

**CONTRACTOR SERVICES AGREEMENT
BETWEEN
COUNTY OF EL PASO TEXAS AND NATIONAL MEDICAL SERVICES**

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 #12-038 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 July 9, 2012.;

WHEREAS, the contract awarded by the County (KK-2012-0378) is set to expire August 27, 2015 and provides that by mutual agreement the contract may be renewed for an additional 2-year term; and

WHEREAS, THE County and the Contractor desire to renew the 2012 contract under similar terms and conditions, to include a price adjustment not to exceed 3% of prior pricing as shown below;

NOW, THEREFORE, the parties mutually agree as follows:

1. Scope of Services Performed by Contractor. Consistent with the terms and conditions of KK-2012-0378, Contractor shall provide Forensic Toxicology Services for the El Paso County Medical Examiner for the purpose of death investigations where drugs of abuse and/or common alcohols are suspected contributors to the cause of death, or as a drug-related general unknown. Contractor will provide postmortem toxicology panels as follows:
 - a. Basic Postmortem Toxicology which consists of the Basic offering of drugs of abuse and alcohol, and the Expanded Postmortem Toxicology which includes the Basic Postmortem Toxicology package plus a predefined selection of over 350 current, relevant abused and therapeutic drugs or metabolites. Basic and Expanded Postmortem Toxicology 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 postmortem 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 if ordered in conjunction with traditional autopsy panels.
 - Toxicologist assistance with routine questions regarding interpretation

- c. All testing includes:
 - Preprinted account requisition forms
 - Specimen collection/shipping kits
 - Prepaid Federal Express shipping (standard overnight services)
 - Forensic Client Support services available from 7:00 a.m. – 7:00 p.m. (CST).

2. Time of Performance. This is an extension of the contract between contractor and County (KK-2012-378) which shall expire on August 27, 2015. Pursuant to the terms of this extension, the Contractor shall continue to perform the same services of the 2012 contract for an additional period of two years ending on August 26, 2017.

3. Compensation and Method of Payment.

All Pricing shall be in accordance with the attached "NMS Labs 2015 List Fee Schedule" ("Attachment B") except for those services shown on the attached Attachment A. The services shown on Attachment A shall be billed at the "New Discount" price shown.

Price for testing each case regardless of amount of specimens:

Acode 8051B Basic Postmortem Panel, Blood	\$135.00
Acode 8052B Expanded Postmortem Panel, Blood	\$237.00
Acode 8050U Urine Drug Screen w/6-MAM	\$0

Price for additional testing:

2661B Metals/Metalloids (Blood)	
Arsenic, Lead, Mercury	\$154.00
1000B Carboxy-, Met- and Sulf-Hemoglobin, Blood	\$ 68.00
1919FL Vitreous Electrolytes	\$ 68.00

Discount rate for over 200 cases per year is 1%:

Basic Postmortem Panel, Blood	\$133.65
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Expanded Postmortem Panel, Blood

\$234.63

If the County requests any testing that is not listed above, County agrees to pay the price listed in the 2012 NMS Fee Schedule issued on March 1, 2012 and attached to this Contract.

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, 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 sixty (60) days written notice.

6. General Provisions.

(a) Sole agreement. This Agreement amends the terms and conditions of the prior Agreement (County Contract # KK-2012-0378) and the bid submitted by Contractor in Bid #12-038 (to include the 2012 NMS Fee Schedule), which are incorporated into this Agreement. If there exists a conflict between this Agreement and the prior 2012 Agreement and bid, this Agreement governs. The pricing shown in the referenced Attachments A and B shall be effective August 27, 2015 through September 30, 2017.

(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 submitted to:

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.

(g) The changes evidenced by this Agreement shall be effective August 27, 2015.

Signatures on Following Page

THE COUNTY OF EL PASO:

NATIONAL MEDICAL SERVICES:

By: _____
County Judge Veronica Escobar

By: _____
Shelly Carolan
Vice President of Sales & Marketing

Date: _____

Date _____

Signature Page for

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