

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: Police

AGENDA DATE: November 28, 2017

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBER: Assistant Chief Patrick Maloney, 212-4300

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: NO. 2: Set the Standard for a Safe and Secure City

SUBGOAL:

SUBJECT:

Authorize the City Manager to sign an agreement between the CITY OF EL PASO and THE HOSPITALS OF PROVIDENCE MEMORIAL CAMPUS to provide sexual assault examination services for the same reimbursement rate that the Texas Attorney General reimburses the City pursuant to the Texas Code of Criminal Procedure Article 56.06 for a term of two (2) years from the date this Agreement is executed. The agreement includes an option for the City Manager or his designee to extend the agreement for one (1) additional two-year period at the mutual agreement of the parties.

BACKGROUND / DISCUSSION:

This is a new agreement which provides sexual assault examination services for the same reimbursement rate (currently not to exceed \$1,000.00) that the Texas Attorney General reimburses the City.

PRIOR COUNCIL ACTION:

City Council has previously approved agreements with El Paso Children's Hospital (10/3/17), University Medical Center (10/3/17) and Sierra Medical Center (10/8/13).

AMOUNT AND SOURCE OF FUNDING:

Account No: 521120-321-1000-21200-P2110
Funding Source: General Fund
Amount: \$120,000

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD: A/C P Maloney for Chief Allen

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the City Manager be authorized to sign an agreement between the City and THE HOSPITALS OF PROVIDENCE MEMORIAL CAMPUS to provide sexual assault examination services for the same reimbursement rate that the Texas Attorney General reimburses the City pursuant to the Texas Code of Criminal Procedure Article 56.06 for a term of two (2) years from the date this Agreement is executed and an option to extend for one (1) additional two-year period at the mutual agreement of the parties; and to authorize the City Manager or his designee to exercise the option to extend this Agreement.

ADOPTED THIS _____ day of _____, 20__.

THE CITY OF EL PASO

Dee Margo
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO CONTENT:



Gregory Allen, Chief

APPROVED AS TO FORM:



Oscar G. Gabaldón, Jr.
City Attorney

STATE OF TEXAS) CLINICAL SERVICES AGREEMENT BETWEEN
) CITY OF EL PASO AND TENET HOSPITALS
) LIMITED DBA THE HOSPITALS OF PROVIDENCE
COUNTY OF EL PASO) MEMORIAL CAMPUS

This Clinical Services Agreement ("Agreement") is entered into by and between the City of El Paso, a home rule municipal corporation ("CITY"), and TENET HOSPITALS LIMITED, a Texas limited partnership doing business as THE HOSPITALS OF PROVIDENCE MEMORIAL CAMPUS ("HOSPITAL").

WHEREAS, HOSPITAL operates and maintains The Hospitals of Providence Memorial Campus, which treats, cares, and accepts those involved in sexual assault traumas; and

WHEREAS, HOSPITAL is a licensed medical facility and complies with applicable laws and ordinances; and

WHEREAS, pursuant to the Texas Code of Criminal Procedure Article 56.06, the CITY through the El Paso Police Department is a law enforcement agency that can request a medical examination of a victim of an alleged sexual assault for use in the investigation or prosecution of the offense; and

WHEREAS, pursuant to the Texas Code of Criminal Procedure Article 56.06, the law enforcement agency shall pay all costs of the examination, but on application to the Office of the Attorney General, the law enforcement agency is entitled to be reimbursed for the reasonable costs of that examination, if the examination was performed by a licensed physician and licensed registered nurse or by a sexual assault nurse examiner, as defined by Section 420.003, Government Code.

WHEREAS, the HOSPITAL desires to perform sexual assault examinations, and collect, handle, and store sexual assault evidence for victims of sexual assaults ("Services") upon request and on behalf of the CITY for use in the investigation or prosecution of the offense; and

WHEREAS, the procurement of "Services" for the performance of sexual assault examinations and collection, handling, and storage of sexual assault evidence for victims of sexual assault traumas for use in the investigation or prosecution of the offense is necessary to preserve or protect the public health and safety of the CITY's residents and falls under Section 252.022(a)(2) of the Local Government Code which exempts the procurement from the competitive bidding requirement; and

WHEREAS, the CITY desires that HOSPITAL perform such "Services" upon CITY's request and on behalf of CITY.

NOW, THEREFORE, THE CITY AND HOSPITAL HEREBY ENTER INTO THIS AGREEMENT UNDER THE FOLLOWING TERMS AND CONDITIONS:

1.0 CONTRACTUAL RELATIONSHIP

- 1.1 No partnership or joint venture is intended to be created by this Agreement, nor any principal-agent or employer-employee relationship between the parties or any of their officers, employees, agents or representatives.
 - 1.1.1 HOSPITAL understands and agrees that it will be responsible for its respective acts or omissions, and that CITY shall in no way be responsible as an employer to the HOSPITAL's officers, employees, agents or representatives who perform any Service in connection with this Agreement.
 - 1.1.2 HOSPITAL understands and agrees that it will be responsible for examination and treatment of the patients, and that the CITY shall in no way be responsible for the medical examinations other than for the payment of the "Services" as set forth in this Agreement.
 - 1.1.3 The CITY understands and agrees that it will be responsible for its respective acts or omissions, and HOSPITAL shall in no way be responsible as an employer to the CITY's officers, employees, agents or representatives who perform any service in connection with this Agreement.
- 1.2 HOSPITAL acknowledges and agrees that it does not have, and will not attempt to assert, the authority to make commitments for or to bind the CITY to any obligation other than the obligations set forth in this Agreement. The CITY also acknowledges and agrees that it does not have, and will not attempt to assert, the authority to make commitments for or to bind HOSPITAL to any obligation other than the obligations set forth in this Agreement.

2.0 PURPOSE AND TERM OF AGREEMENT

- 2.1 Purpose. The purpose of this Agreement is to establish the fiscal terms and relationships between the CITY and HOSPITAL involving the collection of evidence and the handling and storage of sexual assault exam kits by a licensed physician and licensed registered nurse, sexual assault examiner or sexual assault nurse examiners ("Examiner(s)") as defined in Section 420.003 of the Government Code at HOSPITAL on behalf of the El Paso Police Department.
- 2.2 Term. This Agreement shall be two years from the date of execution. The term of the agreement may be extended by the parties for a term of an additional two years ("Option Term") under the same terms of this Agreement upon approval of the parties.

3.0 SCOPE OF SERVICES

- 3.1** CITY, through the El Paso Police Department, may request "Examiners" at HOSPITAL to perform forensic examinations and to collect, handle and store evidence collected during such examinations when such practice is prudent and advantageous to the individuals involved or to the investigation and prosecution of the sexual assault offenses.
- 3.2** CITY and HOSPITAL shall abide by Articles 56.06 and 56.065 of the Texas Code of Criminal Procedure and Title 1, Chapter 61, Subchapter I of the Texas Administrative Code.
- 3.3** CITY shall accomplish all State-mandated reporting of suspected sexual assault offenses involving minors on behalf of HOSPITAL pertaining to individuals examined under this Agreement.
- 3.4** HOSPITAL shall:
 - 3.4.1** Abide by the established protocol for the collection of evidence as prescribed by the Texas Office of the Attorney General, Sexual Assault Prevention and Crisis Services as provided by Articles 56.06 and 56.065 of the Texas Code of Criminal Procedure and Chapter 323 of the Texas Health and Safety Code.
 - 3.4.2** Make all results of forensic examinations available to the investigating unit no later than seventy-two (72) hours after the examination.
 - 3.4.3** Be responsible for ensuring that all results of the examinations are kept strictly confidential and secure.
 - 3.4.4** Ensure that a Licensed Independent Practitioner licensed in the State of Texas or a Sexual Assault Nurse Examiner shall sign all medical orders incident to the performance of this Agreement. The CITY will not pay the HOSPITAL for services for which the Office of the Attorney General does not reimburse the CITY.
 - 3.4.5** With respect to the priority of medical emergencies, assign the highest category practicable to sexual assault victims to minimize delay in examinations. In any case, the victim medical examination activities shall be initiated and completed within three (3) hours after the victim has been treated and cleared by the medical personnel, and the Examiner has received an authorization and reporting number from El Paso Police Department. HOSPITAL will not request the services of the El Paso Police Department until the victim has been cleared by medical personnel for the forensic exam.
 - 3.4.6** Ensure appropriate hospital personnel and "Examiner" receive training in the proper use of the Victim Sexual Assault Evidence Collection Kit and general evidence collection as it relates to collection of body fluids and clothing through mandatory training as required by the Office of the Attorney General.
 - 3.4.7** Use best efforts to ensure that all Examiners involved in the collection of evidence and/or examination(s) shall be available to testify in court as expert witnesses in regard to the chain of custody and/or their findings. The HOSPITAL

will request a three (3) year post examination date availability commitment from all Examiners involved in the collection of evidence and/or examination(s).

- 3.4.8 Ensure that the HOSPITAL used in the performance of this contract shall be a twenty-four (24) hour per day, seven days per week facilities. To the extent possible, ensure private waiting areas separated by sight and sound from the public for each victim of sexual assault. To assure the privacy of victims, necessary administrative tasks such as, but not limited to, admissions are to be conducted in a private area to the extent practicable with due consideration to the sensitive nature of the information.
- 3.4.9 Become familiar with any new provisions, (e.g., new policies, procedures, or requirements adopted during the term of this Agreement by the Texas State Legislature that affect this Agreement), and fully implement and support them as soon as they become effective.

4.0 CONSIDERATION

- 4.1 CITY will reimburse HOSPITAL for Services rendered in the collection, handling, and storage of sexual assault examinations by Examiners according to the Crime Victims' Compensation medical fees guidelines.
- 4.2 HOSPITAL will only be reimbursed for Services reimbursed by Crime Victims' Compensation pursuant to Article 56.06(a) of the Texas Code of Criminal Procedure. CITY will only reimburse the HOSPITAL for charges for which the CITY receives reimbursement from the Office of the Attorney General.
- 4.3 HOSPITAL agrees that in its submission of the forensic evidence collection, it will not charge, submit, or require payment from CITY for medical treatment for individuals involved in sexually based offenses.
- 4.4 HOSPITAL agrees that it will utilize the Current Procedural Terminology Codes (CPT Codes), descriptions, and costs outlined on Appendix A, B and C of this Service Agreement. Codes not found within Appendix A, B and C will not require payment from the CITY.

5.0 PAYMENTS

- 5.1 HOSPITAL or its designee will invoice the CITY monthly through written invoices, for the SERVICES. Invoices, with invoice number, shall not be submitted to the CITY by or on behalf of the HOSPITAL more frequently than once per month. All invoices are due and payable by the CITY within thirty (30) calendar days of receipt. All invoices will contain or have attached an itemized list of provided services for each patient receiving said service. All invoices, or invoices with attached itemized lists, will include the date, case number and patient name and date of birth on official hospital letterhead.
- 5.2 The invoice, with invoice number, will be itemized or an itemized list will be attached to

the invoice and submitted for payment on the form authorized by the Texas Department of Public Safety and the Office of the Attorney General for use by Sexual Assault Nurse Examiner (SANE). This form can be found in Appendix C. The invoice will contain the Codes and service description as identified in Appendix A, B and C. The invoice will contain the victim name, date of birth and case number.

- 5.3 HOSPITAL will not charge the CITY for any amount exceeding the amounts identified on Appendix A, B and C.
- 5.4 HOSPITAL understands that the CITY will not be reimbursed by the Office of the Attorney General if the invoice or attached itemized list received from HOSPITAL does not identify the victim by name and date of birth. The CITY will only pay HOSPITAL for charges for which the CITY receives reimbursement from the Office of the Attorney General.
- 5.5 CITY will keep confidential all of victim's personal information associated with the Service. Victim's name and date of birth will be used solely for the purpose of the criminal investigation, prosecution and reimbursement by the Office of the Attorney General.
- 5.6 CITY will redact all victims personal identifiers from any document not associated with the criminal investigation, prosecution and reimbursement.

6.0 TERMINATION

This agreement may be terminated as provided herein:

- 6.1 Termination by Mutual Consent. The parties may terminate this Agreement by mutual consent upon such terms as they may agree upon in writing. Except as otherwise provided herein, all duties and obligations of the CITY and HOSPITAL shall cease upon termination or expiration of this Agreement. In the event of termination, CITY shall remain responsible for payments for Services rendered before the termination date in compliance with the terms of this Agreement.
- 6.2 Termination by Either Party. It is further understood and agreed by the CITY and HOSPITAL that either party may terminate this Agreement by giving thirty (30) days written notice to the other party. Except as otherwise provided herein, all duties and obligations of the CITY and HOSPITAL shall cease upon termination or expiration of this Agreement. In the event of termination, CITY shall remain responsible for payments for Services rendered before the termination date.
- 6.3 Limitation on Damages in the Event of Termination. The parties acknowledge and expressly warrant that no claim of damages will exist after the date of termination. The only obligation that survives in the event of termination is the reimbursement for services rendered before the termination date.

7.0 GENERAL PROVISIONS

- 7.1 Liability. This Agreement is not intended to alter or reallocate any defense or immunity authorized or available to either party by law.
- 7.1.1 Sovereign and Government Immunity. This CITY reserves, and does not waive, its rights of sovereign and governmental immunity and similar rights and does not waive its rights under the Texas Tort Claims Act or any applicable statute. No provision of this Agreement that imposes an obligation or restriction on either party not permitted by applicable law shall be enforceable.
- 7.2 Equipment.
- 7.2.1 The CITY shall provide any and all sexual assault examination kits.
- 7.2.2 HOSPITAL shall provide any and all other equipment, supplies, and personnel in relation to the collection, handling, and storage of sexual assault examination kits.
- 7.3 Amendments and Waiver. The parties may amend the Agreement at any time by mutual consent. Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of the CITY (by authority of the City Council) and HOSPITAL (by authority of its Board of Directors).
- 7.4 Severability. All agreements and covenants contained in this Agreement are severable. Should any term or provision of this Agreement be declared invalid by a court of competent jurisdiction, the parties intend that all other terms and provisions of this Agreement should be valid and binding and have full force and effect as if the invalid portion had not been included.
- 7.5 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received via United States Postal Service certified mail, return receipt requested addressed to the respective other party at the address provided below:

City: City Manager
P.O. Box 1890
El Paso, Texas 79950-1890

Copy to: Chief of Police
911 N. Raynor
El Paso, Texas, 79903

Hospital: Att: Chief Executive Officer - The Hospitals of
Providence Memorial Campus
2001 N. Oregon, El Paso, Texas, 79902

Copy to: Law Department
Tenet Healthcare Corporation Corporate Headquarters
1445 Ross Avenue, Suite 1400
Dallas, TX 75240

- 7.6 Governing Law and Venue. This Agreement shall be construed and interrupted in accordance with the laws of the State of Texas, along with any applicable provisions of the federal law. Venue for any proceedings arising from or in connection with this Agreement shall be in El Paso, Texas.
- 7.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the terms and conditions of this Agreement. Further, this Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement, which is not contained herein, shall be valid or binding.
- 7.8 Binding Agreement. The undersigned signatories assert that they have the authority to execute this Agreement and to bind the party for which they are signing to the faithful performance of this Agreement.

DATED THIS ____ day of _____ 20 ____.

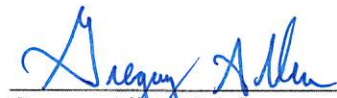
THE CITY OF EL PASO

Tomás Gonzalez
City Manager

APPROVED AS TO FORM:


Oscar G. Gabaldón Jr.
City Attorney

APPROVED AS TO CONTENT:


Gregory Allen, Chief
El Paso Police Department

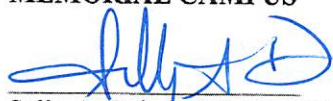
ATTEST:

Laura D. Prine
City Clerk

(Signatures Continue on Following Page)

Dated this _____ day of _____ 20____.

**THE HOSPITALS OF PROVIDENCE
MEMORIAL CAMPUS**

 10/11/17
Sally A. Deitch, RN, FACHE Date
Chief Executive Officer

APPROVED AS TO FORM:

Legal Advisor

Date

APPENDIX A

Standard Costs Associated with Examination (Dates of crime on or after 7/15/16) Maximum aggregate amount of reimbursement: \$1000			
Examiner Fees			
Possible Code/s	Description	Limit	Notes
99283- 99285, 57452- 57420	Sexual Assault Exam	\$233.00	- Examiner fee for an exam performed by a physician, licensed nurse practitioner, sexual assault examiner, or sexual assault nurse examiner. - This fee covers the basic patient evaluation, however additional examinations may be required based on the findings and history, such as an anogenital assessment or anoscopy, may be submitted for reimbursement. - Sexual assault examiners and sexual assault nurse examiners (SANE) may submit a standard billing form with a descriptive itemized statement.
Place of Service			
Possible Code/s	Description	Limit	Notes
99211	Place of service fee for exam in non-facility setting	\$125.00	This includes exams conducted in any healthcare setting other than a hospital (non-facility setting).
FAC R-450 or R-760	Place of service fee for exam in a facility setting	\$350.00	- This includes exams conducted at a hospital (facility setting). - A hospital includes a general or special hospital licensed under the Texas Health and Safety Code, Chapter 241. - Charges for hospitals must be on a UB-04, including an itemized statement. Revenue code R-450 or R-760 might be used in conjunction with this fee.
Exam Fees			
Possible Code/s	Description	Limit	Notes
99170 *99199 – requires itemization or a description of services billed	Anogenital Exam	\$150.00	Anogenital exam using magnification (magnification includes colposcope, SDFI, or other medically accepted magnification for anogenital assessment).
56820	Exam of Vulva with Magnification	\$150.00	Exam of the vulva using magnification (magnification includes colposcope, SDFI, or other medically accepted magnification for assessment).
46600	Anoscopy	\$71.00	Examination by physician, sexual assault nurse examiner, or sexual assault examiner where an anoscopy is performed.

Revised July 21, 2016

APPENDIX A

Standard Costs Associated with Examination (Dates of crime on or after 7/15/16) Maximum aggregate amount of reimbursement: \$1000			
Sexual Assault Kit			
Possible Code/s	Description	Limit	Notes
99070/Kit	Sexual Assault kit	\$50.00	This may be used in addition to supplies-digital photography charged under 99070 or other supplies charged under 99070.
Laboratory (Maximum reimbursement for all lab fees: \$250.00)			
Possible Code/s	Description	Limit	Notes
CPT code range 80047-89398	Pathology and Laboratory Procedures	\$250.00	- Requires a detailed or itemized description with a breakdown of charges. - Maximum reimbursement for all lab fees: \$250.00. - Laboratory procedures including, but not limited to: - Pregnancy test - Urine analysis - Drug or alcohol screen - STD Testing - Venipuncture - Handling / conveyance of the specimen
Additional Charges			
Possible Code/s	Description	Limit	Notes
99499	Additional Evaluation Management	\$106.00/ Hour	- Requires Documentation of Procedure. - This includes additional time needed after the start of the exam. - Examples: language barrier, extensive exam, trauma, waiting for law enforcement arrival to pick up evidence.
99070	Supplies: Digital Photography	\$100.00	- Requires a detailed or itemized description. - Use of digital photography during examination. - This includes setup and take down of equipment, burning of CDs, and other activities. - This may be used in addition to the kit under 99070/Kit or other supplies charged under 99070.
99070	Supplies	\$100.00	- Requires a detailed or itemized description. - Extensive laboratory procedures that require excess supplies and materials require Documentation of Procedure and will be reimbursed up to a maximum amount of \$100.00 for the supplies and materials. - This may be used in addition to the kit under 99070/Kit or supplies-digital photography charged under 99070.
99050	After Hours	\$39.00	This includes weekends, holidays, or exams conducted between 10pm-8am.

Revised July 21, 2016

APPENDIX B

Standard Costs Associated with Examination (Dates of crime prior to 7/15/16) Maximum aggregate amount of reimbursement: \$700			
Examiner Fees			
Possible Code/s	Description	Limit	Notes
99283- 99285,	Sexual Assault Exam without magnification	\$195.00	- Examiner fee for an exam performed by a physician, licensed nurse practitioner, sexual assault examiner, or sexual assault nurse examiner. - This fee covers the basic patient evaluation, however additional examinations may be required based on the findings and history, such as an anogenital assessment or anoscopy, may be submitted for reimbursement. - Sexual assault examiners and sexual assault nurse examiners (SANE) may submit a standard billing form with a descriptive itemized statement.
57452- 57420	Sexual Assault Exam with magnification	\$233.00	- Examiner fee for an exam performed by a physician, licensed nurse practitioner, sexual assault examiner, or sexual assault nurse examiner. - This fee covers the basic patient evaluation, however additional examinations may be required based on the findings and history, such as an anogenital assessment or anoscopy, may be submitted for reimbursement. - Sexual assault examiners and sexual assault nurse examiners (SANE) may submit a standard billing form with a descriptive itemized statement.
Place of Service			
Possible Code/s	Description	Limit	Notes
99211	Place of service fee for exam in non-facility setting	\$26.00	This includes exams conducted in any healthcare setting other than a hospital (non-facility setting).
FAC R-450 or R-760	Place of service fee for exam in a facility setting	\$250.00	- This includes exams conducted at a hospital (facility setting). - A hospital includes a general or special hospital licensed under the Texas Health and Safety Code, Chapter 241. - Charges for hospitals must be on a UB-04, including an itemized statement. Revenue code R-450 or R-760 might be used in conjunction with this fee.

APPENDIX B

Standard Costs Associated with Examination (Dates of crime prior to 7/15/16) Maximum aggregate amount of reimbursement: \$700			
Additional Examination Fees			
Possible Code/s	Description	Limit	Notes
99170 *99199 – requires itemization or a description of services billed	Anogenital Exam	\$128.00	Anogenital exam using magnification (magnification includes colposcope, SDFI, or other medically accepted magnification for anogenital assessment)
56820	Exam of Vulva with Magnification	\$128.00	Exam of the vulva using magnification (magnification includes colposcope, SDFI, or other medically accepted magnification for assessment).
46600	Anoscopy	\$71.00	Examination by physician, sexual assault nurse examiner, or sexual assault examiner where an anoscopy is performed.
Sexual Assault Kit			
Possible Code/s	Description	Limit	Notes
99070/Kit	Sexual Assault kit	\$50.00	This may be used in addition to supplies-digital photography charged under 99070 or other supplies charged under 99070.
Laboratory (Maximum reimbursement for all lab fees: \$150.00)			
Code	Description	Limit	Notes
99000	Lab Handling	\$20.00	Maximum reimbursement for all lab fees: \$150.00
80101	Drug Alcohol Screen	\$9.00	Maximum reimbursement for all lab fees: \$150.00
36415	Venipuncture	\$20.00	Maximum reimbursement for all lab fees: \$150.00
81025	Pregnancy Test	\$6.00	Maximum reimbursement for all lab fees: \$150.00
81001	Urinalysis	\$44.00	Maximum reimbursement for all lab fees: \$150.00
87590	Chlamydia Culture	\$37.00	Maximum reimbursement for all lab fees: \$150.00
87590	Gonorrhea Testing	\$16.00	Maximum reimbursement for all lab fees: \$150.00
86592	Syphilis Testing	\$11.00	Maximum reimbursement for all lab fees: \$150.00

Revised July 21, 2016

APPENDIX B

Standard Costs Associated with Examination (Dates of crime prior to 7/15/16) Maximum aggregate amount of reimbursement: \$700			
Additional Charges			
Possible Code/s	Description	Limit	Notes
99499	Additional Evaluation Management	\$106.00/ Hour	• Requires Documentation of Procedure. • This includes additional time needed after the start of the exam. • Examples: language barrier, extensive exam, trauma, waiting for law enforcement arrival to pick up evidence.
99070	Supplies: Digital Photography	\$100.00	• Requires a detailed or itemized description. • Use of digital photography during examination. • This includes setup and take down of equipment, burning of CDs, and other activities. • This may be used in addition to the kit under 99070/Kit or other supplies charged under 99070.
99070	Supplies	\$100.00	• Requires a detailed or itemized description. • Extensive laboratory procedures that require excess supplies and materials require Documentation of Procedure and will be reimbursed up to a maximum amount of \$100.00 for the supplies and materials. • This may be used in addition to the kit under 99070/Kit or supplies-digital photography charged under 99070.
99050	After Hours	\$20.00	Services provided at times other than regularly scheduled hours. This includes exams conducted on weekends or holidays.
99050	After Hours	\$39.00	Services provided at times other than regularly scheduled hours. This includes exams conducted between 10pm-8am.

List of Services Provided for Sexual Assault Examination

LAB-NRSA-02 Rev. 01 (08/2016)

Provider of Services:	Patient Identification:
Examiner's Name: Law Enforcement Agency/Case#: Exam Date: Hospital:	Patient Label

FACILITY CHARGE:

Revenue Code*	Description	Maximum Rate	Provided
450 or 760	Emergency Room or Treatment Room	\$350.00	☐

SEXUAL ASSAULT EXAMINER'S FEES:

CPT Code	Description		Provided
	** Requires Documentation of Procedure for each item		
99211	Associated office visit non hospital setting	\$125.00	☐
57452	SA Exam WITH colposcope/SDFI	\$233.00	☐
99283	SA Exam WITHOUT colposcope/SDFI	\$233.00	☐
99499	Evaluation Fee - anything that requires additional time after the start of the exam such as: language barrier, extensive exam, trauma, etc. *Document time frame and what was used on next page*	\$106.00/hr	☐

OTHER CHARGES:

CPT Code	Description		Provided
	Laboratory Charges: Maximum total amount of Lab \$250.00		
81025	◊ Pregnancy test (facility charge)	\$6.00	☐
81001	◊ Urinalysis (facility charge)	\$9.00	☐
80101	◊ Drug or alcohol screen (facility charge)	\$44.00	☐
87320 / 87110	◊ Chlamydia culture (facility charge)	\$37.00	☐
87590	◊ Gonorrhea testing (facility charge)	\$16.00	☐
86592	◊ Syphilis test (facility charge)	\$11.00	☐
99000	◊ Specimen handling fee	\$20.00	☐

	Additional Charges:		
36415	◊ Venipuncture	\$20.00	☐
46600	◊ Anoscopy exam performed by physician for suspected trauma	\$71.00	☐
99170	◊ Anogenital exam using magnification (colposcope, SDFI) for anogenital assessment	\$150.00	☐
56820	◊ Exam of vulva using magnification (colposcope, SDFI) for anogenital assessment (if external female genitalia only)	\$150.00	☐
99050	◊ Medical services after hours (weekends, holidays or exams conducted between 10pm -- 8am)	\$39.00	☐

99070	◊ Digital photography used during exam	\$100.00	☐
11015 / 99070	◊ Evidence collection kit (Charge for non EPPD collection only)	\$50.00	☐

99070	◊ Supplies -- Requires documentation below	\$100.00	☐
	Note: Total maximum reimbursement may not exceed \$1,000.00 for the forensic medical exam.	XXXXXXXXXX	XXXXXXXXXX
		XXXXXXXXXX	XXXXXXXXXX

SANE EXAMINER: _____

\$ _____

- 99499 - * Evaluation Fee: Include time frame and what was used*

- 99070 - ** Supplies:

Sterile Water Ampule(s)

Cotton Tipped Applicator(s)

Cotton Ball(s)

Lancet

Gloves

Speculum

Alcohol Pad(s)

Band-Aid

2x2 Gauze

Toluidine Dye Stick

Alternate Light Source

Tape

Other:

None