

SECOND AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made 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 200 Welsh Road, Horsham, PA 19044 (the “Laboratory”), jointly “the parties”.

RECITALS:

A. The Parties entered into Agreement dated June 14, 2016 and an Amendatory Agreement dated November 20, 2019 (the “Agreement”) to provide the services described in the scope of work; and

B. The Parties wish to amend the Agreement to amend Exhibit A, amend the fees, and increase compensation.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. All references to “Exhibit A” and “Exhibit A-1” in the Agreement shall be amended to read “**Exhibit A-2**,” attached and incorporated by reference herein.

2. Paragraph 5. A. of the Agreement, entitled “**COMPENSATION AND PAYMENT**,” “Fee” is amended to read as follows:

“5. COMPENSATION AND PAYMENT:

a. Fee: Laboratory shall accept as its sole compensation for all services performed and costs incurred amounts based on its monthly invoices; provided however, the total amount billed by Laboratory may not exceed the Maximum Contract Amount. Amounts billed for the analyses set forth below and for those set forth in **Exhibit A-2** may not exceed the corresponding rate. All rates include packing materials and shipping, including label machine, custody seals, chain-of-custody forms, and custody documents. The cost for each specimen to be returned to the City is Thirty-Nine Dollars (\$39).

(1) Postmortem Toxicology – Basic Blood, Serum, Plasma or Urine panel is One Hundred Fifty Dollars (\$150.00) for each test.

(2) Postmortem Toxicology – Expanded, Serum, Plasma and Urine is Two Hundred Seventy-Four Dollars (\$274.00) for each test.

(3) Postmortem Toxicology – Expanded Blood is Two Hundred Sixty-Six Dollars (\$266.00) for each test.

(4) Postmortem Toxicology Basic Tissue is Two Hundred Sixty-Two Dollars (\$262.00) for each test.

(5) Postmortem Toxicology Expanded Tissue is Three Hundred Eighty-Seven Dollars (\$387.00) for each test.”

(6) Electrolytes and Glucose Panel (Vitreous), Fluid is Fifty-three Dollars (\$53.00) for each test.

(7) Postmortem Toxicology Urine Screen Add-on (6-MAM Quantification only) for Twenty-Six Dollars (\$26.00) for each test.

3. Paragraph 5. d. (1) of the Agreement, entitled “Maximum Contract Amount” is amended to read as follows:

“d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **SIX HUNDRED THIRTY-FOUR THOUSAND SIX HUNDRED FORTY-NINE DOLLARS AND NO CENTS (\$634,649.00) (the “Maximum Contract Amount”)**. The City is not obligated to execute an Agreement or any amendments for any further services, including services performed by Laboratory beyond that specifically described in in **Exhibit A-2**. Any services beyond those in Exhibit A-2 are performed at Laboratory’s risk and without authorization under the Agreement.”

4. As herein amended, the Agreement is affirmed and ratified in each and every particular.

5. This Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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Contract Control Number: ENVHL-201950966-02/ALF 201626890-02
Contractor Name: NATIONAL MEDICAL SERVICES, INC.

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:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

ENVHL-201950966-02/ALF 201626890-02
NATIONAL MEDICAL SERVICES, INC.

By: _____
DocuSigned by:
Eric Rieders
E82094A465DF4ED...

Name: _____
Eric Rieders
(please print)

Title: _____
President & COO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A-2

January 31, 2020

Denver Chief Medical Examiner & Deputy Coroner
 Attn: April Merkel
 500 Quivas Street
 Denver, CO 80204

Dear Ms. Merkel

Thank you for your continued support of NMS Labs for your testing needs. As requested by your agency, NMS is adding a test code of 1919FL to the discounted pricing which will be effective 2/3/2020. The following tests will be discounted from NMS Labs Current List Price Fee Schedule.

Account Number(s): 10114
 Price Code Number: D001

Pricing Effective Date: 2/3/2020
 Pricing Expiration Date: 7/31/2021

Acode	Description	Current List Price	Discount Price
1919FL	Electrolytes and Glucose Panel (Vitreous), Fluid (Forensic)	\$92.00	\$53.00
8051B	Postmortem, Basic, Blood (Forensic)	\$231.00	\$150.00
8051SP	Postmortem, Basic, Serum/Plasma (Forensic)	\$231.00	\$150.00
8051TI	Postmortem, Basic, Tissue (Forensic)	\$414.00	\$262.00
8051U	Postmortem, Basic, Urine (Forensic)	\$231.00	\$150.00
8052B	Postmortem, Expanded, Blood (Forensic)	\$341.00	\$266.00
8052SP	Postmortem, Expanded, Serum/Plasma (Forensic)	\$341.00	\$274.00
8052TI	Postmortem, Expanded, Tissue (Forensic)	\$620.00	\$387.00
8052U	Postmortem, Expanded, Urine (Forensic)	\$341.00	\$274.00
8050U	Postmortem, Urine Screen Add-on (6-MAM Quantification only)	\$30.00	\$26.00

All other testing ordered during this effective period will be billed at the fees referenced in the NMS Labs 2019 Fee Schedule. Prepaid Federal Express air bills will be provided for shipping samples to NMS Labs for testing via Standard Overnight delivery service. All samples will then be retained for a period of twenty-four (24) 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.

Your account will be invoiced monthly for all services completed during the preceding month e.g. – the invoice for testing completed in July would be received in early August. NMS payment terms are net 30 days upon receipt of each invoice.

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



Sincerely,

A handwritten signature in blue ink that reads "Camilla Green". The signature is written in a cursive style with a long, sweeping underline.

Camilla Green – NMS Territory Manager, West
(800) 522-6671 x1423
215-824-6095 cell
Camilla.green@nmslabs.com