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**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

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33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

JOSEPH A. FOSTER
ATTORNEY GENERAL

ANN M. RICE
DEPUTY ATTORNEY GENERAL



June 3, 2013

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 \$300,000 to provide toxicology testing services for the Department of Justice, Office of the Chief Medical Examiner ("CME"), effective from July 1, 2013 through June 30, 2015. 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.

<u>Class</u>	<u>Description</u>	<u>* SFY 2014</u>	<u>* SFY 2015</u>
234-500783	Autopsy Expense	\$150,000	\$150,000

* Contingent upon the passing of the FY 14/15 Biennial Budget

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.

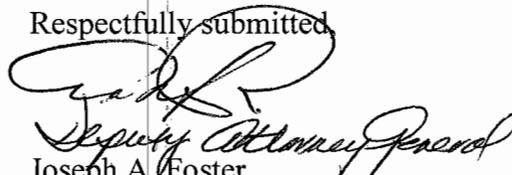
The Department of Justice would like to continue contracting with National Medical Services (NMS) for an additional two years (SFY 14 and SFY 15). As part of this new contract, NMS requested an increase not to exceed 3% of the current discounted fees for Postmortem Toxicology panels utilized for routine testing services. The proposed fees would be effective beginning July 1, 2013 through June 30, 2014 and extended for an additional one-year period through June 30, 2015 (fees attached).

In the State's prior 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 used 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

JAF/k
#901925

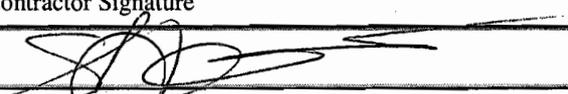
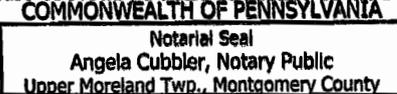
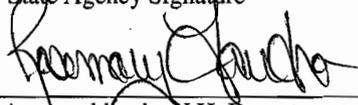
Subject: _____

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Justice		1.2 State Agency Address 33 Capital Street, Concord, NJ 03301	
1.3 Contractor Name NMS Labs / National Medical Services, Inc.		1.4 Contractor Address 3701 Welsh Road, Willow Grove, PA 19090	
1.5 Contractor Phone Number 215-657-4900	1.6 Account Number 2164-500783	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$300,000
1.9 Contracting Officer for State Agency Dr. Thomas Andrew		1.10 State Agency Telephone Number 603-271-1235	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Shelly Carolan, Chief Marketing Officer	
1.13 Acknowledgement: State of <u>PA</u> , County of <u>Montgomery</u> On <u>June 7, 2013</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.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary Public or Justice of the Peace Angela Cubbler, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Rosemary Faretra, Director of Administration	
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>Mark Bern</u> On: <u>6/11/13</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.

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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

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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.

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 2015.

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.



CERTIFICATE OF AUTHORITY

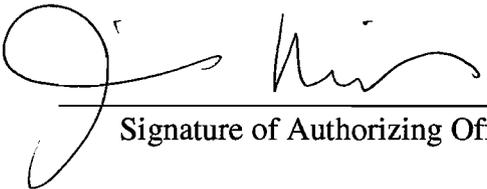
I, the undersigned officer, Eric Rieders, certify that as of June 7, 2013 the following resolution is duly authorized by the Governing Board of National Medical Services, Inc. d.b.a. NMS Labs

RESOLUTION: That Shelly Carolan, VP of Sales, Marketing and Business Development, 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 effect as of the date herof

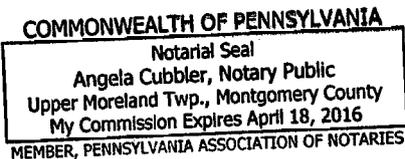
I, the undersigned officer, hereby certify that as of this date, Shelly Carolan, is the Chief Marketing Officer of National Medical Services, Inc. d.b.a. NMS Labs

IN WITNESS WHEREOF, I have hereunto set my hand as President and CEO of the above named entity this 7th day of June, 2013.


Signature of Authorizing Officer

THE STATE OF Pennsylvania
COUNTY OF Montgomery

On the 7th day of June, 2013 before me, the undersigned notary public/justice of the Peace. Personally appeared Eric Rieders, and acknowledged himself to be the President and CEO of the above named entity as such, executed the foregoing instrument for the purposes therein contained.




Notary Public/Justice of the Peace
Printed Name Angela Cubbler
My Commission expires: 4/18/16



Search
 By Business Name
 By Business ID
 By Registered Agent
 Annual Report
 File Online

Filed Documents

Date: 6/12/2013 (Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
NMS Laboratories-New England Toxicology Services	Legal
National Medical Services, Inc.	Home State

Corporation - Foreign - Information

Business ID:	544514
Status:	Good Standing
Entity Creation Date:	9/23/2005
State of Business.:	PA
Principal Office Address:	3701 Welsh Road Willow Grove PA 19090
Principal Mailing Address:	No Address
Last Annual Report Filed Date:	3/27/2013
Last Annual Report Filed:	2013

Registered Agent

Agent Name:	Incorp Services, Inc.
Office Address:	152 S Mast Street Goffstown NH 03045
Mailing Address:	

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

State of New Hampshire Department of State

CERTIFICATE OF REGISTERED TRADE NAME

OF

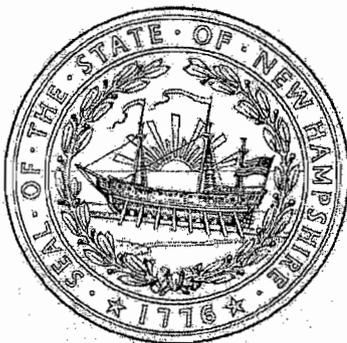
NMS Laboratories-New England Toxicology Services

This is to certify that National Medical Services, Inc. registered in this office as doing business under the Trade Name NMS Laboratories-New England Toxicology Services, at 3701 Welsh Road Willow Grove, PA 19090 on July 1, 2009.

The nature of business is Toxicology laboratory services.

Expiration Date: July 1, 2014

Business ID#: 544513



IN TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of July, 2009 A.D.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE

JANUARY 28, 2013

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

NATIONAL MEDICAL SERVICES, INC.

is duly incorporated as a Pennsylvania Corporation under the laws of the Commonwealth of Pennsylvania and remains a subsisting corporation so far as the records of this office show, as of the date herein.

I DO FURTHER CERTIFY THAT, This Subsistence Certificate shall not imply that all fees, taxes, and penalties owed to the Commonwealth of Pennsylvania are paid.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

Carol A. Aichele

Secretary of the Commonwealth

Certification Number: 10823303-1

Verify this certificate online at <http://www.corporations.state.pa.us/corp/soskb/verify.asp>



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/16/2012

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.): (847) 953-5390		
	E-MAIL ADDRESS:		
INSURED NMS Labs 3701 Welsh Road Willow Grove PA 19090 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Phoenix Ins Co		25623
	INSURER B: Farmington Casualty Company		41483
	INSURER C: Arch Specialty Insurance Company		21199
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier:

COVERAGES **CERTIFICATE NUMBER: 570047285511** **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	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY 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			FLP005134200 General Liability	08/15/2012	08/15/2013	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 - COM/OP AGG \$3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA-8204N122 Auto	08/15/2012	08/15/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTION			FLP005134200	08/15/2012	08/15/2013	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	Y/N	N/A	HNU88217N19112 Workers Comp HFUB8617N71512 Workers Comp - PA	08/15/2012	08/15/2013	<input checked="" type="checkbox"/> WC <input type="checkbox"/> STATU-TORY LIMITS <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			FLP005134200 Prof Liability	08/15/2012	08/15/2013	Aggregate \$3,000,000 Ea Med Incdnt \$1,000,000

Certificate No : 570047285511

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 State of New Hampshire, its officials, employees and agents are named as additional insured under general liability only. Waiver of subrogation applies for general liability and professional liability as required by contract. *10 day prior written notice of cancellation for non-payment as shown in the policy.

CERTIFICATE HOLDER	CANCELLATION
State of New Hampshire Dept. of Justice 33 Capital 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>



May 1, 2013

Rosemary Faretra
Director of Administration
State of New Hampshire Department of Justice
33 Capitol Street
Concord, NH 03301

NMS Labs – Summary of Analytical Testing Capabilities and Laboratory Accreditation

Ms. Faretra,

NMS Labs was founded in 1970 and has since earned the reputation as a high quality bioanalytical toxicology and forensic investigation laboratory. For over 42 years, NMS Labs has served the medicolegal community by providing broad-based forensic toxicological analyses. NMS Labs also supports the medicolegal community by offering Criminalistics services including forensic biology (DNA and Serology), drug identification and professional expert forensic services.

The type of work NMS Labs performs for our forensic clients includes: all post mortem testing from a client, reference toxicology testing from clients that have their own toxicology and DNA laboratories, backlog reduction of autopsy cases on a project basis or long term outsourcing contracts from state and county agencies.

NMS Labs is an independent reference laboratory that provides unique analytical forensic toxicology testing services for specimens retrieved from cadavers at autopsy. The scope of toxicology testing capabilities at NMS Labs is the broadest available in the United States from a private laboratory. NMS Labs has the ability to handle the specialized analysis of postmortem samples such as blood, urine, vitreous, serum and plasma. Routine testing includes initial screening and quantitative confirmatory analysis of reported findings. NMS Labs also routinely handles the analysis of alternative samples sometimes necessary in death investigations such as gastric fluids, stomach contents, bile, hair, tissues, all solid organs, bone, injection sites, nails, teeth, decomposed tissue, insect larvae, specimens from exhumed or embalmed bodies and many other matrices.

Our toxicology capabilities include the analysis for illicit and therapeutic drugs, newly emerging designer drugs (Bath Salts and Synthetic Cannabinoids) heavy metals and elements, solvents, environmental toxins, pesticides, quaternary amine neuromuscular blockers and catecholamines in biological samples. NMS Labs also supports the death investigation needs of agencies with the analysis of pills, liquids, syringes and other drug paraphernalia, DNA analysis and general unknown testing in our Criminalistics laboratory as needed.

NMS Labs has always followed the most stringent standards available to assure our clients that we produce superior quality results guided by accepted professional standards. NMS Labs is currently the only independent laboratory accredited by ABFT (American Board of Forensic Toxicology) for forensic toxicology analysis and ASCLD-LAB International (ISO-17025) in the disciplines of Controlled Substances identification and Forensic Biology (DNA & Serology) analysis. The achievement of obtaining and maintaining these highly respected certifications is a testament to our goal of providing the highest quality forensic science services in a timely, confidential and professional manner. Both of these accreditations are current, nationally recognized accreditations in the forensic science community.

In accordance with the standards outlined by the National Association of Medical Examiners (NAME) Accreditation Program, NMS Labs meets or exceeds the all of criteria outlined for toxicology testing. Below are examples of compliance with the existing NAME standards:

- NMS Labs is accredited by the American Board of Forensic Toxicology (ABFT) and the College of American Pathologists (CAP)
- Testing for ethanol and volatiles, carbon monoxide, major drugs of abuse, major acidic and/or basic drugs is included in the scope of our routine postmortem toxicology panels
- NMS Labs routinely participates in both external and internal proficiency testing programs for drugs of abuse. Corrective action is undertaken, implemented and recorded as needed for results outside of designated compliance limits
- 90% of toxicology examinations are completed within 60 calendar days of case submission
- NMS Labs employs nine (9) D-ABFT Board Certified Forensic Toxicologists to oversee the operational, technical and administrative review of all toxicology testing performed
- All submitted toxicology samples are retained for one (1) year from the date the final report is issued to the New Hampshire Office of the Chief Medical Examiner

NMS Labs is flexible and committed to the future of quality forensic services. This commitment and flexibility offers the New Hampshire Office of the Chief Medical Examiner a dependable, high quality resource for its future needs in the dynamic area of post mortem forensic investigations. Please contact me directly if you need additional information regarding our services or laboratory accreditation.

Sincerely,



Reynold Dyson
Senior Strategic Business Manager
NMS Labs
reynold.dyson@nmslabs.com
Phone: 215-366-1240



May 23, 2013

Rosemary Faretra
Director of Administration
State of New Hampshire Department of Justice
33 Capitol Street
Concord, NH 03301

Request for Pricing Adjustment - Forensic Toxicology Services

Ms. Faretra:

In conjunction with the proposed renewal of the above referenced contract agreement for Forensic Toxicology testing services, NMS Labs is requesting an increase not to exceed 3% of the current discounted fees for Postmortem Toxicology panels utilized for routine testing services. The proposed fees would be effective for a one year period beginning July 1, 2013 - June 30, 2014. The proposed fees would also be extended for an additional one-year period through June 30, 2015 by mutual agreement of both parties

Please refer to the attached pricing summary for a listing of the adjusted fees. Fees for additional testing services outside of the routine Postmortem Toxicology panels will be invoiced at the prevailing list price in accordance with the annual NMS Labs Fee Schedule in effect on the date of the analysis request.

Please forward any future communication regarding this request directly to my attention via fax or e-mail for review.

Regards,

A handwritten signature in black ink, appearing to read "Reynold Dyson".

Reynold Dyson
Senior Strategic Business Manager - Forensics
NMS Labs
Phone: 215-366-1240
Fax: 215-657-2972
reynold.dyson@nmslabs.com

**Pricing Summary for Toxicology Laboratory Services
State of New Hampshire Office of the Chief Medical Examiner**

NMS Labs is pleased to offer the State of New Hampshire Office of the Chief Medical Examiner the following analysis options and special pricing considerations for routine forensic toxicology services.

<u>Test Number</u>	<u>Test Description</u>	<u>Price per Sample</u>
8051B	Basic Postmortem Toxicology Panel - Blood, Urine, Serum/Plasma	\$149.00
8051U	Includes screening and quantitative confirmatory analysis for illicit drugs of abuse, alcohol and some therapeutic compounds	
8051SP		
8051FL	Basic Postmortem Toxicology Panel - Non-Routine Fluids	\$251.00
8051TI	Basic Postmortem Toxicology Panel - Tissue Use for routine postmortem toxicology testing of tissue samples and non-routine biological fluids (gastric contents, bile, purge fluid, etc.)	\$302.00
8052B	Expanded Postmortem Toxicology Panel - Blood, Urine, Serum/Plasma	\$200.00
8052U	Includes screening and quantitative confirmatory analysis for 350+ therapeutic medications, illicit drugs of abuse and alcohol	
8052SP		
8052FL	Expanded Postmortem Toxicology Panel - Non-Routine Fluids	\$302.00
8052TI	Expanded Postmortem Toxicology Panel - Tissue Use for routine postmortem toxicology testing of tissue samples and non-routine biological fluids (gastric contents, bile, purge fluid, etc.)	\$354.00
8050U	Urine Drug Screen Includes screening analysis of urine for illicit drugs of abuse with confirmation testing for Opiates and 6-MAM (<i>Can be ordered in addition to Basic or Expanded toxicology screens</i>)	\$ 0.00
8092B	Expert Therapeutic & Abused Drugs Panel - Blood, Urine, Serum/Plasma	\$338.00
8092U	Use as needed for cases requiring toxicologist consultation based on available case history.	
8092SP	Includes screening for over 600 drugs (therapeutic medications & illicit drugs of abuse), metabolites, poisons and toxins	
8092FL	Expert Therapeutic & Abused Drugs Panel - Non-Routine Fluids	\$492.00
8092TI	Expert Therapeutic & Abused Drugs Panel - Tissue Use as needed for cases requiring toxicologist consultation based on available case history.	\$543.00
4177B	SIDS Screen, Blood	\$338.00
4177U	SIDS Screen, Urine	\$338.00
4177TI	SIDS Screen, Tissue	\$543.00
RETURN	Specimen Return/Handling	\$ 0.00

The above pricing considerations are being offered to the State of New Hampshire Office of the Chief Medical Examiner for a period of one year beginning July 1, 2013 through June 30, 2014. Fees will be invoiced for each sample type analyzed based on the submitted analysis request. All other testing requested will be billed at the prevailing list price in accordance with the annual NMS Labs Fee Schedule.

New Hampshire ME (10065) Utility Report

Analysis Code	Analysis Code Description	2013 List Price	Current Discounted Price	New Proposed Pricing	Proposed % Increase
8052B	Postmortem Toxicology - Expanded, Blood (Forensic)	\$300.00	\$195.00	\$200.00	2.56%
8052SP	Postmortem Toxicology - Expanded, Serum/Plasma (Forensic)	\$300.00	\$195.00	\$200.00	2.56%
8052U	Postmortem Toxicology - Expanded, Urine (Forensic)	\$300.00	\$195.00	\$200.00	2.56%
8052FL	Postmortem Toxicology - Expanded, Fluid (Forensic)	\$492.00	\$295.00	\$302.00	2.37%
8052TI	Postmortem Toxicology - Expanded, Tissue (Forensic)	\$546.00	\$345.00	\$354.00	2.61%
8051B	Postmortem Toxicology - Basic, Blood (Forensic)	\$205.00	\$145.00	\$149.00	2.76%
8051SP	Postmortem Toxicology - Basic, Serum/Plasma (Forensic)	\$205.00	\$145.00	\$149.00	2.76%
8051U	Postmortem Toxicology - Basic, Urine (Forensic)	\$205.00	\$145.00	\$149.00	2.76%
8051FL	Postmortem Toxicology - Basic, Fluid (Forensic)	\$314.00	\$245.00	\$251.00	2.45%
8051TI	Postmortem Toxicology - Basic, Tissue (Forensic)	\$368.00	\$295.00	\$302.00	2.37%
4177B	Postmortem Toxicology - SIDS Screen, Blood (Forensic)	\$550.00	\$330.00	\$338.00	2.42%
8050U	Postmortem Toxicology - Urine Screen Add-on (6-MAM Quantification only)	\$26.00	\$0.00	\$0.00	0.00%
8092U	Postmortem Toxicology - Expert, Urine (Forensic)	\$523.00	\$330.00	\$338.00	2.42%
8092SP	Postmortem Toxicology - Expert, Serum/Plasma (Forensic)	\$523.00	\$330.00	\$338.00	2.42%
8092B	Postmortem Toxicology - Expert, Blood (Forensic)	\$523.00	\$330.00	\$338.00	2.42%
RETURN	Specimen Return/Handling	\$47.00	\$0.00	\$0.00	0.00%