

SECOND AMENDMENT TO NAPA COUNTY AGREEMENT NO. 240103B

PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT NO. 240103B is made and entered into as of this 1st day of July, 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” acting by and through its Purchasing Agent, and National Medical Services, Inc. dba NMS Labs, whose mailing address is 200 Welsh Road, Horsham, Pennsylvania 19044, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, on July 1, 2023, COUNTY, through its Purchasing Agent, and CONTRACTOR entered into Agreement No. 240103C (“the Agreement”) whereby CONTRACTOR agreed to provide COUNTY, and COUNTY agreed to pay CONTRACTOR for specialized services, as authorized by Government Code section 31000, in order to provide post-mortem toxicology testing services for the COUNTY’s Sheriff’s Office; and

WHEREAS, on July 1, 2025 the County’s Purchasing Agent reviewed and approved an amendment to add additional laboratory testing services; and

WHEREAS, the parties now wish to amend the Agreement to extend the term and revise the compensation provisions.

NOW, THEREFORE, COUNTY and CONTRACTOR hereby agree to amend the Agreement in the manner set forth below.

TERMS

1) Paragraph 1 of the Agreement, entitled “**Term of Agreement**,” is amended to read in full as follows:

“1. Term of Agreement.

Term of the Agreement. The term of this Agreement shall commence on the date first written in the Agreement and shall expire on June 30, 2027 unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).

The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed two (2) additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30."

2) Paragraph 3 of the Agreement, entitled "**Compensation**" is amended to read in full as follows:

"3. Compensation.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B-2," attached hereto and incorporated by reference herein.

(b) Expenses. No travel or other expenses will be reimbursed by COUNTY.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of SIXTY-FIVE THOUSAND dollars (\$65,000) per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered."

3) Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as previously approved.

///

///

///

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

NATIONAL MEDICAL SERVICES, INC.

By David Delia
Signer ID: 1PWDMUA018
DAVE DELIA, Chief Executive Officer

By 
Signer ID: USPGORUM17
GREG SCHUH, Interim Chief Financial Officer

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California, acting by and through its Purchasing Agent

By _____
AMBER MANFREE, Chair of the Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>S. Darbinian</u> Deputy County Counsel</p> <p>Date: June 3, 2026</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
--	--	--

EXHIBIT "B-2"

COMPENSATION AND EXPENSE REIMBURSEMENT

Test Code	Test Name	Current List Price	Discount Price 7/1/26-6/30/27	Discount Price 7/1/27-6/30/29
1002B	Carbon Monoxide Screen, Confirmation Separate Fee, Blood	\$147.00	\$69.00	\$73.00
1919FL	Electrolytes and Glucose Panel (Vitreous), Fluid (Forensic)	\$125.00	\$83.00	\$88.00
5654B	Carbon Monoxide Exposure Biouptake Confirmation, Blood	\$109.00	\$75.00	\$79.00
6943H	Drugs of Abuse Screen (6 Panel), Hair	\$634.00	\$565.00	\$599.00
6945H	Therapeutic and Drugs of Abuse Screen, Hair	\$1,547.00	\$1,378.00	\$1,460.00
6946H	Drugs of Abuse Screen (9 Panel), Hair	\$758.00	\$675.00	\$715.00
7542B	Ethanol - Title 17, Blood - Send Out	\$149.00	\$149.00	\$149.00
8031U	Child Drug Exposure Screen, Urine	\$546.00	\$487.00	\$516.00
8050U	Postmortem, Urine Screen Add-on (6-MAM Quantification only)	\$45.00	\$35.00	\$37.00
8051B	Postmortem, Basic, Blood (Forensic)	\$305.00	\$166.00	\$176.00
8051FL	Postmortem, Basic, Fluid (Forensic)	\$465.00	\$362.00	\$383.00
8051SP	Postmortem, Basic, Serum/Plasma (Forensic)	\$305.00	\$166.00	\$176.00
8051TI	Postmortem, Basic, Tissue (Forensic)	\$546.00	\$426.00	\$451.00
8051U	Postmortem, Basic, Urine (Forensic)	\$305.00	\$166.00	\$176.00
8052B	Postmortem, Expanded, Blood (Forensic)	\$452.00	\$227.00	\$240.00
8052FL	Postmortem, Expanded, Fluid (Forensic)	\$740.00	\$417.00	\$442.00
8052SP	Postmortem, Expanded, Serum/Plasma (Forensic)	\$452.00	\$227.00	\$240.00
8052TI	Postmortem, Expanded, Tissue (Forensic)	\$819.00	\$462.00	\$489.00
8052U	Postmortem, Expanded, Urine (Forensic)	\$452.00	\$227.00	\$240.00
8054B	NMS TotalTox™ Panel, Blood (Forensic)	\$595.00	\$515.00	\$545.00
8061B	Postmortem, Basic w/o Alcohol, Blood (Forensic)	\$251.00	\$154.00	\$163.00
8062B	Postmortem, Expanded w/o Alcohol, Blood (Forensic)	\$398.00	\$204.00	\$216.00
9291H	Fentanyl Screen, Hair	\$1,304.00	\$1,162.00	\$1,231.00
RETURN	Specimen Return/Handling	\$69.00	\$21.00	\$22.00

All other testing ordered during the effective period of 7/1/26-6/30/27 will be billed at 2026 List Price Fees. All other testing ordered during the effective period of 7/1/27-6/30/29 will be billed at 2027 List Price Fees. Prepaid Federal Express air bills will be provided for shipping samples to NMS Labs for testing. All samples will be retained for a period of 12 months and then returned. If you have any questions regarding this communication, please contact me directly.

Signature Certificate



Envelope Ref:5095338a9f7c01d19758acb59a616f5272de04c8

Author: Carlye Leinheiser Creation Date: 11 Jun 2026, 13:56:41, EDT Completion Date: 11 Jun 2026, 16:11:42, EDT

Document Details:



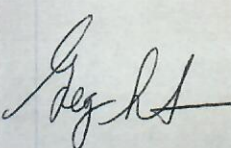
Name: Amend No. 2 Agreement AATF
Type:
Document Ref: 3723e0e8a3d59ddacba5850348c1130bd795799f06176ae9ee42ee1a6b3bf7f4
Document Total Pages: 4

Document Signed By:

Name: David Delia
Email: david.delia@nmslabs.com
Signer ID: 1PWDMUAO18...
IP: 100.35.165.82
Location: MIDDLETOWN TOWNSHIP, NJ (US)
Date: 11 Jun 2026, 16:11:42, EDT
Consent: eSignature Consent Accepted
Security Level: Email

Name: Gregory Schuh
Email: gregory.schuh@nmslabs.com
Signer ID: U8PCORUM17...
IP: 167.224.114.71
Location: HORSHAM, PA (US)
Date: 11 Jun 2026, 14:00:03, EDT
Consent: eSignature Consent Accepted
Security Level: Email


Signer ID: 1PWDMUAO18...


Signer ID: U8PCORUM17...

Document History:

Envelope Created Carlye Leinheiser created this envelope on 11 Jun 2026, 13:56:41, EDT
Invitation Sent Invitation sent to Gregory Schuh on 11 Jun 2026, 13:59:10, EDT

Invitation Sent	Invitation sent to David Delia on 11 Jun 2026, 13:59:10, EDT
Invitation Accepted	Invitation accepted by Gregory Schuh on 11 Jun 2026, 13:59:47, EDT
Signed by Gregory Schuh	Gregory Schuh signed this Envelope on 11 Jun 2026, 14:00:03, EDT
Invitation Accepted	Invitation accepted by David Delia on 11 Jun 2026, 16:11:24, EDT
Signed by David Delia	David Delia signed this Envelope on 11 Jun 2026, 16:11:42, EDT
Executed	Document(s) successfully executed on 11 Jun 2026, 16:11:42, EDT
Signed Document(s)	Link emailed to gregory.schuh@nmslabs.com
Signed Document(s)	Link emailed to david.delia@nmslabs.com
Signed Document(s)	Link emailed to carlyejohn.leinheiser@nmslabs.com