



**LABORATORY SERVICES AGREEMENT**  
Agreement No. **1000028-IFL-NRICHTX**

**National Medical Services, Inc. d/b/a NMS Labs** ("NMS Labs") located at 3701 Welsh Road, Willow Grove, PA 19090, agrees to provide laboratory testing and related services for the **City of North Richland Hills** ("Client") located at 4301 City Point Drive, North Richland Hills, TX 76180 pursuant to the terms and conditions of this Agreement.

**I. SERVICES PROVIDED**

- a. Laboratory testing and services covered by this Agreement are as described in Exhibit A & B.
- b. In the event that Client requires a change to the nature, scope, or delivery of agreed upon services, Client shall provide a request to NMS Labs in writing. NMS Labs will provide an estimate of work required and associated costs to meet the request. Any changes to this Agreement shall be agreed to in writing by both parties and an Amendment to this Agreement shall be executed.

**II. PERIOD OF PERFORMANCE**

The Effective Date of this Agreement is **07/01/18** and will apply to commitments made by NMS Labs as outlined in Exhibits A and B from **07/01/18** and ending on the Completion Date of **09/30/2021**, with an option to extend the Agreement up to two additional one year periods. The period of performance of this Agreement will continue unless terminated pursuant to the terms of this agreement or extended by mutual written agreement of the parties.

**III. COMPENSATION**

NMS Labs will bill Client for services performed in accordance with this agreement as outlined in Exhibit A and B.

**IV. USE OF SUBCONTRACTORS**

- a. NMS Labs may utilize independent or third-party contractors or subcontractors to perform all or any part of its obligations under this Agreement.
- b. NMS Labs may be required to release certain patient information to said contractors. NMS will use reasonable commercial efforts to protect health information (as that term is defined in the Privacy Regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"))

**V. USE OF NMS NETWORK LABS**

Under the terms of this agreement, NMS Labs is authorized by the Client to utilize one of its and/or American Society of Crime Laboratory Directors/Laboratory Accreditation Board (ASCLD-LAB) *International* ISO17025 accredited network laboratories to perform all or part of the work performed under this agreement.

**VI. CLIENT RESPONSIBILITIES**

- a. Client's personnel shall cooperate with NMS Labs personnel, providing assistance and information as needed, to ensure testing services can be completed in accordance with this Agreement.
- b. Client shall adhere to the sample requirements set forth by NMS Labs located at: <http://www.nmslabs.com/sample-submission/>.
- c. In the event Client submits samples to NMS Labs that do not adhere to NMS Labs' sample submission requirements, NMS Labs will proceed with the following action:

The Information Contained in this Document is the Intellectual Property of NMS Labs and is Privileged and Confidential



- 1) Provide notice to Client that testing cannot be performed on the samples provided by Client and;
- 2) Stop all work under the current Agreement until Client takes action to terminate or amend the current Agreement

Client will be responsible for reimbursing NMS Labs for all costs incurred in the performance of this Agreement as outlined in Exhibit A & B.

## VII. PRIOR AGREEMENTS

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior understandings, arrangements, and agreements, oral or written, relating to the services provided herein.

## VIII. TERMINATION

This Agreement may be terminated by either party at any time for any reason with **thirty (30)** days prior written notice. If the Client should terminate the agreement prior to the end date, the Client shall reimburse NMS Labs for all costs under this agreement, not previously paid, for services rendered for the performance of this contract before the effective date of the termination. The Client shall also reimburse NMS Labs for those costs that may continue for a reasonable time after the termination date with the approval of or as directed by the Client. NMS Labs shall discontinue these costs as rapidly as practical.

## IX. PAYMENT

- a. Payment is due to NMS Labs 30 days from invoice date. Invoices are provided on a monthly basis and capture billing for services completed and rendered in that calendar month.
- b. NMS Labs reserves the right to charge a finance charge on any past due balance at either one percent (1 %) per month or the maximum rate that the law permits, whichever is less.
- c. NMS Labs will collect from Client all applicable federal, state, local and other taxes and other amounts as required by law, rule or regulation.
- d. All invoices will be rendered by NMS Labs in United States dollars and all payments to NMS Labs are to be made in United States dollars.

## X. LEGISLATIVE AND REGULATORY CHANGES

NMS Labs reserves the right to immediately amend this Agreement to comply with any changes to federal or state laws or regulations in order to comply with said changes.

## XI. COMPLIANCE WITH LAWS

NMS, its employees, and personnel shall comply with all applicable statutes, ordinances, rules, regulations, and other similar requirements pertaining to the profession(s) of their employees and to the Services provided under this Agreement. NMS will use reasonable commercial efforts to perform the services provided hereunder in compliance with all applicable local, state, and federal licensing, certification and accreditation standards and requirements including any applicable standards for laboratories participating in the Medicare and state Medicaid programs.

## XII. CONFIDENTIALITY

To the extent permitted by law, each party shall hold all Confidential Information in confidence. To the extent permitted by law, neither party shall disclose any Confidential Information without the knowledge and written approval of the authorized other party. For purposes of this Agreement "Confidential Information" means all information and know-how of a scientific, technical, operational or economic nature-, the results

of analysis provided hereunder and all Innovations. Confidential Information shall not include (i) information generally available to the public through no fault of the other party, (ii) information which the other party had already had knowledge of, (iii) information which has become part of the public domain through no fault of a party, and (iv) information ordered to be disclosed by subpoena, other legal process or requirement of law. Each party agrees to return or destroy, on demand and without delay, any and all Confidential Information (including any and all copies thereof) of the other party which has come into its possession, provided, however, that NMS Labs may retain such media and materials containing Confidential Information for customary archival and audit purposes (including with respect to regulatory compliance). This Section shall survive any termination or expiration of this Agreement.

### **XIII. DISCLOSURE OF INNOVATIONS; OWNERSHIP OF INNOVATIONS**

- a. Client acknowledges that (i) prior to the date hereof NMS Labs has created, made, conceived, developed or reduced to practice, alone or jointly with others, inventions, improvements and other innovations, including, but not limited to, techniques and methodologies (including clinical methodologies) and markers, whether or not such inventions, improvements or other innovations are eligible for patent, copyright, trademark, trade secret or other legal protection and (ii) during the course of performance of the services hereunder, NMS Labs may create inventions, improvements and other innovations, may make, conceive, develop or reduce to practice, alone or jointly with others, inventions, improvements and other innovations, including, but not limited to, techniques and methodologies (including clinical methodologies) and markers discovered during testing (collectively, "Innovations"). Examples of Innovations shall include, but are not limited to, discoveries, research, inventions, formulas, techniques, business methods, know-how, marketing plans, new product plans, advertising, packaging and marketing techniques and improvements to computer hardware or software.
- b. Client agrees that all Innovations will be the sole and exclusive property of NMS Labs. Client hereby assigns all of Client's rights, title or interest in the Innovations and in all related patents, copyrights, trademarks, trade secrets, rights of priority and other proprietary rights to NMS Labs. At NMS Labs' request and expense, during and after the term of this Agreement, Client will use best efforts to reasonably assist and cooperate with NMS Labs in all respects and will execute documents approved for execution by Client, and, subject to Client's reasonable availability and upon consent by Client's legal counsel, give testimony and take further acts requested by NMS Labs to obtain, maintain, perfect and enforce for NMS Labs patent, copyright, trademark, trade secret and other legal protection for the Innovations. In accordance with this section, Client agrees to execute and deliver to NMS Labs such further instruments or documents as may be requested by NMS Labs in order to effectuate the purposes of this Section. This Section shall survive any termination or expiration of this Agreement.

### **XIV. NO OTHER WARRANTIES**

EXCEPT AS OTHERWISE SET FORTH HEREIN, NMS LABS MAKES NO REPRESENTATIONS NOR PROVIDES ANY WARRANTIES WHATSOEVER, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER IMPLIED OR STATUTORY, WITH REGARD TO THE SERVICES TO BE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. THIS SECTION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

### **XV. LIMITATION OF LIABILITY AND DAMAGES**

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOOD WILL, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS), WHETHER THE BASIS OF THE LIABILITY IS IN BREACH OF AGREEMENT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY



OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MAY ARISE. ACTIONS COVERED HEREIN INCLUDE BUT ARE NOT LIMITED TO; MISHANDLING OR LOSS OF PATIENT SAMPLES OR THE MISHANDLING OR LOSS OF PATIENT INFORMATION INCLUDING TESTING RESULTS. EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, THE LIABILITY OF NMS LABS TO CLIENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF COMPENSATION RECEIVED BY NMS LABS FROM CLIENT HEREUNDER DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH DAMAGES WERE INCURRED. THE PARTIES INTEND TO HAVE THIS LIMITATION OF LIABILITY SURVIVE ANY DETERMINATION THAT THE EXCLUSIVE REMEDIES PROVIDED TO CLIENT HEREUNDER HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THIS SECTION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

#### **XVI. INDEMNIFICATION**

To the extent permitted by law, each party shall defend, indemnify, and hold the other party, its subsidiaries and affiliates, and each of their respective employees, officers, directors, attorneys, agents, and representatives, harmless from and against any and all claims, liabilities, expenses, losses, demands, damages, fines, penalties, and causes of action of every kind and character from any cause whatsoever, made, incurred, sustained, or initiated by any third party (including any employee, contractor or representative of a party hereto or any of their respective family members), arising out of, incident to, or in connection with such party's infringement of any third party's Ownership of Innovations intellectual property rights. This Section shall survive any termination or expiration of this Agreement.

#### **XVII. FORCE MAJEURE**

Neither party shall be deemed to be in default of any provision of this Agreement, nor be liable for any delay, failure in performance or interruption of services, resulting directly or indirectly from acts of God, embargoes, quarantines, civil or military authority, civil disturbance, insurrection, war, acts of terrorism, fire, other catastrophes or any such other cause beyond its control.

#### **XVIII. GOVERNING LAW/VENUE**

This Agreement shall be governed by and construed under the laws of the State of Texas, without regard to that state's conflicts of laws principles. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may only be brought against any of the parties in the courts of Tarrant County, Texas in the United States District Court of the Northern District of Texas. The non-prevailing party in any action described in this Section shall pay the prevailing party's reasonable attorneys' fees as awarded by the court. This Section shall survive any termination or expiration of this Agreement.

#### **XIX. HIPAA COMPLIANCE**

Each party, represents and warrants that with respect to all protected health information (as that term is defined in the Privacy Regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), it is a covered entity (and not a business associate of the other party) under the Privacy Regulations and that it shall protect the privacy, integrity, security, confidentiality and availability of the protected health information disclosed to, used by, or exchanged by the parties by implementing and maintaining privacy and security policies, procedures, and practices, and administrative, physical and technological safeguards and security mechanisms that reasonably and adequately protect the confidentiality, integrity and availability of the protected health information created, received, maintained or transmitted under this agreement, all as required by, and set forth more specifically in, the Privacy Regulations and the Security Regulations, as each may be amended from time to time. In the event HIPAA



or the Privacy Regulations or Security Regulations require any addition to or modification of this Agreement, the parties shall use commercially reasonable efforts to agree upon such additions or modifications in a timely manner. If such agreement cannot be reached in a timely manner, either party may terminate this Agreement by written notice to the other party.

**XX. EQUITABLE RELIEF**

Nothing in this Agreement shall be construed to prevent NMS Labs from seeking or obtaining a preliminary or permanent injunction or other equitable relief in any court of competent jurisdiction in the event of a breach by Client of any provisions of this Agreement. This Section shall survive any termination or expiration of this Agreement. Each party hereby represents and warrants to the other party that such party has caused this Agreement to be executed and delivered by a duly authorized representative of such party.

**XXI. Notices**

**1. All Notices will be in writing and addressed as follows:**

To National Medical Services, Inc.:

ATTN: Andrew Nolan  
Vice President of Finance  
3701 Welsh Road  
Willow Grove, PA 19090

To Client:

Mark Hindman, City Manager  
4301 City Point Drive  
North Richland Hills, TX 76180  
817-427-6000  
mhindman@nrhtx.com

With a Copy to:

Jimmy Perdue  
Chief of Police  
4301 City Point Drive  
North Richland Hills, TX 76180  
police@nrhtx.com  
817-427-7000

Communications between NMS Labs and Client related to the direction or performance of this Agreement must be by letter, fax, or email, each having the same authority and constituting acceptable modes of communication under this Agreement. Formal Notice requires an original letter, or fax thereof, signed by the authorized representative identified in this Agreement. All Notices sent by letter will be deemed effective when confirmation of receipt is sent by the respective party's Notice Contact listed above. Notices transmitted via fax or communications transmitted via email will be deemed effective only upon confirmation of receipt of the fax or email transmission by email reply.

**XXII. SEVERABILITY**

Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of



the Agreement. Each valid provision hereof will be enforced to the fullest extent permitted by law. In the event any provision of this Agreement is determined to be invalid or unenforceable, the Parties will negotiate in good faith to create a provision that will be enforceable and is as consistent as possible with the original provision.

**XXIII. ASSIGNMENT**

The obligations assumed under this Agreement cannot be delegated and the rights cannot be assigned without the prior written approval of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

**NATIONAL MEDICAL SERVICES, INC.  
d/b/a NMS Labs**

\_\_\_\_\_  
**Client** (Signature)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)

\_\_\_\_\_  
Title (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATEST

By: \_\_\_\_\_  
Alicia Richardson  
City Secretary

APPROVED TO FORM AND LEGALITY

By: \_\_\_\_\_  
Maleshia B. McGinnis  
City Attorney



**EXHIBIT A – PRICING**

**1. PRICING INCLUDED IN MONTHLY SERVICE FEE FOR YEARS 1 & 2**

Pricing and Expected volumes for IFS services provided under this agreement for Years 1 & 2 are as listed below.

<b>Acode</b>	<b>Description</b>	<b>Term</b>	<b>Years 1 &amp; 2 Price per Test</b>
99100	Monthly Services Fee Includes testing and services listed below	2 years	\$5,707.92
<b>Testing included in Monthly Service Fee</b>			

**Contract Pricing; Year 1 and 2  
07/01/2018- 9/30/2020**

<b>Acode</b>	<b>Description</b>	<b>Projected Annual Volume Covered under Agreement Amount</b>	<b>Price per Test</b>
11000	Blood Alcohol Content	100	\$0.00
92000	Blood Alcohol Content Collection Kit, Basic, per Kit	250	\$0.00
21000	Controlled Substances - Marijuana Only by Microscopic, Color and TLC	100	\$0.00
22000	Controlled Substances - GC/MS Scan and Color	200	\$0.00
22500	Controlled Substances ID by GC/MS Scan and Botanical Color	5	\$0.00
24000	Pharmaceutical Identification (Visual Exam Only)	25	\$0.00
25000	Controlled Substances - (Syringe) - Dual GC/MS Scan	10	\$0.00
26000	Controlled Substances - Dual GC/MS Scan	40	\$0.00
29000	Controlled Substances - Targeted ID by FTIR and Color	25	\$0.00
29908	Comprehensive Stimulants and Hallucinogens Add-On	5	\$0.00
92500	Case Set-Up (Hourly Rate)	15	\$0.00
95200	Evidence Delivery and Pick-Up, Per Round Trip - within 25 miles	52	\$0.00
NMS8150B	ProofPOSITIVE® Drug Impaired Driving/DRE Toxicology Panel, Blood (Forensic)	30	\$0.00



8152B	DUID/DRE Expanded Drug Screen Add-On ProofPOSITIVE®, Blood (Forensic)	5	\$0.00
91100ES	IFS Local - Expert Opinion Report (Hourly Rate)	20	\$0.00
91300ES	IFS Local -Travel Time (Hourly Rate)	40	\$0.00
92100ES	IFS Local -Deposition (Hourly Rate)	40	\$0.00
94000ES	IFS Local -Testimony (Hourly Rate)	80	\$0.00
95300ES	IFS Local -BAC Litigation Package	5	\$0.00
96600ES	IFS Local -Pretrial Preparation (Hourly Rate)	20	\$0.00
96701ES	IFS Local -Affidavit	20	\$0.00

## 2. PRICING INCLUDED IN MONTHLY SERVICE FEE FOR YEAR 3

Pricing and Expected volumes for IFS services provided under this agreement for Year 3 is as listed below.

Acode	Description	Term	Year 3 Price per Test
99100	Monthly Services Fee Includes testing and services listed below	1 year	\$5,936.25
<b>Testing included in Monthly Service Fee</b>			

### Contract Pricing; Year 3 10/01//2020-09/30/2021

Acode	Description	Projected Annual Volume Covered under Agreement Amount	Price per Test
11000	Blood Alcohol Content	100	\$0.00
92000	Blood Alcohol Content Collection Kit, Basic, per Kit	250	\$0.00
21000	Controlled Substances - Marijuana Only by Microscopic, Color and TLC	100	\$0.00
22000	Controlled Substances - GC/MS Scan and Color	200	\$0.00
22500	Controlled Substances ID by GC/MS Scan and Botanical Color	5	\$0.00
24000	Pharmaceutical Identification (Visual Exam Only)	25	\$0.00
25000	Controlled Substances - (Syringe) - Dual GC/MS Scan	10	\$0.00
26000	Controlled Substances - Dual GC/MS Scan	40	\$0.00
29000	Controlled Substances - Targeted ID by	25	\$0.00





	FTIR and Color		
29908	Comprehensive Stimulants and Hallucinogens Add-On	5	\$0.00
92500	Case Set-Up (Hourly Rate)	15	\$0.00
95200	Evidence Delivery and Pick-Up, Per Round Trip - within 25 miles	52	\$0.00
NMS8150B	ProofPOSITIVE® Drug Impaired Driving/DRE Toxicology Panel, Blood (Forensic)	30	\$0.00
8152B	DUID/DRE Expanded Drug Screen Add-On ProofPOSITIVE®, Blood (Forensic)	5	\$0.00
91100ES	IFS Local - Expert Opinion Report (Hourly Rate)	20	\$0.00
91300ES	IFS Local -Travel Time (Hourly Rate)	40	\$0.00
92100ES	IFS Local -Deposition (Hourly Rate)	40	\$0.00
94000ES	IFS Local -Testimony (Hourly Rate)	80	\$0.00
95300ES	IFS Local -BAC Litigation Package	5	\$0.00
96600ES	IFS Local -Pretrial Preparation (Hourly Rate)	20	\$0.00
96701ES	IFS Local -Affidavit	20	\$0.00

- a. The services outlined in the table in Section 1 will be billed at **\$5,707.92** per month for **a period of two years and three months** for a total estimated amount of **\$154,113.84 for Years 1 & 2 of the Agreement**. In Year 3 of the Agreement, the services outlined in the table in Section 2 will be billed at **\$5,936.25** per month for a **period of one year** for a total estimated annual amount of **\$71,235**. The total estimated amount is based on the volume of services as outlined in the tables above.
- b. NMS Labs reserves the right to renegotiate the pricing annually for the work performed under this agreement throughout the term of this Agreement, if the volume of monthly submissions or ordering of covered Expert Services is trending at a rate that exceeds the annual estimate, as outlined in the table above. Beginning in year three (3), should NMS Labs determine that renegotiations are required, then NMS labs will notify the Client, in writing, by March 1st of the year prior to the contract renewal. NMS Labs and the Client will mutually agree on either an increased monthly service fee and/or charging for tests exceeding volumes outlined in the table above at a price per test basis. Notwithstanding the foregoing, should an increase in service fees exceed the prior year's fees by more than 5% NMS Labs will provide the Client with a report showing the volume of testing ordered exceeding the volumes included as part of the applicable monthly fee.

Acode	Description	Estimated Qty per Year	Price under Agreement	Estimated Expenditures
40201	DNA Analysis, Casework	25	\$708.00	<b>\$17,700.00</b>
40202	DNA Analysis, Reference	25	\$558.00	<b>\$13,950.00</b>
40250	DNA Analysis, Property Crime	0	\$110.00	<b>\$0.00</b>



40251	DNA Analysis, Data Pack	5	\$100.00	<b>\$500.00</b>
40200	Sexual Assault Victim Evidence Collection Kit Examination	12	\$215.00	<b>\$2580.00</b>
40210	DNA Differential Analysis, Sex Assault	3	\$1,207.00	<b>\$3621.00</b>
40211	DNA Differential Extraction Only, Sex Assault	1	\$274.00	<b>\$274.00</b>
40578	DNA Sexual Assault Kit Backlog, Y-Screen	5	\$1,638.00	<b>\$8,190.00</b>

All Expert Services on **DNA Casework** will be billed at the NMS Labs Prevailing LIST price fee schedule for Expert Services.

- **PRICING FOR LOCAL DNA DATABASING SERVICES:**

No samples may be submitted to NMS Labs for local DNA Databasing until a separate agreement has been fully executed between the parties.

#### **4. COVERED ENTITIES**

The pricing effective under this agreement is extended to the following entities:

**The City of North Richland Hills**

Unless specifically identified above, the pricing effective under this agreement shall not be applied to any other entities without prior written approval from NMS Labs.



## EXHIBIT B – CUSTOMIZED TERMS

### 1. NON-COVERED TESTING

Any services not included in Exhibit A and necessary to the performance of the work in accordance with this Agreement shall be billed at prevailing List Price Fees.

### 2. TESTIMONY AND TRAVEL COSTS

Should the Client require NMS Labs to facilitate Experts to provide testimony or consultations on cases for which NMS Labs conducted the testing, NMS Labs will charge the Client in accordance with its Expert Services Fee schedule. Client is responsible for reimbursing NMS Labs for all travel expenses related to providing testimony or consultations for the Client.

Under the terms of this agreement NMS Labs is NOT responsible for providing Expert Services to the Client for cases that were:

- Tested prior to the effective date of this agreement and;
- NOT tested by NMS Labs

### 3. ADDITIONAL SERVICES

The following services are included in the price under this agreement:

- **Discovery Packages and Litigation Packages:** NMS Labs shall provide an estimated 5 packages throughout the term of this agreement for fees as outlined in Exhibit A. **The estimated volume stated is double the amount that NMS expects will be utilized under this agreement.**
- **Miscellaneous Forms:** Pricing included in Exhibit A includes administration of the following forms:
  - a. **Restitution:** To be provided in NMS Labs' standard format. These forms will be submitted to **North Richland Hills Police Department as desired by the client.**
  - b. **Affidavits:** NMS Labs will provide un-notarized affidavits using NMS Labs' standard format. Affidavits will accompany reports submitted to the Client.

NMS Labs shall provide additional forms upon request of the Client for fees as outlined in NMS Labs' Expert Fee Schedule.

Additional Forms required by the Client are listed below:

- c. **Monthly Usage Reports:** in a format to be provided by the Client. North Richland Hills Police Department on a monthly basis, or as requested.

### 4. SAMPLE RECEIPT –

NMS Labs will provide Courier service to pick up samples from Client at **The North Richland Hills Police Department; 4301 City Point Drive North Richland Hills, TX 76180**, between **Monday and Friday** during the hours of **10:00-15:00 CST**.



## 5. SAMPLE RETENTION/STORAGE

Samples are stored and retained in accordance with NMS Labs Standard Operating Procedures to maintain compliance with its accrediting bodies.

Clinical specimens are routinely retained for two (2) weeks after the date of report. Specimens handled as forensic cases are routinely retained for six (6) weeks after the final report is issued.

Under the terms of this agreement, NMS Labs **will not** store Client's DNA samples longer than six (6) weeks.

DNA samples will not be destroyed or discarded. All DNA samples will be returned to the Client in accordance with this agreement.

## 6. SAMPLE RETURNS

Under this agreement the Client **requires** samples to be returned. NMS Labs will not charge the Client an additional fee for the return of samples if the Client agrees to schedule an appointment to pick up the samples from: **NMS Labs Courier Service** during routine sample pick-up and deliveries as included in this contract. The address for sample pickup and delivery is agreed upon as;

***North Richland Hills Police Department  
4301 City Point Drive  
North Richland Hills, TX 76180***

Should the Client request that samples be shipped directly to the Client's address or another address, the Client will be charged an additional fee for the return of the samples.

## 7. SUPPLIES

NMS Labs will provide the following collection and shipping supplies for work under this agreement:

- a. **92000 Blood Alcohol Content Collection Kit, Basic**: 250, per annum
- b. **Requisition Forms as requested by client**

## 8. SPECIAL BILLING REQUIREMENTS

Should NMS Labs determine that the Client requires customizations to its standard billing; the Client will be charged an additional fee.