

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN  
THE COUNTY OF SHASTA AND NMS Labs**

This First Amendment is entered into between the County of Shasta ("County"), a political subdivision of the State of California, through the Shasta County Sheriff-Coroner's Office ("Sheriff-Coroner") and NMS Labs, ("Consultant") for the purpose of performing forensic toxicology laboratory services.

**RECITALS**

WHEREAS, County and Consultant have previously entered into an agreement effective July 1, 2014 to perform forensic toxicology services ("Agreement"); and

WHEREAS, County and Consultant desire to amend the Agreement to increase the maximum compensation payable to Consultant by \$60,000 to a new maximum of \$110,000, increase the term of the agreement for two additional one year terms, and replace Exhibit A with a new fee schedule valid through June 30, 2018;

NOW, THEREFORE, the Agreement is amended as follows:

I      Section 3. COMPENSATION, is amended as of the effective date in its entirety of this First Amendment to read as follows:

- A. Consultant shall be paid on accordance with Exhibit A-1 for the services described in Exhibit A-1. Exhibit A-1 may be updated by Consultant on July 1, 2018. All other services requested by the County, not otherwise listed in Exhibit a-1 shall be billed by Consultants based on Consultants then Current List Price Fee Schedule (Schedule), which shall not be changed more than annually and which shall be provided to County at such times as the Schedule is changed.
- B. In accordance with the budget as prescribed in Section 4, County shall pay to Consultant a maximum of \$110,000 for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget ("OMB") of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement. In no event shall the maximum amount payable under this agreement exceed \$110,000.
- C. Consultant's violation of breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

II      Section 5. TERM OF AGREEMENT, is amended as of the effective date in its entirety of this First Amendment to read as follows:

The initial term of this agreement shall begin July 1, 2014 and end June 30, 2016. The term of this agreement shall be automatically renewed for two additional one-year terms at the end of the initial term, under the same terms and conditions, unless either party gives 30 days written notice not to renew. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall terminate as of June 30 of the last fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

### III REAFFIRMATION

In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.

### IV ENTIRE AGREEMENT

The Agreement, as amended, and any attachments, constitute the entire understanding between County and Consultant.

### V EFFECTIVE DATE

Unless otherwise provided, this First Amendment shall be deemed effective as of October 1, 2016.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this First Amendment and to bind the party on whose behalf his/her execution is made.

**COUNTY OF SHASTA**

Date: \_\_\_\_\_

\_\_\_\_\_  
David Kehoe, Chairman  
Shasta County Board of Supervisors

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

Approved as to form:

RISK MANAGEMENT APPROVAL

RUBIN E. CRUSE, JR  
County Counsel

Adam M. Pressman 4/27/17  
By: Adam M. Pressman  
Senior Deputy County Counsel

By: James Johnson 04/27/17  
James Johnson  
Risk Management Analyst II

**CONSULTANT**

Date: 4/20/2017

By: Pierre Cassigneul  
Pierre Cassigneul  
President/CEO  
NMS Labs  
Tax I.D.#: 23-1731658



# EXHIBIT A-1

December 30, 2015

Shasta County Sheriff-Coroner Office  
4555 Veterans Lane  
Redding, CA 96001-1679

Dear Troy Clegg:

Account Number: 62C  
Price Code: SHAS

Pricing Effective Date: 7/1/2016  
Pricing Expiration Date: 6/30/2018

Thank you for choosing NMS Labs for your testing needs. Based upon the projected volumes of 120 cases per year, 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.

Acode	Description	Client Price
8051B	Postmortem Toxicology - Basic, Blood (Forensic)	\$131.00
8051FL	Postmortem Toxicology - Basic, Fluid (Forensic)	\$264.00
8051SP	Postmortem Toxicology - Basic, Serum/Plasma (Forensic)	\$131.00
8051TI	Postmortem Toxicology - Basic, Tissue (Forensic)	\$309.00
8051U	Postmortem Toxicology - Basic, Urine (Forensic)	\$131.00
8052B	Postmortem Toxicology - Expanded, Blood (Forensic)	\$194.00
8052FL	Postmortem Toxicology - Expanded, Fluid (Forensic)	\$414.00
8052SP	Postmortem Toxicology - Expanded, Serum/Plasma (Forensic)	\$194.00
8052TI	Postmortem Toxicology - Expanded, Tissue (Forensic)	\$459.00
8052U	Postmortem Toxicology - Expanded, Urine (Forensic)	\$194.00

## Additional Testing

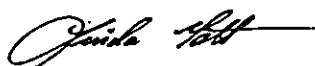
Acode	Description	Client Price
1919FL	Electrolytes and Glucose Panel (Vitreous), Fluid (Forensic)	\$84.00
7542B	Ethanol - Title 17, Blood – (to be ordered in MVA cases only)	\$67.00
7542U	Ethanol - Title 17, Urine – (to be ordered in MVA cases only)	\$67.00
8061B	Postmortem Toxicology - Basic w/o Alcohol, Blood (Forensic) (to be ordered in MVA cases only)	\$121.00
8061U	Postmortem Toxicology - Basic w/o Alcohol, Urine (Forensic) (to be ordered in MVA cases only)	\$121.00
8062B	Postmortem Toxicology - Expanded w/o Alcohol, Blood (Forensic) (to be ordered in MVA cases only)	\$173.00
8062U	Postmortem Toxicology - Expanded w/o Alcohol, Urine (Forensic) (to be ordered in MVA cases only)	\$173.00
8092B	Postmortem Toxicology - Expert, Blood (Forensic)	\$439.00
8092FL	Postmortem Toxicology - Expert, Fluid (Forensic)	\$557.00
8092SP	Postmortem Toxicology - Expert, Serum/Plasma (Forensic)	\$439.00
8092TI	Postmortem Toxicology - Expert, Tissue (Forensic)	\$603.00

8092U	Postmortem Toxicology - Expert, Urine (Forensic)	\$439.00
8050U	Postmortem Toxicology - Urine Screen Add-on (6-MAM Quantification only)	\$28.00

All other testing ordered during this effective period will be billed at 2016 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 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 stylized flourish at the end.

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