



CONTRACTUAL AGREEMENT AMENDMENT #1

**806 W 22nd Street
Merced, CA 95340**

**Contact:
(24/7)
Answering Service
559-818-4005**

**Owner
Diana Gomez-Silvas RN, SAFE**

FORENSIC EXAMINATIONS BY PROFESSIONAL EXPERTS



FNSNC, LLC

AGREEMENT BETWEEN CITY OF MERCED AND FORENSIC NURSE SPECIALIST OF NOR CA, LLC. TO PROVIDE SERVICE TO MERCED POLICE DEPARTMENT FOR SEXUAL ASSAULT FORENSIC EVIDENCE. -Amendment #1

This Agreement to provide Services to Merced Police Department for Sexual Assault Forensic Evidence is entered between the Forensic Nurse Specialist of Nor CA, LLC (FNSNC, LLC) and the City of Merced.

RECITALS

- A. FNSNC, LLC is a business of providing the services relating to sexual assault forensic evidence and represents that it is qualified and holds all necessary licenses and permits to provide such services.
- B. City is in the business of services relating to Sexual Assault Forensic Evidence.
- C. The parties to this agreement have agreed to add paragraph #11 to the special provisions listed on page 3 of this agreement.

AGREEMENT

A Contractual agreement was made on August 1, 2025 and entered into on August 1, 2025 as a start date, by and between City of Merced, a Municipal Corporation (City Herein), and Forensic Nurse Specialist of Nor CA, LLC (FNSNC, LLC)(Contractor Herein). The contract shall renew automatically annually unless either party provides a 30-day written notice.

The parties incorporate the recitals as part of this Agreement and agree as follows:



FNSNC, LLC

GENERAL PROVISIONS:

- FNSNC, LLC agrees to provide all Forensic Evidence Collection Examinations.
 - Adult Sexual Assault Examinations
 - Adolescent/ Pediatric Sexual Assault Examinations
 - Full Suspect Examinations
 - Child Abuse and Neglect Examinations
 - Evidence Collection per State Protocol
 - DOJ RADS Kit Collection (Rapid DNA Service)
 - Blood and Urine Collection (Drug and Alcohol testing performed in crime lab).
 - Domestic Violence Examinations
 - Digital Photography, Documentation, Collection, and Preservation of all evidence according to standards set by crime lab and local jurisdiction standards.

- The charge per case, to be paid for by the City is \$2000.00, follow-up Adult/ Adolescent and Pediatric examinations (at the request from LE) is \$1000.00, Full Suspect examination is \$1,500.00, RADS Kit \$0.00, Child Physical Abuse and Neglect examination is \$500.00, Domestic Violence Examination is \$500.00, Dry Run (LE authorizes examination) patient or LE cancels is \$500.00.

- The Merced Police Department Chief or his Designee is authorized to administer and implement this Agreement.



FNSNC, LLC

SPECIAL PROVISIONS:

1. Term of Agreement shall be August 1, 2025 through August 1, 2026 unless terminated by either party with a 30 day written notice.
2. An on-call nurse shall respond to the designated site within sixty (60) minutes. Law enforcement officers agree to contact the 24-hour FNSNC, LLC answering service prior to transporting the victim/suspect to the FNSNC, LLC examination site situated at the Merced SART center.
3. FNSNC, LLC agrees to collect forensic evidence from sexual assault victims in accordance with CAL OES state protocols by a qualified Forensic examiner. All examiners will utilize CAL OES 2-923, 924, 925, 930, 950, 500 forms.
4. All examinations will utilize a digital camera for photography when injuries are present. Copies of photographs to be made available to contracting Law enforcement agencies upon request.
5. FNSNC, LLC commits to delivering competent expert witness testimony in court whenever a subpoena for their presence is issued.
6. FNSNC, LLC agrees to provide training to law enforcement every 6 months or as needed, and attend quarterly training SART/DART meetings regularly.
7. Contracted rates will be subject to annual review. Any new rates will receive a notice at least thirty days prior to the new rate taking effect.
8. FNSNC, LLC agrees to participate in Quality Assurance programs, perform peer review of all cases, and actively participate in community education programs.
9. This Agreement is not to prohibit law enforcement agencies from utilizing services of other hospitals.
10. FNSNC, LLC agrees to maintain commercial general liability insurance.
11. "Effective 1/27/2026, exams requested in the interest of an agency not related to the Merced Police Department are the responsibility of the requesting agency. Merced PD officers will document this information in their reports. Arrangements will be made with the requesting agency to maintain the chain of custody for all evidence collected. Fees are to remain the same as the contracted agency and billing invoice will be sent to the requesting agency.



FNSNC, LLC

**FORENSIC NURSE SPECIALIST OF
NOR CA, LLC**

By: D. Gomez-Silvas

Date: 1/27/2024

Diana Gomez-Silvas RN, SAFE,
Owner/Director

**City of Merced
A California Charter Municipal
Corporation**

By: [Signature]
Steven Stanfield, Merced PD Chief

By: _____
D. Scott McBride, City Manager

ATTEST:
D. Scott McBride, City Clerk

By: _____
Assistant / Deputy City Clerk

APPROVES AS TO FORM:

Craig J. Cornwell, City Attorney

By: Craig Cornwell 3/10/2026
City Attorney Date

ACCOUNT DATA: 1723
M. Venus Rodriguez, Finance Officer

By: _____
Verified by Finance Officer