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State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

May 18, 2017

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-P001), 3701 Welsh Road, Willow Grove, PA, in an amount not to exceed \$45,000.00 for the provision of DNA identification services for the State Police Cold Case Unit and DWI investigation services for the State Police Forensic Laboratory. The contract will become effective upon Governor and Council approval for the period of July 1, 2017 through June 30, 2020 with an option to extend for one (1) two (2) year period at the sole decision of the State. Funding source: 82.92% General, 9.11% Turnpike, 7.97% Highway.

Funds are anticipated to be available in SFY2018 through SFY2020, contingent upon continued appropriations with the authority to adjust between fiscal years through the Budget Office if needed and justified.

	<u>SFY2018</u>	<u>SFY2019</u>	<u>SFY2020</u>
02-23-23-234015-40030000 Dept. of Safety – Div. of State Police – Traffic Bureau			
103-502664 Contracts for Operational Services – Contract Repairs; Machine, Equip	\$5,000.00	\$5,000.00	\$5,000.00
02-23-23-234010-18760000 Dept. of Safety – Div. of State Police – Cold Case Unit GF			
103-502664 Contracts for Operational Services – Contract Repairs; Machine, Equip.	<u>\$10,000.00</u>	<u>\$10,000.00</u>	<u>\$10,000.00</u>
	\$15,000.00	\$15,000.00	\$15,000.00
		TOTAL	\$45,000.00

Explanation

This contract provides specialized DNA identification services for the State Police Cold Case Unit, as well as supplemental 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 DNA and 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 homicide and impaired driving cases with the use of DNA and other biological evidence.

The Division of State Police released a Request for Bid (RFB DOS 2017-14). The RFB was advertised on the Purchase & Property website from March 10, 2017 through April 7, 2017. NMS Laboratories submitted the sole proposal.

Respectfully submitted,


John J. Barthelmes
Commissioner of Safety

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

1. 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 Nat'l Medical Svcs., Inc. d/b/a NMS Labs		1.4 Contractor Address 3701 Welsh Road, Willow Grove, PA 19090	
1.5 Contractor Phone Number (215) 657-4900	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$45,000.00
1.9 Contracting Officer for State Agency Kevin E. Connor		1.10 State Agency Telephone Number 603-223-4300	
1.11 Contractor Signature <i>Pierre G. Cassigneul</i>		1.12 Name and Title of Contractor Signatory <i>PIERRE G. CASSIGNEUL</i> President & CEO	
1.13 Acknowledgement: State of <i>Pennsylvania</i> , County of <i>MONTGOMERY</i> On <i>MAY 4, 2017</i> , 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] <i>Kelly J. Ciliberto</i>		COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL KELLY J CILIBERTO Notary Public UPPER MORELAND TWP, MONTGOMERY COUNTY My Commission Expires Nov 17, 2020	
1.13.2 Name and Title of Notary or Justice of the Peace <i>Kelly J. Ciliberto</i>			
1.14 State Agency Signature <i>Steven R. Lavoie</i> Date: <i>5/19/17</i>		1.15 Name and Title of State Agency Signatory STEVEN R. LAVOIE, 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) (if applicable) By: <i>[Signature]</i> On: <i>5/30/17</i>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, 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 1.18, 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 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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.

Contractor Initials AGC
Date 5/4/2017

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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.

AKC
5/4/2017

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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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

National Medical Services, Inc. d/b/a NMS Laboratories-New England Toxicology Services (Contractor), of Willow Grove, PA, is being contracted by the Department of Safety, Division of State Police Cold Case Unit to provide DNA identification and related services for the Cold Case Unit as well as DWI Investigating – Forensic Toxicology services for the Forensic Laboratory.

The vendor is responsible for performing testing of DNA evidence for solving certain cold cases as well as supplying the NH State Police Forensic Laboratory with documentation necessary to satisfy Standard 17 of the FBI Quality assurance Standards for Forensic DNA Testing Laboratories, including any other requested records. The vendor is a participant in the FBI On-Site Vendor Laboratory Visit Program and is able to demonstrate current accreditation to the ISO 17025 standard.

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

The contract will be effective upon Governor and Council approval for the period July 1, 2017 through June 30, 2020, with the option of the State alone, to extend the contract for one (1) two (2) year term.

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

**EXHIBIT B
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 State of New Hampshire agrees to make payment of such invoices within thirty (30) days of receipt of the invoice and the State's approval and acceptance.

The State will have the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

The appropriate account numbers for the P-37 form, section 1.6 is:

	<u>SFY2018</u>	<u>SFY2019</u>	<u>SFY2020</u>	OPTIONAL <u>SFY2021</u>	<u>SFY2022</u>
02-23-23-234015-40030000 – Dept. of Safety – Division of State Police – Traffic Bureau 103-502664 – Contracts for Operational Services – Contract Repairs; Machine, Equip	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$5,000.00	\$5,000.00
02-23-23-234010-18760000 - Dept. of Safety – Div. of State Police – Cold Case Unit GF 103-502664 – Contracts for Operational Services – Contract Repairs; Machine, Equip	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00

The contractor agrees not to exceed the contract total of \$45,000.00 (per the attached price list).

**EXHIBIT C
SPECIAL PROVISIONS**

There are no special provisions.

Test Code*	Description	Units	OPTIONAL											
			FY2018 (July 1, 2017 - June 30, 2018)		FY2019 (July 1, 2019 - June 30, 2019)		FY2020 (July 1, 2020 - June 30, 2020)		FY2021 (July 1, 2021 - June 30, 2021)		FY2022 (July 1, 2022 - June 30, 2022)			
			Standard Turn Around Time 4-6 weeks	Rush Services 2 weeks	Standard Turn Around Time 4-6 weeks	Rush Services 2 weeks	Standard Turn Around Time 4-6 weeks	Rush Services 2 weeks	Standard Turn Around Time 4-6 weeks	Rush Services 2 weeks	Standard Turn Around Time 4-6 weeks	Rush Services 2 weeks		
Confirmatory Serological Testing:														
7119	Screening for the presence of blood, semen, saliva or hair examination	Sample	\$122	\$122	\$122	\$128	\$128	\$132	\$132	\$132	\$136	\$136	\$136	\$136
7430	Identification of Semen	Sample	\$122	\$122	\$122	\$128	\$128	\$132	\$132	\$132	\$136	\$136	\$136	\$136
7410	Characterization of Saliva	Sample	\$122	\$122	\$122	\$128	\$128	\$132	\$132	\$132	\$136	\$136	\$136	\$136
7097	Small item (i.e. swab, underwear) Large item (i.e. clothing, bedding, > 10 hairs) Forensic Examination/Processing (Hourly Rate)	Hour	\$106	\$106	\$106	\$111	\$111	\$115	\$115	\$115	\$118	\$118	\$118	\$118
DNA Screening:														
100605L	DNA Screening: Extraction & Quantification of DNA (including screening of male DNA)	Sample	\$207	\$207	\$207	\$217	\$217	\$224	\$224	\$224	\$230	\$230	\$230	\$230
STR (Short Tandem Repeat) and YSTR DNA Analysis:														
Technologies Offered: P+CO, ID+, PP16, PP16HS, Y Filler, PFP														
7300	DNA Analysis, Autosomal STR (Casework)	Sample	\$413	\$413	\$413	\$434	\$434	\$447	\$447	\$447	\$461	\$461	\$461	\$461
7300	Evidence Items (Including samples for Touch DNA)	Sample	\$413	\$413	\$413	\$434	\$434	\$447	\$447	\$447	\$461	\$461	\$461	\$461
7301	DNA Analysis, Autosomal STR (Casework)	Sample	\$504	\$504	\$504	\$529	\$529	\$545	\$545	\$545	\$561	\$561	\$561	\$561
7301	DNA Analysis, Differential Extraction and Autosomal STR (Sex Assault sample)	Sample	\$504	\$504	\$504	\$529	\$529	\$545	\$545	\$545	\$561	\$561	\$561	\$561
7300	DNA Analysis, Autosomal STR (Casework)Ⓜ	Sample	\$413	\$413	\$413	\$434	\$434	\$447	\$447	\$447	\$461	\$461	\$461	\$461
7308	Reference/known samples	Sample	\$160	\$160	\$160	\$173	\$173	\$181	\$181	\$181	\$189	\$189	\$189	\$189
7305	DNA Analysis, Autosomal STR (Reference)Ⓜ	Sample	\$207	\$207	\$207	\$217	\$217	\$224	\$224	\$224	\$230	\$230	\$230	\$230
100665L	DNA Amplification 1 (Autosomal STR Amplification Only)Ⓜ	Sample	\$207	\$207	\$207	\$217	\$217	\$224	\$224	\$224	\$230	\$230	\$230	\$230
100665L	STR (Short Tandem Repeat) and YSTR DNA Analysis - Extracted DNA from Evidence (Reagent blank must be included) - NH (CSA)	Sample	\$207	\$207	\$207	\$217	\$217	\$224	\$224	\$224	\$230	\$230	\$230	\$230
100675L	STR (Short Tandem Repeat) and YSTR DNA Analysis - Extracted DNA from Evidence (Extract only) - NH (CSA)	Sample	\$207	\$207	\$207	\$217	\$217	\$224	\$224	\$224	\$230	\$230	\$230	\$230
7345	Evidence extract	Sample	\$180	\$180	\$180	\$189	\$189	\$195	\$195	\$195	\$201	\$201	\$201	\$201
7345	DNA Analysis (Amplification Only), Yfiler	Sample	\$180	\$180	\$180	\$189	\$189	\$195	\$195	\$195	\$201	\$201	\$201	\$201
7345	Reference extract	Sample	\$180	\$180	\$180	\$189	\$189	\$195	\$195	\$195	\$201	\$201	\$201	\$201
7345	DNA Analysis (Amplification Only), Yfiler	Sample	\$180	\$180	\$180	\$189	\$189	\$195	\$195	\$195	\$201	\$201	\$201	\$201
MiniSTR Analysis:														
7356	All evidence items	Sample	\$477	\$477	\$477	\$501	\$501	\$516	\$516	\$516	\$531	\$531	\$531	\$531
100685L	DNA Analysis, Minifiler (Casework)	Sample	\$239	\$239	\$239	\$250	\$250	\$258	\$258	\$258	\$266	\$266	\$266	\$266
100695L	Extracted DNA (Reagent Blanks must also be included)	Sample	\$239	\$239	\$239	\$250	\$250	\$258	\$258	\$258	\$266	\$266	\$266	\$266
100695L	Mini-STR Analysis - Extracted DNA (Reagent blank must be included) - NH (CSA)	Sample	\$207	\$207	\$207	\$217	\$217	\$224	\$224	\$224	\$230	\$230	\$230	\$230
100695L	Mini-STR Analysis - Extracted DNA (Extract only) - NH (CSA)	Sample	\$207	\$207	\$207	\$217	\$217	\$224	\$224	\$224	\$230	\$230	\$230	\$230
Legal Paternity Testing (STR Analysis):														
7361	Testing of blood or buccal samples	Sample	\$260	\$260	\$260	\$273	\$273	\$281	\$281	\$281	\$289	\$289	\$289	\$289
7361	Legal Paternity Testing (STR Analysis)	Sample	\$260	\$260	\$260	\$273	\$273	\$281	\$281	\$281	\$289	\$289	\$289	\$289
7361	Testing of samples other than blood or buccal (i.e. bone, fetal tissue)	Sample	\$260	\$260	\$260	\$273	\$273	\$281	\$281	\$281	\$289	\$289	\$289	\$289
7361	Legal Paternity Testing (STR Analysis)	Sample	\$260	\$260	\$260	\$273	\$273	\$281	\$281	\$281	\$289	\$289	\$289	\$289
Rush DNA Screening, STR, YSTR, MiniSTR and Paternity Services:														
100615L	Results within 1 week	Sample				No Longer Available	No Longer Available							
100615L	DNA Analysis, Autosomal STR, Results within 1 week (CSA)	Sample				No Longer Available	No Longer Available							
7300 and add 92700	Results within 2 weeks	Sample	\$741	\$741	\$741	\$778	\$778	\$801	\$801	\$801	\$825	\$825	\$825	\$825
100635L	DNA Analysis, Autosomal STR (Casework) and Crime Lab Expedited Processing (per sample)	Sample	\$741	\$741	\$741	\$778	\$778	\$801	\$801	\$801	\$825	\$825	\$825	\$825
100635L	Results within 3 weeks	Sample				No Longer Available	No Longer Available							
100635L	DNA Analysis, Autosomal STR, Results within 3 weeks (CSA)	Sample				No Longer Available	No Longer Available							

Code	Description	Sample	\$254	\$254	\$254	\$254	\$266	\$266	\$274	\$274	\$274	\$283	\$283	\$283	\$283
1480SP	Designer Opioids (2017 Scope), Serum/Plasma	Sample	\$254	\$254	\$254	\$266	\$266	\$274	\$274	\$274	\$283	\$283	\$283	\$283	\$283
9560B	Synthetic Cannabinoids Screen (2017 Scope), Blood	Sample	\$197	\$197	\$197	\$207	\$207	\$213	\$213	\$213	\$220	\$220	\$220	\$220	\$220
<p>Confirmation test for the quantification of potentially impairing chemical substances such as controlled drugs, prescription drugs, over-the-counter drugs, and novel psychoactive substances</p>															
8150B	DUI/DRE Panel ProofPositive* Blood (Forensic)	Sample	\$231	\$231	\$231	\$243	\$243	\$250	\$250	\$250	\$258	\$258	\$258	\$258	\$258
8151B	DUI/DRE Panel (w/Alcohol) ProofPositive* Blood (Forensic)	Sample	\$247	\$247	\$247	\$259	\$259	\$267	\$267	\$267	\$275	\$275	\$275	\$275	\$275
8152B	DUI/DRE Expanded Drug Screen Add-On ProofPositive* Blood (Forensic)	Sample	\$101	\$101	\$101	\$106	\$106	\$109	\$109	\$109	\$112	\$112	\$112	\$112	\$112
8756B	Novel Psychoactive Substances (NPS) Screen 1, Blood	Sample	\$247	\$247	\$247	\$259	\$259	\$267	\$267	\$267	\$275	\$275	\$275	\$275	\$275
8756SP	Novel Psychoactive Substances (NPS) Screen 1, Serum/Plasma	Sample	\$247	\$247	\$247	\$259	\$259	\$267	\$267	\$267	\$275	\$275	\$275	\$275	\$275
8210U	Novel Psychoactive Substances (NPS) Screen 2, Urine	Sample	\$199	\$199	\$199	\$209	\$209	\$215	\$215	\$215	\$222	\$222	\$222	\$222	\$222
8210B	Novel Psychoactive Substances (NPS) Screen 2, Blood	Sample	\$199	\$199	\$199	\$209	\$209	\$215	\$215	\$215	\$222	\$222	\$222	\$222	\$222
8210SP	Novel Psychoactive Substances (NPS) Screen 2, Serum/Plasma	Sample	\$199	\$199	\$199	\$209	\$209	\$215	\$215	\$215	\$222	\$222	\$222	\$222	\$222
8210U	Novel Psychoactive Substances (NPS) Screen 2, Urine	Sample	\$199	\$199	\$199	\$209	\$209	\$215	\$215	\$215	\$222	\$222	\$222	\$222	\$222
1480SP	Designer Opioids (2017 Scope), Blood	Sample	\$254	\$254	\$254	\$266	\$266	\$274	\$274	\$274	\$283	\$283	\$283	\$283	\$283
1480B	Designer Opioids (2017 Scope), Serum/Plasma	Sample	\$254	\$254	\$254	\$266	\$266	\$274	\$274	\$274	\$283	\$283	\$283	\$283	\$283
9560B	Synthetic Cannabinoids Screen (2017 Scope), Blood	Sample	\$197	\$197	\$197	\$207	\$207	\$213	\$213	\$213	\$220	\$220	\$220	\$220	\$220
Additional Services:															
Expert Witness															
70061ES	NMS Fees - Testimony - Certifying Scientist/Tox (per hour)	Hour	\$265	\$265	\$265	\$278	\$278	\$287	\$287	\$287	\$295	\$295	\$295	\$295	\$295
70062ES	NMS Fees - Testimony - Lab/Admin Staff (per hour)	Hour	\$65	\$65	\$65	\$78	\$78	\$87	\$87	\$87	\$95	\$95	\$95	\$95	\$95
Consulting															
70003ES	NMS Fees - Phone Consultation/Meeting - Certifying Scientist/Tox (per hour)	Hour	\$265	\$265	\$265	\$278	\$278	\$287	\$287	\$287	\$295	\$295	\$295	\$295	\$295
70004ES	NMS Fees - Phone Consultation/Meeting - Lab/Admin Staff (per hour)	Hour	\$65	\$65	\$65	\$78	\$78	\$87	\$87	\$87	\$95	\$95	\$95	\$95	\$95
70151ES	NMS Fees - Pre-Trial Prep - Certifying Scientist/Tox (per hour)	Hour	\$265	\$265	\$265	\$278	\$278	\$287	\$287	\$287	\$295	\$295	\$295	\$295	\$295
70152ES	NMS Fees - Pre-Trial Prep - Lab/Admin Staff (per hour)	Hour	\$65	\$65	\$65	\$78	\$78	\$87	\$87	\$87	\$95	\$95	\$95	\$95	\$95
Case Handling Fee (no testing)															
92800	Case Handling Fee (no testing, hold case only)	Quarter	\$106	\$106	\$106	\$111	\$111	\$115	\$115	\$115	\$118	\$118	\$118	\$118	\$118
Return Evidence Fee															
99200	Return	Sample	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Discovery Services															
70025ES	Litigation Support Package - Review, Copy, and Certify (per hour)	Hour	\$80	\$80	\$80	\$83	\$83	\$86	\$86	\$86	\$89	\$89	\$89	\$89	\$89
*Test Codes are Expected to be Updated June 5th 2017															

Contractor Initials
Date: 5/14/2017

State of New Hampshire
Department of State

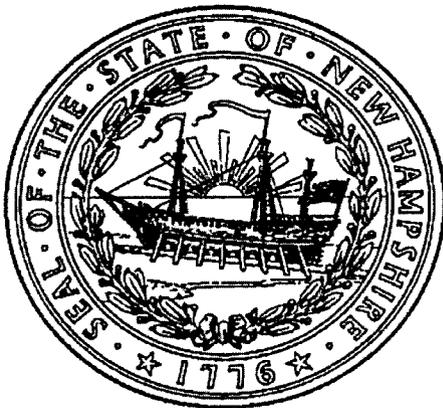
CERTIFICATE OF REGISTERED TRADE NAME
OF
NATIONAL MEDICAL SERVICES

This is to certify that **NATIONAL MEDICAL SERVICES, INC.** is registered in this office as doing business under the Trade Name **NATIONAL MEDICAL SERVICES**, at 3701 Welsh Road, Willow Grove, PA, 19090, USA on **3/30/2017 4:30:00 PM**.

The nature of business is **Other / Laboratory Testing Services. NAICS Code = 621511**

Expiration Date: **3/30/2022 4:30:00 PM**

Business ID: **768808**



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. 2017.

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

William M. Gardner
Secretary of State

State of New Hampshire

Filing fee: \$35.00
Use black print or type.

Form 42
RSA 293-A:15.04

APPLICATION FOR AMENDED CERTIFICATE OF AUTHORITY FOR PROFIT FOREIGN CORPORATION

PURSUANT TO THE PROVISIONS of the New Hampshire Business Corporation Act, the undersigned corporation hereby applies for an Amended Certificate of Authority to transact business in New Hampshire and for that purpose submits the following statement:

FIRST: The name of the corporation is: National Medical Services, Inc.

SECOND: The name the corporation is currently using in the state of New Hampshire is: NMS Laboratories - New England Toxicology Services

THIRD: The state or country of incorporation is: Pennsylvania

FOURTH: The date the corporation was authorized to transact business in the state of New Hampshire is: September 23, 2005

FIFTH: This application is filed for the following reason (complete all applicable items);

- a. The corporation has changed its corporate name to: _____
- b. The name the corporation will hereafter use in the state of New Hampshire is changed to: National Medical Services
- c. The corporation has changed its period of duration to: _____
- d. The corporation has changed the state or country of its incorporation to _____

National Medical Services

(Corporate Name)

Pierre G. Cassigneul

(Signature)

Pierre G. Cassigneul

(Print or type name)

President & CEO

(Title)

Date signed: May 1, 2017

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

Mailing Address - Corporation Division, NH Dept. of State, 107 N Main St, Rm 204, Concord, NH 03301-4989
Physical Location - State House Annex, 3rd Floor, Rm 317, 25 Capitol St, Concord, NH

CERTIFICATE OF VOTE
(Corporation without Seal)

I, Andrew Nolan, do hereby certify that:
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of NMS Labs.
(Corporation Name)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on April 2, 2014:
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of ~~Health and Human Services~~, ^{SAFETY}, for the provision of Laboratory Testing services.

RESOLVED: That the President & CEO
(Title of Contract Signatory)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 4 day of May, 2017.
(Date Contract Signed)

4. Pierre G. Cassigneul is the duly elected President & CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.



(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Montgomery

The forgoing instrument was acknowledged before me this 7th day of May, 2017.

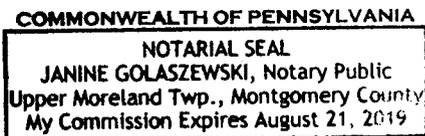
By Andrew Nolan.
(Name of Clerk of the Corporation)



(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 08/21/2019





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/26/2016

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).

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: Farmington Casualty Company		41483
	INSURER C: Evanston Insurance Company		35378
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER: 570063447427** **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:			SM915688	09/01/2016	08/15/2017	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
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-8204N122	08/15/2016	08/15/2017	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 type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION			UM800502 Prof Liab Claims Made	09/01/2016	08/15/2017	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	N/A	UB8217N191	08/15/2016	08/15/2017	<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			SM915688 Claims Made	09/01/2016	08/15/2017	Aggregate \$3,000,000 Ea Med Incident \$1,000,000

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

CERTIFICATE HOLDER **CANCELLATION**

New Hampshire Dept. of Safety 33 Hazen Drive Concord NH 03305 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 : 570063447427

