

# ORIGINAL

## AGREEMENT FOR SERVICES #107-S1010 AMENDMENT I

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This Amendment I to that Agreement for Services #107-S1010, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and National Medical Services, Inc., a Pennsylvania Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 3701 Welsh Road, Willow Grove, PA 19090 and whose Agent for Process of Service is Elsie Brewin, 1611 San Pablo, Berkley, CA 94702; (hereinafter referred to as "Consultant");

### RECITALS

**WHEREAS**, Consultant has been engaged by County to provide selected forensic analysis and toxicology services on an "as requested" basis for the Sheriff's Office, Coroner Division, in accordance with Agreement for Services #107-S1010, dated October 2, 2009, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to amend the term of said Agreement, hereby amending **ARTICLE II, Term**; and

**WHEREAS**, the parties hereto have mutually agreed to amend compensation for services, hereby amending **ARTICLE III, Compensation for Services**; and

**WHEREAS**, the parties hereto have mutually agreed to amend the contract administrator, hereby amending **ARTICLE X, Notice to Parties** and **ARTICLE XIX, Administrator**.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #107-S1010 shall be amended a first time as follows:

**ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of November 1, 2009 through October 31, 2012.

**ARTICLE III**

**Compensation for Services:** For services provided herein, County agrees to pay Consultant monthly in arrears and within thirty (30) days following the County’s receipt and approval of itemized invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rates shall be in accordance with Exhibit "A" marked "National Medical Services Fee Schedule", effective November 1, 2009 through October 31, 2011 and Revised Exhibit “A”, marked “NMS Labs” effective November 1, 2011 through October 31, 2012, both incorporated herein and made by reference a part hereof.

All invoices are to reference Agreement #107-S1010, Amendment I and sent to:

El Dorado County Sheriff’s Office  
Attention: Accounting Department  
300 Fair Lane  
Placerville, CA 95667

Total amount of this Agreement shall not exceed \$99,500.00 for the three (3) year period.

**ARTICLE X**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
SHERIFF’S OFFICE  
300 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: MARC ADAMS, LIEUTENANT

or to such other location as the County directs.

With a carbon copy to:

COUNTY OF EL DORADO  
CHIEF ADMINISTRATIVE OFFICE  
PROCUREMENT AND CONTRACTS DIVISION  
330 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: TERRI DALY, PURCHASING AGENT

Notices to Consultant shall be addressed as follows:

NATIONAL MEDICAL SERVICES, INC.  
3701 WELSH ROAD  
WILLOW GROVE, PA 19090  
ATTN: JAMES MURPHY, ~~VICE PRESIDENT OF FINANCE~~


or to such other location as the Consultant directs.

**ARTICLE XIX**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Marc Adams, Lieutenant, Sheriff's Office, or successor.

Except as herein amended, all other parts and sections of that Agreement #107-S1010 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By:  Dated: 9/8/11  
Marc Adams, Lieutenant  
Sheriff's Office

**Requesting Department Head Concurrence:**

By:  Dated: 9/8/11  
Rich Williams  
Undersheriff

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #107-S1010 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: \_\_\_\_\_

By: \_\_\_\_\_

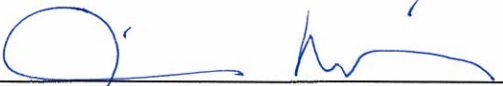
Chairman  
Board of Supervisors  
"County"

ATTEST:  
Suzanne Allen de Sanchez, Clerk  
of the Board of Supervisors

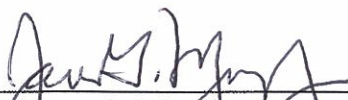
By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Deputy Clerk

-- CONTRACTOR --

NATIONAL MEDICAL SERVICES, INC.  
(A PENNSYLVANIA CORPORATION)

By:   
Eric F. Rieders,  
Ph.D, President  
"Consultant"

Dated: 10-12-11

By:   
James G. Murphy,  
Chief Financial Officer

Dated: 10-12-11

sjb

107-S1010, Amendment 1



July 8, 2011

REVISED

El Dorado County Coroner  
Attn: Sherry Bahlman  
300 Fair Lane  
Placerville, CA 95667

# EXHIBIT "A"

Dear Sherry,

Thank you for your continued support of NMS Labs for your testing needs. Based upon the projected volumes, NMS is able to offer your facility discounted pricing on our services. The following tests will be discounted from NMS Labs Current List Price Fee Schedule. The discounts offered are based upon testing volume listed below.

Account Number(s): 27C  
Price Code Number: E003

Pricing Effective Date: 11/1/2011  
Pricing Expiration Date: 10/31/2012

Acode	Description	Current Discounted Price	New discounted pricing effective 11/1/2011
7542B	Ethanol - Title 17, Blood	\$54.00	\$57.00
8051B	Postmortem Toxicology - Basic, Blood (Forensic)	\$168.00	\$178.00
8051U	Postmortem Toxicology - Basic, Urine (Forensic)	\$168.00	\$178.00
8052B	Postmortem Toxicology - Expanded, Blood (Forensic)	\$247.00	\$262.00
8052U	Postmortem Toxicology - Expanded, Urine (Forensic)	\$247.00	\$262.00
8061B	Postmortem Toxicology - Basic w/o Alcohol, Blood (Forensic)	\$139.00	\$147.00
8062B	Postmortem Toxicology - Expanded w/o Alcohol, Blood (Forensic)	\$217.00	\$230.00

Other testing at 2011 list prices

Acode	Description	List Price
8091B	Common Drugs of Abuse Screen, Blood (Forensic)	\$278.00
8063B	Postmortem Toxicology - Basic to Expanded Upgrade, Blood (Forensic)	\$121.00
RETURN	Specimen Return	\$45.00

All other testing ordered during this effective period will be billed at 2011 List Price Fees. Prepaid Federal Express Air Bills will continue to be provided for shipping samples to NMS Labs for testing. All samples will be discarded after 6 weeks from the date of report.

If you have any questions regarding this communication please contact me directly.

Sincerely,

Linda Gott  
NMS Labs – Business Development Manager, West  
(800) 522-6671 x1717  
cc: NMS Labs GoldMine Database