

AGREEMENT FOR SERVICES #277-S1311  
AMENDMENT I

This Amendment I to that Agreement for Services #277-S1311 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 principle place of business 3701 Welsh Road, Willow Grove, PA 19090 and whose Agent for Service of Process is Incorp Services, Inc., 5716 Corsa Ave Ste 110, Westlake Village, CA 91362-7354; (hereinafter referred to as "Consultant");

**RECITALS**

**WHEREAS**, Consultant has been engaged by County under Agreement for Services #277-S1311 to provide forensic analysis and toxicology services on an "as requested" basis for the Sheriff's Office, Coroner Division, in accordance with Agreement for Services #277-S1311, dated February 5, 2013, incorporated herein and made by reference a part hereof; and

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

**WHEREAS**, the parties hereto have mutually agreed to amend **ARTICLE X – Notice to Parties**; and

**WHEREAS**, the parties hereto have mutually agreed to add **ARTICLE XXVI – Change of Address**, **ARTICLE XXVII – Audit by California State Auditor**, and **ARTICLE XXVIII - Taxes**; and

**NOW, THEREFORE**, the parties hereby agree that Agreement for Services #277-S1311 shall be amended a first time as follows:

**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 invoices(s) identifying services rendered. For the purpose of this Agreement, the billing rate shall be in accordance with Exhibit "A" to the original Agreement.

All invoices are to reference Agreement #277-S1311 and sent to:

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

Total amount of this Agreement, as amended, shall not exceed \$150,000.00 for the two (2) 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: JAMES BYERS, 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  
360 FAIR LANE  
PLACERVILLE, CA 95667

Notices to Consultant shall be addressed as follows:

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

or to such other location as the Consultant directs.

**ARTICLE XXVI**

**Change of Address:** In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

**ARTICLE XXVII**

**Audit by California State Auditor:** Consultant acknowledges that if total compensation under

this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

**ARTICLE XXVIII**

**Taxes:** Consultant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Consultant agrees that it shall not default on any obligations to County during the term of this Agreement.

Except as herein amended, all other parts and sections of this Agreement for Services #277-S1311 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By: \_\_\_\_\_  
James Byers  
Lieutenant  
Sheriff's Office

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

**Requesting Department Head Concurrence:**

By: \_\_\_\_\_  
John D'Agostini  
Sheriff

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

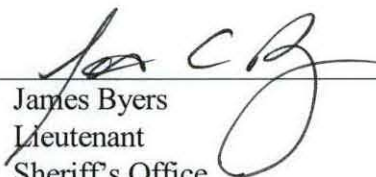
this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

**ARTICLE XXVIII**

**Taxes:** Consultant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Consultant agrees that it shall not default on any obligations to County during the term of this Agreement.

Except as herein amended, all other parts and sections of this Agreement for Services #277-S1311 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By:  \_\_\_\_\_  
James Byers  
Lieutenant  
Sheriff's Office

Dated: 3/9/15

**Requesting Department Head Concurrence:**

By:  \_\_\_\_\_  
John D'Agostini  
Sheriff

Dated: 3/12/15

IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to Agreement #277-S1311 on the dates indicated below.

- COUNTY OF EL DORADO -

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

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

Chair  
Board of Supervisors  
"County"

ATTEST:  
James S. Mitrisin  
Clerk of the Board of Supervisors

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

Deputy Clerk

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

-- CONSULTANT --

NATIONAL MEDICAL SERVICES, INC  
A PENNSYLVANIA CORPORATION

By: Pierre Cassigneul

Pierre Cassigneul, President, CEO  
"Consultant"

Dated: 3/10/15

By: Andy Nolan

Andy Nolan  
Assistant Treasurer

Dated: 3/10/15

(tcd)

(#277-S1311 Amendment I)

# EXHIBIT "A"



October 15, 2012

El Dorado County Coroner  
 Attn: Sgt. James Byers & Nancy Kennedy  
 300 Fair Lane  
 Placerville, CA 95667

Dear Sgt. Byers and Nancy Kennedy;

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: 11/1/2012  
 Pricing Expiration Date: 10/31/2014

Acode	Description	Projected Volume	Current Price	New Discount Price effective 11/1/2012
7542B	Ethanol - Title 17, Blood		\$57.00	\$57.00
8061B	Postmortem Toxicology - Basic w/o Alcohol, Blood (Forensic)		\$147.00	\$147.00
8051B	Postmortem Toxicology - Basic, Blood (Forensic)	2	\$178.00	\$178.00
8051U	Postmortem Toxicology - Basic, Urine (Forensic)		\$178.00	\$178.00
8062B	Postmortem Toxicology - Expanded w/o Alcohol, Blood (Forensic)		\$230.00	\$230.00
8052B	Postmortem Toxicology - Expanded, Blood (Forensic)	137	\$262.00	\$262.00
8052U	Postmortem Toxicology - Expanded, Urine (Forensic)	2	\$262.00	\$262.00

All other testing ordered during this effective period will be billed at 2012 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

EXHIBIT "A"



October 15, 2012

El Dorado County Coroner  
 Attn: Sgt. James Byers & Nancy Kennedy  
 300 Fair Lane  
 Placerville, CA 95667

Dear Sgt. Byers and Nancy Kennedy;

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: 11/1/2012  
 Pricing Expiration Date: 10/31/2014

Acode	Description	Projected Volume	Current Price	New Discount Price effective 11/1/2012
7542B	Ethanol - Title 17, Blood		\$57.00	\$57.00
8061B	Postmortem Toxicology - Basic w/o Alcohol, Blood (Forensic)		\$147.00	\$147.00
8051B	Postmortem Toxicology - Basic, Blood (Forensic)	2	\$178.00	\$178.00
8051U	Postmortem Toxicology - Basic, Urine (Forensic)		\$178.00	\$178.00
8062B	Postmortem Toxicology - Expanded w/o Alcohol, Blood (Forensic)		\$230.00	\$230.00
8052B	Postmortem Toxicology - Expanded, Blood (Forensic)	137	\$262.00	\$262.00
8052U	Postmortem Toxicology - Expanded, Urine (Forensic)	2	\$262.00	\$262.00

All other testing ordered during this effective period will be billed at 2012 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