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ATTORNEY GENERAL
DEPARTMENT OF JUSTICE

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

JOHN M. FORMELLA
ATTORNEY GENERAL

JAMES T. BOFFETTI
DEPUTY ATTORNEY GENERAL

159

May 17, 2023

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, 2023 through June 30, 2025 upon approval from the Governor and Executive Council. 100% General Funds

Funds are anticipated to be available in the following account for Fiscal Years 2024 and 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

02-20-20-202010-1033	FY 2024	FY 2025
Office of Chief Medical Examiner		
234-500783, Autopsy Expense	$250,000	$250,000

EXPLANATION

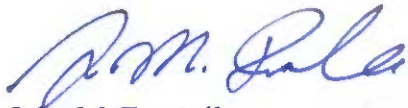
This is a **sole source** request because the State does not have the requisite laboratory capabilities to meet the OCME's need for comprehensive toxicology testing and litigation support services. National Medical Services (NMS) is known to be the premier forensic toxicology-testing laboratory in the 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

#4020569

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	1.7 Completion Date June 30, 2025	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: 5/12/23		1.12 Name and Title of Contractor Signatory Dan Monahan, President & CEO	
1.13 State Agency Signature Kathleen Carr Date: 05/16/2023		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: Jill Perlow		On: 5/16/23	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DM
Date 5/12/2023

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.

Contractor Initials DM

Date 5/12/2023

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 Initials DM

Date 5/12/2023

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.

Contractor Initials DM

Date 5/12/2023

EXHIBIT A

SPECIAL PROVISIONS

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

Contractor Initials: DM

Date: 5/12/2023

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: 5/12/2023

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" and test costs as described in "APPENDIX A"

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: 5/12/2023

APPENDIX A

April 24, 2023

NH Attorney General, Justice Dept.
33 Capitol Street
Concord, NH 03301

Dear Ms. Carr:

Thank you for your continued support of NMS Labs for your testing needs. Based upon the projected volumes, NMS is able to offer your facility discounted pricing on our services. The following tests will be discounted from NMS Labs Current List Price Fee Schedule.

Client ID(s): 10065
Price Code Number: 0U

Pricing Effective Date: 7/1/2023
Pricing Expiration Date: 6/30/2025

Test Code	Test Code Description	Estimated Volume	2023 List Price	New Price
8050U	Postmortem, Urine Screen Add-on (6-MAM Quantification only) (Forensic)	As Needed	$36	$0
8051B	Postmortem, Basic, Blood (Forensic)	As Needed	$266	$178
8051FL	Postmortem, Basic, Fluid (Forensic)	As Needed	$406	$327
8051SP	Postmortem, Basic, Serum/Plasma (Forensic)	2	$266	$178
8051TI	Postmortem, Basic, Tissue (Forensic)	As Needed	$476	$354
8051U	Postmortem, Basic, Urine (Forensic)	As Needed	$266	$178
8052B	Postmortem, Expanded, Blood (Forensic)	1	$393	$237
8052FL	Postmortem, Expanded, Fluid (Forensic)	12	$646	$354
8052SP	Postmortem, Expanded, Serum/Plasma (Forensic)	3	$393	$237
8052TI	Postmortem, Expanded, Tissue (Forensic)	3	$714	$414
8052U	Postmortem, Expanded, Urine (Forensic)	3	$393	$237
8092B	Postmortem, Prescription Drugs Screen, Blood (Forensic)	As Needed	$679	$392
8092FL	Postmortem, Prescription Drugs Screen, Fluid (Forensic)	As Needed	$862	$572
8092SP	Postmortem, Prescription Drugs Screen, Serum/Plasma (Forensic)	As Needed	$679	$392
8092TI	Postmortem, Prescription Drugs Screen, Tissue (Forensic)	As Needed	$922	$632
8092U	Postmortem, Prescription Drugs Screen, Urine (Forensic)	As Needed	$679	$392
8104B	Postmortem, Fire Death Screen, Blood (Forensic)	10	$470	$425
8665FL	6-Monoacetylmorphine - Free (Unconjugated), Fluid	7	$303	$89
90024B	Postmortem, Basic, Blood (Forensic) (CSA)	42	$277	$178
90025B	Postmortem, Expanded, Blood (Forensic) (CSA)	905	$405	$237
RETURN	Specimen Return/Handling	51	$60	$0

All other testing ordered during this effective period will be billed at 2023 List Price Fees. Prepaid Federal Express air bills will be provided for shipping samples to NMS Labs for testing. All samples will then be retained for a period of twelve (12) months from the date of the final report. Samples will then be discarded after the retention period unless notified by your office in writing with alternate instructions regarding the disposition of the specimens.

If you have any questions regarding this communication please contact me directly.

Sincerely,

Kristin Kendrick
NMS Labs- Territory Manager, Forensics
(610) 639-2214

cc: NMS Labs D365 Database

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, 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: **0006077791**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of January A.D. 2023.

David M. Scanlan
Secretary of State

Corporate Resolution of Signing Authority

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

RESOLVED, that the Board of Directors is hereby authorized and approved to authorize and empower the following individual to enter into contracts or agreements on behalf of National Medical Services, Inc. with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

Name: Dan Monahan

Position/Title: President & CEO

Email Address: Dan.Monahan@nmslabs.com

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

This resolution has been approved by the Board of Directors of National Medical Services, Inc. (Company) on May 02, 2023.

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

Secretary, Eric Rieders

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/12/2022

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 (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Evanston Insurance Company	35378
INSURER B: Travelers Property Casualty Company of Ame	25674
INSURER C: Travelers Indemnity Company of America	25666
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
National Medical Services, Inc. dba NMS Labs
200 Welsh Road
Horsham, PA 19044

COVERAGES CERTIFICATE NUMBER: W25653080 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] CONTRACTUAL LIABILITY [X] INCLUDED GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	MXLV1PEP000002	08/15/2022	08/15/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY			BA-3N062901-22-I2-G	08/15/2022	08/15/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			MXLV1UBC000009	08/15/2022	08/15/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [No] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-8X529095-22-I2-G	08/15/2022	08/15/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	ERRORS & OMISSIONS			MXLV1PEP000002	08/15/2022	08/15/2023	Per Claim Aggregate	$1,000,000 $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

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

CANCELLATION

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

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