

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND NMS LABS

This Agreement is entered into this Sunday, March 1, 2026, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and NMS Labs, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing Toxicology Services to the San Mateo County Coroner's Office ("Coroner's Office").

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed Six Hundred Thousand Dollars and No Cents (\$600,000.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from Sunday, March 1, 2026 through Wednesday, February 28, 2029.

5. Termination

This Agreement may be terminated by Contractor or by the Coroner's Office at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship to Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this

Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

10.1. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

10.2. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

10.3. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor’s operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Professional Liability..... \$1,000,000 ,
- (b) Comprehensive General Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Levine Act Compliance

The Contractor certifies and warrants that Contractor has fully complied, and will remain in full compliance, with all applicable requirements of the Levine Act in connection with this Agreement, including making any required disclosures of campaign contributions to County Officers, which includes but may not be limited to elected County Officers. Elected County Officers include members of the San Mateo County Board of Supervisors, as well as the Assessor-County Clerk-Recorder, Controller, Coroner, District Attorney, Sheriff, and Tax Collector-Treasurer. Any campaign contribution required to be disclosed under the Levine Act in connection with this Agreement shall be disclosed on the disclosure form provided by the County of San Mateo Levine Act Disclosure Form, a copy of which is available from the County upon request.

13. Non-Discrimination and Other Requirements

13.1. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

13.2. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

13.3. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

13.4. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

13.5. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

13.6. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

13.7. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

14. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide

that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

15. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

16. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

17. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising

out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

18. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: K'Lynn Weber/Chief Deputy Coroner
Address: 225 37th Avenue, 3rd Floor, Suite A31, San Mateo, CA, 94403
Telephone: (650) 312-5295
Email: kweber@smcgov.org

In the case of Contractor, to:

Name/Title: Gregory Schuh/Controller
Address: 200 Welsh Road, Horsham, PA 19044
Telephone: (215) 657-4900 Email: nms@nmslabs.com

19. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

20. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

21. Rehabilitation Act of 1973

Refer to the attachment required to be completed by the Contractor.

SIGNATURE PAGE TO FOLLOW

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: National Medical Services, Inc. dba NMS Labs



Contractor Signature

1/13/26
Date

Greg Schuh
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall comply with the following requirements and perform the following services:

A. Contractor shall:

1. Perform services in a professional manner.
2. Hold all required permits, licenses, and professional credentials to supply products and perform the services as specified herein.
3. Be accredited by an accreditation body that is a signatory to the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement and offers forensic laboratory accreditation services or a major accreditation body acceptable to the International Association of Coroners and Medical Examiners (IACME) and the National Association of Medical Examiners (NAME).

B. General Laboratory Requirements

1. Compliance & Quality Assurance

- i. Contractor's laboratory shall comply with all applicable State of California's regulations for blood and urine alcohol analysis.
- ii. Laboratory testing shall be performed according to written standard operating procedures which procedures must, at a minimum, include policies and procedures on validations and technical procedures.
- iii. Contractor's laboratory shall participate in an external proficiency testing program which program must, at a minimum, include a proficiency testing program for alcohol in blood or serum, and for drugs in at least one type of specimen, a process for documenting appropriate actions when results of the proficiency testing program are outside of compliance limits, and monitor and assess the laboratory's quantitative analysis capability.
- iv. Contractor's laboratory shall complete all specified tests within their own laboratory with the understanding that some esoteric tests may need to be outsourced.
- v. Contractor's laboratory shall have a process for actively monitoring its laboratory (and external laboratories as applicable) for quality assurance.
- vi. Contractor shall have a Quality Assurance department monitor and administer all internal and external Quality Assurance (QA) and Quality Control (QC) protocols, according to the following processes:
 - (a) Each routine analytical run contains a minimum of two different quality control samples containing known amounts of the analyte(s) of interest. Data resulting from analysis of controls in quantitative methods are plotted on control charts each time a routine method is performed. The control charts are drawn indicating the acceptance range of the mean plus or minus two standard deviation levels or +/-20% about the mean. Control Charts are to be reviewed monthly with such review documented on each control chart by initial and date notation made in the appropriate review box; any shifts or trends noted in the Comment Section along with the proposed corrective action, and any remedial action taken documented on each control chart.

- (b) Contractor's laboratory shall participate in comprehensive external proficiency testing programs, which programs compare laboratory performance with other laboratories performing the same analysis. These programs must be supplemented by a comprehensive internal blind proficiency program that challenges analyses that are not formally evaluated by the external program. All data generated by these programs are remediated, as necessary, and approved by various management levels of review.
- (c) Contractor shall implement live audits by its Quality Assurance department to assess compliance with Contractor's quality assurance program. All audits shall be documented in audit reports and reviewed and approved by various levels of management.

2. Testing

- i. Contractor's laboratory shall have the ability to test for chemical or biological agents.
- ii. Contractor's laboratory shall have the capability of developing methods for the testing of newly abused drugs such as synthetic cannabinoids, synthetic opioids, and opioid derivatives; and a commitment to research and develop testing and validation for newly emerging drug trends.
- iii. Contractor's laboratory shall provide for examination of samples on an urgent basis and provide live consultation or telephone conversation services at no cost to the Coroner's Office.
- iv. The Coroner's Office has no specific "cut-off" requirements for limits of detection. However, any legal cut-off limits of detections determined by the Contractor's validations shall be adhered to at all times.
- v. The Contractor's laboratory results shall be reported qualitatively as well as quantitatively, when indicated, and the sensitivity of the test and related reporting limit shall be referenced in an Analysis Summary included with each report.
- vi. The spectrum of testing shall include at least the test types listed in the chart below and include other specialized testing by request. Rates of any specialized testing should be available in a fee schedule made available on the website or by email in document form.

Electrolytes and Glucose Panel (Vitreous), Fluid (Forensic)
Carbon Monoxide Exposure Bio uptake Screen, Blood
Carbon Monoxide Exposure Bio uptake Confirmation, Blood
Postmortem, Basic, Blood (Forensic)
Postmortem, Basic, Fluid (Forensic)
Postmortem, Basic, Serum/Plasma (Forensic)
Postmortem, Basic, Tissue (Forensic)
Postmortem, Basic, Urine (Forensic)
Postmortem, Basic w/o Alcohol, Blood (Forensics)

Postmortem, Expanded, Blood (Forensic)
Postmortem, Expanded, Fluid (Forensic)
Postmortem, Expanded, Serum/Plasma (Forensic)
Postmortem, Expanded, Tissue (Forensic)
Postmortem, Expanded, Urine (Forensic)
Postmortem, Expanded w/o Alcohol, Blood (Forensics)
Ethanol – Title 17, Blood – Send Out
Postmortem, Urine Screen Add-on (6-MAM Quantification only)
Specimen Return/Handling

- vii. A courier service or prepaid Federal Express air bills will be provided for shipping samples to the Contractor for testing via Standard Overnight delivery service. The Contractor shall provide all specimen tubes, packaging, and shipping supplies or if by courier pick-up shall be equipped with appropriate transport and cooling materials that are secured from pick up to drop off at the testing facility. Appropriate chain of custody shall be maintained for transportation
- viii. Customer services by telephone and email should be available at a minimum, Monday through Friday 0800-1700 hours except federal holidays.
- ix. An account representative should be assigned specifically to the Coroner's Office.
- x. All specimens will be retained for a period of 12 months from the date of the final report. Specimens will be returned by request only.

3. Caseload

- i. Contractor's Laboratory shall have the ability to handle a caseload of approximately fifty (50) cases per month for the Coroner's Office.
- ii. Contractor's laboratory should work to complete at minimum 90% of toxicology examinations within 60 calendar days of case submission.
- iii. Contractor shall provide consistency with Contractor's laboratory published turnaround times with an average of 10-14 calendar days from the time of receipt. Contractor shall closely monitor its laboratory in-house statistics for turnaround time, corrective actions, and percentage of repeats with exception of esoteric analysis and special request testing that may exceed 10 business days.
- iv. Contractor shall make every effort to handle every case received from the Coroner's Office in an expeditious manner.

4. Employee Qualifications

- i. Contractor's laboratory shall be under the direction of a person who is qualified by reason of appropriate education and experience to assume the required professional, organizational, education, managerial, and administrative responsibilities.
- ii. Contractor's laboratory employees shall continuously meet educational, training, and experience requirements as defined by the American Board of Forensic Toxicology (ABFT).

5. Reports

- i. Contractor's laboratory shall provide a report for each test conducted which report shall, at a minimum, include:
 - (a) Subject Name
 - (b) Agency
 - (c) Agency Case Number
 - (d) Specimen Description
 - (e) Chain of custody information
 - (f) The requested testing
 - (g) Requesting Agency contract information
 - (h) Test Results
 - (i) Certification of test results statement
 - (k) Analyst signature
 - (l) Date of test and/or date of report
- ii. Contractor's reports shall include all quantitative results, interpretive comments on toxic ranges of compounds, methods of testing, complete sample identification, name of board-certified Fellow-ABFT Laboratory Director in a results section, and a summary of all positively identified substances with quantitative results of parent drug compounds and related metabolites, and the analytical methodology, minimum reporting limit, specimen type used for analysis and general reference comments related to postmortem concentrations of positively identified substances in a lab report.
- iii. Contractor's reports shall be available electronically in a secure PDF format and posted on a secure Contractor's Client Portal as soon as the final report is reviewed and completed. Multiple users shall be notified via e-mail when laboratory reports are available and sign in with their own unique designated user ID/password to access laboratory reports. Reports shall be archived indefinitely on the Client Portal and can be sorted by patient name, case ID number, date of service, date of birth, sex or accession number for retrieval with Secure Socket Layer (SSL) encryption activated when results are displayed. All of contractor's laboratory reports received shall be encrypted and cannot be intercepted during transmission.

- iv. Contractor's laboratory results and a signed PDF toxicology report shall be interfaced directly into the Web based CME (Coroners and Medical Examiners) software format developed by VertiQ.
- v. Contractor's preliminary reporting for urgent cases and inquiries shall be available through direct contact of contractor's client support services department with a verbal discussion with a toxicologist reviewing the case, as necessary. Files concerning the results of specimen analysis shall be retained by the Contractor's laboratory for a minimum of seven (7) years from the date of issue.
- vi. Contractor shall provide Coroner's Office with quarterly reports on Turn Around Time and total numbers of tests ordered by type.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Code	Description	Current List Price	Discount Price
1919FL	Electrolytes and Glucose Panel (Vitreous), Fluid (Forensic)	\$119.00	\$75.00
1002B	Carbon Monoxide Exposure Bio uptake Screen, Blood	\$140.00	\$65.00
5654B	Carbon Monoxide Exposure Bio uptake Confirmation, Blood	\$104.00	\$70.00
8051B	Postmortem, Basic, Blood (Forensic)	\$290.00	\$158.00
8051FL	Postmortem, Basic, Fluid (Forensic)	\$443.00	\$325.00
8051SP	Postmortem, Basic, Serum/Plasma (Forensic)	\$290.00	\$158.00
8051TI	Postmortem, Basic, Tissue (Forensic)	\$520.00	\$400.00
8051U	Postmortem, Basic, Urine (Forensic)	\$290.00	\$158.00
8061B	Postmortem, Basic w/o Alcohol, Blood (Forensics)	\$239.00	\$146.00
8052B	Postmortem, Expanded, Blood (Forensic)	\$430.00	\$210.00

8052FL	Postmortem, Expanded, Fluid (Forensic)	\$705.00	\$393.00
8052SP	Postmortem, Expanded, Serum/Plasma (Forensic)	\$430.00	\$210.00
8052TI	Postmortem, Expanded, Tissue (Forensic)	\$780.00	\$436.00
8052U	Postmortem, Expanded, Urine (Forensic)	\$430.00	\$210.00
8062B	Postmortem, Expanded w/o Alcohol, Blood (Forensics)	\$379.00	\$193.00
7542B	Ethanol – Title 17, Blood – Send Out	\$142.00	\$140.00
8050U	Postmortem, Urine Screen Add-on (6-MAM Quantification only)	\$43.00	\$30.00
RETURN	Specimen Return/Handling	\$66.00	\$0.00

All other testing ordered during this effective period will be billed at the fees referenced in the NMS Labs 2025 Fee Schedule (attached).

Prepaid Federal Express air bills will be provided for shipping samples to NMS Labs for testing via Standard Overnight delivery service.

Under no circumstances shall the total amount paid to Contractor pursuant to this Agreement exceed \$600,000.