

172

**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

JOSEPH A. FOSTER
ATTORNEY GENERAL



ANN M. RICE
DEPUTY ATTORNEY GENERAL

June 4, 2015

Her Excellency, Governor Margaret Wood Hassan
And the Honorable Council
State House
Concord, NH 03301

Your Excellency and Members of the Council:

REQUESTED ACTION

Authorize the Department of Justice to enter into a **sole source** contract with National Medical Services, Inc. 3701 Welsh Rd., Willow Grove, PA (Vendor #74905) in the amount of \$300,000 to provide toxicology testing services for the Department of Justice, Office of the Chief Medical Examiner ("CME"), effective from July 1, 2015 through June 30, 2017. 100% General Funds.

Funding is available in account #02-20-20-200510-2614, Department of Justice, Office of the Medical Examiner as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified upon the availability and continued appropriation of funds in the future operating budget.

<u>Class</u>	<u>Description</u>	<u>SFY 2016</u>	<u>SFY 2017</u>
234-500783	Autopsy Expense	\$150,000	\$150,000

EXPLANATION

Because the State does not have the requisite laboratory capabilities to meet the CME's need for comprehensive toxicology testing and litigation support services, the Department of Justice, Office of the Chief Medical Examiner developed a Request for Proposal that was posted on the Department of Administrative Services website on August 12, 2011 with all proposals due by September 9, 2011. Two proposals were received and evaluated based on the criteria outlined in the Request for Proposal. National Medical Services (NMS) won the bid based on the completeness of the testing criteria and two other major differences: (1) the quick accessibility of test results via secured email and (2) being the most cost effective (lower bid for the most commonly used test). In addition, NMS is

known to be the premier forensic toxicology-testing laboratory in the country and comes highly recommended.

The Office of Chief Medical Examiner is a bureau within the Department of Justice under the direction and control of the Attorney General pursuant to RSA 611-B. The Attorney General is authorized, pursuant to RSA 611-B: 4 and RSA 7:12, to employ such persons as are reasonably necessary to assist the Chief Medical Examiner in the performance of his duties.

The Department of Justice would like to continue contracting with National Medical Services (NMS) for an additional two years (SFY 16 and SFY 17). As part of this new contract, NMS has agreed to keep the fees at the current level for the two year period for Postmortem Toxicology panels utilized for routine testing services. The proposed fees would be effective beginning July 1, 2015 through June 30, 2017 (fees attached). The DOJ requests the approval of this sole source contract for this additional two years and will plan on issuing an RFP prior to the negotiating of a new contract for these services at the end of SFY 2017.

In the State's experience with NMS, it has consistently provided high quality service, expeditious turn-around, and credible and supportable opinions. The CME and other state agencies have utilized NMS for toxicology testing on numerous occasions in the past and have found it to be an excellent provider. The State uses the services of NMS in our most important and complex criminal cases involving homicides, suspicious deaths, drug overdose deaths and vehicular fatalities. The integrity and accuracy of the forensic science work in these cases is of paramount importance to the entire criminal justice system, including the victims of crime and the defendants accused of crimes who may receive significant periods of incarceration if found guilty.

Please let me know if you have any questions concerning this request. Your consideration is greatly appreciated.

Respectfully submitted,



Joseph A. Foster
Attorney General

#1211540

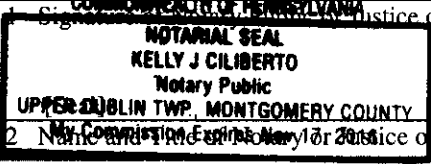
Subject: NMS Contract - Toxicology Services FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>Department of Justice</u>		1.2 State Agency Address <u>33 Capital Street, Concord, NH 03301</u>	
1.3 Contractor Name <u>NMS Labs</u>		1.4 Contractor Address <u>3701 Welsh Road, Willow Grove, Pa 19090</u>	
1.5 Contractor Phone Number <u>(215)657-4900</u>	1.6 Account Number <u>2614-500783</u>	1.7 Completion Date <u>June 30, 2017</u>	1.8 Price Limitation <u>\$300,000</u>
1.9 Contracting Officer for State Agency <u>Dr. Thomas Andrew</u>		1.10 State Agency Telephone Number <u>(603) 271-1235</u>	
1.11 Contractor Signature <u>Pierre Colantoni</u>		1.12 Name and Title of Contractor Signatory <u>Pierre G. Cassigneul President / CEO</u>	
1.13 Acknowledgement: State of <u>PA</u> , County of <u>Montgomery</u> On <u>05/19/15</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13 <small>COMMONWEALTH OF PENNSYLVANIA</small> Justice of the Peace  <u>Kelly J. Ciliberto</u>			
1.13 <small>UPPER DUBLIN TWP., MONTGOMERY COUNTY, PA</small> Justice of the Peace <u>[Signature]</u>			
1.14 State Agency Signature <u>Kathleen Carr</u>		1.15 Name and Title of State Agency Signatory <u>Kathy Carr, Director of Administration</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>[Signature]</u> On: <u>6/15/2015</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 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, formulae, 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.

9.2 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.

9.3 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.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. 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.

17. 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.

18. 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.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

Exhibit A

Scope of Services

The Contractor will provide toxicology testing and related services as requested in writing by the Office of the Medical Examiner, New Hampshire Department of Justice. These services shall include, without limitation:

1. Perform testing as requested;
2. Provide the requisite interpretive reports;
3. Ensure preservation of the chain of evidence;
4. Retention of evidence. The Contractor routinely maintains forensic specimens for six (6) weeks after issuance of report. Storage beyond routine retention time or return of sample may be provided and may be billed as mutually agreed between State and Contractor;
5. Provide routine litigation assistance, including supporting deposition and expert testimony as needed. The State shall provide written prior notice to the Laboratory Director when such services are requested. On receipt of said notice, the Laboratory Director shall issue an additional or confirming opinion;
6. Transmittal of Specimens. Contractor will provide collection kits, evidence seals, chain of custody forms and overnight courier shipping supplies. Contractor will bear the expense of overnight shipping of specimens from the State by providing prepaid courier air bills. Kits and supplies from the Contractor will preserve the chain of custody and specimen and specimen integrity;
7. Perform related duties pursuant to established Contractor policies and procedures, including the most current National Medical Services Directory of Services, and as directed by the State.

P6C

5/19/15

Exhibit B

Contract price, method of Payment and Terms of Payment

The Contractor will invoice the contracting officer for the State at the end of each month for services (testing) performed.

Payment will be made within 30 days of receipt of the invoice. The price limitation to this contract, as set forth in paragraph 1.8 is 150,000 for each year of the biennium for a total of \$300,000 through FY 2017.

PGC
5/19/15

Exhibit C.

Special Provisions

Insurance and Bond - 14.1.1

Section 14.1.1 of the contract is amended to require insurance limits of \$1,000,000 General liability for each occurrence with an Excess/Umbrella Liability for each occurrence of \$5,000,000.

PGC
5/19/15

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. doing business in New Hampshire as NMS Laboratories-New England Toxicology Services, a(n) Pennsylvania corporation, is authorized to transact business in New Hampshire and qualified on September 23, 2005. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5th day of June, A.D. 2015

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

William M. Gardner
Secretary of State



CERTIFICATE OF AUTHORITY

I, the undersigned officer, Pierre G. Cassigneul, certify that as of June 2, 2015 the following resolution is duly authorized by the Governing Board of National Medical Services, Inc. d.b.a. NMS labs

RESOLUTION: That Pierre G. Cassigneul, President/CEO, of National Medical Services, Inc. d.b.a. NMS Labs, is hereby authorized to enter into a contract/agreement with the STATE OF NEW HAMPSHIRE, through its Department of Justice to provide the following described services: Toxicology testing and related services

This resolution has not been amended or revoked and remains in full force and effects as of the date hereof

I, the undersigned officer, hereby certify that as of this date, Andrew Nolan, VP of Finance of National Medical Services, Inc. d.b.a NMS labs.

IN WITNESS WHEREOF, I have hereunto set my hand as President and CEO of the above named entity this 2nd day of June, 2015.

Pierre Cassigneul
Signature of Authorizing Officer

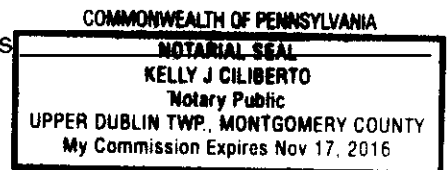
THE STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On the 2nd day of June 2015 before me, the undersigned notary public/justice of the Peace. Personally appeared Pierre G. Cassigneul, and acknowledged himself to be the President/CEO of the above named entity as such, executed the foregoing instrument for the purposes therein contained.

Kelly J. Ciliberto
Notary Public/Justice of the Peace

Printed Name: Kelly Ciliberto

My Commission expires





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/18/2014

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 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).

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place 1650 Market Street Suite 1000 Philadelphia PA 19103 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED NMS Labs 3701 Welsh Road Willow Grove PA 19090 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Property Cas Co of America		25674
	INSURER B: The Phoenix Insurance Company		25623
	INSURER C: Arch Specialty Insurance Company		21199
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 570054917951 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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:			FLP005134202 General Liability	08/15/2014	08/15/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 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
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA-8204N122 Auto	08/15/2014	08/15/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION			FLP005134202	08/15/2014	08/15/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB8217N191 Workers Comp	08/15/2014	08/15/2015	<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
C	E&O-PL-Primary			FLP005134202 Prof Liability	08/15/2014	08/15/2015	Aggregate \$3,000,000 Ea Med Incdnt \$1,000,000

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

Proof of Coverage.

CERTIFICATE HOLDER

CANCELLATION

Department of Justice State of New Hampshire 33 Capitol Street Concord NH 03301 USA	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 <i>Aon Risk Services Central, Inc.</i>
--	---

Holder Identifier :

Certificate No : 570054917951



April 11, 2015

Rosemary Faretra
 Director of Administration
 NH Department of Justice
 33 Capitol Street
 Concord NH 03301

Dear Dr. Andrew and Ms. Faretra:

We want to thank you for your continued support of NMS Labs for your postmortem testing needs. Based upon the projected volumes, NMS is able to offer your facility the same discounted pricing on our postmortem panels listed as we discussed during our meeting. The following tests will remain discounted from NMS Labs Current List Price Fee Schedule and will remain at the same discounted price for a 2 year period to enable you to justify your sole source request. The discounts offered are based upon testing volume listed below.

Account Number(s): 10065, 93559
 Price Code Number: 0U

Pricing Effective Date: 7/1/2015
 Pricing Expiration Date: 6/30/2017

Acode	Description	Projected Volume	Current List Price	Discount Price
8051B	Postmortem Toxicology - Basic, Blood (Forensic)	20	\$211.00	\$141.00
8051FL	Postmortem Toxicology - Basic, Fluid (Forensic)	2	\$323.00	\$238.00
8051SP	Postmortem Toxicology - Basic, Serum/Plasma (Forensic)	2	\$211.00	\$141.00
8051TI	Postmortem Toxicology - Basic, Tissue (Forensic)	2	\$379.00	\$287.00
8051U	Postmortem Toxicology - Basic, Urine (Forensic)	2	\$211.00	\$141.00
8052B	Postmortem Toxicology - Expanded, Blood (Forensic)	375	\$309.00	\$190.00
8052FL	Postmortem Toxicology - Expanded, Fluid (Forensic)	5	\$507.00	\$287.00
8052SP	Postmortem Toxicology - Expanded, Serum/Plasma (Forensic)	2	\$309.00	\$190.00
8052TI	Postmortem Toxicology - Expanded, Tissue (Forensic)	2	\$562.00	\$336.00
8052U	Postmortem Toxicology - Expanded, Urine (Forensic)	2	\$309.00	\$190.00
8092B	Postmortem Toxicology - Expert, Blood (Forensic)	2	\$539.00	\$231.00
8092FL	Postmortem Toxicology - Expert, Fluid (Forensic)	1	\$682.00	\$467.00
8092SP	Postmortem Toxicology - Expert, Serum/Plasma (Forensic)	1	\$539.00	\$321.00



8092TI	Postmortem Toxicology - Expert, Tissue (Forensic)	1	\$739.00	\$516.00
8092U	Postmortem Toxicology - Expert, Urine (Forensic)	1	\$539.00	\$321.00
8104B	Postmortem Toxicology - Fire Death Screen, Blood (Forensic)	18	\$373.00	\$344.00
4177B	Postmortem Toxicology - SIDS Screen, Blood (Forensic)	20	\$567.00	\$321.00
4177TI	Postmortem Toxicology - SIDS Screen, Tissue (Forensic)	1	\$773.00	\$516.00
4177U	Postmortem Toxicology - SIDS Screen, Urine (Forensic)	1	\$567.00	\$321.00
8050U	Postmortem Toxicology - Urine Screen Add-on (6-MAM Quantification only)	80	\$27.00	\$0.00
RETURN	Specimen Return/Handling		\$49.00	\$0.00

All other testing ordered during this effective period will be billed at Prevailing List Price Fees. If you have any questions regarding this communication please contact me directly.

Sincerely,

Zeland Schwartz, PhD
Strategic Business Manager – Forensics
NMS Labs (remote location in New Hampshire)
C: 215-872-2862
E-mail: zeland.schwartz@NMSLABS.com