

**EL DORADO COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM TRANSMITTAL  
Meeting of DECEMBER 5, 2006**

**AGENDA TITLE:** Amendment #2 to Agreement #703-S0311 University of California Davis

**DEPARTMENT:** SHERIFF

**DEPT SIGNOFF:**

**CAO USE ONLY:** *D*

**CONTACT:** US FRED *KOLLAR*

**DATE:** 11/1/06 **PHONE:** X 6576

*Keely Webb 11/14/06*

**DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:**

Your Board is requested to authorize the Chair to sign Amendment #2 to Agreement #703-S0311 with the Regents of the University of California at Davis, extending the term of the agreement for one (1) additional year through September 30, 2007, for the provision of evidentiary examination services for the Sheriff's Office.

*Retroactive as to term (9/30/06)*

**CAO RECOMMENDATIONS:**

*Recommend approval. Laura A. Hill 11/16/06*

Financial impact? ( ) Yes (X ) No

Funding Source: (X) Gen Fund ( ) Other

**BUDGET SUMMARY:**

Other:

Total Est. Cost \$10,000

**CAO Office Use Only:**

**Funding**

4/5's Vote Required ( ) Yes (X) No

Budgeted \$10,000

Change in Policy ( ) Yes (X) No

New Funding \_\_\_\_\_

New Personnel ( ) Yes (X) No

Savings \_\_\_\_\_

Other \$10,000

**CONCURRENCES:**

Total Funding \_\_\_\_\_

Risk Management yes

**Change in Net County Cost** -0-

County Counsel yes

Other \_\_\_\_\_


**\*Explain**

**BOARD ACTIONS:**

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**EL DORADO COUNTY SHERIFF'S OFFICE  
SHERIFF JEFF NEVES**

**MEMORANDUM**

**TO:** BOARD OF SUPERVISORS  
**FROM:** JEFF NEVES – SHERIFF   
**SUBJECT:** Amendment #2 to Agreement #703-S0311 UC Davis  
**DATE:** November 1, 2006



**RECOMMENDATION:**

Your Board is requested to authorize the Chair to sign Amendment #2 to Agreement #703-S0311 with the Regents of the University of California at Davis, extending the term of the agreement for one (1) additional year through September 30, 2007, for the provision of evidentiary examination services for the Sheriff's Office.

**REASON FOR RECOMMENDATION:**

The Sheriff's Office periodically needs to have pediatric evidentiary examinations conducted as part of a criminal investigation. Neither of the hospitals located in El Dorado County has the equipment or court-certified expertise to conduct these types of examinations, so the University of California at Davis Medical Center is used. The current contract expired on September 30, 2006 and both parties desire to extend it for an additional 12-month period through September 30, 2007.

**FISCAL IMPACT:**

None. The Sheriff's FY06/07 operating budget contains funding for these services.

**ACTION TO BE TAKEN FOLLOWING APPROVAL:**

The Chair will sign the Agreement.

# CONTRACT ROUTING SHEET

Date Prepared: 10/23/06

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

## PROCESSING DEPARTMENT:

Department: CAO/Proc. & Contracts  
Dept. Contact: Pam Carlone  
Phone #: 5833  
Department Head Signature: Bonnie H. Rich  
Bonnie H. Rich

## CONTRACTOR:

Name: Regents of UC  
Address: 2315 Stockton Blvd.  
Sacramento, CA 95817  
Phone: \_\_\_\_\_

2006 OCT 1 3 11:44  
EU DORADO COUNTY COUNSEL

## CONTRACTING DEPARTMENT: \_\_\_\_\_ Sheriff

Service Requested: Evidentiary Examinations  
Contract Term: Expires 9/30/07 Amendment Value: \$ -0-  
Compliance with Human Resources requirements? Yes: \_\_\_\_\_ No: \_\_\_\_\_  
Compliance verified by: \_\_\_\_\_

## COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: 10-25-06 By: [Signature]  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

DATE	ATTORNEY	DEPT. INDEX NO.	BY:
<u>10/23/06</u>	<u>Knapp</u>	<u>026100</u>	<u>[Signature]</u>

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

## RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved:  Disapproved: \_\_\_\_\_ Date: 10/26/06 By: [Signature]  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

OCT 26 2006

## OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_



ORIGINAL

HEALTH SYSTEM CONTRACTS  
SHERMAN BUILDING, SUITE 2300  
TELEPHONE: (916) 734-3820  
FAX: (916) 734-3520

UNIVERSITY OF CALIFORNIA DAVIS  
HEALTH SYSTEM, SACRAMENTO  
2315 STOCKTON BOULEVARD  
SACRAMENTO, CALIFORNIA 95817

#703-S0311, AMD II

October 9, 2006

**Jim Neves**  
**Sheriff - Coroner**  
Public Administrator  
County of El Dorado  
300 Fair Lane  
Placerville, CA 95667

RE: Amendment No. 2 to Evidentiary Examination Agreement No. 02-00201V  
Agreement No. 703-S0311 (Your Number)

Dear Mr. Neves:

This Letter of Amendment is made by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a constitutional corporation under Article IX, Section 9 of the California Constitution, on behalf of its Child and Adolescent Abuse Resource and Education Center (University) and the County of El Dorado (County). This letter when signed by both parties, shall serve as an amendment to the above-referenced Agreement, as follows:

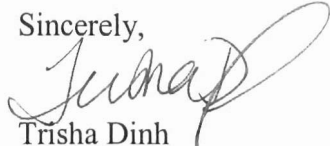
1. The term of the original Agreement is hereby extended for an additional year ending on September 30, 2007.
2. All other terms and conditions as previously amended shall remain the same.

If this amendment is acceptable, please have your authorized representative sign both originals of this letter and return one **directly to me at the address above**. I will provide copies of the fully executed letter to the appropriate University departments.

(The remainder of this page is intentionally left blank)

Thank you for your assistance in amending this agreement. Should you have any questions, please contact me at the address shown above, via email at [trisha.dinh@ucdmc.ucdavis.edu](mailto:trisha.dinh@ucdmc.ucdavis.edu), by fax at (916) 734-3520, or by telephone at (916) 734-5707.

Sincerely,




Trisha Dinh  
Contract Analyst

**AGREED:**

**COUNTY OF EL DORADO**

**THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA**

By \_\_\_\_\_  
Chairman, Board of Supervisors

By  \_\_\_\_\_  
Annie Wong, Manager  
Health System Contracts

Date \_\_\_\_\_

Date 10.9.06



HEALTH SYSTEM CONTRACTS  
SHERMAN BUILDING, SUITE 2300  
TELEPHONE: (916) 734-3820  
FAX: (916) 734-3520

ORIGINAL

UNIVERSITY OF CALIFORNIA DAVIS  
HEALTH SYSTEM, SACRAMENTO  
2315 STOCKTON BOULEVARD  
SACRAMENTO, CALIFORNIA 95817

October 9, 2006

#703-S0311, AMD II

**Jim Neves**  
**Sheriff - Coroner**  
Public Administrator  
County of El Dorado  
300 Fair Lane  
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Agreement No. 703-S0311 (Your Number)

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1. The term of the original Agreement is hereby extended for an additional year ending on September 30, 2007.
2. All other terms and conditions as previously amended shall remain the same.

If this amendment is acceptable, please have your authorized representative sign both originals of this letter and return one **directly to me at the address above**. I will provide copies of the fully executed letter to the appropriate University departments.

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Thank you for your assistance in amending this agreement. Should you have any questions, please contact me at the address shown above, via email at [trisha.dinh@ucdmc.ucdavis.edu](mailto:trisha.dinh@ucdmc.ucdavis.edu), by fax at (916) 734-3520, or by telephone at (916) 734-5707.

Sincerely,



Trisha Dinh  
Contract Analyst

**AGREED:**

**COUNTY OF EL DORADO**

By \_\_\_\_\_  
Chairman, Board of Supervisors

Date \_\_\_\_\_

**THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA**

By  \_\_\_\_\_  
Annie Wong, Manager  
Health System Contracts

Date 10-9-06



HEALTH SYSTEM CONTRACTS  
SHERMAN BUILDING, SUITE 2300  
TELEPHONE: (916) 734-3820  
FAX: (916) 734-3520

UNIVERSITY OF CALIFORNIA DAVIS  
HEALTH SYSTEM, SACRAMENTO  
2315 STOCKTON BOULEVARD  
SACRAMENTO, CALIFORNIA 95817

#703-S0311

July 20, 2005

Jim Neves  
Sheriff – Coroner  
Public Administrator  
County of El Dorado  
300 Fair Lane  
Placerville, California 95667

**COPY**

**RE: EVIDENTIARY EXAMINATIONS/EL DORADO SHERIFF'S DEPARTMENT  
UC Davis Health System Agreement Number 02-00201V, Amendment Number 1**

Dear Mr. Neves:

This Letter of Amendment, when signed by both parties to the original agreement shall serve to revise the subject Agreement, as follows:

- Revise paragraph VI to extend the Agreement to September 30, 2006
- Revise paragraph VII to reflect current address for notices to the University:

“UNIVERSITY:

UC Davis Health System  
Health System Contracts  
Sherman Building, Suite 2300  
2315 Stockton Boulevard  
Sacramento, CA 95817”

- Replace Exhibit A “Rate Schedule” in it’s entirety with Exhibit A-1 “Rate Schedule”
- All other terms and conditions shall remain unchanged.

//////////



July 20, 2005

UC Davis Health System Agreement Number 02-00201V, Amendment Number 1

Page 2 of 2

If these changes are acceptable to you, please have an authorized individual date and sign this letter; and return one original directly to me at the address indicated above.

Thank you for your assistance in continuing this agreement. If you have any questions about the contract, please contact me at the address shown above, by fax at (916) 734-3345, or by telephone at (916) 734-3820.

Sincerely,



Bob Gros  
Contracts Officer

AGREED:

THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

COUNTY OF EL DORADO

By   
Annie Wong  
Manager, Health System Contracts

By   
Chairman, Board of Supervisors  
**CHARLIE PAINE**


Date 7-20-05

Date 10-4-05

Enclosure: Duplicate letter

- c: Pat Davis – UCDHS, Department of Pediatrics
- Charlene Wilm – UCDHS, Department of Pediatrics
- Tom Rempfer, UCDHS, Patient Accounts
- Reyna Jackson, UCDHS, PBG

ATTEST: CINDY KECK, Clerk  
of the Board of Supervisors

By   
DEPUTY 10/4/05

**CAARE Diagnostic and Treatment Center**  
**Medical Forensic Exams and Consultation Services**  
**Department of Pediatrics, UC Davis Medical Center (UCDMC)**  
**Rate Schedule**

<b>Patient Evidentiary Exams</b>		
1	Acute sexual abuse exam with colposcopy including one follow-up exam.	\$2007 per exam
2	Non-acute sexual abuse exam	\$697 per exam
3	Follow-up non acute sexual abuse exam.	\$250 per exam
4	Sexual assault post-mortem forensic medical exams, complete evidentiary exam and written report of findings.	\$2007 per exam
5	Physical assault, minors, with X-rays	\$1,466 per exam
6	Physical assault, minors, without X-rays	\$444 per exam
7	Drug Endangered Children (DEC) with laboratory analysis and written report.	\$250 per exam
8	Consultation on in-patient suspected child abuse cases. Written report of findings.	\$200 per hour
<b>Case Consultation</b>		
1	Telemedicine consultation with local medical examiners. No written report provided by CONTRACTOR.	\$150 per hour
2	Telemedicine consultation with local medical examiners. Written report provided by CONTRACTOR.	\$200 per hour
3	Consultive examinations at locations other than UCDMC for law enforcement investigations.	\$200 per hour
4	Review of photographs and written reports provided by law enforcement officer or social worker. No written report provided by CONTRACTOR.	\$100 per hour
5	Review of photographs and written reports obtained by CONTRACTOR. No written report provided by CONTRACTOR.	\$150 per hour
6	Review of investigative and/or written reports, interpretation of X-rays, CT scans, and other medical procedures. Written report provided by CONTRACTOR.	\$200 per hour
7	Comprehensive medical consultation for children placed in foster care (complete physical exam and mental health, developmental and dental screening). Written report provided by CONTRACTOR.	\$300 per exam
<b>Training</b>		
1	Specialized educational/training activities for law enforcement officers and social workers to learn about interpretation of findings and/or training and consultation for local medical examiners on colposcopic equipment and achieving clarity of photographs.	\$200 per hour
<b>Evaluations</b>		
1	Psychological Evaluations	\$100 per hour

ORIGINAL

#103-30311

52

02-00201V

Agreement No. 1

**AGREEMENT TO PROVIDE  
EVIDENTIARY EXAM SERVICES**

THIS AGREEMENT is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (County), on behalf of its sheriff's department and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a constitutional corporation (University), on behalf of its CHILD and ADOLESCENT ABUSE RESOURCE and EDUCATION CENTER (CAARE Center), a division of the University of California, Davis, Medical Center.

WHEREAS the parties desire to enter into an agreement for the provision of evidentiary examination services by University to County, and University has determined that such an agreement would further its mission of education, research, public service and patient care,

THEREFORE, the parties agree as follows:

I. Scope of Service

- A. University shall provide to County evidentiary examinations for persons requiring such services when requested to do so by County police officers. Evidentiary exam services include an array of examinations and related services conducted for the purpose of obtaining evidence for use in criminal proceedings. A descriptive list of these services is attached to this agreement as Exhibit A and incorporated herein by this reference.
- B. Unless otherwise compelled by law, the University shall not be required to conduct any evidentiary examinations on persons who refuse to allow such examinations, even when examinations are authorized by County police officers.

II. Authorization for Evidentiary Services

County police officers requesting evidentiary examinations shall present University written authorization for the examination at the time of the request. The authorization for an evidentiary examination shall include the following information:

- A. Name of person who is to receive the examination.
- B. Date and time of the request.
- C. The printed name, signature, and badge number of the law enforcement officer authorizing the examination.

A sample authorization form is attached to this agreement as Exhibit B and incorporated herein by this reference. It may be copied and used by County police officers to meet the requirements of this provision. In the event that circumstances preclude completion of an authorization form at the time an evidentiary examination is requested, the authorization form shall be completed by a County police officer as soon as possible and a written description of the circumstances that precluded timely completion shall be provided by UCDCM personnel or the law enforcement officer who executes the authorization form.

C. W. [unclear]  
2002-02-01

### III. Billing and Payment

- A. County shall pay University for evidentiary exams and related services according to the rates set forth in Exhibit A. County shall not be obligated to pay for other medically necessary diagnostic and treatment services provided to patients receiving evidentiary examinations.
- B. University invoices for services provided under this agreement shall contain a description of each service performed and the date it was rendered along with a copy of the associated authorization form.
- C. County shall pay all University invoices for evidentiary services within thirty (30) days of the invoice date. Payments not received by the due date will accrue interest at the rate of 10 percent per annum.

### IV. Indemnification

The parties each agree to defend, indemnify and hold each other and each other's respective officers, agents, and employees, harmless from and against any and all liability, loss, claims for injury or damages, or expense (including reasonable attorneys' fees) arising out of the performance of this Agreement, but only in proportion to and to the extent that such liability, ~~loss, claims for injury or damages, or expense or are caused by or result from the negligent or~~ intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

### V. Insurance

The parties shall each carry policies of insurance issued by insurance companies licensed to do business in the State of California, or self-insure, in the following amounts:

#### A. General Liability

##### Comprehensive or Commercial Form (MINIMUM LIMITS)

(1) Each Occurrence	\$500,000
(2) Products Completed Operations Aggregate	\$5,000,000*
(3) Personal and Advertising Injury	\$1,000,000
(4) General Aggregate	\$5,000,000*

\* (\$1,000,000 for comprehensive form)

However, if such insurance is written on a claims made form following termination of the Agreement, coverage shall survive for a period of not less than three years. Coverage shall provide for a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

- B. Workers' Compensation Insurance and Employers Liability Insurance or an equivalent program of self-insurance in a form and amount covering University's full liability under

the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

C. In addition to the above coverages, University shall also self-insure for professional medical and hospital liability in the following amounts:

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

D. It should be expressly understood that the limits and coverages required herein shall in no way limit the liability of the parties as per the terms and conditions of the Indemnification provision.

VI. Term and Termination

The term of this Agreement shall commence upon execution and shall continue for a period of two years. It may be extended by written amendment. Either party may terminate this agreement for any reason upon thirty (30) days written notice to the other.

VII. Notice

Notices, including notice of termination of this Agreement, shall be effective and shall be deemed served five days after their deposit in the United States Mail, postage prepaid, and addressed as follows:

To University:

Business Contracts  
University of California  
One Shields Avenue  
TB 206  
Davis, CA 95616-8800

To County:

El Dorado County Sheriff's Department  
300 Fair Lane  
Placerville, CA 95667

IX. Waiver

No delay or failure of either party in exercising any right hereunder, nor any partial or single exercise thereof, shall be deemed to constitute a waiver of such right or any other right hereunder.

X. Independent Relationship

Nothing in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective officers, directors or employees shall be construed to be the agent, employee or representative of the other.

~~XI. Participation in Other Agreements~~

Nothing in this Agreement shall be construed as limiting the rights of either party to contract with other institutions on a limited or general basis.

XII. 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. No waiver, modification or addition to this Agreement shall be binding unless expressed in writing and signed by both parties.

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

THE REGENTS OF THE UNIVERISTY  
OF CALIFORNIA

By *JCP*

Jo Clare Peterman  
Business Contracts Officer

Date 3/14/03

COUNTY OF EL DORADO

By *Helen Baumann*

Name Helen Baumann

Title Chair, Board of Supervisors

Date August 26, 2003

**Administrator:** The County officer or employee with responsibility for administering this Agreement is Captain Bill Whealton, Sheriff Department, or successor.

ATTEST: DIXIE L. FOOTE, Clerk  
of the Board of Supervisors

By *Margaret E. Moody*  
DEPUTY 8/26/03

EXHIBIT A

**CAARE Diagnostic and Treatment Center  
Medical Forensic Exams and Consultation Services**

**Department of Pediatrics, UC Davis Medical Center (UCDMC)**

**Rate Schedule**

A.	Review of photographs and written reports provided by law enforcement officer or social worker. No written report provided by CONTRACTOR.	\$100 per hour
B.	Review of photographs and written reports <u>obtained</u> by CONTRACTOR. No written report provided by CONTRACTOR.	\$150 per hour
C.	Review of investigative and/or written reports, interpretation of X-rays, CT scans, and other medical procedures. Written report provided by CONTRACTOR.	\$200 per hour
D.	Telemedicine Consultation with local medical examiners. No written report provided by CONTRACTOR.	\$150 per hour
E.	Telemedicine consultation with local medical examiners. Written report provided by CONTRACTOR.	\$200 per hour
F.	Consultation on in-patient suspected child abuse cases. Written report of findings.	\$200 per hour
G.	Consultive examinations at locations other than UCDMC for law enforcement investigations.	\$200 per hour
H.	Acute sexual abuse exam with colposcopy including one follow-up exam.	\$1,826 per exam
I.	Non-acute sexual abuse exam	\$548 per exam
J.	Follow-up colposcopy to non acute sexual abuse exam.	\$250 per exam
K.	Sexual assault post-mortem forensic medical exams, complete evidentiary exam and written report of findings.	\$1,826 per exam
L.	Physical assault, minors, with X-rays	\$1,144 per exam
M.	Physical assault, minors, without X-rays	\$324 per exam
N.	Drug Endangered Children (DEC) with laboratory analysis and written report.	\$250 per exam
O.	Comprehensive medical examinations of children placed in foster care (medical, mental health, developmental and dental screening). Written report provided by CONTRACTOR.	\$300 per exam
P.	Specialized educational/training activities for law enforcement officers and social workers to learn about interpretation of findings and/or training and consultation for local medical examiners on colposcopic equipment and achieving clarity of photographs.	\$200 per hour

Authorization for Evidentiary Examination Services

---

Date of Request for Services: \_\_\_\_\_

Time of Request for Services: \_\_\_\_\_

Patient Name: \_\_\_\_\_

Printed Name of Authorizing Police Officer: \_\_\_\_\_

Signature of Authorizing Police Officer: \_\_\_\_\_

Badge Number of Authorizing Police Officer: \_\_\_\_\_

In the event that circumstances preclude the completion of this form prior to performance of services, please use the space below to describe those circumstances:

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---

---

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date



October 10, 2005

University of California, Davis  
Attention: Annie Wong – Manager, Health System Contracts  
2315 Stockton Blvd.  
Sacramento, CA 95817

RE: AGREEMENT FOR SERVICES #703-S0311 – Your No. 02-00201V,  
Amendment 1

Enclosed is your final approved original agreement #703-S0311 – Your No. 02-00201V, Amendment 1, to provide evidentiary examinations for persons requiring such services on an “as requested” basis for the Sheriff’s Department.

This contract expires September 30, 2006.

Receipt of this executed document serves as official authorization to proceed.

Sincerely,

---

JEFF NEVES  
Sheriff – Coroner  
Public Administrator

Enclosures