



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4661 1-800-852-3345 Ext. 4661
Fax: 603-271-4760 TDD Access: 1-800-735-2964



August 26, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a contract renew and amend option with STAT Courier Service, Inc., Purchase Order # 1018817 (Vendor #169784/B001), 16 Hawk Ridge Drive Suite 130, Lake Saint Louis, MO, 63367, by increasing the Price Limitation by \$34,000 from \$90,000 to \$124,000 to provide emergency courier services statewide, and extend the Completion Date from June 30, 2013 to June 30, 2015, effective **retroactive** to July 1, 2013. This agreement was originally approved by Governor and Council on September 14, 2011, Item #92.

Funds are available in the following accounts for SFY 2014 and SFY 2015, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-902510-5171 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, EMERGENCY
PREPAREDNESS

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2012	102-500731	Contracts for Prog. Svc	90077301	\$45,000.00	\$0.00	\$45,000.00
SFY 2013	102-500731	Contracts for Prog. Svc	90077301	\$45,000.00	\$0.00	\$45,000.00
SFY 2014	102-500731	Contracts for Prog. Svc	90077013	\$0.00	\$15,000.00	\$15,000.00
SFY 2015	102-500731	Contracts for Prog. Svc	90077013	\$0.00	\$15,000.00	\$15,000.00
			Sub-Total	\$90,000.00	\$30,000.00	\$120,000.00

05-95-90-902510-5170 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, DISEASE CONTROL

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2012	102-500731	Contracts for Prog. Svc	90068000	\$0.00	\$0.00	\$0.00
SFY 2013	102-500731	Contracts for Prog. Svc	90068000	\$0.00	\$0.00	\$0.00
SFY 2014	102-500731	Contracts for Prog. Svc	90068000	\$0.00	\$2,000.00	\$2,000.00
SFY 2015	102-500731	Contracts for Prog. Svc	90068000	\$0.00	\$2,000.00	\$2,000.00
			Sub-Total	\$0.00	\$4,000.00	\$4,000.00
			Total	\$90,000.00	\$34,000.00	\$124,000.00

85,742 FF / 14,266 GF
Retroactive

EXPLANATION

Retroactive approval of this contract is requested because of the unanticipated delays the vendor experienced in obtaining the minimum general liability insurance required.

Funds in this amendment will be used to continue same-day pickup of emergency non-scheduled specimens, samples, and laboratory supplies from submitters with delivery to the Public Health Laboratories, as well as delivery from the Public Health Laboratories to submitters and/or other laboratories in neighboring states.

Certain samples/specimens require testing within hours of their collection. Some infectious organisms of public health concern are fragile and cannot wait to be shipped through common carriers, such as the United States Postal Service, United Parcel Service, and FedEx. It is an inefficient practice to utilize laboratory staff for these pick-ups, but more importantly, they would not be available to pick up specimens in a large-scale emergency due to their important role within the laboratory. This contract allows the Public Health Laboratories to respond to emergencies and outbreaks, and provide immediate specimen pickup and/or delivery on a 24/7 basis.

Should Governor and Executive Council not authorize this Request, a delay in sample/specimen testing could occur and the State would be at risk for undetected outbreaks and exposures.

STAT Courier Service, Inc. was selected for this project through a competitive bid process. A Legal notice was published in the New Hampshire Union Leader on May 10, 2010 soliciting Request for Proposals and a Request for Proposals was posted on the Department of Health and Human Services web site, May 10, 2010 to June 14, 2010.

There were two responses to the Request for Proposals. One vendor was not scored as the vendor did not comply with the proposal requirements of providing an all-inclusive fee for a courier round trip. Six reviewers scored the remaining proposal for vendor experience and capacity, plan of operation, documentation of training, and all-inclusive fee for a round-trip. All reviewers have between six and fifteen years managing agreements for specimen courier services. Areas of expertise include Program and Laboratory Management, Quality Assurance, and Specimen Receiving. The Request for Proposals scoring summary is attached.

As referenced in the original letter approved by Governor and Council on September 14, 2011, Item #92, and in the Request for Proposal, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. The Division is exercising this renewal option. These services were contracted previously with this agency in SFY 2012 and SFY 2013 in the amount of \$45,000.00 each SFY. This represents a decrease of \$56,000 in SFY 2014 and SFY 2015. This decrease is due to decreased federal funding provided to the New Hampshire Department of Health and Human Service by the Centers for Disease Control and Prevention.

The following performance measures will be used to measure the effectiveness of the agreement.

The contractor will continue to perform emergent/urgent courier services in order to support the functions of the laboratories by:

- providing same day pick up of specimens, samples, and laboratory supplies,
- providing a tracking system for materials being transported; and
- maintaining environmental conditions throughout transport.

Her Excellency, Governor Margaret Wood Hassan
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Area served: Statewide.

Source of Funds is 85.74% Federal Funds from Centers for Disease Control and Prevention and 14.26% General Funds.

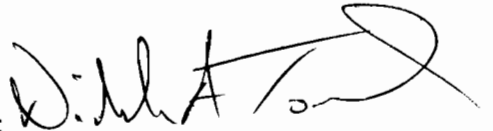
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
Commissioner

AMENDMENT ONE

This agreement (hereinafter called the "Amendment One") dated this 31st day of May, 2013 is by and between the State of New Hampshire acting by and through its Division of Public Health Services of the Department of Health and Human Services, (hereinafter referred to as the "Division") and the STAT Courier Service, Inc., Purchase Order Number 1018817, a corporation organized under the laws of the State of Missouri with a place of business at 16 Hawk Ridge Drive Suite 130, Lake Saint Louis, MO 63367 (hereinafter referred to as the "Contractor").

WHEREAS, pursuant to an agreement (hereinafter called the "Agreement") dated September 14, 2011, Item #92 the Contractor agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Division of certain sums as specified therein.

WHEREAS, pursuant to the provision of Section 18 of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and only after approval of such modification or amendment by the Governor and Executive Council;

WHEREAS, the Contractor and the Division have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement:

The Agreement is hereby amended as follows:

Amend Section 1.7 of the General Provisions by extending the completion date to June 30, 2015. Amend Section 1.8 of the General Provisions by increasing the Price Limitation by \$34,000.00 from \$90,000.00 to \$124,000.00.

Amend Section 1.6 of the General Provisions by adding 05-95-90-902510-5170-102-500731.

Exhibit A – Scope of Services

The prior Scope of Services identified in Exhibit A and any subsequent amendments thereto remain(s) in effect unless expressly revoked by this agreement. The Scope of Services identified in Exhibit A-1 of the Agreement is hereby amended by extending the contract period to cover SFY 2014 and SFY2015.

Exhibit B – Contract Price

Exhibit B of the Agreement, including any amendments thereto, is hereby amended as follows:

The contract price shall increase by \$17,000.00 for SFY 2014 and \$17,000.00 for SFY 2015. The contract shall total \$124,000.00 for the contract term.

The fee for Round Trip (RT) for SFY 2012 and SFY 2013 is amended as follows to add rates for SFY 2014 and SFY 2015.

Zone	Miles (from center of Concord, NH)	Fee Per RT SFY 2012	Fee Per RT SFY 2013	Fee Per RT SFY 2014	Fee Per RT SFY 2015
1	0-24.9	\$29.64	\$30.83	\$45.00	\$48.00
2	25.0-49.9	\$61.15	\$63.60	\$83.00	\$92.00
3	50.0-74.9	\$115.32	\$119.93	\$123.00	\$129.00
4	75-99.9	\$153.75	\$159.90	\$163.00	\$171.00
5	100+ but in NH	\$174.72	\$181.71	1.75/ mile	\$1.80/mile
6	Neighboring State	\$1.56/mile	\$1.62/mile	\$1.75/mile	\$1.80/mile

Funding in the amount of \$30,000.00 is available from 05-95-90-902510-5171-102-500731, 84.76% Federal Funds from the US Department of Health and Human Services, CFDA #93.069, and 15.24% General Funds.

Also, funding in the amount of \$4,000.00 is available from 05-95-90-902510-5170-102-500731, 100% Federal Funds from the US Department of Health and Human Services, CFDA #93.116.

2. Effective Date of Amendment:

This Amendment shall take effect on July 1, 2013 or the date of Governor and Council approval, whichever is later.

3. **Continuance of Agreement:**

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties hereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

STATE OF NEW HAMPSHIRE
Division of Public Health Services

By:  7/4/13
~~Lisa L. Dujno, APRN~~ Brooks Dujno Date
Bureau Chief

By: Natasha Boekholt 5-31-2013
Natasha Boekholt Date
President
STAT Courier Service, Inc.
Legal Name of Agency

STATE OF Missouri
COUNTY OF St. Charles

On this the 31st day of May 2013 before me, Nanette K Meagher
(name of notary)
the undersigned officer, Natasha Bookholt personally appeared who acknowledged him/herself
(contract signatory)
to be the President of the STAT Courier Services, Inc.
(signatory's title) (legal name of agency)
a corporation, and that he/she, as such President, being authorized so to do,
(signatory's title)
executed the foregoing instrument for the purposes therein contained, by signing the name of the
corporation by him/herself as President of the STAT Courier Services, Inc.
(signatory's title) (legal name of agency)

In witness whereof I hereunto set my hand and official seal.



[Signature]
Notary Public/Justice of the Peace

My Commission expires: Oct 5, 2014

Approved as to form, execution and substance:

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]
Kenneth R. Henrick
Assistant Attorney General

Date: 23 Aug. 2013

I hereby certify that the foregoing contract was approved by the Governor and Council of the State of New Hampshire at the Meeting on: _____.

OFFICE OF THE SECRETARY OF STATE

By: _____

Title: _____

CERTIFICATE OF VOTE/AUTHORITY

I, David Boekholt of STAT Courier Service, Inc., do hereby certify that:

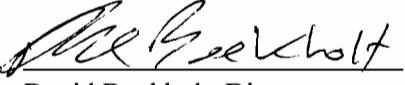
1. I am a duly elected Director of STAT Courier Service, Inc.;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation, duly held on June 24th, 2011;

RESOLVED: That this corporation may enter into any and all contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through its Department of Health and Human Services.

RESOLVED: That the President is hereby authorized on behalf of this corporation to enter into said contracts with the State, and to execute any and all documents, agreements, and other instruments, and any amendments, revision, or modifications thereto, as he/she may deem necessary, desirable or appropriate. Natasha Boekholt is the duly elected President of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 31, 2013.

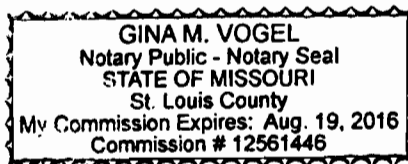
IN WITNESS WHEREOF, I have hereunto set my hand as a Director of the corporation this 31st day of May, 2013.

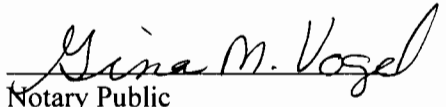

David Boekholt, Director

STATE OF Missouri

COUNTY OF St. Charles

The foregoing instrument was acknowledged before me this 31st day of May, 2013 by David Boekholt.




Notary Public
My Commission Expires: 8/19/2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/26/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Integrated Transportation Resources, Inc. 1041 Peruque Crossing Court Suite A O'Fallon MO 63366-2362	CONTACT NAME:	
	PHONE (A/C, No, Ext): (636) 561-0048	FAX (A/C, No): (636) 625-0909
INSURED Stat Courier Service, Inc. 16 Hawk Ridge Drive, Suite 130 Lake Saint Louis MO 63367-1829	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: AIX Specialty Ins. Co.	
	INSURER B: Guarantee Insurance Co.	
	INSURER C: Penn-America Insurance Company	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY		PAC7013805	02/24/2013	02/24/2014	EACH OCCURRENCE \$2,000,000
	☒ COMMERCIAL GENERAL LIABILITY	DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000				
	☐ CLAIMS-MADE ☒ OCCUR	MED EXP (Any one person) \$5,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000				
A	AUTOMOBILE LIABILITY		LCZCL00202043	02/24/2013	02/24/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	☐ ANY AUTO	BODILY INJURY (Per person) \$				
	☐ ALL OWNED AUTOS	BODILY INJURY (Per accident) \$				
	☒ HIRED AUTOS ☒ SCHEDULED AUTOS NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$				
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		GPEO586000500067113	06/15/2013	06/15/2014	☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	E.L. EACH ACCIDENT \$1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below	E.L. DISEASE - EA EMPLOYEE \$1,000,000				
		E.L. DISEASE - POLICY LIMIT \$1,000,000				
C	Employee Dishonest		PAC7013805	02/24/2013	02/24/2014	50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Courier Service

CERTIFICATE HOLDER New Hampshire Public Health Department 29 Hazen Dr. Concord NH 03301-	CANCELLATION AI 000306 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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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 Stat Courier Service, Inc. a(n) Missouri corporation, is authorized to transact business in New Hampshire and qualified on May 10, 2007. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of May, A.D. 2013

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner
Secretary of State



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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Nicholas A. Toumpas
Commissioner

Jose' Thier Montero
Director

July 21, 2011

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

APPROVED BY _____

DATE 9/14/11

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REQUESTED ACTION

ITEM # 92

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Laboratory Services, to enter into an agreement with STAT Courier Service, Inc. (Vendor #169784/B001), 16 Hawk Ridge Drive, Suite 130, Lake St. Louis, MO 63367, in an amount not to exceed \$90,000.00, to provide emergency courier services, to be effective July 1, 2011 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for SFY 2012 and SFY 2013, with authority to adjust amounts if needed and justified, between state Fiscal Years.

05-95-90-902510-5171 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF DISEASE CONTROL, EMERGENCY PREPAREDNESS

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2012	102-500731	Contracts for Prog Svc	90077301	\$45,000.00
SFY 2013	102-500731	Contracts for Prog Svc	90077301	\$45,000.00
			Total	\$90,000.00

EXPLANATION

Funds in this agreement will be used to provide same day pickup of emergency non-scheduled specimens, samples, and laboratory supplies from submitters with delivery to the Public Health Laboratories, as well as delivery from the Public Health Laboratories to submitters and/or other laboratories in neighboring states.

Certain samples/specimens require testing within hours of their collection. Some infectious organisms of public health concern are fragile and cannot wait to be shipped through common carriers, such as the United States Postal Service, United Parcel Service, FedEx, etc. It is an inefficient practice to utilize laboratory staff for these pickups, but more importantly, they would not be available to pickup specimens in a large-scale emergency due to their important role within the laboratory. This contract allows the Public Health Laboratories to respond to emergencies and outbreaks, and provide immediate specimen pickup and/or delivery on a 24/7 basis. The emergency courier service will cover the entire State.

Should Governor and Executive Council not authorize this Request, it is possible that a delay in sample/specimen testing could occur and the State would be at risk for undetected outbreaks and exposures.

STAT Courier Service, Inc. was selected for this project through a competitive bid process. A legal notice was published in the New Hampshire Union Leader on May 10, 2010 soliciting Request for Proposals.

The Request for Proposals was also posted on the Department of Health and Human Services web site, May 10, 2010 to June 14, 2010.

There were two responses to the Request for Proposal. One vendor was not scored as the vendor did not comply with the proposal requirements of providing an all-inclusive fee for a courier round trip. Six reviewers scored the remaining proposal for vendor experience and capacity, plan of operation, documentation of training, and all-inclusive fee for a round-trip. All reviewers have between six and fifteen years managing agreements for specimen courier services. Areas of expertise include Program and Laboratory Management, Quality Assurance, and Specimen Receiving. The Request for Proposal scoring Summary is attached.

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The Public Health Laboratories has contracted with this vendor for routine and emergency courier services for State Fiscal Years 2008 through 2010. This is the initial agreement with this contractor for emergency services only.

The following performance measures will be used to measure the effectiveness of the agreement.

The contractor will:

- Provide same day pickup of specimens, samples, and laboratory supplies
- Provide a tracking system for materials being transported
- Maintain environmental conditions throughout transport

Any negative outcomes or complaints will be investigated through the Public Health Laboratories Quality Assurance Committee.

Area served: Statewide.

Source of Funds: 84.02% Federal Funds and 15.98% General Funds.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD
Director

Approved by:



Nicholas A. Toumpas
Commissioner

JTM/MH/sjw

Public Health Laboratories

Emergency Courier Services for Laboratory Specimens, Samples and Supplies.

Max Pts	STAT Courier Service, Inc.
35	35
25	24
25	24
10	10
5	5
100	97

Job Title	Dept/Agency
Laboratory Director	Division of Public Health Services
Laboratory Scientist IV	Division of Public Health Services
Program Planner	Division of Public Health Services
Laboratory Assistant III	Division of Public Health Services
Administrator II	Division of Public Health Services
Microbiologist IV	Retired Virology Program Manager

Qualifications: All of the reviewers have between six and fifteen years experience with specimen courier services. Areas of expertise include Program and Laboratory Management, Quality Assurance, and Specimen Receiving.