



Planning & Business Development

May 11, 2012

City of San Jose

Dear Sir/Madam:

We are pleased to enter into this payment agreement (Agreement) between Santa Clara Valley Medical Center (SCVMC), owned and operated by the County of Santa Clara, and The City of San Jose (Payer) to provide Sexual Assault Response Team (SART) Services to patients referred to this program (Patient) by the San Jose Police Department.

This Agreement is as follows:

1. SCVMC agrees to provide SART Services to Patient who is referred by Payer. SCVMC will accept patients referred by Payer in accordance with SCVMC’s customary admitting policies. This Agreement is not exclusive, and Payer will not be obligated to refer any minimum number of patients to SCVMC by reason of this Agreement.
2. Payer agrees to pay SCVMC for SART Program Services under this Agreement at the contracted rates shown below :

3. (a) **Pediatrics:** Billed under CPT 99170 or successor.

<u>Exam Type</u>	<u>Cost</u>	<u>Exam Description</u>
Ano-genital Child Exam	\$840 + Lab Fees	Exam <u>includes</u> Photocolposcopy.

- (b) **Adults:** Billed under CPT 99281 or successor.

<u>Exam Type</u>	<u>Cost</u>	<u>Exam Description</u>
SART Level I Exam (w/o Photocolposcopy)	\$305.00 + Lab fees	Nurse examiner responds to ED at police request for exam, and the exam doesn’t happen either because of patient decision or police decision.
SART Level II Exam (w/o Photocolposcopy)	\$946.00 + Lab fees	Regular SART exam done in the SART Clinic.
SART Level III Exam (w/o Photocolposcopy)	\$1405.00 + Lab fees	SART Exam done under difficult circumstance i.e., in ER, ICU etc., or the case was unusually difficult and extensive due to injuries or patient state.
Photocolposcopy Exam	\$680.00	The colposcope is used routinely with SART level II and some Level III exams.

Total compensation to SCVMC for providing the services set forth herein for the initial term shall not exceed (including lab fees) One Hundred Fifty Thousand Dollars (\$150,000.00).

3. SCVMC will bill Payer within 180 days of service in accordance with its customary billing practices for services rendered under this Agreement. Payer will make payment on billings within 45 days of the receipt of each statement.
4. SCVMC agrees to provide Payer access to the state mandated reporting Office of Criminal Justice Planning 900 Series Forms or the successor. SCVMC shall not provide medical records pursuant this Agreement.
5. Each party agrees to indemnify, hold harmless and defend the other party from any claim, liability, or loss resulting from the willful, wrongful or negligent act or omission of the indemnifying party, its member, officers, director, or employees or its, or their, performance or failure to perform the provisions of the Agreement. Each party shall notify the other immediately in writing of any claim of injury or damage related to activities performed pursuant to this Agreement. The parties shall cooperate with each other in the investigation and disposition of any third party claim arising out of the activities of this Agreement, provided that nothing shall require either party to disclose any documents, records or communications which are protected under the peer review privilege, the attorney-client privilege, the attorney work-product doctrine, or other statutory provision. The provisions of this section shall survive the termination of the Agreement. SCVMC shall maintain liability insurance or self insurance covering activities of its officers, agents, and employees. It is understood that insurance coverage for SCVMC is provided under the self-insurance program of the County of Santa Clara authorized by California Government Code Section 990.4, and that such self-insurance satisfies SCVMC's obligation hereunder.
6. Throughout the term of this Agreement, SCVMC and Payer respectively will meet all licensure and regulatory requirements necessary for it to carry out the activities described in this Agreement, and otherwise comply with all applicable laws, ordinances, codes and regulations in the performance of the Agreement.
7. SCVMC or any agent thereof will not bill or collect any amounts from Patients for SART Services. Other medical services provided to Patient may be the financial responsibility of Patient or Patient's health insurance. Such services will be billed as appropriate to Patient or Patient's insurance payer.
8. Performance and/or payment by the County pursuant to this Agreement or any contract release purchase order is contingent upon the appropriation of sufficient funds by the County for services covered by this Agreement or any contract release purchase order. If funding is reduced or deleted by the County for services covered by this Agreement or any contract release purchase order, the County may, at its option and without penalty or liability, terminate this Agreement or offer an amendment to this Agreement indicating the reduced amount.
9. Pursuant to California Government Code Section 8546.7, the parties acknowledge and agree that every contract involving the expenditure of public funds in excess of \$10,000 shall be subject to audit by the State Auditor. All payments made under this Agreement shall be subject to an audit at County's option, and shall be adjusted in accordance with said audit. Adjustments which are found necessary as a result of auditing may be made from current billings. The Contractor shall be responsible for receiving, replying to, and complying with any audit exceptions set forth in County audits. The Contractor shall pay to County the full amount of any audit determined to be due as a result of County audit exceptions. This provision is in addition to other inspection and access rights specified in this Agreement.
10. Payer and its employees, agents and subcontractors, shall comply with the County's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all

County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

11. Payer shall comply with all applicable Federal, State, and local laws and regulations, including Santa Clara County's policies, concerning non-discrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (§§ 503 and 504); California Fair Employment and Housing Act (Government Code §§ 12900 et seq.); and California Labor Code §§ 1101 and 1102. Facility shall not discriminate against any employee, subcontractor or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Facility discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status. Facility's violation of this provision shall be deemed a material default by Facility giving County a right to terminate the contract for cause.
12. Contractor agrees to comply with the County's Contracting Principles set forth in the Board Policy Manual. The Contracting Principles require, among other things, that Contractor be a fiscally responsible entity and treat its employees fairly. Contractor is also required to (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; and (4) upon the County's request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.
13. The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Payer's proprietary information is contained in documents submitted to County, and Payer claims that such information falls within one or more CPRA exemptions, Payer must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Payer prior to such disclosure. If Payer contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County's deadline for responding to the CPRA request. If Payer fails to obtain such remedy within County's deadline for responding to the CPRA request, County may disclose the requested information. Payer further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.
14. The term of this Agreement will be for the period 7/1/2012 to 6/30/2013. After the initial term, Payer shall have the option to renew this Agreement for four (4) additional terms of one (1) year. In the event, SCVMC increases the exam rates, SCVMC shall provide Payor an Amendment at least 30 days prior to the end of the then current term, and if accepted Payor shall issue a Purchase Order with the new rates under the same terms and conditions of the Agreement. The Agreement can be terminated by either party upon 10 days written notice. In the event that this Agreement is terminated, and a Patient or Patients are referred to SCVMC prior to termination, SCVMC will complete the SART services and lab processing for such Patients and Payer will pay for the

completed services at the rate set forth herein unless Payer can arrange for an alternative delivery of services and the care of such patient or patients is transferred to another provider.

15. The parties agree that the law governing this Agreement shall be that of the State of California. In the event that suit be brought by either party to this Agreement, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or where otherwise appropriate, exclusively in the United States District Court, Northern California, San Jose, California.
16. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes and replaces any previous understandings, commitments or agreements, whether oral or written. This Agreement may only be modified by a written amendment duly executed by the parties to this Agreement.
17. The signatories to this Agreement represent that they have authority to sign and bind their respective parties to perform the obligations set forth herein.

We look forward to working with you. If you have any questions regarding this Agreement please contact Paula Faria-Gomez at 408-885-4035. Upon receipt of this Agreement, please sign below and return a copy to us. Thank you.

Sincerely,

Agreement Accepted:

Linda Smith
SCVMC
Chief Executive Officer

Date

Mark Giovannetti
City of San Jose, a municipal corporation
Purchasing Officer

Approved as to form and legality:

Deputy County Counsel