



ROBERT L. QUINN  
COMMISSIONER OF  
SAFETY

State of New Hampshire

DEPARTMENT OF SAFETY  
JAMES H. HAYES BLDG. 33 HAZEN DR.  
CONCORD, N.H. 03305  
(603) 271-2791

June 1, 2020

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, NH 03301

Requested Action

Authorize the Department of Safety, Division of State Police, to enter into a contract with National Medical Services, Inc. d/b/a/ NMS Laboratories – New England Toxicology Services (VC #175183-B001), 3701 Welsh Road, Willow Grove, PA, in an amount not to exceed \$10,500.00 for the provision of DWI investigation services for the State Police Forensic Laboratory. The contract will become effective upon Governor and Council approval through June 30, 2023 with an option to extend for one two-year period at the sole decision of the State. Funding source: 49% General, 28.3% Turnpike, 22.7% Highway.

Funds are available in SFY2021 operating budget and contingent upon continued appropriations in SFY2022/SFY2023 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-234015-40030000 Dept. of Safety – Div. of State Police – Traffic Bureau  
103-502664 Contracts for Operational Services – Contract Repairs: Machine, Equip

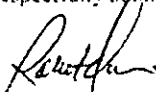
	<u>SFY2021</u>	<u>SFY2022</u>	<u>SFY2023</u>
	\$3,500.00	\$3,500.00	\$3,500.00
TOTAL			\$10,500.00

Explanation

This contract provides toxicological testing services for State Police DWI investigations that involve drugs and other chemical compounds for which the Forensic Laboratory does not currently test. The results of testing DWI evidence will be used at trial and expert witnesses from NMS Laboratories may be called upon to offer direct testimony. These scientific experts will also be subject to cross examination by defense counsel. It is essential to use an internationally accredited forensic laboratory that has a track record of providing reliable testing and subsequent testimony. These cases will be tried by the Attorney General's Office and the Department of Safety Prosecution Unit throughout the State of New Hampshire. NMS Laboratories has been used by numerous law enforcement agencies for the successful prosecution of impaired driving cases with the use of DWI evidence.

The Division of State Police released a Request for Bid (RFB DOS 2020-10). The RFB was advertised on the Purchase & Property website from April 8, 2020 through April 17, 2020. NMS Laboratories submitted the sole proposal.

Respectfully submitted,

  
Robert L. Quinn  
Commissioner of Safety

FORM NUMBER P-37 (version 12/11/2019)

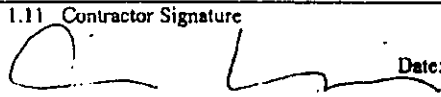

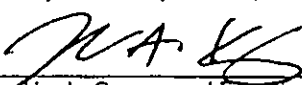
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name Dept. of Safety, Div. of State Police		1.2 State Agency Address 33 Hazen Drive, Concord, NH 03305	
1.3 Contractor Name National Medical Services, Inc. d/b/a/ NMS Labs		1.4 Contractor Address 200 Welsh Road Horsham, PA 19044	
1.5 Contractor Phone Number (800) 522-6671	1.6 Account Number AU 4003	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$10,500.00 Not to Exceed
1.9 Contracting Officer for State Agency Kevin Connor		1.10 State Agency Telephone Number 603-223-4300	
1.11 Contractor Signature  Date: 5/7/2020		1.12 Name and Title of Contractor Signatory Eric F. Rieders, President & COO	
1.13 State Agency Signature  Date: 6/18/20		1.14 Name and Title of State Agency Signatory Steven R. Lavoie, Director of Administration	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/26/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulac, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**EXHIBIT A  
SPECIAL PROVISIONS**

There are no special provisions.

**EXHIBIT B  
SCOPE OF SERVICES**

National Medical Services, Inc. d/b/a NMS Laboratories-New England Toxicology Services (Contractor), of Horsham, PA, is being contracted by the Department of Safety, Division of State Police (State Agency) to provide Forensic Toxicology Testing Services for the Forensic Laboratory.

The Contractor is responsible for providing DWI Investigation – Forensic Toxicology Testing Services for the following:

- Forensic Toxicology screening of biological specimen (blood, serum/plasma, urine).
- Forensic Toxicology confirmation testing of biological specimen (blood, serum/plasma, urine).
- Additional professional services
- Per RFB DOS 2020-10 Attachment A – Bid Offer (pages 6 and 7) of the contract

The Contractor is responsible for supplying the State Agency with documentation demonstrating their accreditation to ISO/IEC 17025, General Requirements for the Compliance of Testing and Calibration Laboratories, with a Scope of Accreditation pertinent to the testing to the testing being provided.

Evidence tested under this contract may be used at trial. This may involve the Contractor (expert witness) undergoing cross-examination by the defense during deposition and/or trial.

The contract will effective upon Governor and Council approval for the period July 1, 2020 through June 30, 2023, with the option of the State Agency alone, to extend the contract for one (1) two (2) year term.

The State Agency shall have the right to terminate the contract at any time by giving the Contractor a thirty (30) day written notice.

**EXHIBIT C  
PRICING AND PAYMENT TERMS**

The Contractor shall invoice the State of New Hampshire, Division of State Police as work is completed during the contract period.

The Department of Safety, Division of State Police agrees to make payment of such invoices within thirty (30) days of receipt of the invoice and the State Agency's approval and acceptance. The Contractor agrees not to exceed the contract total of \$10,500.00.

ATTACHMENT A - BID OFFER  
 NH State Police - Forensic Toxicology Testing Services  
 NMS LABS

		BASE CONTRACT									
		FY2021			FY2022			FY2023			
		Cost	Standard Turn Around Time	Rush Services	Cost	Standard Turn Around Time	Rush Services	Cost	Standard Turn Around Time	Rush Services	
<b>DWI Investigation - Forensic Toxicology Services</b>		Test Codes		Varies *	**		Varies *	**		Varies *	**
<b>Forensic Toxicology Screening, Confirmation and Quantification of biological specimen (blood, serum/plasma, urine):</b>											
Screening, Confirmation and Quantification test for presence of potentially impairing chemical substances such as controlled drugs, prescription drugs, over-the-counter drugs, and novel psychoactive substances:											
	Controlled Drugs	8150B	\$246			\$246			\$246		
	Controlled Drugs	8151B	\$261			\$261			\$261		
	Prescription Drugs	8152B	\$109			\$109			\$109		
	Over-the-Counter Drugs	1861U	\$154			\$154			\$154		
		1874U	\$280			\$280			\$280		
	Novel Psychoactive Substances	8756B	\$266			\$266			\$266		
		8756SP	\$266			\$266			\$266		
		8756U	\$266			\$266			\$266		
		8210B	\$215			\$215			\$215		
		8210SP	\$215			\$215			\$215		
		8210U	\$215			\$215			\$215		
		1480B	\$269			\$269			\$269		
		1480SP	\$269			\$269			\$269		
		9560B	\$269			\$269			\$269		
<b>* TAT by test code (ranges depend on whether results are negative or positive):</b>											
	DUID/DRE Panel Proof POSITIVE*, Blood (Forensic)	8150B		4-11 days	**	4-11 days	**	4-11 days	**	4-11 days	**
	DUID/DRE Panel (w/Alcohol) Proof POSITIVE*, Blood (Forensic)	8151B		4-11 days	**	4-11 days	**	4-11 days	**	4-11 days	**
	DUID/DRE Expanded Drug Screen Add-On Proof POSITIVE*, Blood (Forensic)	8152B		8-15 days	**	8-15 days	**	8-15 days	**	8-15 days	**
	Novel Psychoactive Substances (NPS) Screen 1, Blood	8756B		8-15 days	**	8-15 days	**	8-15 days	**	8-15 days	**
	Novel Psychoactive Substances (NPS) Screen 1, Serum/Plasma	8756SP		8-15 days	**	8-15 days	**	8-15 days	**	8-15 days	**
	Novel Psychoactive Substances (NPS) Screen 1, Urine	8756U		8-15 days	**	8-15 days	**	8-15 days	**	8-15 days	**
	Novel Psychoactive Substances (NPS) Screen 2, Blood	8210B		4-11 days	**	4-11 days	**	4-11 days	**	4-11 days	**
	Novel Psychoactive Substances (NPS) Screen 2, Serum/Plasma	8210SP		4-11 days	**	4-11 days	**	4-11 days	**	4-11 days	**
	Novel Psychoactive Substances (NPS) Screen 2, Urine	8210U		4-11 days	**	4-11 days	**	4-11 days	**	4-11 days	**
	Designer Opioids (2018 Scope), Blood	1480B		5 days	**	5 days	**	5 days	**	5 days	**
	Designer Opioids (2018 Scope), Serum/Plasma	1480SP		5 days	**	5 days	**	5 days	**	5 days	**
	Drugs of Abuse Screen (6 Panel), Urine	1861U		4-11 days	**	4-11 days	**	4-11 days	**	4-11 days	**
	Drug Screen (9 Panel), Urine	1874U		4-11 days	**	4-11 days	**	4-11 days	**	4-11 days	**
	Synthetic Cannabinoids Screen (2019 Scope), Blood	9560B		5-12 days	**	5-12 days	**	5-12 days	**	5-12 days	**

\*\* Requests for expedited analyses will be prioritized immediately upon notification from New Hampshire State Police. NMS Labs will make every effort to process and analyze the submitted samples as expeditiously as possible upon receipt to complete the requested testing. There will be no additional fee for this service.

Additional Services:			
Expert Witness - Full Day	70160ES		\$3,500 Fully loaded rate (no additional reimbursable costs)
Expert Witness - Half Day	70160ES		\$3,500 Fully loaded rate (no additional reimbursable costs)
Consulting (off-site)	70003ES		\$305 / Hour
Case Handling Fee (no testing)	HANDLING		\$41 / Hour
Sample return fee	RETURN		\$47

All other testing and services will be invoiced at prevailing NMS Labs LIST price.





Corporate Resolution of Signing Authority

WHEREAS, the Corporation is determined to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved to authorize and empower the following individual to make, execute, endorse and deliver in the name of and on behalf of the corporation, but shall not be limited to, any and all written instruments, agreements, documents, execution of deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates and other instruments of whatever nature entered into by this Corporation.

Name: Eric F. Rieders Ph.D.  
Position/Title: President & COO  
Telephone Number: 215 657-4900  
Email Address: [eric.rieders@nmslabs.com](mailto:eric.rieders@nmslabs.com)

Signature:

A handwritten signature in black ink, appearing to be "Eric Rieders", written over a horizontal line.

Name: Michael F. Rieders Ph.D.  
Position/Title: CEO, Treasurer, Board of Directors Forensic Toxicologist and Lab Director  
Telephone Number: 215 657-4900  
Email Address: [michael.rieders@nmslabs.com](mailto:michael.rieders@nmslabs.com)

Signature:

A handwritten signature in black ink, appearing to be "Michael Rieders", written over a horizontal line.

The undersigned certifies that he is the properly elected and qualified Chairman of the Board of National Medical Services, Inc., a corporation duly conformed pursuant to the laws of the state of Pennsylvania and that said meeting was held in accordance with state law and with the Bylaws of the above-named corporation.

This resolution has been approved by the Board of Directors of National Medical Services, Inc. on  
May 20, 2020.

I, as authorized by the Company, hereby certify and attest that all the information above is true and correct.

A handwritten signature in black ink, appearing to be "Frank McCaney", written over a horizontal line.  
Frank McCaney  
Chairman of the Board of Directors  
National Medical Services, Inc.

# State of New Hampshire

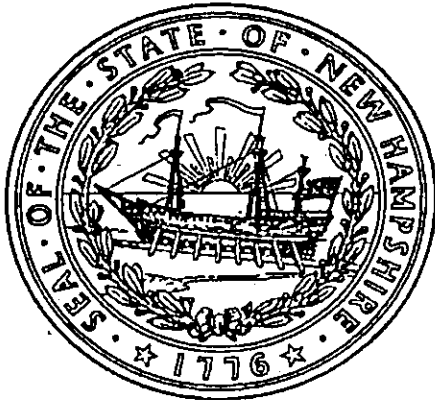
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NATIONAL MEDICAL SERVICES, INC. is a Pennsylvania Profit Corporation registered to transact business in New Hampshire on September 23, 2005. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 544514

Certificate Number: 0004869229

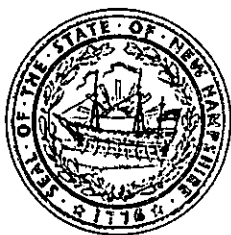


IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 30th day of March A.D. 2020.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



# State of New Hampshire

## Department of State

### 2020 ANNUAL REPORT

Filed
Date Filed: 3/30/2020
Effective Date: 3/30/2020
Business ID: 544514
William M. Gardner
Secretary of State

BUSINESS NAME: NATIONAL MEDICAL SERVICES, INC.
BUSINESS TYPE: Foreign Profit Corporation
BUSINESS ID: 544514
STATE OF INCORPORATION: Pennsylvania

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
200 Welsh Road Horsham, PA, 19044, USA	200 Welsh Road Horsham, PA, 19044, USA

REGISTERED AGENT AND OFFICE
REGISTERED AGENT: INCORP SERVICES, INC. (420703)
REGISTERED AGENT OFFICE ADDRESS: 152 S Mast Street Goffstown, NH, 03045, USA

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
OTHER / Lab testing.	

OFFICER / DIRECTOR INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
Eric Rieders	200 Welsh Rd, Horsham, PA, 19044, USA	President
Andrew Nolan	200 Welsh Rd, Horsham, PA, 19044, USA	Vice President
Maria Rieders	200 Welsh Rd, Horsham, PA, 19044, USA	Secretary
Michael Rieders	200 Welsh Rd, Horsham, PA, 19044, USA	Treasurer
Frank McCaney	200 Welsh Rd, Horsham, PA, 19044, USA	Chairman of the Board of Directors
Eric Rieders	200 Welsh Rd, Horsham, PA, 19044, USA	Director
Pierre Cassigneul	200 Welsh Rd, Horsham, PA, 19044, USA	Director
Nick Rieders	200 Welsh Rd, Horsham, PA, 19044, USA	Director
Cornelius McCarthy	200 Welsh Rd, Horsham, PA, 19044, USA	Director
Marian Rieders	200 Welsh Rd, Horsham, PA, 19044, USA	Director
Michael Rieders	200 Welsh Rd, Horsham, PA, 19044, USA	Chief Executive Officer

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.	
Title: <u>Vice President</u>	
Signature: <u>Andrew Nolan</u>	
Name of Signer: <u>Andrew Nolan</u>	



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/14/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis of Pennsylvania, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 1-877-945-7378      FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> National Medical Services, Inc. dba NMS Labs 200 Welsh Road Horsham, PA 19044 USA	<b>INSURER A:</b> Evanston Insurance Company      NAIC # 35378	
	<b>INSURER B:</b> Travelers Property Casualty Company of Am      25674	
	<b>INSURER C:</b> Travelers Casualty Insurance Company of Am      19046	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** W12296211      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			SM932370	08/15/2019	08/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			BA 3N062901	08/15/2019	08/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 0			UM801090	08/15/2019	08/15/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB 8K529095	08/15/2019	08/15/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional / E&O			SM932370	08/15/2019	08/15/2020	Per Claim \$1,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  New Hampshire Dept. of Safety 33 Hazen Drive Concord, NH 03305	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  