

FIRST ADDENDUM TO AGREEMENT FOR FORENSIC MEDICAL EXAMINATION SERVICES

THIS FIRST ADDENDUM is to that Agreement for Services entered into on 21st January 2020 by and between the County of Siskiyou (“County”) and Abigail McClain-Smith, R.N. (“Nurse”) and is entered into on the date signed by all parties to it.

WHEREAS, the Agreement will expire on June 30, 2022, and services continue to be required after that date; and

WHEREAS, the parties desire to extend the term of the Agreement; and

WHEREAS, the cost of services to be provided under the Agreement is expected to exceed the amount provided in the Agreement; and

WHEREAS, the parties desire to increase the amount of compensation payable under the Agreement.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 5. of the Agreement for Services shall be amended to extend the term of the contract through June 30, 2025.

Paragraph 3. A. of the Agreement, Compensation, shall be amended as follows: For each sexual assault examination performed under this Agreement, County shall pay Nurse the sum of Seven Hundred Fifty Dollars (\$750.00).

All other terms and conditions of the Agreement for Services shall remain in full force and effect.

IN WITNESS WHEREOF, County and Nurse have executed this First Addendum on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: _____

RAY A. HAUPT, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

Date: 10/12/2021

CONTRACTOR: Abigail McLain-Smith, R.N.

DocuSigned by:
Abigail McLain-Smith
6F66881C2DA14D6...
Abigail McLain-Smith, R.N.

License No.: 95042356
(Licensed in accordance with an act providing for the registration of contractors)

TAXPAYER I.D. On file

APPROVED AS TO ACCOUNTING FORM:

19/20FY:	1006-201160-723000 Rate .01	
	1002-202010-723000 Rate .01	
20/21FY:	1006-201160-723000 Rate .01	
	1002-202010-723000 Rate .01	
21/22FY:	1006-201160-723000 Rate .01	E2200224
	1002-202010-723000 Rate .01	
22/23FY:	1006-201160-723000 Rate .01	
	1002-202010-723000 Rate .01	
23/24FY:	1006-201160-723000 Rate .01	
	1002-202010-723000 Rate .01	
24/25FY:	1006-201160-723000 Rate .01	
	1002-202010-723000 Rate .01	

AGREEMENT FOR FORENSIC MEDICAL EXAMINATION SERVICES

This Agreement is entered into this 21st day of January 2020 by and between Abigail McLain-Smith, R.N. (hereinafter "Nurse") and Siskiyou County (hereinafter "County").

WHEREAS, the County, through its Sexual Assault Response Team (hereinafter "SART") utilizes a collaborative, multi-agency team led by the Office of the Siskiyou County District Attorney to provide a multi-disciplinary approach to investigating reports of known or suspected sexual assault and sexual exploitation committed against children, adults, dependent adults and the elderly; and

WHEREAS, the County desires to be able to utilize the services of Nurse to facilitate and conduct forensic medical examinations of, and provide related services to, apparent or reported victims whose cases are being pursued by the SART: and

WHEREAS, Nurse desires to provide the services being sought by the County, if and when requested by the County through the SART, under the terms and conditions set forth below; and

WHEREAS, the parties desire to enter into this Agreement in order to provide a full statement of their respective responsibilities regarding the delivery of and payment for services as described hereunder;

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. Purpose: The purpose of this Agreement is to facilitate Nurse's provision of services as escribed herein in support of SART investigations and the victims who are the subject of SART investigations if and when such services are requested by SART.
2. Services to be Provided:
 - A. When requested by SART, Nurse agrees to perform sexual assault examinations of SART victims in a manner consistent with the guidelines and requirements established by the California Medical Protocol for Examinations of Sexual Assault and Child Sexual Assault Victims. The examinations shall be documented on forms approved for use by the State of California, Form Nos. OCJP-923, 925, 930, 950. The protocols and forms are contained in the CD furnished with this agreement. Nurse shall maintain a log book identifying the victim (either by name or number), the date and time of both the commencement and completion of the examination, and the specifics of the examination and any treatment

provided. This log will be kept in a locked evidence cabinet within the Nurse's office.

- B. Unless otherwise compelled by law, Nurse shall not be required to conduct any evidentiary examinations of persons who refuse to allow such examinations, even when examinations are otherwise authorized by the Siskiyou County District Attorney or other Siskiyou County law enforcement officials.
 - C. Nurse agrees to conduct exam in an examination room in which the sexual assault examination can be conducted utilizing appropriate forensic equipment and procedures. County will provide Nurse with examinations kits or other supplies specific to conducting such examinations.
 - D. Nurse agrees to be able to provide the services described herein 24 hours a day, 7 days a week, on a rotating basis with other contracted SART examiners, upon one and on-half hour prior notice from SART.
 - E. Nurse agrees to attend appropriate SART training.
 - F. Nurse agrees to maintain secure possession of any physical evidence obtained during examination of a victim as described herein until such time as that evidence is turned over to a SART investigator or a person designated by the SART to take custody of the evidence.
 - G. Nurse agrees that, upon receipt of a request from SART reasonably prior to any court hearing at which the testimony of Nurse may be required, Nurse will testify in court without the need for a subpoena being issued.
3. Compensation:
- A. For each sexual assault examination performed under this Agreement, County shall pay Nurse the sum of Five Hundred Fifty Dollars (\$550.00).
 - B. In addition to the examination costs set forth immediately above, Nurse shall be paid the sum of One Hundred Dollars (\$100.00) per hour for testimony or any other court appearance pursuant to Paragraph 2G in addition to any other witness fees and mileage that may be prescribed by California law.
4. Billing and Payment: Following the provision of any services as described herein, Nurse shall promptly send an invoice to a responsible agency referencing the victim (by case number, location of exam, and the name and badge number of the authorizing officer), describing the services provided and the date thereof. The responsible agency shall promptly submit the invoice and claim form to the County Auditor and then shall remit payment for the services within thirty days of receipt of the invoice and claim by the County Auditor.
5. Term and Termination: This Agreement shall commence January 1, 2020, and remain in effect through June 30, 2022, unless terminated by either party. Either

party may terminate this Agreement at any time with or without cause upon sixty (60) days written notice to the other party delivered via first-class mail.

6. Independent Contractor Status: During the term of this Agreement, Nurse and any of his/her personnel rendering services under this Agreement shall have the status of independent contractor as Siskiyou County and SART. Siskiyou County and the SART shall neither have nor exercise any control or direction over the methods by which the services described herein are provided. The service described herein shall be performed in compliance with currently approved methods and practices in the field. The sole interest of Siskiyou County and SART is to ensure that services under this Agreement are performed in a competent, efficient and satisfactory manner and that evidence is collected and examinations reported in compliance with the requirements of the laws of the State of California.
7. Health Insurance Portability and Accountability Act (HIPPA): Nurse shall comply with the applicable regulations for the HIPPA and shall hold Siskiyou County and SART harmless from any sanctions received by Nurse, to the extent permitted by law, for breach of these regulations. Nurse also agrees to:
 - A. Prohibit any unauthorized use or disclosure of protected health information.
 - B. Put in place and maintain appropriate safeguards to ensure only permitted uses and disclosures.
 - C. Immediately report to SART any unauthorized uses or disclosures.
 - D. Ensure that any subcontractors of Nurse performing services under this Agreement agree to abide by the provisions of this section.
 - E. Consent to allow patient access to their own health information.
 - F. Make protected health information, as well as all internal compliance policies and procedures, available to the Federal Department of Health and Human Services.
 - G. Provide for the destruction of protected health information upon termination of this Agreement unless such information must be retained to comply with other provisions of the law.
 - H. Ensure appropriate correction or amendments of records.

Any failure of Nurse to adhere to these provisions shall result in termination of the Agreement.

8. Insurance: Nurse shall continuously maintain during the term of this Agreement medical malpractice insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence with an aggregate not less than three million dollars (\$3,000,000.00) for all medical services provided by Nurse under this Agreement. Copies of certificates of insurance and additional insured

endorsements reciting coverages shall be provided to SART prior to the provision of any services under this Agreement.

- 9. Non-Assignment: Neither party may assign their rights under this Agreement without the prior written consent of the other party.
- 10. No third Party Beneficiaries: This Agreement shall not be construed to provide rights or benefits of any nature to any third persons or entities.
- 11. Indemnification: Nurse shall defend, indemnify , and save harmless the County and SART, their officers, agents, and employees, from and against any and all claims, demands, damages, costs, expenses, judgments or liability arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof, including but not limited to, any act or omission on the part of Nurse or her agents or employees or other independent contractors directly responsible to her; except those claims solely from the negligence or willful misconduct of the County or SART.
- 12. Notices: Any notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and shall be sent by first class mail to:

COUNTY: SART
 P.O. Box 986
 Yreka, CA 96097

NURSE: Abigail McLain-Smith, R.N.
 804 South Street
 Yreka, CA 96097
 530-643-2888

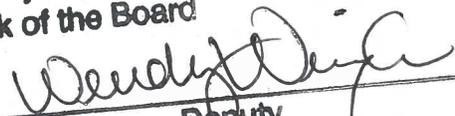
IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

Date: 1/21/2020

COUNTY OF SISKIYOU


Michael N. Kobseff, CHAIR
 Board of Supervisors
 County of Siskiyou
 State of California

ATTEST:
LAURA BYNUM
 County Clerk & Ex-Officio
 Clerk of the Board

By: 
 Deputy

ATTEST:

LAURA BYNUM
Clerk, Board of Supervisors

By: See previous page
Deputy

CONTRACTOR: Abigail McLain-Smith, R.N.

Date: 1-10-2020

AMC [Signature]
Abigail McLain-Smith, R.N.

License No.: 95042356

(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. _____

ACCOUNTING:

19/20FY:	1006	201160	723000	Rate .01	E2000440
	1002	202010	723000	Rate .01	
20/21FY:	1006	201160	723000	Rate .01	E2100136
	1002	202010	723000	Rate .01	
21/22FY:	1006	201160	723000	Rate .01	
	1002	202010	723000	Rate .01	