

AGREEMENT NO. 2024-188
COLLIN COUNTY
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT by the authority of Commissioners Court as provided under Government Code, Chapter 2254, PROFESSIONAL AND CONSULTING SERVICES, is entered into by and between National Medical Services, Inc. dba NMS Labs, herein referred to as "Provider," and Collin County, Texas.

STATEMENT OF WORK: As described within "RFQ 2024-188, Postmortem Toxicology – Section 3 Scope of Services".

AWARD AND COMPENSATION FOR SERVICES: Provider will invoice the County monthly for the amount of provided services as described above by invoices to include all information as described below and within Exhibit B (Collin County TX RFQ 2024-188 Postmortem Toxicology Agreement Pricing_090124). Services not comprehended in Exhibit B will be billed per the 2024 fee schedule, effective January 1, 2024. No other expense or reimbursement shall be borne by Collin County unless stated herein.

- INVOICES along with a statement indicating the tests completed shall be submitted monthly to appropriate department contact and address.
- PAYMENT will be made in accordance with Government Code, Title 10, Subtitle F, Chapter 2251.
- SALES TAX: Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax.

TERM OF AGREEMENT: This agreement will begin upon Date of Award, and will remain in effect for a period of 1 year, with an option to renew for 3 annual renewals. This agreement may be terminated by either party with a thirty (30) calendar day written notice prior to any cancellation which must state therein the reasons for such cancellation. Collin County reserves the right to terminate the agreement immediately in the event the provider fails to perform in accordance with terms and conditions of the agreement as stated herein.

INDEMNIFICATION: Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injury to or damages received or sustained by any person, persons, or property on account of any negligent act or fault in performance under this Agreement. Provider shall pay any judgment with cost, which may be obtained against Collin County growing out of such injury or damages.

ASSIGNMENT: The Provider shall not assign, sell, transfer, or convey this agreement, in whole or in part, without the prior written consent from Collin County.

FORCE MAJEURE: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

SEVERABILITY: If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

VENUE: This Agreement will be governed and construed according to the laws of the State of Texas. This Agreement is performable in Collin County, Texas.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms and conditions stated in this Agreement. All Change Orders to this Agreement will be made in writing by the Collin County Purchasing Agent.

AUDITS AND RECORDS: The Provider agrees that at any time during normal business hours, and as often as County may deem necessary, Provider shall make available to representatives of the County for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the County to audit, examine, copy and make excerpts

or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of three (3) years from the date of final settlement of this Agreement or of such other or longer period, if any, as may be required by applicable statute or other lawful requirements.

CONFLICT OF INTEREST: No public official shall have interest in this Agreement, in accordance with Government Code Title 5, Subtitled C, Chapter 171.

LIABILITY INSURANCE: Provider agrees to meet all insurance requirements as set forth in Exhibit A, which is attached hereto and thereby made part of this Agreement.

Provider Name

By: David Delia
Title: David Delia
Date: 9/12/2024

Collin County, Texas
By: Michelle Chamoski
Title: Purchasing Agent
Date: 10/11/2024

Court Order 2024-1045-10-07

EXHIBIT A

INSURANCE REQUIREMENTS

1.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

1.1.1 **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability.

- Each Occurrence: \$1,000,000
- Personal & Advertising Injury: \$1,000,000
- Products/Completed Operation: \$2,000,000
- General Aggregate: \$2,000,000

1.1.2 **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.

Employers' Liability

- Liability, Each Accident: \$500,000
- Disease-Each Employee: \$500,000
- Disease – Policy Limit: \$500,000

1.1.3 **Commercial Automobile Liability** insurance including owned, non-owned, and hired vehicles used in connection with the contract.

- Combined Single Limit – Each Accident: \$1,000,000

1.1.4 **Professional/Errors & Omissions Liability** insurance with a two (2) year extended period of coverage, (i.e. tail coverage). If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

- Each Occurrence/Aggregate: \$1,000,000

1.1.5 **Umbrella/Excess Liability** insurance.

- Each Occurrence/Aggregate: \$1,000,000

1.2 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

1.2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be for General Liability, Commercial Automobile Liability and Workers' Compensation.

1.2.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

1.2.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

1.2.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days' notice prior to cancellation, non-renewal or termination of the policy.

1.2.5 All copies of Certificates of Insurance shall reference the project/contract number.

- 1.3 All insurance shall be purchased from an insurance company that meets the following requirements:
 - 1.1.1 A financial rating of A+VII or better as assigned by the BEST Rating Company or equivalent.
- 1.4 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:
 - 1.4.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
 - 1.4.2 Sets forth the notice of cancellation or termination to Collin County.

EXHIBIT B



Collin County TX RFQ 2024-188 Postmortem Toxicology Agreement Pricing

NMS Labs will provide discounted pricing on the following tests listed below. All other pricing will be locked to the 2024 Fee Schedule for the initial year of this agreement. Client will be moved to the current Fee Schedule in the renewal periods.

1. NMS Labs' Basic Postmortem Toxicology Panels cover testing for illicit drugs of abuse, alcohol and commonly abused therapeutic medications. The scope of compounds and metabolites specified are analyzed by initial screening tests for preliminary identification and confirmed by more specific testing methods to provide quantitative identification of specific compounds identified by the initial screening.

Basic Postmortem Toxicology Panels

- Test Code 8041B – Postmortem, Basic w/Vitreous Alcohol Confirmation, Blood = \$167
- Test Code 8051B – Postmortem, Basic, Blood = \$167
- Test Code 8051U – Postmortem, Basic, Urine = \$167
- Test Code 8051TI – Basic Postmortem Toxicology Panel, Tissue = \$311

2. NMS Labs' Expanded Postmortem Toxicology Panels cover testing for illicit drugs of abuse, alcohol, and a broad scope of commonly prescribed or abused therapeutic medications. The scope of compounds and metabolites specified are analyzed by initial screening tests for preliminary identification and confirmed by more specific testing methods to provide quantitative identification of specific compounds identified by the initial screening. These panels include screening with our expanded surveillance library currently containing a total of 77 compounds.

Expanded Postmortem Toxicology Panels

- Test Code 8042B – Postmortem, Expanded w/Vitreous Alcohol Confirmation, Blood = \$230
- Test Code 8052B – Postmortem, Expanded, Blood = \$230

3. NMS Labs' TotalTox™ Postmortem Toxicology Panel covers testing for illicit drugs of abuse, alcohol, a broad scope of commonly prescribed or abused therapeutic medications, and emerging NPS compounds. The scope of compounds and metabolites specified are analyzed by initial screening tests for preliminary identification and confirmed by more specific testing methods to provide quantitative identification of specific compounds identified by the initial screening. These panels not only include screening and confirmation from our expanded surveillance library but also include an additional 15 compounds (including Nitazenes).

Total Postmortem Toxicology Panels

- Test Code 8054B– NMS TotalTox™ Panel, Blood (Forensic) = \$425
- Test Code 8044B– NMS TotalTox™ w/ Vitreous Alcohol, Blood (Forensic) = \$467
 - An all-inclusive version of 10151B from previous agreement with Blood and Vitreous
- Test Code 8130B– Postmortem, TotalTox™ w/Vitreous Alcohol and 6-MAM Confirmation, Blood (Forensic) = \$527
 - An all-inclusive version of 10151B from previous agreement with Blood, Vitreous, and Urine

4. NMS Labs' Targeted Analysis Panels cover testing for highly sought-after categories of analytes via a direct analysis. These panels can be used alone (when applicable) or in conjunction with the panels discussed above.

Targeted Analysis Panels

- Test Code 53249FL – Alcohols and Acetone Confirmation, Vitreous Fluid (Forensic) = \$105
 - [Automatic reflex used in conjunction with 8041B/8042B]
- Test Code 1919FL – Electrolytes and Glucose Panel (Vitreous), Fluid (Forensic) = \$80
 - [Can be ordered as a standalone analysis]



5. NMS Labs' Targeted Analysis Screens cover testing for highly sought-after categories of analytes via a direct analysis.

Targeted Analysis Screens

- Test Code 8092U – Postmortem, Prescription Drugs Screen, Urine (Forensic) = \$517
- Test Code 8092FL – Postmortem, Prescription Drugs Screen, Fluid (Forensic) = \$560
- Test Code 8092TI – Postmortem, Prescription Drugs Screen, Tissue (Forensic) = \$847

NMS Labs will provide prepaid federal express air bills for shipping samples to NMS Labs for testing. Collection kits will be provided at no additional cost.

All samples will be retained for a period of twelve (12) months from the date of the final report. Samples will then be discarded after the retention period unless notified by your office in writing with alternate instructions regarding the disposition of the specimens.

This agreement will begin upon Date of Award and will remain in effect for a period of one (1) year. This contract period may be renewed at one-year intervals for up to three (3) additional years with price redetermination permitted during each renewal.

Sincerely,

A handwritten signature in black ink, appearing to read "Kacie Tross", written in a cursive style.

Kacie Tross
NMS Labs – South Central Territory Manager - Toxicology
Cell phone: 682-252-9202
kacie.tross@nmslabs.com

cc: NMS Labs D365 Database