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**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

JOHN M. FORMELLA
ATTORNEY GENERAL

JANE E. YOUNG
DEPUTY ATTORNEY GENERAL



May 27, 2021

His Excellency Governor, Christopher T. Sununu
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., Horsham PA (Vendor #175183) in the amount of \$500,000 to provide toxicology testing services for the Department of Justice, Office of the Chief Medical Examiner (OCME), effective from July 1, 2021 through June 30, 2023 upon approval from the Governor and Executive Council. 20% Federal Funds, 80% General Funds.

Funding is contingent upon the availability and continued appropriation of funds in Fiscal Year 2022 and Fiscal Year 2023 as follows, with the ability to adjust encumbrances through the Budget Office between State Fiscal Years if needed and justified.

	Fiscal Year 2022	Fiscal Year 2023
02-20-20-202010-1033		
Office of Chief Medical Examiner		
234-500783, Autopsy Expense, General Funds	\$198,473	\$198,473
02-20-20-201510-5939		
National Death Reporting System		
102-500731, Contracts for Program Services, Federal Funds	\$51,527	\$51,527
Total:	\$250,000	\$250,000

EXPLANATION

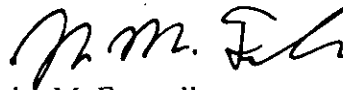
This is a **sole source** request because the State does not have the requisite laboratory capabilities to meet the OCME's need for comprehensive toxicology testing and litigation support services. National Medical Services (NMS) is known to be the premier forensic toxicology-testing laboratory in the country. It has consistently provided high quality service and expeditious turn-around of test results, which is critical for timely cause-of-death determinations in overdose deaths, homicides, suspicious deaths, and vehicular fatalities.

The Office of Chief Medical Examiner is located within the Department of Justice and is under the direction and control of the Attorney General pursuant to RSA 611-B. The OCME has the authority to "call upon and employ such persons, skilled science, pathology, or otherwise, as are necessary for the performance of duties." RSA 611-B:9. Because the State does not have the capabilities to perform comprehensive toxicology testing, a necessary component of many autopsies and death investigations, the OCME must contract for those services.

In the State's experience, NMS has consistently provided high quality service, expeditious turn-around, and credible and supportable opinions. The OCME 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 the most important and complex criminal cases involving homicides, suspicious deaths, drug overdose deaths and vehicular fatalities. The integrity and accuracy of its forensic science work is essential to both the criminal justice and the public health systems.

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

Respectfully submitted,



John M. Formella
Attorney General

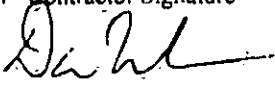
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire, Department of Justice		1.2 State Agency Address 33 Capitol Street Concord NH 03301	
1.3 Contractor Name National Medical Services, Inc.		1.4 Contractor Address 200 Welsh Road Horsham PA 19044	
1.5 Contractor Phone Number 215-657-4900	1.6 Account Number 02-20-20-202010-1033-500783 02-20-20-201510-5939-500731	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$500,000
1.9 Contracting Officer for State Agency Kathleen Carr		1.10 State Agency Telephone Number 603-271-1234	
1.11 Contractor Signature  Date: 5/17/2021		1.12 Name and Title of Contractor Signatory Dan Monahan, President : CEO	
1.13 State Agency Signature Kathleen Carr Date: 05/18/2021		1.14 Name and Title of State Agency Signatory Kathleen Carr, Director of Administration	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Takmina Rakhmatova</u> On: <u>5/18/2021</u>			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, 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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provide in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, 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.

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A
SPECIAL PROVISIONS

1. There are no other special provisions of this contract.

Contractor Initials: DM

Date: 5/17/2021

EXHIBIT B

SCOPE OF SERVICES

1. National Medical Services, Inc. as "Contractor" will provide toxicology testing and related medical laboratory tests as directed by the State of New Hampshire, Department of Justice Chief Medical Examiner as "State" including without limitation:
 - 1a. Perform testing as requested.
 - 1b. Provide the requisite interpretive reports.
 - i. The Contractor will routinely maintain 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 upon between Contractor and State.
 - 1c. Provide routine litigation assistance, including supporting deposition and expert testimony as needed. The State will provide written prior notice to the Contractor Lab Director when such services are requested. On receipt of such notice the Contractor Lab Director shall issue an additional or confirming opinion.
 - 1d. Perform related duties pursuant to established Contractor policies and procedures, including the most current National Medical Services Directory of Services and as directed by State.
2. Contractor will provide collection kits, evidence seals, chain of custody forms and overnight courier shipping supplies. Contractor will bear the expense of specimens from the State by providing prepaid courier air bills. Kits and supplies from Contractor will preserve the chain of custody and specimen integrity.
3. All Contractor correspondence and submittals shall be directed to:
State of New Hampshire
Department of Justice
Office of Chief Medical Examiner
250 Pleasant Street, CME 2nd Floor Suite 218
Concord NH 03301
603-271-1235

Contractor Initials: DM

Date: 5/17/2021

EXHIBIT C

CONTRACT PRICE, METHOD OF PAYMENT AND TERMS OF PAYMENT

1. The Contractor shall receive monthly payments upon receipt of invoice in return for services as described in "EXHIBIT B".
2. The State's obligation to compensate and reimburse the Contractor under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.
3. Final Payment for services will be made within thirty (30) days following receipt of all required reports to the State as described in "EXHIBIT B". Said payment shall be made out to the Contractor's accounts receivables address per the Financial System for the State of New Hampshire.

Contractor Initials: DM

Date: 5/17/2021

APPENDIX A



April 27, 2021

New Hampshire Office of the Chief Medical Examiner
33 Capitol Street
Concord NH 03301

Dear Ms. Carr,

Thank you very much for being a valuable client, we appreciate your business and look forward to continuing the relationship. We can continue to offer discounted pricing considerations for our routine Postmortem Toxicology panels. The new pricing will be effective July 1, 2021 through June 30, 2023, please note that additional testing requested outside the scope of the panels listed below will be invoiced in accordance with the NMS Labs 2021 Fee Schedule. Kindly note the pricing includes:

- Specimen storage for one (1) year prior to being discarded/ samples can be returned upon request;
- Prepaid Federal Express Standard Overnight delivery;
- Specimen collection/shipping kits;
- Preprinted account requisition forms or easy to print PDF customized requisition forms;
- Easy-to-read computer-generated report with certifying scientist or toxicologist's review and electronic signature;
- Reports are available in electronic PDF file format via NMS secure client web portal;
- Forensic handling of all facets of the analytical testing protocol;
- Routine screening with quantitative confirmation testing performed (Please refer to the NMS Labs website, www.NMSLabs.com Postmortem Toxicology section for a detailed listing of compounds);
- Forensic Client Support services available Monday through Friday from 8:00 am - 8:30 pm (EST) at 866-522-2216. NMS Labs Client Support is also available via email, Forensics@NMSLabs.com, this email address is monitored every 30 minutes; and
- Consultation with NMS Labs' board-certified forensic toxicologists. Each date of the week a toxicologist is assigned the responsibility of "Tox of the Day." This toxicologist is available to handle questions from our clients.

NMS Labs has always followed the most stringent standards available to assure our postmortem clients that we produce superior quality results guided by accepted professional standards. NMS Labs is accredited by ISO/IEC 17025:2017 for:

- Toxicology: ANAB (ANSI/ASQ National Accreditation Board) and ABFT (American Board of Forensic Toxicology)
- Seized Drugs: ANAB (ANSI/ASQ National Accreditation Board)

These standards support our goal of providing the highest quality forensic science services in a timely, confidential, and professional manner. NMS Labs also holds national laboratory accreditations and licensures through the College of American Pathologists (CAP) Laboratory Accreditation Program (LAP) and College of American Pathologists (CAP) ISO 15189.

Thank you for choosing NMS Labs to handle your forensic testing needs.

Warmest regards,

A handwritten signature in black ink, appearing to read "Cynthia M. Shannon".

Cynthia M. Shannon
Regional Sales Manager
215-316-1153
Cindy.Shannon@NMSLabs.com



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

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

<u>Test Number</u>	<u>Test Description</u>	<u>Projected Volume</u>	<u>Price per Sample</u>
8051B 8051U 8051SP	Basic Postmortem Toxicology Panel – Blood, Urine, Serum/Plasma Includes screening and quantitative confirmatory analysis for illicit drugs of abuse, alcohol and some therapeutic compounds as noted in the NMS Guide to Postmortem Services	As Needed	\$163.00
90024B	Basic Postmortem Toxicology Panel – Blood – Customized Panel	85	\$163.00
8051FL	Basic Postmortem Toxicology Panel – Non-Routine fluids	As Needed	\$300.00
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.)	As Needed	\$325.00
8052B 8052U 8052SP	Expanded Postmortem Toxicology Panel – Blood, Urine, Serum/Plasma Includes screening and quantitative confirmatory analysis for 350+ therapeutic medications, illicit drugs of abuse and alcohol as noted in the NMS Guide to Postmortem Services	10	\$217.00
90025B	Expanded Postmortem Toxicology Panel – Blood - Customized Panel	585	\$217.00
8052FL	Expanded Postmortem Toxicology Panel – Non-Routine Fluids	8	\$325.00
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.)	14	\$380.00
8050U	Urine Drug Screen Includes screening analysis of urine for illicit drugs of abuse with confirmation testing for Opiates and 6-MAM (Can be ordered in addition to Basic or Expanded drug screens)	As Needed	\$0.00
8092B 8092U 8092SP	Expert Therapeutic & Abused Drugs Panel – Blood, Urine, Serum/Plasma Use as needed for cases requiring toxicologist consultation based on available case history. Includes screening for over 600 drugs (therapeutic medications & illicit drugs of abuse), metabolites, poisons and toxins as noted in the NMS Guide to Postmortem Services.	As Needed	\$360.00
8092FL	Expert Therapeutic & Abused Drugs Panel – Non-Routine Fluids	As Needed	\$525.00
8092TI	Expert Therapeutic & Abused Drugs Panel – Tissue	As Needed	\$580.00
4177B	Postmortem Toxicology - SIDS Screen, Blood (Forensic)	19	\$365.00
8104B	Postmortem, Fire Death Screen, Blood (Forensic)	15	\$390.00
8665FL	6-Monoacetylmorphine - Free (Unconjugated), Fluid - Customized Pane	As Needed	\$82.00
RETURN	Specimen Return/Handling	As Needed	\$0.00

Fees will be invoices for each sample type analyzed based on the submitted analysis request. All other testing requested will be invoiced at the list price in accordance with the 2021 NMS Labs Fee Schedule.

State of New Hampshire

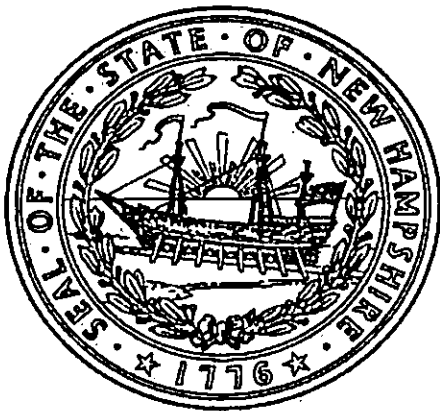
Department of State

CERTIFICATE

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

Business ID: 544514

Certificate Number: 0005367924



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of May A.D. 2021.

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

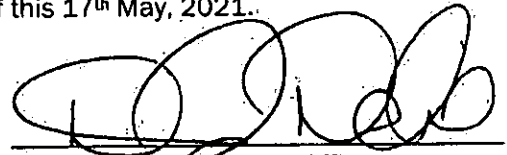
William M. Gardner
Secretary of State



CERTIFICATE OF AUTHORITY

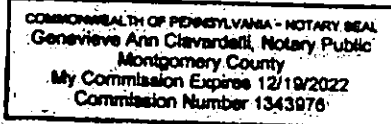
I, the undersigned officer David Delia, Chief Financial Officer at National Medical Services, Inc. certify as of May 17, 2021 that Dan Monahan, President & CEO of National Medical Services, Inc. d.b.a. NMS Labs is hereby authorized to enter into contracts/agreements with the State of New Hampshire, to provide the following described services: Postmortem Toxicology.

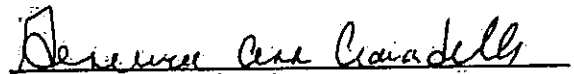
IN WITNESS WHEREOF, I undersigned have affixed my signature as of this 17th May, 2021.


Signature of Authorizing Officer

THE STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On the 17th day of May, 2021 before me, the undersigned notary public, personally appeared David Delia, and acknowledged himself to be the Chief Financial Officer of the above named entity as such, executed the foregoing Instrument for the purposes therein contained.




Notary Public/Justice of the Peace

Printed Name: Genevieve Ann Ciavardelli

My Commission expires: 12/19/2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/12/2020

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

COVERAGES **CERTIFICATE NUMBER:** W17495036 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	SN937221	08/15/2020	08/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA 3N062901	08/15/2020	08/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 0			UM801200	08/15/2020	08/15/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	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 No	N/A	UB 8K529095	08/15/2020	08/15/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	ERRORS & OMISSIONS			SN937221	08/15/2020	08/15/2021	Per Claim \$1,000,000 Aggregate \$3,000,000

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

State of New Hampshire, its officials, employees and agents are included as Additional Insureds as respects to General Liability.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability.

CERTIFICATE HOLDER **CANCELLATION**

State of New Hampshire Department of Justice 33 Capitol Street Concord, NH 03301	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 