

Dane County Contract Cover Sheet

Revised 01/2022

Res 373
significant

Dept./Division	Medical Examiner		
Vendor Name	National Medical Services Inc (NMS Labs)	MUNIS #	5598
Brief Contract Title/Description	Contract for forensic toxicology testing services to support medicolegal investigations at the Dane County Medical Examiner's Office.		
Contract Term	January 1, 2025-December 31, 2029		
Contract Amount	\$450,000		

Contract # Admin will assign	15764
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Cristina Figueroa Soto	Name	Eric White
Phone #	608-284-6000	Phone #	215-205-1359
Email	figueroasoto.cristina@countyofdane.com	Email	eric.white@nmslabs.com
Purchasing Officer	Megan Roan		

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$40,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input checked="" type="checkbox"/> Over \$40,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP # 2024-095
	<input type="checkbox"/> Bid Waiver – \$40,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$40,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	



MUNIS Req.	Req # 583	Org: MEDEXAM	Obj: 30860	Proj:	
	Year 2025	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Res # 373
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year 2025

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Figueroa Soto, Cristina	Digitally signed by Figueroa Soto, Cristina Date: 2025.03.14 14:26:50 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 3/14/25	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, March 18, 2025 9:47 AM
To: Hicklin, Charles; Rogan, Megan; Gault, David; Cotillier, Joshua
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15764
Attachments: 15764.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 3/18/2025 3:03 PM	Approve: 3/18/2025 3:03 PM
	Rogan, Megan	Read: 3/18/2025 10:14 AM	Approve: 3/18/2025 10:14 AM
	Gault, David	Read: 3/18/2025 1:27 PM	Approve: 3/18/2025 1:28 PM
	Cotillier, Joshua		Approve: 3/18/2025 2:46 PM
	Stavn, Stephanie	Read: 3/18/2025 11:01 AM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15764
Department: Medical Examiner
Vendor: NMS Labs
Contract Description: Perform Forensic Toxicology Testing Services (Res 373)
Contract Term: 1/1/25 -12/31/29
Contract Amount: \$450,000.00

Thanks much,
Michelle

Michelle Goldade
Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please note: I am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

2024 RES-373

**AWARD OF NATIONAL MEDICAL SERVICES, INC. (NMS) LABORATORIES CONTRACT
FOR FORENSIC TOXICOLOGY SERVICES AT THE DANE COUNTY MEDICAL
EXAMINER'S OFFICE**

The Dane County Medical Examiner's Office requires forensic toxicology testing services to support its medicolegal investigations. Reliable and high-quality toxicology testing is essential for determining cause and manner of death, as well as supporting criminal investigations.

To identify qualified laboratories capable of providing these services, the Medical Examiner's Office issued a Request for Proposals (RFP) # 2024-095. After careful evaluation of the responses received, the Medical Examiner's Office recommends award of a contract to National Medical Services, Inc. (NMS) Laboratories based on its expertise, quality of services, and cost-effectiveness. The Medical Examiner's Office has negotiated a five-year contract with NMS Laboratories to ensure continued access to comprehensive toxicology services, for a total estimated cost of \$450,000.

NOW, THEREFORE BE IT RESOLVED that the Dane County Board of Supervisors does authorize a five-year contract with NMS Laboratories with an estimated amount of \$450,000; and

BE IT FINALLY RESOLVED that the County Executive and County Clerk are authorized to execute the contract documents.

DANE COUNTY CONTRACT # 15764

Revised 11/2024



Department: Medical Examiner
Provider: National Medical Services, Inc.

Expiration Date: December 31, 2029

Maximum Cost: \$450,000

Registered Agent (if applicable): Incorp Services, Inc.

Registered Agent Address: 100 Wilburn Rd #100
Sun Prairie, WI 53590

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and National Medical Services, Inc. DBA NMS Labs (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is 7501 Luds Lane, McFarland WI 53558, desires to purchase services from PROVIDER for the purpose of providing forensic toxicology services; and

WHEREAS PROVIDER, whose address is 200 Welsh Road, Horsham, PA 19044, is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

I. TERM:

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement. COUNTY shall never pay more than the Maximum Cost as stated above for all services. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

II. SERVICES:

A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.

B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.
- D. No portion of funds under this Agreement may be used to support or advance religious activities.
- E. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin and has met all state and federal service standards, certifications and assurances as expressed by State and Federal statutes, rules, and regulations applicable to the services covered by this Agreement.
- F. PROVIDER will follow applicable public health guidelines to provide safe services and a safe workplace. In addition, by signing this Agreement, PROVIDER acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that PROVIDER and its staff may be exposed to or infected by COVID-19 by providing services under this Agreement and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

PROVIDER further acknowledges that PROVIDER is assuming all of the foregoing risks and accept sole responsibility for any injury to itself and staff, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense or any kind, that PROVIDER or its staff may experience or incur in connection with providing services. PROVIDER hereby releases, covenants not to sue, discharges, and holds harmless and indemnifies the COUNTY, its employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Provider understands and agrees that this release includes any claims based on the actions, omissions, or negligence of COUNTY, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after the provision of services under this Agreement.

III. ASSIGNMENT/TRANSFER:

PROVIDER shall not assign, subcontract or transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY, including the hiring of independent contract service providers unless otherwise provided herein. Claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. TERMINATION:

- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.
- B. The following shall constitute grounds for immediate termination:
 - 1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
 - 2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
 - 3. failure of PROVIDER to comply with reporting requirements contained herein.

4. inability of PROVIDER to perform the work provided for herein.
 - C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
 - D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.
- V. **PAYMENT:**
COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.
- VI. **REPORTS:**
PROVIDER agrees to make such reports as are required in the attached schedules, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said schedules shall result in the penalties set forth herein.
- VII. **DELIVERY OF NOTICE:**
Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.
- VIII. **INSURANCE & INDEMNIFICATION:**
- A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. Any failure on the part of the PROVIDER to comply with reporting or other provisions of its insurance policies shall not affect this PROVIDER's obligations under this paragraph. COUNTY reserves the right, but not the obligation, to participate in defense without relieving PROVIDER of any obligation under this paragraph. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.
 - B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance

under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

1. Commercial General Liability.

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations.

2. Professional Liability Insurance.

If PROVIDER renders professional services (such as medical, architectural or engineering services) under this Agreement, then PROVIDER shall provide and maintain two million dollars (\$2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to PROVIDER's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by COUNTY

3. Commercial/Business Automobile Liability Insurance.

If applicable to the services covered by this Agreement, PROVIDER shall provide and maintain commercial general liability and automobile liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001) and ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

4. Environmental Impairment (Pollution) Liability

If PROVIDER will be transporting waste or will be disposing of waste or products under this Agreement, then PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

5. Workers' Compensation.

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

6. Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

C. Required provisions.

1. Insurer's Requirement

All of the insurance shall be provided on policy forms and through companies satisfactory to COUNTY, and shall have a minimum AM Best's rating of A- VIII

2. Additional Insured.

COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of PROVIDER; products and completed operations of PROVIDER; premises occupied or used by PROVIDER; and vehicles owned, leased, hired or borrowed by PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of COUNTY.

3. Provider's Insurance Shall be Primary

For any claims related to this Agreement, PROVIDER's insurance shall be primary insurance with respect to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by COUNTY, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance. PROVIDER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability

4. Cancellation Notice

Each insurance policy required by this Agreement shall state, or be endorsed so as to the state, that coverage shall not be canceled by the insurance carrier or the PROVIDER, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to COUNTY.

5. Evidences of Insurance.

Prior to execution of the Agreement, PROVIDER shall file with COUNTY a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

6. Sub-Contractors.

In the event that PROVIDER employs sub-contractors as part of this Agreement, it shall be the PROVIDER's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

IX. NO WAIVER BY PAYMENT OR ACCEPTANCE:

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

X. NON-DISCRIMINATION:

During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin,

cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

XI. CIVIL RIGHTS COMPLIANCE:

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. COMPLIANCE WITH FAIR LABOR STANDARDS:

A. Reporting of Adverse Findings

During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

B. Appeal Process

PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).

C. Notice Requirement

PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XIII. CONTROLLING LAW AND VENUE:

It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.

XIV. FINANCIAL INTEREST PROHIBITED:

Under s. 946.13, Wis. Stats. COUNTY employees and officials are prohibited from holding a private pecuniary interest, direct or indirect, in any public contract. By executing this Agreement, each party represents that it has no knowledge of a COUNTY employee or official involved in the making or performance of the Agreement that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding of a violation of s. 946.13, Wis. Stat. may result in this Agreement being voided at the discretion of the COUNTY.

XV. LIMITATION OF AGREEMENT:

This agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

XVI. ENTIRE AGREEMENT:

The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

XVII. COUNTERPARTS:

The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

XVIII. CONSTRUCTION:

This Agreement shall not be construed against the drafter.

XIX. COPIES VALID:

This agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto

stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

XX. REGISTERED AGENT:

PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.

XXI. DEBARMENT:

By signing this Contract, PROVIDER attests that it is not debarred from participating in federal procurements. COUNTY reserves the right to cancel this Contract if PROVIDER is presently, or is in the future, on the list of parties excluded from federal procurements.

XXII. EXECUTION:

- A. The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, "electronically signed" or by any other electronic means representing an authorized signature by PROVIDER. PROVIDER shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by PROVIDER is authentic.
- B. This Agreement has no effect until signed by both parties. The submission of this Agreement to PROVIDER for examination does not constitute an offer. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

David Delia

David Delia
PRESIDENT & CEO

3/13/2025

Date

Gregory Schuh

Gregory Schuh
CONTROLLER

3/13/25

Date

* * *

FOR COUNTY:

Melissa Agard
Dane County Executive

Date

Scott McDonell
Dane County Clerk

Date

* [print name and title, below signature line of any person signing this document]

SCHEDULE A

Scope of Services

Provider shall provide forensic toxicology and expert testimony services for the period January 1, 2025- December 31, 2029 to the Dane County medical Examiner's office and their partner agencies (i.e., intergovernmental agreements and autopsy services to other outside agencies).

Provider's Labs are operational 24/7 to provide consistent quick turnaround time on comprehensive toxicology, with approximate turnaround time of 15 business days.

All analytical testing is performed in-house, with no use of an outside reference laboratory for quantitative or conformational testing.

Provider shall provide onsite training at the County for preparation of the project, sample submission, and report delivery.

Prepaid shipping of samples via Federal Express Standard Overnight (next business day) delivery on Monday through Saturday.

Forensic Client Support available via phone and email Monday- Friday 7am - 7:30pm Central Standard Time. Provider also provides a 24/7 Emergency Hotline for Public Health Toxicology Related Emergencies where Toxicology testing and/or consultation may be required.

Dedicated research & development committee (NPS strategy team) structured to offer continuous delivery of toxicology support services of the designer drug toxicology analysis.

Designer drug analysis scope expansion delivered every 9 months to offer the most up-to-date panels for new and emerging drugs.

Access to Provider's comprehensive testing catalog of over 2,700 different tests, with specimen storage on all submitted specimens for twelve (12) months.

Provider is accredited by ISO/IEC 17025:2017 for:

- Toxicology: ANAB (ANSI/ASQ National Accreditation Board) and ABFT (American Board of Forensic Toxicology) Page 8 of 39
- Seized Drugs and Biology (DNA & Serology): ANAB (ANSI/ASQ National Accreditation Board) and FBI OAS (FBI Quality Assurance Standards - applicable to DNA only)

Staff Qualifications

Provider employs more than 250 highly trained professionals at our Headquarters and Laboratory at 200 Welsh Road, Horsham, PA 19044. All testing for the County will be performed at this location.

Forensic Client Support Specialists

Provider's Client Support department will fulfill expectations and requirements, as well as direct access to a regional toxicologist and the Toxicologist of the Day for support. Provider's Client Support department is available Monday through Friday to provide support to County in resolving service needs, problems, concerns and general inquiries received daily. Other duties include providing turnaround times on County's cases, adding on additional testing as needed, and assisting the County in obtaining interpretation of results. Provider's staff can also assist in online ordering and inventory control and accessing reports. Response time for phone inquiries is typically immediate. Support is available by phone at (866) 522-2216 during the following hours: Monday through Friday 7:00 am - 7:30 p.m. Central Time.

Provider's Client Support is available via e-mail at forensics@nmslabs.com. This e-mail is checked a minimum of every 30 minutes for activity during client support working hours. Provider's client support staff can handle routine inquiries such as result status, test ordering, expected turnaround time, adding testing to existing cases, appropriate sample requirements, handling and packaging. Provider's client support is also able to handle explanation of Provider's scope of services. If the incoming question from the County is outside of the area of responsibility of Provider's client support staff, they will contact the appropriate Provider staff member for immediate follow up. Provider's client services have a maximum response time of 2 hours during normal business times for email inquiries.

Toxicologist Consultation

Provider has a Toxicologist of the Day (TOD). The TOD is available by phone Monday through Friday during routine business hours and can be contacted by calling (866) 522-2216. This assigned toxicologist has their work schedule cleared for their assigned day so that they are available for clients. Toxicologists are also available via e-mail.

Expert Services

Provider's Expert Services Manager will assist in the needs concerning testimony (e.g., subpoenas, litigation packages, and scheduling testimony). Provider's Expert Services department with (4) dedicated team members is available Monday through Friday to assist in the needs concerning testimony (e.g., subpoenas, litigation packages, and scheduling testimony). Provider's expert services staff is available by phone at 844-276-0768 during the following hours: Monday through Friday 7:00 am - 4:30 p.m. Central Time.

Expert Consultation

Provider's Expert Services Department will manage the delivery of on-site testimony, video or telephone testimony, conferences, litigation package requests, depositions and other services to assist the Dane County Medical Examiner's litigation and counties that Dane County establishes Intergovernmental Agreements with, or provides autopsies services to. In the event that on-site testimony is requested, Provider's Lab (Horsham, PA) is located within one (1) day travel time to Dane County. Provider's scientists are expert in communicating complex ideas to a non-scientific audience.

Forensic Toxicology Personnel and Key Scientific Staff

Provider has an experienced, well-respected professional staff of Forensic toxicologists that will oversee the analysis of samples received from the Dane County Medical Examiner's Office. Provider's analytical services are supported by a staff of a minimum of 7 Ph.D.-level forensic toxicologists, 6 of which are ABFT Board Certified Forensic Toxicologists. They are responsible for the daily technical, administrative and consultative needs of our forensic clients. Provider's team of qualified professionals has the full capability of providing expert testimony regarding our analytical methods, principles, pharmacokinetic and pharmacodynamic properties for all drugs detected in a sample.

Testing Turnaround Time

Provider provides quantitated results on forensic postmortem panel tests within 3 weeks on average from the time of receipt.

Esoteric and special request testing may exceed 15 business days.

Provider has the capacity to handle at least 2000 postmortem cases per month and has ample capacity and flexibility to increase volumes if necessary to support any mass fatality related cases.

Testing Capabilities

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

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

The laboratory results will be reported qualitatively as well as quantitatively, when indicated. The sensitivity of the test and related reporting limit will be referenced in an Analysis Summary included with each report. The following is a list of the analytical techniques in general use by Provider for screening and confirmation testing:

Screening

ELISA (Enzyme Linked Immunosorbent Assay)

EMIT (Enzyme Multiplied Immunoassay Technique)

FPIA (Fluorescence Polarized Immunoassay)

TLC (Thin-layer Chromatography) Microdiffusion Spectrophotometry

LC/MS/MS-TOF (Liquid Chromatography/Mass Spectrometry/Mass Spectrometry/Time of Flight) LC/MS/MS (Liquid Chromatography/Mass Spectrometry/Mass Spectrometry)

HPLC (High Performance Liquid Chromatography) with various forms of detection (UV, Fluorescence, Electrochemical)

GC/MS (Gas Chromatography/Mass Spectrometry)

GC (Gas Chromatography) with various forms of detection (NPD, FID, ECO) ICP/MS (Inductively Coupled Plasma Mass Spectrometry)

GFAAS (Graphite Furnace Atomic Absorption Spectrophotometry)

Confirmation

LC/MS/MS (Liquid Chromatography/Mass Spectrometry/Mass Spectrometry)

LC/MS/MS-TOF (TOF = Time of Flight)

GC/MS (Gas Chromatography/Mass Spectrometry) ICP/MS (Inductively Coupled Plasma Mass Spectrometry)

Provider shall provide existing methods for toxicology and drug identification upon request for the analyte and quantitation capabilities. Provider utilizes two independent testing methods as part of the normal operating procedure. All retesting and other work done as a result of errors shall be paid for by Provider.

SCHEDULE B

Pricing Structure and Payment

Invoices/Payment:

PROVIDER shall issue an invoice upon completion of services and/or delivery of such deliverables. Invoices must reference the Dane County purchase order number issued for the services/deliverables described herein.

PROVIDER shall invoice separately for Counties that Dane County establishes Intergovernmental Agreements (IGA) with and Wisconsin Tissue Banks. Email delivery of invoices is encouraged and preferred – see the Bill To section of the purchase order. Payment shall be made within 30 days of COUNTY's receipt of accepted invoice unless otherwise noted in Schedule B.

Following is pricing and scope of testing (including reporting limits and methodology) for:

- 8041 B Basic Postmortem Panel (Drugs of Abuse) with Vitreous Alcohol Confirmation (Blood only)
- 8051 Basic Postmortem Panel (Drugs of Abuse) (All other matrices: Serum/Plasma, Urine, Fluid, Tissue)
- 8042B Expanded Postmortem Panel (Comprehensive) with Vitreous Alcohol Confirmation (Blood only)
- 8052 Expanded Postmortem Panel (Comprehensive) All other matrices: Serum/Plasma, Urine, Fluid, Tissue) • 8054B Expanded with NPS Postmortem Panel
- 9566B Synthetic Cannabinoids (add-on)
- 8155B Designer Opioids (add-on)
- 8756 Novel Psychoactive Substances (NPS) Screen 1
- 8050U Postmortem, Urine Screen Add-on (6-MAM Quantification only)
- 1919FL Electrolytes and Glucose Panel (Vitreous), Fluid
- 1611 B Tetrafluoroethene and Difluoroethane Panel, Blood
- 1002B Carbon Monoxide Exposure Screen, Blood

Test codes that are not specifically quoted in this RFP response are listed in our Fee Schedule. Volume discounting may be available for high volume tests.

NMS Labs will supply the Dane County Medical Examiner with commercially manufactured and quality-controlled specimen collection kits specific for forensic cases along with preprinted analysis requisition forms with an area to document chain of custody handling.

Specimens will be transported at the expense of NMS Labs under full chain of custody via Federal Express Standard Overnight service using preprinted shipping airbills and courier supplies provided by NMS Labs.

Samples will be retained for a period of one (1) year at Provider's Labs. The samples will be held in a secured freezer.

Pricing is valid for the first term of the contract January 1, 2025 - December 31, 2027. Year 4 (January 1, 2028-December 31, 2028) and Year 5 of the contract (January 1, 2029-December 31, 2029) shall increase at a rate that is mutually agreed upon by both the PROVIDER and the COUNTY.



December 16, 2024

Dane County Medical Examiner
 Attn: Dr. Agnieszka Rogalska
 7501 Luds Lane
 McFarland, WI

Dear: Dr. Rogalska

Thank you for your continued support of NMS Labs for your testing needs. Based on the projected volumes, NMS can offer your facility discounted pricing on our services. The following tests will be discounted from NMS Labs' Current List Price Fee Schedule. The discounts offered are based on the testing volume listed below.

Client ID(s): 10170, 10468, 146768, 149088, 149092, 153290
 Price Code Number: DANE

Pricing Effective Date: 1/1/2025
 Pricing Expiration Date: 12/31/2027

Test	Test Name	Projected Volume	Current List Price	Discount Price
53249FL	Alcohols and Acetone Confirmation, Vitreous Fluid (Forensic)	158	\$105	\$0
5654B	Carbon Monoxide Exposure Biouptake Confirmation, Blood	15	\$100	\$0
1002B	Carbon Monoxide Screen, Confirmation Separate Fee, Blood	21	\$135	\$140
1919FL	Electrolytes and Glucose Panel (Vitreous), Fluid (Forensic)	90	\$114	\$73
8054B	NMS TotalTox™ Panel, Blood (Forensic)	0	\$572	\$482
8756B	Novel Psychoactive Substances (NPS) Screen, Blood	0	\$374	\$301
8756SP	Novel Psychoactive Substances (NPS) Screen, Serum/Plasma	0	\$374	\$301
8756U	Novel Psychoactive Substances (NPS) Screen, Urine	0	\$374	\$301
8041B	Postmortem, Basic w/Vitreous Alcohol Confirmation, Blood (Forensic)	7	\$324	\$130
8051FL	Postmortem, Basic, Fluid (Forensic)	0	\$426	\$198
8051SP	Postmortem, Basic, Serum/Plasma (Forensic)	0	\$279	\$130
8051TI	Postmortem, Basic, Tissue (Forensic)	0	\$500	\$210
8051U	Postmortem, Basic, Urine (Forensic)	0	\$279	\$130
8042B	Postmortem, Expanded w/Vitreous Alcohol Confirmation, Blood (Forensic)	659	\$451	\$198
8052FL	Postmortem, Expanded, Fluid (Forensic)	1	\$678	\$455
8052SP	Postmortem, Expanded, Serum/Plasma (Forensic)	1	\$413	\$198
8052TI	Postmortem, Expanded, Tissue (Forensic)	3	\$750	\$466
8052U	Postmortem, Expanded, Urine (Forensic)	0	\$413	\$198
8050U	Postmortem, Urine Screen Add-On (6-MAM	91	\$41	\$0

	Quantification only) (Forensic)			
1611B	Tetrafluoroethane and Difluoroethane Panel, Blood	1	\$424.00	\$410
1480B	Designer Opioids, Blood		\$360	\$150

All other testing ordered during this effective period will be billed at the fees referenced in the NMS Labs Prevailing Fee Schedule, which changes every January 1st. Prepaid Federal Express air bills will be provided to ship samples to NMS Labs for testing via Standard Overnight delivery service. All samples will be retained for twelve (12) months from the date of the final report. Samples will then be discarded after the retention period unless notified by your office in writing with alternate instructions regarding the disposition of the specimens. NMS Labs works diligently to maintain our discounted prices and will evaluate the pricing for this group in 36 months for any necessary pricing increases.

Your account will be invoiced monthly for all services completed during the preceding month. For example, the invoice for testing completed in July will be received in early August. Normal payment terms are net 30 days upon receipt of each invoice.

NMS Labs looks forward to our continued partnership with the Dane County Medical Examiner.

Sincerely,



Eric White
 Sr. Territory Manager/North Central
 215-205-1359
 CC: D365 Data Base