

**AMENDMENT NO. 1 TO
LABORATORY SERVICES AGREEMENT
AGREEMENT NO. 1000028-IFL-NRCHTX**

This **AMENDMENT NO. 1** ("Amendment") amends the **Laboratory Services Agreement** ("Agreement") entered into by and between **National Medical Services, Inc. d/b/a NMS Labs** ("NMS Labs") located at 200 Welsh Road, Horsham, PA 19044 and the **City of North Richland Hills** ("Client") located at 4301 City Point Drive, North Richland Hills, Texas 76180, collectively referred to as the "parties" individually referred to as a "party."

RECITALS:

WHEREAS, the parties entered into the Agreement for laboratory testing and services on or about August 7, 2018; and

WHEREAS, the Agreement outlines the pricing in Year 3 and

WHEREAS, the parties desire to amend the Agreement to clarify the pricing outlined for Year 3 of the Agreement.

Exhibit A. is hereby amended by deleting Section 2 in its entirety and substituting herewith:

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

Pricing and Expected volumes for IFS services provided under this agreement for Year 3 (10/01/2020 – 09/30/2021) is as listed below:

Category	ACODE	Description	Term	Year 3 Monthly Fee
Monthly Service Fee	99100	Monthly Service Fee includes testing and services listed below	12 months	\$5,936.25

Category	ACODE	Description	Projected Annual Volume Covered under Monthly Fee Agreement	Price per Test
Expert Services	70171ES*	Testimony	180hrs	\$0
	95300ES, 96700ES, 99000ES	Litigation Pack	5	\$0
	91100ES	Expert Opinion Report	20	\$0
	96701ES	Affidavit	20	\$0
Evidence Pickup	95200, 96200, 97200, 99200, RETURN	Evidence Delivery and Pick-Up, Per Round Trip	52	\$0
BAC Kits	92000	Blood Alcohol Collection Kit	250	\$0

BAC	11000	Blood Alcohol Analysis	100	\$0
DRUG ID	21000, 22000, 22500, 23000, 24000, 25000, 26000, 29000, 29908, 29909, 92500, 27130, 27150	Analysis to include all identification of illicit drugs of abuse, syringes, case setup fee, and hemp vs. marijuana differentiation for plants and oils	435	\$0
DUID Toxicology	NMS8150B	ProofPOSITIVE® Drug Impaired Driving/DRE Toxicology Panel, Blood	35	\$0
Analysis Total			570	

*91300ES, 92100ES, 94000ES, 94500ES, 94510ES, 96600ES - These were the Acodes used previously for Expert Services – Testimony. Moving forward these Acodes will be grouped together and known as Acode 70171ES.

- 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 the Client exceed a volume of 656 (“volume allowance”) for testing/services listed in the pricing table in Section 2 then the Client shall pay NMS Labs \$120 for all tests ordered after the volume allowance has been exceeded. In Year 3, should the Client exceed its volume of Expert Services listed in the pricing table in Section 2 then the Client shall pay for these services in accordance with its Expert Services Fee Schedule.
- c. **Testing excluded from the Monthly Service Fee:**
 - i. Should the Client order testing for edibles or waxes (once available) to determine the presence of THC or other illegal substances, Client shall pay \$200 per item analyzed. The Client shall pay for these tests in addition to the monthly service fee.
 - ii. NMS8152B - ProofPOSITIVE® Drug Impaired Driving/DRE Toxicology Expanded Drug Screen Add-On, Blood (Forensic) is not included in the monthly service fee. This will be available as an add on to the NMS8150B. Pricing will be at prevailing price list. The Client shall pay for this test in addition to the monthly service fee.”

Exhibit A. Section 3 is amended by reformatting the sentence following the pricing table to the following:

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

Exhibit A. Section 3 is further amended by adding subsection b. after subsection a. as follows:

“b. All other testing prices not identified in this Agreement shall be billed at Prevailing LIST Price

Fees.”

All other terms of the Agreement not amended herein remain in full force and effect.

IN WITNESSS WHEREOF, the parties have agreed to the foregoing and caused this Amendment to be executed as of the date set forth below.

CITY OF NORTH RICHLAND HILLS:

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

By: _____

Mark Hindman, City Manager

By: _____

Dan Monahan, President & CEO

Date: _____

Date: _____

ATTEST:

By: _____

Alicia Richardson
City Secretary

APPROVED TO FORM AND LEGALITY:

By: _____

Maleshia B. McGinnis
City Attorney