DISTRICT IV MEDICAL EXAMINER'S OFFICE

Serving Duval, Clay, Nassau, Hamilton, & Columbia Counties

Monday, September 10, 2018

TO: Gregory Pease, Chief, Procurement Division

FROM: Timothy C. Crutchfield, Director of Operations

RE: **P-10-15 Postmortem Forensic Toxicology Services - Master Blanket no. 600405 Requisition No. 239584**

The Medical Examiner's Office is requesting the first renewal thru PSEC of the above award for the period October 1, 2018 thru September 30, 2019. All specifications of the contract will remain the same.

The index code is MEME011, Subobject is 03109 and the amount for FY 19 is $594,509.28. The new revised annual expenditure total for the award will not exceed $2,373,902.28.

I have attached a copy of NMS's letter agreeing to the automatic renewal.

Please let Janice Lyons know when the master blanket has been updated.

Thank you for your assistance.

/jll

2100 Jefferson Street
Jacksonville FL 32206

904.255.4000 (main office)
904.630.0964 (facsimile)

www.coj.net
MEORecords@coj.net

Jacksonville
Where Florida Begins.

NMS LABS

August 28, 2018

Tim Crutchfield
Medical Examiner's Office
2100 Jefferson Street
Jacksonville, FL 32206

RE: Automatic Renewal of Contract between NMS Labs and the City of Jacksonville, FL made effective June 26, 2015

Dear Mr. Crutchfield,

In accordance with Section 4 "Term" of the aforementioned contract between NMS Labs and the City of Jacksonville, Florida, NMS Labs hereby agrees to the automatic renewal of the contract from October 1, 2018 through September 30, 2019.

In addition, in accordance with Section 5 "Consideration" of the contract, the contract price for this renewal period will remain at $57,542.44 per month. This price corresponds to a CPI increase of 0.0%. The facility use discount will remain at $8,000 per month, and the total monthly price will remain at $49,542.44.

Sincerely,

Andrew Nolan
VP of Finance
NMS Labs

PROCUREMENT DIVISION

May 28, 2015

The Honorable Alvin Brown, Mayor
City of Jacksonville
4th Floor, St. James Building
Jacksonville, FL 32202

Dear Mayor Brown:

Ref: P-10-15 Postmortem Forensic Toxicology Services
District IV Medical Examiner's Office

The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building, for the purpose of concluding fee and contract negotiations with the number one ranked company for the above-captioned project.

The following motion and/or recommendation was **adopted**:

That the City of Jacksonville enter into a contract with National Medical Services, Inc., d/b/a NMS Labs, a private cooperation, to provide the Postmortem Forensic Toxicology Services that: (i) incorporate the attached Scope of Services identified as Exhibit 'A'; (ii) incorporate the attached Contract Fee Schedule identified as Exhibit 'B'; (iii) the initial period of service will be for three (3) years from date of execution of contract to September 30, 2018, with two additional one-year renewal options remaining at terms mutually agreeable; (iv) provide a not-to-exceed total maximum indebtedness of $1,779,393.00. All other terms and conditions are per the City's standard contract language and the RFP. Nothing contained herein shall be amended, modified, or otherwise revised, without prior approval from the PSEC and the Mayor.

If the foregoing meets your approval, please affix your signature and return to my office.

Respectfully submitted,

Gregory Pease, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

APPROVED:

Alvin Brown, Mayor

This 28th day of MAY, 2015

Cleveland Ferguson III
Deputy Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2015-01

GP

cc: **Council Auditor**
Philip Boston, GAD
James McCain, OGC
Subcommittee Members

DISTRICT IV MEDICAL EXAMINER'S OFFICE

Serving Duval, Clay, Nassau, Hamilton, & Columbia Counties

MEMORANDUM

May 28, 2015

TO: Gregory Pease, Chairman
Professional Services Evaluation Committee

FROM: Kimberly Bynum, Operations Manager
District IV, Medical Examiner's Office

Valerie Rao, Medical Examiner
District IV, Medical Examiner's Office

SUBJECT: P-10-15 Postmortem Forensic Toxicology Services

The Medical Examiner's Office has negotiated with the number one ranked consultant that submitted a proposal and was selected to provide the Postmortem Forensic Toxicology Services resulting in the attached Scope of Services, Exhibit A and Contract Fee Schedule, Exhibit B.

Accordingly, this is to recommend that the City of Jacksonville enter into a contract with National Medical Services, Inc, d/b/a NMS Labs, a private cooperation, to provide the Postmortem Forensic Toxicology Services that incorporates the attached Scope of Services identified as Exhibit A and Fee Schedule identified as Exhibit B. The initial contract period will be for three years from date of execution of the contract to September 30, 2018, with two (2) additional one-year renewals at terms mutually agreeable. The maximum indebtedness is a not-to-exceed amount of $49,427.58 monthly for Years 1 and 2 ($593,131 annually). All other terms and conditions of the Contract are per the City's standard contract language and as provided in the Request for Proposals.

Attachments: Exhibit A Scope of Service/Contract
Exhibit B Fee Schedule

cc: Alex Baker, PSEC Specialist

2100 Jefferson Street
Jacksonville FL 32206

904.255.4000 (main office)
904.630.0964 (facsimile)

www.coj.net
MEORecords@coj.net

Jacksonville
Where Florida Begins.

Exhibit A

Scope of Services

1. **Scope of Services.**

A. General Testing

a. NMS LABS will provide an on-site, accredited, post-mortem toxicology lab to support the District 4 ME's Office.

i. Testing performed on-site will consist of:

1. Alcohol and volatiles analysis in whole blood
2. Carboxyhemoglobin in whole blood
3. Electrolytes in vitreous
4. Basic and Expanded Drug Screening Panels in whole blood, urine, and vitreous

b. NMS LABS will provide off-site, accredited, post-mortem toxicology laboratory testing to support to the District 4 ME's Office.

i. Testing performed off-site will consist of:

1. Confirmations and quantifications on positive screens on blood, urine, and vitreous samples
2. Esoteric testing
3. Testing on matrices other than blood, urine, or vitreous
4. Testing not listed in Section 1.A.a

c. NMS LABS will provide all testing, either on-site or off-site, in an ABFT, CAP, and/or ASCLD/LAB accredited facility using fully validated and approved testing procedures.

d. NMS LABS will not use sub-contractors to perform any testing without the prior written consent of District 4 ME's Office.

e. NMS LABS will provide all collection and shipping supplies necessary to submit cases. NMS LABS will be responsible for all shipping costs related to shipping samples to and from any of its facilities.

f. NMS LABS will provide access to its other accredited testing including: Body Fluid Identification, DNA, Drug Identification, Firearms, and General Unknown testing. This testing will be invoiced at negotiated rates, in addition to the monthly service fee that covers all of the toxicological services

B. Instrumentation

a. NMS LABS will be solely responsible to purchase, install, and validate any instrumentation necessary to conduct the testing listed in Sections 1.A.a and 1.A.b.

b. NMS LABS will be solely responsible for the maintenance of the instrumentation necessary to conduct the testing listed in Sections 1.A.a and 1.A.b.

c. As outlined in Section 3, NMS LABS will purchase equipment from 4ME.

C. Toxicological Support Services
   a. NMS LABS will provide interpretive toxicology services through NMS Labs' DirecTox® program.
   b. NMS LABS will provide a dedicated Board Certified Forensic Toxicologist to the District 4 ME's Office, who will provide:
      i. Daily interpretative support
      ii. Case consultation for daily grand rounds
      iii. Case by case reviews

D. Transition
   a. Hiring – NMS LABS will be solely responsible for the staffing of the ME laboratory at the Jacksonville ME Office. As part of this effort, NMS LABS will interview and make a good faith effort to vet the interested existing laboratory staff and notify them of a hiring decision. The communication with City of Jacksonville employees will be initiated by NMS Labs Human Resources Department and follow NMS Labs routine hiring practices. This initial contact will occur prior to the effective start date of this contract.
   b. NMS Labs will perform toxicology testing in total during the transition period at the main facility in Willow Grove, PA. Project management updates will be provided routinely to District 4 ME's Office.
   c. NMS LABS will perform a walk-through of the District 4 ME's Office site and determine a plan for implementing safety and security measures, sample storage requirements, and information technology installation needs.
      i. NMS LABS will order any additional equipment necessary to perform the testing at the District 4 ME's Office site.
      ii. NMS LABS will deploy a staff member to collect and send cases from the District 4 ME's Office to our facility in Willow Grove, Pennsylvania and to facilitate day-to-day set-up tasks.
   d. NMS LABS will meet with District 4 ME's Office to communicate and establish a timeframe for:
      i. Professional requirements of the toxicological service
      ii. Quality Transition Plan
      iii. NMS LABS will begin training of on-site staff, either at the District 4 ME's Office site or at one of our other facilities
      iv. NMS LABS will install and validate the new equipment and procedures
      v. NMS LABS will secure accreditation through ASCLD/LAB
      vi. NMS LABS will deploy the full-time, permanent on-site scientists

E. Service
   a. NMS LABS will supply District 4 ME's Office with no charge chain of custody requisitions and collection supplies to prepare for biological sample collection from autopsy and non-autopsy cases.
   b. NMS LABS will supply preprinted shipping labels for standard overnight shipping from District 4 ME's Office to our Willow Grove facility.

c. NMS LABS will establish authorized communication, billing, and resulting conduits, including a secure web portal to obtain electronic results that can be stored in case management software and/or printed directly from the web portal.
d. NMS LABS will retain samples from the District 4 ME's Office in refrigerated/frozen secured evidence storage for 1 year from the completion of testing. Samples will be returned upon request (additional shipping and handling fees apply).
e. NMS Labs customer Service Department will provide support and consultation Monday- Friday 8 am – 8:30 pm (Eastern Time).

F. Professional Toxicology Services

a. NMS/NMS LABS Labs will provide turnaround time for all postmortem cases with a 7-10 business day average following receipt of samples.
b. NMS Labs will provide Toxicologist consultation via phone or email on an as-needed basis during support hours: Monday-Friday 8 a.m. - 5 p.m. (Eastern Time). This will be accomplished by assigning a Primary Responsible Toxicologist assigned to this account and available via NMS Labs DirecTox® service, or by on-site support.
c. The Primary Responsible Toxicologist will be backed up by a daily on-call Toxicologist (Toxicologist of the Day) for routine case discussion.
d. NMS Labs will provide a minimum of one continuing education presentation annually, on site at District 4 ME's Office or Contractor's lab site on relevant topics of interest to the District 4 ME's Office. This may be combined with other Districts and/or agencies in Florida allowing for increased attendance and participation.
e. The Primary Responsible Toxicologist will be available for routine "Grand Rounds" case discussion between Contractor's lab toxicologists and District 4 ME's Office via webinar and/or video conferencing.
f. The Primary Responsible Toxicologist will be the principal resource to directly review results of individual cases, as needed. (In the event that extensive research or litigation services are required, fees may be quoted at time of request).

G. Postmortem Toxicology Testing Defined

a. The management service fee established is based upon an estimated 2,000 postmortem toxicology cases per year. In the event that the testing volumes increase by more than 10%, NMS LABS reserves the right to renegotiate contract pricing.
b. The budget for 2,000 postmortem toxicology cases includes a combination of the tests listed under Services Section 1.A. The estimated percentages of these tests, based upon historical volumes of the Jacksonville Medical Examiners' Office are:

- 100% (2000/2000 cases)- Blood and vitreous alcohol and other volatiles analysis (Acode 0170B, 0170FL)
- 05% (100/2000 cases)- Carboxyhemoglobin by spectroscopy (Acode 1005B)
- 04% (80/2000) - Vitreous Electrolytes (Acode 1919FL)

- 10% (2000/2000 cases) - Immunoassay drug screening (ELISA) (Acode 8051B, 8051U)
- 90% (2000/2000 cases) - Expanded Drug Screening Panel (LC-TOF) (Acode 8052B, 8052U)
- 01% (20/2000 cases) - Esoteric Testing on blood, urine, tissues and fluids

In the event that test mix percentages deviate significantly from the estimates, NMS LABS reserves the right to renegotiate the annual contract amount.

Exhibit B: Annual Contract Cost

Year 1 Budget Worksheet

Personnel	(including direct and indirect labor costs)	
Total		**$341,981**
Instrumentation	(5 year linear depreciation and maintenance)	
Total		**$143,400**
QA Budget		**$77,000**
Supplies and Consumables		**$35,750**
Confirmations		**$91,000**
Subtotal for services		**$689,131**
License Agreement for Use of Space and Utilities		**-$96,000**
Total for Services	**TOTAL Year 1**	**$593,131**

Less Instrument purchase $ 66,737
Note: A credit for the sum of $67,737 will be spread evenly over the first two months of the first year of the contract.
Monthly service fee year 1 and 2 $ 49,427.58

'P-10-15

LICENSE AND SERVICE AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
NATIONAL MEDICAL SERVICES, INC.

This License and Service Agreement is made this 26 day of June, 2015, by and between the **CITY of Jacksonville, FL**, hereinafter referred to as the "City" and **NATIONAL MEDICAL SERVICES, INC., dba NMS Labs,** a private corporation, hereinafter referred to as the "Contractor" or "NMS LABS."

WITNESSETH:

WHEREAS, the City of Jacksonville has determined that it desires the assistance of a forensic laboratory company to manage and maintain an on-site forensic toxicology laboratory at 2100 North Jefferson St, Jacksonville, FL 32206 and to provide certain forensic analysis services therein; and

WHEREAS, pursuant to and in compliance with Part 3, of Chapter 126, *Ordinance Code*, of the City of Jacksonville, and the competitive bidding requirements outlined in the RFP P-10-15; and

WHEREAS, the City has determined that NMS LABS, has the qualifications, experience and expertise in forensic laboratory management and services and is qualified to meet the needs of the City, and the City has selected NMS LABS to perform such services, and the parties have negotiated terms that are mutually agreeable; and

WHEREAS, NMS LABS will perform professional services requiring special knowledge and a high order of learning and skill; and

WHEREAS, NMS LABS has been selected and awarded this contract on the basis of demonstrated competence and qualifications to perform the contractual services identified herein for a fair and reasonable price; and

WHEREAS, the selection of NMS LABS and the negotiation with NMS LABS is in accordance with Section 126.303 and 126.304, *Ordinance Code* of the City of Jacksonville Government Code; and

WHEREAS, the City of Jacksonville has agreed to engage the professional services of NMS LABS to provide forensic laboratory services, related to medical examiner toxicology activities and more specifically identified in this agreement including in the description in "Scope of Work" and hereinafter referred to as the "Services," for the City's District 4 Medical Examiner's (ME's) Office; and

WHEREAS, the City has agreed to grant NMS LABS a license to maintain and manage an on-site forensic crime laboratory at 2100 North Jefferson St., Jacksonville, FL 32206 (the "Property"), as more particularly described in **Exhibit A**, where Contractor will perform the Services; and

WHEREAS, the agreement attached hereto is necessary to preserve and protect the public health and safety of the residents of the City of Jacksonville, FL.

NOW, THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, both the City and NMS LABS mutually agree as follows:

1. Statement of NMS LABS Services

NMS LABS shall furnish all services, documents, and other matters called for in the "Scope of Services," attached hereto as **Exhibit A** and incorporated herein by this reference. If any services, functions, or responsibilities not specifically described in this Agreement and/or the Scope of Services are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the Scope of Services to the same extent and in the same manner as if specifically described in this Agreement. NMS LABS shall be responsible for providing the equipment, supplies, personnel (including management, employees, and training), and other resources as necessary to provide the Services. NMS LABS accepts the special relationship established between itself and City by this Agreement. NMS LABS shall employ sound business administration and superintendence to perform the Scope of Services in a manner consistent with the best interests of City.

2. License for Use of City Facilities

2.1 City hereby grants to NMS LABS an annual license to enter and occupy City property comprising the second floor laboratory space at 2100 North Jefferson Street, Jacksonville, Florida 32206, as more particularly described in **Exhibit B**, attached hereto and incorporated herein by this reference (hereinafter the "Property"), in order to operate a postmortem toxicology laboratory and to provide the Services.

2.2 City will provide NMS LABS with acceptable access to, and control and security of, the Property. The City will provide limited access control for the evidence storage room and the main laboratory area. Any additional security measures, i.e. card reader or other access limiting devices, monitoring, etc will be installed and be the responsibility of NMS Labs. This is required for ASCLD/LAB and/or ABFT accreditation. Security for the area will be such that only NMS LABS and Jacksonville Medical Examiner's Office "Authorized Personnel" may have access to the area provided. "Authorized Personnel" will be audited by ASCLD/LAB and/or ABFT.

2.3 City will provide utilities, including electricity, water, and sewage. City will provide general housekeeping, including hazardous and non-hazardous waste removal and disposal. City will provide HVAC appropriate for office work.

2.4 In consideration of the licenses as outlined in Sections 2.1, 2.2, and 2.3, NMS LABS shall reduce the consideration amount outlined in Section 5.1 by NINETY-SIX THOUSAND AND NO/100 DOLLARS ($96,000) each year of the contract. This amount will be credited monthly in equal amounts of EIGHT THOUSAND AND NO/100 DOLLARS ($8,000) each year.

3. Sale of Existing Equipment

3.1 NMS LABS shall purchase the following equipment from City:

3.1.1 Agilent 7890/5975 XL GC/MS
3.1.2 Agilent 7890B GC/FID
3.1.3 Thermo Evolution 300 Spectrophotometer
3.1.4 A&D Digital Balance
3.1.5 Jewett LR37B Lab Refrigerator
3.1.6 Matheson Leak Detector PN 128793
3.1.7 HP 6890 GC/FID (not working – for parts) PN 149565
3.1.8 Trace 2000 GC (Volatiles) PN 162663
3.1.9 TriPlus Base Unit for Trace 2000 PN 185660
3.1.10 TriPlus Headspace Turret for Trace 2000 PN 185661
3.1.11 Reacti-Therm Heating Module PN 173301
3.1.12 Gas Manifold System (Gas closet) PN 184092
3.1.13 Gas Manifold System (Gas closet) PN 184093
3.1.14 TurboVap Evaporator PN 189021
3.1.15 Eppendorf Centrifuge PN 189025
3.1.16 Eppendorf Centrifuge PN 189026
3.1.17 Eberbach Shaker PN194848
3.1.18 UCT Positive Pressure SPE Manifold PN 196633

3.2 In consideration of the equipment listed in Sections 3.1.1 through 3.18, NMS Labs shall pay the SIXTY-SIX THOUSAND SEVEN HUNDRED SIXTY-SEVEN AND NO/100 DOLLARS ($66,767.00). This amount will be credited over the first two months of the

first year of the contract as follows; a credit of $49,427.58 against the first month's fee paid to NMS and a credit of $17,339.42 against the second month's fee.

4. Term.

The initial term of this Agreement shall be for a period of three (3) years from the date of signed approval by both parties (the "Effective Date") and shall automatically renew annually under the same terms and conditions for up to two (2) additional one year terms unless City provides notice of termination within sixty (60) days of the end of any one year term.

5. Consideration.

5.1 NMS Labs shall be paid for the Services under this Agreement an amount not to exceed SIX HUNDERED EIGHTY NINE THOUSAND ONE HUNDRED THIRTY-ONE AND 00/100 DOLLARS ($689,131.00), as set forth in **Exhibit D**, attached hereto and incorporated herein by this reference. This amount shall be held constant for 2 years and the credit for the instrument purchase (outlined in section 3.2) will be spread over the first two months of the first year of the contract. For annual renewals of this Agreement, increases, if at all, by a percentage based upon the latest NON-PRELIMINARY 12-month Percent Change in the Producer Price Index – Medical and Diagnostic laboratories (series ID PCU6215-6215) as published by the Bureau of Labor Statistics, U.S. Department of Labor after year 2.

5.2 NMS Labs shall issue a monthly invoice to City on or about the 1st week of the month. Each monthly invoice will be itemized, as necessary, and will reflect the monthly management service fee. For the first two years of the contract, the monthly management service fee will be in the amount of the annual contract amount identified in Section 5.1 divided into twelve consecutive monthly service fees, less the consideration for Licenses identified in Section 2.4, less the credit of instrument purchase in Section 3.2. The first month's management service fee will be invoiced within 30 days of the Effective Date of this agreement. Additional forensic laboratory testing and support services that are performed beyond the scope of work outlined in the Scope of Services will be billed separately. These additional services may include offerings such as DNA testing and Drug Identification. Additional testing services performed outside of the Scope of Services included in the monthly service fees will only be performed at the request of an authorized agent of the District 4 ME's Office. Additional testing performed outside of the management service contract will be billed at prevailing list prices or at discounted rates agreed upon between NMS LABS and the District 4 ME's Office.

5.3 Each monthly payment shall be due thirty (30) days from the date of the City's receipt of the invoice.

5.4 All payments to be made by City under this Agreement are payable only out of current City revenues. In the event that funds relating to this Agreement do not become available, City shall have no obligation to pay or perform any services related herein to NMS LABS for City's fiscal year during which time such funding is not available or appropriated. Should City experience a funding unavailability, either party may choose to terminate the Agreement subject to Section 6 of this Agreement.

5.5 NMS LABS will negotiate in good faith in year 3 and beyond, as the laboratory use is expanded to other agencies. It is expected that cost sharing will be distributed to other agencies as the use of the laboratory is rolled out to law enforcement agencies. The amount of cost sharing will be determined by the extent of use from other agencies.

6. Termination.

6.1 Termination for Cause. If NMS Labs fails to comply with any provision of this Agreement, City may terminate this Agreement for default. Termination shall be effected by serving a notice of intent to terminate the Agreement setting forth the manner in which NMS LABS is in default. NMS LABS will be given an opportunity to correct the default as soon as possible (but in no event more than thirty (30) days after notice of the default is given) before a termination notice is rendered. NMS LABS will only be paid the Agreement price for Services performed in accordance with the manner of performance set forth in this Agreement. City shall have the right to immediately terminate the Agreement if NMS Labs violates any local, state, or federal laws, rules, or regulations that relate to the performance of this Agreement.

6.2 Termination for Default by City. If City fails to perform any of its duties under this Agreement, NMS Labs may deliver a written notice to the Purchasing Manager describing the default, specifying the provisions of the Agreement under which NMS Labs considers City to be in default, and setting forth a date of termination not sooner than 60 days following City's receipt of the notice. NMS Labs, at its sole option, may extend the proposed date of termination to a later date. If City fails to cure such default prior to the proposed date of termination, NMS Labs may terminate its performance under this Agreement as of such date.

6.3 Termination for Convenience Notwithstanding any provision contained herein to the contrary, either party may terminate this Agreement, in whole or in part, at any time by giving sixty (60) days' written notice to the other party. If NMS Labs has any property in its possession belonging to City, NMS Labs will account for the same and dispose of it in the manner City directs.

7. Independent Contractor.

Nothing contained herein shall be construed as creating the relationship of employer and employee between City and NMS Labs or between City and NMS Labs' employees. NMS Labs shall be deemed at all times to be an independent contractor. In carrying out the terms of this Agreement, NMS Labs shall select its own employees and such employees shall be and act under the exclusive and complete supervision and control of NMS Labs. Neither NMS Labs nor its employees will be entitled to any of the benefits established for City employees nor be covered by City's Worker's Compensation Program.

8. Insurance. Without limiting its liability under this Agreement, the NMS LABS shall at all times during the term of this Agreement procure prior to commencement of work and maintain at its sole expense during the life of this Agreement (and shall require its subcontractors of any tier, laborers, material men and suppliers to provide, as applicable), insurance of the types and limits in the amounts not less than stated below, and prior to work commencement provide a certificate (with applicable endorsements) on a form that is acceptable to the City's Division of Insurance and Risk Management evidencing the following required coverage's to the City:

Schedule	Limits

Worker's Compensation/Employers Liability

Worker's Compensation	Florida Statutory Coverage	
Employer's Liability	$1,000,000	Each Accident
	$1,000,000	Disease Policy Limit
	$1,000,000	Each Employee/Disease

This insurance shall cover the NMS LABS (and to the extent its subcontractors of any tier are not otherwise insured) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability - (Form CG0001)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG0001) as filed for use in the State of Florida without any restrictive endorsements other than those approved in writing by the City's Office of Insurance and Risk Management.

	$2,000,000	General Aggregate
	$2,000,000	Products & Completed Ops Aggregate
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Property Damage
	$ 5,000	Medical Expenses
Automobile Liability	$1,000,000	Each Occurrence – Bodily Injury and Property Damage Combined

(Coverage for all automobiles, owned, hired or non-owned used in performance of the Services)

ISO Form CA0001 as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Professional Liability	$1,000,000 per Claim
	$2,000,000 Aggregate

(Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claim Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.)

Special Form - All Risk	
(Personal Property)`	Replacement Cost
Employment Practices Liability	$1,000,000 per Claim
	$1,000,000 Aggregate

(Employment Practices Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claim Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.)

Pollution Liability	$1,000,000 per Claim
	$2,000,000 Aggregate

(Pollution Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claim Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The coverage shall apply to all or in connection with and arising out of any environmental, including but not limited to health and safety liabilities, clean-up, transportation and disposal of handling all hazardous material and onsite of disposal or relating to the operation or relating activities perform in connection with the contract

Additional Insurance Provisions

A. Waiver of Subrogation. All insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and the City's members, officials, officers, employees and agents.

B. Additional Insured: All insurance policies except Worker's Compensation and Professional Liability shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CA2037 and Automobile Liability CA2048; endorsements will be provided to, reviewed, and approved by the City's Division of Insurance and Risk Management prior to commencement of work.

C. NMS LABS's Insurance Primary. The insurance provided by the Provider shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.

D. Deductible or Self-Insured Retention Provisions. Except as authorized in this Agreement, the insurance maintained by NMS LABS shall apply on a first dollar basis without application of a self-insurance, deductible or self-insured retention. Except as authorized specifically in this Agreement, no self-insurance, deductible or self-insured retention for any required insurance provided by NMS LABS pursuant to this Agreement will be allowed. If there is any self-insurance, deductible or self-insured retention for any required insurance, NMS LABS shall be responsible for paying on behalf of the City (and any other person or organization NMS LABS has, in this Agreement, agreed to include as an insured for the required insurance) any self-insurance, deductible, or self-insured retention allowed under this paragraph. The City will not be responsible for any self-insurance, deductibles, or self-insured retentions under this Agreement.

E. NMS LABS's Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of NMS LABS or its subcontractors of any tier, employees, or agent to the City or others. Any remedy provided to City or City's members, officials, officers, employees, or agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

F. No Waiver by City Approval/Disapproval. Neither approval by City nor failure to disapprove the insurance furnished by NMS LABS shall relieve NMS LABS of NMS LABS's full responsibility to provide insurance as required under this Agreement.

G. Each policy shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida Statutes or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A-VII or better. Prior to commencing any Services, Certificates of Insurance approved by City's Division of Insurance & Risk Management demonstrating the maintenance of said insurance shall be furnished to City. NMS LABS shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. In the event NMS LABS is unable to obtain such endorsement, NMS LABS agrees to provide the City the notice directly. Until such time as the insurance is no longer required to be maintained by NMS LABS, NMS LABS shall provide the City with renewal or replacement evidence of insurance with the above minimum requirements no less than 30 days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

H. Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to City's Division of Insurance and Risk Management, if requested to do so by the City, NMS LABS shall, within thirty (30) days after receipt of a written request from the City, provide the City with a certified, complete copy of the policies of insurance providing the coverage required herein.

I. Anything to the contrary notwithstanding, the liabilities of NMS LABS under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Neither approval of, nor failure to disapprove, insurance furnished by NMS LABS shall relieve NMS LABS or its sub-contractors of any tier from responsibility to provide insurance as required by the Agreement.

J. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may, at its sole option require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the CITY also be named as an additional insured.

K. In case any class of employees engaged in hazardous work under the Contract is not protected under the Workers' Compensation statute, NMS Labs shall provide, and cause each sub-consultant to provide, adequate insurance, satisfactory to Buyer, for the protection of employees not otherwise protected.

9. INDEMNIFICATION.

NMS LABS, and its subsidiaries (collectively the "Indemnifying Parties"), shall (and shall require all subcontractors of any tier to) hold harmless, indemnify, and defend City and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits,

actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature (including, but not limited to, court, investigation and defense costs, and reasonable expert and attorney's fees), which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

(a) General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

(b) Violation of Laws Liability, arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, rules or regulations, by the Indemnifying Parties or those under their control; and

(c) Breach of Representations, Warranties and Obligations, arising directly or indirectly out of any breach of any representation, warranty, covenant or obligation set forth in the Contract or made by the Indemnifying Parties in connection with the Contract or in any certificate, document, writing or other instrument delivered by the Indemnifying Party; and

(d) to the extent this Contract contemplates environmental exposures, Environmental Liability, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

(e) to the extent this Contract contemplates intellectual property exposures, Intellectual Property Liability, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract. In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect and any term which offends Section 725.06 or 725.08 of the Florida Statutes may, subject to the sole discretion of the Indemnified Party, be modified to comply with said statutes.

If an Indemnified Party exercises its rights under this Contract, the Indemnified Party will (1) provide reasonable notice to Indemnifying Parties of the applicable claim or liability, and (2) allow Indemnifying Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests.

10. COMPLIANCE WITH LAWS

NMS LABS shall at all times observe and comply with all federal, state, and local laws, ordinances, rules, and regulations which in any manner affect this Agreement or the work, and to the extent allowed by law, shall indemnify, save and hold harmless City against all claims arising from the violation of any such laws, ordinances, rules, and regulations whether by NMS LABS or its employees or clients.

11. Venue and Law.

For the purposes of determining the place of the Agreement and the law governing the same, this Agreement is entered into in the City of Jacksonville, State of Florida, and shall be governed by the laws of the State of Florida. Venue for all purposes shall be in the courts of Duval County, Florida.

12. City Not Obligated to Third Parties.

The City shall not be obligated or liable hereunder to any person other than NMS LABS, and City agrees to defend, indemnify and save harmless NMS LABS, its officers, employees and agents from suits, actions, proceedings, claims, judgments, costs, damages and expenses, at law or in equity, in connection with loss of life, bodily or personal injury or property damage arising from the sole negligent act or omission of City and its officers, agents or employees, in connection with the City's performance under the Agreement, subject to the limitations and provisions of Section 768.28, Florida Statutes, which provisions and limitations are not hereby expanded, altered or waived.

13. Waiver/Modification of Agreement.

Except as expressly noted herein, no waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless provided as a written amendment hereto, signed and approved as provided herein. No evidence of any waiver or modification shall be offered or received in evidence of any proceeding arising between the

Parties out of or affecting this Agreement, or the rights or obligations of the Parties under this Agreement, unless such waiver or modification is in writing as herein described.

14. Severability.

Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

15. Entire Agreement; Conflict.

This Agreement constitutes and expresses the entire agreement between the parties regarding the Scope of Services specified. It shall not be amended or modified except by a written instrument signed by both parties. If there is a conflict between or among the terms or provisions of this Agreement and its attachments and/or references, the terms or provisions of this Agreement prevail.

16. Assignment.

This Agreement shall not be assigned without the prior written consent of both parties.

17. Binding Agreement.

Each person signing below represents that he or she has read this Agreement in its entirety, understands its terms, has the authority to bind his or her respective entity or party, and agrees on behalf of such party that such party will be bound by those terms.

18. Notices.

All notices provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

City:
City of Jacksonville
ATTN: Operations Manager, Kim Bynum
District Four Medical Examiner's Office
2100 Jefferson Street
Jacksonville, FL 32206

With copy to:
City of Jacksonville
ATTN: Chief Medical Examiner
District Four Medical Examiner's Office
2100 Jefferson Street
Jacksonville, FL 32206

NMS LABS:
National Medical Services, Inc. dba NMS Labs
ATTN: Andrew Nolan, Vice President of Finance
3701 Welsh Rd
Willow Grove, PA. 19090
Phone: 800-522-6671

or to such other addresses as the parties may designate to each other in writing from time to time.

19. Florida Tort Claims Act.

NMS LABS expressly agrees that, in all things relating to this Agreement, the City is performing a governmental function, as defined by the Florida Tort Claims Act. NMS LABS further expressly agrees that every act or omission of the City which, in any way, pertains to or arises out of this Agreement falls within the definition of a governmental function.

(ALL SIGNATURES FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, the parties have executed this Agreement on the 26 day of June, 2015.

ATTEST:

James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

Alvin Brown, Mayor
Cleveland Ferguson III
Deputy Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2015-01

APPROVED AS TO FORM:

Office of General Counsel

APPROVED AS TO CONTENT:

Valerie Rao M.D.

Valerie Rao, M.D., Chief M.E.
District 4 Medical Examiner's Office

WITNESS:

National Medical Services, Inc. dba. NMS Labs

Andrew Nolan, VP of Finance, NMS Labs

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KELLY J CILIBERTO
Notary Public
UPPER DUBLIN TWP., MONTGOMERY COUNTY
My Commission Expires Nov 17, 2016

Exhibit A

Scope of Services

1. **Scope of Services.**

A. General Testing

a. NMS LABS will provide an on-site, accredited, post-mortem toxicology lab to support the District 4 ME's Office.

i. Testing performed on-site will consist of:

1. Alcohol and volatiles analysis in whole blood
2. Carboxyhemoglobin in whole blood
3. Electrolytes in vitreous
4. Basic and Expanded Drug Screening Panels in whole blood and urine.

b. NMS LABS will provide off-site, accredited, post-mortem toxicology laboratory testing to support to the District 4 ME's Office.

i. Testing performed off-site will consist of:

1. Confirmations and quantifications on positive screens on blood, urine, and vitreous samples
2. Esoteric testing
3. Testing on matrices other than blood, urine, or vitreous
4. Testing not listed in Section 1.A.a.i

c. NMS LABS will provide all testing, either on-site or off-site, in an ABFT, CAP, and/or ASCLD/LAB accredited facility using fully validated and approved testing procedures.

d. NMS LABS will not use sub-contractors to perform any testing without the prior written consent of District 4 ME's Office.

e. NMS LABS will provide all collection and shipping supplies necessary to submit cases. NMS LABS will be responsible for all shipping costs related to shipping samples to and from any of its facilities.

f. NMS LABS will provide access to its other accredited testing including: Body Fluid Identification, DNA, Drug Identification, Firearms, and General Unknown testing. This testing will be invoiced at negotiated rates, in addition to the monthly service fee that covers all of the toxicological services

B. Instrumentation

a. NMS LABS will be solely responsible to purchase, install, and validate any instrumentation necessary to conduct the testing listed in Sections 1.A.a and 1.A.b.

b. NMS LABS will be solely responsible for the maintenance of the instrumentation necessary to conduct the testing listed in Sections 1.A.a and 1.A.b.

c. As outlined in Section 3, NMS LABS will purchase equipment from 4ME.

C. Toxicological Support Services

a. NMS LABS will provide interpretive toxicology services through NMS Labs' DirecTox® program.

b. NMS LABS will provide a dedicated Board Certified Forensic Toxicologist to the District 4 ME's Office, who will provide:

i. Daily interpretative support
ii. Case consultation for daily grand rounds
iii. Case by case reviews

D. Transition
a. Hiring – NMS LABS will be solely responsible for the staffing of the ME laboratory at the Jacksonville ME Office. As part of this effort, NMS LABS will interview and make a good faith effort to vet the interested existing laboratory staff and notify them of a hiring decision. The communication with City of Jacksonville employees will be initiated by NMS Labs Human Resources Department and follow NMS Labs routine hiring practices. This initial contact will occur prior to the effective start date of this contract.
b. NMS Labs will perform toxicology testing in total during the transition period at the main facility in Willow Grove, PA. Project management updates will be provided routinely to District 4 ME's Office.
c. NMS LABS will perform a walk-through of the District 4 ME's Office site and determine a plan for implementing safety and security measures, sample storage requirements, and information technology installation needs.
i. NMS LABS will order any additional equipment necessary to perform the testing at the District 4 ME's Office site.
ii. NMS LABS will deploy a staff member to collect and send cases from the District 4 ME's Office to our facility in Willow Grove, Pennsylvania and to facilitate day-to-day set-up tasks.
d. NMS LABS will meet with District 4 ME's Office to communicate and establish a timeframe for:
i. Professional requirements of the toxicological service
ii. Quality Transition Plan
iii. NMS LABS will begin training of on-site staff, either at the District 4 ME's Office site or at one of our other facilities
iv. NMS LABS will install and validate the new equipment and procedures
v. NMS LABS will secure accreditation through ASCLD/LAB
vi. NMS LABS will deploy the full-time, permanent on-site scientists

E. Service
a. NMS LABS will supply District 4 ME's Office with no charge chain of custody requisitions and collection supplies to prepare for biological sample collection from autopsy and non-autopsy cases.
b. NMS LABS will supply preprinted shipping labels for standard overnight shipping from District 4 ME's Office to our Willow Grove facility.
c. NMS LABS will establish authorized communication, billing, and resulting conduits, including a secure web portal to obtain electronic results that can be stored in case management software and/or printed directly from the web portal.
d. NMS LABS will retain samples from the District 4 ME's Office in refrigerated/frozen secured evidence storage for 1 year from the completion of testing. Samples will be returned upon request (additional shipping and handling fees apply).
e. NMS Labs customer Service Department will provide support and consultation Monday- Friday 8 am – 8:30 pm (Eastern Time).

F. Professional Toxicology Services

a. NMS LABS will provide turnaround time for all postmortem cases with a 7-10 business day average following receipt of samples.
b. NMS Labs will provide Toxicologist consultation via phone or email on an as-needed basis during support hours: Monday-Friday 8 a.m. - 5 p.m. (Eastern Time). This will be accomplished by assigning a Primary Responsible Toxicologist assigned to this account and available via NMS Labs DirecTox® service, or by on-site support.
c. The Primary Responsible Toxicologist will be backed up by a daily on-call Toxicologist (Toxicologist of the Day) for routine case discussion.
d. NMS Labs will provide a minimum of one continuing education presentation annually, on site at District 4 ME's Office or Contractor's lab site on relevant topics of interest to the District 4 ME's Office. This may be combined with other Districts and/or agencies in Florida allowing for increased attendance and participation.
e. The Primary Responsible Toxicologist will be available for routine "Grand Rounds" case discussion between Contractor's lab toxicologists and District 4 ME's Office via webinar and/or video conferencing.
f. The Primary Responsible Toxicologist will be the principal resource to directly review results of individual cases, as needed. (In the event that extensive research or litigation services are required, fees may be quoted at time of request).

G. Postmortem Toxicology Testing Defined

a. The management service fee established is based upon an estimated 2,000 postmortem toxicology cases per year. In the event that the testing volumes increase by more than 10%, NMS LABS reserves the right to renegotiate contract pricing.
b. The budget for 2,000 postmortem toxicology cases includes a combination of the tests listed under Services Section 1.A. The estimated percentages of these tests, based upon historical volumes of the Jacksonville Medical Examiners' Office are:

- 100% (2000/2000 cases)- Blood and vitreous alcohol and other volatiles analysis (Acode 0170B, 0170FL)
- 05% (100/2000 cases)- Carboxyhemoglobin by spectroscopy (Acode 1005B)
- 04% (80/2000) - Vitreous Electrolytes (Acode 1919FL)
- 10% (2000/2000 cases) - Immunoassay drug screening (ELISA) (Acode 8051B, 8051U)
- 90% (2000/2000 cases) - Expanded Drug Screening Panel (LC-TOF) (Acode 8052B, 8052U)
- 01% (20/2000 cases) - Esoteric Testing on blood, urine, tissues and fluids

In the event that test mix percentages deviate significantly from the estimates, NMS LABS reserves the right to renegotiate the annual contract amount.

Exhibit B: Property Description

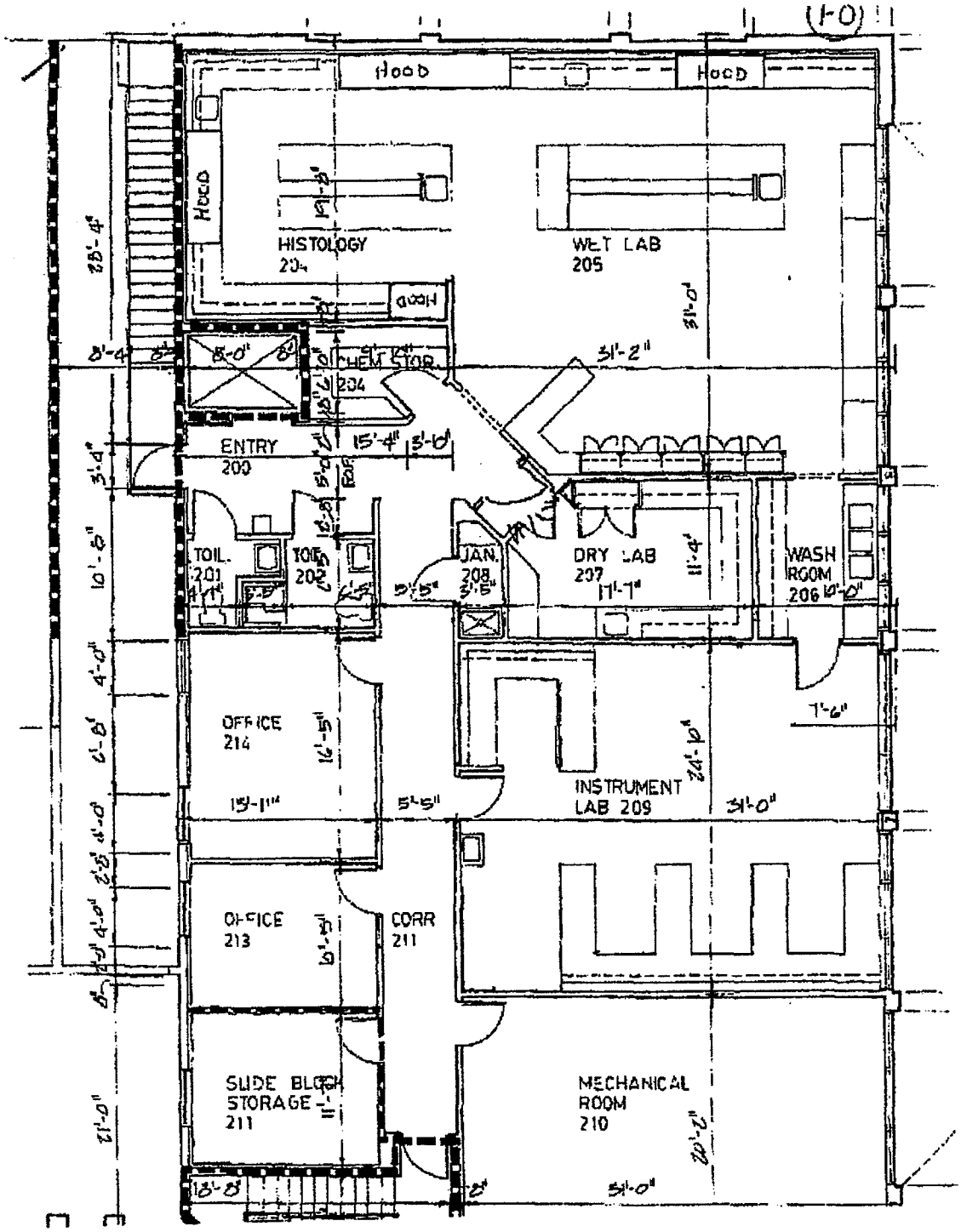

Exhibit C: Instrumentation Inventory for Purchase

	Purchase Price	Age	Offer
Agilent 7890/5975C XL GC/MS	$ 94,488.85	7	$ 31,496.00
Agilent 7890B GC/FID	$ 47,884.00	2	$ 28,730.00
Thermo Evolution 300 Spectrophotometer	$ 15,010.32	7	$ 5,003.00
A&D Digital Balance	$ 2,445.00	4	$ 489.00
Jewett LR37B Lab Refrigerator	$ 5,245.88	14	$ 1,049.00
Total			***$ 66,767.00***

3.1.6 Matheson Leak Detector PN 128793

3.1.7 HP 6890 GC/FID (not working – for parts) PN 149565

3.1.8 Trace 2000 GC (Volatiles) PN 162663

3.1.9 TriPlus Base Unit for Trace 2000 PN 185660

3.1.10 TriPlus Headspace Turret for Trace 2000 PN 185661

3.1.11 Reacti-Therm Heating Module PN 173301

3.1.12 Gas Manifold System (Gas closet) PN 184092

3.1.13 Gas Manifold System (Gas closet) PN 184093

3.1.14 TurboVap Evaporator PN 189021

3.1.15 Eppendorf Centrifuge PN 189025

3.1.16 Eppendorf Centrifuge PN 189026

3.1.17 Eberbach Shaker PN194848

3.1.18 UCT Positive Pressure SPE Manifold PN 196633

Exhibit D: Annual Contract Cost

Year 1 Budget Worksheet

Personnel	(including direct and indirect labor costs)	
Total		**$341,981**
Instrumentation	(5 year linear depreciation and maintenance)	
Total		**$143,400**
QA Budget		**$77,000**
Supplies and Consumables		**$35,750**
Confirmations		**$91,000**
Subtotal for services		**$689,131**
License Agreement for Use of Space and Utilities		**-$96,000**
Total for Services	**TOTAL Year 1**	**$593,131**

Less Instrument purchase $ 66,767
Note: A credit for the sum of $66,767 will be spread over the first two months of the first year of the contract.
Monthly service fee year 1 and 2 $ 49,427.58

Geddis, Bonnie

From: Posey, Ivy
Sent: Wednesday, September 09, 2015 10:15 AM
To: Geddis, Bonnie
Subject: FW: NMS
Attachments: National Medical Services dba NMS Labs #none License and Service Agmt.pdf

FYI

From: Baker, Alex
Sent: Wednesday, September 09, 2015 10:13 AM
To: Posey, Ivy
Subject: FW: NMS

Alex Baker
Professional Services Specialist
Intra-Governmental Services Department/Procurement Division
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
Ph. 904-255-8830
Fax. 904-255-8837
Email: abaker@coj.net

From: Lyons, Janice
Sent: Wednesday, September 09, 2015 9:23 AM
To: Baker, Alex
Subject: NMS

Is the master blanket going to be ready 10-1-15 for this professional service? I have attached the agreement for your review. Thanks.

Janice Lyons
Account Technician
Medical Examiner's Office
2100 Jefferson Street
Jacksonville, FL 32206
904-255-4016 Fax: 904-630-0964
Janicel@coj.net

LICENSE AND SERVICE AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
NATIONAL MEDICAL SERVICES, INC.

This License and Service Agreement is made this ___ day of _____, 2015, by and between the **CITY of Jacksonville, FL**, hereinafter referred to as the "City" and **NATIONAL MEDICAL SERVICES, INC., dba NMS Labs,** a private corporation, hereinafter referred to as the "Contractor" or "NMS LABS."

WITNESSETH:

WHEREAS, the City of Jacksonville has determined that it desires the assistance of a forensic laboratory company to manage and maintain an on-site forensic toxicology laboratory at 2100 North Jefferson St, Jacksonville, FL 32206 and to provide certain forensic analysis services therein; and

WHEREAS, pursuant to and in compliance with Part 3, of Chapter 126, *Ordinance Code*, of the City of Jacksonville, and the competitive bidding requirements outlined in the RFP P-10-15; and

WHEREAS, the City has determined that NMS LABS, has the qualifications, experience and expertise in forensic laboratory management and services and is qualified to meet the needs of the City, and the City has selected NMS LABS to perform such services, and the parties have negotiated terms that are mutually agreeable; and

WHEREAS, NMS LABS will perform professional services requiring special knowledge and a high order of learning and skill; and

WHEREAS, NMS LABS has been selected and awarded this contract on the basis of demonstrated competence and qualifications to perform the contractual services identified herein for a fair and reasonable price; and

WHEREAS, the selection of NMS LABS and the negotiation with NMS LABS is in accordance with Section 126.303 and 126.304, *Ordinance Code* of the City of Jacksonville Government Code; and

WHEREAS, the City of Jacksonville has agreed to engage the professional services of NMS LABS to provide forensic laboratory services, related to medical examiner toxicology activities and more specifically identified in this agreement including in the description in "Scope of Work" and hereinafter referred to as the "Services," for the City's District 4 Medical Examiner's (ME's) Office; and

WHEREAS, the City has agreed to grant NMS LABS a license to maintain and manage an on-site forensic crime laboratory at 2100 North Jefferson St., Jacksonville, FL 32206 (the "Property"), as more particularly described in **Exhibit A**, where Contractor will perform the Services; and

WHEREAS, the agreement attached hereto is necessary to preserve and~~or~~ protect the public health and~~or~~ safety of the residents of the City of Jacksonville, FL.

NOW, THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, both the City and NMS LABS mutually agree as follows:

1. Statement of NMS LABS Services

NMS LABS shall furnish all services, documents, and other matters called for in the "Scope of Services," attached hereto as **Exhibit A** and incorporated herein by this reference. If any services, functions, or responsibilities not specifically described in this Agreement and/or the Scope of Services are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the Scope of Services to the same extent and in the same manner as if specifically described in this Agreement. NMS LABS shall be responsible for providing the equipment, supplies, personnel (including management, employees, and training), and other resources as necessary to provide the Services. NMS LABS accepts the special relationship established between itself and City by this Agreement. NMS LABS shall

employ sound business administration and superintendence to perform the Scope of Services in a manner consistent with the best interests of City.

2. License for Use of City Facilities

2.1 City hereby grants to NMS LABS an annual license to enter and occupy City property comprising the second floor laboratory space at 2100 North Jefferson Street, Jacksonville, Florida 32206, as more particularly described in **Exhibit B**, attached hereto and incorporated herein by this reference (hereinafter the "Property"), in order to operate a postmortem toxicology laboratory and to provide the Services.

2.2 City will provide NMS LABS with acceptable access to, and control and security of, the Property. ~~The City~~ The City will provide limited access control for the evidence storage room and the main laboratory area. Any additional security measures, i.e. card reader or other access limiting devices, monitoring, etc will be installed and be the responsibility of NMS labs. This is required for ASCLD/LAB and/or ABFT accreditation. Security for the area will be such that only NMS LABS and Jacksonville Medical Examiner's Office "Authorized Personnel" may have access to the area provided. "Authorized Personnel" will be audited by ASCLD/LAB and/or ABFT.

2.3 City will provide utilities, including electricity, water, and sewage. City will provide general housekeeping, including non-hazardous waste removal and disposal. City will provide HVAC appropriate for office work.

2.4 In consideration of the licenses as outlined in Sections 2.1, 2.2, and 2.3, NMS LABS shall reduce the consideration amount outlined in Section 5.1 by NINETY-SIX THOUSAND AND NO/100 DOLLARS ($96,000) each year of the contract. This amount will be credited monthly in equal amounts of EIGHT THOUSAND AND NO/100 DOLLARS ($8,000) each year.

3. Sale of Existing Equipment

3.1 NMS LABS shall purchase the following equipment from City:

3.1.1 Agilent 7890/5975 XL GC/MS
3.1.2 Agilent 7890B GC/FID
3.1.3 Thermo Evolution 300 Spectrophotometer
3.1.4 A&D Digital Balance
3.1.5 Jewett LR37B Lab Refrigerator
3.1.6 Matheson Leak Detector PN 128793
3.1.7 HP 6890 GC/FID (not working – for parts) PN 149565
3.1.8 Trace 2000 GC (Volatiles) PN 162663
3.1.9 TriPlus Base Unit for Trace 2000 PN 185660
3.1.10 TriPlus Headspace Turret for Trace 2000 PN 185661
3.1.11 Reacti-Therm Heating Module PN 173301
3.1.12 Gas Manifold System (Gas closet) PN 184092
3.1.13 Gas Manifold System (Gas closet) PN 184093
3.1.14 TurboVap Evaporator PN 189021
3.1.15 Eppendorf Centrifuge PN 189025
3.1.16 Eppendorf Centrifuge PN 189026

3.1.17 Eberbach Shaker PN194848
3.1.18 UCT Positive Pressure SPE Manifold PN 196633

3.2 In consideration of the equipment listed in Sections 3.1.1 through 3.18, NMS Labs shall pay the SIXTY-SIX THOUSAND SEVEN HUNDRED SIXTY-SEVEN AND NO/100 DOLLARS ($66,767.00). This amount will be credited ~~a~~ over the first two months of the first year of the contract. The first month's fee paid to NMS will be $0 and the second month's fee paid to NMS will be $17,309.42, rather than $49,427.58 the first month and $49,427.58 the second month. This will fulfill the $66,767.00 credit due for purchase of equipment. ~~s a monthly credit against the monthly management service fee identified in Section 5.2 for a period of 24 months, until the entire credit amount has been fulfilled.~~

4. Term.

The initial term of this Agreement shall be for a period of three (3) years from the date of signed approval by both parties (the "Effective Date") and shall automatically renew annually under the same terms and conditions for up to two (2) additional one year terms unless City provides notice of termination within sixty (60) days of the end of any one year term.

5. Consideration.

5.1 NMS Labs shall be paid for the Services under this Agreement an amount not to exceed FIVE HUNDRED NINETY-THREE THOUSAND ONE HUNDRED THIRTY-ONE AND 00/100 DOLLARS ($593,131.00), as set forth in **Exhibit D**, attached hereto and incorporated herein by this reference. This amount shall be held constant for 2 years and the credit for the instrument purchase (outlined in section 3.2) will be spread over the first two ~~years~~months of the first year of the contract. For annual renewals of this Agreement, increases, if at all, by a percentage based upon the latest NON-PRELIMINARY 12-month Percent Change in the Producer Price Index – Medical and Diagnostic laboratories (series ID PCU6215-6215) as published by the Bureau of Labor Statistics, U.S. Department of Labor after year 2.

5.2 NMS Labs shall issue a monthly invoice to City on or about the 1st week of the month. Each monthly invoice will be itemized, as necessary, and will reflect the monthly management service fee. The monthly management service fee will be in the amount of the annual contract amount identified in Section 5.1, less the consideration for Licenses identified in Section 2.4, less the credit of instrument purchase in Section 3.2, divided into twelve (12) equivalent monthly service fees. The monthly service fee is $~~46,646.88~~49,427.58. The first month's management service fee will be invoiced within 30 days of the Effective Date of this agreement. Additional forensic laboratory testing and support services that are performed beyond the scope of work outlined in the Scope of Services will be billed separately. These additional services may include offerings such as DNA testing and Drug Identification. Additional testing services performed outside of the Scope of Services included in the monthly service fees will only be performed at the request of an authorized agent of the District 4 ME's Office. Additional testing performed outside of the management service contract will be billed at

prevailing list prices or at discounted rates agreed upon between NMS LABS and the District 4 ME's Office.

5.3 Each monthly payment shall be due thirty (30) days from the date of the City's receipt of the invoice.

5.4 All payments to be made by City under this Agreement are payable only out of current City revenues. In the event that funds relating to this Agreement do not become available, City shall have no obligation to pay or perform any services related herein to NMS LABS for City's fiscal year during which time such funding is not available or appropriated. Should City experience a funding unavailability, either party may choose to terminate the Agreement subject to Section 6 of this Agreement.

5.5 NMS LABS will negotiate in good faith in year 3 and beyond, as the laboratory use is expanded to other agencies. It is expected that cost sharing will be distributed to other agencies as the use of the laboratory is rolled out to law enforcement agencies. The amount of cost sharing will be determined by the extent of use from other agencies.

6. Termination.

6.1 Termination for Cause. If NMS Labs fails to comply with any provision of this Agreement, City may terminate this Agreement for default. Termination shall be effected by serving a notice of intent to terminate the Agreement setting forth the manner in which NMS LABS is in default. NMS LABS will be given an opportunity to correct the default as soon as possible (but in no event more than thirty (30) days after notice of the default is given) before a termination notice is rendered. NMS LABS will only be paid the Agreement price for Services performed in accordance with the manner of performance set forth in this Agreement. City shall have the right to immediately terminate the Agreement if NMS Labs violates any local, state, or federal laws, rules, or regulations that relate to the performance of this Agreement.

6.2 Termination for Default by City. If City fails to perform any of its duties under this Agreement, NMS Labs may deliver a written notice to the Purchasing Manager describing the default, specifying the provisions of the Agreement under which NMS Labs considers City to be in default, and setting forth a date of termination not sooner than 60 days following City's receipt of the notice. NMS Labs, at its sole option, may extend the proposed date of termination to a later date. If City fails to cure such default prior to the proposed date of termination, NMS Labs may terminate its performance under this Agreement as of such date.

6.3 Termination for Convenience Notwithstanding any provision contained herein to the contrary, either party may terminate this Agreement, in whole or in part, at any time by giving sixty (60) days' written notice to the other party. If NMS Labs has any property in its possession belonging to City, NMS Labs will account for the same and dispose of it in the manner City directs.

7. Independent Contractor.

Nothing contained herein shall be construed as creating the relationship of employer and employee between City and NMS Labs or between City and NMS Labs' employees. NMS Labs shall be deemed at all times to be an independent contractor. In carrying out the terms of this

Agreement, NMS Labs shall select its own employees and such employees shall be and act under the exclusive and complete supervision and control of NMS Labs. Neither NMS Labs nor its employees will be entitled to any of the benefits established for City employees nor be covered by City's Worker's Compensation Program.

8. ~~Insurance.~~

. **Insurance.** Without limiting its liability under this Agreement, the NMS LABSNMS LABS shall at all times during the term of this Agreement procure prior to commencement of work and maintain at its sole expense during the life of this Agreement (and shall require its subcontractors of any tier, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits in the amounts not less than stated below, and prior to work commencement provide a certificate (with applicable endorsements) on a form that is acceptable to the City's Division of Insurance and Risk Management evidencing the following required coverages to the City:

Formatted: Indent: Left: 0", First line: 0", Space After: 0 pt, Line spacing: Multiple 1.15 li, Tab stops: Not at 0.58"

Formatted: Font: (Default) Times New Roman, 12 pt

Schedule	**Limits**
Worker's Compensation/Employers Liability	
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$1,000,000,000 Each Accident
	$1,000,000,000 Disease Policy Limit
	$1,000,000,000 Each Employee/Disease

This insurance shall cover the NMS LABSNMS LABS (and to the extent its subcontractors of any tier are not otherwise insured) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Formatted: Font: (Default) Times New Roman, 12 pt

Commercial General Liability - (Form CG0001)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those approved in writing by the City's Office of Insurance and Risk Management.

$2,000,000	General Aggregate
$2,000,000	Products & Completed Ops Aggregate
$1,000,000	Personal/Advertising Injury
$1,000,000	Each Occurrence
$ 50,000	Property Damage
$ 5,000	Medical Expenses

Automobile Liability

$1,000,000	Each Occurrence – Bodily Injury and Property Damage Combined

(Coverage for all automobiles, owned, hired or non-owned used in performance of the Services)

ISO Form CA0001 as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Professional Liability $1,000,000 per Claim

$2,000,000 Aggregate

(Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claim Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.)

Formatted: Tab stops: 0.58", Left

Special Form - All Risk

(Personal Property)` Replacement Cost

Employment Practices Liability $1,000,000 Per Claim

Formatted: Indent: First line: 0.5"

$1,000,000 Aggregate

(Employment Practices Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claim Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.)

Pollution Liability $1,000,000 Per Claim

$2,000,000 Aggregate

(Pollution Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claim Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The coverage shall apply to pollution risk arising out of handling and disposal or hazardous material and transportation of hazards material.)

Additional Insurance Provisions

A. Waiver of Subrogation. All insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and the City's members, officials, officers, employees and agents.

B. Additional Insured: All insurance policies except Worker's Compensation, and Professional Liability shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CA2037

and Automobile Liability CA2048; endorsements will be provided to, reviewed, and approved by the City's Division of Insurance and Risk Management prior to commencement of work.

Formatted: Font: (Default) Times New Roman, 12 pt

C. NMS LABS's Insurance Primary. The insurance provided by the Provider shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.

D. Deductible or Self-Insured Retention Provisions. Except as authorized in this Agreement, the insurance maintained by the NMS LABS shall apply on a first dollar basis without application of a self-insurance, deductible or self-insured retention. Except as authorized specifically in this Agreement, no self-insurance, deductible or self-insured retention for any required insurance provided by the NMS LABS pursuant to this Agreement will be allowed. If there is any self-insurance, deductible or self-insured retention for any required insurance, the NMS LABS shall be responsible for paying on behalf of the City (and any other person or organization the NMS LABS has, in this Agreement, agreed to include as an insured for the required insurance) any self-insurance, deductible, or self-insured retention allowed under this paragraph. The City will not be responsible for any self-insurance, deductibles, or self-insured retentions under this Agreement.

E. The NMS LABS's Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the NMS LABS or its subcontractors of any tier, employees, or agent to the City or others. Any remedy provided to City or City's members, officials, officers, employees, or agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

F. No Waiver by City Approval/Disapproval. Neither approval by City nor failure to disapprove the insurance furnished by the NMS LABS shall relieve the NMS LABS of NMS LABS's full responsibility to provide insurance as required under this Agreement.

G. Each policy shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida Statutes or a company that is declared as an

approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A-VII or better. Prior to commencing any Services, Certificates of Insurance approved by City's Division of Insurance & Risk Management demonstrating the maintenance of said insurance shall be furnished to City. The NMS LABS shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. In the event the NMS LABS is unable to obtain such endorsement, the a NMS LABS agrees to provide the City the notice directly. Until such time as the insurance is no longer required to be maintained by the NMS LABS, the NMS LABS shall provide the City with renewal or replacement evidence of insurance with the above minimum requirements no less than 30 days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

H. Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to City's Division of Insurance and Risk Management, if requested to do so by the City, the NMS LABS shall, within thirty (30) days after receipt of a written request from the City, provide the City with a certified, complete copy of the policies of insurance providing the coverage required herein.

I. Anything to the contrary notwithstanding, the liabilities of the NMS LABS under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Neither approval of, nor failure to disapprove, insurance furnished by the NMS LABS shall relieve the NMS LABS or its sub-contractors of any tier from responsibility to provide insurance as required by the Agreement.

J. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may, at its sole option require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the CITY also be named as an additional insured.

K. In case any class of employees engaged in hazardous work under the Contract is not protected under the Workers' Compensation statute, NMS Labs shall provide, and cause each sub-consultant to provide, adequate insurance, satisfactory to Buyer, for the protection of employees not otherwise protected.

~~NMS Labs shall provide and maintain the following insurance in full force and effect at all times during the term of this Agreement and ensure that any subcontractors provided by NMS Labs carry such insurance coverage and comply with these insurance requirements. City shall be provided with a copy of the policy and such appropriate endorsements evidencing the required~~

~~insurance prior to the commencement of this Agreement and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) days after the expiration or cancellation of any such policies.~~

~~8.1 General/Public Liability Insurance. For the duration of this Agreement and any extension thereof, NMS LABS shall carry, in a solvent company authorized to do business in the State of Florida, comprehensive general liability insurance with, at a minimum, coverage and limitations to cover NMS LABS and its employees and protect the general public and the City in the minimum amount of One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) general aggregate.~~

~~8.2 Workers Compensation. A third-party policy of Workers' Compensation insurance coverage providing Statutory Benefits according to the Workers Compensation Act of the State of Florida, or similar plan, and/or any other state or federal law as may be applicable to the work and shall cover all of the persons engaged in the work. Set rates will be at $500,000 for each accident, disease, and employee, as per RFP P-10-15 and the Florida Statutes.~~

~~8.4 Auto Liability. Automobile Liability Insurance covering all owned, hired, and non-owned motor vehicles used by ILF, its employees, contractors, or agents in connection with the work being performed under this Agreement, with limits of liability not less than One Million Dollars ($1,000,000.00) for each occurrence Combined Single Limit for Bodily Injury and Property Damage.~~

~~8.5 Form of Policies. The insurance required herein may be in one or more policies of insurance, the form of which must be approved by City. City prefers that the general liability and auto liability coverage be provided by either the same insurance carrier or the same insurance group.~~

~~8.6 Issuers of Policies. The issuer of any policy must have a certificate of authority to transact insurance business in the State of Florida. Each issuer must be responsible, reputable, and have financial capability consistent with the risks covered. Each issuer shall be subject to approval by City in its sole discretion as to conformance with these requirements.~~

~~8.7 Insured Parties. Each policy, except those for Workers' Compensation, employee injury and professional liability, must name the City of Jacksonville and its elected and appointed officials, officers, agents and employees as Additional Insured parties on the original policy and all renewals or replacements during the term of this Agreement.~~

~~8.8 Deductibles. A policy may contain deductible amounts only if City approves the amount and scope of the deductible. NMS LABS shall assume and bear any claims or losses to the extent of such deductible amount and waives any claim it may ever have for the same against the City of Jacksonville, its officials, officers, agents, or employees.~~

~~8.9 Material Change in Policy(ies). Prior to any material change in any policy required herein, City shall be given thirty (30) days' advance written notice by registered mail. Further, City shall be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed twenty-five percent (25%) of the aggregate limits.~~

~~8.10 Cancellation. Each policy must expressly state that it may not be canceled or non-renewed unless thirty (30) days' advance notice of cancellation or intent not to renew is given in writing to City's Purchasing Manager by the insurance company. NMS LABS shall give written notice to the Purchasing Manager within five (5) days of the date upon which total claims by any party against NMS LABS reduce the aggregate amount of coverage below the amounts required by this Agreement.~~

~~8.11 Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against City, its officials, officers, agents, or employees.~~

~~8.12 Endorsement of Primary Insurance. Each policy must contain an endorsement that such policy is primary insurance, so long as it is customary in the industry and under Florida law for such insurance to be primary, to any other insurance available to City, the Additional Insured, with respect to claims arising hereunder and that the insurance applies separately to each insured.~~

~~8.13 Liability for Premium. If any of the policies referred to above do not have a flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate certificate of waiver sufficient to establish that the issuer is entitled to look only to NMS LABS for any further premium payment and has no right to recover any premiums from City.~~

~~8.14 Insurance of Contents of Property. NMS LABS agrees to assume the cost of an annual renewable insurance policy to cover the costs of the Property in the amount of $2,000,000.00.~~

9. INDEMNIFICATION.

NMS LABS, and its subsidiaries (collectively the "Indemnifying Parties"), shall (and shall require all subcontractors of any tier to) hold harmless, indemnify, and defend City and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature (including, but not limited to, court, investigation and defense costs, and reasonable expert and attorney's fees), which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

Formatted: Indent: First line: 0"

(a) General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or

corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

(b) Violation of Laws Liability, arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, rules or regulations, by the Indemnifying Parties or those under their control; and

(c) Breach of Representations, Warranties and Obligations, arising directly or indirectly out of any breach of any representation, warranty, covenant or obligation set forth in the Contract or made by the Indemnifying Parties in connection with the Contract or in any certificate, document, writing or other instrument delivered by the Indemnifying Party; and

(d) to the extent this Contract contemplates environmental exposures, Environmental Liability, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

(e) to the extent this Contract contemplates intellectual property exposures, Intellectual Property Liability, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract. In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect and any

term which offends Section 725.06 or 725.08 of the Florida Statutes may, subject to the sole discretion of the Indemnified Party, be modified to comply with said statutes.

If an Indemnified Party exercises its rights under this Contract, the Indemnified Party will (1) provide reasonable notice to Indemnifying Parties of the applicable claim or liability, and (2) allow Indemnifying Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests.

~~NMS LABS AGREES TO INDEMNIFY FULLY AND TO SAVE WHOLE AND HARMLESS THE CITY OF JACKSONVILLE FROM ALL COSTS, EXPENSES, DAMAGES, AND LOSSES, INCLUDING ALL COSTS OF LITIGATION, ARISING OUT OF ANY REAL OR ASSERTED CAUSES OF ACTION, AND FROM ALL COSTS OR LOSSES FROM WRONG, OR INJURY OR DAMAGES WHICH MAY BE OCCASIONED BY NMS LABS, ITS AGENTS, SERVANTS, OR EMPLOYEES IN THE PROSECUTION OF SAID WORK OR CONNECTED THEREWITH, AND NMS LABS, ITS AGENTS, SERVANTS, OR EMPLOYEES IN THE PROSECUTION OF SAID WORK, OR THEREWITH, WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY THE JOINT NEGLIGENCE OF THE CITY OF JACKSONVILLE AND NMS LABS.~~

~~NMS LABS AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF JACKSONVILLE, ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, CLAIMS OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY NMS LABS, ITS AGENTS, SERVANTS, OR EMPLOYEES UNDER THIS AGREEMENT OR CONNECTED HEREWITH WHERE SUCH INJURIES, DEATH, OR DAMAGE ARE CAUSED BY THE JOINT NEGLIGENCE OF:~~

~~(1) NMS LABS OR ANY OF ITS EMPLOYEES; AND~~
~~(2) CITY, ITS OFFICIALS, OFFICERS, AGENTS, OR EMPLOYEES.~~

~~IT IS THE EXPRESSED INTENTION OF BOTH THE CITY OF JACKSONVILLE AND NMS LABS THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS INDEMNITY BY NMS LABS TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE NEGLIGENCE OF THE CITY, ITS OFFICIALS, OFFICERS, AGENTS, OR EMPLOYEES WHERE SUCH NEGLIGENCE IS A~~

Formatted: No bullets or numbering

Formatted: Indent: Left: 0"

Formatted: Indent: First line: 0"

~~CONCURRING CAUSE OF THE INJURY, LOSS, DEATH, OR DAMAGE. FURTHERMORE, IT IS THE EXPRESSED INTENTION OF BOTH THE CITY OF JACKSONVILLE AND NMS LABS THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT, OR LIABILITY WHERE THE INJURY, DEATH, OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF NMS LABS OR ANY OF ITS EMPLOYEES.~~

10. COMPLIANCE WITH LAWS

NMS LABS shall at all times observe and comply with all federal, state, and local laws, ordinances, rules, and regulations which in any manner affect this Agreement or the work, and to the extent allowed by law, shall indemnify, save and hold harmless City against all claims arising from the violation of any such laws, ordinances, rules, and regulations whether by NMS LABS or its employees or clients.

11. Venue and Law.

For the purposes of determining the place of the Agreement and the law governing the same, this Agreement is entered into in the City of Jacksonville, State of Florida, and shall be governed by the laws of the State of Florida. Venue for all purposes shall be in the courts of Duval County, Florida.

12. City Not Obligated to Third Parties.

The City shall not be obligated or liable hereunder to any person other than NMS LABS, and City agrees to defend, indemnify and save harmless NMS LABS, its officers, employees and agents from suits, actions, proceedings, claims, judgments, costs, damages and expenses, at law or in equity, in connection with loss of life, bodily or personal injury or property damage arising from the sole negligent act or omission of City and its officers, agents or employees, in connection with the City's performance under the Agreement, subject to the limitations and provisions of Section 768.28, Florida Statutes, which provisions and limitations are not hereby expanded, altered or waived.

Formatted: Font: 12 pt, Not Highlight

Formatted: Font: (Default) Times New Roman, 12 pt, Not Highlight

Formatted: Font: (Default) Times New Roman, 12 pt

13. Waiver/Modification of Agreement.

Except as expressly noted herein, no waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless provided as a written amendment hereto, signed and approved as provided herein. No evidence of any waiver or modification shall be offered or received in evidence of any proceeding arising between the Parties out of or affecting this Agreement, or the rights or obligations of the Parties under this Agreement, unless such waiver or modification is in writing as herein described.

14. Severability.

Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

15. Entire Agreement; Conflict.

This Agreement constitutes and expresses the entire agreement between the parties regarding the Scope of Services specified. It shall not be amended or modified except by a written instrument signed by both parties. If there is a conflict between or among the terms or provisions of this Agreement and its attachments and/or references, the terms or provisions of this Agreement prevail.

16. Assignment.

This Agreement shall not be assigned without the prior written consent of both parties.

17. Binding Agreement.

Each person signing below represents that he or she has read this Agreement in its entirety, understands its terms, has the authority to bind his or her respective entity or party, and agrees on behalf of such party that such party will be bound by those terms.

18. Notices.

All notices provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

City:
City of Jacksonville
ATTN: Operations Manager, Kim Bynum
District Four Medical Examiner's Office
2100 Jefferson Street
Jacksonville, FL 32206

With copy to:
City of Jacksonville
ATTN: Chief Medical Examiner
District Four Medical Examiner's Office
2100 Jefferson Street
Jacksonville, FL 32206

NMS LABS:
National Medical Services, Inc. dba NMS Labs
ATTN: Pierre Cassigneul, CEO
3701 Welsh Rd
Willow Grove, PA. 19090
Phone: 800-522-6671

or to such other addresses as the parties may designate to each other in writing from time to time.

19. Florida Tort Claims Act.

NMS LABS expressly agrees that, in all things relating to this Agreement, the City is performing a governmental function, as defined by the Florida Tort Claims Act. NMS LABS further expressly agrees that every act or omission of the City which, in any way, pertains to or arises out of this Agreement falls within the definition of a governmental function.

(ALL SIGNATURES FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2015.

ATTEST:

_____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

_____
Alvin Brown, Mayor

APPROVED AS TO FORM:

_____
Office of General Counsel

APPROVED AS TO CONTENT:

_____
Valerie Rao, M.D., Chief M.E.
District 4 Medical Examiner's Office

WITNESS:

_____

NMS Labs **LABORA TORIES,**

_____
Pierre Cassigneul, CEO, NMS Labs

G:\Gov't Operations\JMCain\Medical Examiner\Agreements\IntegratedForensicLab.License.042015.docx

Exhibit A

Scope of Services

1. **Scope of Services.**

A. General Testing

a. NMS LABS will provide an on-site, accredited, post-mortem toxicology lab to support the District 4 ME's Office.

i. Testing performed on-site will consist of:

1. Alcohol and volatiles analysis in whole blood
2. Carboxyhemoglobin in whole blood
3. Electrolytes in vitreous
4. Basic and Expanded Drug Screening Panels in whole blood, urine, and vitreous

b. NMS LABS will provide off-site, accredited, post-mortem toxicology laboratory testing to support to the District 4 ME's Office.

i. Testing performed off-site will consist of:

1. Confirmations and quantifications on positive screens on blood, urine, and vitreous samples
2. Esoteric testing
3. Testing on matrices other than blood, urine, or vitreous
4. Testing not listed in Section 1.A.a

c. NMS LABS will provide all testing, either on-site or off-site, in an ABFT, CAP, and/or ASCLD/LAB accredited facility using fully validated and approved testing procedures.

d. NMS LABS will not use sub-contractors to perform any testing without the prior written consent of District 4 ME's Office.

e. NMS LABS will provide all collection and shipping supplies necessary to submit cases. NMS LABS will be responsible for all shipping costs related to shipping samples to and from any of its facilities.

f. NMS LABS will provide access to its other accredited testing including: Body Fluid Identification, DNA, Drug Identification, Firearms, and General Unknown testing. This testing will be invoiced at negotiated rates, in addition to the monthly service fee that covers all of the toxicological services

B. Instrumentation

a. NMS LABS will be solely responsible to purchase, install, and validate any instrumentation necessary to conduct the testing listed in Sections 1.A.a and 1.A.b.

b. NMS LABS will be solely responsible for the maintenance of the instrumentation necessary to conduct the testing listed in Sections 1.A.a and 1.A.b.

c. As outlined in Section 3, NMS LABS will purchase equipment from 4ME.

C. Toxicological Support Services
   a. NMS LABS will provide interpretive toxicology services through NMS Labs' DirecTox® program.
   b. NMS LABS will provide a dedicated Board Certified Forensic Toxicologist to the District 4 ME's Office, who will provide:
      i. Daily interpretative support
      ii. Case consultation for daily grand rounds
      iii. Case by case reviews

D. Transition
   a. Hiring – NMS LABS will be solely responsible for the staffing of the ME laboratory at the Jacksonville ME Office. As part of this effort, NMS LABS will interview and make a good faith effort to vet the interested existing laboratory staff and notify them of a hiring decision. The communication with City of Jacksonville employees will be initiated by NMS Labs Human Resources Department and follow NMS Labs routine hiring practices. This initial contact will occur prior to the effective start date of this contract.
   b. NMS Labs will perform toxicology testing in total during the transition period at the main facility in Willow Grove, PA. Project management updates will be provided routinely to District 4 ME's Office.
   c. NMS LABS will perform a walk-through of the District 4 ME's Office site and determine a plan for implementing safety and security measures, sample storage requirements, and information technology installation needs.
      i. NMS LABS will order any additional equipment necessary to perform the testing at the District 4 ME's Office site.
      ii. NMS LABS will deploy a staff member to collect and send cases from the District 4 ME's Office to our facility in Willow Grove, Pennsylvania and to facilitate day-to-day set-up tasks.
   d. NMS LABS will meet with District 4 ME's Office to communicate and establish a timeframe for:
      i. Professional requirements of the toxicological service
      ii. Quality Transition Plan
      iii. NMS LABS will begin training of on-site staff, either at the District 4 ME's Office site or at one of our other facilities
      iv. NMS LABS will install and validate the new equipment and procedures
      v. NMS LABS will secure accreditation through ASCLD/LAB
      vi. NMS LABS will deploy the full-time, permanent on-site scientists

E. Service
   a. NMS LABS will supply District 4 ME's Office with no charge chain of custody requisitions and collection supplies to prepare for biological sample collection from autopsy and non-autopsy cases.
   b. NMS LABS will supply preprinted shipping labels for standard overnight shipping from District 4 ME's Office to our Willow Grove facility.

c. NMS LABS will establish authorized communication, billing, and resulting conduits, including a secure web portal to obtain electronic results that can be stored in case management software and/or printed directly from the web portal.
d. NMS LABS will retain samples from the District 4 ME's Office in refrigerated/frozen secured evidence storage for 1 year from the completion of testing. Samples will be returned upon request (additional shipping and handling fees apply).
e. NMS Labs customer Service Department will provide support and consultation Monday- Friday 8 am – 8:30 pm (Eastern Time).

F. Professional Toxicology Services

a. NMS/NMS LABS Labs will provide turnaround time for all postmortem cases with a 7-10 business day average following receipt of samples.
b. NMS Labs will provide Toxicologist consultation via phone or email on an as-needed basis during support hours: Monday-Friday 8 a.m. - 5 p.m. (Eastern Time). This will be accomplished by assigning a Primary Responsible Toxicologist assigned to this account and available via NMS Labs DirecTox® service, or by on-site support.
c. The Primary Responsible Toxicologist will be backed up by a daily on-call Toxicologist (Toxicologist of the Day) for routine case discussion.
d. NMS Labs will provide a minimum of one continuing education presentation annually, on site at District 4 ME's Office or Contractor's lab site on relevant topics of interest to the District 4 ME's Office. This may be combined with other Districts and/or agencies in Florida allowing for increased attendance and participation.
e. The Primary Responsible Toxicologist will be available for routine "Grand Rounds" case discussion between Contractor's lab toxicologists and District 4 ME's Office via webinar and/or video conferencing.
f. The Primary Responsible Toxicologist will be the principal resource to directly review results of individual cases, as needed. (In the event that extensive research or litigation services are required, fees may be quoted at time of request).

G. Postmortem Toxicology Testing Defined

a. The management service fee established is based upon an estimated 2,000 postmortem toxicology cases per year. In the event that the testing volumes increase by more than 10%, NMS LABS reserves the right to renegotiate contract pricing.
b. The budget for 2,000 postmortem toxicology cases includes a combination of the tests listed under Services Section 1.A. The estimated percentages of these tests, based upon historical volumes of the Jacksonville Medical Examiners' Office are:

- 100% (2000/2000 cases)- Blood and vitreous alcohol and other volatiles analysis (Acode 0170B, 0170FL)
- 05% (100/2000 cases)- Carboxyhemoglobin by spectroscopy (Acode 1005B)
- 04% (80/2000) - Vitreous Electrolytes (Acode 1919FL)

- 10% (2000/2000 cases) - Immunoassay drug screening (ELISA) (Acode 8051B, 8051U)
- 90% (2000/2000 cases) - Expanded Drug Screening Panel (LC-TOF) (Acode 8052B, 8052U)
- 01% (20/2000 cases) - Esoteric Testing on blood, urine, tissues and fluids

In the event that test mix percentages deviate significantly from the estimates, NMS LABS reserves the right to renegotiate the annual contract amount.

Exhibit B: Property Description

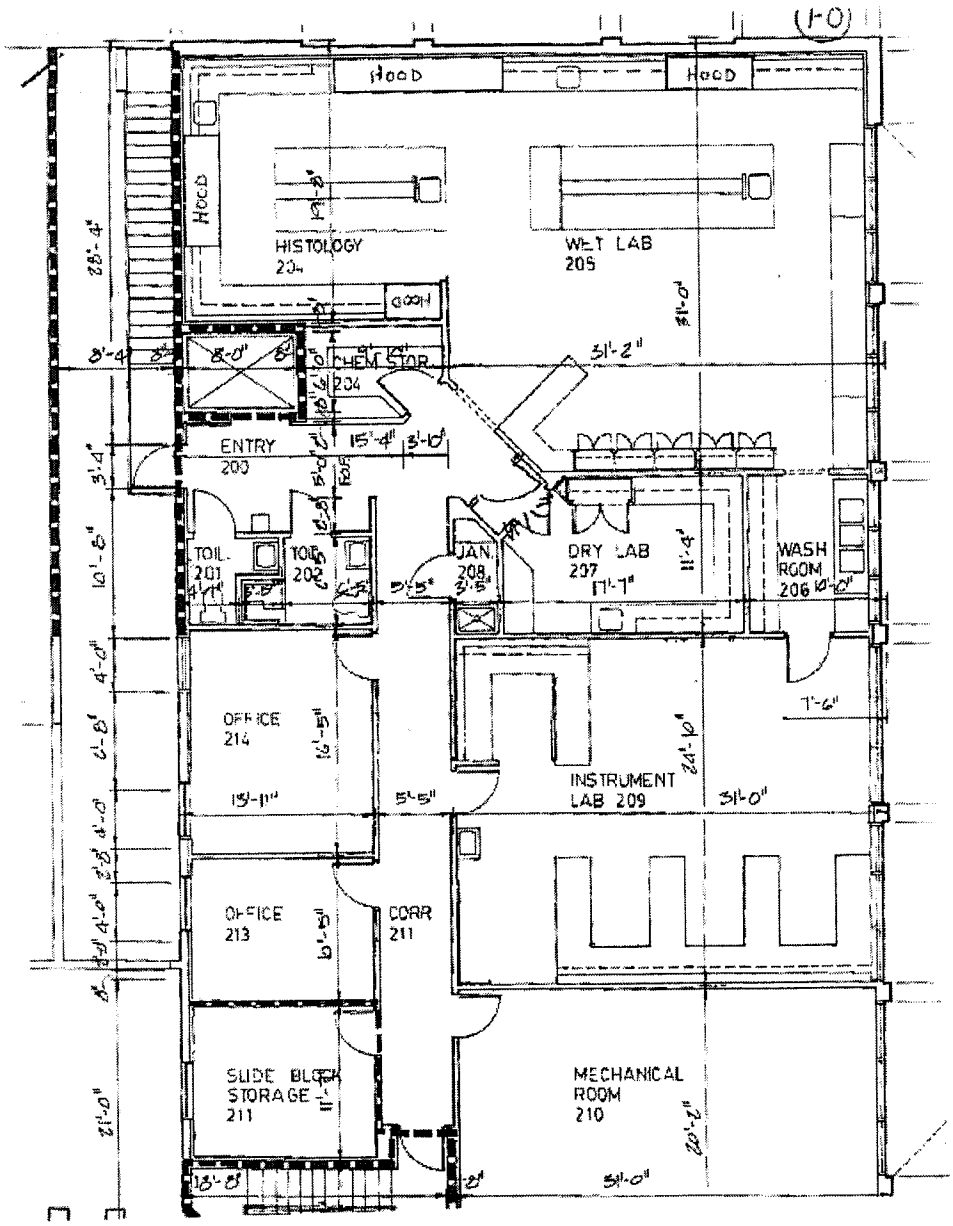

Exhibit C: Instrumentation Inventory for Purchase

	Purchase Price	Age	Offer
Agilent 7890/5975C XL GC/MS	$ 94,488.85	7	$ 31,496.00
Agilent 7890B GC/FID	$ 47,884.00	2	$ 28,730.00
Thermo Evolution 300 Spectrophotometer	$ 15,010.32	7	$ 5,003.00
A&D Digital Balance	$ 2,445.00	4	$ 489.00
Jewett LR37B Lab Refrigerator	$ 5,245.88	14	$ 1,049.00
Total			***$ 66,767.00***

3.1.6 Matheson Leak Detector PN 128793

3.1.7 HP 6890 GC/FID (not working – for parts) PN 149565

3.1.8 Trace 2000 GC (Volatiles) PN 162663

3.1.9 TriPlus Base Unit for Trace 2000 PN 185660

3.1.10 TriPlus Headspace Turret for Trace 2000 PN 185661

3.1.11 Reacti-Therm Heating Module PN 173301

3.1.12 Gas Manifold System (Gas closet) PN 184092

3.1.13 Gas Manifold System (Gas closet) PN 184093

3.1.14 TurboVap Evaporator PN 189021

3.1.15 Eppendorf Centrifuge PN 189025

3.1.16 Eppendorf Centrifuge PN 189026

3.1.17 Eberbach Shaker PN194848

3.1.18 UCT Positive Pressure SPE Manifold PN 196633

Exhibit D: Annual Contract Cost

Year 1 Budget Worksheet

Personnel	(including direct and indirect labor costs)	
Total		**$341,981**
Instrumentation	(5 year linear depreciation and maintenance)	
Total		**$143,400**
QA Budget		**$77,000**
Supplies and Consumables		**$35,750**
Confirmations		**$91,000**
Subtotal for services		**$689,131**
License Agreement for Use of Space and Utilities		**-$96,000**
Total for Services	**TOTAL Year 1**	**$593,131**

Less Instrument purchase ~~(one-time credit)~~ $ 66,737

Note: A credit for the sum of $67,737 will be spread evenly over the first two months of the first year of the contract.

Monthly service fee year 1 and 2 $ ~~46,646.88~~49,427.58