

**From:** Holly C. Lytle [Holly.Lytle@ca.epcounty.com]  
**Sent:** Monday, May 05, 2008 9:20 AM  
**To:** Irene Santiago  
**Subject:** KK-08-183 Contract Review Form

**EL PASO COUNTY LEGAL REVIEW FORM**

**KK-08-183**

Contract Description: 2008 NMS Toxicology Services Agreement for Medical Examiner's Office

**COUNTY ATTORNEY ACTION\*\***

**\*\*Requested Amendments/Clarifications:** Please list any questions or comments you have regarding the terms of the contract, as well as any specific provisions to which you object, or which you want to have changed.

Approved as to Form as Submitted

Approved as to Form with Amendments/Modifications/Reservations Noted Below\*

Not Approved

This document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

**Holly C. Lytle**

**Assistant County Attorney**

**Date: 5/5/08**

## CONTRACTOR SERVICES AGREEMENT

This Agreement is entered into by and between the County of El Paso ("County"), a political subdivision of the State of Texas and National Medical Services (NMS) ("Contractor").

**WHEREAS**, the County issued Bid #08-039 to solicit bids for services to the El Paso County Medical Examiner's Office for toxicology services; and

**WHEREAS**, the Contractor was awarded the contract by the El Paso County Commissioners Court on April 28, 2008.

**NOW, THEREFORE**, the parties mutually agree as follows:

1. Scope of Services Performed by Contractor. Contractor will provide postmortem toxicology panels as follows:

- a. RapidTox Service consists of RapidTox Panel I (Drugs of Abuse and Alcohol Panel), and RapidTox Panel II (Therapeutic Agents, Drugs of Abuse and Alcohol Panel). RapidTox services include:
  - Routine screening of both blood and urine with quantitative confirmation testing performed in blood
  - Routine turn around time of 7 business days from receipt of RapidTox samples
  - Certifying scientist's review with computer generated report.
- b. Additional testing for metals/metalloids, carboxyhemoglobins, and/or vitreous electrolytes includes:
  - Screening and quantitative confirmation testing for all compounds included in the scope of the panel
  - Toxicologist directed analysis based on provided case history
  - Typed analysis report with a Toxicologist's certification and signature
  - Toxicologist assistance with routine questions regarding interpretation
- c. All testing includes:
  - Preprinted account requisition forms
  - Specimen collection/shipping kits
  - Prepaid Federal Express shipping
  - Forensic Client Support services available from 8:00 a.m. – 8:00 p.m. (EST)

2. Time of Performance. The duties of the Contractor shall commence on May 12, 2008 and terminate on May 11, 2009.

3. Compensation and Method of Payment.

Price for testing each case regardless of amount of specimens:

RapidTox I	\$135.00
RapidTox II	\$224.00

Price for additional testing:

2661B Metals/Metalloids (Blood) Arsenic, Lead, Mercury	\$176.00
1002B Carboxyhemoglobin Screen	\$53.00
1916FL Vitreous Electrolytes	\$84.00

Discount rate for over 300 cases per year:

RapidTox I	\$130.00
RapidTox II	\$210.00

If the County requests any testing that is not listed above, County agrees to pay the price listed in the 2008 NMS Fee Schedule issued on March 1, 2008.

Contractor shall submit invoices for all services rendered to the Medical Examiner. County shall pay Contractor within thirty (30) days following receipt of each invoice. Any penalties or interest for late payment must comply with Chapter 2251 of the Texas Government Code.

4. Independent Contractor. Contractor is an independent contractor, and neither Contractor nor Contractor's staff is, or shall be deemed, County's employees. In its capacity as an independent contractor, Contractor agrees and represents, and County agrees, as follows:

(a) Contractor will furnish all equipment and materials used to provide the services required by this agreement.

(b) The services required by this agreement shall be performed by Contractor and County shall not be required to hire, supervise or pay anyone to help Contractor.

(c) County shall not provide insurance coverage or benefits of any kind for Contractor or Contractor's employees.

(d) Contractor will pay all taxes arising by reason of Contractor's revenues hereunder, including all taxes upon property owned by Contractor.

5. Termination of Agreement. Either party has the right to terminate this agreement for any reason upon thirty (30) days written notice.

6. General Provisions.

(a) Sole agreement. This Agreement and the bid submitted by Contractor in Bid #08-039 (to include the 2008 NMS Fee Schedule), which is incorporated herein, contain the entire agreement between Contractor and County. If there exists a conflict between this Agreement and bid, this Agreement governs.

(b) Severability. If any part of this agreement is held unenforceable, the rest of the agreement will continue in full force and effect.

(c) Applicable law. This agreement will be governed by the laws of the State of Texas and venue shall be El Paso County, Texas.

(d) Notices. All notices and other communications given in connection with this agreement shall be in writing and shall be deemed given as follows:

To County: County Judge  
El Paso County  
500 E. San Antonio, Suite 301  
El Paso, Texas 79901

CC: Medical Examiner  
El Paso County  
4505 Alberta  
El Paso, Texas 79905

To Contractor: NMS Labs  
3701 Welsh Road  
Willow Grove, PA 19090

Notices shall be deemed given when delivered personally to the recipient's address, or three days after being deposited in the United States mail, postage prepaid to the recipient's address.

(e) Assignment: Contractor may not assign its rights or obligations under this agreement without County's prior written consent.

(f) Amendment. Except as authorized in (g) below, this agreement may not be amended or modified except by a writing executed by both parties hereto.

(g) In the event any federal or state legislative and/or regulatory changes impact Contractor's laboratory testing business, Contractor will retain the right, upon prior written notice to County, to immediately amend this agreement to fully comply with any legislation or regulatory changes.

IN WITNESS HEREOF, the parties have executed this agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

THE COUNTY OF EL PASO:

NATIONAL MEDICAL SERVICES:

By: \_\_\_\_\_  
County Judge Anthony Cobos

By: \_\_\_\_\_  
Shelly Carolan  
Vice President of Sales &  
Marketing