

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made and entered into between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **NATIONAL MEDICAL SERVICES, INC.**, a Pennsylvania corporation, whose address is P.O. Box 820090, Philadelphia, Pennsylvania 19182 (the “Laboratory”).

RECITALS

A. The City and the Laboratory entered into an Agreement dated July 11, 2011 and an amendatory agreement dated March 18, 2013 (collectively, “Agreement”); and

B. The City and the Laboratory wish to amend the Agreement to amend the rates, extend the Agreement, increase the total compensation and as otherwise set forth below.

NOW, THEREFORE, the parties agree as follows:

1. The rate sheet, attached and incorporated to the Amendatory Agreement as **Exhibit A-2**, contains the rates applicable to services performed August 1, 2015 through April 11, 2016 and replaces the rates that were attached to the July 11, 2011 Agreement and March 18, 2013 Amendatory Agreement. For all services performed through that period, all references to “Exhibit A” and “Exhibit A-1” in the Agreement are hereby amended to read “**Exhibit A-2**”.

2. Section 3 of the Agreement, entitled “**TERM**,” is deleted and replaced in its entirety by the following provision:

“**3. TERM.** The term of the Agreement commenced April 11, 2011 and will expire on April 11, 2016 (the “Term”).”

3. Subsection (d)(1) of Section 5 of the Agreement, the latter of which is entitled “**COMPENSATION AND PAYMENT**,” are amended as follows:

“...**the Maximum Contract Amount** . . .”

Subsection (**d**)(**1**) is amended by deleting

“ . . . Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00) . . .”

And replacing it with:

“...**Six Hundred Thousand and No/100 Dollars (\$600,000.00)** . . .”

4. The Second Amendatory Agreement is not effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

5. The Laboratory assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution, or action passed or taken, to enter into the Second Amendatory Agreement. The person or persons signing and executing the Second

Amendatory Agreement on behalf of the Laboratory hereby warrants and guarantees that the Laboratory has fully authorized he or she or them to execute the Second Amendatory Agreement on behalf of the Laboratory and to validly and legally bind the Laboratory to all terms, performances and provisions in the Agreement as amended by the Second Amendatory Agreement set forth herein.

6. Except as amended herein, the Agreement is affirmed and ratified in each and every particular.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGES FOLLOW

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: ENVHL-201100880-02

Contractor Name: NATIONAL MEDICAL SERVICES INC

By: Pierre G. Cassigneau

Name: Pierre G. Cassigneau
(please print)

Title: President / CEO
(please print)

ATTEST: [if required]

By: Angela Zavorski

Name: Angela Zavorski
(please print)

Title: Marketing Coordinator
(please print)



EXHIBIT A-2
RATES



March 26, 2015

Denver Chief Medical Examiner & Deputy Coroner
Attn: Jami Milsap
660 Bannock Street
Denver, CO 80204

Dear Steven Castro:

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): 10114
Price Code Number: D001

Pricing Effective Date: 8/1/2015
Pricing Expiration Date: 7/31/2016

| Acode | Description | Projected Volume | Discount Price |
|--------|---|------------------|----------------|
| 8050U | Postmortem Toxicology - Urine Screen Add-on (6-MAM Quantification only) | 333 | \$24.00 |
| 8051B | Postmortem Toxicology - Basic, Blood (Forensic) | 458 | \$140.00 |
| 8051SP | Postmortem Toxicology - Basic, Serum/Plasma (Forensic) | 5 | \$140.00 |
| 8051TI | Postmortem Toxicology - Basic, Tissue (Forensic) | 20 | \$246.00 |
| 8051U | Postmortem Toxicology - Basic, Urine (Forensic) | | \$140.00 |
| 8052B | Postmortem Toxicology - Expanded, Blood (Forensic) | 114 | \$257.00 |
| 8052SP | Postmortem Toxicology - Expanded, Serum/Plasma (Forensic) | 1 | \$257.00 |
| 8052TI | Postmortem Toxicology - Expanded, Tissue (Forensic) | 3 | \$363.00 |
| 8052U | Postmortem Toxicology - Expanded, Urine (Forensic) | 2 | \$257.00 |

All other testing ordered during this effective period will be billed at 2015 List Price Fees. Prepaid federal express air bills will be provided for shipping samples to NMS Labs for testing. All samples will be retained for a period of 24 months and then discarded.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Linda Gott", with a long horizontal flourish extending to the right.

Linda Gott
NMS Labs – Sr. Strategic Business Manager, West
(800) 522-6671 x1717