

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 UCDMC personnel or the law enforcement officer who executes the authorization form.

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:

Signature

Name

Date