen (18). Occasionally, a non-acute exam is indicated in adult patients >5 days after the last sexual contact.
  - c. Physical Examination: The exam includes a complete history and physical exam as well as a non-invasive microscopic exam of the anus and genitals using the colposcope. In cases with findings suggestive of an STD, genital, urine, and blood samples may be taken for culture and serology studies. Adolescent females will receive a urine test.

- d. Evidence: Digital photographs are taken of the patient's injuries including magnified images of the anal and genital findings. These photos are held under secured file and released only to law enforcement for investigative/prosecution purposes, under a court subpoena, or for review with other medical providers in confidential case discussion. There is usually no additional evidence to be picked up by law enforcement in a non-acute sexual abuse evidentiary examination. The appropriate CalOES evidentiary examination form is completed and immediately available to law enforcement shortly after the patient's exam or can be sent securely to the investigative officer.
- e. Treatment: There is usually no treatment needed for the non-acute cases. However, some patients may need some crisis counseling at the time of the visit.

#### 4. Physical Abuse/Neglect Evidentiary Exam:

- a. Definition: A medical examination to evaluate, diagnose, and treat injuries suffered during physical abuse or secondary to neglect. These injuries include bruises, burns, fractures, internal organ injury and head trauma, and failure to thrive. Patients with serious injuries will be immediately triaged to the Emergency Department. These cases should be scheduled on an urgent basis (same day, next day), but must be triaged by a medical provider for serious injuries requiring emergency care or non-urgent cases that could be scheduled up to a week later.
- b. Patients: 0-17 years of age, though most are under 5 years of age.
- c. Physical Examination: The medical provider will obtain a complete set of vital signs, including weight, height, and head circumference. A complete physical examination will be conducted.
- d. Laboratories/Studies: Many patients will need blood and urine studies. Some patients under 3 years will need urgent complete skeletal surveys as well as urgent referrals for pediatric ophthalmology. Laboratory and radiological studies will be billed to the patient's insurance, which may require coordination with the primary care provider.
- e. Evidence: If indicated, digital photographs are taken of the patient's injuries. These photos are held under secured file and released only to law enforcement for investigative/prosecution purposes, under a court subpoena, or for review with other medical providers in confidential case discussion. There is usually no additional evidence to be picked up by law enforcement in physical abuse evidentiary examinations. The appropriate CalOES evidentiary examination form is completed and available to law enforcement shortly after the patient's exam or can be faxed or securely emailed at the investigative officer's request.

- f. Treatment: Patients with serious injuries will be referred to the Emergency Department of their choice for treatment. Non-serious medical conditions will be treated in the clinic. All patients will need mental health referrals and some will need crisis counseling.
5. Sexual Abuse/Assault Suspected Perpetrator Exam:
- a. Definition: A medical examination to evaluate and document findings pertinent to identification and injuries suffered by the suspect in a recent sexual assault (rape) or recent episode of child sexual abuse (molestation) as well as to collect and preserve evidence from the suspect according to CalOES protocols. These exams are generally conducted within 72 hours of the assault; however, certain injuries such as lacerations, bruises, and bites can be observed after a longer period of time. These exams are conducted on an emergency basis in order to document acute findings and to preserve the evidence. A warrant is recommended for all suspect exams.
  - b. Patients: Patients to be examined in this program are male or female suspects.
  - c. Physical Examination: The exam includes a focused history and physical exam. Information is obtained on the suspect's medical history for the past sixty (60) days, including current injuries, medical treatment, scars or markings, and recent hygiene. Evidence swabs, hair and blood samples are collected pursuant to the appropriate CalOES protocol. Blood and urine samples are taken for toxicology screens.
  - d. Evidence: Digital photographs are taken of any injuries or identifying marks or tattoos. These photos are held under secured file and released only to law enforcement for investigative/prosecution purposes, under a court subpoena, or for review with other medical providers in case discussion. The collected evidence is prepared and packaged by the medical provider according to protocol. Sacramento County evidence kits are taken by CONTRACTOR to the Sacramento County Crime Lab for processing. Clothing collected as evidence will be stored securely with CONTRACTOR until picked up by law enforcement. The CalOES Evidentiary Examination Form 950 is completed and available to law enforcement shortly after the patient's exam or can be faxed or securely emailed at the investigative officer's request.
  - e. Treatment: There is usually no treatment needed for suspect exams. Patients with serious injuries will be evaluated in the Emergency Department with appropriate consultation.
6. VAWA Acute Adult/Adolescent Sexual Assault Exam (AKA Non-Investigative Report or NIR) (VAWA 2-924 Exam):
- a. Definition: A medical examination for sexual assault victims who request

a forensic evidentiary exam but are undecided about reporting to law enforcement.

In addition to the collection of evidentiary swabs, only the clothing nearest the genitals is collected. Urine and blood for toxicology is only collected < 24 hours since the assault. The VAWA 2-924 exam is not meant to serve survivors who only request medical care following a sexual assault. In such cases, the survivor would be referred to their own medical provider, a community clinic or an urgent care facility of their choice.

- b. Patients: Adolescents >12 years and adults.
- c. Physical Examination: An advocate will be scheduled for the same appointment. The examiner will conduct a complete physical exam and document any injuries on the VAWA 2-924 form. The examiner will conduct a detailed anogenital exam using colposcopy and when indicated vaginal speculum exam and anoscopy. The examiner will document the anogenital exam with colposcopic photography and collect all pertinent samples for the crime kit from the vagina, cervix and anus.
- d. Evidence: The evidence will be dried and packaged per protocol into the Sacramento County Crime kit. A case number must be assigned to the kit. Case numbers will be obtained from the law enforcement agency who has jurisdiction for the location of the assault. If no law enforcement agency has been identified at the time of exam, the case will be temporarily assigned to the Sacramento County Sheriff Department. The evidence will be placed into a secure locker. Sacramento County evidence kits are taken by CONTRACTOR to the Sacramento County Crime Lab for processing. Clothing collected as evidence will be stored securely with CONTRACTOR until picked up by law enforcement.
- e. Treatment: All patients requesting an exam will be offered prophylaxis for sexually transmitted infections and pregnancy. The pregnancy test will also be performed when appropriate. The patient will be offered counseling services.
- f. Special Billing: Per the CalOES guidelines, CONTRACTOR will invoice the assigned law enforcement agency their contracted rate for an abbreviated VAWA 924 exam. Law enforcement may then recover a portion of the fee from CalOES, using the instructions outlined in the CalOES Informational Bulletin.

## 7. Domestic Assault Forensic Examination with Strangulation (DAFE):

- a. Definition: A medical-evidentiary examination to physically examine for evidence of domestic violence with strangulation, to obtain a patient history of current and past domestic violence, to provide written and photo-documentation of injuries, and if indicated, collect physical evidence. A report of domestic violence with sexual assault should be referred for an acute sexual assault medical-evidentiary exam. DAFEs are usually conducted in the first 72 hours after the assault but can be done up to one week if injuries are still apparent.
- b. Patients: Patients to be examined for a DAFE are usually adults, but adolescent victims over 12 years of age may also receive a DAFE. "Domestic violence" is abuse perpetrated against any of the following persons:
  1. A spouse or former spouse
  2. A cohabitant or former cohabitant
  3. A person with whom he/she is having or had a dating relationship
  4. A person with whom he/she has had a child
  5. A person related by consanguinity or affinity within the second degree. This includes:
    - a. Children
    - b. Step-child
    - c. Spouse
    - d. Son/daughter-in-law
    - e. Grandchildren
    - f. Parent
    - g. Parent-in-law
    - h. Step-parent
    - i. Brothers/sisters
    - j. Step-brother/sister
    - k. Grandparent
    - l. Step-grandparent
- c. Physical Examination: The exam includes a complete history and physical exam, focusing on traumatic injuries and particularly strangulation. Forensic digital images are taken of all injuries. These images are kept on a secure file. Urine and/or blood toxicology is collected when indicated.
- d. Evidence: Swabs for forensic DNA analysis are rarely indicated, because the identification of the suspect is almost always known and not disputed. The examination will be documented on the appropriate CalOES evidentiary exam form. The report and the images are available to investigators by simple request or court order.



- e. Treatment: Some DAFE victims will have serious injuries that may require medical clearance and treatment before or after the evidentiary exam. Strangulation victims may need CT angiography of the neck vessels. The patient will be referred to a local trauma unit or the hospital emergency department of their choice for further evaluation of serious injuries. Additionally, all patients will be referred for counseling and resources to secure safe housing.

## 8. Elder and Dependent Adult Abuse and Neglect Evidentiary Exam

- a. Definition: A medical examination for elder and dependent adults with the purpose to evaluate, diagnose, and treat injuries that are suspicious for physical abuse and neglect. Physical abuse injuries include bruises, burns, fractures, internal organ injury, head trauma, and malnutrition. These cases should be scheduled on an urgent basis (same day, next day), but must be triaged by a medical provider for serious injuries requiring emergency care and non-urgent cases that could be scheduled up to a week later. Patients with serious injuries will be immediately triaged to the Emergency Department.
- b. Patients: Patients to be examined in this program include vulnerable elderly patients and dependent patients over 18 years with cognitive, developmental or physical disabilities.
- c. Physical Examination: The medical provider will obtain a complete set of vital signs, including weight and height. A complete physical examination will be conducted.
- d. Laboratories/Studies: A cognitive assessment, the Mini-Mental Status Exam (MMSE) or other standardized tool to assess cognition will be completed. Many patients will need blood and urine studies. Some patients may require outpatient radiological studies. Others will need to be evaluated urgently at the Emergency Department. Laboratory and radiological studies will be billed to the patient's insurance, which may require coordination with the primary care provider.
- e. Treatment: Patients with serious injuries will be referred to the Emergency Department of their choice for treatment. Non-serious medical conditions will be treated in the clinic. All patients will need mental health referrals and some will need crisis counseling.
- f. Documentation: A written report will be completed as well as forensic photos of any injuries. The report will be forwarded to the investigative officer by the next business day. The photos will be made available to investigators by simple request or court order.

9. Case Consultation:

- a. Definition: A case review of medical records, X-rays, laboratories, investigative reports, and photographs to evaluate for abuse and neglect versus accidental injury or other medical condition.

10. Expert Court Testimony:

- a. Definition: Expert testimony provided under subpoena based on direct physical exam of a patient or case review.

11. Specialized Educational Training:

- a. Definition: Training will be made available pursuant to Penal Code Section 13823.93 for law enforcement, investigative, and court personnel.

12. Suspected Child Abuse and Neglect (SCAN) meeting

- a. Definition: The BEAR program will host the biweekly SCAN meetings. BEAR staff will coordinate with the other hospital members and prepare the SCAN agenda. The BEAR Medical Director and the SAFE Team leader will facilitate the SCAN meeting.

13. Sacramento Sexual Assault Response Team (SART) meeting

- a. Definition: The BEAR program will participate in regular SART meetings. BEAR staff will coordinate with WEAVE and prepare the case lists and statistics for the agenda. The BEAR Medical Director and the WEAVE SART Coordinator will facilitate the SART meeting.

## EXHIBIT B, ATTACHMENT 1

### SUTTER MEDICAL FOUNDATION BEAR PROGRAM FEES

1)	Acute Evidentiary Exam for Sexual Abuse/Sexual Assault, all hours (Victim)	\$1800.00
2)	Non-Acute Evidentiary Exam for Sexual Abuse/Sexual Assault (Victim)	\$550.00 Weekdays
3)	Evidentiary Exam for Sexual Abuse/Sexual Assault (Suspected Perpetrator)	\$1200.00
4)	Physical Abuse/Neglect Evidentiary Exam for Children	\$550.00 Weekdays
5)	Abbreviated Exam for Sexual Assault Victims (VAWA 924)	\$1800.00
6)	Acute Evidentiary Exam for Domestic Assault (DAFE) with strangulation, intimate partner, without sexual assault	\$1200.00
7)	Elder Abuse Evidentiary Exam (without sexual assault)	\$1800 Weekdays
8)	Case Consultation – review of records, including telephone consultation, and/or written report, if requested. Case consultation is included at no extra charge to City with evidentiary exams.	\$200.00/hour (1/4 hour minimum)
9)	Training – specialized educational training for medical providers, law enforcement, and social work personnel, attorneys, and other child abuse professionals  Two times annually or as requested by City	No charge to City
10)	S.C.A.N. meetings – bi-weekly attendance S.A.A.C. meetings – monthly attendance	No charge to City

**Note:**

The Sutter BEAR program has two dedicated evidentiary exam rooms at the BEAR clinic at 1625 Stockton Blvd., and the team maintains specialized portable equipment and supplies to respond to alternate area hospitals as needed when patients are medically unstable for transfer throughout Sacramento County.

# EXHIBIT E

BEAR Program  
Sutter Medical Foundation

FAX completed authorization  
to (916) 262-9109

## Agency Authorization Form Forensic Consultation Services & Evidentiary Exams

Today's Date: \_\_\_\_\_ Date of Service Requested: \_\_\_\_\_ Time: \_\_\_\_\_ am / pm

### Select Service Requested:

- |   |   |
|---|---|
| <input type="checkbox"/> <b>Victim:</b> Acute sexual abuse/sexual assault exam* <ul style="list-style-type: none"><li>• DNA collection</li><li>• Child (<math>\leq 72</math> hrs since last sexual contact)</li><li>• Adult/adolescent (<math>&lt; 5</math> days last sexual contact)</li></ul> | <input type="checkbox"/> <b>Child physical abuse / neglect exam</b> (weekdays)  |
| <input type="checkbox"/> <b>Victim:</b> DAFE exam* <ul style="list-style-type: none"><li>• Acute domestic assault including strangulation</li><li>• Adult/adolescent (<math>\leq 72</math> hours or up to 1 week if injuries still apparent)</li></ul>  | <input type="checkbox"/> <b>Case consultation / records review</b>  |
| <input type="checkbox"/> <b>Victim:</b> Non-acute sexual abuse/sexual assault exam <ul style="list-style-type: none"><li>• <u>No</u> DNA collection</li><li>• Primarily child or adolescent <math>&lt; 18</math></li></ul>  | <input type="checkbox"/> <b>Suspect:</b> Sexual assault perpetrator exam* <ul style="list-style-type: none"><li>• Adult or juvenile (<math>\leq 72</math> hours last possible sexual contact)</li></ul> |
|   | <input type="checkbox"/> <b>Elder Abuse Exam</b> (weekdays)   |
|   | <input type="checkbox"/> Other: _____   |

Patient's Name: \_\_\_\_\_ Age: \_\_\_\_\_ DOB: \_\_\_\_\_

Gender: ☐ Female ☐ Non-binary ☐ Transgender female / male to female ☐ Choose not to disclose  
☐ Male ☐ Unknown ☐ Transgender male / female to male

Brief Explanation: \_\_\_\_\_

Requested by (*print name*): \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Badge #: \_\_\_\_\_ Report #: \_\_\_\_\_

Authorized Supervisor (*print name*): \_\_\_\_\_ Title: \_\_\_\_\_

Send invoice for completed services to: \_\_\_\_\_

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

⇒ **Send Final Report to (fax or email):** \_\_\_\_\_

### Weekday Exam:

Services in which the medical exam begins after 8:00 am and before 4:00 pm, Monday-Friday.  
Page/text first to arrange exam. For acute sexual assault and child physical abuse cases, page or text the 24-hr BEAR Team at (916) 523-BEAR (916-523-2327); include call-back number. For nonacute sexual abuse or elder abuse cases on weekdays, call 916-262-9108, ask for BEAR staff. Office fax is 916-262-9109.

### 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. Page/text first to arrange exam; include call-back number. After hours, page or text BEAR Team at 916-523-BEAR (916-523-2327).

**BEAR Clinic Location:** Sutter Medical Plaza, 1625 Stockton Boulevard, Sacramento CA 95816.

*\*Acute evidentiary and perpetrator (suspect) examination services are provided 24 hours, 7 days per week.  
Pre-authorization is REQUIRED.*

**CITY OF SACRAMENTO**  
A Municipal Corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

For: City Manager

APPROVED AS TO FORM:



Beau Parkhurst (Aug 28, 2025 09:39:25 PDT)

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

**Exhibits**

Exhibit A Scope of Work  
Attachment 1 to Exhibit A Description of  
Services  
Exhibit B Payment  
Attachment 1 to Exhibit B Sutter Medical  
Foundation BEAR Program Fees  
Exhibit C Insurance  
Exhibit D General Conditions  
Exhibit E Authorization Form for  
Evidentiary Exams List Exhibits Here

## CONTRACTOR

Sutter Valley Medical Foundation dba Sutter Medical  
Foundation

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NAME OF FIRM

68-0273974

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Federal I.D. No.

n/a

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State I.D. No.

n/a

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City Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (check one):

☐ Individual/Sole Proprietor

☒ Corp. (may require 2 signatures)

☐ Limited Liability Company

☐ Partnership

☐ Other (*specify*: \_\_\_\_\_)

*Gary R Zufelt*

Gary R Zufelt (Aug 29, 2025 16:40:21 PDT)

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**Signature of Authorized Person**

Gary R Zufelt

Ambulatory CEO

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Print Name and Title

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Additional Signature (if required)

---

Print Name and Title

<b>CERTIFICATE OF INSURANCE</b>		<b>CERTIFICATE NUMBER</b> 25-035362		<b>ISSUE DATE</b> 04/08/2025	
<b>INSURER</b> SUTTER INSURANCE SERVICES CORPORATION PACIFIC GUARDIAN CENTER, MAUKA TOWER 737 BISHOP STREET #2100 HONOLULU, HI 96813		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.			
		<b>COMPANY AFFORDING COVERAGE</b>			
		<b>COMPANY</b> SUTTER INSURANCE SERVICES CORPORATION			
<b>INSURED</b> Sutter Health 2200 River Plaza Drive Sacramento, CA 95833		<b>COVERAGE</b> THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE CERTIFICATE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			
<b>TYPE OF INSURANCE</b>	<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE DATE</b>	<b>POLICY EXPIRATION DATE</b>	<b>LIMITS</b>	
<b>GENERAL LIABILITY</b>	SIS-2025-1	1/1/2025	1/1/2026	EACH CLAIM	\$1,000,000
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> RETRO DATE: 10/1/86 (SH)				AGGREGATE	\$1,000,000
<b>PROFESSIONAL LIABILITY</b>	SIS-2025-1	1/1/2025	1/1/2026	EACH CLAIM	\$1,000,000
<input checked="" type="checkbox"/> HOSPITAL PROFESSIONAL LIABILITY <input checked="" type="checkbox"/> RETRO DATE: 10/1/86 (SH)				AGGREGATE	\$1,000,000
<b>EXCESS LIABILITY</b>				EACH CLAIM	\$
<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> RETRO DATE: _____				AGGREGATE	\$
<b>OTHER</b>					
<b>REASON FOR INTEREST</b>  Evidence of coverage as respects agreement between Sutter Health and City of Sacramento c/o Exigis LLC. Re: City of Sacramento (Police Dept) for evidentiary exam services.					
<b>CERTIFICATE HOLDER</b>  City of Sacramento c/o Exigis LLC PO Box 947 Murrieta, CA 92564		<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.   Gena Peyton, President/CEO			
FOR FURTHER INFORMATION REFERENCING THIS CERTIFICATE, CONTACT: SISCO ADMINISTRATION: <a href="mailto:ISTCR@SUTTERHEALTH.ORG">ISTCR@SUTTERHEALTH.ORG</a>					

# *Sutter Insurance Services Corporation*

*c/o Marsh Management Services, Inc.*

745 Fort Street, Suite 1100 Honolulu, Hawaii 96813 Phone: (808) 585-3500 Fax: (808) 585-3513

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## **Summary of Insurance for Sutter Health Affiliates** **Explanation of Additional Insured and Indemnification Provisions**

Sutter Insurance Services Corporation (“SISCO”) is a 501 (c) (3) captive insurance company domiciled in Hawaii. Sutter Health is the single parent owner of SISCO, which was established in 1991 to provide a comprehensive program of medical professional liability and commercial general liability insurance coverage to the affiliated entities of the Sutter Health system.

Sutter Health is a not-for-profit integrated healthcare delivery system serving more than 100 communities in Northern California, and includes acute care hospitals, medical foundations, ambulatory surgery centers, home health, hospice, and a variety of other specialized healthcare services.

Most Sutter Health-affiliated entities obtain medical professional liability and commercial general liability insurance through SISCO, which provides claims-made coverage to each insured at **limits of \$10,000,000 per claim**.

Pursuant to the Hawaii Revised Statutes governing captive insurance companies (H.R.S. 431: 19-102), “*no pure captive insurance company may insure or reinsure any risks other than those of its parent, affiliated entities, and controlled unaffiliated businesses.*” Because of this, SISCO may not extend additional insured status to unaffiliated entities that a SISCO-insured Sutter affiliate enters into an agreement with for services, products, or leases, even when required by contract.

When a SISCO-insured Sutter Health entity contracts with non-Sutter Health entities, SISCO will provide a Certificate of Insurance evidencing the Sutter Health affiliate’s professional and/or general liability coverage and include wording on the certificate that SISCO will respond, on behalf of its insured, to the indemnification provision of the underlying agreement which the SISCO-insured has entered into, subject to policy terms, limitations and exclusions. This provides the same financial protections that an additional insured is provided when contracting with an entity insured through a traditional commercial insurance carrier. SISCO’s insurance coverage is accepted by commercial landlords, municipalities, universities and other public entities.

SISCO’s reserves and outstanding liabilities are reviewed annually and funded in accordance with actuarial findings and results. The financials are also reviewed for adequacy by the State of Hawaii Insurance Department, as well as SISCO’s external auditors.

SISCO’s financials are included in the consolidated financial statements of Sutter Health and affiliates and can be accessed at [www.sutterhealth.org](http://www.sutterhealth.org).