

### CONTRACTUAL AGREEMENT P.O. BOX 712 CLOVIS, CA 93613

### **Contact:**

(24/7) Answering Service 559-818-4005

### **Corporate Partners**

Diana Gomez-Silvas RN, SAFE President

> Sai Thao RN, SAFE Vice President

Forensic Examinations by Professional Experts



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.

This Agreement to provide Service 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.

#### **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:



### **GENERAL PROVISIONS:**

- FNSNC, LLC agrees to provide all Forensic Evidence Collection Examinations.
  - Adult Sexual Assault/ Suspect examinations
  - Pediatric/ Non-Acute Sexual Assault examinations
  - Child Abuse and neglect examinations
  - Evidence Collection per State Protocol
  - o RADS Kits with DOJ
  - Blood and Urine Specimen Collection
  - Death investigations examinations
  - 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 City is \$2000.00, follow up Adult and pediatric examination (at request from LE) is \$1000.00, Full suspect examination is \$1,500.00, RADS Kits \$0, Child Physical Abuse and Neglect Examination is \$500.00, Domestic Violence Examination is \$500.00, Death investigation Examination is \$3000.00, 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.



### **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. Response of an on-call nurse to a designated site within 60 minutes, and Law enforcement officers agree to call the 24-hour FNSNC, LLC answering service prior to transporting the victim/ suspect to FNSNC, LLC examination site located 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 qualified Forensic examiners. All examiners will utilize CAL OES 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 agrees to provide competent expert witness testimony in court when subpoenaed to be present.
- 6. FNSNC, LLC agrees to provide training to law enforcement every 6 months or as needed; and attend quarterly 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.



Forensic Nurse Specialist of Nor CA, LL
Ex Diana Gamer School R
Date: 07   9   2025
Diana Gomez-Silvas RN, SAFE, Owner / President
By: An Dhu RW
Date: 7/9/2025
Sai Thao RN, SAFE, Owner / Vice President

City of Merced A California Charter Municip	oal Corporation
Ву:	NATE A SECRETARIO DE CONTRACTORIO DE CONTRACTO
Date:	
Scott McBride City Manager	
Approved As To	Form ell City of Merced