

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR FORENSIC LABORATORY TESTING SERVICES BETWEEN
FORT BEND COUNTY AND NMS LABS**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and **NMS LABS** (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas. County and Contractor may collectively be referred to as the "Parties" hereinafter.

WITNESSETH

WHEREAS, County desires that Contractor provide forensic laboratory testing services at the request of the Fort Bend County Medical Examiner's Office; and

WHEREAS, the Texas County Purchasing Act, §262.024 (7) Texas Local Govt. Code, exempts from competitive bidding contracts for services that can be obtained from only one source;

WHEREAS, the Fort Bend County Commissioners Court specifically finds that Contractor is a sole source provider and therefore grants an exemption from competitive bidding, insofar as any competitive bidding statute might apply; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows

AGREEMENT

Section 1. Scope of Services

- A. Contractor shall provide qualified personnel to render Services in accordance with Exhibit A to this Agreement.
- B. Contractor's laboratory must hold and retain the accreditations and licensure listed in Exhibit A during the term of the Agreement. Copies of the accreditations and licensure certificates will be available upon request by County. Contractor shall notify the Medical Examiner in writing within 10 business days if any accreditation or licensure is revoked, suspended, or otherwise not in good standing during the term of this Agreement.
- C. All personnel performing services will be available for court testimony as necessary and in accordance with Section 3C of this Agreement.

- D. Services shall be provided only at the request of the Fort Bend County Medical Examiner, and there is no minimum guarantee of services (or any services at all) to be requested.

Section 2. Personnel

- A. Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.
- B. All personnel provided by Contractor shall have the minimum qualifications identified in Exhibit A.
- C. All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

- A. Contractor's fees shall be calculated at the rates set forth in the attached Exhibit B though the Parties agree that there is no minimum volume of orders required by County to secure the discounted pricing shown. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A shall not exceed One Hundred Ninety-Five thousand and 0/100 dollars (\$185,000.00 for the Medical Examiner and \$10,000.00 for the Sheriff to total \$195,000.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.
- B. All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
- C. Upon subpoena, Contractor will provide staff to testify for Court within Fort Bend County. County shall provide confirmation to Contractor, no less than 24 hours' prior to required court appearance that the Contractor will be needed to appear in court. County will be responsible for remitting payment to Contractor for Expert Service fees in accordance with the Contractor's Expert Service Fee Schedule. In the event of court appearances where neither the County nor the State is a party to the proceeding, or in those court appearances under this section, Contractor is not prohibited by County from charging fees to the non-County party fee in connection with Contractor's participation in the court proceedings.

- D. County will pay Contractor based on the following procedures: Contractor shall submit to County two (2) original copies of invoices, which shall be provided on a monthly basis and capture billing for services completed and rendered in that calendar month. Contractor may submit electronically via: apauditor@fortbendcountytexas.gov. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

- A. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum of One Hundred Ninety-Five Thousand and 0/100 dollars (\$195,000.00) specifically allocated to fully discharge any and all liabilities County may incur.
- B. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Ninety-Five Thousand and 0/100 dollars (\$195,000.00).

Section 5. Time of Performance

The Parties agree that Agreement is effective as of October 1, 2022 and will terminate on September 30, 2023. The Parties acknowledge and agree that any Services that have been and will be provided are supported by good and valuable consideration during the Term of this Agreement, the sufficiency of which is acknowledged by the Parties.

Section 6. Modifications and Waivers

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
- C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 7. Termination

- A. Termination for Convenience: County may terminate this Agreement at any time upon thirty (30) days written notice issued by the Purchasing Agent.
- B. Termination for Default
 - 1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - a. If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
 - b. If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
 - 2. If, after termination, it is determined by County that for any reason whatsoever that Contractor was not in default, or that the default was excusable, services may continue in accordance with the terms and conditions of this Agreement or the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7A above.
- C. Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.
- D. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

Section 9. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four (4) years.

Section 10. Insurance

- A. Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies, and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

- C. If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- D. Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

Section 11. Indemnity

CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

Section 12. Confidential and Proprietary Information

- A. Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.
- B. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the

provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

- C. Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.
- D. Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 13. Independent Contractor

- A. In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers

performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

- B. Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 14. Notices

- A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County
Attn: Medical Examiner
3840 Bamore Rd
Rosenberg, TX 77471

With a copy to: Fort Bend County
Attn: Purchasing Agent
301 Jackson Street, Suite 201
Richmond, Texas 77469

Contractor: NMS Labs
Attn: VP of Finance
~~P.O. Box 820090~~ 200 Welsh Road
~~Philadelphia, PA 19182-0090~~ Horsham, PA 19044 *DM*

- C. Notice is effective only if the party giving or making the Notice has complied with subsections 14(A) and 14(B) and if the addressee has received the Notice. A Notice is deemed received as follows:
 - 1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
 - 2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 15. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Performance Warranty

- A. Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.
- B. Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

Section 17. Assignment and Delegation

- A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights by Contractor are prohibited under this subsection, whether they are voluntarily or involuntarily, without first obtaining written consent from County.
- B. Neither party may delegate any performance under this Agreement.
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 18. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Section 19. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 20. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 21. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 22. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 23. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 24. Conflict

In the event there is a conflict between this Agreement and the attached exhibit(s), this Agreement controls.

Section 25. Certain State Law Requirements for Contracts:

For purposes of section 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

- B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.
- C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.
- D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

Section 26. Human Trafficking.

BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

{Remainder of page intentionally left blank}

{Execution page to follow}

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective as noted herein.

FORT BEND COUNTY

NMS LABS

By: _____
KP George, County Judge



Signature – Authorized Agent

Dan Monahan
Printed Name

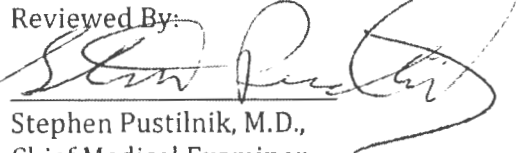
President & CEO
Title

Date: _____


November 18, 2022
Date

ATTEST:

Laura Richard, County Clerk

Reviewed By: 

Stephen Pustilnik, M.D.,
Chief Medical Examiner



Eric Fagan,
Fort Bend County Sheriff

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

- Exhibit A: Scope of Work
- Exhibit B: Pricing

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EXHIBIT A

Scope of Work



November 18th, 2019

Fort Bend County Purchasing
301 Jackson Street, Suite 201,
Richmond, TX 77469

Mrs.

Krejci,

Based on over 49 years of experience providing high-quality forensic laboratory testing services, I wanted to share with you a summary of our important processes, capabilities, and laboratory specifications that NMS Labs possesses that are critical when choosing a laboratory to support your forensic toxicology testing needs.

Important laboratory accreditations

NMS Labs holds dozens of forensic accreditations and licensure, but the following is a shortlist of those found to be highly important for consideration;

- American Board of Forensic Toxicology (ABFT)
- ANAB/ANSI ISO/IEC 17025:2017 Forensic Science Testing and Calibration Laboratories Accreditation Requirements:2018 for forensic testing in the disciplines of Toxicology, Biology (DNA and Serology), and Controlled Substances analysis
- Texas Forensic Science Commission
- College of American Pathologists (CAP) ISO 15189

A full listing of NMS Labs's accreditations and licensure are available at NMSLabs.com.

Total Scope of Forensic and Criminalistics testing

Post-mortem cases many times require more than post-mortem toxicology to make final determinations on the decedent's identity and cause and manner of death. NMS Labs offers services outside of post-mortem toxicology such as DNA analysis and Drug Identification testing can greatly enhance your investigative resources when performing autopsies especially those in support of a criminal investigation.

Testing Capacity/Volume

NMS Labs provides quantitated results on forensic postmortem panel tests within 2 weeks on average from the time of receipt. NMS Labs has several ways of providing consistency with our published turnaround times. This is done through utilizing LEAN processes as well as closely monitoring our in-house statistics for turnaround time, corrective actions, and percentage of repeats. Currently we are running at 95% guarantee on turnaround times. In addition to tracking statistics, NMS Labs holds a daily afternoon meeting with all department

heads to discuss any problems that may have arisen throughout the day that would affect the turnaround times. NMS Labs makes every effort to streamline all aspects of testing within the laboratory in order to give our clients the best possible turnaround times.

NMS Labs's current production schedules support an expected average turnaround time of 10 days after receiving samples for analysis of our routine postmortem toxicology panels. NMS Labs will make every effort to handle every case received from the Fort Bend County Medical Examiner's Office in an expeditious manner. We are committed to excellence in the turnaround time and delivery of the final report to our forensic clientele, which is demonstrated through rigorous monitoring of our current and historical performances.

NMS Labs current production schedules support an expected turnaround time on routine testing of 2 weeks after receiving samples for analysis to reporting of results. Esoteric and special request testing may exceed 10 business days.

Professional Capabilities

NMS Labs currently employs more than 250 highly trained professionals at our Headquarters and Laboratory at 200 Welsh Road, Horsham, PA 19044. NMS Labs's laboratory director is certified through the American Board of Forensic Toxicologists (ABFT) and the American Board of Clinical Chemists (ABCC) with and we have at least 3 additional Diplomate-level board certified forensic toxicologists through the ABFT who will support your toxicology cases and provide the most comprehensive berth of professional expertise available.

NMS Labs is unique in that we have a Toxicologist of the Day (TOD) - NMS Labs employs full time forensic toxicologists that are available to respond to our clients' inquiries. Each of these individuals rotates in the assigned position of Toxicologist of the Day (TOD). The TOD is available by phone Monday through Friday during routine business hours and can be contacted by calling 800-522-2216. Toxicologists are also available via e-mail for our client's convenience.

Customer Support

NMS Labs maintains a dedicated customer service department available Mon-Fri 7:00 am until 7:30 pm. Customer Service Representatives can answer simple case and account related questions, guide and provide updates on testing, and connect you with toxicologists for consultation on your more complex questions.

Expert Services

NMS Labs' Expert Services Department will assist in the needs concerning testimony (e.g. subpoenas, litigation packages, and scheduling testimony). Expert Services required by the County under this Agreement will be billed in accordance with NMS Labs Expert Services Fee Schedule.

NMS Labs Expert Services Department is available Monday through Friday. Expert Service Department Representatives can also assist in the needs concerning testimony (e.g. subpoenas, litigation packages, and scheduling testimony). Expert Services staff is available by phone at 844-276-0768 during the following hours: Monday through Friday 7:00 am - 4:30 p.m. Central Time

Electronic Data Transfer/Client Portal/Online Order Entry

When choosing a toxicology laboratory, one of the most important facets of to consider is how

reports can be securely accessed and how efficiently testing can be requested. The laboratory you choose should provide the capability for you to order testing and receive reports electronically.

NMS Labs has experience in integrating our reports into the case management system utilized by your office. NMS Labs has a dedicated software application staff with demonstrated experience in successfully completing data integration projects.

NMS Labs has two options available regarding online ordering:

1. NMS Labs has online ordering capabilities through a secure web portal. This will provide Fort Bend County an electronic requisition process for testing requests. At any time a backup is required, a PDF fillable version of the requisition form can be found at nmslabs.com. All relevant demographic and specimen information can be included on the pdf requisition form. Barcode labels are generated during the online ordering process and can be affixed to specimens and paperwork at that time.

2. NMS Labs has the ability to interface with many case management systems. NMS Labs will work with Fort Bend County IT Management once your case management system to provide an interface that will allow results to be uploaded into this program.

NMS Labs also provides non digital ordering through printable order and chain of custody forms. Results are then provided via a secure cloud-based client portal.

Testing Scope and Capabilities

NMS Labs has the resources to perform analysis for over 2,700 therapeutic drugs, illicit drugs and other drugs of abuse and their metabolites (such as Benzoylcegonine and Cocaethylene), newly emerging synthetic designer drug compounds (synthetic cannabinoids, bath salts, psycho active stimulants), metals, poisons and other toxic compounds. Analysis can be performed on routine and non-routine samples including:

- Fluids – blood, serum, plasma, urine, vitreous, gastric, bile
- Solids – tissues, all solid organs, bone, injection sites, hair, nails, teeth, decomposed tissue, embalmed bodies, exhumed bodies, insect larvae, bone marrow
- Biological stains on materials (clothing, paper, sheets, carpeting, etc.) for presence of compounds of toxicological interest
- Non Biological Testing capabilities – pills, syringes and other drug paraphernalia
- Documentable proof of method development capabilities for unique analytes

NMS Labs shall report results both qualitatively as well as quantitatively, when indicated. The sensitivity of the test and related reporting limit will be referenced in an Analysis Summary included with each report.

NMS Labs has the capability of using the following analytical techniques for screening and confirmation testing:

Screening

ELISA (Enzyme Linked Immunosorbent Assay)

EMIT (Enzyme Multiplied Immunoassay Technique)

FPIA (Fluorescence Polarized Immunoassay)

TLC (Thin-layer Chromatography)
Microdiffusion
Spectrophotometry
LC/MS/MS-TOF (Liquid Chromatography/Mass Spectrometry/Mass Spectrometry/Time of Flight)
LC/MS/MS (Liquid Chromatography/Mass Spectrometry/Mass Spectrometry)
HPLC (High Performance Liquid Chromatography) with various forms of detection (UV, Fluorescence, Electrochemical)
GC/MS (Gas Chromatography/Mass Spectrometry)
GC (Gas Chromatography) with various forms of detection (NPD, FID, ECD)
ICP/MS (Inductively Coupled Plasma Mass Spectrometry)
GFAAS (Graphite Furnace Atomic Absorption Spectrophotometry)

Confirmation

LC/MS/MS (Liquid Chromatography/Mass Spectrometry/Mass Spectrometry)
LC/MS/MS-TOF (TOF = Time of Flight)
GC/MS (Gas Chromatography/Mass Spectrometry)
ICP/MS (Inductively Coupled Plasma Mass Spectrometry)

NMS Labs offers several Panels for postmortem testing. The Basic Panel includes over 65 compounds of most often abused drugs, including fentanyl and acetyl fentanyl. These are screened by immunoassay and confirmed with a separate analytical technology. The Expanded Panel adds to the Basic Panel with over 260 of the most often prescribed drugs that are correlated with drug overdoses, including some of the most often identified NPS compounds (fentanyl analogs, designer opioids, designer benzodiazepines, bath salts, etc.) This Panel uses predominately LC-TOF screening technology and a separate analytical technique that is compound specific for confirmations. NMS Labs also has an Expanded Panel plus NPS that adds over 50 additional identified NPS compounds, including synthetic cannabinoids.

NMS Labs will provide existing methods for toxicology and drug identification upon request for the analyte and quantitation capabilities. NMS Labs utilizes two independent testing methods as part of our normal operating procedure.

Surveillance Library for Designer Drugs:

NMS has a demonstrated ability to test for designer drugs and/or novel psychoactive substances by providing a screening tool within standard toxicology panels. NMS has a dedicated R&D resource group, which reviews current testing capabilities, recommends and executes test upgrades at least annually, and have staff who routinely publish scientific literature on the topic. NMS is also actively supporting and taking part in federal programs designed to monitor illicit drug overdose in the United States.

Collection Supplies/Sample Storage

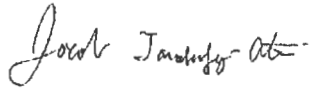
Sample collection kits will be provided (at no charge) that are specially designed to handle post mortem samples.

NMS Labs will create a custom ordering and chain of custody document which reflects the test codes you will most commonly utilize for your investigations. NMS can provide sample requisition forms or send an electronic version of the form that can be printed at your office when needed. NMS also provides all the necessary shipping labels and shipping containers. Upon receipt NMS Labs will hold samples for up to 12 months in a climate controlled environment (typically frozen) and then discards or returns upon request. Custom sample

storage requirements are also available upon request.

I hope you find this information helpful. Please let me know if you have any questions or would like any additional information.

Sincerely,

A handwritten signature in black ink that reads "Jacob Atar". The signature is written in a cursive style with a horizontal line underneath.

Jacob Atar

NMS Labs

Strategic Business Development Manager, Forensic

(P) 215-205-0154 direct

(E) jacob.atar@nmslabs.com

<http://www.nmslabs.com>

EXHIBIT B

Pricing



August 4, 2022

Fort Bend County Medical Examiner's Office
 Attn: Medical Examiner
 3840 Bamore Rd
 Rosenberg, TX 77471

Dear Valued Client:

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 as well as a yearly CPI increase of 4.8% for "services by other medical professionals," payroll increase of 4.4%, health insurance/prescription coverage increase of 13.9% and average lab supply increase of 7.06%; the final three increases account for approximately 70% of our total operating costs.

Account Number(s): 148565
 Price Code Number: FBCME

Pricing Effective Date: 10/01/2022
 Pricing Expiration Date: 9/30/2023

Acode	Description	Projected Volume	Current List Price	Discount Price
1002B	Carbon Monoxide Exposure Biouptake Screen, Blood	20	\$82	\$55
1919FL	Electrolytes and Glucose Panel (Vitreous), Fluid (Forensic)	266	\$98	\$65
5654B	Carbon Monoxide Exposure Biouptake Confirmation, Blood	12	\$90	\$71
8050U	Postmortem, Urine Screen Add-on (6-MAM Quantification only) (Forensic)	0	\$33	\$25
8051B	Postmortem, Basic, Blood (Forensic)	466	\$251	\$139
8051FL	Postmortem, Basic, Fluid (Forensic)	7	\$383	\$201
8051SP	Postmortem, Basic, Serum/Plasma (Forensic)	0	\$251	\$139
8051TI	Postmortem, Basic, Tissue (Forensic)	25	\$449	\$261
8051U	Postmortem, Basic, Urine (Forensic)	0	\$251	\$139
8052B	Postmortem, Expanded, Blood (Forensic)	115	\$371	\$212
8052FL	Postmortem, Expanded, Fluid (Forensic)	8	\$609	\$527
8052SP	Postmortem, Expanded, Serum/Plasma (Forensic)	0	\$371	\$212
8052TI	Postmortem, Expanded, Tissue (Forensic)	7	\$674	\$540
8052U	Postmortem, Expanded, Urine (Forensic)	0	\$371	\$212
8054B	Postmortem, Expanded with NPS, Blood (Forensic)	8	\$695	\$637
8155B	Postmortem Designer Opioids Add-On, Blood (Forensic)	1	\$174	\$162
8756B	Novel Psychoactive Substances (NPS) Screen 1, Blood	0	\$321	\$300
8756U	Novel Psychoactive Substances (NPS) Screen 1, Urine	0	\$321	\$301



9562U	Synthetic Cannabinoid Metabolites Screen - Expanded (2019 Scope), Urine	0	\$122	\$104
9566B	Synthetic Cannabinoids Screen (Add-On), Blood	2	\$176	\$169
99200	Return	0	\$57	\$57
8083B	Postmortem, Basic w/ Vitreous Alcohol and 6-MAM Confirmation, Blood (Forensic)	20	\$273	\$150
8084B	Postmortem, Expanded w/ Vitreous Alcohol and 6-MAM Confirmation, Blood (Forensic)	15	\$394	\$224

All other testing will be billed at the 2022 fee schedule for the agreement term. NMS Labs will provide prepaid federal express air bills for shipping samples to NMS Labs for testing. Collection kits will be provided at no additional cost. All samples will be retained for a period of twelve (12) 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. NMS Labs works diligently to maintain our discounted prices and will evaluate the pricing for this group in 12 months for any necessary pricing increases.

Value Added Services

- NMS Labs is operational 24/7 to provide consistent quick turnaround time on comprehensive toxicology, with approximate turnaround time of 10 business days.
- All analytical testing is performed in-house, with no use of an outside reference laboratory for quantitative or confirmation testing.
- Prepaid shipping of samples via Federal Express Standard Overnight (next business day) delivery on Monday through Saturday.
- Forensic Client Support available via phone and email Monday – Friday 7am – 7:30pm Central Time. NMS Labs also provides a 24/7 Emergency Hotline for Public Health Toxicology Related Emergencies where Toxicology testing and/or consultation may be required.
- Dedicated research & development committee (NPS strategy team) structured to offer continuous delivery of toxicology support services of the designer drug toxicology analysis.
- Designer drug analysis scope expansion delivered every 9 months to offer the most up-to-date panels for new and emerging drugs.
- Access to our comprehensive testing catalog of over 2,700 different tests, with specimen storage on all submitted specimens for twelve (12) months.

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



Sincerely,

A handwritten signature in black ink, appearing to read "Kacie Tross".

Kacie Tross
NMS Labs – Territory Manager
(800) 522-6671 x 2039
Cell phone: 682-252-9202
kacie.tross@nmslabs.com

cc: NMS Labs D365 Database



September 6, 2022

Fort Bend Sheriff's Office
 1810 Richmond Parkway
 Richmond, TX 77469

Dear Valued Client:

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 the following agreement pricing.

Account Number(s): 149203
 Price Code Number: IFS-FBSO

Pricing Effective Date: 10/01/2022
 Pricing Expiration Date: 9/30/2023

Acode	Description	Projected Volume	Agreement Price
11000	Blood Alcohol Content	0	\$200
21000	Controlled Substances - Marijuana Only by Microscopic, Color and TLC	0	\$348
22000	Controlled Substances - GC/MS Scan and Color	0	\$438
22500	Controlled Substances - Cannabinoids Color and GC/MS Scan	0	\$438
23000	Controlled Substances - Pharmaceutical ID and GC/MS Scan	0	\$438
24000	Pharmaceutical Identification (Visual Exam Only)	0	\$61
25000	Controlled Substances - (Syringe) - Dual GC/MS Scan	0	\$875
26000	Controlled Substances - Dual GC/MS Scan	0	\$438
27120	Controlled Substances - Hemp/Marijuana Differentiation by GC/MS	0	\$133
27130	Controlled Substances - Marijuana ID by Microscopy and Hemp/Marijuana Differentiation by GC/MS	0	\$170
27150	THC Identification by Color and Hemp/Marijuana Differentiation by GC/MS	2	\$217
27170	THC Identification and Cannabinoid Quantitation	0	\$450
27460	Controlled Substances - THC Quantitation by HPLC	0	\$438
27700	Drug/Pharmaceutical Quantitation by HPLC	0	\$565
29000	Controlled Substances - Targeted ID by FTIR and Color	0	\$224
29908	Comprehensive Stimulants and Hallucinogens Add-On	0	\$63
29909	Synthetic Cannabinoids Add-On	0	\$145
70025ES	Litigation Support Package - Review, Copy, and Certify (per hour)	0	\$79
70027ES	Integrity Review of Litigation Support Package (per hour)	0	\$79
70028ES	Affidavit/Declaration	0	\$79
70170ES	Expert Testimony - Daily Rate	0	\$2,625

70171ES	Expert Testimony - Hourly Rate	0	\$263
91100ES	IFS Local - Expert Opinion Report (Hourly Rate)	0	\$79
92500	Case Set-Up (Hourly Rate)	0	\$110
95300ES	IFS Local -BAC Litigation Package	0	\$79
96700ES	NMS Fees - Litigation Support Package (Hourly Rate)	0	\$79
96701ES	IFS Local -Affidavit	0	\$79
99000ES	IFS Local -Litigation Support Package (Hourly Rate)	0	\$79
99200	Return	0	\$57
NMS8150B	ProofPOSITIVE® Drug Impaired Driving/DRE Toxicology Panel, Blood (Forensic)	0	\$330
NMS8152B	ProofPOSITIVE® Drug Impaired Driving/DRE Toxicology Expanded Drug Screen Add-On, Blood (Forensic)	0	\$155

All testing ordered during this effective period will be billed at the 2022 NMS Fee Schedule price list.

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

Sincerely,



Kacie Tross
 NMS Labs – Territory Manager
 (800) 522-6671 x 2039
 Cell phone: 682-252-9202
kacie.tross@nmslabs.com

cc: NMS Labs D365 database