

**AGREEMENT FOR FORENSIC EXAMINATION SERVICES  
BETWEEN  
FORENSIC NURSING SPECIALISTS, INC.  
(DBA FORENSIC NURSE SPECIALISTS, INC.)  
AND  
CITY OF COSTA MESA**

This **Agreement for Forensic Examination Services** is made and entered into as of the 1st day of October, 2021 (the “Effective Date”), by and between FORENSIC NURSING SPECIALISTS, INC., a California corporation (DBA FORENSIC NURSE SPECIALISTS, INC.) (“FNS”), and the CITY OF COSTA MESA (“City”), a municipal corporation, on behalf of the Costa Mesa Police Department (“Department”), with respect to the following:

WHEREAS, Department requires the collection of forensic evidence with respect to victims of sexual assault and other forms of interpersonal violence;

WHEREAS, this is a mandatory expense as failure to provide a victim of sexual assault with an examination by a qualified healthcare professional would be a violation of the California Penal Code;

WHEREAS, Department does not have the capability to collect the aforesaid forensic evidence internally;

WHEREAS, FNS has specialized training and expertise in the forensic examination services and Department desires to contract with FNS for such services;

WHEREAS, FNS is the sole source providing this service in Orange County and there are no specific registries that utilizes forensic nurses solely for the purpose of exams;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties hereto agree as follows:

1. Services. FNS represents and warrants that it contains all necessary licenses to perform the services set forth in this Agreement. FNS agrees to provide the following services (collectively, the “Services”) to the Department:

1.1. Examination. FNS agrees to provide the Department approved forensic-medical exams 24/7 to sexual assault and other types of victims with a one hour response time to a mutually agreed upon examination location. The exam is to include digital imaging of injuries and physical findings. The examination will be conducted by forensic nurses who are trained and competent in the California State Protocol established by California Governor’s Office of Emergency Services (“CalOES”).

1.2. Evidence. All evidence collected during the examination will be packaged, labeled and sealed according to the state and local crime lab requirements and

submitted to the on-site evidence storage refrigerator with appropriate chain of custody documentation. Evidence for mobile exams (off site) or courtesy cases will be relinquished at the conclusion of that examination to the Department. Digital photographs will be available upon request by Department investigators.

1.3. Equipment and Supplies. FNS will provide all equipment and supplies to conduct all services listed in Exhibit A.

1.4. Testimony. FNS agrees to provide competent court testimony as requested by the District Attorney's Office (upon receipt of subpoena).

2. Compensation. In exchange for the Services to be provided by FNS pursuant to Section 1 above, Department shall compensate FNS according to the Fee Schedule set forth in Exhibit A. Services can be added at any time per Department request and negotiated rates.

2.1. Rate Adjustment. Department acknowledges and agrees that FNS is entitled to adjust the rates set forth in this Exhibit A on an annual basis. Increased rates, if any, will go into effect at the beginning of the next Renewal Term, as defined in Section 4. FNS shall use reasonable efforts to give Department at least sixty (60) days advance written notice prior to the expiration of the Initial Term or then-current Renewal Term of any proposed increase or adjustment to rates.

3. Payment. FNS shall invoice Department monthly for all Services performed in each previous month. Department shall remit payment to FNS within thirty (30) days of receipt of an invoice.

4. Term. This Agreement shall be for a term of one year, commencing on the Effective Date and expiring on September 30, 2022 (the "Initial Term"). This Agreement shall be renewable only upon the mutual written agreement of both parties hereto (each, a "Renewal Term" and together with the Initial Term, the "Term").

4.1. Termination. Either party may terminate this Agreement without cause at any time during the term of this Agreement by providing the other party at least thirty (30) days prior written notice of termination.

5. Indemnification. FNS shall indemnify, defend, with counsel approved by City, and hold the City harmless from and against any and all liability, loss, damages, costs, and expenses (including reasonable attorneys' fees) caused by the negligence or wrongful acts or omissions of FNS or its employees, officers or agents. The provisions of this Section 5 shall survive the termination of this Agreement.

6. Insurance. FNS shall procure and maintain at its own expense the following insurance:

- 6.1. Commercial General Liability Insurance in an amount not less than \$1,000,000 per each occurrence and \$2,000,000 general aggregate.
- 6.2. FNS shall require that each employee, agent and subcontractor of FNS providing services to the City pursuant to this Agreement using a personal vehicle carries automobile liability coverage with limits as follows: bodily injury coverage of at least One Hundred Thousand Dollars (\$100,000.00) per person, and \$300,000 per accident, and property damage coverage of at least Fifty Thousand Dollars (\$50,000.00), or a minimum of Three Hundred Thousand Dollars (\$300,000.00) on a single limit policy. FNS shall provide proof of such coverage to the City in a form approved by Risk Management.
- 6.3. Workers Compensation Insurance as required by the California Labor Code and employer's liability insurance in an amount not less than \$1,000,000. This policy shall be endorsed to state that the insurer waive its right of subrogation against the Department, its boards and commissions, and its officials, employees, and agents.
- 6.4. Professional liability or errors or omissions insurance in an amount not less than \$1,000,000 per claim.

The commercial general liability insurance policy shall be endorsed to name the City as an additional insured as follows: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of FNS pursuant to its contract with the City; products and completed operations of FNS; and premises owned, occupied or used by FNS."

7. Confidentiality of Patient Information. None of the parties shall disclose any confidential patient health information to any third party, except where permitted or required by law or where the patient expressly approves such disclosure. FNS and the Department shall comply with all federal and state laws and regulations regarding the confidentiality of such information, including without limitation the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

8. Non-Discrimination. FNS shall not discriminate against any individual on the basis of race, color, creed, religion, sex, sexual orientation, age, mental status, national origin, ancestry, disability, medical condition or any other protected class under federal or state law.

9. Non-Exclusivity. This Agreement is not exclusive, and nothing herein shall preclude either party from contracting with any other person or entity for any purpose.

10. Notices. Any notices required or desired to be given under this Agreement shall be in writing and personally delivered or deposited in the US Postal Service, first class, as follows:

FNS: Forensic Nurse Specialists, Inc.  
P.O. Box 2273  
Los Alamitos, CA 90720  
Attn: Malinda Wheeler, President

CITY: Costa Mesa Police Department  
99 Fair Drive  
Costa Mesa, CA 92626  
Attn: Lt. Ed Everett

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**FORENSIC NURSE SPECIALISTS,  
INC., a California corporation (DBA  
FORENSIC NURSE SPECIALISTS,  
INC.)**

By: Malinda Wheeler  
Name: Malinda Wheeler  
Title: President

**CITY OF COSTA MESA,  
a California municipal corporation**

By: Carol Molina  
Name: Carol Molina  
Title: Purchasing Officer

APPROVED AS TO FORM:

By: Kimberly Hall Barlow  
Name: Kimberly Hall Barlow  
Title: City Attorney

ATTEST:

Brenda Green 11/3/2021  
Brenda Green  
City Clerk



## EXHIBIT A - FEE SCHEDULE - 2021

Service	Definition	Rate
<p>Sexual Assault Forensic Exam</p> <p>(All ages, reported or non-reported cases to law enforcement)</p>	<p>Evidence collection, clothing, DNA reference samples, blood and urine toxicology, digital photography, medical-forensic documentation using state mandated forms, healthcare treatment for STI prevention, HIV prevention and pregnancy prevention provided at the time of the exam.</p>	<p>\$850.00</p>
<p>Mobile Trauma Exam</p>	<p>A forensic exam conducted at any Orange County hospital in the ER or ICU when a patient is severely injured and admitted to that other hospital for on-going medical care. (Requests for Mobile exams in nursing homes and psychiatric facilities will be conducted on a case-by-case basis.)</p>	<p>\$950.00</p>
<p>Dry Run</p>	<p>Department calls out the on-call forensic nurse to perform a case and through no fault of FNS. the victim changes their mind, refuses to permit the examination, does not want the examination, or does not permit forensic nurse to conduct the examination.</p>	<p>\$300.00</p>
<p>Domestic Violence/ Strangulation Exam</p>	<p>A forensic exam focused on body injury and assessment with specific written and photographic documentation on strangulation injury.</p>	<p>\$500.00</p>
<p>Testimony</p>	<p>Expert witness testimony by the forensic nurse upon receipt of subpoena form the District Attorney's office</p>	<p>\$400.00/day in court on the stand</p>