

ORIGINAL

316-S1010

EVIDENTIARY EXAMINATION AGREEMENT

This Evidentiary Examination Agreement ("AGREEMENT") is entered into by and between County of El Dorado Department of Human Services ("AGENCY"), Perinatal and Pediatric Specialists Medical Group, Inc., d.b.a. Children's Specialists Medical Group of Sacramento, Inc. ("CSMGS") and Sutter Health Sacramento Sierra Region, a California nonprofit public benefit corporation, d.b.a. Sutter Medical Center Sacramento ("HOSPITAL").

RECITALS

WHEREAS, HOSPITAL operates Sutter Memorial Hospital ("MEMORIAL") and maintains a Child Abuse Prevention Service;

WHEREAS, HOSPITAL maintains at MEMORIAL a specialized room and equipment for the performance of sexual assault examinations which is available 24-hours per day;

WHEREAS, the use of photographic colposcopy by properly trained medical examiners produces a higher quality medical-legal examination;

WHEREAS, CSMGS employs Angela Rosas, M.D. ("PHYSICIAN"), who has special experience in providing medical examinations for and collecting evidence from abused and neglected children and sexual assault victims, including special experience in photographic colposcopy;

WHEREAS, PHYSICIAN is the Director of CSMGS' "Bridging Evidence Assessment & Resources ("BEAR") Care Center," located at 5301 F Street, Suite 313, Sacramento, California, and serves as the Medical Director for HOSPITAL'S Child Abuse Prevention Service; and

WHEREAS the parties desire to enter into this AGREEMENT for the provision of evidentiary examination services by PHYSICIAN at MEMORIAL or the BEAR Care Center, at the request of the AGENCY.

WHEREFORE, the parties agree as follows:

1. Effective Date. The "Effective Date" of this AGREEMENT shall be April 25, 2010.
2. Professional Services.
 - 2.1 At the request of the AGENCY, CSMGS shall provide such medical/evidentiary examinations and/or other consultation services as described in the Description of Services attached hereto as Exhibit A (the "SERVICES"). The SERVICES shall be provided at MEMORIAL or the BEAR Care Center.
 - 2.2 Should any person refuse or fail to consent to the SERVICES, CSMGS shall not be required to perform the SERVICES, unless compelled to do so by law.

3. Technical Services.

3.1 Exam Room. HOSPITAL shall provide at MEMORIAL that certain furnished exam room consisting of approximately 120 square feet, known as the Treatment Room on 3 Center (the "EXAM ROOM"). CSMGS shall use the EXAM ROOM only for the purpose of having CSMGS conduct patient examinations and related uses. MEMORIAL shall, and others will also, use the EXAM ROOM for medical examinations on a regular basis.

3.2 Equipment/Supplies. HOSPITAL shall have the EXAM ROOM furnished with evidentiary exam equipment (including, but not limited to, a colposcope, digital camera, relay lens, "BLUEMAXX" forensic light source, swab dryer and such other equipment customarily used in sexual assault evidentiary examinations) and stocked with typical small disposable supplies and linens commonly used to conduct medical examinations. HOSPITAL shall also provide the supplies listed on Exhibit B, attached hereto, necessary for an acute sexual assault evidentiary exam (the "EXAM ROOM SUPPLIES"). The sexual assault evidence collection kits shall be provided by AGENCY at no cost to HOSPITAL or CSMGS.

3.3 Condition. HOSPITAL shall furnish, repair and maintain the EXAM ROOM in a manner consistent with a hospital environment.

4. Hospital Services.

4.1 Hospital Registration. Patients authorized by AGENCY for an evidentiary examination pursuant to this AGREEMENT shall be registered as HOSPITAL patients in accordance with HOSPITAL'S policy for Evidentiary Exams Registration, a copy of which is attached hereto as Exhibit C, as such policy may be amended from time to time. Registration shall be done in a manner that protects the privacy of the patient.

4.2 Additional Medical Treatment. In the event patients being examined by PHYSICIAN require additional treatment or services beyond this AGREEMENT, they will be registered under a separate account number and shall be subject to HOSPITAL'S normal procedures, including billing. Such medical treatment provided by HOSPITAL is beyond the scope of this AGREEMENT, and CSMGS, PHYSICIAN and AGENCY shall have no financial responsibility for such medical treatment.

5. Authorization Process.

5.1 AGENCY shall request the SERVICES and use of the EXAM ROOM by providing to PHYSICIAN a written authorization request specifying the SERVICES to be provided prior to the SERVICES being rendered. Attached hereto as Exhibit D is an Authorization Form for Evidentiary Exams that may be copied and used by AGENCY to meet the requirements of this AGREEMENT. All requests for SERVICES and the EXAM ROOM must include the following:

- A. Patient name;
- B. Date and time of the request;
- C. The specific SERVICE(S) to be performed; and
- D. The printed name, signature, and badge number of the officer/social worker authorizing the examination.

6. Billing and Payment. Not-to-Exceed \$30,000 per annum. Each year, AGENCY shall not request any further services from CSMGS and/or HOSPITAL once total compensation for services provided under this Agreement reaches \$30,000 for the year.

6.1 Professional Services.

6.1.1 CSMGS shall invoice AGENCY within thirty (30) days from the date of providing SERVICES covered under this AGREEMENT. The invoice shall include a description of SERVICE(S) performed, date of service, and a copy of the executed authorization form.

6.1.2 AGENCY shall pay CSMGS for SERVICES performed according to the rates listed in Exhibit E. AGENCY shall not be required to pay for other medically necessary diagnostic and treatment services provided to patients receiving evidentiary examinations unless specifically authorized by AGENCY.

6.1.3 AGENCY shall pay CSMGS invoices for SERVICES within thirty (30) days of the invoice date. Payments not received within thirty (30) days shall be deemed late and will accrue interest at the rate of ten percent (10%) per annum from the invoice date.

6.2 EXAM ROOM and Supplies.

6.2.1 HOSPITAL shall bill AGENCY using Form UBO-4, a sample of which is attached hereto as Exhibit F, within thirty (30) days from the date SERVICES covered under this AGREEMENT were provided. The invoice shall include a description and date of the facilities provided.

6.2.2 AGENCY shall pay HOSPITAL according to the rates listed on Exhibit G. AGENCY shall not be required to pay for other medical diagnostic and treatment services provided to patients receiving evidentiary examinations unless specifically authorized by AGENCY.

6.2.3 AGENCY shall pay HOSPITAL invoices within thirty (30) days of the invoice date. Payments not received within thirty (30) days shall be deemed late and will accrue interest at the rate of ten percent (10%) per annum from the invoice date.

7. Amendment. This AGREEMENT may be amended only by a writing executed by HOSPITAL, CSMGS and AGENCY. Notwithstanding anything to the contrary herein, CSMGS may amend the scope of SERVICES described in Exhibit A and the fee schedule set forth in Exhibit E by providing AGENCY written notice of such amendment. Such amendment shall become effective thirty (30) days after notice, unless specifically objected to in writing by AGENCY within such thirty (30) days after notice.

8. Insurance. The parties shall each carry policies of insurance issued by insurance companies licensed in the State of California to do business, or be adequately self-insured, in the following minimum amounts:

8.1 General Liability – Comprehensive or Commercial Form (MINIMUM LIMITS).

(1)	Each Occurrence	\$2,000,000
(2)	Personal and Advertising Injury	\$2,000,000
(3)	General Aggregate	\$4,000,000

8.2 Medical Liability.

In addition to the above coverages, CSMGS and PHYSICIAN shall carry professional medical liability insurance in the following amounts:

- | | | |
|-----|-------------------|-------------|
| (1) | Each Occurrence | \$1,000,000 |
| (2) | General Aggregate | \$3,000,000 |

9. Term – Termination.

9.1 Term. The term of this AGREEMENT shall be for one (1) year from the Effective Date of execution and shall automatically renew on its anniversary date for successive one (1) year terms unless terminated as provided herein.

9.2 Without Cause. At any time after the first one (1) year term, either party may terminate this AGREEMENT without cause by sixty (60) days prior written notice period. If this AGREEMENT is terminated prior to its first anniversary for any reason, the parties shall not enter into a renewal or extension of this AGREEMENT, or a new agreement for the same or substantially similar services prior to the first anniversary of the Effective Date of this AGREEMENT.

9.3 Failure to Comply with Professional Qualifications. HOSPITAL may terminate this AGREEMENT immediately by written notice to the other parties if PHYSICIAN fails to meet the professional qualifications set forth in Section 10.1 of this AGREEMENT. If any other contractor or employee of CSMGS fails to meet the professional qualifications set forth in Section 10.1 of this AGREEMENT, that contractor or employee shall not provide evidentiary examinations at HOSPITAL.

9.4 Material Breach. Any party shall have the right to terminate this AGREEMENT upon a material breach of any terms or conditions of this AGREEMENT by another party, provided such breach continues uncured for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

9.5 Legal Jeopardy. If one of the parties obtains a written opinion of legal counsel stating that, in the event of an audit or investigation, this AGREEMENT is likely to be challenged by any governmental agency as illegal or improper or resulting in fines, penalties or exclusion from the Medicare or Medi-Cal programs, or, in the case of HOSPITAL, the loss of tax-exempt status, or its ability to obtain tax-exempt financing, that party may terminate this AGREEMENT by providing written notice, including a copy of such opinion, to the other parties. Within ten (10) days of such notice, the parties shall meet and confer to discuss mutually acceptable means of restructuring the relationship to eliminate the legal concern. In the event that the parties are unable to reach agreement on new terms within twenty (20) days of their meeting, this AGREEMENT shall automatically terminate.

10. Professional Qualifications – Procedural Rights.

10.1 Examiner Qualifications. PHYSICIAN is, and shall remain, a member of HOSPITAL'S medical staff, with full, unrestricted privileges. Any contractor or employee of CSMGS who provides SERVICES under this AGREEMENT shall be, and remain, a member of HOSPITAL'S medical staff with such privileges as are required to provide SERVICES at HOSPITAL.

10.2 No Procedural Rights. Continuation of this AGREEMENT is not a condition of PHYSICIAN'S membership in HOSPITAL'S medical staff. Therefore, this AGREEMENT may be terminated without necessity of a hearing before HOSPITAL'S Board of Trustees, a committee of the medical staff, or any other body. CSMGS represents and warrants that PHYSICIAN and all other physicians providing services under this AGREEMENT are aware of and accept this condition.

11. Non-Exclusivity. This AGREEMENT is not exclusive, and nothing herein shall preclude either party from contracting with any other person or entity for any purpose. AGENCY makes no representation or guarantee as to the number of referrals to CSMGS and PHYSICIAN.

12. Notices. Notices shall be made by hand-delivery, facsimile, generally recognized overnight delivery service or regular mail. If given by regular mail, notice shall be deemed to have been given on the third day after it is deposited in the U.S. Mail, postage prepaid. Notice by hand-delivery or overnight delivery shall be effective upon delivery. Notice by facsimile shall be deemed given when sent, provided the transmitting machine shows error free transmittal completed, and that any transmittal after 5:00 p.m. on a regular business day (Monday through Friday) or on a generally recognized holiday, shall be deemed given as of the next business day. Notices shall be addressed as follows:

TO CSMGS:

Children's Specialists Medical
Group of Sacramento
5301 F Street, Suite 313
Sacramento, CA 95819
Attn: Contracts
Fax number: (916) 736-6798

TO AGENCY:

County of El Dorado
Department of Human Services
3057 Briw Road
Placerville, CA 95667
Attn: DeAnn Osborn
Fax number: (530) 626-7734

TO HOSPITAL:

Chris Swanson
Assistant Administrator
Sutter Medical Center, Sacramento
5151 F Street
Sacramento, CA 95819
Fax number: (916) 733-1058

COPY TO:

Gayle Erbe-Hamlin
County of El Dorado
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667

13. Confidentiality – Patient Information. None of the parties shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the patient, any patient or medical information regarding HOSPITAL, AGENCY or CSMGS patients, and HOSPITAL, CSMGS, PHYSICIAN and AGENCY, shall comply with all federal and state laws and regulations, and all rules and regulations regarding the confidentiality of such information, including, but not limited to, the Health Insurance Portability and Accountability Act ("HIPAA") (45 C.F.R. Part 160, et seq.), the California Confidentiality of Medical Information Act, and the Confidentiality of Alcohol and Drug Abuse Patient Records regulations (42 C.F.R. Part 2), as amended from time to time.

14. Anti-Referral Laws. Nothing in this AGREEMENT, nor any other written or oral agreement, nor any consideration in connection with this AGREEMENT, contemplates or requires, or is intended to induce (i) the admission or referral of any patient to or the generation of

any business for HOSPITAL or (ii) the referral of any patient to PHYSICIAN, CSMGS or any CSMGS physician.

15. Complete Agreement/Amendment. This AGREEMENT constitutes the entire understanding between the parties respecting the subject matter contained herein, and supersedes any and all prior oral or written agreements respecting such subject matter. Except as stated in this AGREEMENT, no waiver, modification, or addition to this AGREEMENT shall be binding unless expressed in writing and signed by all parties.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the later date set forth below.

**CHILDREN'S SPECIALISTS MEDICAL
GROUP OF SACRAMENTO, INC.**

**COUNTY OF EL DORADO
DEPARTMENT OF HUMAN SERVICES**

By: *Andrew W. Wertz*
Andrew W. Wertz, M.D.
President

Approved as to form:
Name: *Ed From*

Date: 3/26/10

ED KWAP
(Agency Attorney)
Chief Ass't + Larry Lounsbury
Contract Administrator concurrence:

**SUTTER HEALTH SACRAMENTO
SIERRA REGION, a California nonprofit
public benefit corporation**

By: *DeAnn Osborn*
DeAnn Osborn, Staff Services Analyst II

By: *Chris Swanson*
Chris Swanson

Date: March 11, 2010

Its: Assistant Administrator

Department Head concurrence:

Date: 3/25/2010

By: *Daniel Nielson*
Daniel Nielson, M.P.A., Director

Date: 3-11-10

Board of Supervisors:

By: _____

Name: _____

Title: Chair

Date: _____

Attest:

Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____ Deputy Clerk

PHYSICIAN ACKNOWLEDGEMENT

The undersigned PHYSICIAN acknowledges receipt of a copy of this AGREEMENT, accepts the position as "PHYSICIAN" and agrees to carry out such duties as set forth in the AGREEMENT.



Angela Rosas, M.D.

EXHIBIT A

SERVICES

BEAR CARE CENTER
CHILDREN'S SPECIALISTS MEDICAL GROUP
5301 F STREET, SUITE 313 (ADMIN.), SUITE 207 (CLINIC), SACRAMENTO, CA 95819
APPOINTMENTS & INFORMATION: (916) 736-6470 • FAX: (916) 736-6798

DESCRIPTION OF SERVICES

1. Acute Evidentiary Exam for Sexual Abuse/Sexual Assault Victims

Definition: A medical examination to evaluate, diagnose, and treat injuries suffered during a recent sexual assault (rape) or recent episode of child sexual abuse (molestation) as well as collect and document evidence from the patient according to law enforcement protocols. These exams are usually conducted within 72 hours of the last sexual contact, but this time frame may be extended to 7 days in adolescent and adult females. These exams are conducted on an emergency basis in order to provide the patient confidential care and safety and to preserve the evidence.

Patients: Patients to be examined in this program include children and adults, female or male victims.

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. Only female adolescent patients will undergo internal vaginal speculum exam, including vaginal wet mount prep for sperm evaluation. The patient may have several Q-tip samples collected from the skin, mouth, anus, vulva, and vagina. Adolescents and adults will have a blood and urine sample collected for toxicology screens.

Evidence: Digital photographs are taken of the patient's injuries including magnified colposcopic images of the anus and genitals. These photos are held under secured file and released only 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 protocol, after the patient has been discharged. The evidence is kept in a locked cabinet until picked up by law enforcement. The appropriate OES evidentiary examination form is completed and immediately available to law enforcement shortly after the patient's exam or can be faxed at the officer's convenience.

Treatment: The patient is provided STD prophylaxis and offered pregnancy prophylaxis, following confirmation of a negative urine pregnancy test. Patients with serious injuries will be referred to the Emergency Department for appropriate consultation. Patients will be referred to counseling, and/or crisis counseling, if appropriate, at the time of the visit.

2. Non-Acute Evidentiary Exam for Sexual Abuse/Sexual Assault Victims

Definition: A medical examination to evaluate and diagnose injuries suffered during a previous sexual assault (rape) or child sexual abuse (molestation) as well as document healing/healed injuries to patient according to law enforcement protocols. These exams are usually conducted after 72 hours from the last sexual contact, and sometimes years after the last contact. These exams are conducted on a scheduled basis during regular hours.

Patients: Patients to be examined in this program for non-acute abuse generally include children and adolescents, female or male victims.

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 pregnancy test.

Evidence: Digital photographs are taken of the patient's injuries including magnified colposcopic images of the anus and genitals. These photos are held under secured file and released only under a court subpoena or for review with other medical providers in confidential case discussion. There is usually no additional evidence to be delivered to law enforcement in a non-acute sexual abuse evidentiary examination. The appropriate OES evidentiary examination form is completed and immediately available to law enforcement shortly after the patient's exam or can be faxed at the officer's convenience.

Treatment: There is usually no treatment needed for the non-acute cases. However, patients will be referred to counseling and/or crisis counseling, as appropriate, at the time of the visit.

3. Physical Abuse/Neglect Evidentiary Exam

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 or social worker for serious injuries requiring emergency care or non-urgent cases that could be scheduled up to a week later.

Patients: 0-17 years of age, though most are under 5 years of age.

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.

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.

Treatment: Patients with serious injuries will be referred to the Emergency Department 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.

4. Evidentiary Exam for Sexual Abuse/Sexual Assault Suspects

Definition: A medical examination to evaluate and document 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 law enforcement 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 preserve the evidence.

Patients: Patients to be examined in this program are juveniles and adults, male or female suspects.

Physical Examination: The exam includes a focused history and physical exam. Information is obtained on the suspect's medical history for the past 60 days, including current injuries, medical treatment, scars or markings, and recent hygiene. Evidence swabs, hair and blood samples are collected by protocol. In cases with findings suggestive of an STD, genital, urine, and blood samples may be taken for culture and serology studies. Blood and urine samples are taken for toxicology screens.

Evidence: Digital photographs are taken of any injuries or identifying marks or tattoos. These photos are held under secured file and released only 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, after the patient has been discharged. The evidence is kept in a locked cabinet until picked up by law enforcement. The appropriate OES evidentiary examination form is completed and immediately available to law enforcement shortly after the patient's exam or can be faxed at the officer's convenience.

Treatment: There is usually no treatment needed for suspect exams. Patients with serious injuries will be referred to the Emergency Department for appropriate consultation.

5. Case Consultation

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

Physical Examination: No direct patient history or physical examination is performed.

6. Testimony in Court

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

EXHIBIT B

EXAM ROOM SUPPLIES

The following is a list of supplies to be present in the examination room to facilitate Pediatric/Adult Sexual Assault Examinations:

- Exam gown
- Towel/sheet
- Pkg Sterile Wood Q-tips
- Sterile 2X2 gauze
- 3 cc ampule saline
- 18 F Foley catheter
- Pediatric Disposable Vag speculum
- KY jelly packet
- Glass slide
- Glass slide cover
- Disposable tourniquet
- 23 gauge butterfly needle
- Betadine swab
- Phenergan/ Promethazine
- 5 cc syringe
- Vacutainer hub
- Red top blood tube
- Band-aid
- Disposable ear speculum
- Small vinyl gloves
- Brown paper evidence bags
- Metrinidazole 500mg tab
- Azithromycin 250 mg
- "Plan B" Packet
- Urine Pregnancy test kit
- Urine specimen cup
- Disposable colposcope cover
- Ceftriaxone + Lidocaine or Cefixime

EXHIBIT C

Sutter Memorial Hospital POLICY FOR EVIDENTIARY EXAMS REGISTRATION

POLICY:

To ensure that any inconvenience is minimized for those patients requiring forensic evidentiary exams be registered promptly and routed to the nursing station as directed on the intake form.

PURPOSE:

To provide registration instructions for patients requiring these special exams and coordinated by Pediatrics Specialty Services.

GUIDELINES:

1. Most of the patients covered under this process are minors who have been removed from the custody of their parents and guardians for suspected or potential abuse. However, this policy also pertains to the adult population.
2. The registration is designed to minimize exposure and further trauma to the minor/adult involved. Therefore, the patient will not be presenting for registration and the physician performing the examination at the request of legal authorities will call the OB registration desk and provide the patient name, and date of birth, prior to the patient's arrival.
3. The OB registration staff will pre-admit the patient into the MS4 registration system as a NO Info Patient. These registrations are considered a priority registration and should be processed within 10 minutes of telephone notification. Labels, armband, face sheet, intake form, blank consent form and all other informational sheets is to be delivered immediately to the 3 Center Nursing station for the physician performing the examination.
4. The intake form and Conditions of Registration will be completed once the patient arrives. The OB registration staff will be responsible collecting the completed intake form and signed Conditions of Registration from the nursing unit. Registration will then complete the outpatient registration in MS4 per the instructions specifically listed on the intake sheet. (See attachment). Information regarding the parents or guardians of the minor may not be available unless the child has previously been a patient. Updated face sheet should be delivered to 3 Center.
5. Per California Consent manual, the physician performing the examination of a minor for abuse does not require consent of the parent or guardian if it is

suspected that they may be the abuser. In these cases the provider may sign the consent for the examination. Family Code Section 6928.


Effective Date: 02/2007
Origination Date:
Last Revision Date: 04/2007
Last Review Date: 02/2007
Next Review Date: 02/2010
Written by: Managing Team Leader, SMH – Business Services
Cross References:
Distribution:



Karen Hier-Hanley Director

2-13-07

Date



Richard Soo-Hoo, CFO

2/12/09

Date

ASAP REGISTRATION
EVIDENTIARY EXAMS

PATIENT NAME _____
REQUIRED LAST NAME FIRST NAME

DATE OF BIRTH _____ SEX _____
REQUIRED REQUIRED

SS# (IF KNOWN) _____

ADDRESS (IF KNOWN) _____

CITY STATE PHONE NUMBER IF KNOWN

PARENT/GUARDIAN _____
IF KNOWN LAST NAME FIRST NAME

PHONE NUMBER _____

INSTRUCTION TO REGISTRATION

GUARANTOR – (Agency)

BILLING CODE FOR NO BILL 9911

PEDIATRIC REGISTER AS - O / PED
ADULT REGISTER AS - O/OTH.

DX - 995.53 child sexual assault
 995.83 adult sexual assault

DELIVER LABELS, FACE SHEET and CONSENT FORM TO 3 CENTER NURSING
STATION ATTENTION DR ROSAS

Number of labels needed: 50

OB REGISTRATION (916) 733-1010

FAX (916) 733-8437

EXHIBIT D
AUTHORIZATION FORM FOR EVIDENTIARY EXAM

BEAR Center,
Children's Specialists Medical Group and
Sutter Memorial Hospital

FAX completed authorization
to (916) 736-6798

Agency Authorization Form
Forensic Consultation Services & Evidentiary Exams

Today's Date: _____ Date of Service Requested: _____

Type of Service Requested:

- | | |
|--|--|
| <input type="checkbox"/> Victim: Acute evidentiary exam for sexual abuse/sexual assault victim (<72 hrs since last sexual contact or <7 days for adolescents/adults) | <input type="checkbox"/> Physical abuse/neglect exam |
| <input type="checkbox"/> Victim: Non-acute evidentiary exam for sexual abuse/sexual assault victim (>72 hrs since last sexual contact) | <input type="checkbox"/> Case consultation/review of records |
| | <input type="checkbox"/> Suspect: Evidentiary exam for sexual abuse/sexual assault |

Patient's Name: _____ Age/DOB: _____

Brief Explanation: _____

Materials provided for review: _____

Service requested by (*printed name*): _____ Title: _____

Phone / Pager #: _____ Badge #: _____ Case #: _____

Send invoice for completed services to: _____

Agency Name & Address: _____

Authorized Supervisor (*printed name*): _____ Title: _____

Authorized Signature: **X** _____ Date: _____

Day Exam:

Services in which the medical exam begins after 8:00 am and before 4:00 pm, Monday-Friday.
Call first to ensure location of exam. For acute sexual assault exams, page (916) 523-BEAR. For nonacute or physical abuse exams during business hours, call (916) 726-6470

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.
Call first to ensure location of exam. After hours, page BEAR Team at (916) 523-BEAR.

BEAR Clinic Location: 5301 F Street, Suite 207, Sacramento, CA 95819

Parking: The BEAR clinic is located in the 3-story professional building next to Sutter Memorial Hospital (at the intersection of F and 53rd Streets). Visitor/patient parking lot is behind the professional building (pull ticket for attended parking on weekdays, free after hours).

Sutter Memorial Hospital Location: 5151 F Street, 3rd Floor Treatment Room, Sacramento, CA 95819

Parking: Follow signs to Emergency behind hospital, park in adjacent visitor parking, Lot C.

Pre-authorization is REQUIRED.

EXHIBIT E

CSMGS RATE SHEET

BEAR CARE CENTER, CHILDREN'S SPECIALISTS MEDICAL GROUP, INC., 5301 F STREET, SACRAMENTO, CA 95819
ADMIN. OFFICE: SUITE 313 / CLINIC LOCATION: SUITE 207
APPOINTMENTS & ADMINISTRATION: (916) 736-6470, EXT. 204 / 24-HR SEXUAL ASSAULT TEAM PAGER: (916) 523-BEAR

Fee Schedule (Pediatric and Adult)

Forensic Medical Examinations:	Clinic Exam:	Hospital Exam:*
▪ Acute evidentiary exam for sexual abuse/sexual assault <i>Colposcopy and one follow-up exam included.</i>	\$1,300.00 day rate \$1,550.00 after hours	\$1,175.00 day rate \$1,425.00 after hours
▪ Non-acute evidentiary exam for sexual abuse/sexual assault <i>Colposcopy exam included.</i>	\$450.00 day rate \$550.00 after hours	N/A N/A
▪ Physical abuse evidentiary exam <i>Lab and radiology tests, if required, are charged to patient's medical insurance.</i>	\$450.00 day rate \$550.00 after hours	N/A N/A
▪ Suspect evidentiary exam for sexual abuse/sexual assault	\$675.00	\$550.00

* NOTE: Sutter Memorial Hospital will invoice a separate facility fee for hospital-based exams.
See Exhibit G, Hospital Rate Sheet.

Case Consultation:

- **Case consultation or review of records, including telephone consultation and/or written report if requested**..... \$150/hour (¼ -hour minimum)
Time is charged in ¼-hour increments beyond specified minimum.

Expert Testimony:

- **Court appearance, including testimony and wait time**..... \$150.00/hour
- **Travel time to court or deposition location**..... \$100.00/hour

Training:

- **Specialized educational/training activities for medical providers, law enforcement and social work personnel, attorneys, and other child abuse professionals**..... Complimentary: Two half-day trainings per year for contracting agency

Pre-authorization is REQUIRED. Weekdays, call (916) 736-6470.
For urgent sexual assault cases or after hours, please page (916) 523-BEAR (523-2327).

Day rate: Services in which the medical exam begins between 8:00 am and 4:00 pm, Monday-Friday.

After-hours rate: Services in which the medical exam begins *after* 4:00 pm and *before* 8:00 am, Monday-Friday, and 24 hours Saturday-Sunday and holidays.

EXHIBIT F
FORM UBO-4

										15 PATEL CTRL #		16 STATE																																																																																																																																																																																											
										17 NAME RECEIPT		18 STATEMENT COVERS PERIOD FROM		19 THROUGH																																																																																																																																																																																									
6 PATIENT NAME										9 PATIENT ADDRESS																																																																																																																																																																																													
10 BIRTH DATE		11 SEX		12 ADMISSION DATE		13 HR		14 TYPE		15 SRC		16 CUR		17 STAY		18		19		20		21		22		23		24		25		26		27		28		29		30																																																																																																																																																															
31 OCCURRENCE CODE		32 OCCURRENCE DATE		33 OCCURRENCE CODE		34 OCCURRENCE DATE		35 OCCURRENCE CODE		36 OCCURRENCE DATE		37 OCCURRENCE CODE		38 OCCURRENCE DATE		39 OCCURRENCE CODE		40 OCCURRENCE DATE		41 OCCURRENCE CODE		42 OCCURRENCE DATE		43 OCCURRENCE CODE		44 OCCURRENCE DATE		45 OCCURRENCE CODE		46 OCCURRENCE DATE		47 OCCURRENCE CODE		48 OCCURRENCE DATE		49 OCCURRENCE CODE		50 OCCURRENCE DATE																																																																																																																																																																	
										51 VALUE CODE		52 VALUE CODE		53 VALUE CODE		54 VALUE CODE		55 VALUE CODE		56 VALUE CODE		57 VALUE CODE		58 VALUE CODE		59 VALUE CODE		60 VALUE CODE		61 VALUE CODE		62 VALUE CODE		63 VALUE CODE		64 VALUE CODE		65 VALUE CODE		66 VALUE CODE																																																																																																																																																															
										67 AMOUNT		68 AMOUNT		69 AMOUNT		70 AMOUNT		71 AMOUNT		72 AMOUNT		73 AMOUNT		74 AMOUNT		75 AMOUNT		76 AMOUNT		77 AMOUNT		78 AMOUNT		79 AMOUNT		80 AMOUNT		81 AMOUNT		82 AMOUNT																																																																																																																																																															
83 ICD9										84 ICD9										85 ICD9										86 ICD9										87 ICD9										88 ICD9										89 ICD9										90 ICD9										91 ICD9										92 ICD9										93 ICD9										94 ICD9										95 ICD9										96 ICD9										97 ICD9										98 ICD9										99 ICD9										100 ICD9																													
PAGE										OF										CREATION DATE										TOTALS																																																																																																																																																																									
99 PATIENT NAME										101 HEALTH PLAN ID										102 SUPP										103 PRIOR PAYMENTS										104 ESTABLISHMENT										105 NPI																																																																																																																																																					
106 INCLD NAME										107 INSURED'S UNIQUE ID										108 GROUP NAME										109 INSURANCE GROUP NO																																																																																																																																																																									
110 TREATMENT AUTHORIZATION CODES										111 DOCUMENT CONTROL NUMBER										112 EMPLOYER NAME																																																																																																																																																																																			
113 ICD9										114 ICD9										115 ICD9										116 ICD9										117 ICD9										118 ICD9										119 ICD9										120 ICD9										121 ICD9										122 ICD9										123 ICD9										124 ICD9										125 ICD9										126 ICD9										127 ICD9										128 ICD9										129 ICD9										130 ICD9																													
131 ADMIT		132 TO PATIENT		133 REASON DX		134 ICD9		135 ICD9		136 ICD9		137 ICD9		138 ICD9		139 ICD9		140 ICD9		141 ICD9		142 ICD9		143 ICD9		144 ICD9		145 ICD9		146 ICD9		147 ICD9		148 ICD9		149 ICD9		150 ICD9		151 ICD9		152 ICD9		153 ICD9		154 ICD9		155 ICD9		156 ICD9		157 ICD9		158 ICD9		159 ICD9		160 ICD9																																																																																																																																													
161 OTHER PROCEDURE		162 OTHER PROCEDURE		163 OTHER PROCEDURE		164 OTHER PROCEDURE		165 OTHER PROCEDURE		166 OTHER PROCEDURE		167 OTHER PROCEDURE		168 OTHER PROCEDURE		169 OTHER PROCEDURE		170 OTHER PROCEDURE		171 OTHER PROCEDURE		172 OTHER PROCEDURE		173 OTHER PROCEDURE		174 OTHER PROCEDURE		175 OTHER PROCEDURE		176 OTHER PROCEDURE		177 OTHER PROCEDURE		178 OTHER PROCEDURE		179 OTHER PROCEDURE		180 OTHER PROCEDURE		181 OTHER PROCEDURE		182 OTHER PROCEDURE		183 OTHER PROCEDURE		184 OTHER PROCEDURE		185 OTHER PROCEDURE		186 OTHER PROCEDURE		187 OTHER PROCEDURE		188 OTHER PROCEDURE		189 OTHER PROCEDURE		190 OTHER PROCEDURE																																																																																																																																													
191 REMARKS										192 REMARKS										193 REMARKS										194 REMARKS										195 REMARKS										196 REMARKS										197 REMARKS										198 REMARKS										199 REMARKS										200 REMARKS										201 REMARKS										202 REMARKS										203 REMARKS										204 REMARKS										205 REMARKS										206 REMARKS										207 REMARKS										208 REMARKS										209 REMARKS										210 REMARKS									

EXHIBIT G
HOSPITAL RATE SHEET

Pediatric/Adult Sexual Assault Examinations **\$125.00**