

# Central Valley Forensic Nursing Specialists

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240 N. 12<sup>th</sup> Ave Ste.109 Box #340 Hanford, CA 93230  
(559)324-9100 24 Hr Answering Service/Office  
(559) 840-0633 Fax

## AGREEMENT TO PROVIDE SERVICE TO REEDLEY POLICE DEPARTMENT FOR SEXUAL ASSAULT FORENSIC EVIDENCE

Central Valley Forensic Nursing Specialists (CVFNS) and Reedley Police Department agree as follows:

CVFNS agrees to provide forensic evidence collection and examinations of victims of sexual assault and forensic evidence collection from suspects.

Charge per case, to be paid for by Reedley Police Department, is \$1,000.00. Suspect exams at the same time as victim exam are \$500.00. Suspect examination after initial victim examination will be \$600.00. Victim "no show or cancelled" after CVFNS nurse is called out will be subject to a \$150.00 "dry run" fee. Additional follow up examination for victims at law enforcement request will be subject to a \$450.00 fee. Expert Witness testimony is a contracted negotiated amount between CVFNS and the District Attorney Office

### SPECIAL PROVISIONS:

1. Term of Agreement shall be November 1, 2019 through June 30, 2020, and shall be automatically renewed for the original contract length unless terminated by either party with a 90 day written notice.
2. Law enforcement officers agree to call the 24 hour CVFNS answering service prior to transporting victim to CVFNS examination site located @ the Fresno SART Center.
3. CVFNS agrees to collect forensic evidence from sexual assault victims in accordance with OES state protocols by qualified forensic examiners. All examinations will utilize a Cannon Digital Camera for photography when injuries are present. Copies of photographs to be made available to contracting law enforcement agency upon request. Discussion of findings will be provided at the conclusion of the exam.
4. CFVNS agrees to provide competent expert witness testimony in court when subpoenaed to be present.
5. All evidence collected will be relinquished by CVFNS to the police officer ordering the examination at the conclusion of the examination with a completed copy of the OES 923/925/930/950 medical report.
6. CVFNS agrees to make results of and evidence from examination available to law enforcement personnel at any time subsequent to the date of examination upon request.
7. This agreement is not meant to prohibit law enforcement agency from utilizing the services of other hospitals.

8. Contracted rates will be subject to annual review. New rates will be effective July 1<sup>st</sup> of every year the agreement is in effect. Factors considered in this rate review will include, but are not limited to, prevailing nurse contractor rates, medical supplies, and building lease rates. You will receive notice at least thirty days prior to the new rate taking effect.

#### **Indemnity for Professional Liability**

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees, or Subconsultants (or any Agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

#### **Indemnity for Other Than Professional Liability**


Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless the City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the negligent performance of this Agreement by Consultant or by any individual or Agency for which Consultant is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Consultant.

#### **Insurance Requirements**


Without limiting Consultant's indemnification of the City, and prior to commencement of Work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of this Agreement, and shall require any subconsultants to obtain and maintain, policies of insurance of the type and amounts described below and in a form satisfactory to the City.

- a. **Workers' Compensation.** Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least one million dollars (\$1,000,000)). Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- b. **General Liability.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, or equivalent, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. General liability policies shall provide or be endorsed using Insurance Services Office forms CG 20 10 to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- c. **Automobile Liability.** If Consultant (or subconsultants) utilizes automobiles in the performance of services under this agreement, Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each accident.
- d. **Professional Liability (Errors & Omissions).** Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) Per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Consultant agrees to maintain continuous coverage through a period no less than one year after completion of the Services required by this Agreement.

- e. Proof of Insurance. Consultant shall provide to City, certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by Cities prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- f. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City.
- g. Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.
- h. Specifications not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
- i. Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to Agency with thirty (30) days' notice of cancellation (except for nonpayment for which ten (10) days' notice is required) or nonrenewal of coverage for each required coverage.
- j. Self-insured Retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.
- k. Timely Notice of Claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

  
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Nicole R. Zieba  
City of Reedley  
City Manager

Date: 11/14/19

  
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Heather McCoy, RN  
Owner/Director  
Central Valley Forensic Nursing Specialists

Date: 11/1/20



## REEDLEY CITY COUNCIL

- ☒ Consent
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 7

**DATE:** November 5, 2019

**TITLE:** APPROVE AND AUTHORIZE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF REEDLEY AN AGREEMENT WITH CENTRAL VALLEY FORENSIC NURSING SPECIALISTS FOR SEXUAL ASSAULT FORENSIC EVIDENCE EXAMINATIONS.

**SUBMITTED:** Jose L. Garza, Chief of Police

**APPROVED:** Nicole R. Zieba, City Manager

### RECOMMENDATION

That the City Council approve and authorize the City Manager to sign on behalf of the City of Reedley an agreement with the Central Valley Forensic Nursing Specialists, formerly known as Forensic Nurse Specialists, for sexual assault forensic evidence examinations.

### BACKGROUND

The Reedley Police Department has been assisting the victims of sexual assault, domestic violence and child abuse by referring those victims and families to Forensic Nurse Specialists for evidence collection. Recently the Owner/Director of "Forensic Nurse Specialists" has chosen to retire and has sold the business to a new Owner/Director requiring the name to be changed to "Central Valley Forensic Nursing Specialists".

So far in 2019, the Reedley Police Department investigated 25 sexual assault cases and 46 felony Domestic Violence incidents. Not all sexual assaults or domestic violence investigations require forensic examinations, however on average 5 cases require forensic examinations for evidence per year.

The continued ability to partner with now Central Valley Forensic Nursing Specialists will greatly improve the lives of crime victims by providing a caring environment and qualified nurses who follow strict evidence collection guidelines. The partnership established with Forensic Nurse Specialists will continue to flourish under the new Owner/Director for Central Valley Forensic Nursing Specialists. It is the intent of all involved parties to provide a safe space for victims to ensure assistance is provided, evidence is collected, and successful prosecution of suspects is attained.



## **FISCAL IMPACT**

Included in the MOU is the cost of each examination when required. The anticipated costs have been assumed in the FY 2019-2020 budget.

## **PRIOR COUNCIL ACTIONS:**

Similar agreement approved in prior years.

## **ATTACHMENTS:**

1. Agreement between the City of Reedley and Central Valley Forensic Nursing Specialists.
2. Letter from Dr. Margie Jessen indicating her retirement.