

## Contract for Services between:

Child Advocacy Center

Nurse Examiner

This contract is effective from \_\_\_\_\_ to \_\_\_\_\_

All Notices shall be sent to the person and address identified below:

CAC Director

Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Email

Total payments under this Contract shall not exceed: \$xxxx

Executed on the date shown below:

\_\_\_\_\_  
CAC Director Signature

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
CAC Director Printed Name

\_\_\_\_\_  
Contractor Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Services to be performed.** The Child Advocacy Center (herein referred to as “CAC”) and the Contractor agree that the Contractor will provide the following services: The Contractor is responsible to the Director of the CAC for fulfilling the terms of the contract. The Contractor will provide professional services under the medical supervision of the medical provider and the CAC Director assigned to his/her case. The Contractor shall perform and memorialize exams of sexually abused children. Adult Sexual Assault Nurse Examiners (ASANE) will perform medical exams for sexually abused adults living with developmental disabilities as agreed upon by the Director of the CAC and the Contractor. The Contractor agrees to cooperate with the administration of the CAC to insure performance with the terms of this contract, including on-site visits to review contract compliance, assess management controls, assess relevant services and activities and provide technical assistance.

The duties of the Contractor include, but are not limited to:

- Perform acute forensic medical exams as needed on all children alleging sexual abuse who present within ninety-six (96) hours from event with photo documentation equipment according to state protocol and International Association of Forensic Nurses standards when mutually agreed upon by the CAC Director, medical director and the Contractor.
- Perform forensic non-acute medical exams with photo documentation when mutually agreed upon by CAC, medical director and the Contractor.
- Maintain accurate, timely and carefully written and photo documentation of exams.
- Provide expert witness testimony at court, as needed by the Prosecutor’s Office.
- Participate in monthly MDT/CART meetings as needed (MDT members are partnering agencies with the CAC for cases that comem through the CAC).
- Participate in medical peer review as directed.
- Follow and adbide by the agreements of the MOU with the CAC and partnering agencies

**If the CAC has paid for PSANE training, then a one (1) year commitment with the CAC of the state is expected.**

**Timing of Performance.** All services to be performed hereunder shall be as needed and shall be rendered at CAC’s business premises. These premises shall be made available to Contractor two (2) days a week for four (4) hours each day. CAC acknowledges that it is not the sole recipient of Contractor’s services and will endeavor, to the greatest extent possible, to accommodate the schedule of Contractor, and to provide at least twenty four (24) hours notice to Contractor when their services are needed.

**Independent Contractor.** In the performance of the work, duties and obligations contemplated herein, it is mutually understood and agreed that Contractor is at all time acting as an independent contractor, responsible only for their own acts or omissions. CAC shall neither have nor exercise any control or direction over the methods by which Contractor shall perform the services hereunder, provided that such services are performed in a competent, efficient and satisfactory manner, consistent with the standards for such examinations, and professional duty as may be determined by CAC.

**Non Discrimination.** Both parties shall conduct themselves in a professional manner, which reflects concern for the preservation of the integrity of human dignity of all employees, patients and family members. The Contractor shall comply with Title VI-VII of the 1964 Civil Rights Act, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973 which prohibits differentiation or discrimination because of race, color, national origin, disabled, age (40 years or more), sex (including sexual harassment/orientation), religion, creed, and political affiliation.

**Confidentiality.** The Contractor and the CAC agree to maintain confidentiality and HIPPA confidentiality compliance of clients except as requested or released by clients for collaborative and beneficial services from each organization.

**Terms of payment.** The CAC shall pay the Contractor the sum of thirty dollars (\$30) per hour for exams performed while at the CAC. The Contractor will be paid at the rate of thirty dollars (\$30) per hour per court appearance for time spent in court under subpoena or prosecution's request. In the event the Contractor is required to testify in a court outside of Allen County, the Contractor will be compensated for mileage according to the mileage reimbursement rate paid by Crime Victim Services. The Contractor will submit any compensation from the court for the appearance to Crime Victim Services. In the event the Contractor is requested to attend the Multi-Disciplinary Team (CART) meeting, the Contractor will be compensated at the rate of twenty-five dollars (\$25) per meeting. The Contractor shall submit one (1) written invoice, email or hard copy, to CAC Director, listing the dates and corresponding case numbers for all exams reviewed during the month by the last day of the month.

**Expenses.** The CAC shall not be liable to the Contractor for any expenses paid or incurred by the Contractor.

**Material, Supplies, Equipment and Tools.** The CAC shall provide, at its expense, all expendable and nonexpendable medical equipment, drugs, supplies, treatment rooms, furniture and fixtures as are reasonable necessary to provide the services contemplated herein. Only CAC materials, supplies, equipment and tools may be used to perform the work outlined.

**Payroll taxes.** The Contractor is not an employee of CAC for federal or state tax purposes with respect to the services performed under this agreement. The CAC will provide the contractor with a 1099 tax form. The Contractor is responsible for paying all federal and state taxes.

**Fringe Benefits.** The Contractor is not eligible for and shall not participate in any employer benefit of the CAC, including pension, health, or other fringe benefits.

**Workers' Compensation** While Contractor is not an employee, both parties realize that classification is ultimately a determination to be made by a court of competent jurisdiction. Therefore, without making any admission, and solely in an abundance of caution, CAC shall endeavor to carry Workers' Compensation coverage on Contractor, if allowed.

**Medical Liability Insurance.** For its own protection, the CAC shall procure and maintain such insurance as is required by applicable federal, state and local law and regulation. Proof of applicable insurance shall be held on and paid for by the CAC for all medical staff.

**Term of agreement.** This agreement is effective as of \_\_\_\_\_, regardless of the date of signing. This agreement shall terminate \_\_\_\_\_.

**Termination without cause.** Either party may terminate this agreement by giving thirty (30) days written notice to the other of its intent to terminate, sent by certified mail, return receipt requested, to the other party's last known address. During the thirty (30) day period after such notice is sent, the parties shall continue to act in good faith toward each other.

**Termination with cause.** Either party may terminate this agreement with reasonable cause, effective immediately upon the giving of written notice of the termination, sent by certified mail, return receipt requested, to the other party's last known address. The grounds for reasonable cause shall include: breach of any term or condition of this agreement or any act exposing the other party to liability for personal injury, property damage, malpractice claims, and/or other criminal or civil liability.

This agreement shall terminate immediately and automatically at the sole discretion of The Child Advocacy Center, without requirement for advance notice, and with no right of appeal, in the event:

- PSANE is no longer a member of good standing of the nursing board.
- PSANE's license to practice nursing in the state is suspended, revoked, or the subject of any proceedings in the state which may result in suspension or revocation of license to practice.

-PSANE is convicted of, or enters a plea of guilty in any court of law to any crime or felony in any jurisdiction.

-PSANE is openly speaking out against the CAC, policies, procedures, use of discrimination, or etc., to the media and social media.

- PSANE must follow the medical policies and procedures of the Child Advocacy Center and treat all clients and their families with dignity and respect (see policies and procedures).

**Non-waiver.** The failure of either party to this agreement to exercise any of its rights under this agreement at any time does not constitute a breach of this agreement and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

**No authority to bind.** The Contractor has no authority to enter into contracts on behalf of the CAC. This agreement does not create a partnership, agency, joint venture, employment or any other relationship between the parties except as an independent contractor.

**Compliance with laws.** The contractor represents that she/he has complied with all federal, state, and local laws concerning business permits and licenses that may be required to carry out the work to be performed under this agreement. Failure to comply will be terms for immediate termination of this contract.

**Notices.** Any notice given in connection with this agreement shall be given in writing and delivered either by hand, by email, or by certified mail, return receipt requested, to the party at the party's address stated at the top of this agreement. Any party may change its notice address by giving notice of the change in accordance with this section.

**Assignment of contract.** The Contractor shall not assign this agreement in whole or in part. Any attempt to assign this agreement shall be null and void.

**Choice of law.** Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the state.

**Entire agreement.** This is the entire agreement between the parties. This agreement may be supplemented, amended or revised only in writing, signed by both parties.

**Severability.** If any part of this agreement is held to be unenforceable, the rest of this agreement shall remain in full force and effect.

**Qualifications.** The Contractor shall be responsible for verification of proper licensure, certification or accreditation by providing appropriate documentation to the CAC. Any formal

actions or changes to licensure, certification or accreditation must be reported to the CAC Director immediately. The Contractor must provide documentation to the CAC Director of meeting at least one of the following training standards:

- Documentation of satisfactory completion of competency-based training in the performance of child-abuse examinations.
- Documentation of 40 hours of formal medical training in child sexual abuse evaluation.
- Submission of satisfactory completion of competency-based performance of child sexual abuse evaluations OR documentation of 16 hours of formal medical training in child sexual abuse evaluation OR child abuse sub-board eligibility OR Child Abuse Training or Child Abuse Certificate of Added Qualification.
- Submission of training certificates and curriculum vitae to the CAC Director.
- Ongoing education in the field of child sexual abuse consisting of a minimum of 3 hours per every 2 years of CEU/CME credits.

The Contractor is required to submit a completed criminal and child abuse background check, conducted within the last year, or have a background check conducted at the expense of the CAC. The Director of the CAC reserves the right to reject the Contractor as a service provider if the background check reveals disqualifying offenses.

**Confidentiality of records.** The Contractor acknowledges that all records regarding the identity, diagnosis, prognosis and services provided to any client in connection to the performance of this contract are confidential and that such records shall be disclosed only under the circumstances expressly authorized under state or federal confidentiality laws, rules or regulations. The Contractor agrees to abide by HIPPA guidelines, mandated reporter status laws, and general client confidentiality practices.

**Client service fees.** No fees shall be imposed upon clients by the Contractor for services rendered under this contract.

**Suspension and debarment.** The Contractor certifies that he/she is not presently disbarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any federal or state agency.

**Indemnification.** The Contractor agrees to indemnify and hold harmless the CAC and its officers, employees, agents, and volunteers from any and all liability, loss, damage, settlement, judgment, cost, or expense arising from wrongful or negligent acts of the Contractor which the CAC may sustain, incur or be required to pay as a result of the Contractor's performance under this contract.